



**Town Commission  
NOTICE OF VIRTUAL TOWN COMMISSION MEETING**

**Pursuant to the Town's Local Declaration of Public Emergency, a VIRTUAL Town Commission meeting will be held on Tuesday, April 13, 2021, at 6:30 p.m. and broadcast from Town Hall.**

**The April 13, 2021 Town Commission meeting will be held as a VIRTUAL MEETING with elected officials and Town staff participating through video conferencing. This virtual meeting will be broadcasted live for members of the public to view on the Town's website ([www.lbts-fl.gov](http://www.lbts-fl.gov)), Comcast Channel 78, and AT&T U-verse Channel 99.**

**The Town of Lauderdale-By-The-Sea Town Commission welcomes and encourages the public to participate at its virtual meetings and offers two ways for residents to be heard.**

### **WRITTEN PUBLIC COMMENTS**

**Send an e-mail to [public\\_comments@lbts-fl.gov](mailto:public_comments@lbts-fl.gov) Your comment will be read into the record during the meeting by the Town Clerk.**

### **ACTIVE PARTICIPATION**

**Notify the Town Clerk via e-mail at [public\\_comments@lbts-fl.gov](mailto:public_comments@lbts-fl.gov) by April 13, 2021 5:00 pm of your desire to speak during a live virtual meeting. Please provide us with your name email address and phone number. We will then send you the Zoom Meeting ID and link. For security reasons, please do not share the Meeting ID with anyone else. If a friend or neighbor also wishes to speak, have them sign-up with the Town Clerk. When contacting the Town Clerk, please specify if you wish to speak during Public Comments or during a specific agenda item. The Town will enable the Waiting Room function on Zoom and allow public speakers to enter the virtual meeting during Public Comments or for a specific agenda item. You can join the meeting either by calling in or using a laptop, computer webcam or cellphone. Once you are finished commenting, the Town will disconnect you from the meeting.**

**A copy of the agenda for the virtual Town Commission meeting can be accessed on the Town's website, at <https://www.lauderdalebythesea-fl.gov/341/Agendas-Video>.**



**Please note that the Town's November 6, 2020 Amended Local Declaration of Public Emergency regarding Virtual Meetings suspended the requirements that a quorum be present and that Town committees and boards meet at a specific public place, and allows them to utilize communications media technology, such as telephonic and video conferencing.**

**Should any person desire to appeal any decision of the Town Commission with respect to any matter to be considered at this meeting, that person shall ensure that a verbatim record of the proceedings is made including all testimony and evidence upon which any appeal may be based (Section 286.0105, Fla. Stat).**

**Jarvis Hall 4505 N. Ocean Drive**

**Virtual Town Commission Meeting**

# **Virtual Town Commission Meeting**

Tuesday, April 13, 2021, 6:30 PM  
Jarvis Hall 4505 N. Ocean Drive

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## **1. CALL TO ORDER, MAYOR CHRIS VINCENT**

## **2. PLEDGE OF ALLEGIANCE TO THE FLAG**

## **3. INVOCATION - Moment of Silence**

## **4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**

## **5. PRESENTATIONS**

## **6. PUBLIC COMMENTS**

## **7. PUBLIC SAFETY DISCUSSION**

- 7.a. VFD February & March 2021 Report (Chief Judson Hopping)

[4-13-21 AM.pdf](#)

[Ex1- Feb. 2021.pdf](#)

[Ex2 - Mar. 2021.pdf](#)

- 7.b. BSO March 2021 Report (Captain Thomas Palmer, BSO)

[4-13-21 AM BSO report.pdf](#)

[TM Report- March 2021.pdf](#)

## **8. TOWN MANAGER REPORT**

- 8.a. February Finance Report (Lucila Lang, Director of Finance & Budget)

[4-13-21 AM Feb Fin Rpt.pdf](#)

[Ex1 - Revenue Expenditure Report.pdf](#)

[Ex2 - Feb. Cash Investment Report.pdf](#)

- 8.b. Town Manager Report (Linda Connors, Interim Town Manager)

[4-13-21 AM Town Manager Report.pdf](#)

## **9. TOWN ATTORNEY REPORT**

## **10. APPROVAL OF MINUTES**

- 10.a. March 09, 2021 Town Commission Workshop Minutes March 09, 2021 Town Commission Meeting Minutes March 23, 2021 Town Commission Workshop Minutes March 23, 2021 Town Commission Meeting Minutes (Tedra Allen, Town Clerk)

[4-13-21 AM Minutes.pdf](#)

[Ex1 03-09-21 LBTS Workshop Minutes.pdf](#)

[Ex2 03-09-21 LBTS Commission Minutes.pdf](#)

[Ex3 03-23-21 LBTS Workshop Minutes.pdf](#)

[Ex4 03-23-21 LBTS Commission Minutes.pdf](#)

## **11. CONSENT AGENDA**

## **12. OLD BUSINESS**

## **13. NEW BUSINESS**

- 13.a. 2021-22 Board of Director Appointment

[4-13-21 AM Board of Director.pdf](#)

**[Ex1 Board of Director Appointment.pdf](#)**

- 13.b. Canal Dredging Permitting (Ken Rubach, Public Works Director)  
**[4-13-21AM Canal Dredging Permitting-RFP.pdf](#)**  
**[EX 1 - Resolution Chappell Group Permitting Agreement.pdf](#)**  
**[EX 2-Chappell Group Agreement Permitting.pdf](#)**  
**[EX 3- Chappell Dredging Permitting Proposal- Exhibit A.pdf](#)**  
**[EX 4- Fee Schedule.pdf](#)**
- 13.c. Sanitary Sewer Lateral Lining Program (Ken Rubach, Public Works Director)  
**[4-13-21AM Sanitary Sewer Lateral Lining](#)**  
**[EX 1- Reso 2021-22 BLD Piggyback.pdf](#)**  
**[EX 2- BLD Bid Document.pdf](#)**  
**[EX 3- BLD Largo Renewal.pdf](#)**
- 13.d. Pump Repair - Sea Grape Lift Station (Ken Rubach, Public Works Director)  
**[4-13-21AM Repair of Seagrape Lift Station Pump lc edits.pdf](#)**  
**[EX-1Pump Repair Quote.pdf](#)**  
**[EX-2 Ebara Sole Source Letter -City of Pompano Beach.pdf](#)**
- 13.e. BSO Staffing Levels-New Sergeant Proposal (Captain Thomas Palmer, BSO)  
**[04-13-21 AM New Sergeant Proposal lc.pdf](#)**  
**[EX 1 LBTS Call Data.pdf](#)**  
**[Ex2 LBTS Parking Data.pdf](#)**
- 13.f. Nana's Original Stromboli Commercial Lease Agreement (Lucila Lang, Director of Finance & Budget)  
**[4-13-21 AM Nana's Stromboli Agenda Memo.pdf](#)**  
**[Ex 1 - Nana's Stromboli Commercial Lease Agreement.pdf](#)**
- 13.g. Town Hall/Public Works Generator (Ken Rubach, Public Works Director)  
**[4-13-21AM Town Hall-Public Works Generator .pdf](#)**  
**[EX 1- Generator Quote.pdf](#)**  
**[EX 2- Cummins RFP Proposal.pdf](#)**  
**[EX 3- Cummins Original Acceptance and Award.pdf](#)**  
**[EX 4- Cummins Contract Extension.pdf](#)**
- 13.h. Resolution 2021-24 Authorizing an Agreement with The Chappell Group to Perform Permitting Services and Create Bid Documents for the Bel Air Seawall (Exhibit 1)  
**[4-13-21AM Bel Air Sea Wall Bid Documents-Permitting.pdf](#)**  
**[EX 1- Resolution Chappell Group Seawall Agreement.pdf](#)**  
**[EX 2- DES Inspection Report.pdf](#)**
- 13.i. Transfer (Lucila Lang, Director of Finance & Budget)  
**[04-13-21 AM Transfers Agenda Memo.pdf](#)**

**14. COMMISSIONER COMMENTS**

**15. ORDINANCES 1st Reading**

**16. ORDINANCES 2nd Reading**

**17. RESOLUTIONS - PUBLIC COMMENTS**

- 17.a. Resolution 2021-23 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SUPPORTING TOWN PROJECTS FOR SUBMITTAL TO THE BROWARD METROPOLITAN PLANNING ORGANIZATION FOR EVALUATION AND RANKING FOR

TRANSPORTATION SURTAX FUNDING FOR FISCAL YEAR 2021; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. (Neysa Herrera, Assistant to the Town Manager)

[4-13-21 AM FY21 New Surtax Projects.pdf](#)

[Ex 1 - 2021-23 - Supporting Surtax Projects.pdf](#)

## **18. QUASI JUDICIAL PUBLIC HEARING**

## **19. ADJOURNMENT**

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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 INSURE 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 3 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.



## **Town Commission Agenda Item Report**

**Meeting Date:** April 13, 2021

**Submitted By:** Judson Hopping

**Submitting Department:** Public Safety

**Item Type:** Report

**Agenda Section:** PUBLIC SAFETY DISCUSSION

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### **Subject Title:**

VFD February & March 2021 Report (Chief Judson Hopping, VFD)

### **Explanation:**

VFD February & March 2021 Report

### **Recommendation:**

Accept/Approve

### **Attachments:**

Ex1 – February 2021 Report

Ex2 – March 2021 Report



# Lauderdale-By-The-Sea Volunteer Fire Department

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## Overview

During the month of February 2021, the Volunteer Fire Department continued its focus on fire prevention for high-rise buildings and commercial properties. There were 30 fire inspections with 1 re-inspection and 1 stop work order.

### Responses:

The Volunteer Fire Department responded to 44 fire rescue calls within the limits of our contract.

- Of the 44 emergency fire calls dispatched, there were 14 fire alarms, 4 vehicle accidents w/injuries, 3 elevator rescues, 3 drowning calls, and 20 "other" fires.
- There were 89 emergency medical 911 calls for February 2021. The department was dispatched to 11 of those calls, of which, 2 was cleared by the Chief on Duty or Med12. The department provided first responder care on 6 of the medical calls until M12/212 arrival and assisted M12/212 on 3 of the medical calls.

### Training:

The Volunteer Fire Department had 10 regular in-town members, and 26 associate out of town members for a total of 36 active members.

For the month of February, there were 13 fire drills, 1 ocean rescue drill, 5 specialty classes, 1 fire inspection, and 5 car seat installations consisting of the following:

- 430 Hrs - Fire Fighter drills & new class P.O.'s
- 24 Hrs - FFP-1801, Tactics & Strategies for the Firefighter
- 4 Hrs - Permit/BTR Fire Inspections
- 45 Hrs - ATPC2630 Latent Investigations for Fire Inspectors
- 5 Hrs - Public Education - Car Seat Installation

A total of 508+ hours were spent in the month of February on training.

In closing, the Volunteer Fire Department will continue to improve and increase its members training, as required by ISO and established state training curriculums.

Respectfully,

Judson Hopping,  
Fire Chief





# Town of Lauderdale-By-The-Sea Fire Department Monthly Report February 2021

|                               | Regular In-town | Associate Out of Town |
|-------------------------------|-----------------|-----------------------|
| Active Member                 | 10              | 26                    |
| Fire 1 non-certified          | 1               | 1                     |
| Fire 1 Certified              | 0               | 1                     |
| Fire II Certified             | 9               | 24                    |
| CPR/1 <sup>st</sup> Responder | 5               | 8                     |
| EMT-B (FL)                    | 2               | 11                    |
| Paramedic (FL)                | 3               | 7                     |

## Emergency Calls

|                                     |    |
|-------------------------------------|----|
| Fire/Rescue                         | 44 |
| Total Medical 911 calls             | 89 |
| Medical calls V.F.D. Not Dispatched | 78 |
| Medical calls V.F.D. Dispatched     | 11 |
| Medical calls Canceled by COD/M12   | 2  |
| Medical calls V.F.D. Assisted       | 9  |

## Training +Target Solutions on-line training

**508+ Total Hrs.**

|                                          |         |
|------------------------------------------|---------|
| Firefighter drills & new class P.O.'s    | 430 Hrs |
| FFP-1801, Tactics & Strategies I - Final | 24 Hrs  |
| Annual High-rise Fire Inspection         | 4 Hrs   |
| ATPC2630 Latent Investigations           | 45 Hrs  |
| Public Awareness – Car Seat Installation | 5 Hrs   |

## Station Watch Hours

**2,540.5+ Total Hrs.**

|                           |              |
|---------------------------|--------------|
| Firefighter Station Watch | 1,868.5+ Hrs |
| Chief on Duty/Command     | 672 Hrs      |

## LBTS Volunteer Fire Department - February 2021, Active Roster

| Last Name    | First Name | LBTS FF No. | Membership       | Town Resident | Rank            | Fire Cert                      | EMS Certification           | MTD Calls | YTD Calls |
|--------------|------------|-------------|------------------|---------------|-----------------|--------------------------------|-----------------------------|-----------|-----------|
| Acevedo      | Manuel     | 189639      | Associate Member |               | Firefighter     | Firefighter II                 | EMT-B (FL)                  | 11        | 16        |
| Arnold       | Kenneth    | 190026      | Associate Member |               | Firefighter     | Firefighter II                 | Paramedic (FL)              | 0         | 0         |
| Aubrey       | Keith      | 163         | Regular Member   |               | Firefighter     | Firefighter II                 | Paramedic (FL)              | 0         | 14        |
| Benrubi      | Aaron      | 173349      | Associate Member |               | Firefighter     | Firefighter II                 | Paramedic (FL)              | 10        | 37        |
| Bias         | Jonathan   | 81298       | Associate Member |               | Firefighter     | Firefighter II                 | Paramedic (FL)              | 4         | 34        |
| Cabrera      | Ricardo    | 177336      | Associate Member |               | Firefighter     | Firefighter II                 |                             | 0         | 0         |
| Carlton      | Ryan       | 186384      | Associate Member |               | Lieutenant      | Firefighter II                 | EMT-B (FL)                  | 18        | 112       |
| Clinton      | Ryan       | 177389      | Associate Member |               | Lieutenant      | Firefighter II                 | CPR for healthcare provider | 32        | 82        |
| Cosenza      | Vincent    | 169533      | Associate Member |               | Firefighter     | Firefighter II                 | EMT-B (FL)                  | 3         | 13        |
| Cowles       | James      | 186248      | Regular Member   | *             | Trainee         | Trainee                        | CPR for healthcare provider | 8         | 116       |
| DeMeillon    | Craig      | 192229      | Associate Member |               | Firefighter     | Firefighter I                  | CPR for healthcare provider | 0         | 0         |
| DeZayas      | Mauricio   | 186553      | Associate Member |               | Firefighter     | Firefighter II                 | CPR for healthcare provider | 16        | 32        |
| Dupoux       | Eric       | 184333      | Associate Member |               | Firefighter     | Firefighter II                 | CPR for healthcare provider | 5         | 24        |
| Edouard      | Myriam     | 708         | Associate Member |               | Firefighter     | Firefighter II                 | EMT-B (FL)                  | 0         | 15        |
| Garcia       | Ali        | 166036      | Associate Member |               | Firefighter     | Firefighter II                 | Paramedic (FL)              | 4         | 39        |
| Gonzalez     | Anthony    | 177356      | Associate Member |               | Firefighter     | Firefighter II                 | EMT-B (FL)                  | 1         | 12        |
| Hopping      | Judson     | 054         | Regular Member   |               | Fire Chief      | Firefighter II - D/E           | EMT-B (FL)                  | 13        | 58        |
| Johnson      | Scott      | 33742       | Regular Member   |               | Firefighter     | Firefighter II-D/E - Officer I | Paramedic (FL)              | 25        | 120       |
| Kane         | Mark       | 155         | Associate Member |               | Captain         | Firefighter II-D/E - Officer I | EMT-B (FL)                  | 20        | 112       |
| Karley       | Robert     | 101         | Regular Member   | *             | Firefighter     | Firefighter II - D/E           | CPR for healthcare provider | 18        | 136       |
| Lane         | Taylor     | 186647      | Associate Member |               | Firefighter     | Firefighter II                 | Paramedic (FL)              | 0         | 0         |
| Leon         | Matthew    | 182330      | Associate Member |               | Lieutenant      | Firefighter II                 | EMT-B (FL)                  | 27        | 137       |
| Louvaris     | John       | 078         | Regular Member   |               | Deputy Chief    | Firefighter II-D/E - Officer I | CPR for healthcare provider | 35        | 24        |
| Mangin       | Andrew     | 735         | Associate Member |               | Firefighter     | Firefighter II - D/E           | Paramedic (FL)              | 6         | 35        |
| Obregon      | Chelsea    | 192558      | Associate Member |               | Trainee         | Trainee                        | CPR for healthcare provider | 0         | 3         |
| Obsaint      | Antoinette | 165334      | Associate Member |               | Firefighter     | Firefighter II                 | EMT-B (FL)                  | 3         | 22        |
| Paine        | Kyle       | 173         | Regular Member   |               | Firefighter     | Firefighter II                 | EMT-B (FL)                  | 3         | 22        |
| Paine        | Riley      | 704         | Regular Member   |               | Battalion Chief | Firefighter II-D/E - Officer I | Paramedic (FL)              | 31        | 146       |
| Paine        | Stephen    | 140         | Regular Member   |               | Fire Marshal    | Firefighter II                 | CPR for healthcare provider | 12        | 83        |
| Piper        | Kyle       | 184815      | Associate Member |               | Firefighter     | Firefighter II                 |                             | 0         | 0         |
| Robinson     | Ruth       | 181711      | Associate Member |               | Firefighter     | Firefighter II                 | EMT-B (FL)                  | 4         | 31        |
| Silverstone  | James      | 025         | Regular Member   | *             | Firefighter II  | Firefighter II                 | CPR for healthcare provider | 11        | 31        |
| Steward      | Theodore   | 190140      | Associate Member |               | Firefighter     | Firefighter II                 | EMT-B (FL)                  | 0         | 0         |
| Strappberger | Stephanie  | 188892      | Associate Member |               | Firefighter     | Firefighter II                 | Paramedic (FL)              | 0         | 0         |
| Warden       | Stephanie  |             | Associate Member |               | Trainee         | Trainee                        | CPR for healthcare provider | 0         | 0         |
| Wolf         | Ian        | 182777      | Associate Member |               | Firefighter     | Firefighter II                 | EMT-B (FL)                  | 0         | 0         |

\*Note above roster does not reflect "Inactive" Members

## Monthly Activity Report - February 2021

| Date      | Fire/Rescue Calls        | Event Description                                                            | Start Time  | End Time    | No. of FF |
|-----------|--------------------------|------------------------------------------------------------------------------|-------------|-------------|-----------|
| 01-Feb-21 | 4530 Seagrape Drive      | Other fire - service call lock out                                           | 9:59:00 PM  | 10:31:00 PM | 4         |
| 02-Feb-21 | 4050 North Ocean Drive   | Drowning - Ft. Ldfe. Units on scene - their zone                             | 12:14:00 PM | 12:26:00 PM | 6         |
| 03-Feb-21 | 263 Shore Court          | Fire alarm                                                                   | 10:28:00 PM | 11:03:00 PM | 5         |
| 04-Feb-21 | 4632 Seagrape Drive      | Fire alarm                                                                   | 12:51:00 AM | 1:12:00 AM  | 4         |
| 04-Feb-21 | 232 Codrington Drive     | Other fire - svc call                                                        | 10:31:00 AM | 10:46:00 AM | 7         |
| 05-Feb-21 | Commercial & N. Ocean    | Motor vehicle accident w/4 vehicles                                          | 4:03:00 PM  | 4:10:00 PM  | 11        |
| 05-Feb-21 | Imperial Ln & N. Ocean   | Motor Vehicle Accident - head on                                             | 8:32:00 PM  | 9:41:00 PM  | 5         |
| 06-Feb-21 | 1440 South Ocean Blvd.   | Fire alarm                                                                   | 4:53:00 PM  | 5:15:00 PM  | 7         |
| 06-Feb-21 | 1440 South Ocean Blvd.   | Fire alarm                                                                   | 6:13:00 PM  | 6:26:00 PM  | 6         |
| 06-Feb-21 | 1440 South Ocean Blvd.   | Fire alarm                                                                   | 6:45:00 PM  | 6:55:00 PM  | 5         |
| 07-Feb-21 | 4345 El Mar Drive        | Other fire - service call                                                    | 10:55:00 AM | 11:01:00 AM | 6         |
| 07-Feb-21 | 4900 North Ocean Blvd.   | Fire alarm                                                                   | 12:36:00 PM | 12:50:00 PM | 6         |
| 07-Feb-21 | 275 Commercial Blvd.     | Accident Rollover                                                            | 11:15:00 PM | 12:05:00 AM | 4         |
| 10-Feb-21 | 4318 El Mar Drive        | Fire alarm                                                                   | 9:39:00 PM  | 10:01:00 PM | 6         |
| 10-Feb-21 | 239 Commercial Blvd.     | Accident w/injuries                                                          | 10:37:00 PM | 10:46:00 PM | 5         |
| 11-Feb-21 | 5555 North Ocean Blvd.   | Other fire - suspicious package                                              | 11:30:00 AM | 11:58:00 AM | 7         |
| 11-Feb-21 | 1900 South Ocean Blvd.   | Other fire - svc call water leak in fire pipe                                | 1:48:00 PM  | 3:01:00 PM  | 7         |
| 12-Feb-21 | 4444 El Mar Drive        | Fire alarm; water flow                                                       | 1:12:00 PM  | 2:33:00 PM  | 7         |
| 13-Feb-21 | 1770 South Ocean Blvd.   | Open water drowning - Kite surfer not in distress                            | 12:47:00 PM | 1:12:00 PM  | 7         |
| 13-Feb-21 | 4620 Bougainvillea Drive | Elevator rescue                                                              | 4:26:00 PM  | 4:44:00 PM  | 6         |
| 13-Feb-21 | 4419 W. Tradewinds Ave.  | Other fire - svc call access                                                 | 8:51:00 PM  | 9:39:00 PM  | 5         |
| 13-Feb-21 | 1950 South Ocean Blvd.   | Fire alarm                                                                   | 9:37:00 PM  | 9:49:00 PM  | 5         |
| 15-Feb-21 | 4318 El Mar Drive        | Fire alarm                                                                   | 5:58:00 PM  | 6:11:00 PM  | 7         |
| 17-Feb-21 | 6000 North Ocean Drive   | Fire alarm                                                                   | 4:20:00 PM  | 4:32:00 PM  | 6         |
| 17-Feb-21 | 4540 Poinciana Street    | Other fire - service call                                                    | 9:17:00 PM  | 9:29:00 PM  | 5         |
| 18-Feb-21 | 1950 South Ocean Blvd.   | Fire alarm                                                                   | 11:18:00 AM | 11:29:00 AM | 8         |
| 18-Feb-21 | 5000 North Ocean Blvd.   | Other fire - pt assist on beach                                              | 12:42:00 PM | 1:45:00 PM  | 4         |
| 18-Feb-21 | 1850 South Ocean Blvd.   | Other fire - svc call                                                        | 1:32:00 PM  | 1:41:00 PM  | 7         |
| 18-Feb-21 | 2 Commercial Blvd.       | Other fire - jelly fish sting on beach                                       | 1:40:00 PM  | 1:58:00 PM  | 8         |
| 18-Feb-21 | 1 Commercial Blvd.       | Other fire - jelly fish sting on beach                                       | 2:22:00 PM  | 2:47:00 PM  | 5         |
| 18-Feb-21 | 4600 El Mar Drive        | Other fire - jelly fish sting on beach                                       | 3:15:00 PM  | 3:26:00 PM  | 5         |
| 19-Feb-21 | 2 Commercial Blvd.       | Drowning - 4 snorkelers pulled from rip current                              | 12:01:00 PM | 12:26:00 PM | 8         |
| 20-Feb-21 | 2 Commercial Blvd.       | Other fire - wash down                                                       | 12:29:00 AM | 12:47:00 AM | 4         |
| 20-Feb-21 | 5000 North Ocean Drive   | Elevator rescue                                                              | 3:53:00 PM  | 4:34:00 PM  | 11        |
| 20-Feb-21 | 5100 North Ocean Drive   | Fire alarm                                                                   | 6:08:00 PM  | 6:23:00 PM  | 12        |
| 24-Feb-21 | 5000 North Ocean Drive   | Elevator rescue                                                              | 12:16:00 PM | 12:29:00 PM | 7         |
| 22-Feb-21 | 5100 North Ocean Drive   | Fire alarm                                                                   | 3:47:00 PM  | 4:00:00 PM  | 9         |
| 24-Feb-21 | 1940 E. Terra Mar Drive  | Other fire - forced entry                                                    | 7:43:00 AM  | 7:53:00 AM  | 8         |
| 24-Feb-21 | 5. Ocean/Coral Reef Dr.  | Other fire - street flooded due to heavy rains                               | 11:21:00 AM | 11:29:00 AM | 6         |
| 24-Feb-21 | 1641 South Ocean Blvd.   | Other fire - assisted motorist flooded out in middle of road                 | 11:37:00 AM | 12:11:00 PM | 6         |
| 24-Feb-21 | 1920 Coral Reef Drive    | Other fire - pushed vehicle into driveway & assisted motorist out of vehicle | 11:56:00 AM | 12:34:00 PM | 7         |
| 25-Feb-21 | 1967 South Ocean Drive   | Other fire - wellfare check                                                  | 10:53:00 AM | 11:41:00 AM | 4         |
| 27-Feb-21 | 4345 El Mar Drive        | Other fire - lockout                                                         | 8:00:00 AM  |             | 8         |
| 27-Feb-21 | 5400 North Ocean Blvd.   | Other fire - bon fire on the beach                                           | 9:17:00 PM  | 9:24:00 PM  | 4         |

**Total Calls      44**

| Date      | First Responder     | Event Description                                                | Start Time  | End Time    | No. of FF |
|-----------|---------------------|------------------------------------------------------------------|-------------|-------------|-----------|
| 03-Feb-21 | Bougainvillea Drive | medical, walk-up                                                 | 10:33:00 AM | 10:46:00 AM | 5         |
| 03-Feb-21 | South Ocean Blvd.   | medical, E12 made pt contact until M12 arrived                   | 4:55:00 PM  | 5:48:00 PM  | 7         |
| 06-Feb-21 | North Ocean Blvd.   | medical, E12 canceled by M12                                     | 7:46:00 PM  | 8:34:00 PM  | 4         |
| 11-Feb-21 | South Ocean Blvd.   | medical, E12 assisted M12                                        | 6:59:00 PM  | 7:11:00 PM  | 5         |
| 14-Feb-21 | Commercial Blvd.    | medical, OR212 dispatched M12                                    | 3:13:00 PM  | 3:30:00 PM  | 4         |
| 14-Feb-21 | N. Ocean/Flamingo   | medical, E12 assisted R54 w/care                                 | 5:44:00 PM  | 6:30:00 PM  | 5         |
| 14-Feb-21 | El Mar Drive        | medical, OR212 treated pt until M312 arrival                     | 6:18:00 PM  | 6:36:00 PM  | 4         |
| 15-Feb-21 | North Ocean Drive   | medical, E12 provided care until R54 arrival                     | 9:15:00 PM  | 9:41:00 PM  | 4         |
| 19-Feb-21 | Commercial Blvd.    | medical, OR212 assisted M212                                     | 4:03:00 PM  | 5:39:00 PM  | 6         |
| 22-Feb-21 | North Ocean Blvd.   | medical, M12 advised E12 to hold                                 | 12:24:00 PM | 1:38:00 PM  | 5         |
| 24-Feb-21 | Bougainvillea/Comm. | medical, E12 advised BSO citizen laying down in road intoxicated | 10:06:00 PM |             | 4         |

**Total Calls      11**

| Date      | Public Service   | Event Description                                              | Start Time  | End Time   | No. of FF |
|-----------|------------------|----------------------------------------------------------------|-------------|------------|-----------|
| 05-Feb-21 | Station 12       | Installed (2) carseats rear facing & forward facing            | 5:30:00 AM  | 4:30:00 PM | 1         |
| 06-Feb-21 | 4513 Ocean Blvd. | Ariel operations - retrieved AMR ambulance keys off bldg. roof | 8:00:00 AM  | 9:00:00 AM | 4         |
| 09-Feb-21 | Station 12       | Installed a forward facing car seat                            | 12:00:00 PM | 1:00:00 PM | 1         |
| 19-Feb-21 | Station 12       | Installed (2) forward facing car seats                         | 5:00:00 PM  | 6:00:00 PM | 1         |
| 23-Feb-21 | Station 12       | Re-installed a rear facing car seat & gave an infant car seat  | 4:00:00 PM  | 5:00:00 PM | 1         |
| 24-Feb-21 | Station 12       | Installed a rear facing car seat                               | 5:00:00 PM  | 6:00:00 PM | 1         |

| Date      | Drill/Training           | Event Description                                                     | Start Time  | End Time    | No. of FF |
|-----------|--------------------------|-----------------------------------------------------------------------|-------------|-------------|-----------|
| 01-Feb-21 | 1600 S. Ocean Blvd.      | Finished pre-planning fire inspection @Aquazul Condo - North Tower    | 10:00:00 AM | 11:00:00 AM | 4         |
| 01-Feb-21 | Station 12               | Truck maintenance, chain & target saw; SCBA buddy breathing & RIT bag | 6:00:00 PM  | 10:00:00 PM | 6         |
| 04-Feb-21 | Station 12               | Big 2 practice - trainee Stephanie Trapperger state exam              | 1:00:00 PM  | 4:00:00 PM  | 5         |
| 04-Feb-21 | Station 12               | First Responder drill; CP12 on down ff w/full gear & PPE              | 6:00:00 PM  | 10:00:00 PM | 6         |
| 06-Feb-21 | Community Center         | Tactics & Strategies final                                            | 9:00:00 AM  | 1:00:00 PM  | 6         |
| 11-Feb-21 | Station 12               | First Responder drill; taking vitals, & CPR on down FF w/full gear    | 6:00:00 PM  | 10:00:00 PM | 5         |
| 17-Feb-21 | Admin Office             | New class orientation                                                 | 6:00:00 PM  | 10:00:00 PM | 14        |
| 18-Feb-21 | Station 12               | Engine company ops; 1 line/supply line                                | 6:00:00 PM  | 10:00:00 PM | 5         |
| 20-Feb-21 | Station 12               | New class P.O.'s                                                      | 8:00:00 AM  | 12:00:00 PM | 19        |
| 20-Feb-21 | Station 12               | New class P.O.'s                                                      | 1:00:00 PM  | 5:00:00 PM  | 19        |
| 22-Feb-21 | 6000 Hiatus Road, Sta 15 | ATPC2630 Latent Investigations for Fire Inspectors                    | 8:00:00 AM  | 6:00:00 PM  | 1         |
| 22-Feb-21 | Station 12               | SCBA, Ropes/Knots & engine company ops                                | 8:00:00 AM  | 10:00:00 PM | 5         |
| 23-Feb-21 | 6000 Hiatus Road, Sta 15 | ATPC2630 Latent Investigations for Fire Inspectors                    | 8:00:00 AM  | 6:00:00 PM  | 1         |
| 24-Feb-21 | 6001 Hiatus Road, Sta 15 | ATPC2630 Latent Investigations for Fire Inspectors                    | 8:00:00 AM  | 6:00:00 PM  | 1         |
| 25-Feb-21 | 6002 Hiatus Road, Sta 15 | ATPC2630 Latent Investigations for Fire Inspectors                    | 8:00:00 AM  | 6:00:00 PM  | 1         |
| 25-Feb-21 | Station 12               | Pro-paks                                                              | 6:00:00 PM  | 10:00:00 PM | 6         |
| 27-Feb-21 | Station 12               | Spotter class for new hires                                           | 8:00:00 AM  | 10:30:00 AM | 18        |
| 27-Feb-21 | Station 12               | New class P.O.'s                                                      | 10:30:00 AM | 12:00:00 PM | 18        |
| 27-Feb-21 | Station 12               | New class P.O.'s                                                      | 1:00:00 PM  | 5:30:00 PM  | 17        |

| Date                    | Ocean Rescue | Event Description                                                                                                          | Start Time  | End Time    | No. of FF |
|-------------------------|--------------|----------------------------------------------------------------------------------------------------------------------------|-------------|-------------|-----------|
| 13-Feb-21               | Beach        | Ocean rescue patrol                                                                                                        | 10:00:00 AM | 5:00:00 PM  | 2         |
| 14-Feb-21               | Beach        | Ocean rescue patrol                                                                                                        | 10:00:00 AM | 5:00:00 PM  | 2         |
| 15-Feb-21               | Beach        | Ocean rescue patrol                                                                                                        | 10:00:00 AM | 4:00:00 PM  | 2         |
| 22-Feb-21               | Beach        | Ocean rescue patrol                                                                                                        | 1:30:00 PM  | 4:00:00 PM  | 3         |
| 25-Feb-21               | Ocean        | Ran both jet skis                                                                                                          | 1:00:00 PM  | 4:30:00 PM  | 2         |
| 27-Feb-21               | Beach        | Ocean rescue patrol                                                                                                        | 10:00:00 AM | 2:30:00 PM  | 2         |
| 01/1/2021 thru 02/28/21 | Beach        | Special Detail; patrolled north & south of the pier throughout the month at various intervals as requested by the Town Mgr | 7:00:00 PM  | 10:30:00 PM | 2-4       |

\*Ocean Rescue patrol consist of checking poles/life rings, educating public on flags, rips currents & any fire related issued near or on the beach.

## Unit Response Time 3- Month Average

### Feb-21

| Apparatus     | Batt. Chief<br>12 | Engine<br>12 | Engine<br>212 | Squirt<br>12 |
|---------------|-------------------|--------------|---------------|--------------|
| Call Count    | 46                | 53           | 4             | 4            |
| Response Time | 0:04:33           | 0:04:20      | 0:00:00       | 0:00:00      |

Total Average Response Time : 4:35

### Jan-21

| Apparatus     | Batt. Chief<br>12 | Engine<br>12 | Engine<br>212 | Squirt<br>12 |
|---------------|-------------------|--------------|---------------|--------------|
| Call Count    | 50                | 57           | 5             | 8            |
| Response Time | 0:04:59           | 0:04:46      | 0:00:00       | 0:00:00      |

Total Average Response Time : 4:38

### Dec-20

| Apparatus     | Batt. Chief<br>12 | Engine<br>12 | Engine<br>212 | Squirt<br>12 |
|---------------|-------------------|--------------|---------------|--------------|
| Call Count    | 47                | 55           | 5             | 11           |
| Response Time | 0:04:35           | 0:04:23      | 0:00:00       | 0:00:00      |

Total Average Response Time : 4:51



# Lauderdale-By-The-Sea Volunteer Fire Department

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## Overview

During the month of March 2021, the Volunteer Fire Department continued its focus on fire prevention for high-rise buildings and commercial properties. There were 34 fire inspections with 21 re-inspections.

### Responses:

The Volunteer Fire Department responded to 32 fire rescue calls within the limits of our contract.

- Of the 32 emergency fire calls dispatched, there were 15 fire alarms, 4 vehicle accidents w/injuries, 2 elevator rescues, and 11 "other" fires.
- There were 108 emergency medical 911 calls for March 2021. The department was dispatched to 17 of those calls, of which, 5 was cleared by the Chief on Duty or Med12. The department provided first responder care on 5 of the medical calls until M12/212 arrival and assisted M12/212 on 7 of the medical calls.

### Training:

The Volunteer Fire Department had 10 regular in-town members, and 26 associate out of town members for a total of 36 active members.

For the month of March, there were 10 fire drills, 2 ocean rescue/spotter drills, 2 hose testing days, and 2 car seat installations consisting of the following:

- 381 Hrs - Fire Fighter drills & Ocean rescue training
- 120 Hrs - Annual Hose Testing
- 2 Hrs - Public Education – Car Seat Installation

A total of 503+ hours were spent in the month of March on training.

In closing, the Volunteer Fire Department will continue to improve and increase its members training, as required by ISO and established state training curriculums.

Respectfully,

Judson Hopping,  
Fire Chief



# Town of Lauderdale-By-The-Sea Fire Department Monthly Report March 2021

|                               | Regular In-town | Associate Out of Town |
|-------------------------------|-----------------|-----------------------|
| Active Member                 | 10              | 26                    |
| Fire 1 non-certified          | 1               | 2                     |
| Fire 1 Certified              | 0               | 0                     |
| Fire II Certified             | 9               | 24                    |
| CPR/1 <sup>st</sup> Responder | 5               | 7                     |
| EMT-B (FL)                    | 2               | 12                    |
| Paramedic (FL)                | 3               | 7                     |

## Emergency Calls

|                                     |     |
|-------------------------------------|-----|
| Fire/Rescue                         | 32  |
| Total Medical 911 calls             | 108 |
| Medical calls V.F.D. Not Dispatched | 91  |
| Medical calls V.F.D. Dispatched     | 17  |
| Medical calls Canceled by COD/M12   | 5   |
| Medical calls V.F.D. Assisted       | 12  |

## Training \*excludes Target Solutions on-line trng.

**503+ Total Hrs.**

|                                          |         |
|------------------------------------------|---------|
| Firefighter & Ocean rescue drills        | 381 Hrs |
| Annual Hose Testing                      | 120 Hrs |
| Public Awareness – Car Seat Installation | 2 Hrs   |

## Station Watch Hours

**3,120+ Total Hrs.**

|                                        |            |
|----------------------------------------|------------|
| Firefighter Station Watch/Ocean patrol | 2,376+ Hrs |
| Chief on Duty/Command                  | 744 Hrs    |

## LBTS Volunteer Fire Department - March 2021, Active Roster

| Last Name    | First Name | LBTS FF No. | Membership       | Town Resident | Rank            | Fire Cert                      | EMS Certification           | MTD Calls | YTD Calls |
|--------------|------------|-------------|------------------|---------------|-----------------|--------------------------------|-----------------------------|-----------|-----------|
| Acevedo      | Manuel     | 189639      | Associate Member |               | Firefighter     | Firefighter II                 | EMT-B (FL)                  | 7         | 23        |
| Arnold       | Kenneth    | 190026      | Associate Member |               | Firefighter     | Firefighter II                 | Paramedic (FL)              | 8         | 8         |
| Aubrey       | Keith      | 163         | Regular Member   |               | Firefighter     | Firefighter II                 | Paramedic (FL)              | 0         | 14        |
| Benrubi      | Aaron      | 173349      | Associate Member |               | Firefighter     | Firefighter II                 | Paramedic (FL)              | 6         | 43        |
| Bias         | Jonathan   | 81298       | Associate Member |               | Firefighter     | Firefighter II                 | Paramedic (FL)              | 4         | 38        |
| Cabrera      | Ricardo    | 177336      | Associate Member |               | Firefighter     | Firefighter II                 | CPR for healthcare provider | 4         | 4         |
| Carlton      | Ryan       | 186384      | Associate Member |               | Lieutenant      | Firefighter II                 | EMT-B (FL)                  | 12        | 124       |
| Clinton      | Ryan       | 177389      | Associate Member |               | Lieutenant      | Firefighter II                 | CPR for healthcare provider | 0         | 82        |
| Cosenza      | Vincent    | 169533      | Associate Member |               | Firefighter     | Firefighter II                 | EMT-B (FL)                  | 8         | 21        |
| Cowles       | James      | 186248      | Regular Member   | *             | Trainee         | Trainee                        | CPR for healthcare provider | 11        | 127       |
| DeZayas      | Mauricio   | 186553      | Associate Member |               | Firefighter     | Firefighter II                 | CPR for healthcare provider | 7         | 39        |
| Dupoux       | Eric       | 184333      | Associate Member |               | Firefighter     | Firefighter II                 | CPR for healthcare provider | 3         | 27        |
| Edouard      | Myriam     | 708         | Associate Member |               | Firefighter     | Firefighter II                 | EMT-B (FL)                  | 3         | 18        |
| Garcia       | Ali        | 166036      | Associate Member |               | Firefighter     | Firefighter II                 | Paramedic (FL)              | 13        | 52        |
| Gonzalez     | Anthony    | 177356      | Associate Member |               | Firefighter     | Firefighter II                 | EMT-B (FL)                  | 5         | 17        |
| Hopping      | Judson     | 054         | Regular Member   |               | Fire Chief      | Firefighter II - D/E           | EMT-B (FL)                  | 3         | 61        |
| Johnson      | Scott      | 33742       | Regular Member   |               | Firefighter     | Firefighter II-D/E - Officer I | Paramedic (FL)              | 15        | 135       |
| Kane         | Mark       | 155         | Associate Member |               | Captain         | Firefighter II-D/E - Officer I | EMT-B (FL)                  | 16        | 128       |
| Karley       | Robert     | 101         | Regular Member   | *             | Firefighter     | Firefighter II - D/E           | CPR for healthcare provider | 14        | 150       |
| Lane         | Taylor     | 186647      | Associate Member |               | Firefighter     | Firefighter II                 | Paramedic (FL)              | 10        | 10        |
| Leon         | Matthew    | 182330      | Associate Member |               | Lieutenant      | Firefighter II                 | EMT-B (FL)                  | 31        | 168       |
| Louvaris     | John       | 078         | Regular Member   |               | Deputy Chief    | Firefighter II-D/E - Officer I | CPR for healthcare provider | 39        | 63        |
| Mangin       | Andrew     | 735         | Associate Member |               | Firefighter     | Firefighter II - D/E           | Paramedic (FL)              | 7         | 44        |
| Martelli     | Gabriel    | 188481      | Associate Member |               | Firefighter     | Firefighter II                 | EMT-B (FL)                  | 5         | 5         |
| Obregon      | Chelsea    | 192558      | Associate Member |               | Trainee         | Trainee                        | CPR for healthcare provider | 0         | 3         |
| Obsaint      | Antoinette | 165334      | Associate Member |               | Firefighter     | Firefighter II                 | EMT-B (FL)                  | 1         | 23        |
| Paine        | Kyle       | 173         | Regular Member   |               | Firefighter     | Firefighter II                 | EMT-B (FL)                  | 1         | 23        |
| Paine        | Riley      | 704         | Regular Member   |               | Battalion Chief | Firefighter II-D/E - Officer I | Paramedic (FL)              | 20        | 166       |
| Paine        | Stephen    | 140         | Regular Member   |               | Fire Marshal    | Firefighter II                 | CPR for healthcare provider | 11        | 94        |
| Piper        | Kyle       | 184815      | Associate Member |               | Firefighter     | Firefighter II                 | CPR for healthcare provider | 4         | 4         |
| Robinson     | Ruth       | 181711      | Associate Member |               | Firefighter     | Firefighter II                 | EMT-B (FL)                  | 3         | 34        |
| Silverstone  | James      | 025         | Regular Member   | *             | Firefighter II  | Firefighter II                 | CPR for healthcare provider | 8         | 39        |
| Steward      | Theodore   | 190140      | Associate Member |               | Firefighter     | Firefighter II                 | EMT-B (FL)                  | 5         | 5         |
| Strappberger | Stephanie  | 188892      | Associate Member |               | Firefighter     | Firefighter II                 | Paramedic (FL)              | 0         | 0         |
| Warden       | Stephanie  |             | Associate Member |               | Trainee         | Trainee                        | CPR for healthcare provider | 1         | 1         |
| Wolf         | Ian        | 182777      | Associate Member |               | Firefighter     | Firefighter II                 | EMT-B (FL)                  | 7         | 7         |

\*Note above roster does not reflect "Inactive" Members



## Monthly Activity Report - March 2021

| Date      | Fire/Rescue Calls        | Event Description                 | Start Time  | End Time    | No. of FF |
|-----------|--------------------------|-----------------------------------|-------------|-------------|-----------|
| 01-Mar-21 | 1 Commercial Blvd.       | Other fire - suspicious package   | 9:22:00 AM  | 9:28:00 AM  | 5         |
| 01-Mar-21 | 4629 Poinciana Street    | Other fire - service call         | 3:32:00 PM  | 3:52:00 PM  | 5         |
| 01-Mar-21 | 1800 South Ocean Blvd.   | Elevator rescue                   | 10:30:00 PM | 10:48:00 PM | 5         |
| 02-Mar-21 | 4900 North Ocean Blvd.   | Fire alarm                        | 1:32:00 PM  | 2:23:00 PM  | 9         |
| 04-Mar-21 |                          | MVA vs bicyclist                  | 1:10:00 PM  | 1:32:00 PM  | 6         |
| 06-Mar-21 | 4269 Bougainville Drive  | Other fire - washdown             | 2:30:00 AM  | 3:20:00 AM  | 6         |
| 06-Mar-21 | 5100 North Ocean Blvd.   | Fire alarm                        | 6:45:00 PM  | 6:54:00 PM  | 7         |
| 07-Mar-21 | 1480 South Ocean Blvd.   | Other fire - welfare check        | 11:45:00 AM | 1:15:00 PM  | 6         |
| 07-Mar-21 | 5100 North Ocean Drive   | Fire alarm                        | 6:00:00 PM  | 6:11:00 PM  | 8         |
| 08-Mar-21 | Topic Isle/Delair Ave    | Other fire - pipe leak            | 2:16:00 PM  | 3:19:00 PM  | 7         |
| 10-Mar-21 | 4629 Poinciana Street    | Other fire - service call         | 12:44:00 AM | 12:59:00 AM | 4         |
| 10-Mar-21 | 1700 South Ocean Blvd.   | Fire alarm                        | 11:52:00 AM | 12:12:00 PM | 11        |
| 10-Mar-21 | 4243 El Mar Drive        | Other fire - service call lockout | 2:17:00 PM  | 2:56:00 PM  | 6         |
| 12-Mar-21 | 6002 N. Ocean Beach side | Other fire - buoy in water        | 9:36:00 AM  | 10:01:00 AM | 4         |
| 16-Mar-21 | 4653 North Ocean Drive   | Other fire - suspicious incident  | 5:23:00 PM  | 5:59:00 PM  | 3         |
| 16-Mar-21 | 4900 North Ocean Drive   | Fire alarm                        | 7:58:00 PM  | 8:08:00 PM  | 5         |
| 18-Mar-21 | 1700 South Ocean Blvd.   | Fire alarm                        | 8:46:00 PM  | 8:52:00 PM  | 16        |
| 18-Mar-21 | 1700 South Ocean Blvd.   | Fire alarm                        | 9:51:00 PM  | 10:03:00 PM | 5         |
| 19-Mar-21 | 1700 South Ocean Blvd.   | Fire alarm                        | 4:29:00 AM  | 4:32:00 AM  | 5         |
| 19-Mar-21 | 1931 Waters Edge         | Fire alarm                        | 1:30:00 PM  | 1:43:00 PM  | 6         |
| 19-Mar-21 | 2000 South Ocean Blvd.   | Accident w/injuries               | 5:23:00 PM  | 5:32:00 PM  | 5         |
| 22-Mar-21 | 4721 North Ocean Drive   | Fire alarm                        | 9:43:00 AM  | 9:54:00 AM  | 8         |
| 23-Mar-21 | 1800 South Ocean Blvd.   | Fire alarm                        | 9:39:00 AM  | 10:05:00 AM | 7         |
| 23-Mar-21 | N. Ocean/Datura          | Traffic accident                  | 5:25:00 PM  | 5:31:00 PM  | 8         |
| 23-Mar-21 | 1500 South Ocean Blvd.   | Fire alarm                        | 9:18:00 PM  | 9:28:00 PM  | 9         |
| 24-Mar-21 | 279 Capril Avenue        | Fire alarm                        | 1:49:00 PM  | 1:56:00 PM  | 8         |
| 28-Mar-21 | 4326 Bougainville Drive  | Elevator rescue                   | 1:47:00 PM  | 1:56:00 PM  | 5         |
| 29-Mar-21 | Commercial/N. Ocean      | Accident w/injuries               | 12:28:00 AM | 1:05:00 AM  | 5         |
| 29-Mar-21 | 1461 South Ocean Blvd.   | Fire alarm                        | 1:59:00 AM  | 2:25:00 AM  | 5         |
| 29-Mar-21 | 4228 El Mar Drive        | Fire alarm                        | 10:44:00 AM | 11:00:00 AM | 8         |
| 31-Mar-21 | Allenwood & Hibiscus     | Water leaking                     | 6:14:00 PM  | 6:23:00 PM  | 6         |
| 31-Mar-21 | 4525 Bougainville Drive  | Other fire - fire pit             | 7:02:00 PM  | 7:05:00 PM  | 5         |

**Total Calls      32**

| Date      | First Responder                | Event Description                                                        | Start Time  | End Time    | No. of FF |
|-----------|--------------------------------|--------------------------------------------------------------------------|-------------|-------------|-----------|
| 05-Mar-21 | El Mar Drive                   | medical, E12 canceled by B12                                             | 7:33:00 AM  |             | 5         |
| 05-Mar-21 | El Mar & Pine - Beach          | medical, OR212 transported pt off beach w/broken toe                     | 4:15:00 PM  | 4:43:00 PM  | 5         |
| 09-Mar-21 | North Ocean Drive              | medical, E12 held at station                                             | 6:24:00 PM  | 7:07:00 PM  | 4         |
| 11-Mar-21 | Pine & N. Ocean                | medical, E12 assisted M12                                                | 5:47:00 AM  | 6:36:00 AM  | 5         |
| 13-Mar-21 | Commercial Blvd/ El Prado Park | medical, OR212 provided 1st responder care & transported to M12          | 1:55:00 PM  | 2:06:00 PM  | 10        |
| 13-Mar-21 | North Ocean Drive              | medical, E12 assisted M212                                               | 11:49:00 PM | 12:47:00 AM | 5         |
| 17-Mar-21 | Commercial Blvd.               | medical, E12 canceled by dispatch                                        | 7:36:00 PM  |             | 5         |
| 18-Mar-21 | El Mar Drive                   | medical, B12 canceled E12                                                | 1:28:00 AM  |             | 5         |
| 18-Mar-21 | South Ocean Blvd.              | medical, E12 assisted M12                                                | 8:07:00 AM  | 8:20:00 AM  | 5         |
| 18-Mar-21 | Bougainville Drive             | medical, provided 1st responder care for walk-up                         | 11:08:00 AM | 12:03:00 PM | 5         |
| 20-Mar-21 | Commercial Blvd                | medical, E12 canceled by M12                                             | 12:02:00 AM | 12:13:00 AM | 4         |
| 20-Mar-21 | Commercial/N. Ocean            | medical, pt refused care                                                 | 12:23:00 AM | 1:03:00 AM  | 4         |
| 20-Mar-21 | El Mar/Commercial              | medical, OR212 assisted M12                                              | 10:04:00 AM | 10:39:00 AM | 6         |
| 24-Mar-21 | North Ocean Drive              | medical, E12 provided 1st responder care until M212 arrived to transport | 4:13:00 PM  | 5:29:00 PM  | 5         |
| 27-Mar-21 | Bougainville Drive             | medical, E12 assisted M12                                                | 3:19:00 PM  | 4:12:00 PM  | 5         |
| 28-Mar-21 | North Ocean Drive              | medical, E12 assisted M212                                               | 5:34:00 PM  | 6:30:00 PM  | 4         |
| 28-Mar-21 | Miramar Avenue                 | medical, E12 assisted M12                                                | 5:44:00 PM  | 6:46:00 PM  | 4         |

**Total Calls      17**

| Date      | Public Service | Event Description                   | Start Time | End Time   | No. of FF |
|-----------|----------------|-------------------------------------|------------|------------|-----------|
| 02-Mar-21 | Station 12     | Installed a rearfacing car seat     | 5:00:00 PM | 6:00:00 PM | 1         |
| 24-Mar-21 | Station 12     | Installed a forward facing car seat | 2:00:00 PM | 3:00:00 PM | 1         |

| Date      | Drill/Training         | Event Description                                             | Start Time | End Time    | No. of FF |
|-----------|------------------------|---------------------------------------------------------------|------------|-------------|-----------|
| 01-Mar-21 | Station 12             | Zone location & familiarization/driving                       | 6:00:00 PM | 10:00:00 PM | 4         |
| 03-Mar-21 | Station 12             | Finish new class P.O.'s                                       | 5:00:00 PM | 8:30:00 PM  | 8         |
| 04-Mar-21 | Station 12             | FF1 sign-off skills for trainee Cowles                        | 6:00:00 PM | 10:00:00 PM | 9         |
| 06-Mar-21 | Station 12             | Spotter class - new members                                   | 8:00:00 AM | 11:00:00 AM | 14        |
| 08-Mar-21 | Station 12             | 5" supply line, 1 3/4 attack line & high-rise equip.          | 6:00:00 PM | 10:00:00 PM | 8         |
| 12-Mar-21 | Station 12             | FF1 sign-off skills for trainee Cowles                        | 1:00:00 PM | 3:00:00 PM  | 2         |
| 13-Mar-21 | 2001 South Ocean Blvd. | Annual Hose Testing                                           | 8:30:00 AM | 1:30:00 PM  | 14        |
| 15-Mar-21 | Station 12             | Engine company ops; ladders, 1 3/4 attack lines & tying tools | 6:00:00 PM | 10:00:00 PM | 7         |
| 18-Mar-21 | 4900 North Ocean Drive | High-rise ops @Sea Ranch                                      | 6:00:00 PM | 10:00:00 PM | 15        |
| 20-Mar-21 | Station 12             | Ocean rescue drill                                            | 9:00:00 AM | 12:00:00 PM | 5         |
| 22-Mar-21 | 4900 N. Ocean Drive    | High-rise ops @Sea Ranch                                      | 6:00:00 PM | 10:00:00 PM | 14        |
| 25-Mar-21 | 4900 North Ocean Drive | High-rise @ Sea Ranch                                         | 6:00:00 PM | 10:00:00 PM | 9         |
| 27-Mar-21 | 2001 South Ocean Blvd. | Annual Hose Testing                                           | 8:00:00 AM | 1:00:00 PM  | 10        |
| 29-Mar-21 | 4300 El Mar Drive      | High-rise ops @ Winter Colony                                 | 6:00:00 PM | 10:00:00 PM | 8         |

| Date                    | Ocean Rescue | Event Description                                                                                                        | Start Time  | End Time   | No. of FF |
|-------------------------|--------------|--------------------------------------------------------------------------------------------------------------------------|-------------|------------|-----------|
| 07-Mar-21               | Beach        | Ocean rescue patrol                                                                                                      | 11:00:00 AM | 4:30:00 PM | 2         |
| 26-Mar-21               | Beach        | Ocean rescue patrol                                                                                                      | 11:15:00 AM | 5:30:00 PM | 2         |
| 03/1/2021 thru 03/31/21 | Beach        | Special Detail; patrolled beach with CAP official throughout the month at various intervals as requested by the Town Mgr | 1:00:00 PM  | 3:00:00 PM | 2-4       |

\*Ocean Rescue patrol consist of checking poles/life rings, educating public on flags, rips currents & any fire related issued near or on the beach.

## Unit Response Time 3- Month Average

### Apr-21

| Apparatus     | Batt. Chief<br>12 | Engine<br>12 | Engine<br>212 | Squirt<br>12 |
|---------------|-------------------|--------------|---------------|--------------|
| Call Count    | 32                | 44           | 1             | 4            |
| Response Time | 0:05:17           | 0:05:23      | 0:00:00       | 0:00:00      |

Total Average Response Time : 4:51

### Feb-21

| Apparatus     | Batt. Chief<br>12 | Engine<br>12 | Engine<br>212 | Squirt<br>12 |
|---------------|-------------------|--------------|---------------|--------------|
| Call Count    | 46                | 53           | 4             | 4            |
| Response Time | 0:04:33           | 0:04:20      | 0:00:00       | 0:00:00      |

Total Average Response Time : 4:35

### Jan-21

| Apparatus     | Batt. Chief<br>12 | Engine<br>12 | Engine<br>212 | Squirt<br>12 |
|---------------|-------------------|--------------|---------------|--------------|
| Call Count    | 50                | 57           | 5             | 8            |
| Response Time | 0:04:59           | 0:04:46      | 0:00:00       | 0:00:00      |

Total Average Response Time : 4:38



## **Town Commission Agenda Item Report**

**Meeting Date:** April 13, 2021

**Submitted By:** Thomas Palmer

**Submitting Department:** Public Safety

**Item Type:** Report

**Agenda Section:** PUBLIC SAFETY DISCUSSION

---

**Subject Title:**

BSO March 2021 Report (Captain Thomas Palmer, BSO)

**Explanation:**

BSO March 2021 Report

**Recommendation:**

Accept/Approve

**Attachments:**

Ex.1 – BSO March 2021 Report



Date: April 8, 2021

To: Linda Connors  
Interim Town Manager

From: Captain Thomas Palmer *Tom*  
Commander, Lauderdale by the Sea District

Subject: BSO Public Safety Report- March 2021

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**PERSONNEL CHANGES:**

Deputy Guillermo "Willie" Valdes retired after 32 years of service with the Broward Sheriff's Office.

Deputy Brann Redl was transferred to the Lauderdale by the Sea District from the BSO Training Division.

**EMPLOYEE OF THE MONTH: Deputy Miguel Mirabal**

In March 2021, deputies were dispatched to a fight/ battery in progress. The caller advised that the suspect fled the scene and provided the last known direction of travel. While deputies responded to the scene, Deputy Mirabal wasted no time and began searching the area in attempt to locate the unknown violent offender. The deputy then located the suspect a few blocks away attempting to flee, and immediately detained him. The suspect was positively identified by the victim and the suspect was arrested. The victim reported that he did not know the suspect but was engaged in a conversation with him in front of his residence when the conversation turned to violence. As a result of the violent encounter, the victim suffered a broken nose and facial lacerations.

Due to Deputy Mirabal's experience, attention to detail, tenacity and investigative efforts it is likely this violent offender, who was a stranger to the victim, could have gone unidentified and eluded capture. Based on these actions I have awarded Deputy Miguel Mirabal the Deputy of the Month for March 2021.

**COMMUNITY PROGRAMS AND SERVICES:** These ancillary programs and services are available to residents on an ongoing basis.

- **Elder Links:** This program offers referral services to elderly residents and other senior citizens in need of medical and mental health care, meal delivery or other social services.
- **Business and Residential Security Surveys:** The Business and Residential Security Survey program teaches participants to secure their business, home or condominium to reduce the likelihood of burglary and theft. Security surveys, conducted by a certified law enforcement security specialist, are provided upon request, at no charge to the business owner or resident.
- **Vacation House Watch Program:** Residents who are traveling out-of-town may register for this program. Deputies will conduct periodic checks of their residence until their return.
- **Neighborhood Crime Prevention Program:** The Neighborhood Crime Prevention program liaison organizes and conducts crime prevention and security seminars at the request of neighborhood civic and condominium associations. We will also help facilitate any Neighborhood Crime Watch programs in which the residents wish to participate.
- **Identity Theft and Scam Prevention Program:** The Identity Theft and Scam Prevention program is designed to inform residents about identity theft and how to lessen their chances of becoming a victim of a scam. Residents are informed on the importance of shredding documents, awareness of suspicious individuals, protection of passwords and use of caution in revealing information. Our Shred-A-Thon to reduce identity theft event is incorporated into this program.
- **Enhanced Marine Law Enforcement Patrol Program:** The BSO Marine Patrol Unit participates in the Enhanced Marine Law Enforcement Grant on behalf of Lauderdale-by-the-Sea. This grant allows for additional maritime patrols throughout the Town's waterways and adjacent ocean area.
- **Citizen Observer Patrol (COP) Program:** COP volunteers are local residents who receive public safety training. They are a tremendous asset to the Town of Lauderdale-by-the-Sea. COP members alternate assisting in administrative duties or patrolling local neighborhoods as an extra pair of eyes and ears to supplement deputy sheriff patrols. COP members also attend monthly patrol information and criminal intelligence briefings. A summary of COP statistical activity is included at the end of this report.
- **Sexual Offender Tracking Program:** There are **no** individuals legally classified as a sexual offender residing within Town limits. The sex offender database is routinely checked by BSO to ensure compliance with State of Florida legal mandates. Existing municipal ordinances prohibit persons classified as sexual offenders or sexual predators from residing within Town limits.
- **Bicycle Patrol:** Deputies utilize specialized patrol bicycles to enhance public safety and community outreach. This mode of patrol allows the deputies to interact one-on-one with our residents and visitors. The patrol bicycles were utilized for a total of 29 hours this month.

- **All-Terrain Vehicle Patrol:** The ATV / Polaris are primarily utilized on the beach areas in order to conduct patrols to deter criminal activity and maintain the security of the beach-area properties. The ATV patrol is instrumental in marine fisheries regulation enforcement and protection. Deputies used the ATV / Polaris for 419 miles and 71 hours this month.
- **Crisis Intervention Team / Homeless Outreach Team Programs:** The C.I.T. / H.O.T. program is comprised of specially trained patrol deputies and supervisors who are able to intervene in situations involving persons with mental illness or are otherwise experiencing mental health crises or are homeless and in need of services. Three individuals required mental health assistance and were Baker Acted. Three (3) individuals experiencing homelessness were contacted during the month. Two of the individuals refused free services offered by law enforcement, and one individual accepted services and was transported to the Salvation Army for assistance.
- **Automated License Plate Reader Camera System:** The ALPR system installation was completed in October 2014. The system is proving to be an effective tool to Public Safety. ***See Notable Incidents/Arrests below.***
- **e – Alerts:** This information initiative allows Town residents to stay informed, via email or text messages, of important topics such as criminal activity, traffic information, upcoming events, security issues and other important public safety information throughout Broward County and Lauderdale-by-the-Sea. Residents can register for this program through either the Lauderdale-by-the-Sea or the Broward Sheriff's Office internet website.  
**\*\*PLEASE NOTE:** The e-Alert system is being phased out and will be replaced with the Sheriff's new BSO ALERTS. Users must register for the new ALERT system to receive notifications. Citizens can sign up by visiting the Sheriff's website [www.sheriff.org](http://www.sheriff.org) and click on BSO ALERTS or I have provided a hyperlink below:  
<https://member.everbridge.net/index/892807736729054#/login> \*\*
- **Electronic Message Board:** The BSO Lauderdale-by-the-Sea district continues to utilize the electronic traffic safety message board at various locations within the Town. This allows the district to alert residents about any traffic problems and other important public safety issues impacting them.
- **SaferWatch:** SaferWatch is an application (app) that gives citizens the power to record or report non-emergency incidents as they happen. It provides another option to the "If you see something, say something" message and allows individuals that "If you see something, SEND something" via a mobile application (app) from your smartphone.
- **TWITTER:** The Broward Sheriff's Office has provided an official Twitter account to Captain Palmer and Lieutenant Wesolowski to provide information to the public via social media. Follow us **@BSOLBTS**.

**SPECIAL EVENTS:** These events required the participation of the BSO LBTS district.

N/A

## **NOTABLE INCIDENTS / ARRESTS:**

**CASE:** 13-2103-000181

**DATE/TIME:** 03/06/21 @ 0246 hrs

**LOCATION:** 4225 Bougainvillea Drive

**ARRESTEE:** Bruce James Hurt 02/01/95

**INCIDENT:** Aggravated Battery (ARREST)

**SUMMARY:** Deputies were dispatched to the above location in reference to a fight/ battery call. The victim advised he was having a conversation with two unknown individuals when one of the two individuals engaged into a physical fight with the victim. A witness heard the commotion, exited his residence, and observed the suspect standing over victim yelling that he was going to "kill" him. The suspect then fled the area upon learning law enforcement was contacted. Deputies responded to the scene and Deputy Mirabal responded to the area where he thought the suspect may have fled to. Mirabal located the suspect and immediately detained him without incident. The victim sustained multiple lacerations to his face and a possible broken nose, he was later transported to the Hospital by AMR. The arrestee was transported to the BSO Main Jail.

**CASE:** 13-2103-000208 (Mursell)

**DATE/TIME:** 03/06/2021 @ approx 2350hrs.

**LOCATION:** 4320 El Mar Dr.

**SUSPECT:** Unknown

**VEHICLE:** 2018 white BMW 430i, Maryland tag #6DJ3404

**INCIDENT:** Auto Theft (**KEY FOB LEFT IN VEHICLE**)

**SUMMARY:** The victim reported the BMW was stolen from the parking area after the victim left the key fob was left in the center console of the unlocked car. The town's LPR captured the vehicle exiting the town at 2358 hours. BSO detectives contacted BMW and with their assistance the car was located at 2001 NW 9<sup>th</sup> Ave. in Fort Lauderdale and was subsequently recovered unoccupied. Investigation is ongoing.

**CASE:** 13-2103-000215

**DATE/TIME:** 03/07/2021 (2 week time delay)

**LOCATION:** 4141 Bougainvillea Dr.

**SUSPECT:** Unknown

**INCIDENT:** Grand Theft

**SUMMARY:** Victim reported several tools (valued around \$2000) missing from a plastic storage container (5'x3' and 4' tall) on the back side of his building. The victim reported that a plumbing company was on the property doing work and moved the container approx. 2 weeks ago, and caused the container to partially fall apart. The victim arrived at the property, and discovered the tools were gone. He suspects one of the laborers on the job is responsible but his surveillance only records for 3 days which he reviewed and nothing suspicious was observed. Investigation ongoing.



**CASE:** 13-2103-000652  
**DATE/TIME:** 3/20/21 @ 0956 hrs  
**LOCATION:** 4513 N Ocean Dr  
**SUBJECT:** 43 YOA Female  
**INCIDENT:** Baker Act

**SUMMARY:** A female subject approached Dep Kratz in the parking lot of the BSO Lauderdale by the Sea District Office, while wearing only a t-shirt, underwear and barefoot. She spoke aggressively and repeatedly stated numerous people were trying to kill her. She then advised the deputy that she was "going back to Ft Lauderdale to kill them". The female then armed herself with an approx. 36 inch metal and plastic pipe. Deputy Kratz utilized de-escalation tactics and was able to take pipe from her without force. She was determined to be in crisis and need of mental health services. Deputies then transported the female to Imperial Point Medical Center for evaluation under the Baker Act.

**CASE:** 13-2103-000681  
**DATE/TIME:** 03/21/2021 @ 1326 hrs  
**LOCATION:** 4319 N Ocean Dr. Walgreens  
**SUSPECT:** unknown black male (5'7", 150 pounds, slim build, black hoody, jeans, white hat, black mask)  
**INCIDENT:** Retail Theft

**SUMMARY:** Walgreens store manager stated that the above subject entered the store and placed several unknown items into a Walgreens shopping bag. After walking around in the store for approx. 20 to 25 minutes, he exited the store and made no attempt to pay for the items. BSO was contacted several minutes after the suspect left the business. Investigation is ongoing.

**MONTHLY ARREST LOGS:**

|                                                              |                      |
|--------------------------------------------------------------|----------------------|
| M Aggravated Battery                                         | 4269 Bougainville Dr |
| M Disorderly Conduct                                         | 4400 N Ocean Dr      |
| M Warrant Arrest-Theft of State Funds                        | 4513 N Ocean Dr      |
| F Battery -Domestic Violence                                 | 240 Imperial Ln      |
| M Warrant Arrest -Violation of Injunction for Protection/VOP | 4400 El Mar Dr       |
| M Warrant Arrest -Petit Theft                                | 4500 El Mar Dr       |

**CRIME STATISTICS:**

| CRIME               | CURRENT MONTH | PRIOR MONTH | 2020 YTD  | 2021 YTD  |
|---------------------|---------------|-------------|-----------|-----------|
| AUTO THEFT          | 2             | 1           | 5         | 3         |
| BURGLARY-BUSINESS   | 0             | 0           | 0         | 0         |
| BURGLARY-CONVEYANCE | 0             | 8           | 4         | 9         |
| BURGLARY-RESIDENCE  | 0             | 0           | 5         | 0         |
| BURGLARY-STRUCTURE  | 0             | 0           | 0         | 0         |
| FORCIBLE SEX        | 0             | 0           | 1         | 0         |
| ARSON               | 0             | 0           | 0         | 0         |
| ASSAULT-AGGRAVATED  | 1             | 0           | 1         | 2         |
| HOMICIDE            | 0             | 0           | 0         | 0         |
| ROBBERY             | 0             | 1           | 0         | 1         |
| THEFT-GRAND         | 1             | 1           | 2         | 2         |
| THEFT-PETIT         | 2             | 2           | 7         | 5         |
| <b>TOTALS</b>       | <b>6</b>      | <b>13</b>   | <b>25</b> | <b>23</b> |

**CITIZEN OBSERVER PATROL STATISTICAL SUMMARY:**

| COP Activity             | Total |
|--------------------------|-------|
| Number of Volunteers     | 32    |
| COP Hours Worked - Month | 0     |
| COP Patrol Miles - Month | 0     |
| COP Hours Worked - YTD   | 0     |
| COP Patrol Miles - YTD   | 0     |

|                               |   |
|-------------------------------|---|
| COP Bike Patrol Hours - Month | 0 |
| COP Bike Patrol Hours - YTD   | 0 |

|                                |   |
|--------------------------------|---|
| COP Beach Patrol Hours – Month | 0 |
| COP Beach Patrol Hours - YTD   | 0 |

**Due to COVID-19 Captain Palmer stopped all COP patrols on March 12, 2020**

**UPDATE:** Captain Palmer has discussed the start-up of the COP program in the future with vaccinated members restricting the program to beach patrol with BSO. BSO programs remain suspended through the near future. Updates will be provided in the monthly reports to the commission.

**RESERVE DEPUTY ASSISTANCE:** Reserve Deputies are part-time, fully-sworn deputies who provide supplemental staffing to LBTS, when available, at NO cost to the Town.

|                               | Month | 2020 YTD |
|-------------------------------|-------|----------|
| Reserve Deputy - Days Worked  | 2     | 12       |
| Reserve Deputy - Hours Worked | 14    | 103      |

**MONTHLY STAFFING AND STATISTICAL REPORT:**

The March 2021 Monthly Staffing and Statistical Report is attached.



## Lauderdale by the Sea Monthly Activity March 2021

| Reports/Calls         |      |
|-----------------------|------|
| Miscellaneous Service |      |
| Event Reports         | 45   |
| Accidents             | 14   |
| Calls for Service     | 1026 |

| Traffic                      |            |
|------------------------------|------------|
| Types of Citation            |            |
| Non-Moving / Moving Citation | 93         |
| Parking                      | 0          |
| Warnings                     | 127        |
| <b>Total Citations</b>       | <b>220</b> |

| Arrests              |           |
|----------------------|-----------|
| Type of Arrest       |           |
| Felony               | 1         |
| Misdemeanor          | 1         |
| NTA                  | 0         |
| Capias/Warrant       | 3         |
| DUI (Misdemeanor)    | 0         |
| NIC (Felony)         | 3         |
| NIC (Misdemeanor)    | 1         |
| DV (Felony)          | 0         |
| DV (Misd.)           | 1         |
| <b>Total Arrests</b> | <b>10</b> |

| Time Worked        |           |
|--------------------|-----------|
| Hours Worked       |           |
| Bike Patrol        | 29        |
| Court Overtime     | 9         |
| Training           | 85        |
| Detached           | 28        |
| Other Overtime     | 206       |
| <b>Days Worked</b> | <b>31</b> |

| General          |    |
|------------------|----|
| FI               | 15 |
| Truant           | 0  |
| Truant Debriefed | 0  |
| Elder Link       | 0  |

| Narrative                                                                                                      |
|----------------------------------------------------------------------------------------------------------------|
| <p style="text-align: center;">ATV/UTV: 419 Miles / 71 Hours<br/>Reserve Deputies worked 2 shifts (14 hrs)</p> |



## MONTHLY STAFFING AND STATISTICAL REPORT LAUDERDALE-BY-THE-SEA DISTRICT

March 31, 2021

### CURRENT STAFFING ALLOCATIONS

| Position                  | Budgeted Positions | Actual Positions | Vacant Positions |
|---------------------------|--------------------|------------------|------------------|
| District Chief            | 1                  | 1                |                  |
| Executive Lieutenant      | 1                  | 1                |                  |
| Sergeant                  | 3                  | 3                |                  |
| Deputy Sheriff            | 19                 | 17               | 2                |
| Community Service Aide    | 1                  | 1                |                  |
| Administrative Specialist | 1                  | 1                |                  |
| Clerical Specialist (P/T) | 2                  | 1                | 1                |
| <b>TOTAL</b>              | <b>28</b>          | <b>25</b>        | <b>3</b>         |

### PERSONNEL ON LIGHT DUTY, PROMOTED, TRANSFERRED, ETC.

| Name                    | CCN   | Status   | Circumstances                      |
|-------------------------|-------|----------|------------------------------------|
| Deputy Guillermo Valdes | 5675  | Retired  | Regular Retirement                 |
| Deputy Brann Redl       | 10365 | Assigned | Transferred from Training Division |

### DETACHED PERSONNEL / LOCATION

| Name                    | CCN   | Detached to | Reason               | Hours     |
|-------------------------|-------|-------------|----------------------|-----------|
| Detective Glen Genovese | 13738 | QRF         | Adjunct Training     | 20        |
| Sgt Peter LaGana        | 9411  | HR          | Oral Board Interview | 8         |
|                         |       |             | <b>TOTAL</b>         | <b>28</b> |



**LAUDERDALE BY THE SEA DISTRICT**  
**NEARBY SEX OFFENDERS (3 Mile Radius) – MARCH, 2021**



Still shows on FDLE Website



**JOSEPH P MESSIER**  
 12/11/1974  
 111 Briny Ave.  
 Apt 1602  
 Pompano Bch, 33062  
 SEX OFFENSE,  
 FEDERAL  
 (KNOWINGLY  
 ENTICING A MINOR  
 VIA COMPUTER TO  
 ENGAGE IN SEXUAL  
 ACTIVITY)  
 (GUILTY/CONVICTED  
 – 09/19/2003)  
 Federal, FL



**MICHAEL WALTER  
 MORALES**  
 04/22/1974  
 516 S. Ocean Blvd #1  
 Pompano Beach 33062  
 USE OF COMPUTER TO  
 SOLICIT OR LURE A  
 CHILD TO ENGAGE IN  
 SEXUAL CONDUCT F.S.  
 847.0135(3)(a) (PRINCIPAL)  
 (GUILTY/CONVICT)  
 10/24/2014)  
 Broward, FL



**JAMES ORLYN CLARKE**  
 05/14/1980  
 4109 N Ocean Dr.  
 Ft Myers, FL 33908  
 (Unknown location)  
 SEX OFFENSE, OTHER STATE  
 (3RD DEGREE CRIMINAL  
 SEXUAL CONDUCT-PERSON  
 13 TO 15)  
 (GUILTY/CONVICTED –  
 11/09/1999)  
 Macomb, MI

2/19/20 CI Sgt. Was advised  
 3/23/20 Advised by CI unit that  
 Sex Offender was removed from  
 4109 N Ocean Dr.



**LAUDERDALE BY THE SEA DISTRICT**  
**NEARBY SEX OFFENDERS (3 Mile Radius) – MARCH, 2021**



**ANTHONY MANGANARO JR.**  
 11/08/1965  
 2751 NE 58<sup>th</sup> St  
 Fort Lauderdale, FL 33308  
 SEX OFFENSE, OTHER  
 STATE (ATTEMPTED  
 DISSEMINATE INDECENT  
 MATERIAL TO MINORS  
 1ST DEGREE)  
 (GUILTY/CONVICTED –  
 11/20/2003)  
 New York, NY



**DERWIN JOHN FRAZER**  
 06/26/1957  
 2901 NE 55<sup>th</sup> Place  
 Ft. Lauderdale, FL 33308  
 SEX OFFENSE, OTHER  
 STATE (Assault/Battery of  
 High and Aggravated nature)  
 (GUILTY/CONVICT –  
 11/15/2010)  
 Richland, SC



**MICHAEL DAVID SCHMEHL**  
 05/26/1974  
 4141 Bayview Dr.  
 Ft. Lauderdale, FL 33308  
 SEX OFFENSE, OTHER  
 STATE (SEXUAL  
 ASSAULT)  
 (GUILTY/CONVICTED  
 – 08/26/1998)  
 Bucks, PA



## LAUDERDALE BY THE SEA DISTRICT NEARBY SEX OFFENDERS (3 Mile Radius) – MARCH, 2021



**DOMINICK ANTHONY  
AMENTO**

04/11/1943

3100 Blk Oakland Park Blvd.  
Fort Lauderdale, FL 33308

(Transient)

ABUSE OF CHILD ENG SEX  
PERFM, F.S.

FALSE IMPRISON ANY  
OTHER: F.S. 787.02  
(PRINCIPAL)

PROV. OBSCENE  
MAT. MINOR: F.S. 847.0133  
(PRINCIPAL)

(GUILTY/CONVICTED -  
09/22/2004

Broward, FL



**HUBERT HERNANDEZ**

12/06/1960

63<sup>rd</sup> St and Federal Hwy.  
Fort Lauderdale, FL 33306

(Transient)

LEWD OR LASCIVIOUS  
EXHIBITION VICTIM  
UNDER 16 YEARS OLD  
OFFENDER 18 OR OLDER;  
F.S. 800.047(C)

(PRINCIPAL) **TIMES 3**  
(GUILTY/CONVICTED -  
05/22/2002)

Broward, FL



**DAVID RAPHAEL  
ROSENRAUCH**

07/26/1971

3100 NE 46<sup>th</sup> ST.  
Fort Lauderdale, FL 33308

PROV. OBSCENE  
MAT. MINOR: F.S. 847.0133  
(PRINCIPAL)

SEXUAL PERFORMANCE BY  
A CHILD(POSSESS PHOTO OR  
PICTURE); F.S. 827.071(4)  
(PRINCIPAL)

PRODUCE, DIRECT,  
PROMOTE SEXUAL  
PERFORM. BY CHILD: F.S.  
827.071(3) (PRINCIPAL IN  
ATTEMPT)

ADJUDICATION WITHHELD  
11/12/1996

Lake, FL



**ROBERTO BADILLO**

10/10/1963

2621 N Ocean Blvd. #27  
Fort Lauderdale, FL 33308

SEX BAT/INI NOT  
LIKELY; F.S. 794.011(5)

(GUILTY/CONVICTED  
1/31/1994)

Miami-Dade, FL

April 2, 2021

Prepared by: Giovanna Anderson





**LAUDERDALE BY THE SEA DISTRICT  
NEARBY SEX OFFENDERS (3 Mile Radius) – MARCH, 2021**



**JAWAKA S. MURRAY**  
11/06/1970  
2115 N Ocean Blvd Apt. 2  
Fort Lauderdale, FL 33305  
SEX BATT/COERCE  
CHILD BY ADULT, F.S.  
794.011(2)(b) (PRINCIPAL)  
LEWD ASLT/SEX BAT  
VCTM<16; F.S. 800.04(3)  
(PRINCIPAL)  
(GUILTY/CONVICTED -  
06/13/1995)  
Broward, FL



**DENIS ANTHONY ALVAREZ**  
10/17/1966  
TRANSIENT  
Fort Lauderdale, FL 33306  
SEX OFFENSE, OTHER STATE  
(Endangering the welfare of a child)  
(GUILTY/CONVICTED -  
09/11/1992)  
Bergen, NJ



**DAVID EGBERT**  
06/21/1974  
4117 N Ocean Blvd. Apt 115  
Fort Lauderdale, FL 33308  
Lewd, lascivious act by computer  
transmission, victim under 16,  
offender 18 or older, F.S.  
847.0135(5)(b)  
SEND MINOR HARMFUL  
INFO: F.S. 847.0138(2)  
(GUILTY/CONVICTED -  
01/29/2016)  
Broward, FL



## Town Commission Agenda Item Report

**Meeting Date:** April 13, 2021

**Submitted By:** Lucila Lang

**Submitting Department:** Administration

**Item Type:** Report

**Agenda Section:** TOWN MANAGER REPORT

### Subject Title:

February Finance Report (Lucila Lang, Director of Finance & Budget)

**Explanation:** Presented is the February 2021 Financial Report, which consists of the attached Revenue Expenditure Report (**Exhibit 1**) and the Cash & Investment Report (**Exhibit 2**). This brings the Town to 41.67% of fiscal year 2020/2021.

The following is a summary of the operating results through : 2/28/2021

| Fund          | Annual Budget    | Budgeted Appropriations | Budgeted Revenues Excluding Appropriations | YTD Revenues     |             | YTD Expenditures |             | Net Amount      |
|---------------|------------------|-------------------------|--------------------------------------------|------------------|-------------|------------------|-------------|-----------------|
|               |                  |                         |                                            | Amount           | % of Budget | Amount           | % of Budget |                 |
| General Fund  | \$ 13,138,247.00 | \$ 30,000.00            | \$ 13,108,247.00                           | \$ 9,919,229.73  | 75.67%      | \$ 5,038,455.36  | 38.44%      | \$ 4,880,774.37 |
| Building Fund | \$ 683,834.00    | \$ -                    | \$ 683,834.00                              | \$ 296,097.84    | 43.30%      | \$ 154,920.30    | 22.65%      | \$ 141,177.54   |
| Sewer Fund    | \$ 1,130,896.00  | \$ -                    | \$ 1,130,896.00                            | \$ 506,169.44    | 44.76%      | \$ 424,827.07    | 37.57%      | \$ 81,342.37    |
| Fire Fund     | \$ 1,066,146.00  | \$ -                    | \$ 1,066,146.00                            | \$ 958,100.84    | 89.87%      | \$ 384,635.40    | 36.08%      | \$ 573,465.44   |
| Capital Fund  | \$ 7,770,957.00  | \$ 7,470,957.00         | \$ 300,000.00                              | \$ 949,695.92    | 316.57%     | \$ 1,039,667.03  | 13.38%      | \$ (89,971.11)  |
| Parking Fund  | \$ 5,549,995.00  | \$ 3,797,960.00         | \$ 1,752,035.00                            | \$ 971,217.82    | 55.43%      | \$ 1,475,209.23  | 26.58%      | \$ (503,991.41) |
| Grand Total   | \$ 29,340,075.00 | \$ 11,298,917.00        | \$ 18,041,158.00                           | \$ 13,600,511.59 |             | \$ 8,517,714.39  |             | \$ 5,082,797.20 |

Notable items this month are as follows:

### General Fund

- During February, the Town collected ad valorem revenues totaling \$343,307. On a year-to-date basis, ad valorem revenue collections are at 90.9%.
- As a reminder, the Town has not received any Sidewalk Café fees for FY21. This will be reviewed in July.
- Business Development & Marketing expenses are at 18.3% as no special events have taken place through February.

### Building Fund

- Revenues for the Building Fund are within expectations.

- Year-to-date payments to CAP Government for building permit activity reflects their October and November invoices. The Town is currently processing their December invoice.

### Sewer Fund

- Sewer revenues from the City of Fort Lauderdale are in line with expectations on a year-to-date basis.
- Year-to-date sewer billings from Pompano are in line with the Town's expectations.

### Fire Fund

- During the month of February, the Town collected Fire Assessment fees totaling \$36,322.62. On a year-to-date basis, fire assessment fees are at 89.8% which are in line with the Town's expectations.

### Capital Project Fund

- Expenditures in the capital fund were minimal for the month of February.
- Some additional information:
  - The chart below displays the balance in the capital fund as of 3/1/21 (\$3,462,925.39).
  - If all projects for FY21 are completed by 9/30/21, the total costs will be \$3,973,683.14.
  - This would leave an approximate balance in the fund of -\$510,757.75.
    - The following transactions will bring the fund to approximately \$1,517,712.25.
      - The transfer from the general fund that was approved at the commission meeting of March 23 i/a/o \$751,467.00.
      - Receipt of funds from Pompano Beach and Broward County i/a/o \$300,000.
      - The transfer of CDBG fines i/a/o \$1,650,000 which is on tonight's agenda.
      - Maintaining the El Mar Reserve i/a/o \$672,997.00.

| Balance in the Capital Fund as of:      |                 |                 | 3/1/2021            | \$           | 3,462,925.39 |
|-----------------------------------------|-----------------|-----------------|---------------------|--------------|--------------|
|                                         | Budget          | Processed       | Outstanding Balance |              |              |
| General Expenses                        | \$ 45,957.00    | \$ (21,037.71)  | \$                  | 24,919.29    |              |
| Visitor's Center                        | \$ 75,000.00    | \$ (89,692.00)  | \$                  | 14,692.00    |              |
| Dredging Study                          | \$ -            | \$ (1,441.25)   | \$                  | 1,441.25     |              |
| East Terra Mar                          | \$ 1,150,000.00 | \$ (861,933.90) | \$                  | 288,066.10   |              |
| A1A LFA Pine Avenue to Terra Mar        | \$ 100,000.00   | \$ -            | \$                  | 100,000.00   |              |
| Beach Renourishment                     | \$ 75,000.00    | \$ (761.50)     | \$                  | 74,238.50    |              |
| Palm Club Sewer                         | \$ 2,550,000.00 | \$ (5,876.00)   | \$                  | 2,544,124.00 |              |
| El Mar Drive**                          | \$ 3,750,000.00 | \$ (58,798.00)  | \$                  | 16,202.00    |              |
| New Projects                            | \$ -            | \$ 910,000.00   | \$                  | 910,000.00   |              |
|                                         |                 |                 |                     | \$           | 3,973,683.14 |
|                                         |                 |                 |                     | \$           | (510,757.75) |
| Transfer from General Fund              |                 |                 |                     | \$           | 751,467.00   |
| Pompano Beach/Broward County            |                 |                 |                     | \$           | 300,000.00   |
|                                         |                 |                 |                     | \$           | 540,709.25   |
| Transfer FDG Fines from General Fund    |                 |                 |                     | \$           | 1,650,000.00 |
| El Mar Reserve Drive                    |                 |                 |                     | \$           | (672,997.00) |
| New Total in the Capital Fund would be: |                 |                 |                     | \$           | 1,517,712.25 |

\*\* Note: Budgeted funds updated to \$75K

## Parking Fund

- This year we conservatively budgeted parking revenues to account for the impact of COVID-19. For the month of February, we were at \$190,276.77. On a year-to-date basis, parking revenues are at 53% of this year's budget which is slightly higher than expected.
- Below is a breakdown of revenue by lots. COVID-19 has had a negative impact on parking revenues from what we normally received pre-COVID-19. Overall, in the first 5 months of the fiscal year, revenues are down 20.23% from the same time in FY20.
- Currently (October 2020-February 2021), the top producing lots are:
  - El Prado Parking Lot (19.12%)
  - A1A Parking Lot (18.28%)
  - Ocean Front Meters (15.98%)
  - Parking Meters-Beach (11.76%)

| PRIOR TO COVID-19                                  |               |                |                |               |                |               |               |         |                |         |                       |
|----------------------------------------------------|---------------|----------------|----------------|---------------|----------------|---------------|---------------|---------|----------------|---------|-----------------------|
| FY2020                                             | October, 2019 | November, 2019 | December, 2019 | January, 2020 | February, 2020 | Total         |               |         |                |         |                       |
| 344.551 South Ocean                                | \$ 11,571.64  | \$ 10,267.70   | \$ 12,158.04   | \$ 19,169.02  | \$ 18,025.33   | \$ 71,191.73  |               |         |                |         |                       |
| 344.552 Ocean Front Meters                         | \$ 46,445.23  | \$ 36,513.94   | \$ 20,375.74   | \$ 21,694.78  | \$ 18,956.51   | \$ 143,986.20 |               |         |                |         |                       |
| 344.553 Commercial Blvd. Meters                    | \$ 7,190.23   | \$ 6,554.89    | \$ 25,793.82   | \$ 30,215.94  | \$ 28,004.43   | \$ 97,759.31  |               |         |                |         |                       |
| 344.554 Parking Meters-Beach                       | \$ 25,445.87  | \$ 21,808.07   | \$ 22,133.51   | \$ 23,813.17  | \$ 22,813.30   | \$ 116,013.92 |               |         |                |         |                       |
| 344.556 El Prado Parking Lot                       | \$ 25,157.16  | \$ 23,974.46   | \$ 30,065.45   | \$ 38,894.66  | \$ 39,270.27   | \$ 157,362.00 |               |         |                |         |                       |
| 344.558 Town Hall Parking Lot                      | \$ 391.71     | \$ 435.78      | \$ 883.25      | \$ 1,084.15   | \$ 518.31      | \$ 3,313.20   |               |         |                |         |                       |
| 344.559 El Mar Parking Lot                         | \$ 22,773.31  | \$ 16,966.18   | \$ 19,951.24   | \$ 21,539.30  | \$ 21,891.01   | \$ 103,121.04 |               |         |                |         |                       |
| 344.560 A1A Parking Lot                            | \$ 27,109.20  | \$ 23,135.24   | \$ 31,723.76   | \$ 41,320.77  | \$ 41,082.32   | \$ 164,371.29 |               |         |                |         |                       |
| 344.563 Bougainvilla/Poinciana                     | \$ 3,697.71   | \$ 5,214.80    | \$ 10,176.59   | \$ 13,703.16  | \$ 13,102.93   | \$ 45,895.19  |               |         |                |         |                       |
| 344.564 Eastward Strand Parkaing Spaces            | \$ 4,971.71   | \$ 4,359.10    | \$ 4,887.10    | \$ 5,609.41   | \$ 5,820.31    | \$ 25,647.63  |               |         |                |         |                       |
|                                                    | \$ 174,753.77 | \$ 149,230.16  | \$ 178,148.50  | \$ 217,044.36 | \$ 209,484.72  | \$ 928,661.51 |               |         |                |         |                       |
| DURING COVID-19                                    |               |                |                |               |                |               |               |         |                |         |                       |
| FY2021                                             | October, 2020 | % (-/+)        | November, 2020 | % (-/+)       | December, 2020 | % (-/+)       | January, 2021 | % (-/+) | February, 2021 | % (-/+) | Total                 |
| 344.551 South Ocean                                | \$ 6,949.75   | -39.94%        | \$ 7,561.94    | -26.35%       | \$ 8,671.40    | -28.68%       | \$ 11,318.28  | -40.96% | \$ 15,111.68   | -16.16% | \$ 49,613.05 6.70%    |
| 344.552 Ocean Front Meters                         | \$ 22,452.33  | -51.66%        | \$ 20,414.19   | -44.09%       | \$ 27,168.61   | 33.34%        | \$ 23,983.89  | 10.55%  | \$ 24,357.35   | 28.49%  | \$ 118,376.37 15.98%  |
| 344.553 Commercial Blvd. Meters                    | \$ 5,888.66   | -18.10%        | \$ 6,271.08    | -4.33%        | \$ 8,939.72    | -65.34%       | \$ 8,256.36   | -72.68% | \$ 10,277.05   | -63.30% | \$ 39,632.87 5.35%    |
| 344.554 Parking Meters-Beach                       | \$ 15,626.15  | -38.59%        | \$ 14,564.14   | -33.22%       | \$ 18,038.93   | -18.50%       | \$ 17,746.62  | -25.48% | \$ 21,118.24   | -7.43%  | \$ 87,094.08 11.76%   |
| 344.556 El Prado Parking Lot                       | \$ 21,992.26  | -12.58%        | \$ 20,357.66   | -15.09%       | \$ 30,405.03   | 1.13%         | \$ 31,157.30  | -19.89% | \$ 37,708.29   | -3.98%  | \$ 141,620.54 19.12%  |
| 344.558 Town Hall Parking Lot                      | \$ 310.94     | -20.62%        | \$ 1,355.04    | 210.95%       | \$ 518.56      | -41.29%       | \$ 1,386.13   | 27.85%  | \$ 2,154.71    | 315.72% | \$ 5,725.38 0.77%     |
| 344.559 El Mar Parking Lot                         | \$ 16,086.91  | -29.36%        | \$ 13,818.64   | -18.55%       | \$ 19,390.09   | -2.81%        | \$ 18,740.18  | -13.00% | \$ 19,036.72   | -13.04% | \$ 87,072.54 11.75%   |
| 344.560 A1A Parking Lot                            | \$ 22,429.63  | -17.26%        | \$ 19,364.70   | -16.30%       | \$ 28,134.42   | -11.31%       | \$ 29,177.95  | -29.39% | \$ 36,328.20   | -11.57% | \$ 135,434.90 18.28%  |
| 344.563 Bougainvilla/Poinciana                     | \$ 7,154.01   | 93.47%         | \$ 7,465.33    | 43.16%        | \$ 10,382.54   | 2.02%         | \$ 11,439.64  | -16.52% | \$ 12,761.19   | -2.61%  | \$ 49,202.71 6.64%    |
| 344.564 Eastward Strand Parkaing Spaces            | \$ 5,693.78   | 14.52%         | \$ 4,623.73    | 6.07%         | \$ 6,992.78    | 43.09%        | \$ 6,499.69   | 15.87%  | \$ 3,205.22    | -44.93% | \$ 27,015.20 3.65%    |
|                                                    | \$ 124,584.42 |                | \$ 115,796.45  |               | \$ 158,642.08  |               | \$ 159,706.04 |         | \$ 182,058.65  |         | \$ 740,787.64 100.00% |
| Monthly decrease from same month last fiscal year: |               |                |                |               |                |               |               |         |                |         |                       |
|                                                    | -28.71%       |                | -22.40%        |               | -10.95%        |               | -26.42%       |         | -13.09%        |         | -20.23%               |

## Attachments:

Ex.1 – Revenue Expenditure Report

Ex.2 – Cash & Investment Report

## REVENUE/EXPENDITURE REPORT

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3/30/2021

2:18 pm

Town of Lauderdale by the Sea

| For the Period: 10/1/2020 to 2/28/2021   | Original Bud. | Amended Bud. | YTD Actual   | CURR MTH   | Encumb. YTD | UnencBal    | % Bud |
|------------------------------------------|---------------|--------------|--------------|------------|-------------|-------------|-------|
| <b>Fund: 001 - General Fund</b>          |               |              |              |            |             |             |       |
| Revenues                                 |               |              |              |            |             |             |       |
| Dept: 000.000 Appropriated Fund Balance  |               |              |              |            |             |             |       |
| 380.200 Appropriated Fund Balance        | 0.00          | 30,000.00    | 0.00         | 0.00       | 0.00        | 30,000.00   | 0.0   |
| Appropriated Fund Balance                | 0.00          | 30,000.00    | 0.00         | 0.00       | 0.00        | 30,000.00   | 0.0   |
| Dept: 301.000 Ad Valorem Property Taxes  |               |              |              |            |             |             |       |
| 311.100 Ad Valorem Property Taxes        | 9,009,684.00  | 9,009,684.00 | 8,185,338.72 | 343,307.47 | 0.00        | 824,345.28  | 90.9  |
| Ad Valorem Property Taxes                | 9,009,684.00  | 9,009,684.00 | 8,185,338.72 | 343,307.47 | 0.00        | 824,345.28  | 90.9  |
| Dept: 301.100 Utility Taxes              |               |              |              |            |             |             |       |
| 311.101 FPL Utility Tax                  | 830,000.00    | 830,000.00   | 294,850.12   | 64,131.53  | 0.00        | 535,149.88  | 35.5  |
| 311.440 Gas Utility Tax                  | 16,500.00     | 16,500.00    | 4,683.55     | 1,943.67   | 0.00        | 11,816.45   | 28.4  |
| 314.300 Water Utility Tax                | 165,000.00    | 165,000.00   | 40,656.32    | 10,584.86  | 0.00        | 124,343.68  | 24.6  |
| Utility Taxes                            | 1,011,500.00  | 1,011,500.00 | 340,189.99   | 76,660.06  | 0.00        | 671,310.01  | 33.6  |
| Dept: 301.600 Franchise Taxes            |               |              |              |            |             |             |       |
| 313.100 FI Power & Light Franchise       | 600,000.00    | 600,000.00   | 208,418.02   | 43,540.28  | 0.00        | 391,581.98  | 34.7  |
| 313.300 Waste Franchise Collection       | 110,000.00    | 110,000.00   | 46,727.36    | 22,273.78  | 0.00        | 63,272.64   | 42.5  |
| 313.301 Waste Franchise Adm-Fee          | 9,000.00      | 9,000.00     | 0.00         | 0.00       | 0.00        | 9,000.00    | 0.0   |
| 313.400 Gas Franchise                    | 10,000.00     | 10,000.00    | 4,997.68     | 2,362.55   | 0.00        | 5,002.32    | 50.0  |
| 313.600 Towing Franchise Fees            | 600.00        | 600.00       | 230.00       | 0.00       | 0.00        | 370.00      | 38.3  |
| Franchise Taxes                          | 729,600.00    | 729,600.00   | 260,373.06   | 68,176.61  | 0.00        | 469,226.94  | 35.7  |
| Dept: 302.000 Licenses & Permits         |               |              |              |            |             |             |       |
| 321.100 Business License Taxes           | 75,000.00     | 75,000.00    | 69,855.69    | 466.94     | 0.00        | 5,144.31    | 93.1  |
| 321.110 Sidewalk Cafe ROW                | 35,000.00     | 35,000.00    | 0.00         | 0.00       | 0.00        | 35,000.00   | 0.0   |
| 322.150 Miscellaneous Permits            | 0.00          | 0.00         | 50.00        | 50.00      | 0.00        | -50.00      | 0.0   |
| 322.400 Sign Permits                     | 1,325.00      | 1,325.00     | 0.00         | 0.00       | 0.00        | 1,325.00    | 0.0   |
| Licenses & Permits                       | 111,325.00    | 111,325.00   | 69,905.69    | 516.94     | 0.00        | 41,419.31   | 62.8  |
| Dept: 303.000 Intergovernmental Revenues |               |              |              |            |             |             |       |
| 311.120 Municipal Revenue Sharing        | 150,000.00    | 150,000.00   | 60,184.05    | 12,036.81  | 0.00        | 89,815.95   | 40.1  |
| 311.150 Alcoholic Beverage License       | 15,000.00     | 15,000.00    | 929.94       | 97.89      | 0.00        | 14,070.06   | 6.2   |
| 311.180 Sales Tax                        | 390,000.00    | 390,000.00   | 136,743.88   | 39,134.89  | 0.00        | 253,256.12  | 35.1  |
| 312.405 Local Op Gas Tax 1 - 6 cent      | 60,000.00     | 60,000.00    | 18,669.38    | 4,845.04   | 0.00        | 41,330.62   | 31.1  |
| 312.410 Local Op Gas Tax 1 - 5 cent      | 46,630.00     | 46,630.00    | 12,849.09    | 3,337.70   | 0.00        | 33,780.91   | 27.6  |
| 315.100 Communication Service Tax        | 320,000.00    | 320,000.00   | 95,638.07    | 24,393.04  | 0.00        | 224,361.93  | 29.9  |
| 334.910 BCC-Senior Center Grant          | 19,233.00     | 19,233.00    | 0.00         | 0.00       | 0.00        | 19,233.00   | 0.0   |
| 334.914 BCC-Transportation Grant         | 150,000.00    | 150,000.00   | 16,132.60    | 16,132.60  | 0.00        | 133,867.40  | 10.8  |
| 334.915 FDOT-Reimbursable Grant          | 18,064.00     | 18,064.00    | 0.00         | 0.00       | 0.00        | 18,064.00   | 0.0   |
| 334.929 Emergency Supplemental Funding   | 0.00          | 0.00         | 412,464.77   | 0.00       | 0.00        | -412,464.77 | 0.0   |
| Intergovernmental Revenues               | 1,168,927.00  | 1,168,927.00 | 753,611.78   | 99,977.97  | 0.00        | 415,315.22  | 64.5  |
| Dept: 304.000 Charges for Services       |               |              |              |            |             |             |       |
| 343.902 Site Plan Application Fees       | 1,650.00      | 1,650.00     | 0.00         | 0.00       | 0.00        | 1,650.00    | 0.0   |
| 347.500 Tennis - Shuffle Key             | 9,200.00      | 9,200.00     | 6,130.00     | 1,660.00   | 0.00        | 3,070.00    | 66.6  |
| Charges for Services                     | 10,850.00     | 10,850.00    | 6,130.00     | 1,660.00   | 0.00        | 4,720.00    | 56.5  |
| Dept: 305.000 Fines & Forfeitures        |               |              |              |            |             |             |       |
| 354.150 Fines,TrafficViolation,Citatio   | 30,000.00     | 30,000.00    | 1,576.21     | 211.29     | 0.00        | 28,423.79   | 5.3   |
| 354.160 Code Enforcement Fines           | 40,000.00     | 40,000.00    | 13,182.30    | 8,300.00   | 0.00        | 26,817.70   | 33.0  |
| 359.100 Other Fines & Alarms             | 1,500.00      | 1,500.00     | 700.00       | 0.00       | 0.00        | 800.00      | 46.7  |
| Fines & Forfeitures                      | 71,500.00     | 71,500.00    | 15,458.51    | 8,511.29   | 0.00        | 56,041.49   | 21.6  |
| Dept: 306.000 Miscellaneous Revenues     |               |              |              |            |             |             |       |
| 361.100 Interest Earnings                | 35,800.00     | 35,800.00    | 2,025.96     | 254.42     | 0.00        | 33,774.04   | 5.7   |
| 362.000 Rent/Lease Royalties             | 69,820.00     | 69,820.00    | 31,608.45    | 6,321.69   | 0.00        | 38,211.55   | 45.3  |
| 366.100 Donations                        | 5,000.00      | 5,000.00     | 0.00         | 0.00       | 0.00        | 5,000.00    | 0.0   |
| 369.100 Miscellaneous Revenues           | 36,308.00     | 36,308.00    | 27,091.82    | 4,429.32   | 0.00        | 9,216.18    | 74.6  |
| 369.200 Miscellaneous Applications       | 18,975.00     | 18,975.00    | 5,970.00     | 580.00     | 0.00        | 13,005.00   | 31.5  |
| 369.201 Miscellaneous MerchandiseSales   | 300.00        | 300.00       | 94.00        | 10.00      | 0.00        | 206.00      | 31.3  |
| 369.250 Recreational Activities Fee      | 1,250.00      | 1,250.00     | 0.00         | 0.00       | 0.00        | 1,250.00    | 0.0   |

## REVENUE/EXPENDITURE REPORT

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3/30/2021

2:18 pm

Town of Lauderdale by the Sea

| For the Period: 10/1/2020 to 2/28/2021  | Original Bud. | Amended Bud.  | YTD Actual   | CURR MTH   | Encumb. YTD | UnencBal     | % Bud |
|-----------------------------------------|---------------|---------------|--------------|------------|-------------|--------------|-------|
| <b>Fund: 001 - General Fund</b>         |               |               |              |            |             |              |       |
| Revenues                                |               |               |              |            |             |              |       |
| Dept: 306.000 Miscellaneous Revenues    |               |               |              |            |             |              |       |
| 369.500 Miscellaneous Lobbyist          | 600.00        | 600.00        | 100.00       | 100.00     | 0.00        | 500.00       | 16.7  |
| 369.901 Insurance Reimbursement         | 3,281.00      | 3,281.00      | 15,450.00    | 15,450.00  | 0.00        | -12,169.00   | 470.9 |
| Miscellaneous Revenues                  | 171,334.00    | 171,334.00    | 82,340.23    | 27,145.43  | 0.00        | 88,993.77    | 48.1  |
| Dept: 581.100 Interfund Transfers       |               |               |              |            |             |              |       |
| 380.115 Transfer from Fire - OH Costs   | 22,000.00     | 22,000.00     | 5,500.00     | 0.00       | 0.00        | 16,500.00    | 25.0  |
| 381.106 Transfer from Parking Fund      | 801,527.00    | 801,527.00    | 200,381.75   | 0.00       | 0.00        | 601,145.25   | 25.0  |
| Interfund Transfers                     | 823,527.00    | 823,527.00    | 205,881.75   | 0.00       | 0.00        | 617,645.25   | 25.0  |
| Revenues                                | 13,108,247.00 | 13,138,247.00 | 9,919,229.73 | 625,955.77 | 0.00        | 3,219,017.27 | 75.5  |
| Expenditures                            |               |               |              |            |             |              |       |
| Dept: 511.000 Commission                |               |               |              |            |             |              |       |
| 500.110 Commission Salaries             | 66,000.00     | 66,000.00     | 25,561.51    | 5,012.06   | 0.00        | 40,438.49    | 38.7  |
| 500.210 Employer FICA Taxes             | 5,000.00      | 5,000.00      | 1,646.76     | 322.68     | 0.00        | 3,353.24     | 32.9  |
| 500.220 Retirement                      | 32,500.00     | 32,500.00     | 11,092.17    | 2,464.92   | 0.00        | 21,407.83    | 34.1  |
| 500.230 Group Insurance                 | 64,200.00     | 64,200.00     | 31,657.61    | 4,820.81   | 0.00        | 32,542.39    | 49.3  |
| 500.345 Contractual Services            | 4,500.00      | 4,500.00      | 1,462.50     | 112.50     | 0.00        | 3,037.50     | 32.5  |
| 500.510 Office Supplies                 | 175.00        | 175.00        | 0.00         | 0.00       | 0.00        | 175.00       | 0.0   |
| 500.540 Dues & Subscriptions            | 1,725.00      | 1,725.00      | 488.10       | 0.00       | 0.00        | 1,236.90     | 28.3  |
| 500.545 Training                        | 2,000.00      | 2,000.00      | 0.00         | 0.00       | 0.00        | 2,000.00     | 0.0   |
| 500.550 Operating Expenses              | 9,500.00      | 9,500.00      | 2,166.03     | 0.00       | 0.00        | 7,333.97     | 22.8  |
| Commission                              | 185,600.00    | 185,600.00    | 74,074.68    | 12,732.97  | 0.00        | 111,525.32   | 39.9  |
| Dept: 511.100 Donation-Non Profits      |               |               |              |            |             |              |       |
| 500.820 Donations-Aids to Private Org   | 53,259.00     | 53,259.00     | 28,259.00    | 0.00       | 0.00        | 25,000.00    | 53.1  |
| Donation-Non Profits                    | 53,259.00     | 53,259.00     | 28,259.00    | 0.00       | 0.00        | 25,000.00    | 53.1  |
| Dept: 511.200 Visitor Center            |               |               |              |            |             |              |       |
| 500.120 Regular Salaries                | 12,800.00     | 12,800.00     | 5,873.03     | 998.08     | 0.00        | 6,926.97     | 45.9  |
| 500.140 Overtime Salaries               | 1,500.00      | 1,500.00      | 6.95         | 0.00       | 0.00        | 1,493.05     | 0.5   |
| 500.210 Employer FICA Taxes             | 1,000.00      | 1,000.00      | 449.30       | 76.35      | 0.00        | 550.70       | 44.9  |
| 500.220 Retirement                      | 1,300.00      | 1,300.00      | 587.30       | 99.81      | 0.00        | 712.70       | 45.2  |
| 500.230 Group Insurance                 | 3,900.00      | 3,900.00      | 1,577.15     | 240.43     | 0.00        | 2,322.85     | 40.4  |
| 500.340 Sewer/Wastewater                | 2,700.00      | 2,700.00      | 1,299.12     | 225.77     | 0.00        | 1,400.88     | 48.1  |
| 500.345 Contractual Services            | 29,900.00     | 29,900.00     | 13,450.00    | 0.00       | 0.00        | 16,450.00    | 45.0  |
| 500.430 Electric Service                | 1,600.00      | 1,600.00      | 404.31       | 51.51      | 0.00        | 1,195.69     | 25.3  |
| 500.431 Water Service                   | 2,800.00      | 2,800.00      | 1,279.74     | 219.54     | 0.00        | 1,520.26     | 45.7  |
| 500.520 Bldg. Maintenance               | 10,000.00     | 10,000.00     | 254.30       | 136.80     | 0.00        | 9,745.70     | 2.5   |
| 500.550 Operating Expenses              | 0.00          | 30,000.00     | 3,984.31     | 0.00       | 0.00        | 26,015.69    | 13.3  |
| 500.640 Capital Outlay - Equipmt & Mach | 6,000.00      | 6,000.00      | 0.00         | 0.00       | 0.00        | 6,000.00     | 0.0   |
| Visitor Center                          | 73,500.00     | 103,500.00    | 29,165.51    | 2,048.29   | 0.00        | 74,334.49    | 28.2  |
| Dept: 513.000 Administration            |               |               |              |            |             |              |       |
| 500.120 Regular Salaries                | 663,400.00    | 663,400.00    | 324,148.96   | 49,366.07  | 0.00        | 339,251.04   | 48.9  |
| 500.140 Overtime Salaries               | 2,500.00      | 2,500.00      | 312.61       | 70.11      | 0.00        | 2,187.39     | 12.5  |
| 500.210 Employer FICA Taxes             | 49,300.00     | 49,300.00     | 22,057.82    | 3,701.36   | 0.00        | 27,242.18    | 44.7  |
| 500.220 Retirement                      | 99,000.00     | 99,000.00     | 29,818.47    | 5,699.30   | 0.00        | 69,181.53    | 30.1  |
| 500.230 Group Insurance                 | 136,846.00    | 136,846.00    | 66,382.78    | 10,628.06  | 0.00        | 70,463.22    | 48.5  |
| 500.315 Professional Services           | 50,000.00     | 50,000.00     | 0.00         | 0.00       | 0.00        | 50,000.00    | 0.0   |
| 500.320 Audit Expense                   | 34,350.00     | 34,350.00     | 2,000.00     | 2,000.00   | 0.00        | 32,350.00    | 5.8   |
| 500.344 HR Expenses                     | 9,000.00      | 9,000.00      | 1,660.29     | 399.50     | 0.00        | 7,339.71     | 18.4  |
| 500.345 Contractual Services            | 20,000.00     | 20,000.00     | 12,177.28    | 3,731.65   | 0.00        | 7,822.72     | 60.9  |
| 500.463 Service Maintenance Contracts   | 43,900.00     | 43,900.00     | 19,969.89    | 726.45     | 0.00        | 23,930.11    | 45.5  |
| 500.506 Printing & Binding              | 3,400.00      | 3,400.00      | 4,483.00     | 630.00     | 0.00        | -1,083.00    | 131.9 |
| 500.508 Postage                         | 4,500.00      | 4,500.00      | 3,038.05     | 519.73     | 0.00        | 1,461.95     | 67.5  |
| 500.510 Office Supplies                 | 7,500.00      | 7,500.00      | 1,297.14     | 42.52      | 0.00        | 6,202.86     | 17.3  |
| 500.540 Dues & Subscriptions            | 8,000.00      | 8,000.00      | 2,426.20     | 78.25      | 0.00        | 5,573.80     | 30.3  |
| 500.545 Training                        | 10,000.00     | 10,000.00     | 1,494.00     | 1,060.00   | 0.00        | 8,506.00     | 14.9  |

## REVENUE/EXPENDITURE REPORT

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Town of Lauderdale by the Sea

| For the Period: 10/1/2020 to 2/28/2021   | Original Bud. | Amended Bud. | YTD Actual   | CURR MTH   | Encumb. YTD | UnencBal     | % Bud |
|------------------------------------------|---------------|--------------|--------------|------------|-------------|--------------|-------|
| <b>Fund: 001 - General Fund</b>          |               |              |              |            |             |              |       |
| <b>Expenditures</b>                      |               |              |              |            |             |              |       |
| Dept: 513.000 Administration             |               |              |              |            |             |              |       |
| 500.550 Operating Expenses               | 15,045.00     | 15,045.00    | 5,580.45     | 2,326.37   | 0.00        | 9,464.55     | 37.1  |
| Administration                           | 1,156,741.00  | 1,156,741.00 | 496,846.94   | 80,979.37  | 0.00        | 659,894.06   | 43.0  |
| Dept: 514.000 Town Attorney              |               |              |              |            |             |              |       |
| 500.310 Legal Expense                    | 300,000.00    | 300,000.00   | 85,021.60    | 31,220.60  | 0.00        | 214,978.40   | 28.3  |
| 500.314 Litigation                       | 100,000.00    | 100,000.00   | 2,208.25     | 0.00       | 0.00        | 97,791.75    | 2.2   |
| 500.319 Ethics Research, Training & Op   | 8,000.00      | 8,000.00     | 3,866.80     | 135.60     | 0.00        | 4,133.20     | 48.3  |
| Town Attorney                            | 408,000.00    | 408,000.00   | 91,096.65    | 31,356.20  | 0.00        | 316,903.35   | 22.3  |
| Dept: 519.000 General                    |               |              |              |            |             |              |       |
| 500.120 Regular Salaries                 | 80,000.00     | 80,000.00    | 31,384.69    | 6,153.86   | 0.00        | 48,615.31    | 39.2  |
| 500.210 Employer FICA Taxes              | 6,200.00      | 6,200.00     | 2,420.37     | 475.26     | 0.00        | 3,779.63     | 39.0  |
| 500.220 Retirement                       | 8,000.00      | 8,000.00     | 2,769.25     | 615.39     | 0.00        | 5,230.75     | 34.6  |
| 500.230 Group Insurance                  | 15,260.00     | 15,260.00    | 6,576.50     | 1,118.80   | 0.00        | 8,683.50     | 43.1  |
| 500.311 Advertisements                   | 7,000.00      | 7,000.00     | 2,547.13     | 1,574.15   | 0.00        | 4,452.87     | 36.4  |
| 500.313 Legal Exp- Other Issues          | 5,000.00      | 5,000.00     | 5,130.20     | 0.00       | 0.00        | -130.20      | 102.6 |
| 500.315 Professional Services            | 50,000.00     | 50,000.00    | 12,500.00    | 2,500.00   | 0.00        | 37,500.00    | 25.0  |
| 500.345 Contractual Services             | 31,000.00     | 31,000.00    | 6,113.92     | 2,080.36   | 0.00        | 24,886.08    | 19.7  |
| 500.349 Community Bus                    | 190,000.00    | 190,000.00   | 35,132.44    | 8,559.02   | 0.00        | 154,867.56   | 18.5  |
| 500.451 Auto, Property & Liability Ins   | 135,000.00    | 135,000.00   | 121,266.15   | 28,889.90  | 0.00        | 13,733.85    | 89.8  |
| 500.452 Workers Compensation Insur       | 50,000.00     | 50,000.00    | 18,716.00    | 0.00       | 0.00        | 31,284.00    | 37.4  |
| 500.506 Printing & Binding               | 14,500.00     | 14,500.00    | 0.00         | 0.00       | 0.00        | 14,500.00    | 0.0   |
| 500.508 Postage                          | 3,000.00      | 3,000.00     | 0.00         | 0.00       | 0.00        | 3,000.00     | 0.0   |
| 500.511 Computer Expense                 | 112,000.00    | 112,000.00   | 37,080.69    | 16,106.55  | 0.00        | 74,919.31    | 33.1  |
| 500.525 Uniform Expense                  | 200.00        | 200.00       | 0.00         | 0.00       | 0.00        | 200.00       | 0.0   |
| 500.540 Dues & Subscriptions             | 500.00        | 500.00       | 0.00         | 0.00       | 0.00        | 500.00       | 0.0   |
| 500.545 Training                         | 3,000.00      | 3,000.00     | 0.00         | 0.00       | 0.00        | 3,000.00     | 0.0   |
| 500.550 Operating Expenses               | 40,000.00     | 40,000.00    | 17,502.18    | 600.00     | 0.00        | 22,497.82    | 43.8  |
| 500.552 Recycling and Solid Waste Exp    | 58,600.00     | 58,600.00    | 17,592.64    | 4,079.83   | 0.00        | 41,007.36    | 30.0  |
| 500.640 Capital Outlay - Equip & Mach    | 53,700.00     | 53,700.00    | 2,174.98     | 1,344.98   | 0.00        | 51,525.02    | 4.1   |
| General                                  | 862,960.00    | 862,960.00   | 318,907.14   | 74,098.10  | 0.00        | 544,052.86   | 37.0  |
| Dept: 519.100 Business Dev & Marketing   |               |              |              |            |             |              |       |
| 500.311 Advertisements                   | 80,000.00     | 80,000.00    | 7,571.07     | 2,024.36   | 0.00        | 72,428.93    | 9.5   |
| 500.315 Professional Services            | 50,000.00     | 50,000.00    | 14,205.92    | 5,265.05   | 0.00        | 35,794.08    | 28.4  |
| 500.345 Contractual Services             | 18,058.00     | 18,058.00    | 9,373.91     | 956.53     | 0.00        | 8,684.09     | 51.9  |
| 500.495 Special Events                   | 15,000.00     | 15,000.00    | 0.00         | 0.00       | 0.00        | 15,000.00    | 0.0   |
| 500.506 Printing & Binding               | 19,121.00     | 19,121.00    | 2,011.00     | 126.00     | 0.00        | 17,110.00    | 10.5  |
| 500.540 Dues & Subscriptions             | 2,286.00      | 2,286.00     | 625.50       | 250.00     | 0.00        | 1,660.50     | 27.4  |
| 500.550 Operating Expenses               | 1,000.00      | 1,000.00     | 103.73       | 0.00       | 0.00        | 896.27       | 10.4  |
| Business Dev & Marketing                 | 185,465.00    | 185,465.00   | 33,891.13    | 8,621.94   | 0.00        | 151,573.87   | 18.3  |
| Dept: 521.000 Police Department          |               |              |              |            |             |              |       |
| 500.345 Contractual Services             | 5,120,721.00  | 5,120,721.00 | 2,113,380.00 | 422,676.00 | 0.00        | 3,007,341.00 | 41.3  |
| 500.352 Contract Services                | 5,000.00      | 5,000.00     | 0.00         | 0.00       | 0.00        | 5,000.00     | 0.0   |
| 500.520 Bldg. Maintenance                | 1,500.00      | 1,500.00     | 1,495.00     | 1,495.00   | 0.00        | 5.00         | 99.7  |
| 500.550 Operating Expenses               | 5,000.00      | 5,000.00     | 1,994.00     | 0.00       | 0.00        | 3,006.00     | 39.9  |
| 500.640 Capital Outlay - Equip & Mach    | 36,676.00     | 36,676.00    | 0.00         | 0.00       | 0.00        | 36,676.00    | 0.0   |
| Police Department                        | 5,168,897.00  | 5,168,897.00 | 2,116,869.00 | 424,171.00 | 0.00        | 3,052,028.00 | 41.0  |
| Dept: 523.000 Emergency Medical Services |               |              |              |            |             |              |       |
| 500.345 Contractual Services             | 848,251.00    | 848,251.00   | 353,437.90   | 70,687.58  | 0.00        | 494,813.10   | 41.7  |
| Emergency Medical Services               | 848,251.00    | 848,251.00   | 353,437.90   | 70,687.58  | 0.00        | 494,813.10   | 41.7  |
| Dept: 524.000 Development Services       |               |              |              |            |             |              |       |
| 500.120 Regular Salaries                 | 263,000.00    | 263,000.00   | 99,250.00    | 13,503.10  | 0.00        | 163,750.00   | 37.7  |
| 500.121 Temporary Salaries/ Interns      | 7,500.00      | 7,500.00     | 0.00         | 0.00       | 0.00        | 7,500.00     | 0.0   |
| 500.140 Overtime Salaries                | 5,000.00      | 5,000.00     | 37.08        | 37.08      | 0.00        | 4,962.92     | 0.7   |
| 500.210 Employer FICA Taxes              | 20,200.00     | 20,200.00    | 7,512.61     | 939.51     | 0.00        | 12,687.39    | 37.2  |
| 500.220 Retirement                       | 56,824.00     | 56,824.00    | 22,421.83    | 6,007.88   | 0.00        | 34,402.17    | 39.5  |

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Town of Lauderdale by the Sea

| For the Period: 10/1/2020 to 2/28/2021    | Original Bud.       | Amended Bud.        | YTD Actual        | CURR MTH          | Encumb. YTD      | UnencBal            | % Bud       |
|-------------------------------------------|---------------------|---------------------|-------------------|-------------------|------------------|---------------------|-------------|
| <b>Fund: 001 - General Fund</b>           |                     |                     |                   |                   |                  |                     |             |
| <b>Expenditures</b>                       |                     |                     |                   |                   |                  |                     |             |
| Dept: 524.000 Development Services        |                     |                     |                   |                   |                  |                     |             |
| 500.230 Group Insurance                   | 54,210.00           | 54,210.00           | 25,175.85         | 3,627.14          | 0.00             | 29,034.15           | 46.4        |
| 500.315 Professional Services             | 152,000.00          | 152,000.00          | 12,510.89         | 500.00            | 15,000.00        | 124,489.11          | 18.1        |
| 500.345 Contractual Services              | 301,600.00          | 301,600.00          | 113,366.06        | 22,858.80         | 0.00             | 188,233.94          | 37.6        |
| 500.461 Vehicle Maintenance               | 250.00              | 250.00              | 0.00              | 0.00              | 0.00             | 250.00              | 0.0         |
| 500.462 Fuel                              | 500.00              | 500.00              | 0.00              | 0.00              | 0.00             | 500.00              | 0.0         |
| 500.463 Service Maintenance Contracts     | 5,200.00            | 5,200.00            | 681.12            | 102.69            | 0.00             | 4,518.88            | 13.1        |
| 500.506 Printing & Binding                | 1,300.00            | 1,300.00            | 346.32            | 125.96            | 0.00             | 953.68              | 26.6        |
| 500.508 Postage                           | 5,000.00            | 5,000.00            | 1,578.30          | 179.56            | 0.00             | 3,421.70            | 31.6        |
| 500.510 Office Supplies                   | 2,500.00            | 2,500.00            | 110.17            | 0.00              | 0.00             | 2,389.83            | 4.4         |
| 500.525 Uniform Expense                   | 600.00              | 600.00              | 0.00              | 0.00              | 0.00             | 600.00              | 0.0         |
| 500.540 Dues & Subscriptions              | 4,000.00            | 4,000.00            | 99.00             | 0.00              | 0.00             | 3,901.00            | 2.5         |
| 500.545 Training                          | 7,000.00            | 7,000.00            | 305.00            | 0.00              | 0.00             | 6,695.00            | 4.4         |
| 500.550 Operating Expenses                | 9,000.00            | 9,000.00            | 5,224.40          | 4,402.93          | 0.00             | 3,775.60            | 58.0        |
| <b>Development Services</b>               | <b>895,684.00</b>   | <b>895,684.00</b>   | <b>288,618.63</b> | <b>52,284.65</b>  | <b>15,000.00</b> | <b>592,065.37</b>   | <b>33.9</b> |
| Dept: 541.100 Mun Svcs - Public Works Div |                     |                     |                   |                   |                  |                     |             |
| 500.120 Regular Salaries                  | 850,000.00          | 850,000.00          | 336,070.59        | 62,767.37         | 0.00             | 513,929.41          | 39.5        |
| 500.140 Overtime Salaries                 | 50,000.00           | 50,000.00           | 8,344.05          | 1,307.19          | 0.00             | 41,655.95           | 16.7        |
| 500.210 Employer FICA Taxes               | 64,750.00           | 64,750.00           | 25,848.61         | 4,806.11          | 0.00             | 38,901.39           | 39.9        |
| 500.220 Retirement                        | 99,900.00           | 99,900.00           | 38,170.81         | 8,523.54          | 0.00             | 61,729.19           | 38.2        |
| 500.230 Group Insurance                   | 265,162.00          | 265,162.00          | 108,283.56        | 16,932.19         | 0.00             | 156,878.44          | 40.8        |
| 500.315 Professional Services             | 40,000.00           | 40,000.00           | 9,185.50          | 0.00              | 0.00             | 30,814.50           | 23.0        |
| 500.340 Sewer/Wastewater                  | 13,600.00           | 13,600.00           | 4,597.58          | 922.23            | 0.00             | 9,002.42            | 33.8        |
| 500.345 Contractual Services              | 226,878.00          | 226,878.00          | 68,037.24         | 23,959.95         | 0.00             | 158,840.76          | 30.0        |
| 500.410 Communications                    | 41,000.00           | 41,000.00           | 21,277.34         | 4,278.78          | 0.00             | 19,722.66           | 51.9        |
| 500.430 Electric Service                  | 42,000.00           | 42,000.00           | 14,977.24         | 2,421.97          | 0.00             | 27,022.76           | 35.7        |
| 500.431 Water Service                     | 120,000.00          | 120,000.00          | 63,372.46         | 9,954.87          | 0.00             | 56,627.54           | 52.8        |
| 500.433 Electric Service-Streets          | 55,000.00           | 55,000.00           | 22,288.44         | 4,492.57          | 0.00             | 32,711.56           | 40.5        |
| 500.445 Equip Rent/Lease                  | 15,000.00           | 15,000.00           | 616.72            | 216.72            | 0.00             | 14,383.28           | 4.1         |
| 500.460 Equipment Maintenance             | 20,000.00           | 20,000.00           | 12,082.77         | 7,081.79          | 0.00             | 7,917.23            | 60.4        |
| 500.461 Vehicle Maintenance               | 14,000.00           | 14,000.00           | 6,186.48          | 102.90            | 0.00             | 7,813.52            | 44.2        |
| 500.462 Fuel                              | 19,000.00           | 19,000.00           | 5,897.43          | 2,854.52          | 0.00             | 13,102.57           | 31.0        |
| 500.463 Service Maintenance Contracts     | 12,800.00           | 12,800.00           | 18,251.59         | 10,203.20         | 0.00             | -5,451.59           | 142.6       |
| 500.470 Radio Maintenance                 | 2,400.00            | 2,400.00            | 0.00              | 0.00              | 0.00             | 2,400.00            | 0.0         |
| 500.498 Storm Drain Rehab/Maint           | 80,000.00           | 80,000.00           | 20,205.00         | 0.00              | 0.00             | 59,795.00           | 25.3        |
| 500.508 Postage                           | 400.00              | 400.00              | 55.25             | 8.21              | 0.00             | 344.75              | 13.8        |
| 500.510 Office Supplies                   | 2,000.00            | 2,000.00            | 459.94            | 459.94            | 0.00             | 1,540.06            | 23.0        |
| 500.520 Bldg. Maintenance                 | 65,000.00           | 65,000.00           | 22,977.28         | 4,163.44          | 0.00             | 42,022.72           | 35.3        |
| 500.525 Uniform Expense                   | 8,500.00            | 8,500.00            | 6,106.29          | 1,004.20          | 0.00             | 2,393.71            | 71.8        |
| 500.529 Street Light Maintenance          | 18,065.00           | 18,065.00           | 11,254.19         | 0.00              | 0.00             | 6,810.81            | 62.3        |
| 500.530 Street Maint Repair Supply        | 90,000.00           | 90,000.00           | 28,001.19         | 24,197.61         | 0.00             | 61,998.81           | 31.1        |
| 500.531 Grounds Maint/Landscaping         | 40,000.00           | 40,000.00           | 33,184.22         | 8,855.47          | 0.00             | 6,815.78            | 83.0        |
| 500.532 Signs                             | 15,000.00           | 15,000.00           | 2,666.50          | 1,084.00          | 0.00             | 12,333.50           | 17.8        |
| 500.534 Sidewalk Maint Repair             | 25,000.00           | 25,000.00           | 0.00              | 0.00              | 14,449.29        | 10,550.71           | 57.8        |
| 500.535 Flags                             | 1,500.00            | 1,500.00            | 0.00              | 0.00              | 0.00             | 1,500.00            | 0.0         |
| 500.540 Dues & Subscriptions              | 1,500.00            | 1,500.00            | 1,090.00          | 215.00            | 0.00             | 410.00              | 72.7        |
| 500.545 Training                          | 6,800.00            | 6,800.00            | 0.00              | 0.00              | 0.00             | 6,800.00            | 0.0         |
| 500.547 Hurricane Expenditure             | 25,000.00           | 25,000.00           | 0.00              | 0.00              | 0.00             | 25,000.00           | 0.0         |
| 500.550 Operating Expenses                | 65,000.00           | 65,000.00           | 25,937.62         | 5,209.39          | 0.00             | 39,062.38           | 39.9        |
| 500.624 Capital Outlay-Bldg. Improvemt    | 159,500.00          | 159,500.00          | 26,399.80         | 8,036.50          | 18,529.20        | 114,571.00          | 28.2        |
| 500.640 Capital Outlay - Equipmt & Mach   | 20,825.00           | 20,825.00           | 0.00              | 0.00              | 0.00             | 20,825.00           | 0.0         |
| 500.644 Capital Outlay-Vehicles           | 43,710.00           | 43,710.00           | 9,931.83          | 2,007.75          | 0.00             | 33,778.17           | 22.7        |
| <b>Mun Svcs - Public Works Div</b>        | <b>2,619,290.00</b> | <b>2,619,290.00</b> | <b>951,757.52</b> | <b>216,067.41</b> | <b>32,978.49</b> | <b>1,634,553.99</b> | <b>37.6</b> |
| Dept: 572.000 Recreation                  |                     |                     |                   |                   |                  |                     |             |
| 500.311 Advertisements                    | 1,650.00            | 1,650.00            | 0.00              | 0.00              | 0.00             | 1,650.00            | 0.0         |
| 500.342 Senior Rec. Ctr. Contract         | 90,000.00           | 90,000.00           | 32,416.65         | 6,483.33          | 0.00             | 57,583.35           | 36.0        |
| 500.343 Beach Maintenance Contract        | 264,000.00          | 264,000.00          | 103,658.50        | 20,500.00         | 0.00             | 160,341.50          | 39.3        |
| 500.345 Contractual Services              | 26,500.00           | 26,500.00           | 26,500.00         | 0.00              | 0.00             | 0.00                | 100.0       |
| 500.347 Programs                          | 8,500.00            | 8,500.00            | 0.00              | -125.45           | 0.00             | 8,500.00            | 0.0         |
| 500.430 Electric Service                  | 800.00              | 800.00              | 202.41            | 42.01             | 0.00             | 597.59              | 25.3        |



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Town of Lauderdale by the Sea

| For the Period: 10/1/2020 to 2/28/2021 | Original Bud. | Amended Bud.  | YTD Actual   | CURR MTH     | Encumb. YTD | UnencBal      | % Bud |
|----------------------------------------|---------------|---------------|--------------|--------------|-------------|---------------|-------|
| <b>Fund: 001 - General Fund</b>        |               |               |              |              |             |               |       |
| Expenditures                           |               |               |              |              |             |               |       |
| Dept: 572.000 Recreation               |               |               |              |              |             |               |       |
| 500.460 Equipment Maintenance          | 8,000.00      | 8,000.00      | 8,566.64     | 929.63       | 0.00        | -566.64       | 107.1 |
| 500.469 Buoy Maintenance               | 9,000.00      | 9,000.00      | 0.00         | 0.00         | 0.00        | 9,000.00      | 0.0   |
| 500.495 Special Events                 | 70,000.00     | 70,000.00     | 9,797.97     | 2,973.20     | 0.00        | 60,202.03     | 14.0  |
| 500.510 Office Supplies                | 650.00        | 650.00        | 0.00         | 0.00         | 0.00        | 650.00        | 0.0   |
| 500.520 Bldg. Maintenance              | 45,000.00     | 45,000.00     | 11,605.05    | 1,070.11     | 0.00        | 33,394.95     | 25.8  |
| 500.536 Sea Oats                       | 12,000.00     | 12,000.00     | 1,469.20     | 1,219.20     | 0.00        | 10,530.80     | 12.2  |
| 500.550 Operating Expenses             | 82,000.00     | 82,000.00     | 44,444.84    | 6,512.22     | 0.00        | 37,555.16     | 54.2  |
| 500.640 Capital Outlay - Equipt & Mach | 32,500.00     | 32,500.00     | 16,870.00    | 5,070.00     | 0.00        | 15,630.00     | 51.9  |
| Recreation                             | 650,600.00    | 650,600.00    | 255,531.26   | 44,674.25    | 0.00        | 395,068.74    | 39.3  |
| Expenditures                           | 13,108,247.00 | 13,138,247.00 | 5,038,455.36 | 1,017,721.76 | 47,978.49   | 8,051,813.15  | 38.7  |
| Net Effect for General Fund            | 0.00          | 0.00          | 4,880,774.37 | -391,765.99  | 47,978.49   | -4,832,795.88 | 0.0   |
| Change in Fund Balance:                |               |               | 4,880,774.37 |              |             |               |       |

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Town of Lauderdale by the Sea

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|------------------------------------------------|---------------|--------------|------------|----------|-------------|----------|-------|
| <b>Fund: 101 - Special Revenue-Police Conf</b> |               |              |            |          |             |          |       |
| Revenues                                       |               |              |            |          |             |          |       |
| Dept: 306.000 Miscellaneous Revenues           |               |              |            |          |             |          |       |
| 369.100 Miscellaneous Revenues                 | 0.00          | 0.00         | 623.47     | 0.00     | 0.00        | -623.47  | 0.0   |
| Miscellaneous Revenues                         | 0.00          | 0.00         | 623.47     | 0.00     | 0.00        | -623.47  | 0.0   |
| Revenues                                       | 0.00          | 0.00         | 623.47     | 0.00     | 0.00        | -623.47  | 0.0   |
| Net Effect for Special Revenue-Police Conf     | 0.00          | 0.00         | 623.47     | 0.00     | 0.00        | -623.47  | 0.0   |
| Change in Fund Balance:                        |               |              | 623.47     |          |             |          |       |

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Town of Lauderdale by the Sea

| For the Period: 10/1/2020 to 2/28/2021      | Original Bud. | Amended Bud. | YTD Actual | CURR MTH  | Encumb. YTD | UnencBal    | % Bud |
|---------------------------------------------|---------------|--------------|------------|-----------|-------------|-------------|-------|
| <b>Fund: 102 - Building Fund</b>            |               |              |            |           |             |             |       |
| Revenues                                    |               |              |            |           |             |             |       |
| Dept: 302.100 Building Permit and Inpection |               |              |            |           |             |             |       |
| 322.100 Building Permits                    | 673,834.00    | 673,834.00   | 291,697.84 | 68,215.86 | 0.00        | 382,136.16  | 43.3  |
| 322.105 Fire Plan Review Fees               | 10,000.00     | 10,000.00    | 4,400.00   | 1,600.00  | 0.00        | 5,600.00    | 44.0  |
| Building Permit and Inpection               | 683,834.00    | 683,834.00   | 296,097.84 | 69,815.86 | 0.00        | 387,736.16  | 43.3  |
| Revenues                                    | 683,834.00    | 683,834.00   | 296,097.84 | 69,815.86 | 0.00        | 387,736.16  | 43.3  |
| Expenditures                                |               |              |            |           |             |             |       |
| Dept: 524.100 Building                      |               |              |            |           |             |             |       |
| 500.120 Regular Salaries                    | 73,650.00     | 73,650.00    | 26,920.94  | 3,581.99  | 0.00        | 46,729.06   | 36.6  |
| 500.210 Employer FICA Taxes                 | 5,700.00      | 5,700.00     | 1,897.72   | 371.89    | 0.00        | 3,802.28    | 33.3  |
| 500.220 Retirement                          | 13,000.00     | 13,000.00    | 4,176.72   | 421.10    | 0.00        | 8,823.28    | 32.1  |
| 500.230 Group Insurance                     | 17,154.00     | 17,154.00    | 5,361.83   | 2,685.66  | 0.00        | 11,792.17   | 31.3  |
| 500.310 Legal Expense                       | 5,000.00      | 5,000.00     | 0.00       | 0.00      | 0.00        | 5,000.00    | 0.0   |
| 500.402 Building Permit Services            | 569,330.00    | 569,330.00   | 116,136.30 | 37,260.36 | 0.00        | 453,193.70  | 20.4  |
| 500.550 Operating Expenses                  | 0.00          | 0.00         | 426.79     | 0.00      | 0.00        | -426.79     | 0.0   |
| Building                                    | 683,834.00    | 683,834.00   | 154,920.30 | 44,321.00 | 0.00        | 528,913.70  | 22.7  |
| Expenditures                                | 683,834.00    | 683,834.00   | 154,920.30 | 44,321.00 | 0.00        | 528,913.70  | 22.7  |
| Net Effect for Building Fund                | 0.00          | 0.00         | 141,177.54 | 25,494.86 | 0.00        | -141,177.54 | 0.0   |
| Change in Fund Balance:                     |               |              | 141,177.54 |           |             |             |       |

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|----------------------------------------|---------------|--------------|------------|------------|-------------|------------|-------|
| <b>Fund: 103 - Sewer Fund</b>          |               |              |            |            |             |            |       |
| Revenues                               |               |              |            |            |             |            |       |
| Dept: 304.000 Charges for Services     |               |              |            |            |             |            |       |
| 343.500 Sewer Fees                     | 1,128,896.00  | 1,128,896.00 | 506,090.35 | 108,744.16 | 0.00        | 622,805.65 | 44.8  |
| Charges for Services                   | 1,128,896.00  | 1,128,896.00 | 506,090.35 | 108,744.16 | 0.00        | 622,805.65 | 44.8  |
| Dept: 306.000 Miscellaneous Revenues   |               |              |            |            |             |            |       |
| 361.100 Interest Earnings              | 2,000.00      | 2,000.00     | 79.09      | 14.92      | 0.00        | 1,920.91   | 4.0   |
| Miscellaneous Revenues                 | 2,000.00      | 2,000.00     | 79.09      | 14.92      | 0.00        | 1,920.91   | 4.0   |
| Revenues                               | 1,130,896.00  | 1,130,896.00 | 506,169.44 | 108,759.08 | 0.00        | 624,726.56 | 44.8  |
| Expenditures                           |               |              |            |            |             |            |       |
| Dept: 535.000 Sanitary Sewers          |               |              |            |            |             |            |       |
| 500.120 Regular Salaries               | 78,000.00     | 78,000.00    | 31,865.36  | 5,768.69   | 0.00        | 46,134.64  | 40.9  |
| 500.140 Overtime Salaries              | 5,250.00      | 5,250.00     | 1,300.01   | 161.06     | 0.00        | 3,949.99   | 24.8  |
| 500.210 Employer FICA Taxes            | 6,200.00      | 6,200.00     | 2,529.27   | 452.09     | 0.00        | 3,670.73   | 40.8  |
| 500.220 Retirement                     | 15,500.00     | 15,500.00    | 5,288.30   | 931.69     | 0.00        | 10,211.70  | 34.1  |
| 500.230 Group Insurance                | 11,178.00     | 11,178.00    | 5,485.61   | 773.84     | 0.00        | 5,692.39   | 49.1  |
| 500.315 Professional Services          | 12,500.00     | 12,500.00    | 0.00       | 0.00       | 0.00        | 12,500.00  | 0.0   |
| 500.340 Sewer/Wastewater               | 680,340.00    | 680,340.00   | 360,739.13 | 58,915.87  | 0.00        | 319,600.87 | 53.0  |
| 500.345 Contractual Services           | 88,000.00     | 88,000.00    | 7,241.50   | 1,448.30   | 0.00        | 80,758.50  | 8.2   |
| 500.430 Electric Service               | 18,000.00     | 18,000.00    | 9,427.63   | 1,340.97   | 0.00        | 8,572.37   | 52.4  |
| 500.431 Water Service                  | 360.00        | 360.00       | 82.91      | 0.00       | 0.00        | 277.09     | 23.0  |
| 500.459 Sewer Line Maintenance         | 17,500.00     | 17,500.00    | 0.00       | 0.00       | 0.00        | 17,500.00  | 0.0   |
| 500.465 Pump Station Maintenance       | 3,000.00      | 3,000.00     | 376.94     | 0.00       | 0.00        | 2,623.06   | 12.6  |
| 500.497 Contingency                    | 100,000.00    | 100,000.00   | 0.00       | 0.00       | 0.00        | 100,000.00 | 0.0   |
| 500.550 Operating Expenses             | 2,250.00      | 2,250.00     | 490.41     | 21.99      | 0.00        | 1,759.59   | 21.8  |
| 500.630 Cap Outlay Imp other than bldg | 71,993.00     | 71,993.00    | 0.00       | 0.00       | 0.00        | 71,993.00  | 0.0   |
| 500.640 Capital Outlay - Equip & Mach  | 20,825.00     | 20,825.00    | 0.00       | 0.00       | 0.00        | 20,825.00  | 0.0   |
| Sanitary Sewers                        | 1,130,896.00  | 1,130,896.00 | 424,827.07 | 69,814.50  | 0.00        | 706,068.93 | 37.6  |
| Expenditures                           | 1,130,896.00  | 1,130,896.00 | 424,827.07 | 69,814.50  | 0.00        | 706,068.93 | 37.6  |
| Net Effect for Sewer Fund              | 0.00          | 0.00         | 81,342.37  | 38,944.58  | 0.00        | -81,342.37 | 0.0   |
| Change in Fund Balance:                |               |              | 81,342.37  |            |             |            |       |

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|----------------------------------------|---------------|--------------|------------|------------|-------------|-------------|-------|
| <b>Fund: 115 - Fire Fund</b>           |               |              |            |            |             |             |       |
| Revenues                               |               |              |            |            |             |             |       |
| Dept: 301.050 Fire Assessment          |               |              |            |            |             |             |       |
| 311.200 Property Tax-Fire Assessment   | 1,031,646.00  | 1,031,646.00 | 926,912.76 | 36,322.62  | 0.00        | 104,733.24  | 89.8  |
| Fire Assessment                        | 1,031,646.00  | 1,031,646.00 | 926,912.76 | 36,322.62  | 0.00        | 104,733.24  | 89.8  |
| Dept: 304.000 Charges for Services     |               |              |            |            |             |             |       |
| 342.210 Fire Inspection Fees           | 33,000.00     | 33,000.00    | 31,112.74  | 395.00     | 0.00        | 1,887.26    | 94.3  |
| Charges for Services                   | 33,000.00     | 33,000.00    | 31,112.74  | 395.00     | 0.00        | 1,887.26    | 94.3  |
| Dept: 306.000 Miscellaneous Revenues   |               |              |            |            |             |             |       |
| 361.100 Interest Earnings              | 1,500.00      | 1,500.00     | 75.34      | 14.16      | 0.00        | 1,424.66    | 5.0   |
| Miscellaneous Revenues                 | 1,500.00      | 1,500.00     | 75.34      | 14.16      | 0.00        | 1,424.66    | 5.0   |
| Revenues                               | 1,066,146.00  | 1,066,146.00 | 958,100.84 | 36,731.78  | 0.00        | 108,045.16  | 89.9  |
| Expenditures                           |               |              |            |            |             |             |       |
| Dept: 522.000 Fire Department          |               |              |            |            |             |             |       |
| 500.151 Fire Dept Pension              | 6,000.00      | 6,000.00     | 0.00       | 0.00       | 0.00        | 6,000.00    | 0.0   |
| 500.315 Professional Services          | 69,500.00     | 69,500.00    | 3,074.50   | 0.00       | 0.00        | 66,425.50   | 4.4   |
| 500.320 Audit Expense                  | 8,000.00      | 8,000.00     | 0.00       | 0.00       | 0.00        | 8,000.00    | 0.0   |
| 500.345 Contractual Services           | 888,619.00    | 888,619.00   | 370,257.90 | 74,051.58  | 0.00        | 518,361.10  | 41.7  |
| 500.520 Bldg. Maintenance              | 250.00        | 250.00       | 1,828.00   | 340.50     | 0.00        | -1,578.00   | 731.2 |
| 500.624 Capital Outlay-Bldg. Improvemt | 21,777.00     | 21,777.00    | 3,975.00   | 1,425.00   | 0.00        | 17,802.00   | 18.3  |
| 500.644 Capital Outlay-Vehicles        | 50,000.00     | 50,000.00    | 0.00       | 0.00       | 0.00        | 50,000.00   | 0.0   |
| 500.912 Transfer to General Fund       | 22,000.00     | 22,000.00    | 5,500.00   | 0.00       | 0.00        | 16,500.00   | 25.0  |
| Fire Department                        | 1,066,146.00  | 1,066,146.00 | 384,635.40 | 75,817.08  | 0.00        | 681,510.60  | 36.1  |
| Expenditures                           | 1,066,146.00  | 1,066,146.00 | 384,635.40 | 75,817.08  | 0.00        | 681,510.60  | 36.1  |
| Net Effect for Fire Fund               | 0.00          | 0.00         | 573,465.44 | -39,085.30 | 0.00        | -573,465.44 | 0.0   |
| Change in Fund Balance:                |               |              | 573,465.44 |            |             |             |       |

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|---------------------------------------------|---------------|--------------|--------------|-----------|--------------|--------------|-------|
| <b>Fund: 300 - Capital Project Fund</b>     |               |              |              |           |              |              |       |
| Revenues                                    |               |              |              |           |              |              |       |
| Dept: 000.000 Appropriated Fund Balance     |               |              |              |           |              |              |       |
| 380.200 Appropriated Fund Balance           | 3,000,000.00  | 3,000,000.00 | 0.00         | 0.00      | 0.00         | 3,000,000.00 | 0.0   |
| 380.204 Appropriated from El Mar Reser      | 672,997.00    | 672,997.00   | 0.00         | 0.00      | 0.00         | 672,997.00   | 0.0   |
| 380.210 Appropriated from Parking Fund      | 3,697,960.00  | 3,797,960.00 | 949,490.00   | 0.00      | 0.00         | 2,848,470.00 | 25.0  |
| Appropriated Fund Balance                   | 7,370,957.00  | 7,470,957.00 | 949,490.00   | 0.00      | 0.00         | 6,521,467.00 | 12.7  |
| Dept: 303.000 Intergovernmental Revenues    |               |              |              |           |              |              |       |
| 334.928 Broward County-Palm Club Sewer      | 150,000.00    | 150,000.00   | 0.00         | 0.00      | 0.00         | 150,000.00   | 0.0   |
| Intergovernmental Revenues                  | 150,000.00    | 150,000.00   | 0.00         | 0.00      | 0.00         | 150,000.00   | 0.0   |
| Dept: 306.000 Miscellaneous Revenues        |               |              |              |           |              |              |       |
| 361.100 Interest Earnings                   | 0.00          | 0.00         | 205.92       | 38.75     | 0.00         | -205.92      | 0.0   |
| 361.104 Pompano Beach-Palm Club Sewer       | 150,000.00    | 150,000.00   | 0.00         | 0.00      | 0.00         | 150,000.00   | 0.0   |
| Miscellaneous Revenues                      | 150,000.00    | 150,000.00   | 205.92       | 38.75     | 0.00         | 149,794.08   | 0.1   |
| Revenues                                    | 7,670,957.00  | 7,770,957.00 | 949,695.92   | 38.75     | 0.00         | 6,821,261.08 | 12.2  |
| Expenditures                                |               |              |              |           |              |              |       |
| Dept: 519.000 General                       |               |              |              |           |              |              |       |
| 500.120 Regular Salaries                    | 29,720.00     | 29,720.00    | 12,128.10    | 2,106.66  | 0.00         | 17,591.90    | 40.8  |
| 500.210 Employer FICA Taxes                 | 2,300.00      | 2,300.00     | 927.80       | 161.16    | 0.00         | 1,372.20     | 40.3  |
| 500.220 Retirement                          | 8,200.00      | 8,200.00     | 4,885.36     | 907.39    | 0.00         | 3,314.64     | 59.6  |
| 500.230 Group Insurance                     | 5,737.00      | 5,737.00     | 2,809.62     | 498.74    | 0.00         | 2,927.38     | 49.0  |
| General                                     | 45,957.00     | 45,957.00    | 20,750.88    | 3,673.95  | 0.00         | 25,206.12    | 45.2  |
| Dept: 539.157 CIP-VISITOR'S CENTER          |               |              |              |           |              |              |       |
| 500.624 Capital Outlay-Bldg. Improvemnt     | 75,000.00     | 75,000.00    | 89,692.00    | 7,459.60  | 0.00         | -14,692.00   | 119.6 |
| CIP-VISITOR'S CENTER                        | 75,000.00     | 75,000.00    | 89,692.00    | 7,459.60  | 0.00         | -14,692.00   | 119.6 |
| Dept: 559.023 Dredging Study                |               |              |              |           |              |              |       |
| 500.630 Cap Outlay Imp other than bldg      | 0.00          | 0.00         | 1,441.25     | 0.00      | 0.00         | -1,441.25    | 0.0   |
| Dredging Study                              | 0.00          | 0.00         | 1,441.25     | 0.00      | 0.00         | -1,441.25    | 0.0   |
| Dept: 559.024 East Terra Mar Drive          |               |              |              |           |              |              |       |
| 500.630 Cap Outlay Imp other than bldg      | 1,150,000.00  | 1,150,000.00 | 861,933.90   | 4,617.55  | 1,014,388.00 | -726,321.90  | 163.2 |
| East Terra Mar Drive                        | 1,150,000.00  | 1,150,000.00 | 861,933.90   | 4,617.55  | 1,014,388.00 | -726,321.90  | 163.2 |
| Dept: 572.107 A1A LFA Pine Ave to Terra Mar |               |              |              |           |              |              |       |
| 500.630 Cap Outlay Imp other than bldg      | 0.00          | 100,000.00   | 0.00         | 0.00      | 0.00         | 100,000.00   | 0.0   |
| A1A LFA Pine Ave to Terra Mar               | 0.00          | 100,000.00   | 0.00         | 0.00      | 0.00         | 100,000.00   | 0.0   |
| Dept: 572.200 Beach Renourishment           |               |              |              |           |              |              |       |
| 500.630 Cap Outlay Imp other than bldg      | 75,000.00     | 75,000.00    | 1,115.00     | 353.50    | 0.00         | 73,885.00    | 1.5   |
| Beach Renourishment                         | 75,000.00     | 75,000.00    | 1,115.00     | 353.50    | 0.00         | 73,885.00    | 1.5   |
| Dept: 576.129 Palm Club Sewer               |               |              |              |           |              |              |       |
| 500.630 Cap Outlay Imp other than bldg      | 2,550,000.00  | 2,550,000.00 | 5,876.00     | 1,742.50  | 0.00         | 2,544,124.00 | 0.2   |
| Palm Club Sewer                             | 2,550,000.00  | 2,550,000.00 | 5,876.00     | 1,742.50  | 0.00         | 2,544,124.00 | 0.2   |
| Dept: 577.100 Friedt Park                   |               |              |              |           |              |              |       |
| 500.630 Cap Outlay Imp other than bldg      | 25,000.00     | 25,000.00    | 60.00        | 0.00      | 0.00         | 24,940.00    | 0.2   |
| Friedt Park                                 | 25,000.00     | 25,000.00    | 60.00        | 0.00      | 0.00         | 24,940.00    | 0.2   |
| Dept: 579.169 Greenway- El Mar Drive        |               |              |              |           |              |              |       |
| 500.630 Cap Outlay Imp other than bldg      | 3,750,000.00  | 3,750,000.00 | 58,798.00    | 2,868.75  | 0.00         | 3,691,202.00 | 1.6   |
| Greenway- El Mar Drive                      | 3,750,000.00  | 3,750,000.00 | 58,798.00    | 2,868.75  | 0.00         | 3,691,202.00 | 1.6   |
| Expenditures                                | 7,670,957.00  | 7,770,957.00 | 1,039,667.03 | 20,715.85 | 1,014,388.00 | 5,716,901.97 | 26.4  |

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|-------------------------------------|---------------|--------------|------------|------------|--------------|--------------|-------|
| Net Effect for Capital Project Fund | 0.00          | 0.00         | -89,971.11 | -20,677.10 | 1,014,388.00 | 1,104,359.11 | 0.0   |
| Change in Fund Balance:             |               |              | -89,971.11 |            |              |              |       |

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|-----------------------------------------|---------------|--------------|------------|------------|-------------|--------------|-------|
| <b>Fund: 310 - Parking Fund</b>         |               |              |            |            |             |              |       |
| Revenues                                |               |              |            |            |             |              |       |
| Dept: 000.000 Appropriated Fund Balance |               |              |            |            |             |              |       |
| 380.200 Appropriated Fund Balance       | 3,697,960.00  | 3,797,960.00 | 0.00       | 0.00       | 0.00        | 3,797,960.00 | 0.0   |
| Appropriated Fund Balance               | 3,697,960.00  | 3,797,960.00 | 0.00       | 0.00       | 0.00        | 3,797,960.00 | 0.0   |
| Dept: 302.000 Licenses & Permits        |               |              |            |            |             |              |       |
| 313.101 PILOP Fee                       | 10,537.00     | 10,537.00    | 10,000.00  | 0.00       | 0.00        | 537.00       | 94.9  |
| Licenses & Permits                      | 10,537.00     | 10,537.00    | 10,000.00  | 0.00       | 0.00        | 537.00       | 94.9  |
| Dept: 304.000 Charges for Services      |               |              |            |            |             |              |       |
| 344.500 Parking Permits                 | 100,000.00    | 100,000.00   | 76,055.97  | 7,428.70   | 0.00        | 23,944.03    | 76.1  |
| 344.520 Parking Agreements              | 62,998.00     | 62,998.00    | 65,330.76  | 789.42     | 0.00        | -2,332.76    | 103.7 |
| 344.551 South Ocean                     | 108,500.00    | 108,500.00   | 49,613.05  | 15,111.68  | 0.00        | 58,886.95    | 45.7  |
| 344.552 Ocean Front Meters              | 250,000.00    | 250,000.00   | 118,376.37 | 24,357.35  | 0.00        | 131,623.63   | 47.4  |
| 344.553 Commercial Blvd. Meters         | 140,000.00    | 140,000.00   | 39,632.87  | 10,277.05  | 0.00        | 100,367.13   | 28.3  |
| 344.554 Parking Meters - Beach          | 213,000.00    | 213,000.00   | 87,094.08  | 21,118.24  | 0.00        | 125,905.92   | 40.9  |
| 344.556 El Prado Parking Lot            | 260,000.00    | 260,000.00   | 141,620.54 | 37,708.29  | 0.00        | 118,379.46   | 54.5  |
| 344.558 Town Hall Parking Lot           | 10,000.00     | 10,000.00    | 5,725.38   | 2,154.71   | 0.00        | 4,274.62     | 57.3  |
| 344.559 El Mar Parking Lot              | 175,000.00    | 175,000.00   | 87,072.54  | 19,036.72  | 0.00        | 87,927.46    | 49.8  |
| 344.560 A1A Parking Lot                 | 310,000.00    | 310,000.00   | 135,434.90 | 36,328.20  | 0.00        | 174,565.10   | 43.7  |
| 344.563 Bougainvillea/ Poinciana        | 35,000.00     | 35,000.00    | 49,202.71  | 12,761.19  | 0.00        | -14,202.71   | 140.6 |
| 344.564 Eastward Strand Parking Spaces  | 0.00          | 0.00         | 27,015.20  | 3,205.22   | 0.00        | -27,015.20   | 0.0   |
| Charges for Services                    | 1,664,498.00  | 1,664,498.00 | 882,174.37 | 190,276.77 | 0.00        | 782,323.63   | 53.0  |
| Dept: 305.000 Fines & Forfeitures       |               |              |            |            |             |              |       |
| 354.100 Parking Fines                   | 75,000.00     | 75,000.00    | 78,771.00  | 22,775.00  | 0.00        | -3,771.00    | 105.0 |
| Fines & Forfeitures                     | 75,000.00     | 75,000.00    | 78,771.00  | 22,775.00  | 0.00        | -3,771.00    | 105.0 |
| Dept: 306.000 Miscellaneous Revenues    |               |              |            |            |             |              |       |
| 361.100 Interest Earnings               | 2,000.00      | 2,000.00     | 272.45     | 52.74      | 0.00        | 1,727.55     | 13.6  |
| Miscellaneous Revenues                  | 2,000.00      | 2,000.00     | 272.45     | 52.74      | 0.00        | 1,727.55     | 13.6  |
| Revenues                                | 5,449,995.00  | 5,549,995.00 | 971,217.82 | 213,104.51 | 0.00        | 4,578,777.18 | 17.5  |
| Expenditures                            |               |              |            |            |             |              |       |
| Dept: 545.000 Parking Operations        |               |              |            |            |             |              |       |
| 500.120 Regular Salaries                | 154,300.00    | 154,300.00   | 61,973.41  | 11,792.76  | 0.00        | 92,326.59    | 40.2  |
| 500.140 Overtime Salaries               | 3,000.00      | 3,000.00     | 0.00       | 0.00       | 0.00        | 3,000.00     | 0.0   |
| 500.210 Employer FICA Taxes             | 12,000.00     | 12,000.00    | 4,611.39   | 876.66     | 0.00        | 7,388.61     | 38.4  |
| 500.220 Retirement                      | 22,000.00     | 22,000.00    | 8,629.19   | 1,699.52   | 0.00        | 13,370.81    | 39.2  |
| 500.230 Group Insurance                 | 44,828.00     | 44,828.00    | 20,871.92  | 3,431.64   | 0.00        | 23,956.08    | 46.6  |
| 500.345 Contractual Services            | 311,974.00    | 311,974.00   | 123,977.24 | 51,918.02  | 0.00        | 187,996.76   | 39.7  |
| 500.353 Parking Alternatives            | 174,000.00    | 174,000.00   | 47,269.23  | 13,057.25  | 0.00        | 126,730.77   | 27.2  |
| 500.410 Communications                  | 8,300.00      | 8,300.00     | 577.26     | 181.57     | 0.00        | 7,722.74     | 7.0   |
| 500.430 Electric Service                | 4,800.00      | 4,800.00     | 1,893.33   | 396.27     | 0.00        | 2,906.67     | 39.4  |
| 500.431 Water Service                   | 22,000.00     | 22,000.00    | 5,702.90   | 1,075.54   | 0.00        | 16,297.10    | 25.9  |
| 500.445 Equip Rent/Lease                | 13,646.00     | 13,646.00    | 0.00       | 0.00       | 0.00        | 13,646.00    | 0.0   |
| 500.461 Vehicle Maintenance             | 5,000.00      | 5,000.00     | 0.00       | 0.00       | 0.00        | 5,000.00     | 0.0   |
| 500.462 Fuel                            | 6,000.00      | 6,000.00     | 0.00       | 0.00       | 0.00        | 6,000.00     | 0.0   |
| 500.463 Service Maintenance Contracts   | 28,710.00     | 28,710.00    | 18,810.00  | 0.00       | 0.00        | 9,900.00     | 65.5  |
| 500.497 Contingency                     | 25,000.00     | 25,000.00    | 0.00       | 0.00       | 0.00        | 25,000.00    | 0.0   |
| 500.506 Printing & Binding              | 7,900.00      | 7,900.00     | 5,649.58   | 0.00       | 0.00        | 2,250.42     | 71.5  |
| 500.508 Postage                         | 2,000.00      | 2,000.00     | 395.94     | 0.00       | 0.00        | 1,604.06     | 19.8  |
| 500.510 Office Supplies                 | 1,000.00      | 1,000.00     | 116.48     | 103.17     | 0.00        | 883.52       | 11.6  |
| 500.525 Uniform Expense                 | 3,000.00      | 3,000.00     | 775.22     | 91.67      | 0.00        | 2,224.78     | 25.8  |
| 500.532 Signs                           | 8,000.00      | 8,000.00     | 2,311.80   | 422.00     | 0.00        | 5,688.20     | 28.9  |
| 500.533 Parking Meter Parts-Supplies    | 30,750.00     | 30,750.00    | 6,434.47   | 272.57     | 0.00        | 24,315.53    | 20.9  |
| 500.545 Training                        | 2,000.00      | 2,000.00     | 0.00       | 0.00       | 0.00        | 2,000.00     | 0.0   |
| 500.550 Operating Expenses              | 20,000.00     | 20,000.00    | 5,988.22   | 1,246.35   | 0.00        | 14,011.78    | 29.9  |
| 500.630 Cap Outlay Imp other than bldg  | 12,000.00     | 12,000.00    | 0.00       | 0.00       | 0.00        | 12,000.00    | 0.0   |
| 500.640 Capital Outlay - Equip't & Mach | 28,300.00     | 28,300.00    | 5,334.14   | 0.00       | 0.00        | 22,965.86    | 18.8  |



## REVENUE/EXPENDITURE REPORT

Page: 13

3/30/2021

2:18 pm

Town of Lauderdale by the Sea

| For the Period: 10/1/2020 to 2/28/2021 | Original Bud. | Amended Bud. | YTD Actual   | CURR MTH    | Encumb. YTD  | UnencBal      | % Bud |
|----------------------------------------|---------------|--------------|--------------|-------------|--------------|---------------|-------|
| <b>Fund: 310 - Parking Fund</b>        |               |              |              |             |              |               |       |
| Expenditures                           |               |              |              |             |              |               |       |
| Dept: 545.000 Parking Operations       |               |              |              |             |              |               |       |
| 500.644 Capital Outlay-Vehicles        | 0.00          | 0.00         | 4,015.76     | 798.36      | 0.00         | -4,015.76     | 0.0   |
| Parking Operations                     | 950,508.00    | 950,508.00   | 325,337.48   | 87,363.35   | 0.00         | 625,170.52    | 34.2  |
| Dept: 581.100 Interfund Transfers      |               |              |              |             |              |               |       |
| 500.910 Transfer to CIP Fund           | 3,697,960.00  | 3,797,960.00 | 949,490.00   | 0.00        | 0.00         | 2,848,470.00  | 25.0  |
| 500.912 Transfer to General Fund       | 801,527.00    | 801,527.00   | 200,381.75   | 0.00        | 0.00         | 601,145.25    | 25.0  |
| Interfund Transfers                    | 4,499,487.00  | 4,599,487.00 | 1,149,871.75 | 0.00        | 0.00         | 3,449,615.25  | 25.0  |
| Expenditures                           | 5,449,995.00  | 5,549,995.00 | 1,475,209.23 | 87,363.35   | 0.00         | 4,074,785.77  | 26.6  |
| Net Effect for Parking Fund            | 0.00          | 0.00         | -503,991.41  | 125,741.16  | 0.00         | 503,991.41    | 0.0   |
| Change in Fund Balance:                |               |              | -503,991.41  |             |              |               |       |
| Grand Total Net Effect:                | 0.00          | 0.00         | 5,083,420.67 | -261,347.79 | 1,062,366.49 | -4,021,054.18 |       |

Town of Lauderdale-by-the-Sea  
Cash and Investment Report  
as of February  
2021

| Bank /<br>Other                  | GL<br>No. | Bank<br>No. | Account Name                | Account<br>Type | Bank/<br>Pool | Balance<br>2/28/2021 | Interest/<br>Avg % Yield | Interest/Chg<br>Mkt Value | Interest/<br>Year to Date |
|----------------------------------|-----------|-------------|-----------------------------|-----------------|---------------|----------------------|--------------------------|---------------------------|---------------------------|
| 001 General Fund:                |           |             |                             |                 |               |                      |                          |                           |                           |
| SunTrust                         | 101.000   | 8015        | Master Account              | Advantage NOW   | SunTrust      | 12,608,846.84        | 0.02%                    | 165.77                    | 755.55                    |
| SunTrust                         | 101.009   | 6876        | Emergency Reserve           | Advantage NOW   | SunTrust      | 2,500,000.00         | 0.02%                    | Included Above            | Included Above            |
| GENERAL FUND                     |           |             |                             |                 |               | 15,108,846.84        |                          | 165.77                    | 755.55                    |
| SBA                              | 101.300   | 1471-A      | General Fund Invest Acct A  | SBA Invest Pool | SBA           | 173,889.52           | 0.15%                    | 19.96                     | 147.02                    |
| SBA                              | 101.400   | 1472-A      | Emergency Reserves Acct A   | SBA Invest Pool | SBA           | 84,364.77            | 0.15%                    | 9.67                      | 71.36                     |
| GENERAL FUND                     |           |             |                             |                 |               | 258,254.29           |                          | 29.63                     | 218.38                    |
| GENERAL FUND                     |           |             |                             |                 |               | 15,367,101.13        |                          | 195.40                    | 973.93                    |
| 101 Police Forfeiture & Training |           |             |                             |                 |               |                      |                          |                           |                           |
| SunTrust                         | 101.100   | 9613        | Police Forfeiture Fund      | Advantage NOW   | SunTrust      | 14,366.50            | 0.02%                    | Included Above            | Included Above            |
| POLICE FUND                      |           |             |                             |                 |               | 14,366.50            |                          | 0.00                      | 0.00                      |
| 103 Sewer Enterprise Fund        |           |             |                             |                 |               |                      |                          |                           |                           |
| SunTrust                         | 101.105   | 9999        | Cash                        | Advantage NOW   | SunTrust      | 1,500,679.97         | 0.02%                    | 14.92                     | 79.09                     |
| SEWER FUND                       |           |             |                             |                 |               | 1,500,679.97         |                          | 14.92                     | 79.09                     |
| 115 Fire Fund:                   |           |             |                             |                 |               |                      |                          |                           |                           |
| SunTrust                         | 101.109   | 5379        | Fire Fund Account           | Advantage NOW   |               | 2,043,799.40         | 0.02%                    | 14.16                     | 75.34                     |
| FIRE FUND                        |           |             |                             |                 |               | 2,043,799.40         |                          | 14.16                     | 75.34                     |
| 300 Capital Improvement Fund:    |           |             |                             |                 |               |                      |                          |                           |                           |
| SunTrust                         | 101.115   | 0010        | Cash                        | Advantage NOW   | SunTrust      | 3,456,262.54         | 0.02%                    | 38.75                     | 205.92                    |
| CAPITAL IMPROVEMENT FUND         |           |             |                             |                 |               | 3,456,262.54         |                          | 38.75                     | 205.92                    |
| 310 Parking Improvement Fund     |           |             |                             |                 |               |                      |                          |                           |                           |
| SunTrust                         | 101.125   | 0120        | Parking Improvement Account | Advantage NOW   | SunTrust      | 5,190,574.25         | 0.02%                    | 52.39                     | 270.69                    |
| SunTrust                         | 101.128   | 8554        | PILOP Account               | Advantage NOW   | SunTrust      | 42,621.00            | 0.02%                    | 0.35                      | 1.77                      |
| PARKING FUND                     |           |             |                             |                 |               | 5,233,195.25         |                          | 52.74                     | 272.46                    |
| 102 Building Fund                |           |             |                             |                 |               |                      |                          |                           |                           |
| SunTrust                         | 101.104   | 8686        | Building Account            | Advantage NOW   | SunTrust      | 128,345.30           | 0.02%                    | 0.66                      | 1.94                      |
| BUILDING FUND                    |           |             |                             |                 |               | 128,345.30           |                          | 0.66                      | 1.94                      |
| ALL FUNDS                        |           |             |                             |                 |               | 27,743,750.09        |                          | 316.63                    | 1,608.68                  |

Town of Lauderdale-by-the-Sea  
Cash and Investment Report  
as of February  
2021

| Summary by Investment Type    |  | Amount        | Percent |
|-------------------------------|--|---------------|---------|
| Interest Bearing Checking     |  | 27,485,495.80 | 99%     |
| Non-interest Bearing Checking |  | 0.00          | 0%      |
| SBA Trust Fund/Pools          |  | 258,254.29    | 1%      |
| Repurchase Agreements         |  | 0.00          | 0%      |
| Money Market Funds            |  | 0.00          | 0%      |
| U.S. Securities/Treasuries    |  | 0.00          | 0%      |
| U.S. Federal Agencies         |  | 0.00          | 0%      |
| Federal Instrumentalities     |  | 0.00          | 0%      |
| GRAND TOTAL                   |  | 27,743,750.09 | 100%    |

| Summary by Fund |                          | Amount        | Percent |
|-----------------|--------------------------|---------------|---------|
| 101.000/101-400 | General Fund             | 15,367,101.13 | 55%     |
|                 | Police Fund              | 14,366.50     | 0%      |
|                 | Sewer Fund               | 1,500,679.97  | 5%      |
|                 | Fire Fund                | 2,043,799.40  | 7%      |
|                 | Building Fund            | 128,345.30    | 0%      |
|                 | Capital Improvement Fund | 3,456,262.54  | 12%     |
|                 | Parking Fund             | 5,233,195.25  | 19%     |
| GRAND TOTAL     |                          | 27,743,750.09 | 100%    |

| Summary by Bank/Pool |                                     | Amount        | Percent |
|----------------------|-------------------------------------|---------------|---------|
|                      | SunTrust                            | 27,485,495.80 | 99%     |
|                      | Florida Prime/State Board of Admin. | 258,254.29    | 1%      |
| GRAND TOTAL          |                                     | 27,743,750.09 | 100%    |



## **Town Commission Agenda Item Report**

**Meeting Date:** April 13, 2021

**Submitted By:** Linda Connors, Interim Town Manager

**Submitting Department:** Administration

**Item Type:** Report

**Agenda Section:** TOWN MANAGER REPORT

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**Subject Title:** Interim Town Manager Report for April 13, 2021

### **1. Town Hall Opening**

Town staff continues to prepare for re-opening Town Hall to the public. Town Hall, the Community Center and BSO buildings will open on May 3<sup>rd</sup> and the first in-person Commission meeting is scheduled for May 11<sup>th</sup>. Entrance to the buildings will be limited to one customer at a time and seating at the Commission meeting will be limited – with seats spaced 6 feet apart. The Commissioners will sit at tables so that they can sit in a socially distanced manner. Speakers have been ordered so that the meeting can be heard if there is an overflow of people that would need to be seated on the portico. Sanitizing misters have been purchased for each of the buildings so that staff can sanitize the buildings throughout the day.

### **2. Downtown Update**

As you know, the Commission discussed the Downtown businesses at their April 6<sup>th</sup> meeting. They determined that the parking spaces would remain reserved for the restaurants' use until July 15<sup>th</sup>. They also asked staff to work with the restaurants to make sure their sidewalk café meets the approved license agreement. This would include reviewing the number of tables and their location on the sidewalk. We were also asked to monitor the sound level of music and make sure the levels are compliant with our code.

On Wednesday, I met with some restaurants to review the Commission's decision and set forth expectations. Development Services staff will be meeting with the restaurants one on one to provide any assistance necessary in implementing the Commission's direction. An email has been sent to all businesses explaining the situation and for the next four weeks, our Code staff will work closely with BSO in the downtown on weekend evenings so that they can take noise readings and work with the restaurants to ensure that our code requirements are being met.

### **3. Fire Department Audit**

Town staff had a kick-off meeting with the VFD auditors on April 5<sup>th</sup>. They asked for information and data which the staff is gathering for them. The Auditors will be scheduling meetings to talk with fire department personnel and elected officials in the next few weeks.

#### 4. Contingency Transfer

I have asked Baxter and Woodman to prepare a proposal to study the West Tradewinds/Commercial Boulevard intersection to determine if we can make any changes to improve this intersection. The amount for the study is \$6,000 and would be taken out of contingency funds of which we have \$100,000 budgeted. Unless there is an objection, I will sign the work authorization on Wednesday.

#### 5. Summer Schedule

The current Commission meeting schedule for the summer is as follows

| June    | July    | August    |
|---------|---------|-----------|
| June 8  | July 13 | August 10 |
| June 22 | July 27 | August 24 |

The Commission has traditionally cancelled at least one meeting in August to have a summer break and we have received a request to change the June 22<sup>nd</sup> date to June 29<sup>th</sup>. If the Commission would like to continue with this tradition, we suggest cancelling the August 24<sup>th</sup> meeting, otherwise we would need to reschedule some budget decision requirements to an earlier date.

**Required Action:** Provide consensus that Commission supports changing the June 22<sup>nd</sup> meeting to June 29<sup>th</sup> and cancelling the August 24<sup>th</sup> meeting.

#### 6. Farmer's Market

Typically, the end of April meant the end of the Farmer's Market. However, this year it seems that everyone wants to be outside and because of that, the Farmer's Market is busier than ever. Since they continue to be busy, they've asked if they can continue through the month of May. Staff has approved their request, excluding May 30, which is Memorial Day weekend. This is consistent with their contract.

#### 7. Development Services Department

The Development Services last three monthly reports are attached for your review. They show that business is back and we are busier than ever. As an example of the increased business, the building department collected \$107,000 in March. In comparison, last March at the start of COVID, the department collected \$30,000. A good month in prior years was \$80,000.

#### 8. Jhanelle Campbell, Acting Development Services Director, Celebrates 5 Years!

Jhanelle has reached a milestone with the Town. As of April 11<sup>th</sup>, she has been working for the Town for 5 years! Since that time, she has been promoted to Planning Technician, Planner, Assistant Development Services Director and now she is fulfilling the Development Services Director position. Please join me in congratulating her on this accomplishment and thanking her for her years of service to the Town. THANK YOU, JHANELLE!

#### 9. Upcoming Commission Workshop Schedule

| Date     | Time    | Topic      |
|----------|---------|------------|
| May 11th | 5:00 PM | 5 Year CIP |



## Town Commission Agenda Item Report

**Meeting Date:** April 13, 2021

**Submitted By:** Tedra Allen

**Submitting Department:** Administration

**Item Type:** Minutes

**Agenda Section:** APPROVAL OF MINUTES

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### **Subject Title:**

March 09, 2021 Town Commission Workshop Minutes

March 09, 2021 Town Commission Meeting Minutes

March 23, 2021 Town Commission Workshop Minutes

March 23, 2021 Town Commission Meeting Minutes (Tedra Allen, Town Clerk)

### **Explanation:**

Approval of minutes

### **Recommendation:**

Accept/Approve

### **Attachments:**

1. March 09, 2021 Town Commission Workshop Minutes
2. March 09, 2021 Town Commission Meeting Minutes
3. March 09, 2021 Town Commission Workshop Minutes
4. March 09, 2021 Town Commission Meeting Minutes

**MEETING MINUTES  
TOWN OF LAUDERDALE-BY-THE-SEA  
TOWN COMMISSION  
WORKSHOP MINUTES  
Jarvis Hall  
4505 Ocean Drive  
Tuesday, March 9, 2021  
5:30 PM**

**1. CALL TO ORDER**

Mayor Chris Vincent called the meeting to order at 5:30 p.m. Also present were Vice Mayor Alfred “Buz” Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Interim Town Manager Linda Connors, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Director of Finance and Budget Lucila Lang, Director of Public Works Ken Rubach, Acting Development Services Director Jhanelle Campbell, and Public Information Officer/IT Administrator Steve d’Oliveira, Town Clerk, Tedra Allen.

**2. PUBLIC COMMENT**

At this time Mayor Vincent opened public comment, which he closed upon receiving no input.

**3. DISCUSSION ITEM**

**FY 21 CIP Improvements Update and Reprioritization Recommendations (Linda Connors, Interim Town Manager; Ken Rubach, Public Works Director; Lucila Lang, Director of Finance & Budget)**

Interim Town Manager Linda Connors showed a presentation on the fiscal year (FY) 2021 Capital Improvement Plan (CIP) and Staff’s proposed amendments to that plan. The FY 2021 budget included funds for the following:

- The Visitors Center
- The Terra Mar Drive project
- Beach renourishment
- The Palm Club sewer project
- Improvements at Friedt Park
- The El Mar Drive Greenway
- State Road (SR) A1A project from Pine Avenue to Terra Mar Drive

As confirmed at recent Commission meetings, the El Mar Drive project will not move forward during FY 2021. Staff believes they can use some of the funding included in the CIP for that project by allocating it to other projects. Proposed CIP amendments include:

- Visitors Center: approved at \$75,000 but completed over budget; the allocation of \$20,000 would cover these additional costs, which had been approved by the former Town Manager.
- Friedt Park: \$25,000 budgeted for construction of a fence; the request would change this budget to \$0 for FY 2021 and this project would be revisited in FY 2022.
- El Mar Drive Greenway: budgeted for \$3.75 million, of which approximately \$75,000 has been spent for design; Staff recommends amending the budget for this project to the \$75,000 already spent.

Additional CIP projects that would be moved up to FY 2021 would include:

- Bel Air seawall: Staff requests \$225,000 to move forward with bid documents, permitting, and construction
- Securing permits for canal dredging, with Phase 1 of the dredging project itself to begin in FY 2022
- Roofs of Town-owned properties, particularly the Administration building
- Proposed Hibiscus Avenue/A1A crosswalk, which will require a maintenance agreement with the Florida Department of Transportation (FDOT)
- Codrington Drive drainage improvements design, landscaping, and traffic calming measures
- Bougainvillea Drive swale/drainage improvements past Town Hall, as well as improvements on Poinciana Street; \$25,000 is proposed to complete these upgrades, as well as a sufficiency study to prioritize re-paving of roads
- \$25,000 to repaint the exterior of the Town Hall complex
- Determine ways to improve access to Town Hall while following COVID-19 safety measures
- \$75,000 for design of pedestrian amenities as suggested by the recent pedestrian study, including crosswalks and sidewalk repairs (not including El Mar Drive sidewalks)

Staff anticipates being able to complete or at least begin many of these projects in FY 2021. They are not in prioritized order.

Commissioner Malkoon asked if the \$100,000 allocated to roof repairs would apply to all roofs or the Administration building only. Public Works Director Ken Rubach clarified that this amount would go toward the Administration building, as that roof is in danger of



failure. The cost represents a worst-case scenario estimate. Mayor Vincent recommended revisiting this and other estimated amounts for roof repairs for purposes of comparison. Interim Town Manager Connors characterized the proposed amount as a “placeholder” to represent the amount of funds to be budgeted for this need.

Vice Mayor Oldaker asked if the Hibiscus Avenue/A1A crosswalk would include lights in pavement. Public Works Director Rubach confirmed that these will be included, as well as pole lights. He also noted that the newly installed sidewalk and striping came from funds budgeted toward sidewalk improvements in FY 2021.

Commissioner Malkoon asked if it would be possible to look at Codrington Drive and Imperial Lane together as a section. Public Works Director Rubach advised that Imperial Lane was re-paved and new speed humps added in approximately 2011. He was not certain that this roadway required any additional work for drainage.

Commissioner Malkoon explained that his concern was for designing a project, then learning that the project is not fully supported by residents. Interim Town Manager Connors stated that Staff has met with several of the residents who had concerns about drainage on Codrington Drive, who have already requested Town assistance. Staff would look into all aspects of improving drainage, including the possibility of implementing swales and other measures.

Commissioner Strauss asked how a decision would be made if some residents were in favor of a project while others opposed it. Mayor Vincent noted that some communities collect signatures of supportive residents. He added that FDOT would be required to conduct a study on traffic calming measures before offering an opinion. Interim Town Manager Connors noted that residents on this street have identified drainage as an issue they would like to see addressed.

Vice Mayor Oldaker commented that it may be necessary to determine whether residents of Codrington Drive would like to see traffic calming devices implemented as well as drainage improvements. Interim Town Manager Connors advised that traffic calming, and landscaping improvements would be considered bonuses, while drainage improvements are a necessity.

Commissioner Sokolow recommended developing a basic proposal to be made to residents of the area. He did not recommend spending any funds on engineering and design until the Town has made a presentation to residents and heard majority agreement on how to proceed. Public Works Director Rubach explained that the Town

would prepare 25% design before going to residents for feedback, then come back and advance the design to 50% and make further modifications based on community input. It was clarified that drainage improvements on Codrington Drive would affect the entire street.

Interim Town Manager Connors continued that the plans for improving access to Town Hall would include ways that Staff may interact with the public without individuals entering the building.

At this time Town Clerk Tedra Allen read the following public comment:

- Barbara Cole, resident, expressed concern with the use of funds originally allocated to El Mar Drive, and recommended that the Commission “fix what needs fixing” with these designated funds.

Commissioner Malkoon advised that he did not want Town Hall to remain closed to residents. He suggested a keyless entry system may be possible in order to remove and grant access as needed, with restrictions applied to specific facilities such as restrooms and the front door. Mayor Vincent asserted that once the COVID-19 pandemic has ended, the Town plans to go back to normal without a redesign of how day-to-day business is conducted. This would mean once restrictions have been lifted, all facilities will be open. The Commissioners agreed by consensus with this view.

It was clarified that no new improvements to El Mar Drive would be made in this fiscal year, with the exception of projects that are already budgeted, such as sidewalk improvements. Mayor Vincent further clarified that the El Mar Drive project has not been delayed until 2022 but has ceased entirely except for necessary improvements such as sidewalk repairs.

Mayor Vincent asked if any funds earmarked for the El Mar Drive project that stemmed from the Oriana lawsuit have been allocated toward that project. Finance Director Lucila Lang replied that \$672,000 was included in the current budget; however, these funds are not included in any of the proposals put forward at tonight’s meeting. None of these dollars were used toward the design of the project earlier in FY 2021. Interim Town Manager Connors advised that the Town may be able to use these restricted dollars toward the \$75,000 that has already been expended. She would look into this further to ensure these funds are not restricted for construction only.

It was determined that aside from Commission consensus to eliminate COVID-19-related access changes for Town Hall, the proposed budget adjustments would be brought back as formal documents at the next Commission meeting.

**FY 21 Sewer Fund Recommendation for a Lateral Lining (Linda Connors, Interim Town Manager; Ken Rubach, Public Works Director; Lucila Lang, Director of Finance & Budget)**

Interim Town Manager Connors stated that the Sewer Fund currently includes over \$1 million, from which she recommended the allocation of \$100,000 to begin lining laterals. This is approximately the same amount spent each year repairing laterals. Lining these facilities could prevent the need for future repairs. This was previously done for sewer mains. The Commissioners agreed by consensus with this proposal.

**4. ADJOURNMENT**

With no other business to come before the Commission at this time, the workshop was adjourned at 6:16 p.m.

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Mayor Chris Vincent

ATTEST:

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Town Clerk Tedra Allen

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Date

**MEETING MINUTES  
TOWN OF LAUDERDALE-BY-THE-SEA  
TOWN COMMISSION  
MEETING MINUTES  
Jarvis Hall  
4505 Ocean Drive  
Tuesday, March 9, 2021  
6:30 PM**

**1. CALL TO ORDER**

Mayor Chris Vincent called the meeting to order at 6:30 p.m. Also present were Vice Mayor Alfred “Buz” Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Interim Town Manager Linda Connors, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Director of Finance and Budget Lucila Lang, Director of Public Works Ken Rubach, Acting Development Services Director Jhanelle Campbell, Special Projects Coordinator Debbie Hime, Town Engineer Jay Flynn, Human Resources Manager Lisa Slagle, and Public Information Officer/IT Administrator Steve d’Oliveira, Town Clerk Tedra Allen

**2. PLEDGE OF ALLEGIANCE TO THE FLAG**

**3. INVOCATION**

Rabbi Benzion Singer gave the Invocation.

**4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**

None.

**5. PRESENTATIONS**

**a. Jack Holland Proclamation (Steve d’Oliveira, Public Information Officer)**

Commissioner Strauss advised that Jack Holland has recently retired from the Hillsboro Inlet District Board of Commissioners after 35 years of service, during which he oversaw a number of important projects.

Mayor Vincent read a Proclamation recognizing March 9, 2021 as Jack Holland Day.

**6. PUBLIC COMMENTS**

At this time Mayor Vincent opened public comment.

Town Clerk Tedra Allen read the following public comment:

- Barbara Cole, resident, addressed the Town Manager search, requesting that a list of challenges that would face the new Town Manager be removed, with the focus on serving as a steward of the Town
- Debra Hixson, who was newly elected to the Broward County School Board, introduced herself
- Sarah Leonardi, also newly elected to the Broward County School Board, introduced herself

## **7. PUBLIC SAFETY DISCUSSION**

### **a. BSO February 2021 (Captain Tom Palmer, BSO)**

Captain Tom Palmer of the Broward Sheriff's Office (BSO) recognized Detective Glenn Genovese as February 2021's Deputy of the Month. Detective Genovese was instrumental in identifying a vehicle used in a number of shoplifting cases, which led to an arrest.

Capt. Palmer continued that in recent weeks, he has been in contact with several coastal Chiefs of Police as well as Broward County Parks and Recreation with regard to spring break. An emergency lane has been implemented to allow access to emergency vehicles, and the beach is being patrolled more actively. No incidents have been reported thus far.

**Vice Mayor Oldaker made a motion, seconded by Commissioner Sokolow, to approve. Motion carried 5-0.**

## **8. TOWN MANAGER REPORT**

### **a. Town Manager's Report March 9, 2021 (Linda Connors, Interim Town Manager)**

Interim Town Manager Linda Connors requested direction from the Commission regarding upcoming special events in summer 2021, including Bugfest-By-The-Sea as well as the Town's Fourth of July celebration. Staff is working to identify ways to adjust these activities in order to meet COVID-19 precautions. The Town's fireworks provider

has requested that they be informed by March 15, 2021 of whether or not fireworks will be needed for the event.

Mayor Vincent was in favor of entertaining the possibility of special events once more and recommended that Staff reach out to nearby municipalities to determine what they are doing for the holiday. He was also in favor of moving forward with Bugfest. The Commissioners agreed by consensus to proceed with planning for these events.

Commissioner Malkoon asked if the events are included in the current budget and if the Town would use the FDG property. Interim Town Manager Connors replied that plans include use of the FDG property. Plans are in place to identify alternatives if necessary.

Interim Town Manager Connors also requested feedback from the Commission regarding dogs in Town parks. A number of dogs and owners have congregated in the Friedt Park area without following rules that require dogs to be leashed. Town Code also states that dogs are prohibited from the park. Before preparing signage to remind owners of these regulations, Staff requested direction from the Commission on whether or not Code should be changed to permit dogs on beaches and/or in parks.

Commissioner Malkoon recommended no changes to Code. Mayor Vincent also felt more research would be necessary before making any changes to Code, pointing out that El Prado Park and Friedt Park are the Town's only green spaces.

Interim Town Manager Connors advised that any Ordinance prepared by Staff can be specific to the green spaces and may follow any directive the Commission wants, such as limiting dogs to a certain area of a park.

Mayor Vincent was not in favor of permitting dogs at El Prado Park, but recognized there are opportunities at Friedt Park outside its grassy area. He felt there should be more detailed discussion of this issue before a draft Ordinance is prepared. Possible options may include a fenced portion of the FDG property currently used for parking.

Commissioner Sokolow stated that until the Town is willing to enforce its Ordinances with consequences, some dog owners will continue not to comply with the law by allowing their pets on the beach or in Town parks. Interim Town Manager Connors noted that Code Compliance Staff has recently begun patrolling the beach to inform owners that dogs are not allowed there. The month of March 2021 is designated as a time to inform the community that the Ordinance is in place. After one warning has been given, ticketing may begin.

Interim Town Manager Connors continued that Staff is working closely with WastePro to ensure its service meets the needs of the community. They have identified a number of collection issues occurring in the Downtown area, and suggest that on busier days such as Saturdays, Sundays, and Mondays, the Town permit WastePro to collect trash one hour earlier in order to be outside of the Town before crowds begin. The Commission agreed by consensus to proceed with this change on a trial basis. If there are no unintended consequences, the time change can be an amendment to the next agreement.

Vice Mayor Oldaker expressed concern with stakeholders in the area as well as with nearby residential and hospitality properties that would be affected by the change. Interim Town Manager Connors stated that many of these stakeholders have made complaints about garbage left late in the day to be picked up. The program is on a trial basis until it is determined how all of these parties are affected.

Interim Town Manager Connors addressed the Town's workshop schedule, noting that the workshop to discuss the 2021 Capital Improvement Plan (CIP) was held prior to tonight's Commission meeting. On March 23, 2021, there will be a workshop to discuss the five-year CIP, which will be included in the FY 2022 budget. She recommended that this workshop begin at 5 p.m. On April 6, at 5:30 p.m., a workshop is scheduled to discuss the Broward County transportation surtax program, as well as some of the items recently identified in the pedestrian study. On May 11, at 5 p.m., she also recommended a workshop to discuss the Downtown area, including COVID-19-related restrictions that are set to expire in mid-July.

Commissioner Malkoon suggested that the discussion of the Downtown area be moved up to the April 6 meeting, as there are a number of issues in need of address. It was determined that this change would be made.

**b. January 2021 Finance Report (Lucila Lang, Director of Finance & Budget)**

Finance Director Lucila Lang presented the January 2021 Finance Report, noting that the Town has collected up to 90% of its ad valorem revenues. Utility and franchise taxes had been at 26% prior to the January payment; as of today, these are at 35.7%. A chart comparing revenues generated by Town parking lots was provided, showing that while there is a decrease in overall revenue, the El Prado lot is the Town's number-one

revenue producer, providing 18.6% of revenue. The second most productive lot is the A1A lot at 17.74%, and the oceanfront meters produce 16.83%.

The Commissioners accepted the report without discussion.

**9. TOWN ATTORNEY REPORT**

None.

**10. APPROVAL OF MINUTES**

**a. February 9, 2021 Town Commission Meeting Minutes**

Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to approve. Motion carried 5-0.

**11. CONSENT AGENDA**

None.

**12. OLD BUSINESS**

**a. Town Manager Search Consultant (Susan Trevarthen, Town Attorney)**

Town Attorney Susan Trevarthen reported that Staff has prepared a draft request for proposal (RFQ) in case the Town opts to retain a search consultant to assist in identifying new Town Manager candidates. An example of the RFQ used during the previous Town Manager search was also provided. Information regarding the Town and its priorities can be updated by a search consultant working with Staff. She concluded that the Commission itself cannot serve as selection committee for this RFQ. Responses may be sent directly to a Commission meeting, or a member of Staff can be assigned to review the responses.

Town Attorney Trevarthen recalled that at the February 23 Commission meeting, there was discussion of the Florida City/County Managers' Association (FCCMA), which has a Senior Advisor Program that can assist with a Town Manager search. She has not yet received word of whether or not any FCCMA members may be interested in assisting the Town as consultant for the Town Manager search in lieu of bringing in a firm.



Town Attorney Trevarthen clarified that senior advisors affiliated with FCCMA may be available to provide a variety of consulting services to municipalities to assist with the search for a Town Manager. The Town would have the opportunity to specify the parameters of this search. It was determined that the Town Attorney would wait for a response from FCCMA and report back to the Commission.

### **13. NEW BUSINESS**

#### **a. Special Event, Park and Film Permits Discussion (Debbie Hime, Special Projects Coordinator)**

Special Projects Coordinator Debbie Hime explained that the Town is hearing interest in different types of permitting and would like to hear the Commission's recommendation on how to proceed. One special event requested in May 2021 is a church baptism with approximately 70 people on the beach. The Town would determine whether or not County permission is required before approving this event.

Regarding film permits, the Town has an inter-local agreement (ILA) with Broward County in which the County sends the Town a permit for signature once they have determined that COVID-19 guidelines are met. A small number of film permits have come through from the County thus far.

For weddings, the Town recommends a hybrid between County Emergency Orders and the Town's Resolution 2017-41, which includes special event permitting and fees. Special event applications would be taken on a case-by-case basis, with determination to be made that these fit within County and Town guidelines. Staff would bring these permits forward for Commission approval.

Special Events Coordinator Hime continued that in most cases, the Town asks that a wedding involving more than 40 individuals be arranged through a hotel. All requests would be asked to sign the Town's COVID-19 agreement. It was determined that the Town's pre-COVID-19 standard of no more than 40 individuals would be observed.

#### **b. Speed Hump Request for Spanish River Drive (Neysa Herrera, Assistant to the Town Manager)**

Assistant to the Town Manager Neysa Herrera explained that the Town received this request on February 18, 2021, including a petition signed by 12 of the 18 property

owners on this street. Staff has certified these signatures and confirmed that this accounts for over 51% of these property owners.

The next step, should the Commission decide to move forward, would be to ask Broward County to conduct a speed study and accident data review to indicate whether or not a speed table is warranted at the subject location. This would determine whether or not the County or the Town would assume liability for installation of speed humps. If the Commission directs Staff to move ahead with this step, the results of the study would be brought back to them for a final decision.

Town Engineer Jay Flynn has determined that the installation of speed humps at the subject location would cost the Town approximately \$10,000. The Commission would have the final say in award of the contract once all policy steps have been observed.

Mayor Vincent asked if it is required that the Town go through the County for the speed study and accident data, or if they might move forward with a decision prior to the study. Town Attorney Trevarthen replied that the Town may proceed in either case; the lack of a study would only affect which party is responsible for costs and liability. She offered to look further into this issue.

Vice Mayor Oldaker asked where the speed humps would be positioned on the street. Mayor Vincent reiterated that an outside consultant or engineer would determine this placement.

Public Works Director Rubach explained that the County would not prohibit the Town from installing speed humps if the Town assumes liability and the Town Engineer determines the location. In the event that speed humps are found to be unwarranted, but the community still wants them, the Town may look into whether it can hold itself harmless and the neighborhood association assume liability.

**Commissioner Malkoon made a motion, seconded by Commissioner Sokolow, to approve. Motion carried 5-0.**

**c. Vacation Leave Accruals for Calendar Year 2020 (Lisa Slagle, Human Resources Manager)**

Human Resources Manager Lisa Slagle stated that in 2020, after the COVID-19 pandemic began, the Town Manager at that time had verbally communicated to Town employees that unused vacation time could be rolled over at the end of the year. The

Town's personnel manual states that an employee may not roll forward more than 120 hours: if they have accrued more vacation at the end of the year without using this time, those hours would be considered forfeit.

This policy was never put forth in written format and brought to the Commission for approval, and Human Resources Manager Slagle advised that she lacks authority to override this regulation. She requested guidance from the Commission, noting that there are multiple options, such as:

- Allowing employees who kept their time, thinking they would be able to use it in 2021, to cash out this time as a one-time payment
- Allowing the forfeit hours to be restored, with the understanding that they must be used by December 31, 2021
- Maintain the forfeiture of vacation hours

Staff recommends allowing employees the option of cashing out their hours or restoring them for this year.

Mayor Vincent advised that a Resolution be drafted to allow this one-time exception to be made, as the personnel manual was adopted by Resolution. Town Attorney Trevarthen advised that she could bring this Resolution back at the next meeting.

**Vice Mayor Oldaker made a motion, seconded by Commissioner Malkoon, to approve the plan [to allow employees to choose between the options of cashing out their hours or rolling them into 2021]. Motion carried 5-0.**

**d. Work Authorization to Strutt Consulting for planning consultant services related to updating the Town's Comprehensive Plan (Jhanelle Campbell, Acting Director of Development Services)**

Acting Development Services Director Jhanelle Campbell reported that the FY 2021 budget was approved including \$40,000 for Comprehensive Plan updates. The Town plans to conduct the first phase of these updates, of which key tasks are listed under the Agenda Item.

In 2019, the Town issued an RFP selecting several planning firms that could provide planning services as needs arise. Staff recommends use of Strutt Consulting for this task due to the firm's long-standing relationship with the Town. Costs are estimated at \$28,000. The remaining \$12,000 of the budgeted \$40,000 would be used to update

maps and graphs within the Comprehensive Plan, as these are outside the consultant's scope of work.

Interim Town Manager Connors characterized this Item as a cleanup issue, which would update language and eliminate completed goals, objectives, and policies. No new goals and policies are proposed for inclusion in the Comprehensive Plan at this time.

**Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to approve. Motion carried 5-0.**

#### **14. COMMISSIONER COMMENTS**

Vice Mayor Oldaker addressed the issue of dogs in Town parks and on beaches, requesting that Staff define the difference between the El Mar Drive median and the designation of a park. This would help residents better understand where they may walk their dogs. Interim Town Manager Connors replied that official park spaces are outlined in the Comprehensive Plan. This Plan can be brought back to the next Commission meeting for clarification.

#### **15. ORDINANCES 1<sup>ST</sup> READING**

None.

#### **16. ORDINANCES 2<sup>ND</sup> READING**

None.

#### **17. RESOLUTIONS**

- a. Resolution 2021-15 -- A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SUPPORTING FLORIDA SENATE BILL 596 AND HOUSE BILL 6023, WHICH REPEALS THE TREE PRUNING, TRIMMING, AND REMOVAL PREEMPTION; PROVIDING DIRECTION TO TOWN OFFICIALS; PROVIDING FOR AN EFFECTIVE DATE. (Jhanelle Campbell, Acting Director of Development Services)

At this time Mayor Vincent opened public comment, which he closed upon receiving no input.

Acting Development Services Director Campbell advised that at present, Town Code requires a permit from Broward County to remove trees from residential or commercial properties in many instances. Florida Statute 163 preempts the Town's ability to regulate the removal of trees. The Resolution supports repeal of this language.

**Commissioner Sokolow made a motion to approve.**

Mayor Vincent cautioned that the proposed Resolution does not restore home rule; instead, it allows the County to determine what trees are sufficient for homeowners to keep on their property. Florida Statute 163 allows the Town the opportunity to hire its own arborists rather than remain under the guidance of the County. While he was in favor of municipalities and counties opining on what should be permitted on public property, he opposed allowing them to opine on what belongs on private property.

**Commissioner Sokolow withdrew his motion to approve.**

Commissioner Sokolow asked for the position taken by the Florida League of Cities on this issue. Town Attorney Trevarthen replied that prior to last year's Statute, counties and cities were able to regulate trees on commercial property. The Statute states that a local government may not require a notice, application of approval, permit, fee, or mitigation for pruning, trimming, or removal of a tree on residential property if that property owner obtains documentation from a certified arborist or a Florida-licensed landscape architect that the tree represents a danger to persons or property.

Commissioner Strauss asked if there are consequences to voting against the proposed Resolution. Town Attorney Trevarthen advised that there are no direct consequences; however, a vote in its favor informs the Florida Legislature that the Town would like to remove the 2019 preemption from state law.

The Resolution died for lack of motion.

- b. Resolution 2021-16 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, APPROVING THE AGREEMENT WITH BROWARD COUNTY FOR DISBURSEMENT OF FUNDS IN THE AMOUNT OF \$4,580.00 FROM THE BROWARD COUNTY TREE PRESERVATION TRUST FUND; AUTHORIZING THE INTERIM TOWN MANAGER TO EXECUTE THE AGREEMENT;**

**PROVIDING FOR AN EFFECTIVE DATE. (Neysa Herrera, Assistant to the Town Manager)**

At this time Mayor Vincent opened public comment, which he closed upon receiving no input.

**Commissioner Sokolow made a motion, seconded by Commissioner Strauss, to approve. Motion carried 5-0.**

**18. QUASI JUDICIAL PUBLIC HEARINGS**

None.

**19. ADJOURNMENT**

With no other business to come before the Commission at this time, the meeting was adjourned at 8:13 p.m.

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Mayor Chris Vincent

ATTEST:

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Town Clerk Tedra Allen

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Date

**TOWN OF LAUDERDALE-BY-THE-SEA**  
**TOWN COMMISSION**  
**WORKSHOP MINUTES**  
**Jarvis Hall**  
**4505 Ocean Drive**  
**Tuesday, March 23, 2021**  
**5:00 PM**

**1. CALL TO ORDER**

Mayor Chris Vincent called the meeting to order at 5:00 p.m. Also present were Vice Mayor Alfred “Buz” Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Interim Town Manager Linda Connors, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Director of Finance and Budget Lucila Lang, Director of Public Works Ken Rubach, Acting Development Services Director Jhanelle Campbell, and Public Information Officer/IT Administrator Steve d’Oliveira, Town Clerk Tedra Allen.

**2. PLEDGE OF ALLEGIANCE**

**3. DISCUSSION ITEM**

At this time Mayor Vincent opened public comment.

Town Clerk Tedra Allen read the following public comments:

- Barbara Cole, resident, recommended that the Commission consider upgrades rather than redesigns to Town features, including Town Hall, the beach portals, Downtown, neighborhoods, and El Mar Drive, in the fiscal year (FY) 2022-2026 Community Investment Plan (CIP)
- Stuart Dodd, resident, addressed a proposal in the CIP that would spend \$1.2 million on Codrington Drive, noting that the majority of drainage issues there are related to a parking lot and recommending a swale restoration program for that roadway

**a. FY22 5-Year Proposed CIP (Linda Connors, Interim Town Manager, Ken Rubach, Director of Public Works, and Lucila Lang, Director of Finance & Budget)**

Interim Town Manager Linda Connors explained that Staff will present its proposed five-year CIP, which will be included within the FY 2022 budget. They are beginning the budgeting process early in order to ensure that the CIP reflects the Commission’s wants

and desires. The CIP is not tied to a specific Strategic Plan: instead, Staff considered items related to completed studies, as well as other issues that have arisen for the Town.

Figures for FY 2021 are included in the document, as are estimated costs for projects in subsequent years. As these projects get closer, it will be possible to replace these estimates with hard numbers. A CIP is required for all municipal budgets in Florida.

FY 2021 will be reviewed due to its close ties to the expenses proposed for FY 2022. Staff has tried to continue with design and construction for a number of these projects into the next year. The proposal for FY 2022 includes projected costs for the following:

- Roof replacement for the Public Works and Development Services buildings
- Replace carpet in Town Hall and Development Services buildings
- Restore the Town Hall terrazzo
- Palm Club sewer project, including anticipated funding of \$1 million from the state as well as funds from Broward County and Pompano Beach
- Public review and construction of proposed design improvements for Codrington Drive
- Construction of a Bougainvillea Drive project including improvements to Poinciana Street
- First phase of canal dredging
- Pedestrian and Americans with Disabilities Act (ADA) –related improvements
- Design to restore portals
- Replacement of finance software
- Continue stormwater rate study
- Continue roadway paving and refurbishment

Interim Town Manager Connors advised that regarding “Complete Streets” improvements, Staff will reach out to residents on the affected streets to ensure there is significant public involvement in the projects. She emphasized the importance of addressing issues raised during public involvement: for example, if residents express a desire for traffic calming measures, these issues should be addressed at the same time other improvements are being made to avoid digging up a roadway more than once. Community involvement will help Staff understand all the issues involved in each area. Broward County transportation surtax funds may be available for certain projects as well.

Commissioner Malkoon advocated for fiscal conservatism wherever possible, including projects such as swale restoration rather than heavier and more costly projects where applicable. He requested clarification of the \$2 million cost of redesigning the Town’s portals over two consecutive years. Interim Town Manager Connors explained that there



have been no formal estimates of the costs of this project: Staff wished to err on the side of caution rather than budgeting too little and coming up short. As the time for these projects draws closer, there will be a clearer understanding of the costs involved.

Mayor Vincent asked if the Commission felt any of the items cited thus far for FY 2022 should be moved to a subsequent year. He noted that there were some projects, such as Town Hall roof and floor replacement, on which the Commission was likely to be in consensus to retain in the 2022 CIP. He briefly reviewed the remaining projects for this year, requesting additional information regarding canal dredging and pedestrian/ADA improvements.

Interim Town Manager Connors recalled that the Town recently saw a presentation by the Corradino Group on the pedestrian study prepared for the Town, which recommended several improvements. The proposed 2022 CIP includes \$75,000 to review the study and consider how to implement several the recommendations made, including repair of crosswalks and sidewalk breaks. Mayor Vincent added that a resident had also recommended that access be provided to the beach via an ADA-compliant ramp.

Commissioner Malkoon did not feel the portals were in need of redesign and recommended that the Commission see the current condition of this structure before proceeding. While one portal required demolition and reconstruction, he was not certain this would be the case for the other two structures.

Commissioner Sokolow asked if use of the term “Complete Streets” made projects more eligible for surtax funding. Interim Town Manager Connors confirmed this, advising that Complete Streets can refer to changes as minimal as addition of swales and landscaping or traffic calming.

Mayor Vincent addressed the suggestions for Codrington Drive provided during public comment, asking if the runoff issues cited have been investigated by Town Staff. Public Works Director Ken Rubach replied that when he and Assistant to the Town Manager Neysa Herrera met with several residents on Codrington Drive to inspect the street, the specific issue cited during public comment was not raised; however, most of the residents who participated in this meeting lived toward the middle or western end of the block, where the greatest concern was for water intruding onto their properties and over seawalls. The issue at the north end of the street, which was raised by Mr. Dodd during public comment, was not brought up by residents at that time. Public input will continue to be incorporated into all of the information necessary for this design.

Interim Town Manager Connors moved on to the FY 2023 CIP, which continues many of the projects proposed in FY 2022. These include:

- Completion of roof replacement on offsite buildings
- Completion of phase 2 of the Bougainvillea Drive/Poinciana Street project
- Design phase of another project identified in the stormwater study
- Completion of canal dredging
- Pedestrian/ADA improvements
- Beach portal construction, if applicable
- Friedt Park playground improvements, including ADA compatibility
- El Prado Park refurbishment, including grass replacement with artificial turf
- Continued funding for roadway paving and refurbishment

Vice Mayor Oldaker asked if the Friedt Park playground would require both design and construction phases. Public Works Director Rubach replied that the Town has sought estimates to replace surfacing and equipment and implement shade structures. He concluded that Staff is comfortable with the \$400,000 estimate for these improvements. Interim Town Manager Connors recalled that the Friedt Park playground equipment was last upgraded in 2014, but the area has never been brought up to ADA standards. Some preliminary design work is already complete.

Mayor Vincent noted that there is no mention in FY 2022 or 2023 of improvements to El Mar Drive. Interim Town Manager Connors stated that at the end of Staff's report, a number of specific items are listed that require input from the Commission. Mayor Vincent asserted that his intent was not to proceed with the greenway or other major projects associated with this roadway and focus only on sidewalk improvements, lighting, and landscaping through at least 2023.

Interim Town Manager Connors noted that Staff has moved forward with plans to address trip hazards and broken sidewalk repair once spring break has concluded. The cost of repaving the street alone would cost approximately \$500,000. She requested a consensus vote from the Commission on direction for this roadway, as the previous vote called for revisiting work on El Mar Drive in October 2021.

Mayor Vincent commented that the goal was to maintain El Mar Drive by getting rid of hazards. He was not in favor of repaving the roadway at a cost of \$500,000 as a priority, focusing instead on maintenance such as landscaping, sidewalk repairs, or lighting. Commissioner Sokolow observed that while a comment had been made at the previous meeting declaring the El Mar Drive project to be "dead," the Commission had not taken a vote on this issue: they had instead voted to defer decisions until October.

Commissioner Strauss stated that his concern for El Mar Drive was for sidewalk repairs and asked if repair or replacement would require design. He wished to ensure that all the Town's sidewalks are safe. He emphasized the importance of addressing lighting at the same time as the sidewalks. He also felt the greenway project was "a dead issue" and wished to proceed with addressing sidewalk, lighting, and possibly drainage upgrades, with the priority going to sidewalks.

Vice Mayor Oldaker asked if a surplus is anticipated in this budget that could be applied to El Mar Drive improvements. Public Works Director Rubach replied that funds have already been spent to grind down trip hazards; there are also some areas in which damage was too excessive for grinding to be sufficient and would need to be replaced. No design firm would be needed for simple improvements, although this would be necessary for more involved repairs.

Vice Mayor Oldaker asked if there is a list of the most important issues in need of address on El Mar Drive. Public Works Director Rubach replied that Staff is in the process of making the sidewalk improvements on which there had been consensus, although other items, such as drainage, paving, sidewalk width, or landscaping, would require Commission direction.

Commissioner Malkoon concluded that his recommendation would be to make repairs and maintain the existing sidewalks/roadway otherwise. If the Commission wishes to proceed with lighting design, it will need to be included in the budget. Mayor Vincent proposed including the refurbishment of Downtown Commercial Boulevard beginning in FY 2022 and 2023 rather than in later years. Commissioner Malkoon was not in favor of spending approximately \$3 million on Downtown improvements over the next three years.

Interim Town Manager Connors requested clarification of what the Commission felt should be budgeted for El Mar Drive in FY 2023, emphasizing that maintenance of sidewalks and the address of trip hazards are already planned once spring break is over. The question is aimed at efforts beyond these repairs, such as lighting. She requested consensus from the Commission regarding the need to address drainage.

Commissioner Sokolow observed that the drainage issue is subjective, as it is more of a problem in some locations on El Mar Drive than on others. Mayor Vincent suggested that a determination on what should be done may require another report from Staff, including steps that can be taken to improve drainage. He did not feel a \$2 million or larger budget was appropriate.

Interim Town Manager Connors suggested that El Mar Drive improvements be added to FY 2023, with Staff to look into the estimated costs of improvements that would bring sidewalks up to ADA standards. Staff could then come back with a list of other potential improvements on which the Commission could provide direction. There was consensus from the Commission to consider these improvements for FY 2022 rather than 2023.

Commissioner Malkoon recommended that lighting be included in this proposed estimate as well. He also asked if the Commission might want to look at what other neighborhood lighting may entail while lighting for El Mar Drive is being explored. Mayor Vincent recalled that this had been discussed by previous Commissions and there were issues with reaching neighborhood consensus.

Interim Town Manager Connors confirmed that lighting for El Mar Drive would be added to FY 2022. Staff will come back at a later date to further discuss this line item, as well as to present other options the Commission may want to consider for that roadway.

Vice Mayor Oldaker asked if it would be possible for the Town to partner with Florida Power and Light (FPL) to determine what services the utility may offer for neighborhood lighting. Mayor Vincent recalled a suggestion made by the Broward Sheriff's Office (BSO) encouraging residents to keep their porch lights on at night for safety reasons, which would significantly improve lighting on residential streets. Interim Town Manager Connors advised that she would ask Public Information Officer Steve d'Oliveira to include an article in an upcoming edition of *Town Topics* encouraging residents to leave porch lights on at night as a safety issue as well as a crime deterrent.

Commissioner Strauss addressed funding for natural gas, recommending that this be considered for inclusion in FY 2023. Interim Town Manager Connors replied that Assistant to the Town Manager Herrera has been working with natural gas provider Tico to secure an estimate, but the company has not yet provided the requested information. A meeting is being scheduled to determine if the Town and the utility can arrive at an estimated infrastructure cost.

Mayor Vincent noted that FY 2024, 2025, and projected 2026 appear to be mostly redundant, with beach portal removal and Complete Streets construction phases to be determined. Interim Town Manager Connors explained that a design project in FY 2023 has its construction phase scheduled in FY 2024. Similar patterns exist for design phases in FY 2025 and construction in FY 2026. Staff has included \$75,000 each year for

pedestrian and ADA improvements. The costs associated with beach portal construction and Downtown refurbishment are only estimates.

Public Works Director Rubach advised that Staff is trying to focus on specific projects and has included figures that were unlikely to be exceeded when providing estimates for projects in the later years of the CIP. Interim Town Manager Connors added that Staff expects to be able to provide more accurate estimates as the time for later projects draws closer. The “placeholder” amounts listed in later years can be lessened if that is the Commission’s desire.

Interim Town Manager Connors concluded that the Downtown Commercial Boulevard estimates would be reduced to \$500,000 for each year. She reiterated that Staff would bring back a list of potential items for El Mar Drive, as well as the list of ad hoc projects at the end of the document, at a later date.

It was determined that there would be further discussion of these items at the April 13, 2021 meeting.

#### **4. ADJOURNMENT**

With no other business to come before the Commission at this time, the workshop was adjourned at 6:18 p.m.

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Mayor Chris Vincent

ATTEST:

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Town Clerk Tedra Allen

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Date

**TOWN OF LAUDERDALE-BY-THE-SEA  
TOWN COMMISSION  
MEETING MINUTES  
Jarvis Hall  
4505 Ocean Drive  
Tuesday, March 23, 2021  
6:30 PM**

**1. CALL TO ORDER**

Mayor Chris Vincent called the meeting to order at 6:30 p.m. Also present were Vice Mayor Alfred “Buz” Oldaker, Commissioner Edmund Malkoon, Commissioner Elliot Sokolow, Commissioner Randy Strauss, Interim Town Manager Linda Connors, Assistant to the Town Manager Neysa Herrera, Town Attorney Susan Trevarthen, Director of Finance and Budget Lucila Lang, Director of Public Works Ken Rubach, Acting Development Services Director Jhanelle Campbell, Special Projects Coordinator Debbie Hime, Human Resources Manager Lisa Slagle, and Public Information Officer/IT Administrator Steve d’Oliveira, Town Clerk Tedra Allen.

**2. PLEDGE OF ALLEGIANCE TO THE FLAG**

**3. INVOCATION**

Pauline Brooks McGuinness gave the Invocation.

**4. ADDITIONS, DELETIONS, DEFERRALS OF AGENDA ITEMS**

Commissioner Malkoon requested that reconsideration of the El Mar Drive project in October 2021 be added under Old Business.

**5. PRESENTATIONS**

**a. Florida Child Abuse Prevention Month**

Mayor Vincent read a Proclamation declaring April 2021 as Florida Child Abuse Prevention Month.

**6. PUBLIC COMMENTS**

At this time Mayor Vincent opened public comment.

Town Clerk Tedra Allen read the following public comments:

- Barbara Cole, resident, addressed Ordinance 2021-01, and recommended that future Ordinances consider the possibility of title changes for Departments and Staff
- Michael and Paula Morelli, residents, spoke in favor of Florida House Bill 239, which permits municipalities to regulate smoking on the beach, and asked the Commission to pass a Resolution of support for this measure

## **7. PUBLIC SAFETY DISCUSSION**

### **a. AMR February 2021 Report (Chief Brooke Liddle, AMR)**

Vice Mayor Oldaker made a motion, seconded by Commissioner Sokolow, to approve. Motion carried 5-0.

## **8. TOWN MANAGER REPORT**

### **a. Town Manager Report (Linda Connors, Interim Town Manager)**

Interim Town Manager Linda Connors reported that Staff training is ongoing, including Executive Team training as well as training specific to Staff positions. Performance evaluations and their requirements are outlined in the Town's personnel manual. Any future raises will be based upon these evaluations.

Interim Town Manager Connors also asked if there is Commission consensus to move forward with issuing a request for proposal (RFP) for a lobbyist. The Town currently has a lobbyist who has assisted them with issues related to the Palm Club. Their final renewal was issued in 2020 and their contract ends in October 2021.

The Commission briefly discussed this issue and agreed to determine whether or not they may retain the consulting firm without issuing an RFP. Town Attorney Susan Trevarthen pointed out that the Commission has the ability to waive this RFP by Resolution. Staff will bring this Item back to a subsequent meeting.

Interim Town Manager Connors continued that she has provided the Commission with information on scheduled vehicle leases, which was requested at the February 23, 2021 meeting. The recent COVID-19 relief bill includes \$2.8 million for the Town, which will be administered through the state. Funding will be provided in two allocations, the first of which is anticipated within 90 days. The Town has until December 2024 to spend this funding. The money may be used to respond to COVID-19 and deal with the pandemic's

negative economic impacts, including revenue loss and necessary infrastructure investments. Additional information will be provided to the Commissioners as it becomes available.

Interim Town Manager Connors addressed the reopening of Town Hall, advising that she has asked Public Works Director Ken Rubach and Staff to set up Jarvis Hall in a way that can safely accommodate the Commission, Staff, and the public. She will meet with each Commissioner individually to determine their comfort level with public safety measures at upcoming meetings.

#### **9. TOWN ATTORNEY REPORT**

Town Attorney Trevarthen addressed the issue of regulating smoking on the beach, as raised under Public Comment. This bill is moving forward in the Florida Legislature with the support of the Florida League of Cities as well as the Association of Counties.

Vice Mayor Oldaker requested an update on a state bill addressing the regulation of home-based businesses. Town Attorney Trevarthen noted that some of the most troubling preemptions proposed by this bill have been removed. An earlier version of this bill would have preempted the Town's ability to protect its neighborhoods from noise and other significant impacts associated with home-based businesses.

#### **10. APPROVAL OF MINUTES**

- a. February 23, 2021 Town Commission Meeting Minutes (Tedra Allen, Town Clerk)**

**Vice Mayor Oldaker made a motion, seconded by Commissioner Malkoon, to approve. Motion carried 5-0.**

#### **11. CONSENT AGENDA**

- a. Special Event Application for Community Church Ocean Baptism on May 1, 2021 (Manager of Special Events, Branding, & Marketing)**

Special Events, Branding, and Marketing Manager Debbie Hime advised that this request was made by a church from the city of Tamarac, which has performed ocean baptisms in the Town for the past few years. The event anticipates roughly 90 individuals on the



beach. The church has submitted a list of event guidelines to be followed in recognition of the ongoing pandemic. Staff recommends approval of the event.

**Vice Mayor Oldaker made a motion, seconded by Commissioner Strauss, to approve. Motion carried 5-0.**

## **12. OLD BUSINESS**

### **a. Town Manager Search – FCCMA Option – Ken Parker (Susan Trevarthen, Town Attorney)**

Ken Parker, representing the Florida City/County Managers' Association (FCCMA), provided a brief presentation on the assistance that can be provided by senior advisers. These advisers are retired city and county managers who are not compensated for their services. A city can request the involvement of senior advisers in their Town Manager search process.

Mr. Parker recommended that the Commission review a number of policy questions and issues provided by FCCMA senior advisers. He also noted the options available to the Commission, which include:

- Employ a recruitment firm that can match the Town with candidates who meet their qualifications, using the Town's Charter and Ordinances
- Recruitment of candidates by the Town itself, including placement of ads and solicitation of applications
- Select an internal candidate rather than going through the selection process
- Work with senior advisers who will act as colleagues to the Commission and Staff in undertaking a search; Town Staff would receive all applications and provide the advisers with copies

Mr. Parker noted that senior advisers do not perform any background investigation work, nor do they check the information submitted on resumes for accuracy. These responsibilities would fall to the Town. The advisers' work is based solely on the written information provided in resumes. They do not make individual recommendations on any specific candidate(s). A team of advisers reviews the submitted resumes. This team meets either in person or via conference call to provide this review.

At this time Mayor Vincent opened public comment.

Town Clerk Allen read the following public comment:

- Barbara Cole, resident, recommended that the Commission select a Town Manager who will act as a steward for the Town and listen to residents' wants and needs

With no other individuals wishing to speak on this Item, Mayor Vincent closed public comment.

Town Attorney Trevarthen advised that the Commission may continue to consider its options regarding a potential Town Manager search, or they may wish to provide direction to Staff. She requested that Mr. Parker provide an opinion on the consideration of internal candidates.

Mr. Parker stated that outside candidates typically become more reluctant to apply for the position if there is a highly qualified internal candidate. Mayor Vincent commented that the documentation prepared by Mr. Parker notes that the ideal candidate is an individual with initiative and drive to serve as a strong advocate for the Town, bring forward innovative ideas and opinions to address community issues, and understand and commit to preserving the uniqueness of a small beach town.

Mr. Parker advised that the Commission should resolve the local/internal issue first before considering a larger search. This means interviewing those candidates first. Mayor Vincent noted that at present the Town can consider the Interim Town Manager, a former Mayor, and other local individuals who have expressed interest in the position. He asked the Commission for their input on potential internal and local candidates.

Vice Mayor Oldaker noted that the Town is moving in the right direction under the Interim Town Manager's guidance. He concluded that he would like more time to consider the Interim Town Manager's performance. Commissioner Sokolow suggested letting the budget process be completed under the Interim Town Manager and revisiting the issue once that process has concluded.

Commissioner Strauss asked if an outside firm or advisers might be brought in to vet or process the Town's internal candidates, or if the Commission will undertake this work itself. Commissioner Sokolow recommended that the Commission do this work internally. Town Attorney Trevarthen pointed out that both internal/local candidates have been known to the Town for several years; however, it is possible to bring in a service that could conduct a full background check if that is the Commission's desire, as this may be beyond Staff's purview.

Town Attorney Trevarthen recommended that the Commission provide some direction on this issue, so that Staff, as well as the community, will have a clear understanding of what comes next. Options may include revisiting the issue in October 2021, at which time the Commission makes a decision on whether to make the Interim Town Manager the Town Manager or to proceed with another path.

**Vice Mayor Oldaker made a motion, seconded by Commissioner Malkoon, to have Interim Town Manager Connors remain as Interim Manager, to be revisited in three months to review progress.**

Commissioner Sokolow suggested that the time frame for this consideration be extended through the end of the budget process, which would mean through the end of September 2021.

**Vice Mayor Oldaker and Commissioner Malkoon accepted this amendment to their motion and second.**

Town Attorney Trevarthen clarified that this Item would be revisited at the first Commission meeting in October 2021.

**Motion carried 5-0.**

**b. El Mar Discussion (Commissioner Malkoon)**

Commissioner Malkoon explained that he felt the Commission should reconsider their previous vote to revisit the El Mar Drive project in October 2021.

**Commissioner Malkoon made a motion to cancel further consideration of the El Mar Drive project.**

Commissioner Sokolow stated that he felt the motion is premature, recalling that one key reason for deferral of this issue until October was that the public had expressed a desire for Jarvis Hall to be reopened so they could provide public comment. He noted that it is likely Jarvis Hall will be open in May.

At this time Mayor Vincent ceded the gavel to Vice Mayor Oldaker.

**Mayor Vincent seconded the motion. Motion carried 3-2 (Vice Mayor Oldaker and Commissioner Sokolow dissenting).**

Vice Mayor Oldaker returned the gavel to Mayor Vincent.

### **13. NEW BUSINESS**

None.

### **14. COMMISSIONER COMMENTS**

Commissioner Sokolow stated that he was disappointed with the vote against further consideration of the El Mar Drive project, as he felt this cancelled the opportunity for more residents to state their opinions in public. He concluded that he would request placement of this issue on a future Agenda for further discussion.

Commissioner Malkoon noted that improvements are planned for El Mar Drive.

Commissioner Strauss felt the roundtable process used to discuss the Town's budget at a workshop meeting was very useful, and that these types of discussions should be more frequent.

Vice Mayor Oldaker thanked Interim Town Manager Connors, Public Works Director Rubach, and Finance Director Lucila Lang for providing the Commission with information on potential future projects for the Town.

Mayor Vincent wished all present a happy Easter.

### **15. ORDINANCES 1<sup>ST</sup> READING**

- a. Ordinance 2021-02 -- AN ORDINANCE OF THE TOWN OF LAUDERDALE-OF-BY-THE-SEA, FLORIDA, AMENDING THE TOWN'S CODE OF ORDINANCES AT SECTION 6-4 "STREET CLOSURE," SECTION 14.5-68 "EXCLUSION OF PUBLIC AREAS," SECTION 20-23 "DEFINITIONS" TO CHANGE REFERENCES OF THE "MUNICIPAL SERVICES DEPARTMENT" TO "PUBLIC WORKS DEPARTMENT"; AND PROVIDING FOR SEVERABILITY, CONFLICTS AND AN EFFECTIVE DATE. (Neysa Herrera, Assistant to the Town Manager)**

At this time Mayor Vincent opened public comment, which he closed upon receiving no input.

Town Attorney Trevarthen advised that the Town has previously considered having the codifier of this Ordinance make the necessary language changes; however, there is a charge for this amendment. The Ordinance is driven by the reclassification of jobs, which was approved by the Commission in 2020.

**Vice Mayor Oldaker made a motion, seconded by Commissioner Strauss, to approve. Motion carried 5-0.**

**16. ORDINANCES 2<sup>ND</sup> READING**

None.

**17. RESOLUTIONS – PUBLIC COMMENTS**

- a. Resolution 2021-17 - A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING AND INCORPORATING CHANGES TO THE TOWN'S PERSONNEL POLICIES MANUAL; PROVIDING FOR IMPLEMENTATION, CONFLICT, SEVERABILITY, AND AN EFFECTIVE DATE. (Lisa Slagle, Human Resource Manager)

At this time Mayor Vincent opened public comment, which he closed upon receiving no input.

Interim Town Manager Connors advised that while the Commission's Agenda Memo on this Resolution estimate an impact of \$9400 by this change; however, the memo did not include the required retirement plan funding information, which will change from roughly \$2000 to \$11,000.

**Vice Mayor Oldaker made a motion, seconded by Commissioner Sokolow, to approve. Motion carried 5-0.**

- b. Resolution 2021-18 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AUTHORIZING AND DIRECTING THE APPROPRIATE TOWN OFFICIAL TO EXECUTE A GRANT APPLICATION FOR FUNDS AVAILABLE THROUGH THE COMMUNITY DEVELOPMENT BLOCK GRANTS PROGRAM THROUGH BROWARD COUNTY FOR THE FISCAL YEAR 2020/2021;

**PROVIDING FOR REPEAL OF ANY CONFLICTING RESOLUTION;  
PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN  
EFFECTIVE DATE. (Lucila Lang, Director of Finance and Budget)**

At this time Mayor Vincent opened public comment, which he closed upon receiving no input.

**Commissioner Sokolow made a motion, seconded by Vice Mayor Oldaker, to approve. Motion carried 5-0.**

- c. Resolution 2021-19 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, AMENDING THE 2020/2021 FISCAL YEAR BUDGET IN ACCORDANCE WITH THE ATTACHED EXHIBIT “A” AUTHORIZING APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE 2020/2021 FISCAL YEAR BUDGET AS AMENDED; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND FOR AN EFFECTIVE DATE. (Lucila Lang, Director of Finance and Budget)**

At this time Mayor Vincent opened public comment, which he closed upon receiving no input.

**Vice Mayor Oldaker made a motion, seconded by Commissioner Malkoon, to approve. Motion carried 5-0.**

- d. Resolution 2021-20 – A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA APPROVING THE AGREEMENT WITH MATRIX CONSULTING GROUP, LTD. FOR CONSULTING SERVICES TO CONDUCT A COMPREHENSIVE EVALUATION AND OPERATIONS AUDIT OF THE LBTS VOLUNTEER FIRE DEPARTMENT IN AMOUNT NOT TO EXCEED \$46,000; AUTHORIZING THE INTERIM TOWN MANAGER TO EXECUTE THE AGREEMENT; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. (Neysa Herrera, Assistant to the Town Manager)**

At this time Mayor Vincent opened public comment, which he closed upon receiving no input.

**Commissioner Sokolow made a motion, seconded by Commissioner Malkoon, to approve. Motion carried 5-0.**

**18. QUASI JUDICIAL PUBLIC HEARINGS**

None.

**19. ADJOURNMENT**

With no other business to come before the Commission at this time, the meeting was adjourned at 8:00 p.m.

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Mayor Chris Vincent

ATTEST:

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Town Clerk Tedra Allen

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Date



## **Town Commission Agenda Item Report**

**Meeting Date:** April 13, 2021

**Submitted By:** Tedra Allen

**Submitting Department:** Administration

**Item Type:** Discussion Item

**Agenda Section:** NEW BUSINESS

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### **Subject Title:**

2021-22 Board of Director Appointment

### **Explanation:**

According to the League By-Laws, each municipality shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership held where he/she represents his/her municipality (**Exhibit 1**) Currently Commissioner Sokolow is the Director, Commissioner Malkoon the Alternate and Commissioner Strauss the Second Alternate representing the Town from May 2020 thru May 2021. The new term will begin May 2021 and will end May 2022. The Broward League of Cities request that the appointments are completed by April 30, 2021.

### **Recommendation:**

Appoint a Director, Alternate and Second Alternate for a one year term beginning in May 2022 and will end May of 2022. The exact date in May is TBD.

### **Attachments:**

Ex1 – Letter from Broward League of Cities dated March 15, 2021





## MEMORANDUM

To: City Clerks  
From: Mary Lou Tighe, Executive Director  
Date: March 15, 2021  
Re: 2021-22 Board of Director Appointments

### 2020-2021 OFFICERS

**President Traci Callari**  
*Commissioner, Hollywood*  
**1st Vice President Beverly Williams**  
*Commissioner, Lauderdale Lakes*  
**2nd Vice Bob Mayersohn**  
*Vice Mayor, Parkland*  
**Secretary Todd Drosky**  
*Vice Mayor, Deerfield Beach*  
**Treasurer Gary Resnick**  
*Commissioner, Wilton Manors*

### DIRECTORS

**Past President Greg Ross**  
*Mayor, Cooper City*  
**Past President Susan Starkey**  
*Councilmember, Davie*  
**Past President Joy Cooper**  
*Mayor, Hallandale Beach*  
**Past President Frank Ortis**  
*Mayor, Pembroke Pines*  
**Jim Allbritton**  
*Councilmember, Southwest Ranches*  
**Barbara Baldassarre**  
*Commissioner, Hillsboro Beach*  
**Peggy Brown**  
*Mayor, Weston*  
**Felicia Brunson**  
*Mayor, West Park*  
**Joy Carter**  
*Vice Mayor, Coral Springs*  
**Mark Douglas**  
*Commissioner, Sunrise*  
**Rhonda Eaton**  
*Commissioner, Pompano Beach*  
**Beam Furr**  
*Commissioner, Broward County*  
**Michelle Gomez**  
*Mayor, Tamarac*  
**Denise Grant**  
*Vice Mayor, Lauderdale*  
**Denise Horland**  
*Councilmember, Plantation*  
**Geoffrey Jacobs**  
*Mayor, Pembroke Park*  
**Anabelle Lima-Taub**  
*Commissioner, Hallandale Beach*  
**Wayne Messam**  
*Mayor, Miramar*  
**Heather Moraitis**  
*Commissioner, Fort Lauderdale*  
**Tim Neal**  
*Councilmember, Sea Ranch Lakes*  
**Lauren Odman**  
*Commissioner, Dania Beach*  
**Paul Rolli**  
*Vice Mayor, Wilton Manors*  
**Tommy Ruzzano**  
*Commissioner, Margate*  
**Iris Siple**  
*Commissioner, Pembroke Pines*  
**Elliot Sokolow**  
*Commissioner, Lauderdale-by-the-Sea*  
**Matthew Sparks**  
*Commissioner, Oakland Park*  
**Becky Tooley**  
*Commissioner, Coconut Creek*  
**Glenn Troast**  
*Mayor, Lighthouse Point*  
**Ana Ziade**  
*Mayor, North Lauderdale*

**Samuel S. Goren, Esquire**  
*Goren Cherof Doody & Ezrol, PA*  
*Legal Counsel*

**Mary Lou Tighe**  
*Executive Director*  
**Sely Cochran**  
*Deputy Executive Director*

According to the League By-Laws:

- Each city shall appoint a Director, Alternate, and Second Alternate to attend and vote at any Board of Directors or General Membership meeting held where he/she represents his/her municipality.
- It is the responsibility of each Director to communicate with his/her respective municipal officials, employees, and constituents concerning actions taken or to be taken by the Board of Directors or the general membership. Directors are responsible for bringing issues of collective importance to the attention of the Board of Directors.
- Each member of the Board of Directors shall notify his or her Alternate to attend Board of Director Meetings when that voting member will not attend. The Alternate shall have the right to participate and vote. In the event the Alternate cannot attend, the Alternate shall notify his or her Second Alternate to attend Board of Director meetings when the Alternate cannot attend. The Second Alternate shall have the right to participate and vote.

Please agenda the selection of your Director, Alternate, and Second Alternate for an upcoming commission meeting. See the attached attendance record for the last year. **The deadline for board appointments is April 30, 2021.** The term will begin in May, 2021, and will end in May of 2022. The exact date in May is TBD.

Please forward the information below to [scochrane@browardleague.org](mailto:scochrane@browardleague.org).

=====  
**Municipality:** \_\_\_\_\_

**Commissioner/Council Appointments:** \_\_\_\_\_

**Director:** \_\_\_\_\_

**Alternate:** \_\_\_\_\_

**Second Alternate:** \_\_\_\_\_



## Town Commission Agenda Item Report

**Meeting Date:** April 13, 2021

**Submitted By:** Ken Rubach

**Submitting Department:** Public Works

**Item Type:** Discussion Item

**Agenda Section:** NEW BUSINESS

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### Subject Title:

Canal Dredging Permitting (Ken Rubach, Public Works Director)

**Explanation:** The Canal Dredging Study presented to the Commission on October 13, 2020 recommended dredging 4 of the Town's 6 canals. As part of this process, the Town must obtain permits from the U.S. Army Corps of Engineers, Florida Department of Environmental Protection, and Broward County Environmental Protection & Growth Management Department.

Securing these permits will take approximately a year, which would allow the dredging project to begin in FY 22. The Town sought a quote from The Chappell Group for preparing and submitting the appropriate applications and documentation necessary in order to obtain these permits, as well as work with the permitting agencies to provide any necessary documentation requested in order to process the applications.

The cost for the permitting work is \$34,084.86, with an approximate additional cost of \$10,000 for the permits. The funding for this project was approved at the March 21, 2021 Commission Meeting in the amount of \$50,000, which was transferred to 300.559.026-500.630- Dredging in the CIP Fund.

This Agreement is exempt from competitive solicitation requirements as a professional service pursuant to Section IV.D. of the Town's Purchasing Manual.

### Recommendation:

Approve an agreement with the Chappell Group to perform Canal Dredging Permitting and authorize the Interim Town Manager to execute the agreement.

### Attachments:

Ex.1 – Resolution 2021-21 Chappell Group Permitting

Ex.2 – Chappell Group Agreement

Ex.3 – Chappell Group Proposal

Ex.4 – Fee Schedule

Reviewed by Town Attorney:

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| <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
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**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-  
THE-SEA, FLORIDA, APPROVING THE AGREEMENT  
WITH THE CHAPPELL GROUP, INC. FOR  
ENVIRONMENTAL PERMITTING SERVICES, IN AN  
AMOUNT NOT TO EXCEED \$34,084.86; AUTHORIZING  
THE INTERIM TOWN MANAGER TO EXECUTE THE  
AGREEMENT; PROVIDING FOR IMPLEMENTATION;  
AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Canal Dredging Study presented to the Commission on October 13, 2020, recommended dredging 4 of the Town's 6 canals; and

**WHEREAS** as part of this process, the Town must obtain permits from U.S. Army Corps of Engineers, Florida Department of Environmental Protection, and Broward County Environmental Protection & Growth Management Department; and

**WHEREAS**, The Chappell Group has provided the Town with a quote for environmental permitting services (the “Services”), in an amount not to exceed \$34,084.86; and

**WHEREAS**, pursuant to Section IV.D. of the Purchasing Manual, professional services may be exempted from competitive solicitation requirements upon a finding by the Town Commission that such procurement is in the best interests of the Town; and

**WHEREAS**, the Town Commission deems it to be in the best interests of the Town to approve, and authorize the Interim Town Manager to execute, an agreement with The Chappell Group for the Services, attached as Exhibit “A,” in an amount not to exceed \$34,084.86 (the “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 incorporated herein by this reference.

**Section 2. Competitive Solicitation Exempt.** The Town Commission finds the Agreement with The Chappell Group for the Services is in the best interests of the Town and exempt from competitive solicitation, pursuant to Section IV.D. of the Town Purchasing Manual, which exempts contracts for professional services

**Section 3. Agreement Approved.** The Agreement with The Chappell Group for the Services, attached as Exhibit “A,” in an amount not to exceed \$34,084.86, is hereby approved.

**Section 4. Execution Authorized.** The Interim Town Manager is hereby authorized to execute the Agreement with The Chappell Group for the Services, attached as Exhibit “A,” together with such non-substantial changes as are acceptable to the Interim Town Manager and approved as to form and legal sufficiency by the Town Attorney.

**Section 5. Implementation.** The appropriate Town officials are authorized to do all things necessary to carry out the aims of this Resolution.

**Section 6. Effective Date.** This resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED** this                      day of                      , 2021.

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Mayor Chris Vincent

Attest:

APPROVED AS TO FORM:

Town Clerk Tedra Allen, CMC

Susan L. Trevarthen, Town Attorney

(CORPORATE SEAL)

**Town of Lauderdale-By-The-Sea**  
**PROFESSIONAL SERVICES AGREEMENT**

This Agreement for an Environmental Services Study for Canal Dredging (the “Agreement”), made and entered into this \_\_\_\_ day of \_\_\_\_ 2021 (the “Effective Date”), by and between the Town of Lauderdale-By-The-Sea, a Florida municipal corporation (the “Town”) and The Chappell Group, Inc. (the “Consultant”).

**WHEREAS**, the Town desires to contract with Consultant for environmental permitting services for the canal dredging project, and the Consultant desires to contract with the Town to provide the services.

**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:

1. Services. Consultant, as an independent contractor, at its own cost and expense, shall meet the requirements and perform the services described herein and as described in the Proposal, attached hereto and incorporated herein as **Exhibit A** (the “Services”). Consultant shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the Services. Consultant shall obtain and keep in effect for the term of this Agreement any special licenses and permits necessary for Consultant to provide the Services required hereunder.

2. Term. This Agreement shall commence on the Effective Date and shall continue until the successful completion of the Services outlined herein, unless terminated earlier as provided in Section 7 of this Agreement.

3. Compliance with Applicable Law. All work hereunder shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances and as may be further specified by Town. Consultant shall at all times protect Town’s property from all damage and shall repair or replace any damaged property as required by Town.

4. Compensation. Compensation hereunder shall be paid to Consultant as provided in Consultant’s Proposal, attached hereto as **Exhibit A**, in a total amount not to exceed \$34,084.86. Consultant shall invoice the Town at the end of each month based on a proration of the work completed. The Town shall pay the Consultant in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

5. Books and Records. Consultant shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and any other underlying documents supporting the services provided hereunder, and shall comply with Section 14. The Town shall have the right to audit the books and records of Consultant related to the services authorized herein upon reasonable notice provided to Consultant. Any incomplete or incorrect entry in such books and records shall be a basis for Town’s disallowance and recovery of any payment to Consultant based upon such entry.

6. Indemnity. Consultant 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 Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties for work or materials required under or related to this Agreement. Consultant 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 Consultant'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.

**Town of Lauderdale-By-The-Sea**  
**PROFESSIONAL SERVICES AGREEMENT**

7. Termination.

7.1 *Termination for convenience.* The Town may terminate this Agreement for convenience by giving Consultant 30 calendar days' written notice. In the event of such termination, Consultant shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the Town, up through the date of termination. Under no circumstances shall the Town make payment for Services nor shall Consultant invoice the Town for Services not yet provided.

7.2 *Termination for cause.* This Agreement may be terminated by either party upon 5 calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Consultant abandons this Agreement or causes it to be terminated by the Town, Consultant shall indemnify the Town against losses pertaining to this termination. In the event that this Contract is terminated by the Town for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.1 of this Agreement, and the provisions of Section 6.1 shall apply.

8. Notice. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town:           Town Manager  
                                Town of Lauderdale-By-The-Sea  
                                4501 Ocean Drive  
                                Lauderdale-By-The-Sea, Florida 33308

With a copy to:        Town Attorney  
                                Town of Lauderdale-By-The-Sea  
                                4501 Ocean Drive  
                                Lauderdale-By-The-Sea, FL 33308

For the Consultant:   Sarah Chappell  
                                The Chappell Group, Inc.  
                                714 East McNab Road  
                                Pompano Beach, FL 33060

9. Assignment and Changes. Consultant may not assign this Agreement. Any changes to this Agreement must be by written amendment, executed by the parties hereto.

10. Insurance. Consultant shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the Town is a named insured 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 Consultant 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 Consultant 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

**Town of Lauderdale-By-The-Sea**  
**PROFESSIONAL SERVICES AGREEMENT**

Broward County, Florida. The Town may accept coverage carriers having lower Best's ratings upon review of financial information concerning Consultant and the insurance carrier.

Consultant 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 \$1,000,000 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 and Non-Owned Auto Liability.
4. **Professional Liability** –

11. Entire Agreement. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

12. Consultant Representations. Consultant represents the following: Consultant is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Agreement by Consultant have been duly authorized; this Agreement is binding on Consultant and enforceable against Contractor in accordance with its terms; and no consent of any other person or entity to such execution, delivery and performance is required.

13. Independent Contractor. This Agreement does not create an employee/employer or joint venture relationship between the parties. Consultant has been procured and is being engaged to provide Services to the Town as an independent contractor, and not as an agent or employee of the Town. Accordingly, Consultant shall not attain nor be entitled to any rights or benefits of the Town, nor any rights generally afforded to classified or unclassified employees of the Town. Consultant further understands that Florida Workers' Compensation benefits available to employees of the Town are not available to Consultant and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Services to the Town under this Agreement.

14. Chapter 119 (Public Records). The Consultant shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

(a) Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant 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, Consultant 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.

**Town of Lauderdale-By-The-Sea**  
**PROFESSIONAL SERVICES AGREEMENT**

(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 Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant 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 Consultant 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 Consultant shall be withheld until all records are received as provided herein.

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

**15. Scrutinized Companies**

a. Consultant 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 Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, 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.

b. If this Agreement is for more than one million dollars, the Consultant 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 Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, 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 Consultant 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.

**16. Severability.** 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, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.



**Town of Lauderdale-By-The-Sea**  
**PROFESSIONAL SERVICES AGREEMENT**

17. Waiver of Jury Trial. The Town and Consultant **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 and/ 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.

18. Venue. 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. If either the Town or Consultant is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

19. No Contingent Fees. Consultant warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

20. E-Verify. Consultant 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 Consultant's 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 a violation of the statute by Consultant, Consultant may not be awarded a public contract for a period of 1 year after the date of termination.

21. Ethics.

a. Consultant warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

b. 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 contract 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.

c. 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.

d. Consultant 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. Consultant covenants that it will conduct no activity or provide any service that is unlawful or offensive.

22. Contract Documents; Order of Priority. The Contract Documents referred to in this Agreement shall be comprised of the Agreement and Consultant's Proposal. In the event of a conflict between the Contract Documents, the order of priority shall be: this Agreement and then the Consultant's Proposal.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**Town of Lauderdale-By-The-Sea**  
**PROFESSIONAL SERVICES AGREEMENT**

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

|                                                  |             |
|--------------------------------------------------|-------------|
| TOWN:                                            | CONSULTANT: |
| TOWN OF LAUDERDALE-BY-THE-SEA                    |             |
| By: _____<br>Linda Connors, Interim Town Manager | By: _____   |

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

Attest: \_\_\_\_\_  
Tedra Allen, Town Clerk

Approved as to Form and Legal Sufficiency:

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



February 19, 2021

Mr. Ken Rubach  
Municipal Services Director  
Town of Lauderdale By The Sea  
4501 N. Ocean Drive  
Lauderdale By The Sea, FL 33308

**RE: LBTS CANAL DREDGING, BROWARD COUNTY**  
**Environmental Permitting**  
**TCG Project No. 20-0033.001**  
**TCG Proposal No. 2021.037**

Dear Mr. Rubach:

The Chappell Group, Inc. (TCG) is pleased to provide you (Client) with the following proposal for professional Environmental Services pertaining to the above referenced project site. If accepted, this proposal will become the agreement for the project (the "Agreement"):

**I. ENVIRONMENTAL SERVICES**

**1.1 Environmental Permitting (Task No. 1111)**

Prepare and process environmental resource permit applications to the U.S. Army Corps of Engineers (USACOE), Florida Department of Environmental Protection (FDEP), and Broward County Environmental Protection & Growth Management Department (BCEPGMD) to dredge existing canals to elevation (-) 5 MLW the center 50% of the canal or channel. Prepare applications and necessary exhibits and plans for submittal to the agencies for approval. Prepare responses to Requests for Additional Information (RAIs) from the environmental regulatory agencies, coordination with Client, revisions to plans, and coordination with agencies and/or client.

*Lump Sum.....\$25,435.50*

**1.2 Meetings with Client (Task No. 1170)**

Attend meetings (up to four (4) meetings) with Client as requested regarding design and permitting.

*Lump Sum.....\$4,599.36*

*Reimbursables (Sediment Lab Costs ( Samples).....\$4,050.00*

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Initial for Acceptance \_\_\_\_\_

714 East McNab Road. Pompano Beach, FL 33060 tel. 954.782.1908 fax. 954.782.1108 www.thechappellgroup.com

Environmental Consultants | Marina & Wetland Permitting | Tree Surveys/Appraisals | Mitigation Design & Monitoring | T & E Species Surveys



**\*This proposal does not include impacts to submerged benthic resources, mitigation, or processing sovereign submerged lands leases. If these services are requested by the Client a proposal will be provided under separate cover.**

#### Scope of Services

The scope of services is limited by the specific terms of this proposal. Except as stated specifically herein, no other service will be provided except as "extra work" subject to the additional fees hereinafter set forth. ~~The terms hereof shall be construed in favor of TCG and all inferences and implications shall be deemed to be for the benefit of TCG.~~ In reviewing this proposal for professional services, it is agreed that the above proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents TCG's best effort to set forth those services which TCG believes to be those requested by Client, and/or those we can determine to be needed to accomplish a particular objective. However, Client agrees that as a project progresses the scope of service as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Better understanding of the project and the Client's goals as progress on the project is made.
2. Additional requirements identified by the Client.
3. New laws or governmental agency requirements.

As these influences occur and are identified, TCG will advise you of same and seek your direction as to how you wish to proceed.

Work required as a result of the above will be "extra work" outside of the original scope of services. Upon Client's direction, TCG will perform the work under the "Hourly Fee Schedule" section of this proposal or TCG can provide Client with a separate proposal should the scope so indicate.

#### Hourly Fee Schedule

See attached Exhibit B for rates.

#### Lump Sum Fees

The Lump Sum Fees set forth above are applicable for a period of six (6) months from the date of this proposal. If the Agreement becomes effective, but the work on any item to which a lump sum fee shall apply is not commenced within said period, TCG reserves the right to terminate this Agreement for convenience in part as it relates to said item.

#### Cost Estimates

In that TCG does not have control over the cost of labor and materials, or over competitive bidding and marketing conditions, the estimates of construction costs provided by TCG will be made on the basis of TCG's experience and qualifications, but TCG does not guarantee the accuracy of the estimates of probable cost as compared to the contractor's bids. TCG recommends that Client consult with the other professionals which you have employed in connection with the project.

#### Ownership of Documents

All documents including, but not limited to, drawings and specifications prepared in connection with the project constitute the work product or instrument of service of TCG to the project ("Instruments of Service"). Such Instruments of Service constitute a portion of the integral services provided by TCG, as such, remain the property of TCG and are

Initial for Acceptance \_\_\_\_\_





not intended or represented to be suitable for reuse by you or others or for extensions of the project or in connection with any other project. TCG specifically disclaims any responsibility and/or liability for or in connection with the reuse of such Instruments of Service or any use thereof beyond the scope of the Project as set forth herein. ~~By Client's execution of this proposal, Client agrees to indemnify and hold TCG, its employees, and its representatives harmless from all claims, damages, losses, and expenses including, but not limited to, attorney's fees arising out of or resulting from the reuse or extended use of such documents or specifications.~~

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all Instruments of Service and other materials that are delivered to Client under this project or prepared by or on behalf of TCG in the course of performing the Services shall be owned by TCG. TCG hereby grants Client a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive and non-transferable basis but only to the extent necessary to for the work in this Agreement.

### Permits and Approvals

The permits and agency approvals mentioned above are those known to TCG to be required for projects of this kind, and TCG will apply for them as indicated. However, our experience has shown us that agencies and regulatory authorities do not always communicate new regulations and legislation properly and that the enforcement of policies can vary. Client agrees and is therefore cautioned that additional permits or approvals other than those presently identified may be required. Should this arise, TCG will notify you and respond promptly to the requirement, but any additional cost will be the responsibility of Client.

### Construction Requirements

At the time that TCG is authorized by you to perform professional environmental services involving design plans and permits requiring approval by governmental agencies, the engineer of record will be required to provide certificates of compliance to those agencies with regard to the performance of certain aspects of the work, which performance will be rendered by others. It will be necessary, therefore, for TCG to perform full-time observation regarding some items and to make periodic site visits for other items to determine whether or not the improvements are in "substantial compliance" with the relevant contract documents.

It shall be Client's responsibility to notify TCG of the commencement of any work so that TCG may perform the necessary inspections and observations. The amount of time required for such inspections and observations and for the completion of the applicable certifications will be dictated by the performance of the contractor. Moreover, and in addition to the required site visits, TCG must also review the as-built drawings during and at the end of the construction period. All of the services described in this Section relating to Construction Requirements constitute "extra work", unless otherwise specifically set forth in the "Scope of Services". The cost of providing these services is not included in the Lump Sum fee, unless specifically indicated.

TCG shall not be responsible for the quality or quantity of the work, the execution thereof, the techniques or sequences of construction, the safety and security of the project, or the maintenance thereof. TCG is not a guarantor or insurer of the work of others and assumes no duty in connection therewith. In performing the services required of it, TCG will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. Absent bad faith in the performance of the work hereunder, TCG shall not be liable for any damages resulting from misfeasance in the performance of any work with regard to the project. No person other than Client shall have the right to rely on the expertise of TCG or the performance of the matters set forth herein. TCG reserves the right to record a memorandum hereof in the public records of the County where the work is being performed.

Initial for Acceptance \_\_\_\_\_

Does this  
apply?



TCG shall not be liable for any breach of the warranty above unless Client gives written notice of the defective services, reasonably described, to TCG within ten (10) days of the time when Client discovers or ought to have discovered that the services were defective. Subject to same, TCG shall, in its sole discretion, either (i) repair or re-perform such services (or the defective part); or (ii) credit or refund the price of such services at the pro rata contract rate. ~~THESE REMEDIES SET FORTH HEREIN SHALL BE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND TCG'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH HEREIN.~~

EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREIN ABOVE, TCG MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

IN NO EVENT WILL TCG BE LIABLE ~~TO CLIENT OR~~ TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

~~IN NO EVENT SHALL TCG'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO TCG PURSUANT TO THIS PROPOSAL~~

If TCG's performance of its obligations under this project is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or employees, TCG shall not be deemed in breach of its obligations under this project or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

The above stated services are the minimum level of services that TCG is obligated to perform. TCG currently provides a complete range of construction-related services which it will be happy to discuss with you at the time that your project is ready for construction.

#### **Force Majeure**

TCG shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of TCG including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Client shall be entitled to give notice in writing to Service Provider to terminate this Agreement.

#### **Permit Fees; Application Fees; Outside Consultant Fees**

The service fees set forth herein do not include the payment of governmental agency submittal fees, review fees or permit fees, or any other charges assessed by said agencies. Further, the service fees do not include the cost of

Initial for Acceptance \_\_\_\_\_





services provided by others. These fees shall be paid for by Client. Should TCG find it absolutely necessary to advance fees for Client, said fees shall be reimbursed along with a service and handling fee upon receipt of the invoice for same.

#### Direct Charges

Unless otherwise specified, the above service fees do not include the following direct charges:

1. Blue prints, mylars, Xeroxing, Postage, Federal Express, photographic services for enlargements, reductions, etc.: At Cost plus 10% handling charge.
2. All travel expenses including airfare, lodging, car rental, and fuel expenses: At Cost plus 10% handling charge.

#### Assignment

It should be expressly understood that this proposal is for the use of the executing Client and is not assignable or assumable by any third party.

#### Invoicing and Payment

Work will be invoiced at the end of each month based on a proration of work completed to date, with payment expected upon receipt of the invoice by the Client. Client shall notify TCG within ten (10) days of receipt of invoice should invoice be found to be unacceptable. Any invoice for which TCG is not so notified shall be deemed to be acceptable for purposes of payment by Client.

If payment is not received when due under this Agreement, TCG may suspend work under the agreement without further notice, and a late charge of one and one-half percent (1-1/2%) per month on outstanding balance shall accrue until delinquent balance is paid.

#### Client's Responsibilities

1. The Client shall provide full information regarding requirements for the project including a program, which shall set forth the design objectives, constraints and expendability, special equipment and systems and site requirements.
2. The Client shall furnish upon request by TCG the services of soil engineers or other consultants when such services are deemed necessary. Such services shall include, but are not limited to, Phase I Environmental Site Assessments, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.
3. The Client shall furnish upon request of TCG structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
4. The Client shall furnish a Legal Description of the property and the appropriate Title Information.
5. The Client shall execute all permit applications. As "Permittee", or "applicant" or "holder", Owner shall be responsible for complying with the conditions of all permits issued. In particular, Client shall be responsible for the safety of the General Public during construction.

#### Termination

In addition to any remedies that may be provided under this Agreement, TCG may terminate this Agreement for cause with immediate effect upon written notice to Client, if Client:

Initial for Acceptance \_\_\_\_\_



- (a) fails to pay any amount when due under this Agreement;
- (b) has not otherwise performed or complied with any of the terms of this Agreement, in whole or in part; or
- (c) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

Any improper termination for cause shall be treated as a termination for convenience.

TCG, in its sole discretion, may terminate this Agreement, in whole or in part, at any time, without cause, by providing at least ten (10) days' prior written notice to the Client. If this Agreement is terminated for convenience, TCG shall have no further responsibilities or liabilities to the Client. Client agrees that by entering into this Agreement, TCG has given sufficient consideration for receipt of this right to terminate the contract for convenience.

#### Waiver

No waiver by TCG of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by TCG. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement by TCG shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

#### Litigation Costs and Expenses

If either party institutes any legal suit, action, or proceeding, the prevailing party is entitled to receive, and the other party shall pay, in addition to all other remedies to which the prevailing party may be entitled, the costs and expenses incurred in enforcing its rights under this Agreement pre-filing and conducting the suit, action, or proceeding, including any costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs in Civil Actions), as well as costs not taxable thereunder and including actual attorneys' fees and expenses, and court costs, even if not recoverable by law (including, without limitation, all fees, taxes, costs, and expenses incident to appellate, bankruptcy, and post-judgment proceedings).

#### Choice of Law, Exclusive Venue, and Jurisdiction

This Agreement shall be governed by Florida law. The exclusive venue for any suit, action, or proceeding shall be Broward County, Florida. Client consents to the personal jurisdiction for such suit, action, or proceeding in Broward County, Florida.

#### WAIVER OF JURY TRIAL

EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT, INCLUDING EXHIBITS, SCHEDULES, ATTACHMENTS, AND APPENDICES ATTACHED TO THIS AGREEMENT, IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

Initial for Acceptance \_\_\_\_\_





## II. Acceptance

This proposal and fee schedules are based on acceptance within thirty (30) days of the date of preparation. If not accepted by Client within that time period, TCG reserves the right to re-evaluate the terms and conditions contained herein.

If the proposed work and fees contained herein are agreeable with Client, please sign the enclosed copy of this letter and return same to our office. Should you have any questions regarding the above, please do not hesitate to call.

Sincerely,

**THE CHAPPELL GROUP, INC.**

Sarah Chappell  
President

**ACCEPTANCE OF PROPOSAL:** The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined and the individual accepting this proposal will be personally liable for payment of services described in this proposal along with the Client

THIS PROPOSAL ACCEPTED BY:

Please provide Account Payables Contact Information below:

\_\_\_\_\_  
Name & Title (Printed) on behalf of the Client  
and Personally

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

Address: \_\_\_\_\_

\_\_\_\_\_  
Firm Name (Printed)

\_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

7

Initial for Acceptance \_\_\_\_\_

714 East McNab Road. Pompano Beach, FL 33060 tel. 954.782.1908 fax. 954.782.1108 www.thechappellgroup.com

Environmental Consultants | Marina & Wetland Permitting | Tree Surveys/Appraisals | Mitigation Design & Monitoring | T & E Species Surveys



**Town of Lauderdale-By-The-Sea**  
**PROFESSIONAL SERVICES AGREEMENT**

This Agreement for an Environmental Services Study for Canal Dredging (the “Agreement”), made and entered into this \_\_\_\_ day of \_\_\_\_ 2021 (the “Effective Date”), by and between the Town of Lauderdale-By-The-Sea, a Florida municipal corporation (the “Town”) and The Chappell Group, Inc. (the “Consultant”).

**WHEREAS**, the Town desires to contract with Consultant for environmental permitting services for the canal dredging project, and the Consultant desires to contract with the Town to provide the services.

**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:

1. Services. Consultant, as an independent contractor, at its own cost and expense, shall meet the requirements and perform the services described herein and as described in the Proposal, attached hereto and incorporated herein as **Exhibit A** (the “Services”). Consultant shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the Services. Consultant shall obtain and keep in effect for the term of this Agreement any special licenses and permits necessary for Consultant to provide the Services required hereunder.

2. Term. This Agreement shall commence on the Effective Date and shall continue until the successful completion of the Services outlined herein, unless terminated earlier as provided in Section 7 of this Agreement.

3. Compliance with Applicable Law. All work hereunder shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances and as may be further specified by Town. Consultant shall at all times protect Town’s property from all damage and shall repair or replace any damaged property as required by Town.

4. Compensation. Compensation hereunder shall be paid to Consultant as provided in Consultant’s Proposal, attached hereto as **Exhibit A**, in a total amount not to exceed \$34,084.86. Consultant shall invoice the Town at the end of each month based on a proration of the work completed. The Town shall pay the Consultant in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

5. Books and Records. Consultant shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and any other underlying documents supporting the services provided hereunder, and shall comply with Section 14. The Town shall have the right to audit the books and records of Consultant related to the services authorized herein upon reasonable notice provided to Consultant. Any incomplete or incorrect entry in such books and records shall be a basis for Town’s disallowance and recovery of any payment to Consultant based upon such entry.

6. Indemnity. Consultant 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 Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties for work or materials required under or related to this Agreement. Consultant 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 Consultant'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.

**Town of Lauderdale-By-The-Sea**  
**PROFESSIONAL SERVICES AGREEMENT**

7. Termination.

7.1 *Termination for convenience.* The Town may terminate this Agreement for convenience by giving Consultant 30 calendar days' written notice. In the event of such termination, Consultant shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the Town, up through the date of termination. Under no circumstances shall the Town make payment for Services nor shall Consultant invoice the Town for Services not yet provided.

7.2 *Termination for cause.* This Agreement may be terminated by either party upon 5 calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Consultant abandons this Agreement or causes it to be terminated by the Town, Consultant shall indemnify the Town against losses pertaining to this termination. In the event that this Contract is terminated by the Town for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.1 of this Agreement, and the provisions of Section 6.1 shall apply.

8. Notice. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town:           Town Manager  
                                Town of Lauderdale-By-The-Sea  
                                4501 Ocean Drive  
                                Lauderdale-By-The-Sea, Florida 33308

With a copy to:        Town Attorney  
                                Town of Lauderdale-By-The-Sea  
                                4501 Ocean Drive  
                                Lauderdale-By-The-Sea, FL 33308

For the Consultant:   Sarah Chappell  
                                The Chappell Group, Inc.  
                                714 East McNab Road  
                                Pompano Beach, FL 33060

9. Assignment and Changes. Consultant may not assign this Agreement. Any changes to this Agreement must be by written amendment, executed by the parties hereto.

10. Insurance. Consultant shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the Town is a named insured 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 Consultant 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 Consultant 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

**Town of Lauderdale-By-The-Sea**  
**PROFESSIONAL SERVICES AGREEMENT**

Broward County, Florida. The Town may accept coverage carriers having lower Best's ratings upon review of financial information concerning Consultant and the insurance carrier.

Consultant 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 \$1,000,000 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 and Non-Owned Auto Liability.
4. **Professional Liability** –

11. Entire Agreement. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

12. Consultant Representations. Consultant represents the following: Consultant is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Agreement by Consultant have been duly authorized; this Agreement is binding on Consultant and enforceable against Contractor in accordance with its terms; and no consent of any other person or entity to such execution, delivery and performance is required.

13. Independent Contractor. This Agreement does not create an employee/employer or joint venture relationship between the parties. Consultant has been procured and is being engaged to provide Services to the Town as an independent contractor, and not as an agent or employee of the Town. Accordingly, Consultant shall not attain nor be entitled to any rights or benefits of the Town, nor any rights generally afforded to classified or unclassified employees of the Town. Consultant further understands that Florida Workers' Compensation benefits available to employees of the Town are not available to Consultant and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Services to the Town under this Agreement.

14. Chapter 119 (Public Records). The Consultant shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

(a) Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant 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, Consultant 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.

**Town of Lauderdale-By-The-Sea**  
**PROFESSIONAL SERVICES AGREEMENT**

(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 Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant 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 Consultant 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 Consultant shall be withheld until all records are received as provided herein.

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

15. Scrutinized Companies

a. Consultant 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 Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, 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.

b. If this Agreement is for more than one million dollars, the Consultant 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 Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, 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 Consultant 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.

16. Severability. 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, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.

**Town of Lauderdale-By-The-Sea**  
**PROFESSIONAL SERVICES AGREEMENT**

17. Waiver of Jury Trial. The Town and Consultant **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 and/ 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.

18. Venue. 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. If either the Town or Consultant is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

19. No Contingent Fees. Consultant warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

20. E-Verify. Consultant 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 Consultant's 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 a violation of the statute by Consultant, Consultant may not be awarded a public contract for a period of 1 year after the date of termination.

21. Ethics.

a. Consultant warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

b. 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 contract 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.

c. 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.

d. Consultant 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. Consultant covenants that it will conduct no activity or provide any service that is unlawful or offensive.

22. Contract Documents; Order of Priority. The Contract Documents referred to in this Agreement shall be comprised of the Agreement and Consultant's Proposal. In the event of a conflict between the Contract Documents, the order of priority shall be: this Agreement and then the Consultant's Proposal.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**Town of Lauderdale-By-The-Sea**  
**PROFESSIONAL SERVICES AGREEMENT**

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

|                                                  |             |
|--------------------------------------------------|-------------|
| TOWN:                                            | CONSULTANT: |
| TOWN OF LAUDERDALE-BY-THE-SEA                    |             |
| By: _____<br>Linda Connors, Interim Town Manager | By: _____   |

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

Attest: \_\_\_\_\_  
Tedra Allen, Town Clerk

Approved as to Form and Legal Sufficiency:

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



**“EXHIBIT A”**

February 19, 2021

Mr. Ken Rubach  
Municipal Services Director  
Town of Lauderdale By The Sea  
4501 N. Ocean Drive  
Lauderdale By The Sea, FL 33308

**RE: LBTs CANAL DREDGING, BROWARD COUNTY**  
**Environmental Permitting**  
**TCG Project No. 20-0033.001**  
**TCG Proposal No. 2021.037**

Dear Mr. Rubach:

The Chappell Group, Inc. (TCG) is pleased to provide you (Client) with the following proposal for professional Environmental Services pertaining to the above referenced project site. If accepted, this proposal will become the agreement for the project (the “Agreement”):

**I. ENVIRONMENTAL SERVICES**

**1.1 Environmental Permitting (Task No. 1111)**

Prepare and process environmental resource permit applications to the U.S. Army Corps of Engineers (USACE), Florida Department of Environmental Protection (FDEP), and Broward County Environmental Protection & Growth Management Department (BCEPGMD) to dredge existing canals to elevation (-) 5 MLW the center 50% of the canal or channel. Prepare applications and necessary exhibits and plans for submittal to the agencies for approval. Prepare responses to Requests for Additional Information (RAIs) from the environmental regulatory agencies, coordination with Client, revisions to plans, and coordination with agencies and/or client.

*Lump Sum.....\$25,435.50*

**1.2 Meetings with Client (Task No. 1170)**

Attend meetings (up to four (4) meetings) with Client as requested regarding design and permitting.

*Lump Sum.....\$4,599.36*

1

Initial for Acceptance \_\_\_\_\_

*Reimbursables (Sediment Lab Costs ( Samples).....\$4,050.00*

**\*This proposal does not include impacts to submerged benthic resources, mitigation, or processing sovereign submerged lands leases. If these services are requested by the Client a proposal will be provided under separate cover.**

### **Scope of Services**

The scope of services is limited by the specific terms of this proposal. Except as stated specifically herein, no other service will be provided except as "extra work" subject to the additional fees hereinafter set forth.

In reviewing this proposal for professional services, it is agreed that the above proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents TCG's best effort to set forth those services which TCG believes to be those requested by Client, and/or those we can determine to be needed to accomplish a particular objective. However, Client agrees that as a project progresses the scope of service as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Better understanding of the project and the Client's goals as progress on the project is made.
2. Additional requirements identified by the Client.
3. New laws or governmental agency requirements.

As these influences occur and are identified, TCG will advise you of same and seek your direction as to how you wish to proceed.

Work required as a result of the above will be "extra work" outside of the original scope of services. Upon Client's direction, TCG will perform the work under the "Hourly Fee Schedule" section of this proposal or TCG can provide Client with a separate proposal should the scope so indicate.

### **Hourly Fee Schedule**

See attached Exhibit B for rates.

### **Lump Sum Fees**

The Lump Sum Fees set forth above are applicable for a period of six (6) months from the date of this proposal. If the Agreement becomes effective, but the work on any item to which a lump sum fee shall apply is not commenced within said period due to no fault of TCG, TCG reserves the right to terminate this Agreement for convenience upon 30 days' written notice to Client, in part as it relates to said item.

### **Cost Estimates**

In that TCG does not have control over the cost of labor and materials, or over competitive bidding and marketing conditions, the estimates of construction costs provided by TCG will be made on the basis of TCG's experience and qualifications, but TCG does not guarantee the accuracy of the estimates of probable cost as compared to the contractor's bids. TCG recommends that Client consult with the other professionals which you have employed in connection with the project.

### **Ownership of Documents**

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All documents including, but not limited to, drawings and specifications prepared in connection with the project constitute the work product or instrument of service of TCG to the project ("Instruments of Service"). Such Instruments of Service constitute a portion of the integral services provided by TCG, as such, remain the property of TCG and are not intended or represented to be suitable for reuse by you or others or for extensions of the project or in connection with any other project. TCG specifically disclaims any responsibility and/or liability for or in connection with the reuse of such Instruments of Service or any use thereof beyond the scope of the Project as set forth herein.

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all Instruments of Service and other materials that are delivered to Client under this project or prepared by or on behalf of TCG in the course of performing the Services shall be owned by TCG. TCG hereby grants Client a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive and non-transferable basis but only to the extent necessary to for the work in this Agreement.

### **Permits and Approvals**

The permits and agency approvals mentioned above are those known to TCG to be required for projects of this kind, and TCG will apply for them as indicated. However, our experience has shown us that agencies and regulatory authorities do not always communicate new regulations and legislation properly and that the enforcement of policies can vary. Client agrees and is therefore cautioned that additional permits or approvals other than those presently identified may be required. Should this arise, TCG will notify you and respond promptly to the requirement, but any additional cost will be the responsibility of Client.

### **Construction Requirements**

At the time that TCG is authorized by you to perform professional environmental services involving design plans and permits requiring approval by governmental agencies, the engineer of record will be required to provide certificates of compliance to those agencies with regard to the performance of certain aspects of the work, which performance will be rendered by others. It will be necessary, therefore, for TCG to perform full-time observation regarding some items and to make periodic site visits for other items to determine whether or not the improvements are in "substantial compliance" with the relevant contract documents.

It shall be Client's responsibility to notify TCG of the commencement of any work so that TCG may perform the necessary inspections and observations. The amount of time required for such inspections and observations and for the completion of the applicable certifications will be dictated by the performance of the contractor. Moreover, and in addition to the required site visits, TCG must also review the as-built drawings during and at the end of the construction period. All of the services described in this Section relating to Construction Requirements constitute "extra work", unless otherwise specifically set forth in the "Scope of Services". The cost of providing these services is not included in the Lump Sum fee, unless specifically indicated.

TCG shall not be responsible for the quality or quantity of the work, the execution thereof, the techniques or sequences of construction, the safety and security of the project, or the maintenance thereof. TCG is not a guarantor or insurer of the work of others and assumes no duty in connection therewith. In performing the services required of it, TCG will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. Absent bad faith in the performance of the work hereunder, TCG shall not be liable for any damages resulting from misfeasance in the performance of any work with regard to the project. No person other than Client shall have the right to rely on the expertise of TCG or the performance of the matters set forth herein. TCG reserves the right to record a memorandum hereof in the public records of the County where the work is being performed.

Initial for Acceptance \_\_\_\_\_

TCG shall not be liable for any breach of the warranty above unless Client gives written notice of the defective services, reasonably described, to TCG within ten (10) days of the time when Client discovers or ought to have discovered that the services were defective. Subject to same, TCG shall, in its sole discretion, either (i) repair or re-perform such services (or the defective part); or (ii) credit or refund the price of such services at the pro rata contract rate.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREIN ABOVE, TCG MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

IN NO EVENT WILL TCG BE LIABLE TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

If TCG's performance of its obligations under this project is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or employees, TCG shall not be deemed in breach of its obligations under this project or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

The above stated services are the minimum level of services that TCG is obligated to perform. TCG currently provides a complete range of construction-related services which it will be happy to discuss with you at the time that your project is ready for construction.

#### **Force Majeure**

TCG shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of TCG including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Client shall be entitled to give notice in writing to Service Provider to terminate this Agreement.

#### **Permit Fees; Application Fees; Outside Consultant Fees**

The service fees set forth herein do not include the payment of governmental agency submittal fees, review fees or permit fees, or any other charges assessed by said agencies. Further, the service fees do not include the cost of services provided by others. These fees shall be paid for by Client. Should TCG find it absolutely necessary to advance fees for Client, said fees shall be reimbursed along with a service and handling fee upon receipt of the invoice for same.

#### **Direct Charges**

Unless otherwise specified, the above service fees do not include the following direct charges:

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714 East McNab Road, Pompano Beach, FL 33060 tel. 954.782.1908 fax. 954.782.1108 www.thechappellgroup.com

Environmental Consultants | Marina & Wetland Permitting | Tree Surveys/Appraisals | Mitigation Design & Monitoring | T & E Species Surveys

1. Blue prints, mylars, Xeroxing, Postage, Federal Express, photographic services for enlargements, reductions, etc.: At Cost plus 10% handling charge.
2. All travel expenses including airfare, lodging, car rental, and fuel expenses: At Cost plus 10% handling charge.

#### **Client's Responsibilities**

1. The Client shall provide full information regarding requirements for the project including a program, which shall set forth the design objectives, constraints and expendability, special equipment and systems and site requirements.
2. The Client shall furnish upon request by TCG the services of soil engineers or other consultants when such services are deemed necessary. Such services shall include, but are not limited to, Phase I Environmental Site Assessments, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.
3. The Client shall furnish upon request of TCG structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
4. The Client shall furnish a Legal Description of the property and the appropriate Title Information.
5. The Client shall execute all permit applications. As "Permittee", or "applicant" or "holder", Owner shall be responsible for complying with the conditions of all permits issued. In particular, Client shall be responsible for the safety of the General Public during construction.

#### **II. Acceptance**

This proposal and fee schedules are based on acceptance within thirty (30) days of the date of preparation. If not accepted by Client within that time period, TCG reserves the right to re-evaluate the terms and conditions contained herein.

If the proposed work and fees contained herein are agreeable with Client, please sign the enclosed copy of this letter and return same to our office. Should you have any questions regarding the above, please do not hesitate to call.

Sincerely,

**THE CHAPPELL GROUP, INC.**

Sarah Chappell  
President

5

Initial for Acceptance \_\_\_\_\_

714 East McNab Road, Pompano Beach, FL 33060 tel. 954.782.1908 fax. 954.782.1108 [www.thechappellgroup.com](http://www.thechappellgroup.com)

Environmental Consultants | Marina & Wetland Permitting | Tree Surveys/Appraisals | Mitigation Design & Monitoring | T & E Species Surveys

**ACCEPTANCE OF PROPOSAL:** The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined and the individual accepting this proposal will be personally liable for payment of services described in this proposal along with the Client

THIS PROPOSAL ACCEPTED BY:

\_\_\_\_\_  
Name & Title (Printed) on behalf of the Client  
and Personally

\_\_\_\_\_  
Firm Name (Printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please provide Account Payables Contact  
Information below:

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

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

6

Initial for Acceptance \_\_\_\_\_

714 East McNab Road, Pompano Beach, FL 33060 tel. 954.782.1908 fax. 954.782.1108 [www.thechappellgroup.com](http://www.thechappellgroup.com)

Environmental Consultants | Marina & Wetland Permitting | Tree Surveys/Appraisals | Mitigation Design & Monitoring | T & E Species Surveys





## Town Commission Agenda Item Report

**Meeting Date:** April 13, 2021

**Submitted By:** Ken Rubach

**Submitting Department:** Public Works

**Item Type:** Discussion Item

**Agenda Section:** NEW BUSINESS

---

### Subject Title:

Sanitary Sewer Lateral Lining Program (Ken Rubach, Public Works Director)

**Explanation:** Over the past several years, the Town lined the sanitary sewer main lines to prevent failure of the pipes as they begin to age. These efforts proved successful, and staff suggested that the program be expanded to the sanitary sewer laterals. Lining the laterals will further enhance the integrity of the line and will help prevent root intrusion, joint separation, and failure of the pipe. By lining the laterals, the possibility of backups into homes and businesses and the need for costly point repairs will be reduced.

As part of the lining process, the lateral is inspected via camera by the contractor prior to lining. Once this has been completed, a cured in place liner is installed from the cleanout to the drop (opening) in the Town sewer. This process provides a watertight seal at the main, reducing infiltration at the connection, as well as a jointless CIPP (Cured-In-Place-Pipe) liner that structurally replaces the lateral host pipe.

Based on the line-item prices provided in the BLD Services, LLC agreement, the average cost to line a lateral will be approximately \$3,500 based on a 30ft line. Any lines in excess of that cost are charged at a bid per foot price. Staff is anticipating completing lining of approximately 25 laterals and will complete as many as the funds allow for this year. We first will be focusing on those laterals that have been identified as having structural defects (root intrusion, misalignment, pipe degradation) as these lines are most susceptible to having blockages.

BLD Services, LLC ("BLD") currently has an awarded contract with the City of Largo and performs work all over the South Florida region, included as Exhibit A of the attached resolution. The Town Purchasing 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. The Town wishes to piggyback off the bid that was accepted and approved between the City of Largo and BLD, dated October 16, 2018, and procured pursuant to the City of Largo's Bid #19-B-645 (the "Largo Agreement").

The Town Commission approved \$100,000 for this project at their March 23, 2021 meeting. The funding was transferred to Sanitary Sewer Operating Fund from Sanitary Sewer Reserves.



**Recommendation:**

Approve Resolution 2021-22, approving piggyback agreement with BLD Services, LLC for Sewer Rehabilitation and Repair Services and authorizing the Interim Town Manager to execute the piggyback agreement.

**Attachments:**

Ex.1 – Resolution 2021-22 – BLD Services, LLC

Ex.2 – BLD Bid Document

Ex.3 – BLD Largo Renewal

Reviewed by Town Attorney:

|                                            |     |                          |    |
|--------------------------------------------|-----|--------------------------|----|
| <input checked="checked" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
|--------------------------------------------|-----|--------------------------|----|

1 RESOLUTION NO. 2021- 22

2  
3 A RESOLUTION OF THE TOWN COMMISSION OF THE  
4 TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA,  
5 APPROVING A PIGGYBACK AGREEMENT WITH BLD  
6 SERVICES, LLC, FOR SEWER REHABILITATION AND  
7 REPAIR SERVICES, UTILIZING THE CITY OF LARGO  
8 AGREEMENT PURSUANT TO ITB NO. 19-B-645;  
9 AUTHORIZING THE INTERIM TOWN MANAGER TO  
10 EXECUTE THE AGREEMENT; AND PROVIDING FOR AN  
11 EFFECTIVE DATE.  
12

13 WHEREAS, on October 16, 2018, the City of Largo entered into an agreement with BLD  
14 Services, LLC (“BLD”), pursuant to the City of Largo Invitation to Bid No. 19-B-645 for  
15 Trenchless Sanitary and Storm Sewer Rehabilitation Services (the “Largo Agreement”); and

16 WHEREAS, the Town wishes to contract with BLD utilizing the Largo Agreement for  
17 sewer rehabilitation and repair services in an amount not to exceed \$100,000 (the “Piggyback  
18 Agreement”); and

19 WHEREAS, the Town is authorized to piggyback agreements pursuant to Section IV.E.  
20 of the Town's Purchasing Manual; and

21 WHEREAS, the Town Commission deems it to be in the best interest of the Town and its  
22 residents to approve a Piggyback Agreement with BLD for sewer rehabilitation and repair services.

23 NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE  
24 TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, THAT:  
25

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

28 SECTION 2. Piggyback Agreement Approved. The Piggyback Agreement with BLD  
29 for sewer rehabilitation and repair services, attached hereto as Exhibit “A,” is hereby approved.

30 SECTION 3. Authorization to Execute the Agreement. The Interim Town Manager is  
31 hereby authorized to execute the Piggyback Agreement with BLD in an amount not to exceed

1 \$100,000, attached as Exhibit “A,” together with such non-substantial changes as are deemed  
2 necessary by the Town Manager and approved as to form and legal sufficiency by the Town  
3 Attorney.

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

7 **SECTION 5. Effective Date.** This Resolution shall become effective immediately  
8 upon passage and adoption.

9  
10 **PASSED AND ADOPTED** on this \_\_\_\_ day of April, 2021.  
11  
12  
13

14 \_\_\_\_\_  
MAYOR CHRIS VINCENT

Attest:

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

15  
16 APPROVED AS TO FORM:  
17  
18  
19

\_\_\_\_\_  
Susan L. Trevarthen, Town Attorney  
20  
21

**TOWN OF LAUDERDALE-BY-THE-SEA AGREEMENT FOR SEWER  
REHABILITATION AND REPAIR SERVICES  
(Piggyback Competitive Award)**

This Agreement is made this \_\_\_\_ day of April, 2021 (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 (the "Contractor"), a foreign limited liability company, whose address is 2424 Tyler Street, Kenner, LA 70062.

**WITNESSETH**

**WHEREAS**, the Town wishes to enter into an agreement with Contractor (this "Agreement") for the provision of sewer rehabilitation and repair services (the "Services"); and

**WHEREAS**, the parties wish to incorporate the terms and conditions of the solicitation and contractual arrangement between the City of Largo, Florida and the Contractor as set forth in the City of Largo Invitation to Bid No. 19-B-645 for Trenchless Sanitary and Storm Sewer Rehabilitation Services and resulting agreement dated October 16, 2018, attached hereto and incorporated herein as Exhibit "A" (the "Largo Agreement"); 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.

**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. Term.** The term of this Agreement shall be for a two-year term commencing upon execution and ending on October 1, 2023.

**Section 2. Contract Terms.** The Contractor agrees to provide the Town the Service as set forth in the Largo Agreement, which terms are incorporated into this Agreement for all purposes and represent the entire agreement between the parties

except for those modifications made herein. In the event of conflict between or among this Agreement and the terms and conditions of the Largo Agreement, the order of priority shall be: this Agreement, and the Largo Agreement.

The following additional provisions are included:

- A. The "Town of Lauderdale-By-The-Sea" and "the Town" shall be deemed substituted for "City of Largo, Florida" and "the City" with regard to any and all provisions of the Largo 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 Largo 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 Contractor pursuant to the rates set forth in the Largo Agreement, in an amount not to exceed \$300,000.
- 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. **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 [tedraa@lauderdalebytheseafl.gov](mailto:tedraa@lauderdalebytheseafl.gov), OR BY MAIL: Tedra Allen, 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.

**Section 3. 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:       BLD Services, LLC  
2424 Tyler Street  
Kenner, LA 70062

**Section 4. Certificates of Insurance.** Prior to Contractor's commencement of services pursuant to this Agreement, Contractor shall deliver to Town, in a form acceptable to the Town in its sole discretion, the following documents within 15 days of execution of this Agreement:

- a) All required certificates of insurance as described in the Largo Agreement, naming the Town as an additional insured.

**Section 5. 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 6. 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.



**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

BLD Services, LLC

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

\_\_\_\_\_  
Jacob Trapani

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Tedra Allen, Town Clerk

APPROVED AS TO FORM:

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

Bidder will complete the Work for the following prices:

**BLD SERVICES, LLC**  
**2424 TYLER STREET**  
**KENNER, LA 70062**  
**504-466-1344**

**SCHEDULE OF BID PRICES**

| Bid Number     | Bid Item                                                   | Quantity | Unit | Unit Cost | Total Cost |
|----------------|------------------------------------------------------------|----------|------|-----------|------------|
| <b>Group 1</b> | <b>Cured-In-Place Pipe (CIPP) Main Line Lining</b>         |          |      |           |            |
| 1              | 8 in. x 6 mm CIPP                                          | 35,000   | LF   | N/A       | N/A        |
| 2              | Cost for each 1.5 mm Increase in Thickness of 8 in. Liner  | 15,000   | LF   | N/A       | N/A        |
| 3              | 10 in. x 6 mm CIPP                                         | 7,500    | LF   | N/A       | N/A        |
| 4              | Cost for each 1.5 mm Increase in Thickness of 10 in. Liner | 5,000    | LF   | N/A       | N/A        |
| 5              | 12 in. x 6 mm CIPP                                         | 2,500    | LF   | N/A       | N/A        |
| 6              | Cost for each 1.5 mm Increase in Thickness of 12 in. Liner | 1,500    | LF   | N/A       | N/A        |
| 7              | 15 in. x 6 mm CIPP                                         | 1,000    | LF   | N/A       | N/A        |
| 8              | Cost for each 1.5 mm Increase in Thickness of 15 in. Liner | 500      | LF   | N/A       | N/A        |
| 9              | 18 in. x 6 mm CIPP                                         | 1,000    | LF   | N/A       | N/A        |
| 10             | Cost for each 1.5 mm Increase in Thickness of 18 in. Liner | 500      | LF   | N/A       | N/A        |
| 11             | 21 in. x 7.5 mm CIPP                                       | 250      | LF   | N/A       | N/A        |
| 12             | Cost for each 1.5 mm Increase in Thickness of 21 in. Liner | 150      | LF   | N/A       | N/A        |
| 13             | 24 in. x 7.5 mm CIPP                                       | 500      | LF   | N/A       | N/A        |
| 14             | Cost for each 1.5 mm Increase in Thickness of 24 in. Liner | 250      | LF   | N/A       | N/A        |
| 15             | 30 in. x 9 mm CIPP                                         | 500      | LF   | N/A       | N/A        |
| 16             | Cost for each 1.5 mm Increase in Thickness of 30 in. Liner | 250      | LF   | N/A       | N/A        |
| 17             | 36 in. x 10.5 mm CIPP                                      | 500      | LF   | N/A       | N/A        |
| 18             | Cost for each 1.5 mm Increase in Thickness of 36 in. Liner | 250      | LF   | N/A       | N/A        |
| 19             | 42 in. x 10.5 mm CIPP                                      | 400      | LF   | N/A       | N/A        |
| 20             | Cost for each 1.5 mm Increase in Thickness of 42 in. Liner | 200      | LF   | N/A       | N/A        |
| 21             | 48 in. x 12 mm CIPP                                        | 400      | LF   | N/A       | N/A        |
| 22             | Cost for each 1.5 mm Increase in Thickness of 48 in. Liner | 200      | LF   | N/A       | N/A        |
| 23             | 54 in. x 12 mm CIPP                                        | 300      | LF   | N/A       | N/A        |
| 24             | Cost for each 1.5 mm Increase in Thickness of 54 in. Liner | 200      | LF   | N/A       | N/A        |
| 25             | 60 in. x 12 mm CIPP                                        | 300      | LF   | N/A       | N/A        |
| 26             | Cost for each 1.5 mm Increase in Thickness of 60 in. Liner | 200      | LF   | N/A       | N/A        |

Bidder will complete the Work for the following prices:

BLD SERVICES, LLC  
2424 TYLER STREET  
KENNER, LA 70062  
504-466-1344

SCHEDULE OF BID PRICES

| Bid Number         | Bid Item                                                                                      | Quantity | Unit | Unit Cost      | Total Cost |
|--------------------|-----------------------------------------------------------------------------------------------|----------|------|----------------|------------|
| 27                 | 72 in. x 12 mm CIPP                                                                           | 300      | LF   | N/A            | N/A        |
| 28                 | Cost for each 1.5 mm Increase in Thickness of 72 in. Liner                                    | 200      | LF   | N/A            | N/A        |
| 29                 | 84 in. x 12 mm CIPP                                                                           | 200      | LF   | N/A            | N/A        |
| 30                 | Cost for each 1.5 mm Increase in Thickness of 84 in. Liner                                    | 150      | LF   | N/A            | N/A        |
| Group 1 Total Bid: |                                                                                               |          |      | N/A            |            |
| Group 2            | Fold and Form Liner - PVC                                                                     |          |      |                |            |
| 31                 | 8" Fold and Form PVC Liner                                                                    | 8,000    | LF   | N/A            | N/A        |
| 32                 | 10" Fold and Form PVC Liner                                                                   | 2,500    | LF   | N/A            | N/A        |
| 33                 | 12" Fold and Form PVC Liner                                                                   | 2,500    | LF   | N/A            | N/A        |
| Group 2 Total Bid: |                                                                                               |          |      | N/A            |            |
| Group 3            | Cured-In-Place Pipe (CIPP) Service Lateral Lining                                             |          |      |                |            |
| 34                 | Initial Service Lateral CCTV Inspection (4"-6") From Main, Up To 30 LF                        | 500      | EA   | 250.00         | 125,000.00 |
| 35                 | Initial Service Lateral CCTV Inspection (4"-6"), From Main, Per LF, Beyond Initial 30 Ft.     | 5,000    | LF   | 0.25           | 1,250.00   |
| 36                 | Initial Service Lateral CCTV Inspection (4"-6") From Clean Out, Up To 30 LF                   | 200      | EA   | 75.00          | 15,000.00  |
| 37                 | Initial Service Lateral CCTV Inspection (4"-6") From Clean Out, Per LF, Beyond Initial 30 Ft. | 2,500    | LF   | 0.25           | 625.00     |
| 38                 | CIPP Lateral Liner, 4" - 6" Dia. Up To 30 LF, with Main/Lateral Connection System             | 250      | EA   | 2,985.00       | 746,250.00 |
| 39                 | CIPP Lateral Liner, 4" -6" Dia. Per LF Beyond Initial 30 Ft.                                  | 3,750    | LF   | 10.00          | 37,500.00  |
| 40                 | Clean-Out Installation in Grass Area (Up to 5 ft. in depth)                                   | 100      | EA   | 850.00         | 85,000.00  |
| 41                 | Clean-Out Installation in Asphalt Area (Up to 5 ft. in depth)                                 | 10       | EA   | 1,000.00       | 10,000.00  |
| 42                 | Clean-Out Installation in Concrete Area (Up to 5 ft. in depth)                                | 100      | EA   | 1,200.00       | 120,000.00 |
| 43                 | Clean-Out Installation (Beyond 5 ft. in depth)                                                | 150      | VF   | 150.00         | 22,500.00  |
| Group 3 Total Bid: |                                                                                               |          |      | \$1,163,125.00 |            |

Bidder will complete the Work for the following prices:

**BLD SERVICES, LLC**  
**2424 TYLER STREET**  
**KENNER, LA 70062**  
**504-466-1344**

**SCHEDULE OF BID PRICES**

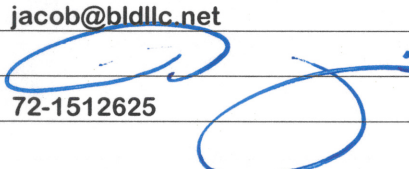
| Bid Number                                | Bid Item                                                         | Quantity | Unit | Unit Cost    | Total Cost |
|-------------------------------------------|------------------------------------------------------------------|----------|------|--------------|------------|
| Group 4 Joint Sealing with Chemical Grout |                                                                  |          |      |              |            |
| 44                                        | Test Joint - 8" Dia.                                             | 3,000    | EA   | N/A          | N/A        |
| 45                                        | Test Joint - 10" Dia.                                            | 1,000    | EA   | N/A          | N/A        |
| 46                                        | Test Joint - 12" Dia.                                            | 1,000    | EA   | N/A          | N/A        |
| 47                                        | Grout Seal Failed Joints - 8" Dia                                | 2,000    | EA   | N/A          | N/A        |
| 48                                        | Grout Seal Failed Joints - 10" Dia                               | 750      | EA   | N/A          | N/A        |
| 49                                        | Grout Seal Failed Joints - 12" Dia                               | 750      | EA   | N/A          | N/A        |
| 50                                        | Seal Service Lateral Connections                                 | 250      | EA   | N/A          | N/A        |
| Group 4 Total Bid:                        |                                                                  |          |      | N/A          |            |
| Group 5 Common Work Tasks                 |                                                                  |          |      |              |            |
| 51                                        | Mobilization, <= 1,200 LF or <= 10 Lateral Liners per Task Order | 10       | EA   | 1,500.00     | 15,000.00  |
| 52                                        | Mobilization, > 1,200 LF or > 10 Lateral Liners per Task Order   | 15       | EA   | 500.00       | 7,500.00   |
| 53                                        | Maintenance of Traffic, FDOT                                     | 10       | DAY  | 800.00       | 8,000.00   |
| 54                                        | Maintenance of Traffic, City/County Arterial/Collector           | 30       | DAY  | 600.00       | 18,000.00  |
| 55                                        | Maintenance of Traffic, City/County Minor/Residential            | 50       | DAY  | 400.00       | 20,000.00  |
| 56                                        | Work in Rear Easements and/or Away From Travelways               | 30       | EA   | 1,000.00     | 30,000.00  |
| 57                                        | Specialty Cleaning, 8" Dia. (Groups 1, and 2)                    | 500      | LF   | N/A          | N/A        |
| 58                                        | Specialty Cleaning, 10"- 18" Dia. (Groups 1, and 2)              | 500      | LF   | N/A          | N/A        |
| 59                                        | Specialty Cleaning, 24"-36" Dia. (Group 1 Only)                  | 300      | LF   | N/A          | N/A        |
| 60                                        | Specialty Cleaning, 42"-54" Dia. (Group 1 Only)                  | 300      | LF   | N/A          | N/A        |
| 61                                        | Specialty Cleaning, 60"-84" Dia. (Group 1 Only)                  | 200      | LF   | N/A          | N/A        |
| 62                                        | Hammer Tap Removal                                               | 10       | EA   | 500.00       | 5,000.00   |
| 63                                        | Lateral Reinstatement and Grouting (Groups 1, and 2)             | 500      | EA   | N/A          | N/A        |
| 64                                        | Warranty Cleaning and CCTV Inspection                            | 15,000   | LF   | 2.50         | 37,500.00  |
| Group 5 Total Bid:                        |                                                                  |          |      | \$141,000.00 |            |

**CITY OF LARGO, FLORIDA  
BID FORM  
FOR  
TRENCHLESS SANITARY AND STORM SEWER REHABILITATION  
BID # 19-B-645**

The undersigned bidder does hereby agree to furnish the City of Largo, Florida, the items listed in accordance with the Specifications shown by the Invitation to Bid to be delivered to the specified site for the price indicated.

**IT IS BIDDERS RESPONSIBILITY TO CHECK THE WEBSITE [www.largo.com](http://www.largo.com)  
FOR FINAL DOCUMENTS AND ADDENDUMS BEFORE SUBMITTAL**

**THIS BID MUST BE SIGNED BY A PERSON AUTHORIZED TO ACT FOR THE COMPANY IN  
HIS/HER OWN NAME.**

|                            |                                                                                             |
|----------------------------|---------------------------------------------------------------------------------------------|
| BIDDER NAME:               | <u>BLD SERVICES, LLC</u>                                                                    |
| ADDRESS:                   | <u>2424 TYLER STREET, KENNER, LA 70062</u>                                                  |
| PURCHASE ORDER<br>ADDRESS: | <u>2424 TYLER STREET, KENNER, LA 70062</u>                                                  |
| PHONE NUMBER:              | <u>504-466-1344</u>                                                                         |
| FAX NUMBER:                | <u>504-461-5971</u>                                                                         |
| COMPANY CONTACT (REP):     | <u>JACOB TRAPANI</u>                                                                        |
| EMAIL ADDRESS(REP):        | <u>jacob@bldllc.net</u>                                                                     |
| SIGNATURE:                 | <u></u> |
| TAX ID# SSN or EIN:        | <u>72-1512625</u>                                                                           |

**CITY OF LARGO, FLORIDA  
REFERENCE INFORMATION  
FOR  
TRENCHLESS SANITARY AND STORM SEWER REHABILITATION  
BID # 19-B-645**

Organization CITY OF NAPLES, FL  
Contact Person ADAM RIVERA  
Address 380 RIVERSIDE CIRCLE  
City NAPLES State FL Zip 34102 Phone Number (239) 213-4721  
Project Cost \$300,000.00 Date Performed 03/31/18  
~~~~~

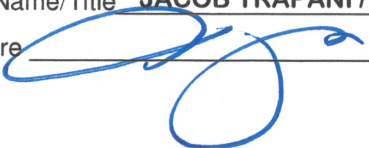
Organization CITY OF TAMARAC, FL  
Contact Person JERRY ROBINSON  
Address 10101 STATE STREET  
City TAMARAC State FL Zip 33321 Phone Number (954) 597-3753  
Project Cost \$7,743,035.00 Date Performed 2017 / 2018  
~~~~~

Organization CITY OF ST PETERSBURG, FL  
Contact Person MATTHEW WILSON  
Address ONE 4TH STREET NORTH, 5TH FLOOR  
City ST PETERSBURG State FL Zip 33701 Phone Number (727) 892-5658  
Project Cost \$900,000.00 Date Performed 2017/2018  
~~~~~

Organization MANATEE COUNTY, FL  
Contact Person ED FERENCE  
Address 1112 MANATEE COUNTY AVE W, SUITE 803  
City BRADENTON State FL Zip 34205 Phone Number (941) 749-0314  
Project Cost \$461,500.00 Date Performed 07/25/17  
~~~~~

Organization ESCAMBIA COUNTY UTILITIES AUTHORITY  
Contact Person JUSTIN MIDGETTE  
Address POST OFFICE BOX 17089  
City PENSACOLA State FL Zip 32522 Phone Number (850) 969-5825  
Project Cost \$5,366,555.00 Date Performed 2014/2015  
~~~~~

Representative Typed Name/Title JACOB TRAPANI / VICE PRESIDENT

Representative Signature  Firm BLD SERVICES, LLC

N/A

CITY OF LARGO, FLORIDA  
STATEMENT OF NO BID  
FOR  
TRENCHLESS SANITARY AND STORM SEWER REHABILITATION  
BID # 19-B-645

IF YOU DO NOT INTEND TO BID ON THIS REQUIREMENT, PLEASE COMPLETE AND RETURN THIS FORM PRIOR TO DATE SHOWN FOR RECEIPT OF BIDS TO:  
City of Largo, Office of Management and Budget, Post Office Box 296, Largo, FL 33779-0296.  
OR **FAX THIS PAGE ONLY to (727) 586-7420**, OR EMAIL to [jwheaton@largo.com](mailto:jwheaton@largo.com)  
WE, THE UNDERSIGNED, HAVE DECLINED TO BID FOR THE FOLLOWING REASON(S):

- \_\_\_\_\_ WE DO NOT OFFER THIS PRODUCT OR EQUIVALENT.
- \_\_\_\_\_ SPECIFICATIONS ARE TOO "TIGHT", I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN BELOW).
- \_\_\_\_\_ UNABLE TO MEET SPECIFICATIONS (PLEASE EXPLAIN BELOW).
- \_\_\_\_\_ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).
- \_\_\_\_\_ INSUFFICIENT TIME TO RESPOND TO INVITATION TO BID.
- \_\_\_\_\_ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.
- \_\_\_\_\_ UNABLE TO MEET BOND REQUIREMENTS.
- \_\_\_\_\_ OTHER (PLEASE SPECIFY BELOW).

REMARKS:

\_\_\_\_\_

\_\_\_\_\_

**WE UNDERSTAND THAT IF THE "NO BID" LETTER IS NOT EXECUTED AND RETURNED, OUR NAME MAY BE DELETED FROM THE LIST OF QUALIFIED BIDDERS FOR THE CITY OF LARGO FOR FUTURE PROJECTS.**

Typed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

Company name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Telephone Number (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_



**INSURANCE REQUIREMENTS CHECKLIST  
FOR BID # 19-B-645  
Items marked "X" must be provided**

|              |                                           |                                                      |
|--------------|-------------------------------------------|------------------------------------------------------|
| <u>  X  </u> | <b>General Liability</b>                  | <b>Minimum Limits Required</b>                       |
|              | <u>  X  </u> Commercial General Liability | \$ <u>2,000,000</u> General Aggregate                |
|              | <u>  X  </u> Occurrence Form              | \$ <u>1,000,000</u> Product/Complete Operations Agg. |
|              | _____                                     | \$ <u>1,000,000</u> Personal & Advertising Injury    |
|              | _____                                     | \$ <u>1,000,000</u> Each Occurrence                  |
|              | _____                                     | \$ _____                                             |

|              |                             |                                               |
|--------------|-----------------------------|-----------------------------------------------|
| <u>  X  </u> | <b>Automobile Liability</b> |                                               |
|              | Owned, Hired & Non-Owned    | \$ <u>1,000,000</u> Combined Single Limit per |
|              | Occurrence                  |                                               |

|              |                                                           |                                           |
|--------------|-----------------------------------------------------------|-------------------------------------------|
| <u>  X  </u> | <b>Worker's Compensation<br/>and Employer's Liability</b> | <b>Statutory</b>                          |
|              |                                                           | \$ <u>100,000</u> Each Accident           |
|              |                                                           | \$ <u>500,000</u> Disease - Policy Limit  |
|              |                                                           | \$ <u>100,000</u> Disease - Each employee |

\_\_\_\_\_ **Professional Liability - Errors & Omissions** (\*To be completed by Bidder)

\* Deductible: \$ \_\_\_\_\_ Aggregate

\* Claims Made (Y/N): \_\_\_\_\_ Each Claim

\* Occurrence (Y/N): \_\_\_\_\_

\* Defense included in Limits (Y/N): \_\_\_\_\_

\_\_\_\_\_ **Builder's Risk/Installation Floater** (\* To be completed by Bidder)

\* Flood Included \$ \_\_\_\_\_ Limit \$ \_\_\_\_\_ 100% of Completed or Installed Value

\* Transportation Included \$ \_\_\_\_\_ Limit All-Risk Form

\* Storage Included \$ \_\_\_\_\_ Limit

**City Must Be A Named Insured. Copy of Policy Will Be Required.**

\_\_\_\_\_ **Other**

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

  X   The Certificate of Insurance must show "The City of Largo, its elected officials and employees" as an additional insured. The Certificate shall bear the requisite endorsements providing that the City is an additional insured and providing for waiver of subrogation by the Vendor/Subcontractor when applicable.

  X   Vendor/Subcontractor shall provide immediate notice of any Vendor/Subcontractor initiated cancellation, non-renewal or adverse change to the policies required to be obtained or maintained pursuant to this RFP/Bid. Vendor/Subcontractor shall immediately forward to the City any notice it receives of cancellation, non-renewal or adverse change to any policy that is initiated by a policy provider(s).

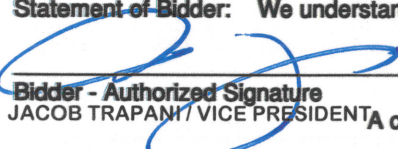
  X   Certificates must identify bid number and bid title.

\_\_\_\_\_ Subcontractors must carry same Insurance limits.

\_\_\_\_\_ Insurance Carrier should be A rated.

\_\_\_\_\_ The City reserves the right to request any additional information it deems necessary, and at a frequency it deems necessary, to confirm the requisite insurance remains in effect, at the required levels, for the duration of any contractual agreement entered into pursuant to this RFP/Bid and/or any Purchase Order issued in accordance with this RFP/Bid

**Statement of Bidder: We understand the requirements requested and agree to comply fully.**

  
Bidder - Authorized Signature  
JACOB TRAPANI / VICE PRESIDENT

**A complete copy of this form with original signature must accompany bid.**



**Request for Taxpayer  
Identification Number and Certification**

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

Print or type  
See Specific Instructions on page 2.

Name (as shown on your income tax return)

**BLD SERVICES, LLC**

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership

☒ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ **P**

☐ Other (see instructions) ▶

☐ Exempt  
payee

Address (number, street, and apt. or suite no.)

**2424 TYLER STREET**

City, state, and ZIP code

**KENNER, LA 70062**

Requester's name and address (optional)

List account number(s) here (optional)

**Part I Taxpayer Identification Number (TIN)**

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

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

Social security number

or

Employer identification number

**72 : 1512625**

**Part II Certification**

Under penalties of perjury, I certify that:

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

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign  
Here**

Signature of  
U.S. person ▶

Date ▶ **09/14/18**

**General Instructions**

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

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

## ATTACHMENTS

### WORK SUMMARY

### GENERAL CONDITIONS

### TECHNICAL SPECIFICATIONS

#### DIVISION 1 - GENERAL REQUIREMENTS

01010 SUMMARY OF WORK  
01025 MEASUREMENT AND PAYMENT  
01045 CUTTING AND PATCHING  
01530 BARRIERS  
01570 TRAFFIC CONTROL

#### DIVISION 2 - SITE WORK

02512 CONCRETE SIDEWALK RESTORATION  
02574 PAVEMENT REMOVAL AND REPLACEMENT  
02934 SODDING

#### TRENCHLESS REHABILITATION SPECIFICATIONS

- SANITARY SEWER LINE CLEANING AND CLOSED CIRCUIT TELEVISION INSPECTION
- CURED-IN-PLACE PIPE
- THERMOFORMED (FOLD AND FORM) POLYVINYL CHLORIDE (PVC) LINERS
- CHEMICAL GROUTING

## ATTACHMENTS

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#### TRENCHLESS REHABILITATION SPECIFICATIONS

- SANITARY SEWER LINE CLEANING AND CLOSED CIRCUIT TELEVISION INSPECTION
- CURED-IN-PLACE PIPE
- THERMOFORMED (FOLD AND FORM) POLYVINYL CHLORIDE (PVC) LINERS
- CHEMICAL GROUTING



# City of Largo, Florida

Post Office Box 296, Largo, Florida 33779-0296

Engineering Services Department  
Jerald Woloszynski, P.E., Engineering Director

Engineering Services Division: (727) 587-6713  
Engineering Services FAX: (727) 586-7413

## **TRENCHLESS SANITARY AND STORM SEWER REHABILITATION BID NO. 19-B-645 City of Largo, Florida**

### **WORK SUMMARY**

#### **Scope of Work**

This project provides for the rehabilitation of pipelines and conduits (8 through 84 inch, and laterals) by various trenchless methods on an “as needed” basis. These rehabilitation methods may be used in a variety of gravity and pressure applications such as sanitary sewers storm sewers and force mains. Pipelines for rehabilitation on this project consist primarily of vitrified clay pipe, with some ductile iron pipe, reinforced concrete pipe and corrugated metal pipe. The City reserves the right to award separate contracts for the various trenchless methods. The decision on which method will be used in any given situation will be made at the sole discretion of the City. The repairs assigned to the Contractor may require prioritization by the City. The Engineer may order the Contractor to accomplish the work in accordance with a given chronological sequence.

The work shall be performed by annual bid, without an estimated or guaranteed quantity of work to be performed. The term of this bid will be from the date of award through September 30, 2016. The City of Largo reserves the right to extend the contract for two additional one year extensions with the approval of the contractor. The quantities identified in the Schedule of Bid Prices are for comparison only. The locations of rehabilitation work will be as directed by the City of Largo designated representative. The City of Largo will issue task orders to the contractor on an as needed basis.

The indemnification provision contained in the General Conditions is incorporated herein, and made a part hereof, as if fully set forth herein.

***The contractor shall submit, for the purposes of bidding, a completed Schedule of Bid Prices and executed General Conditions. Failure to provide both documents shall result in an unresponsive bid.***

#### **Construction Standards**

All construction within the City of Largo limits shall conform to the provided technical specifications and the City of Largo Engineering Design and Construction Standards available at [https://www.largo.com/document\\_center/Engineering/Engineering%20Design%20Construction%20Standards.pdf](https://www.largo.com/document_center/Engineering/Engineering%20Design%20Construction%20Standards.pdf) unless otherwise directed by the City Engineer.

#### **As-Built Drawings**

The Contractor will not be required to furnish as-built drawings under this section of the Contract, but shall be required to furnish a complete bill of materials used at each repair and a detailed invoice

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outlining total quantities for each pay item being invoiced and a corresponding list of line segments (manhole to manhole), or lateral address, rehabilitated under the invoiced work.

#### Traffic Control and Barriers

The Contractor shall notify the appropriate agencies a minimum of two (2) working days prior to any construction affecting traffic flow. All traffic control devices and barriers utilized during construction shall be provided by the Contractor as stipulated under Pay Items No. 56, 57 & 58. and meet there requirements set forth in the Florida State Department of Transportation Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance and Utility Operations. Failure or refusal, on the part of the Contractor, to install, maintain, and/or position traffic control devices or barriers promptly, fully, and in an acceptable manner, shall be sufficient cause for the City, after twenty-four (24) hours notice, to perform the work with its own organization, or to contract with any other individual, firm or corporation to perform the work. All costs and expenses incurred thereby shall be charged against the Contractor, and the amount thereof deducted from any money due, or which may become due him, or shall be charged against the contract bond. Any work performed as described by this paragraph, shall not relieve the Contractor in any way of his responsibility for the work performed by him.

#### Bypass Pumping

The City lines, during most repair work, may be plugged to prevent the continuous flow of wastewater or stormwater into the area of work. At the direction of the Engineer, the Contractor will install bypass pumping equipment to reroute flow, as an alternate to line plugging. The Contractor will be responsible for mobilization, setup, coordination, and operation of all bypass pumping equipment, including any additional traffic control measures that may be required. Bypass pumping will be continued until directed to cease by the Engineer. The City shall identify the appropriate discharge location for all flow that is bypass pumped.

#### Completion and Guarantee

The work at each location will be considered complete upon written notification by the Engineer to the Contractor of its final acceptance. The date of such notification shall also establish the beginning date of the warranty period, as indicated ion the technical specification for the particular rehabilitation method, and in accordance with the General Conditions. This guarantee shall be exclusive of manufacturer s guarantees or warranties exceeding this period.

#### Permits

The Contractor will obtain all permits necessary for performance of the work identified herein, unless otherwise noted or specified.

#### Safety

1. Contractor will report any condition to the City of Largo which may pose a threat to the health and welfare of employees of the City, Contractor, or the general public.
2. Contractor will use employees that are properly trained and who are aware of possible work, materials, and job-site related hazards.
3. Contractor will ensure that waste material is properly disposed in accordance with applicable regulations and safety precautions.
4. Contractor shall comply with all local, state and federal safety requirements, including but not limited to OSHA.

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**STANDARD  
GENERAL CONDITIONS  
OF THE  
CONSTRUCTION CONTRACT  
FOR  
THE CITY OF LARGO  
FLORIDA**

GC-1



## GENERAL CONDITIONS

### ARTICLE I – DEFINITIONS

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Wherever used in these General Conditions or in the other Contract Documents the following terms have the meanings indicated which are applicable to both the singular and plural thereof:

ADDENDA - Written or graphic instruments, explanations, interpretations, changes, corrections, additions, deletions or modifications of the contract documents issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

AGREEMENT - The written agreement between the CITY and CONTRACTOR covering the Work to be performed; when other Contract Documents are attached to the Agreement, they become a part of the contract. The Agreement is also referred to as the Contract.

APPLICATION FOR PAYMENT - The form accepted by ENGINEER which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

BID - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed, properly signed or guaranteed.

BONDS - Bid, Performance and Payment bonds and other instruments which protect against loss due to inability, failure or refusal of the CONTRACTOR to perform the work specified in the contract documents.

CALENDAR DAY - A calendar day of 24 hours measured from midnight to the next midnight, including Saturdays, Sundays and holidays and regardless of the weather.

CHANGE ORDER - A document recommended by ENGINEER which is signed by the CONTRACTOR and the CITY which authorizes an addition, deletion, or revision in the work, or an adjustment in the Contract Price or Contract Time, issued on or after the execution of the Agreement.

CITY - The City of Largo, Florida, a Florida municipal corporation, its authorized and legal representatives, the public entity with whom the Contractor has entered into the agreement and for whom the work is to be provided.

CONSTRUCTION SUPERINTENDENT - The construction superintendent shall be in attendance at the project site during performance of the Work and shall represent the CONTRACTOR. Communications given to the construction superintendent or decisions made by the construction superintendent shall be as binding as if given to or made by the CONTRACTOR. Important communications or decisions shall be confirmed in writing. Other communications or decisions shall be similarly confirmed by written request in each case.

CONTRACT DOCUMENTS - The Invitation to Bid, Instructions to Bidders, Proposal, Bid Bond, Agreement, Payment Bond, Performance Bond, Certificate of Insurance, Notice of Tentative Award, Notice to Proceed, Certificate of Substantial Completion, Warranty of Title, Final Receipt - Release of Lien, General Conditions, Supplemental General Conditions, Technical Specifications, Contract Drawings, Addenda and Change Orders executed pursuant to the Contract Documents.

CONTRACT PRICE - The total monies payable by the CITY to the CONTRACTOR under the terms and conditions of the Contract Documents.

CONTRACT TIME - The number of successive calendar days stated in the Contract Documents for the completion of the Work.

CONTRACTOR - The person, firm, or corporation with whom the CITY has executed the Agreement to furnish the Work called for in the Contract Documents.

DEFECTIVE WORK - Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referred to in the Contract Documents; or Work that has been damaged prior to the ENGINEER'S recommendation of final payment.

DRAWINGS - The drawings, plans, maps, profiles, diagrams, and other graphic representations which show character, location, nature, extent and scope of the

Work, which have been prepared or approved by ENGINEER and which are considered part of the Contract Documents.

EFFECTIVE DATE OF THE AGREEMENT - The date indicated in the Agreement, but if no such date is indicated it means the date on which the Agreement is signed by the last of the two parties to sign the Agreement.

ENGINEER(S) - City of Largo Community Development Department, Engineering Division or its authorized agents, inspectors or representatives acting within the scope of duties entrusted to them by the CITY.

FIELD ORDER - A written order by the ENGINEER that does not impact the cost or time of performance of the Work.

GENERAL REQUIREMENTS - Division 1 of the Technical Specifications.

LAWS AND REGULATIONS; LAWS OR REGULATIONS - Laws, rules, codes, regulations, ordinances and/or orders promulgated by a lawfully constituted body authorized to issue such Laws and Regulations.

NOTICE OF AWARD - The official written notice by the CITY to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein within the time specified, the CITY may enter into an Agreement.

NOTICE TO PROCEED - The written notice issued by the CITY, or its agents, to the CONTRACTOR authorizing the CONTRACTOR to proceed with the Work and establishing the date of commencement of the Contract Time.

PARTIAL UTILIZATION - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

PROJECT - The entire construction to be performed as provided in the Contract Documents.

RESIDENT PROJECT REPRESENTATIVE (RPR) - The resident project representative, shall be in attendance at the project site during performance of the Work and shall represent the CITY directly or through

the ENGINEER. Responsibilities of the RPR are further defined in Paragraph 9.3 of these General Conditions.

SHOP DRAWINGS - All drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for the CONTRACTOR to illustrate some portion of the Work, and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a supplier and submitted by the CONTRACTOR to illustrate material or equipment for some portion of the Work.

SPECIFICATIONS - (Same definition as for Technical Specifications hereinafter).

SUBCONTRACTOR - An individual, firm, or corporation having a direct contract with the CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the Site.

SUBSTANTIAL COMPLETION - The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER as evidenced by ENGINEER'S definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof. When the entire Project is considered to be Substantially Complete, this does not constitute Final Acceptance or Final Completion of the entire Project.

SUPPLEMENTARY CONDITIONS - The part of the Contract Documents which amends or supplements these General Conditions.

SUPPLIER - A manufacturer, fabricator, supplier, distributor, materialman or vendor.

SURETY - Any person, firm or corporation which is bound by bid or contract bond with and for the CONTRACTOR.

TECHNICAL SPECIFICATIONS - Those portions of the Contract Documents consisting of the General Requirements and written technical descriptions of products and execution of the Work.

**UNDERGROUND FACILITIES** - All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water supply or distribution, sewage and drainage removal, traffic or other control systems.

**UNIT PRICE WORK** - Work to be paid for on the basis of unit prices.

**WORK** - Any and all obligations, duties and responsibilities necessary to the successful completion of the Project assigned to or undertaken by the CONTRACTOR under the Contract Documents, including all labor, materials, equipment and other incidentals and the furnishing thereof.

**WORK DIRECTIVE CHANGE** - A written directive to CONTRACTOR, issued on or after the Effective Date of the Agreement and signed by the CITY and recommended by the ENGINEER, ordering an addition, deletion or revision in the Work, or which references an emergency or unforeseen physical conditions under which the Work is to be performed. A Work Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Work Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Time.

**WRITTEN AMENDMENT** - A written amendment of the Contract Documents, signed by the CITY and CONTRACTOR on or after the Effective Date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly Work-related aspects of the Contract Documents.

## **ARTICLE 2 - PRELIMINARY MATTERS**

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### **DELIVERY OF DOCUMENTS:**

2.1. When the CONTRACTOR delivers the signed Agreements to the CITY, the CONTRACTOR shall also deliver to the CITY such Bonds and Insurance Policies, Certificates or other documents as

the CONTRACTOR may be required to furnish in accordance with the Contract Documents.

### **COPIES OF DOCUMENTS:**

2.2. The CITY shall furnish to CONTRACTOR three copies (unless otherwise specified in the Supplementary Conditions) of the Contract Documents or as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

### **COMMENCEMENT OF CONTRACT TIME; NOTICE TO PROCEED:**

2.3. The Contract Time will commence to run on the day indicated in any Notice to Proceed. A Notice to Proceed may be given at any time within sixty days after the Effective Date of the Agreement.

### **STARTING THE PROJECT:**

2.4. CONTRACTOR shall start to perform the Work on the date when the Contract Time commences to run, but no Work shall be done at the site prior to the date on which the Contract time commences to run.

### **BEFORE STARTING CONSTRUCTION:**

2.5. Before undertaking each part of the Work, CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. CONTRACTOR shall promptly report in writing to ENGINEER any conflict, error, ambiguity or discrepancy which CONTRACTOR may discover and shall obtain a written interpretation or clarification from ENGINEER before proceeding with any Work affected thereby; however, CONTRACTOR shall not be liable to CITY or ENGINEER for failure to report any conflict, error, ambiguity or discrepancy in the Contract Documents, unless CONTRACTOR knew or reasonably should have known thereof.

2.6. At the pre-construction conference, CONTRACTOR shall submit to ENGINEER for review:

2.6.1. a proposed progress schedule indicating the starting and completion dates of the various stages of the Work; and,

2.6.2. a preliminary schedule of Shop Drawing submissions and those shop drawings necessary to begin the work; and,

2.6.3. a preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by CONTRACTOR at the time of submission ;and,

2.64 Pre-construction video tapes if required by the technical specifications

2.7. The CONTRACTOR shall not commence construction operations until the construction progress schedule, schedule of values and the shop drawing submission schedule described above have been reviewed by the ENGINEER for general conformance with the Contract documents. After review of the schedules, no deviation shall be made without prior written acceptance by the CITY for general conformance with the Contract Documents.

#### **PRECONSTRUCTION CONFERENCE:**

2.8. After the Effective Date of the Agreement, but before CONTRACTOR starts Work at the site, a conference attended by CONTRACTOR, ENGINEER and others as deemed appropriate by the CITY, ENGINEER, or CONTRACTOR will be held to discuss the schedules referred to in paragraph 2.6, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. Nothing herein shall relieve the CONTRACTOR from the responsibility of contacting local utilities and any other necessary agencies.

#### **FINALIZING SCHEDULES:**

2.9. At least ten days before submission of the first Application for Payment a conference attended by CONTRACTOR, CITY, ENGINEER and others as appropriate will be held to finalize the schedules submitted in accordance with paragraph 2.6. The finalized progress schedule will be acceptable to the

CITY as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on the CITY responsibility for the progress or scheduling of the Work nor relieve CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to the CITY as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to the CITY as to form and substance.

### **ARTICLE 3 - CONTRACT DOCUMENTS: INTENT, AMENDING, REUSE**

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#### **INTENT:**

3.1. The Contract Documents comprise the entire agreement between the CITY and CONTRACTOR concerning the Work. The Contract Documents are complementary: what is called for by one is as binding as if called for by all. The Contract Documents will be construed in accordance with the laws of the State of Florida with venue in Pinellas County, Florida.

3.2. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereto) to be constructed in accordance with the Contract Documents. Any Work, materials or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws or Regulations of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws or Regulations in effect at the time of opening of Bids, except as may be otherwise specifically stated. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties or responsibilities of the CITY, CONTRACTOR or ENGINEER or any of their consultants, agents or employees from those set forth in the Contract Documents, nor shall it be effective to assign to ENGINEER'S, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to

undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16. Clarifications and interpretations of the Contract Documents shall be issued by the ENGINEER as provided in paragraph 9.4.

3.3. If, during the performance of the Work, CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, CONTRACTOR shall so notify the ENGINEER, in writing, at once and before proceeding with the Work affected thereby shall obtain a written interpretation or clarification. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be as follows:

1. Change Order
2. Addenda
3. Agreement
4. Proposal
5. Supplemental General Conditions
6. Invitation to Bid
7. Instructions to Bidders
8. General Conditions
9. Technical Specifications
10. Contract Drawings
  - a. Dimensions
  - b. Full Size Details
  - c. Full Size Drawings

The captions or subtitles of the several articles and divisions of these Contract Documents constitute no part of the context and hereof, but are only labels to assist in locating and reading the provisions hereof.

#### **AMENDING AND SUPPLEMENTING CONTRACT DOCUMENTS:**

3.4. The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- 3.4.1. a formal Written Amendment.
- 3.4.2. a Change Order (pursuant to paragraph 10.4), or
- 3.4.3. a Work Directive Change (pursuant to paragraph 10.1).

As indicated in paragraphs 11.2 and 12.1, Contract Price and Contract Time may only be changed by a Change Order or by a Written Amendment.

3.5. In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, in one or more of the following ways:

- 3.5.1. a Field Order (pursuant to paragraph 9.5)
- 3.5.2. ENGINEER'S approval of a Shop Drawing or sample (pursuant to paragraphs 6.26 and 6.27), or
- 3.5.3. ENGINEER'S written interpretation or clarification (pursuant to paragraph 9.4).

#### **REUSE OF DOCUMENTS:**

3.6. Neither CONTRACTOR nor any Subcontractor or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the CITY shall have or acquire any title to or ownership rights in any of the Contract Documents, drawings, technical specifications or other documents used on the work; and, they shall not reuse any of them on extensions of the Project or any other project without prior written consent of the CITY and ENGINEER.

#### **ARTICLE 4 - AVAILABILITY OF LANDS; PHYSICAL CONDITIONS; REFERENCE POINTS**

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##### **AVAILABILITY OF LANDS:**

4.1. The CITY shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by the CITY, unless otherwise provided in the Contract Documents. If CONTRACTOR believes that any delay in the CITY'S furnishing these lands, rights-of-way or easements entitles CONTRACTOR to an extension of the Contract Time, CONTRACTOR may make a claim therefor as provided in Article 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.



4.1.1. Occupying Private Land: The Contractor shall not (except after written consent from the proper parties) enter or occupy with men, tools, equipment or materials, any land outside the rights-of-way or property of the City. A copy of the written consent shall be given to the CITY.

4.1.2. Work in State, County and City Rights-of-Way and Easements: When the Work involves the installation of sanitary sewers, storm sewers, drains, water mains, manholes, underground structures, or other disturbances of existing features in or across street, rights-of-way, easements, or other property, the CONTRACTOR shall (as the Work progresses) promptly back-fill, compact, grade and otherwise restore the disturbed area to a basic condition which will permit resumption of pedestrian or vehicular traffic and any other critical activity or function consistent with the original use of the land. Unsightly mounds of earth, large stones, boulders, and debris shall be removed so that the site presents a neat appearance.

4.1.3. Work Adjacent to Telephone, Power, Cable TV and Gas Company Structures: In all cases where Work is to be performed near telephone, power, water, sewer, drainage, cable TV, or gas company facilities, the Contractor shall provide written notification to the respective companies of the areas of which Work is to be performed, prior to the actual performance of any Work in these areas.

4.1.4. Use of Public Streets: The use of public streets and alleys shall be such as to provide a minimum of inconvenience to the public and to other vehicular and non-vehicular traffic. Any earth or excavated material spilled from trucks shall be removed by the CONTRACTOR and the streets cleaned to the satisfaction of the CITY, the ENGINEER, the Florida Department of Transportation, or other agency or governmental entity having jurisdiction, as applicable.

#### **PHYSICAL CONDITIONS:**

4.2.1 Explorations and Reports: Where applicable, reference is made in the technical specifications, for identification of those reports of explorations and tests of

subsurface conditions at the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR accepts the site and any unforeseen conditions in accordance with paragraph 4.4 of the Instructions to Bidders, and may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations, or opinions contained therein or for the completeness for CONTRACTOR'S purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site.

4.2.2. Existing Structures: Where applicable, reference is made to the technical specifications, for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in paragraph 4.3.1) which are at or contiguous to the site that have been utilized by ENGINEER in preparation of the Contract Documents. CONTRACTOR may rely upon the general accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. Except as indicated in the immediately preceding sentence and in paragraph 4.2.6, CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures. However, where the dimensions and locations of existing structures are of critical importance in the installation or connection of new work, the CONTRACTOR shall verify such dimensions and locations in the field before the fabrication of any materials or equipment which is dependent on the correctness of such information. There shall be no additional cost to the CITY for CONTRACTOR'S failure to verify such dimensions and locations, or for inaccurate verifications by CONTRACTOR.

4.2.3. Report of Differing Conditions: If CONTRACTOR believes that:

4.2.3.1. Any technical data on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is inaccurate, or

4.2.3.2. Any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.22.1), notify the CITY and the ENGINEER in writing about the inaccuracy or difference.

4.2.4. ENGINEER'S Review: ENGINEER will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the CITY in writing (with a copy to the CONTRACTOR) of ENGINEER'S findings and conclusions.

4.2.5. Possible Document Change: If ENGINEER concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Work Directive Change or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of the inaccuracy or difference.

4.2.6. Possible Price and Time Adjustments: In each such case, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference. If the CITY and CONTRACTOR are unable to agree as to the amount or length thereof, a claim may be made therefore as provided in Article 11 and 12.

## **PHYSICAL CONDITIONS - UNDERGROUND FACILITIES:**

4.3.1. The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the CITY or ENGINEER by the owners of such Underground Facilities or by others.

4.3.1.1. The CITY and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and,

4.3.1.2. CONTRACTOR shall have full responsibility for reviewing and checking all such information and data. Further, the CONTRACTOR shall be responsible for locating all Underground Facilities whether or not shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof as provided in paragraph 6.20, and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

4.3.1.3. All water pipes, sanitary sewers, storm drains, force mains, gas mains, or other pipe, telephone or power cables or conduits, pipe or conduit casings, curbs, sidewalks, service lines and all other obstructions, whether or not shown, shall be temporarily removed from or supported across utility line excavations. Where it is necessary to temporarily interrupt services, the CONTRACTOR shall notify the owner or occupant of such facilities both before the interruption and again immediately before service is resumed. Before disconnecting any pipes or cables, the CONTRACTOR shall obtain permission from their owner, or shall make suitable arrangements for their disconnection by their owner. The CONTRACTOR shall be responsible for

any damage to any such pipes, conduits or cables, and shall restore them to service promptly as soon as the Work has progressed past the point involved. Approximate locations of known water, sanitary, drainage, natural gas, power, telephone and cable TV installations along the route of new pipelines or in the vicinity of new work are shown, but are to be verified in the field by the Contractor prior to performing the work. The CONTRACTOR shall uncover these pipes, ducts, cables, etc., carefully, by hand prior to installing his Work. Any discrepancies or differences found shall be immediately brought to the attention of the ENGINEER in order that necessary changes may be made to permit installation of the Work.

4.3.2. If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown, nor located by the facilities owner and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 6.22.1), identify the owner of such Underground Facility and give written notice thereof to that owner and to the CITY and the ENGINEER. The ENGINEER will promptly review the Underground Facility to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and the Contract Documents will be amended or supplemented to the extent necessary. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20.

4.3.3. CONTRACTOR shall only be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any such Underground Facility CONTRACTOR could not reasonably have been expected to have been aware of. If the parties are unable to agree as to the amount or length thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12.

## **REFERENCE POINTS:**

4.4. The CITY shall provide engineering surveys to establish reference points for construction which in ENGINEER'S judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the General Requirements), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the CITY. The CONTRACTOR shall report to the ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

## **ARTICLE 5 - BONDS AND INSURANCE**

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### **BONDS:**

5.1. CONTRACTOR shall upon delivery of the executed Agreement to the CITY furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. CONTRACTOR shall also furnish such other Bonds as are required by the Supplementary Conditions. The form and conditions of the Bonds and the Surety shall be acceptable and satisfactory to the CITY and Surety shall be a nationally recognized Surety Company acceptable to the CITY, listed on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, for projects not exceeding (\$500,000) five hundred thousand dollars and meet the other requirements of Florida Statutes Section 287.0935 (1989). For projects exceeding five hundred thousand dollars, all bonds shall be placed with sureties with a Best Rating of no less than A-IX. Bonds shall be executed and issued by a resident or non resident agent, licensed to conduct business in the State of Florida, representing such corporate sureties. If the CONTRACTOR is a partnership, the Bond should be



signed by each of the individuals who are partners; if a corporation, the Bond should be signed in the correct corporate name by duly authorized officer, agent or attorney-in-fact. There should be executed an appropriate number of counterparts of the bond corresponding to the number of counterparts in the Contract. Each executed bond should be accompanied by (a) appropriate acknowledgment of the respective parties; (b) appropriate duly certified copy of Power-of-Attorney or other certification of authority where bond is executed by agent, officer or other representative of Contractor or Surety; (c) duly certified extract from by-laws or resolutions of Surety under which Power-of-Attorney, or other certificate of Authority of its agent, officer or representative was issued.

5.2. If the surety on any Bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the state of Florida or it ceases to meet the requirements of paragraph 5.1., CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be in conformance with paragraph 5.1.

#### **CONTRACTOR'S INSURANCE:**

5.3. General: CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance and furnishing of the Work and CONTRACTOR'S other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable. CONTRACTOR'S insurance, and the insurance of any other party bound to the CONTRACTOR shall be considered primary. The Certificate(s) of Insurance shall bear the requisite endorsements providing for CITY as Certificate Holder and additional insured and shall further provide for waiver of subrogation by the CONTRACTOR and/or any subcontractor(s) where applicable. The Certificate(s) issued pursuant to this Contract shall, at a minimum, bear the name of the insured, the name of the insurer, the number of the policy, its effective date and termination date. For identification purposes the Certificate(s) shall also include a reference to the project #, RFP#/RFQ#, and/or any purchase order or task order issued in accordance herewith. Before starting and during the term of this

Contract, the CONTRACTOR shall procure and maintain insurance of the types and to the limits specified in paragraph 5.4, inclusive below.

5.4. Coverage: Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

##### **5.4.1. Workers' Compensation.**

Coverage to apply for all employees for Statutory Limits in compliance with the applicable State and Federal laws. CONTRACTOR shall require all subcontractors to maintain workers compensation during the term of the agreement and up to the date of final acceptance. CONTRACTOR shall defend, indemnify and save the CITY and ENGINEER harmless from any damage resulting to them for failure of either CONTRACTOR or any subcontractor to take out or maintain such insurance.

5.4.1.1. Employers' Liability  
with Statutory Limits of  
\$100,000/\$500,000/\$100,000.

5.4.1.2. Notice of  
Cancellation and/or Restriction.  
CONTRACTOR shall provide immediate notice of any CONTRACTOR initiated cancellation, non-renewal or adverse change to the policies required to be obtained and/or maintained pursuant to this Contract. CONTRACTOR shall immediately forward to the CITY any notice it receives of cancellation, non-renewal or adverse change to the policy that is initiated by the insurer(s).

5.4.1.3. If any operations are to be undertaken on or about navigable waters, coverage must be included for the U.S. Longshoremen and Harbor Workers Act and/or Jones Act if applicable.

5.4.2. Comprehensive General Liability or Commercial General Liability Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy or Commercial General Liability filed by the Insurance Services Office, and must include:

5.4.2.1. Minimum Limits of total coverage shall be \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability, the basic policy to be in said form with any excess coverage (and the carrier) to meet \$1,000,000.00 minimum to be acceptable to the CITY.

5.4.2.2. Premises and/or Operations.

5.4.2.3. Independent Contractor.

5.4.2.4. Products and/or Completed Operations. CONTRACTOR shall maintain in force until at least three (3) years after completion of all services required under the Contract, coverage for products and completed operations, including Broad Form Property Damage.

5.4.2.5. XCU Coverages.

5.4.2.6. Broad Form Property Damage including Completing Operations.

5.4.2.7. Broad Form Contractual Coverage applicable to this specific Contract, including any hold harmless and/or indemnification agreement.

5.4.2.8. Personal Injury coverage with employees and contractual exclusions removed.

5.4.2.9. Additional Insured. The CITY is to be specifically included as an additional insured (including products).

5.4.2.10. Notice of Cancellation and/or Restriction. CONTRACTOR shall provide immediate notice of any CONTRACTOR initiated cancellation, non-renewal or adverse change to the policies required to be obtained and/or maintained pursuant to this Contract. CONTRACTOR shall

immediately forward to the CITY any notice it receives of cancellation, non-renewal or adverse change to the policy that is initiated by the insurer(s).

5.4.2.11. The CONTRACTOR shall either require each subcontractor to procure and maintain, during the life of the subcontract, insurance of the type and in the same amounts specified herein or insure the activities of subcontractors in his own insurance policy.

5.4.3. Business Auto Policy. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Auto Policy filed by the Insurance Service Office and must include:

5.4.3.1. Minimum limit of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.

5.4.3.2. Owned Vehicles.

5.4.3.3. Hired and Non-Owned Vehicles

5.4.3.4. Employee Non-Ownership

5.4.3.4. The CITY shall be listed as an additional insured on auto policies.

5.4.3.5. Notice of Cancellation and/or Restriction. CONTRACTOR shall provide immediate notice of any CONTRACTOR initiated cancellation, non-renewal or adverse change to the policies required to be obtained and/or maintained pursuant to this Contract. CONTRACTOR shall immediately forward to the CITY any notice it receives of cancellation, non-renewal or adverse change to the policy that is initiated by the insurer(s).

5.4.4. All Risk Property Insurance When Applicable. Coverage must include real and personal property and in an amount equal to the replacement cost of all real and personal property of the CITY'S for which the

CONTRACTOR is responsible and over which he exercises control. Builders Risk insurance must be provided to cover Property under construction and an Installation Floater must cover all machinery, vessels, air conditioners or electric generators to be installed. This insurance shall include a waiver of subrogation as to the ENGINEER, the CITY, the CONTRACTOR, and their respective officers, agents, employees, and subcontractors.

5.4.4.1. Coverage to be provided on a full replacement cost basis.

5.4.4.2. Losses in excess of ten thousand dollars (\$10,000) shall be jointly payable to the CONTRACTOR and the CITY.

5.4.4.3. Waiver of occupancy clause or warranty. Policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s) or structure(s) will not be occupied by the CITY.

5.4.4.4. Maximum Deductible - \$5,000 each claim.

5.4.4.5 Notice of Cancellation and/or Restriction. CONTRACTOR shall provide immediate notice of any CONTRACTOR initiated cancellation, non-renewal or adverse change to the policies required to be obtained and/or maintained pursuant to this Contract. CONTRACTOR shall immediately forward to the CITY any notice it receives of cancellation, non-renewal or adverse change to the policy that is initiated by the insurer(s).

5.4.4.6. Flood Insurance. When the buildings or structures are located within an identified special flood hazard area, flood insurance protecting the interest of the CONTRACTOR and the CITY must be afforded for the lesser of the total insurable value of such buildings or structures, or, the maximum amount of flood insurance coverage

available under the National Flood Program.

5.4.5. A Best Rating of no less than A - VIII is required for any carriers providing coverage required under the terms of this Contract. Failure to comply with the insurance requirements as herein provided shall constitute default of this Agreement. Neither CONTRACTOR or any subcontractor shall commence work under the Contract until they have all insurance required under this Section and have supplied the CITY with evidence of such coverage in the form of certified copies of policies (where required) and certificates of insurance, and such policies and certificates have been approved by the CITY. CONTRACTOR shall be responsible for and shall obtain and file insurance certificates on behalf of its subcontractors. All certified copies of policies (where required) and certificates of insurance shall be filed with the CITY. The CITY reserves the right to request additional information regarding any form of insurance or policy obtained or maintained pursuant to this Contract as the CITY deems necessary, and at a frequency the CITY deems necessary, to confirm the requisite insurance remains in effect, at the required levels, for the duration of this Contract. Receipt of Certificates or other documentation of insurance or policies, or copies of policies, by the CITY or by any of its representatives which indicate less coverage than required by this Contract does not constitute waiver of CONTRACTOR'S obligations to fulfill the insurance requirements of this Contract.

## **ARTICLE 6 CONTRACTOR'S RESPONSIBILITIES**

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### **SUPERVISION AND SUPERINTENDENCE:**

6.1. The CONTRACTOR has the obligation to deliver to the CITY the completed job in a good and workmanlike condition. CONTRACTOR shall supervise and direct the Work completely and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures of construction, but

CONTRACTOR shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is required by the Contract Documents. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents. The CONTRACTOR shall bear all losses resulting on account of the weather, fire, the elements, or other causes of every kind or nature prior to Final Acceptance. The supervision of the execution of this contract is vested wholly in the CONTRACTOR.

6.2. The superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the superintendent shall be as binding as if given to CONTRACTOR.

#### **LABOR, MATERIALS AND EQUIPMENT; HOURS OF WORK:**

6.3. CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. CONTRACTOR shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday or any legal holiday without the CITY'S written consent (which shall not be unreasonably withheld) given after prior written notice to ENGINEER. The CONTRACTOR is hereby informed, and understands that unless otherwise approved by the City, the City restricts the work between the hours of 5:00 p.m. and 8:00 a.m., unless emergency conditions exist that are endangering life or property as may be determined by the CITY. If the CONTRACTOR is authorized to operate equipment twenty-four (24) hours per day, the engines shall be provided with residential type silencers approved by the CITY.

6.3.1 The CONTRACTOR shall receive no additional compensation for overtime work. However, additional compensation will be paid to the CONTRACTOR for overtime work only in the event extra work is ordered by the ENGINEER and the change order specifically

authorizes the use of overtime work and then only to such extent as overtime wages are regularly being paid by the CONTRACTOR for overtime work of a similar nature in the same locality.

6.3.2 All costs of inspection and testing performed by the CITY during overtime work by the CONTRACTOR which is allowed solely for the convenience of the CONTRACTOR shall be borne by the CONTRACTOR. The CITY shall have the authority to deduct the cost of all such inspection and testing from any partial payments otherwise due to the CONTRACTOR. For all work performed on holidays and weekends a fee of \$250 per day will be charged to the CONTRACTOR, to cover the cost of Largo Engineering Inspectors. Notice must be submitted at least two whole working days prior to subsequent holiday and/or weekend.

6.4. Unless otherwise specified in the General Requirements, CONTRACTOR shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and final completion of the work.

6.5. All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ENGINEER, CONTRACTOR shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents; but no provision of any such instructions will be effective to assign to the CITY, ENGINEER, or any of the CITY'S or ENGINEER'S consultants, agents or employees, any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

#### **ADJUSTING PROGRESS SCHEDULE:**

6.6 CONTRACTOR shall submit to ENGINEER for review and comment (to the extent indicated in paragraph 2.9) adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the General Requirements applicable thereto.

#### **SUBSTITUTES OR "OR-EQUAL" ITEMS:**

6.7.1. The technical specifications shall govern the use of substitute or "or-equal" items. The procedure for review by ENGINEER will include the following as supplemented in the technical specifications. Requests for review of substitute items of material and equipment will not be accepted by ENGINEER from anyone other than CONTRACTOR. If CONTRACTOR wishes to furnish or use a substitute item of material or equipment, CONTRACTOR shall make written application to ENGINEER for acceptance thereof, certifying that the proposed substitute will perform equally or better the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application will state that the evaluation and acceptance of the proposed substitute will not prejudice CONTRACTOR'S achievement of Substantial Completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with the CITY for work on the Project) to adapt the design to the proposed substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which shall be considered by ENGINEER in evaluating the proposed substitute. ENGINEER may require CONTRACTOR to furnish at CONTRACTOR'S

expense additional data about the proposed substitute.

6.7.2. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, CONTRACTOR may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to ENGINEER, if CONTRACTOR submits sufficient information to allow ENGINEER to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedure for review by ENGINEER will be similar to that provided in paragraph 6.7.1 as applied by ENGINEER and as may be supplemented in the Technical Specifications.

6.7.3. ENGINEER will be allowed a reasonable time within which to evaluate each proposed substitute. ENGINEER will be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without ENGINEER'S prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. The CITY may require the CONTRACTOR to furnish at CONTRACTOR'S expense a special performance guarantee or other surety with respect to any substitute.

#### **CONCERNING SUBCONTRACTORS, SUPPLIERS AND OTHERS:**

6.8.1. CONTRACTOR shall not employ any Subcontractor, Supplier or other person or organization (including those acceptable to the CITY and the ENGINEER as indicated in paragraph 6.8.2), whether initially or as a substitute, against whom the CITY or the ENGINEER may have reasonable objection. CONTRACTOR shall not be required to employ any Subcontractor, Supplier or other person or organization to furnish or perform any of the Work against whom CONTRACTOR has reasonable objection.

6.8.2. If the Technical Specifications or Contract Documents require the identity of certain Subcontractors, Suppliers or other persons or organizations (including those who are to furnish the principal items of materials and



equipment) shall be submitted to the CITY for acceptance by the CITY and ENGINEER, and if CONTRACTOR has submitted a list thereof, the CITY or ENGINEER'S acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case CONTRACTOR shall submit an acceptable substitute. If after bid opening and prior to the award of the contract, the CITY objects to certain suppliers or subcontractors, the CITY may permit CONTRACTOR to submit an acceptable substitute so long as there is no change in the contract price or contract time. If the contract price or contract time is increased, the CITY may return the bid bond and award the contract to the next qualified, competent bidder. If after the award of the contract, the CITY objects to certain suppliers or subcontractors, the CITY shall permit CONTRACTOR to make an appropriate and acceptable substitution which is also acceptable to the CITY. No acceptance by the CITY or the ENGINEER of any such Subcontractor, supplier or other person or organization shall constitute a waiver of any right of the CITY or ENGINEER to reject defective Work.

6.9. CONTRACTOR shall be fully responsible to the CITY and ENGINEER for all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a direct or indirect contract with CONTRACTOR just as CONTRACTOR is responsible for CONTRACTOR'S own acts and omissions. Nothing in the Contract Documents shall create any contractual relationship between the CITY or the ENGINEER and any such Subcontractor, Supplier or other person or organization, nor shall it create any obligation on the part of the CITY or ENGINEER to pay or to see to the payment of any moneys due any such Subcontractor, Supplier or other person or organization except as may otherwise be required by Laws and Regulations.

6.10. The divisions and sections of the Technical Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or

delineating the Work to be performed by any specific trade.

6.11. All Work performed for CONTRACTOR by a Subcontractor will be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of the CITY and the ENGINEER.

#### **PATENT FEES AND ROYALTIES:**

6.12. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use in the performance of Work or the incorporation in the Work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and if to the actual knowledge of the CITY or ENGINEER its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to other, the existence of such rights shall be disclosed by the CITY in the Contract Documents. CONTRACTOR shall indemnify, defend and hold harmless the CITY and anyone directly or indirectly employed by the CITY from and against all claims, damages, losses and expenses (including attorney's fees and court costs) arising out of any claims of an infringement of patent rights, copyrights, trade marks trade secrets or proprietary information incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product or device not specified in the Contract Documents, and shall defend all such claims in connection with any alleged infringement of such rights. This indemnification provision shall survive the termination of this agreement.

#### **PERMITS:**

6.13. CONTRACTOR shall obtain and pay for all construction permits and licenses. The CITY shall assist CONTRACTOR, when necessary, in obtaining such permits and licenses. CONTRACTOR shall pay all governmental charges and inspection fees necessary for prosecution of the Work, which are applicable at the time of opening of Bids. There will be no cost for permits issued by the CITY. CONTRACTOR shall pay all charges of utility for connections to the Work, and the CITY shall pay all charges of such utility owners for

capital costs related thereto such as plant investment fees.

#### **LAWS AND REGULATIONS:**

6.14.1. CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to furnishing and performance of the Work. Except where otherwise expressly required by applicable laws, ordinances, rules and regulations, neither the CITY nor the ENGINEER shall be responsible for monitoring CONTRACTOR'S compliance with any Laws, ordinances, rules or regulations.

6.14.2. If CONTRACTOR observes that the Specifications or Drawings are at variance with any laws, ordinances, rules or regulations, CONTRACTOR shall give CITY and ENGINEER prompt, written notice thereof, and any necessary changes will be authorized by one of the methods indicated in Paragraph 3.4. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules or regulations, and without such notice to the CITY and ENGINEER, CONTRACTOR shall bear all costs arising therefrom; however, it shall not be CONTRACTOR'S primary responsibility to make certain that the Specifications and Drawings are in accordance with such laws, ordinances, rules and regulations.

#### **TAXES:**

6.15. CONTRACTOR shall pay all sales, consumer, use and other similar taxes required to be paid by CONTRACTOR in accordance with the laws, ordinances and regulations of the place of the Project which are applicable during the performance of the Work.

#### **USE OF PREMISES:**

6.16. CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by laws, ordinances, and regulations, rights-of-way, permits and easements, and shall not reasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall

assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against the CITY or ENGINEER by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim. CONTRACTOR shall, to the fullest extent permitted by laws and regulations, indemnify, defend and hold the CITY and ENGINEER harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against the CITY or ENGINEER to the extent based on a claim arising out of CONTRACTOR'S performance of the Work. This indemnification provision shall survive the termination of this agreement.

6.17. During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by the CITY. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents.

6.18. CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

#### **RECORD DOCUMENTS:**

6.19. CONTRACTOR shall maintain in accordance with the Technical Specifications in a safe place at the site one record copy of all Drawings, Specifications, Addenda, Written Amendments, Change Orders, Work Directive Changes, Field Orders, and written interpretations and clarifications (issued pursuant to paragraph 9.4) in good order and annotated to show all changes made during construction. The record documents together with all approved samples

and a counterpart of all approved Shop Drawings will be available to the ENGINEER for reference. Upon completion of the Work, these record documents, samples, and Shop Drawings will be delivered to ENGINEER for the CITY.

#### **SAFETY AND PROTECTION:**

6.20. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.20.1. All employees on the Work and other persons and organizations who may be affected thereby;

6.20.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and

6.20.3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction. CONTRACTOR shall comply with all applicable laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss on or off the Work and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property referred to in paragraph 6.20.2 or 6.20.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work for anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of the CITY or the ENGINEER or anyone employed by

either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER has issued a notice to the CITY and CONTRACTOR in accordance with paragraph 14.13 that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

The safety provisions of applicable laws and building and construction codes shall be observed and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc., to the extent that such provisions are not in conflict with applicable laws.

The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of an and in the course of employment on Work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.

6.21. CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to the CITY.

#### **EMERGENCIES AND PRECAUTIONS DURING ADVERSE WEATHER:**

6.22.1. In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto. CONTRACTOR, without special instruction or authorization from ENGINEER or the CITY, is obligated to act to prevent threatened damage, injury or loss. CONTRACTOR shall give ENGINEER prompt written notice if



CONTRACTOR believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby. If ENGINEER determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Work Directive Change Order or Change Order will be issued to document the consequences of the changes or variations.

6.22.2. During adverse weather, and against the possibility thereof, the CONTRACTOR shall take all necessary precautions to ensure that the Work shall be done in a good and workmanlike condition and is satisfactory in all respects. When required, protection shall be provided by the use of tarpaulins, wood and building paper shelters, or other acceptable means. The CONTRACTOR shall be responsible for all changes caused by adverse weather, including unusually high winds and water levels and he shall take such precautions and procure such additional insurance as he deems prudent. The ENGINEER may suspend construction operations at any time when, in his judgment, the conditions are unsuitable or the proper precautions are not being taken, whatever the weather or water level conditions may be, in any season.

#### **SHOP DRAWINGS AND SAMPLES:**

6.23. After checking and verifying all field measurements and after complying with applicable procedures specified in the General Requirements, CONTRACTOR shall submit to ENGINEER for review in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 2.9), ordinances, rules and all Shop Drawings which will bear the stamp that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission. All submissions will be identified as ENGINEER may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER to review the information as required.

6.24. CONTRACTOR shall also submit to ENGINEER for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will

have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

6.25.1. Before submission of each Shop Drawing or sample CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

6.25.2. At the time of each submission, CONTRACTOR shall give ENGINEER specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER for review of each such variation.

6.26. ENGINEER will review within ten days of receipt thereof, Shop Drawings and samples but ENGINEER'S review will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review of a separate item as such will not indicate review of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review. CONTRACTOR shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER on previous submittals. ENGINEER will review one (1) resubmittal for each shop drawing or product data. All costs of reviewing additional submittals shall be at the CONTRACTOR'S expense.

6.27. ENGINEER'S review of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER'S attention to each such variation at the time of submission as required by paragraph 6.25.2 and ENGINEER has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any review by ENGINEER relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings or from responsibility for having complied with the provisions of paragraph 6.25.1.

6.28. Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER'S review and acceptance of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

#### **CONTINUING THE WORK:**

6.29. CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes or disagreements with the CITY. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted by paragraph 15.5 or as CONTRACTOR and the CITY may otherwise agree in writing.

#### **INDEMNIFICATION:**

6.30. The parties recognize that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless, and defend the City, its commissioners, mayor, officers, employees, agents, and attorneys of, from, and against all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Agreement. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by the City in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against the City and the Contractor hereby

waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement

Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against the City and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. The City shall have the right, at its option, to participate in the defense of any third party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of the City before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by the City and all expenses, including experts' fees, if (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the City, be detrimental in any material respect to the City's reputation; (ii) the third party claim seeks an injunction or equitable relief against the City; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this article violates Section 725.06, Florida Statutes or are unenforceable pursuant to Section 725.06, Florida Statutes.

#### **SPILL OR DISCHARGE OF WASTEWATER OR RECLAIMED WATER**

6.31 The CITY is currently under Consent Order 03-0666 with the Florida Department of Environmental Protection (FDEP). The discharge of wastewater or effluent (reclaimed water) into waters of the State

and/or into canals, ditches, and ponds that are connected to waters of the State is prohibited. Any spill or discharge of wastewater or reclaimed water shall be immediately reported to the CITY ENGINEER ((727) 587-6713), and the CITY'S WASTEWATER COLLECTION SYSTEM MANAGER ((727) 507-4465). In the event of a spill or discharge, the CONTRACTOR shall immediately control, contain, and stop the spill or discharge and shall repair any damage to the CITY'S facilities. The CONTRACTOR shall be responsible for any penalties and costs charged to the CITY by the FDEP and for all costs incurred by the CITY as a result of the CONTRACTOR'S actions or as a result of the CONTRACTOR'S negligence.

Costs charged to the CITY by FDEP are for discharges that have been found not to be due to abnormal events and are, therefore, subject to stipulated penalties pursuant to Paragraph No. 25 of the Consent Order. This paragraph requires the City to pay FDEP stipulated penalties for wastewater discharged from the City System to surface waters that do not qualify as excusable discharges. In accordance with Paragraph 25, the stipulated penalty schedule is as follows: Each category is limited to a daily cumulative maximum amount of \$30,000.00.

| DEP CONSENT ORDER FINE SCHEDULE |                              |
|---------------------------------|------------------------------|
| Amount/Day/Discharge            | Discharge Volume             |
| \$500.00                        | Up to 5,000 gallons          |
| \$1000.00                       | 5,001 to 10,000 gallons      |
| \$2,500.00                      | 10,001 to 25,000 gallons     |
| \$5,000.00                      | 25,001 to 100,000 gallons    |
| \$10,000.00                     | In excess of 100,000 gallons |

The fines, and anticipated costs, which may be incurred by the CITY as a result of the CONTRACTOR'S actions or negligence, shall be paid to the CITY within 30 days, or the costs incurred will be deducted from the total Contract amount.

## ARTICLE 7 - OTHER WORK

### RELATED WORK AT SITE:

7.1. The CITY may perform other work related to the Project at the site by the CITY'S own forces, let other direct contracts therefor which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if CONTRACTOR believes that such performance will involve additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. If the performance of additional Work by other Contractor or the CITY is noted in the Contract Documents, no additional adjustment of time or compensation shall be considered.

7.2. CONTRACTOR shall afford each Utility owner and other contractors who are a party to such a direct contract (or the CITY, if the CITY is performing the additional work with the CITY'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the work with theirs. CONTRACTOR shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the CITY and ENGINEER and the others whose work will be affected. The duties and responsibilities of CONTRACTOR under this paragraph are for the benefit of the CITY and other contractors to the extent that there are comparable provisions for the benefit of CONTRACTOR in said direct contracts between the CITY and other contractors.

7.3. If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor (or the CITY), CONTRACTOR shall inspect and promptly report to ENGINEER in writing any delays, defects or deficiencies in such other work that render it unavailable or unsuitable for such proper execution and results of CONTRACTOR'S work. CONTRACTOR'S failure to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent defects and deficiencies in the other work.

## **COORDINATION:**

7.4. If the CITY contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Technical Specifications and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided in the Technical Specifications. Unless otherwise provided in the Technical Specifications, neither the CITY nor the ENGINEER shall have any authority or responsibility in respect of such coordination.

## **ARTICLE 8 - THE CITY'S RESPONSIBILITIES**

8.1. The CITY shall issue all communications to CONTRACTOR through ENGINEER.

8.2. In case of termination of the employment of ENGINEER, the CITY shall appoint a consultant whose status under the Contract Documents shall be that of the former ENGINEER.

8.3. The CITY shall furnish the data required of the CITY under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in paragraphs 14.4 and 14.13.

8.4. The CITY'S duties in respect of providing lands and easements and providing engineering surveys to establish reference points are set forth in paragraphs 4.1 and 4.4. Paragraphs 4.2.1 and 4.2.2 refer to the CITY'S identifying and making available to CONTRACTOR copies of all reports of explorations and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER in preparing the Drawings and Specifications.

8.5. The CITY is obligated to execute Change Orders as indicated in paragraph 10.4.

8.6. In connection with the CITY'S right to stop Work or suspend Work, see paragraph 13.10 and 15.1. Paragraph 15.2 deals with the CITY'S right to terminate services of CONTRACTOR.

## **ARTICLE 9 - ENGINEER'S STATUS DURING CONSTRUCTION**

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### **CITY'S REPRESENTATIVE:**

9.1. The ENGINEER will be the CITY'S representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER and the CITY'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of the CITY and ENGINEER.

### **VISITS TO SITE:**

9.2. After written notice to proceed with the work, the ENGINEER shall make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents; he will not be responsible for the construction means, methods, procedures, techniques and sequences of construction and he will not be responsible for the CONTRACTOR'S failure to perform the construction Work in accordance with the Contract Documents; he will not be responsible for safety precautions and procedures in connection with the Work; and during such visits and on the basis of his on-site observations, as an experienced and qualified design professional, he will keep the CITY informed of the progress of the work, will endeavor to guard the CITY against defects and deficiencies in the Work of the Contractor and may reject Work as failing to conform to the Contract Documents.

### **PROJECT REPRESENTATION:**

9.3. A Resident Project Representative may be assigned to assist ENGINEER in carrying out his responsibilities to CITY at the site. Resident Project Representative is ENGINEER'S agent at site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding Resident Representative's actions. Resident Project Representative's dealing in matters pertaining to the on-site work shall in general be with ENGINEER and

CONTRACTOR keeping the CITY advised as necessary. Resident Project Representative's dealings with subcontractors shall only be through or with the full knowledge and approval of CONTRACTOR. Resident Project Representative shall generally communicate with the City with the knowledge of and under the direction of ENGINEER.

9.3.1. Resident Project Representative shall where applicable:

9.3.1.1. Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by CONTRACTOR and consult with ENGINEER concerning its general acceptability.

9.3.1.2. Attend meetings with CONTRACTOR, such as pre-construction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

9.3.1.3. Working principally through CONTRACTOR'S superintendent, assist ENGINEER in serving as the CITY'S liaison with CONTRACTOR, when CONTRACTOR'S operations affect the CITY'S on-site operations.

9.3.1.4. Assist in obtaining from the CITY additional details or information, when required for proper execution of the Work.

9.3.1.5. Record date of receipt of Shop Drawings and samples.

9.3.1.6. Receive samples which are furnished at the site by CONTRACTOR, and notify the ENGINEER of availability of samples for examination.

9.3.1.7. Advise the ENGINEER and CONTRACTOR of the commencement of any Work requiring a Shop Drawing if the submittal has not been approved by the ENGINEER.

9.3.1.8. Conduct on-site observations of the Work in progress to assist the ENGINEER in determining if the Work is, in general, proceeding in accordance with the Contract Documents.

9.3.1.9. Report to the ENGINEER whenever Residential Project Representative believes that any Work is unsatisfactory, faulty or defective or does not conform to the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise the ENGINEER of Work that Resident Project Representative believes should be uncovered for observation, or requires special testing, inspection or approval. Nothing herein shall relieve the CONTRACTOR or the ENGINEER from the duties imposed by contract.

9.3.1.10. Verify that tests, equipment and systems start-ups, and operating and maintenance training are conducted in the presence of appropriate personnel, and that CONTRACTOR maintains adequate records thereof; and observe, record and report to the ENGINEER appropriate details relative to the test procedures and start-ups

9.3.1.11. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to the ENGINEER.

9.3.1.12. Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by the ENGINEER.

9.3.1.13. Consider and evaluate CONTRACTOR'S suggestions for modifications in Drawings or Specifications and report with Resident Project Representative's



recommendations to the ENGINEER. Transmit to CONTRACTOR decisions as issued by the ENGINEER.

9.3.1.14. Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Work Directive Changes, Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, ENGINEER'S clarifications and interpretations of the Contract Documents, progress reports, and other Project related documents.

9.3.1.15. Keep a diary or log book, recording CONTRACTOR hours on the job site, weather conditions, data relative to questions of Work Directive Changes, Change Orders or changed conditions, list of job site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to the ENGINEER.

9.3.1.16. Record all names, addresses and telephone numbers of the CONTRACTOR, all subcontractors and major suppliers of material and equipment.

9.3.1.17. Furnish the ENGINEER periodic reports as required of progress of the Work of the CONTRACTOR'S compliance with the progress schedule and schedule of Shop Drawing and sample submittals.

9.3.1.18. Consult with the ENGINEER in advance of schedule major tests, inspections or start of important phases of the Work.

9.3.1.19. Draft proposed Change Orders and Work Directive Changes, obtaining backup material from CONTRACTOR and recommend to the ENGINEER, Change Orders, Work Directive Changes, and Field Orders.

9.3.1.20. Report immediately to the ENGINEER and the CITY upon the occurrence of any accident.

9.3.1.21. Review applications for payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to the ENGINEER, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment delivered at the site but not incorporated in the Work.

9.3.1.22. During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to the ENGINEER for review and forwarding to CITY prior to final payment for the Work.

9.3.1.23. Before the ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.

9.3.1.24. Conduct final inspection in the company of the ENGINEER, the CITY and the CONTRACTOR and prepare a final list of items to be completed or corrected.

9.3.1.25. Observe that all items on final list have been completed or corrected and make recommendations to the ENGINEER concerning acceptance.

9.3.2. The Resident Project Representative shall not:

9.3.2.1. Authorize any deviation from the Contract Documents or substitution of materials or equipment.

9.3.2.2. Exceed limitations of the ENGINEER'S authority as set forth in the Contract Documents.

9.3.2.3. Undertake any of the responsibilities of CONTRACTOR, subcontractors, or CONTRACTOR'S superintendent.

9.3.2.4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.

9.3.2.5. Advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.

9.3.2.6. Accept Shop Drawing or sample submittals from anyone other than CONTRACTOR.

9.3.2.7. Authorize the City to occupy the Project in whole or in part.

9.3.2.8. Participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by the ENGINEER.

#### **CLARIFICATIONS AND INTERPRETATIONS:**

9.4. The ENGINEER will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the ENGINEER may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification of interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 or Article 12.

#### **AUTHORIZED VARIATIONS OF WORK:**

9.5. ENGINEER may authorize minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a field Order and will be binding on the CITY, and also on CONTRACTOR who shall perform the Work involved promptly. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, CONTRACTOR may make a claim therefor as provided in Article 11 and 12. The ENGINEER is not authorized to waive any requirements of this contract or to agree to any increase in the contract price or contract time.

#### **REJECTING DEFECTIVE WORK:**

9.6. The ENGINEER will have authority to disapprove or reject Work which ENGINEER believes to be defective or believes to be in non-conformance with the intent of the contract documents, and will also have authority to require special inspection or testing of the Work as provided in paragraph 13.9, whether or not the Work is fabricated, installed or completed.

#### **SHOP DRAWINGS, CHANGE ORDERS AND PAYMENTS:**

9.7. In connection with ENGINEER'S responsibility for Shop Drawings and samples, see paragraphs 6.23 through 6.28 inclusive.

9.8. In connection with ENGINEER'S responsibilities as to Change Orders, see Article 10, 11, and 12.

9.9. In connection with ENGINEER'S responsibilities in respect of Applications for Payment, etc., see Article 14.

#### **DETERMINATIONS FOR UNIT PRICES:**

9.10. ENGINEER will determine the actual quantities and classifications of Unit Price Work performed by CONTRACTOR. ENGINEER will review with CONTRACTOR ENGINEER'S preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). ENGINEER'S written decisions thereon

will be final and binding upon the CITY or CONTRACTOR unless, within ten days after the date of any such decision, either the CITY or CONTRACTOR delivers to the other party to the Agreement and to ENGINEER written notice of intention to appeal from such a decision.

#### **DECISIONS ON DISPUTES:**

9.11. The ENGINEER will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims under Article 11 and 12 in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER and the other party to the Agreement promptly (but in no event later than ten (10) days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER and the other party within thirty (30) days after such occurrence unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim.

9.12. When functioning as interpreter and judge under paragraphs 9.10 and 9.11, ENGINEER will not show partiality to the CITY or CONTRACTOR. The rendering of a decision by ENGINEER pursuant to paragraphs 9.10 and 9.11 with respect to any such claim, dispute or other matter will be a condition precedent to any exercise by the CITY or the CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter.

#### **LIMITATIONS ON ENGINEER'S RESPONSIBILITIES:**

9.13. Neither ENGINEER'S authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ENGINEER either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER or CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

9.14. Whenever in the Contract Documents the term "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper", or "satisfactory" or adjectives of the like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 9.15 or 9.16.

9.15. ENGINEER will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER will not be responsible to CONTRACTOR for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

9.16. ENGINEER will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

#### **ARTICLE 10 - CHANGES IN THE WORK**

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10.1. Without invalidating the Agreement and without notice to any surety, the CITY may, at any time or from time to time, order additions, deletions or revisions in the Work; these will be authorized by a Written Amendment, a Change Order, or a Work Directive Change. Upon receipt of any such document, CONTRACTOR shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Contract Documents (except as otherwise specifically provided).

10.2. If the CITY and CONTRACTOR are unable to agree as to the extent, if any, of an increase or decrease in the Contract Price or an extension or shortening of the Contract Time that should be allowed as a result of a Work Directive Change, a claim may be made therefore as provided in Article 11 or Article 12.

10.3. CONTRACTOR shall not be entitled to an increase in the Contract Price or an extension of the



Contract Time with respect to any Work performed that is not required by the Contract Documents as amended, modified and supplemented as provided in paragraphs 3.4 and 3.5, except in the case of an emergency as provided in paragraph 6.22.1 and except in the case of uncovering Work as provided in paragraph 13.9.

10.4. The CITY and CONTRACTOR shall execute appropriate Change Orders (or Written Amendments) covering:

10.4.1. Changes in the work which are ordered by the CITY pursuant to paragraph 10.1, are required because of acceptance of defective Work under paragraph 13.13 or correcting defective Work under paragraph 13.14, or are agreed to by the parties.

10.4.2. Changes in the Contract Price or Contract Time which are agreed to by the parties;

10.4.3. Changes in the Contract Price or Contract Time which embody the substance of any written decision rendered by ENGINEER pursuant to paragraph 9.11; provided that, in lieu of executing any such Change Order, an appeal may be taken from any such decision in accordance with the provision of the Contract Documents and applicable Laws and Regulations, but during any such appeal, CONTRACTOR shall carry on the Work and adhere to the progress schedule as provided in paragraph 6.29.

10.5. It is distinctly agreed and understood that any changes made in the Contract Documents for this Work (whether such changes increase or decrease the amount thereof) or any change in the manner or time of payments or time of performance made by the CITY to the CONTRACTOR shall in no way annul, release or affect the liability and surety on the Bonds given by the CONTRACTOR. If notice of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Time) is required by the provisions of any bond to be given to a surety, the giving of any such notice will be CONTRACTOR'S responsibility, and the amount of each applicable Bond will be adjusted accordingly.

10.6. Notwithstanding, anything to the contrary contained within the contract documents, all change orders involving additional cost or extensions of

time, shall be governed by the ordinances of the City of Largo.

## **ARTICLE 11 - CHANGE OF CONTRACT PRICE**

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11.1. The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2. The Contract Price may only be changed by a Change Order or by a Written Amendment. Any claim for an increase or decrease in the Contract Price shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than ten (10) days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within thirty (30) days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by claimant's written statement that the amount claimed covers all known amounts (direct, indirect and consequential) to which the claimant is entitled as a result of the occurrence of said event. All claims for adjustment in the Contract Price shall be determined by ENGINEER in accordance with paragraph 9.11 if the CITY and CONTRACTOR cannot otherwise agree on the amount involved. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance with this paragraph 11.2.

11.3. The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1. Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved (subject to the provisions of paragraphs 11.9.1. through 11.9.3. inclusive).

11.3.2. By mutual acceptance of a lump sum (which shall include an allowance for

overhead and profit in accordance with paragraph 11.6.2.1).

11.3.3. On the basis of the Cost of the Work (determined as provided in paragraphs 11.4 and 11.5) plus a CONTRACTOR'S Fee for overhead and profit (determined as provided in paragraphs 11.6 and 11.7).

#### **COST OF THE WORK:**

11.4. The term Cost of the Work means the sum of all costs necessary incurred and paid by CONTRACTOR in the proper performance of the Work. Except as otherwise may be agreed to in writing by the CITY, such costs shall be in amounts no higher than those prevailing in the locality of the Project, shall include only the following items and shall not include any of the costs itemized in paragraph 11.5:

11.4.1. Payroll costs for employees in the direct employ of CONTRACTOR in the performance of the Work under schedules of job classification agreed upon by the CITY and CONTRACTOR. Payroll costs for employees not employed full time on the Work shall be apportioned on the basis of their time spent on the Work. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits which shall include social security contributions, unemployment, excise and payroll taxes, workers' or workmen's compensation, health and retirement benefits, sick leave, vacation and holiday pay applicable thereto. Such employees shall include superintendents and foremen at the site. The expenses of performing Work after regular working hours, on Saturday, Sunday or legal holidays, shall be included in the above to the extent authorized by the CITY.

11.4.2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to CONTRACTOR unless the CITY deposits funds with CONTRACTOR with which to make payments, in which case the cash discounts shall accrue to the CITY. All trade discounts, rebates and refunds and all returns from sale of surplus materials and equipment shall accrue to the CITY, and

CONTRACTOR shall make provisions so that they may be obtained.

11.4.3. Payments made by CONTRACTOR to the Subcontractors for Work performed by Subcontractors. If required by the CITY, CONTRACTOR shall obtain competitive bids from Subcontractors acceptable to CONTRACTOR and shall deliver such bids to the CITY who will then determine, with the advice of the ENGINEER, which bids will be accepted. If a subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work Plus a Fee, the Subcontractor's Cost of the Work shall be determined in the same manner as CONTRACTOR'S Cost of Work. All subcontracts shall be subject to the other provisions of the Contract Documents insofar as applicable.

11.4.4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants) employed for services specifically related to the Work.

11.4.5. Supplemental costs include the following:

11.4.5.1. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site and tools not owned by the workers, which are consumed in the performance of Work, and cost less market value of such items used but not consumed which remain the property of CONTRACTOR.

11.4.5.2. Rentals of all construction equipment and machinery and the parts thereof whether rented from CONTRACTOR or others in accordance with rental agreements approved by the CITY with the advice of ENGINEER, and the costs of transportation, loading, unloading, installation, dismantling and removal thereof-all in accordance with terms of said rental agreements. The rental of any such equipment, machinery or parts shall cease when the use thereof is no longer necessary for the Work. For special equipment and machinery such as

power driven pumps, concrete mixers, trucks, front end loaders, backhoes, and tractors, or other equipment, required for the economical performance of the authorized Work, the CONTRACTOR shall receive payment based on the weekly rate divided by 40 to arrive at an hourly cost. The weekly rate shall be from the latest edition of the Rental Rate blue book for Construction Equipment, published by Equipment Guide Book Co., reduced by 25 percent. Equipment cost shall be calculated based upon the actual time the equipment is used in the Work. If said Work required the use of machinery not on the Work or not to be used on the Work, the cost of transportation, not exceeding a distance of one hundred (100) miles, of such machinery to and from the Work shall be added to the fair rental rate; provided, however, that this shall not apply to machinery or equipment already required to be furnished under the terms of the Contract.

11.4.5.3. Sales, consumer, use or similar taxes related to the work and for which CONTRACTOR is liable, imposed by laws and regulations.

11.4.5.4. Royalty payments and fees for permits and licenses.

11.4.5.5. The site costs of utilities, fuel and sanitary facilities.

11.4.5.6. Cost of premiums for additional bonds and insurance required because of changes in the Work.

11.5. The term Cost of the Work shall not include any of the following:

11.5.1. Payroll costs and other compensation of CONTRACTOR'S officers, executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by CONTRACTOR whether at the site or in CONTRACTOR'S principal or a

branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in paragraph 11.4.1 or specifically covered by paragraph 11.4.4 -- all of which are to be considered administrative costs covered by the CONTRACTOR'S Fee.

11.5.2. Expenses of CONTRACTOR'S principal and branch offices other than CONTRACTOR'S office at the site.

11.5.3. Any part of CONTRACTOR'S capital expenses, including interest on CONTRACTOR'S capital employed for the Work and charges against CONTRACTOR for delinquent payments.

11.5.4. Cost of premiums for all Bonds and for all Insurance whether or not CONTRACTOR is required by the Contract Documents to purchase and maintain the same (except for the cost of premiums covered by subparagraph 11.4.5.6 above).

11.5.5. Costs due to the negligence or intentional acts of the CONTRACTOR, any Subcontractor, or anyone whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied and making good any damage to property.

11.5.6. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 11.4.

#### **CONTRACTOR'S FEE:**

11.6. The CONTRACTOR'S Fee allowed to CONTRACTOR for overhead and profits shall be determined as follows:

11.6.1. A mutually acceptable fixed fee; or if none can be agreed upon,

11.6.2. A fee based on the following percentages of the various portions of the Cost of the Work:

11.6.2.1. The cost allowance for overhead and profit shall not exceed fifteen percent (15%) of the net cost. If

the work is done by a Subcontractor, he may add ten percent (10%) of his net cost for overhead and profit and the Contractor may add five percent (5%) of the net cost for overhead and profit. If all the work is done by the Contractor, he may add fifteen percent (15%) of the net cost for overhead and profit;

11.6.2.2. See Article 11.6.2.1;

11.6.2.3. No fee shall be payable on the basis of costs itemized under paragraphs 11.4.4, 11.4.5 and 11.5;

11.6.2.4. The amount of credit to be allowed by CONTRACTOR to the CITY for any such change which results in a net decrease in cost will be the amount of the actual net decrease plus a deduction in CONTRACTOR'S Fee by an amount equal to ten percent of the net decrease; and

11.6.2.5. When both additions and credits are involved in any one change, the adjustment in CONTRACTOR'S Fee shall be computed on the basis of the net change in accordance with paragraphs 11.6.2.1 through 11.6.2.4, inclusive.

11.7. Whenever the cost of any Work is to be determined pursuant to paragraph 11.4 or 11.5, CONTRACTOR will submit in form acceptable to ENGINEER an itemized cost breakdown together with supporting data.

#### **CASH ALLOWANCES:**

11.8. It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors or Suppliers and for such sums within the limit of the allowances as may be acceptable to the ENGINEER, CONTRACTOR agrees that:

11.8.1. The allowances include the cost to CONTRACTOR (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the site, and all applicable taxes; and

11.8.2. CONTRACTOR'S costs for unloading and handling on the site, labor, installation costs, overhead, profit and other expenses contemplated for the allowances have been included in the Contract Price and not in the allowances. No demand for additional payment on account of any thereof will be valid.

Prior to final payment, an appropriate Change order will be issued as recommended by ENGINEER to reflect actual amounts due CONTRACTOR on account of Work covered by allowances, and the Contract Price shall be correspondingly adjusted.

#### **UNIT PRICE WORK:**

11.9.1. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classifications of Unit Price Work performed by CONTRACTOR will be made by ENGINEER in accordance with Paragraph 9.10.

11.9.2. Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item.

11.9.3. Where the quantity of any item of Unit Price Work performed by CONTRACTOR differs materially and significantly from the estimated quantity of such item indicated in the Agreement and there is no corresponding adjustment with respect to any other item of Work and if CONTRACTOR believes that CONTRACTOR has incurred additional expense as a result thereof, CONTRACTOR may make a claim for an increase in the Contract Price in accordance with Article 11 if the parties are unable to agree as to the amount of any such increase.

#### **OMITTED WORK:**

11.10. The City may at any time, by written order, without Notice to the Sureties, require omission of such contract work as it may find necessary or desirable. An order for omission of work shall be valid only by an executable change order. All work so ordered must be omitted by the CONTRACTOR. The amount by which the contract price shall be reduced shall be determined as follows:

11.10.1. By such applicable unit prices, or rates for work of a similar nature or character as set forth in the contract; or,

11.10.2. By the appropriate lump sum price set forth in the Contract; or,

11.10.3. By the reasonable and fair estimated cost of such omitted work as determined by the CONTRACTOR and the ENGINEER, and approved by the CITY.

#### **ARTICLE 12 - CHANGE OF CONTRACT TIME**

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12.1. The Contract Time may only be changed by a Change Order or a Written Amendment. Any claim for an extension or shortening of the Contract time shall be based on written notice delivered by the party making the claim to the other party and to ENGINEER promptly (but in no event later than ten days) after the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the extent of the claim with supporting data shall be delivered within thirty days after such occurrence (unless ENGINEER allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled as a result of the occurrence of said event. All claims for adjustment of the Contract Time shall be determined by ENGINEER in accordance with paragraph 9.11 if the CITY and CONTRACTOR cannot otherwise agree. No claim for an adjustment in the Contract Time will be valid if not submitted in accordance with the requirements of this paragraph 12.1.

12.2. The Contract Time will be extended in an amount equal to time lost due to delays caused by

events beyond the control of CONTRACTOR if a claim is made thereof as provided in paragraph 12.1. Such events shall include, but not be limited to acts or neglect by the CITY or others performing additional work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions or acts of God. If abnormal weather conditions are the basis for a Claim for additional time, such Claim shall be submitted within 30 days of occurrence and shall be documented by data substantiating that weather conditions were abnormal for the period of time required for completion of the Work and could not have been reasonably anticipated and that weather conditions had an adverse effect on the scheduled construction.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs) for delay by either party.

12.4 The CONTRACTOR shall not be entitled to any claim for damages on account of hindrances or delays in construction from any cause whatsoever but if occasioned by any act of God, or by any act or omission on the part of the CITY, such act, hindrance or delay may entitle the CONTRACTOR to an extension of time in which to complete the work, provided that the CONTRACTOR gives notice in writing of the cause of such act, hindrance or delay within ten days after its occurrence to the CITY. This paragraph shall include but not be limited to any actions which result in delays in scheduling, substantial changes in scope or work or substantial increases in the cost of performing the work under the Contract Documents

#### **ARTICLE 13 - WARRANTY AND GUARANTEE: TESTS AND INSPECTIONS, CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK**

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##### **WARRANTY AND GUARANTEE:**

13.1. CONTRACTOR warrants and guarantees to the CITY and ENGINEER that all Work will be constructed in accordance with the Contract Documents. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in Article 13. The guarantee shall remain in effect for one year from the date of final acceptance



unless a longer period is specified. The CITY shall give notice of observed defects with reasonable promptness. Unremedied defects identified for correction during the guarantee period but remaining after its expiration shall be considered as part of the obligations of the guarantee. Defects in material, workmanship or equipment which are remedied as a result of obligations of the guarantee shall subject the remedied portion of the work to an extended guarantee period of one year after the defect has been remedied. The Surety shall be bound with and for the Contractor in the Contractor's faithful observance of the guarantee.

#### **ACCESS TO WORK:**

13.2. ENGINEER'S and ENGINEER'S representatives, other representatives of the CITY, testing agencies and governmental agencies with jurisdictional interests will have access to the Work at reasonable times for their observation, inspecting and testing. CONTRACTOR shall provide proper and safe conditions for such access.

#### **TESTS AND INSPECTIONS:**

13.3. CONTRACTOR shall give ENGINEER timely notice of readiness of the Work for all required inspections, tests or approvals.

13.4. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) to specifically be inspected, tested or approved, CONTRACTOR shall assume full responsibility therefor, pay all costs in connection therewith and furnish ENGINEER the required certificates of inspection, testing or approval. CONTRACTOR shall also be responsible for and shall pay all costs in connection with any inspection or testing required in connection with the CITY'S or ENGINEER'S acceptance of a Supplier of materials or equipment proposed to be incorporated in the Work, or of materials or equipment submitted for approval prior to CONTRACTOR'S purchase thereof for incorporation in the Work. The cost of all inspections, tests, and approvals in addition to the above which are required by the Contract Documents shall be paid as specified in the Contract Documents.

13.5. All inspections, tests or approvals other than those required by Laws or Regulations of any public body having jurisdiction shall be performed by organizations acceptable to the CITY (or by ENGINEER if so specified).

13.6. If any Work (including the work of others) that is to be inspected, tested or approved is covered without written concurrence of ENGINEER, it must, if requested by ENGINEER, be uncovered for observation. Such uncovering shall be at CONTRACTOR'S expense unless CONTRACTOR has given ENGINEER timely notice of CONTRACTOR'S intention to cover the same and ENGINEER has not acted with reasonable promptness in response to such notice.

13.7. Neither observations by ENGINEER nor inspections, tests or approvals by others shall relieve CONTRACTOR from CONTRACTOR'S obligation's to perform the Work in accordance with the Contract Documents.

#### **UNCOVERING WORK:**

13.8. If any Work is covered contrary to the request of ENGINEER, it must, if requested by ENGINEER, be uncovered for ENGINEER'S observation and replaced, at CONTRACTOR'S expense.

13.9. If ENGINEER considers it necessary or advisable that covered Work be observed by ENGINEER or inspected or tested by others, CONTRACTOR, at ENGINEER'S request shall uncover, expose or otherwise make available for observation, inspection or testing as ENGINEER may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, CONTRACTOR shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction, (including but not limited to fees and charges of engineers, architects, attorneys and other professionals), and the CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, may make a claim therefor as provided in Article 11. If, however, such Work is not found to be defective, CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction; and if the parties are unable to agree as to the amount or extent thereof. CONTRACTOR may make a claim therefor as provided in Article 11 and 12.

#### **CITY MAY STOP THE WORK:**

13.10. If the Work is defective, or CONTRACTOR fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, the CITY may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the CITY to stop the Work shall not give rise to any duty on the part of the CITY to exercise this right for the benefit of CONTRACTOR or any other party.

#### **CORRECTION OR REMOVAL OF DEFECTIVE WORK:**

13.11. If required by ENGINEER, CONTRACTOR shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by ENGINEER, remove it from the site and replace it with non-defective Work. CONTRACTOR shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby.

#### **ONE YEAR CORRECTION PERIOD:**

13.12. If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, CONTRACTOR shall promptly, without cost to the CITY and in accordance with the CITY'S written instructions, either correct such defective Work, or, if it has been rejected by the CITY, remove it from the site and replace it with non-defective Work. If CONTRACTOR does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, the CITY may have the defective Work corrected or the rejected Work removed and replaced, and all direct, indirect and consequential costs of such removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys and other professionals) will be paid by CONTRACTOR. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications or by Written

Amendment. Nothing herein shall be deemed a waiver of the statute of limitations as provided in Florida Law.

13.13. If instead of requiring correction or removal and replacement of defective Work, the CITY (and prior to ENGINEER'S recommendation of final payment) prefers to accept it, the CITY may do so. CONTRACTOR shall bear all direct, indirect and consequential costs attributable to the CITY'S evaluation of and determination to accept such defective Work (such costs to be approved by ENGINEER as to reasonableness and to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals). If any such acceptance occurs prior to ENGINEER'S recommendation of final payment, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the CITY may make a claim therefor as provided in Article 11. If the acceptance occurs after such recommendation, an appropriate amount will be paid by CONTRACTOR to the CITY.

#### **CITY MAY CORRECT DEFECTIVE WORK:**

13.14. If CONTRACTOR fails within thirty days (30) after written notice of ENGINEER to proceed to correct and to correct defective Work or to remove and replace rejected Work as required by ENGINEER in accordance with paragraph 13.11, or if CONTRACTOR fails to perform the Work in accordance with the Contract Documents, or if CONTRACTOR fails to comply with any other provision of the Contract Documents, the CITY may, after seven days written notice to CONTRACTOR, correct and remedy any such deficiency. In exercising the rights and remedies under this paragraph the CITY shall proceed expeditiously. To the extent necessary to complete corrective and remedial action, the CITY may exclude CONTRACTOR from all or part of the site, take possession of all or part of the Work, and suspend CONTRACTOR'S services related thereto, take possession of CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and incomplete in the Work all materials and equipment stored at the site or for which the CITY has paid CONTRACTOR but which are stored elsewhere. CONTRACTOR shall allow the CITY, the CITY'S representative, agents and employees such access to the site as may be necessary to enable the CITY to exercise the rights and remedies under this paragraph. All direct, indirect and consequential costs of the CITY in

exercising such rights and remedies will be charged against CONTRACTOR in an amount approved as to reasonableness by ENGINEER, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the CITY shall be entitled to an appropriate decrease in the Contract Price, and, if the parties are unable to agree as to the amount thereof, the CITY may make a claim therefor as provided in Article 11. Such direct, indirect and consequential costs will include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all court costs and all costs of repair and replacement of work of other destroyed or damaged by correction, removal or replacement of CONTRACTOR'S defective Work. CONTRACTOR shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by the CITY of the CITY'S rights and remedies hereunder.

#### **ARTICLE 14 - PAYMENTS TO CONTRACTOR AND COMPLETION**

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##### **SCHEDULE OF VALUES:**

14.1. The schedule of values established as provided in paragraph 2.9 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to ENGINEER. Progress payments on account of Unit Price Work will be based on the number of units completed.

##### **APPLICATION FOR PROGRESS PAYMENTS:**

14.2. Unless otherwise prescribed by law, at the end of each month, the CONTRACTOR shall submit to the Engineer for review, an Application for Progress Payment filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application and accomplished by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Progress Payment shall also be accompanied by a Bill of Sale, paid invoice, or other documentation warranting that the CONTRACTOR has received the materials and equipment free and clear of all liens, charges, security interests, and encumbrances (which are hereinafter in these General Conditions referred to as "Liens") and evidence that the materials and equipment are covered by appropriate property

insurance and other arrangements to protect the CITY'S interest therein, all of which shall be satisfactory to the CITY. The amount of retainage with respect to progress payments will be as stipulated in the Agreement. When applicable, the amount of retainage withheld and the schedule for release/payment of any retainage shall be in accordance with the procedures outlined in Section 218.735(8)(a), Florida Statutes. Unless otherwise stated in the Agreement, the term "50-percent completion" shall defined as set forth in Section 218.735(8)(b), Florida Statutes.

##### **CONTRACTOR'S WARRANTY OF TITLE:**

14.3. CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to the CITY no later than the time of payment free and clear of Liens.

##### **REVIEW OF APPLICATIONS FOR PROGRESS PAYMENT:**

14.4. ENGINEER will, within ten days after receipt of each Application for Payment, either indicate in writing a recommendation of payment and present the Application to the CITY, or return the Application to CONTRACTOR indicating in writing ENGINEER'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make necessary corrections and resubmit the Application. Thirty days after receipt of the Application for Payment by the City with ENGINEER'S recommendation, the amount recommended will (subject to the provisions of the last sentence of paragraph 14.7) become due and when due will be paid by the CITY to CONTRACTOR.

14.5. ENGINEER'S recommendation of any payment requested in the Application for Payment shall not prohibit the City from withholding payment or prohibit the City from paying additionally sums regarding other matters or issues between the parties.

14.6. ENGINEER'S recommendation of final payment will constitute an additional representation by ENGINEER to the CITY that the conditions precedent to CONTRACTOR'S being entitled to final payment as set forth in paragraph 14.13 have been fulfilled.

14.7. ENGINEER may refuse to recommend the whole or any part of any payment if, in ENGINEER'S opinion, it would be incorrect to make such representations to the CITY. The ENGINEER may also refuse to recommend any such payment, or,



because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER'S opinion to protect the CITY from loss, including but not limited to:

14.7.1. The Work is defective, or completed Work has been damaged requiring correction or replacement.

14.7.2. The Contract Price has been reduced by Written Amendment or Change Order.

14.7.3. The CITY has been required to correct defective Work or complete Work in accordance with paragraph 13.14, or

14.7.4. Of ENGINEER'S actual knowledge of the occurrence of any of the events enumerated in paragraphs 15.2.1 through 15.2.9 inclusive.

14.7.5. The CITY may refuse to make payment of the full amount recommended by the ENGINEER because claims have been made against the CITY on account of CONTRACTOR'S performance or furnishing of the Work, or there are other items entitling the CITY to credit against the amount recommended, but the CITY must give CONTRACTOR written notice (with a copy to ENGINEER) stating the reasons for such action.

#### **SUBSTANTIAL COMPLETION:**

14.8. When the CONTRACTOR considers the entire Work ready for its intended use, the CONTRACTOR shall notify the CITY and the ENGINEER in writing that the Work is substantially complete and request that the ENGINEER prepare a Certificate of Substantial Completion. Within a reasonable time thereafter, the CITY, the ENGINEER and the CONTRACTOR shall make an inspection of the Work to determine the status of completion. If the ENGINEER does not consider the Work substantially complete, (it is not ready for its intended use) the ENGINEER shall notify the CONTRACTOR in writing giving the reasons therefor. If the ENGINEER considers the Work to be substantially complete, the ENGINEER will prepare and deliver to the CITY for its execution and recordation the Certificate of Substantial Completion signed by the ENGINEER and

CONTRACTOR, which shall fix the Date of Substantial Completion.

14.9. The CITY shall have the right to exclude CONTRACTOR from the Work after the date of Substantial Completion, but the CITY shall allow CONTRACTOR reasonable access to complete or correct items on the "punch list".

#### **PARTIAL UTILIZATION:**

14.10. Use by the CITY of any finished part of the Work, which has specifically been identified in the Contract Documents, or which the CITY, ENGINEER and CONTRACTOR agree constitutes a separately functioning and useable part of the Work that can be used by the CITY without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all Work subject to the following:

14.10.1. The CITY at any time may request CONTRACTOR in writing to permit the CITY to use any such part of the Work which the CITY believes to be ready for its intended use and substantially complete. If CONTRACTOR agrees, CONTRACTOR will certify to the CITY and ENGINEER that said part of the Work is substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. CONTRACTOR at any time may notify the CITY and ENGINEER in writing that CONTRACTOR considers any such part of the Work ready for its intended use and substantially complete and request ENGINEER to issue a certificate of Substantial Completion for that part of the Work. Within a reasonable time after either such request, the CITY, CONTRACTOR and ENGINEER shall make an inspection of that part of Work to determine its status of completion. If ENGINEER does not consider that part of the Work to be substantially complete, ENGINEER will notify the CITY and CONTRACTOR in writing giving the reasons therefor. If ENGINEER considers that part of the Work to be substantially complete, the provisions of paragraphs 14.8 and 14.9 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.

14.10.2. The CITY may at any time request CONTRACTOR in writing to permit the

CITY to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to ENGINEER and within a reasonable time thereafter the CITY, CONTRACTOR and ENGINEER shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of items remaining to be completed or corrected thereon before final payment. If CONTRACTOR does not object in writing to the CITY and ENGINEER that such part of the Work is not ready for separate operation by the CITY, ENGINEER will finalize the list of items to be completed or corrected and will deliver such list to the CITY and CONTRACTOR together with a written recommendation as to the division of responsibilities pending final judgment between the CITY and CONTRACTOR with respect to security, operation, safety, maintenance, utilities, insurance, warranties and guarantees for that part of the Work which will become binding upon the CITY and CONTRACTOR at the time when the CITY takes over such operation (unless they shall have otherwise agreed in writing and so informed ENGINEER). During such operation and prior to Substantial Completion of such part of the Work, the CITY shall allow CONTRACTOR reasonable access to complete or correct items on said list and to complete other related Work.

#### **FINAL INSPECTION:**

14.11. Upon written notice from CONTRACTOR that the entire Work or an agreed portion thereof is complete, ENGINEER will make a final inspection with the CITY and CONTRACTOR and will notify CONTRACTOR in writing of all particulars in which this inspection reveals that the Work is incomplete, defective, or not in accordance with the Contract Documents. CONTRACTOR shall immediately take such measures as are necessary to remedy such deficiencies.

#### **FINAL APPLICATION FOR PAYMENT:**

14.12. After CONTRACTOR has completed in writing all such corrections to the satisfaction of ENGINEER and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, marked-up record documents (as provided in paragraph 6.19) and other documents all

as required by the Contract Documents, and after ENGINEER has indicated in writing that the Work is acceptable and has been completed in conformance with the drawings and specifications and any approved changes thereto, CONTRACTOR may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents.

#### **FINAL PAYMENT AND ACCEPTANCE:**

14.13. Upon receipt of written notice from the CONTRACTOR that the Work has been completed in conformity with the Drawings and Specifications and any approved changes thereto, and receipt of the Final Application for Payment and accompanying documentation, the ENGINEER shall promptly examine the Work and, making such tests as he may deem proper and using all of the care and judgment normally exercised in the examination of completed Work by a properly qualified and experienced Professional ENGINEER, shall satisfy himself that the CONTRACTOR'S statement appears to be correct and the CONTRACTOR'S other obligations under the Contract Documents have been fulfilled. He shall then inform the CITY in writing that he has examined the Work and that it appears, to the best of his knowledge and belief, to conform to the Contract Drawings, Specifications and any approved Change Orders, that the CONTRACTORS other obligations under the Contract Documents have been fulfilled, and that he therefore recommends acceptance of the Work for ownership and Final Payment to the CONTRACTOR. However, it is agreed by the CITY and the CONTRACTOR that such statement by the ENGINEER does not in any way relieve the CONTRACTOR from his responsibility to deliver a fully completed job in a good and workmanlike condition, and does not render the ENGINEER or the CITY liable for any faulty Work done or defective materials or equipment used by the CONTRACTOR.

14.14. Upon final completion and acceptance of the Work in accordance with Paragraph 14.13 of the General Conditions, the CITY shall pay the remainder of the contract price as recommended by ENGINEER as provided in said paragraph 14.13. Prior to final payment, the CONTRACTOR must provide the CITY with waivers of any and all claims and liens from the CONTRACTOR and any and all subcontractors, sub-subcontractors, laborers, or. These waivers are conditions precedent to final payment. The CITY may

withhold amounts it deems necessary to cover any claims of which it has been notified of subcontractors, sub-subcontractors, materialmen, suppliers or others from final payment to the CONTRACTOR

14.15. The ENGINEER will then make a final estimate of the value of all Work done and will deduct therefrom all previous payments which have been made. The ENGINEER will report such estimate to the CITY together with his recommendation as to the acceptance of the Work or his findings as to any deficiencies therein. After receipt and acceptance by the CITY of the properly executed Final Warranty of Title and after approval of the ENGINEER'S estimate and recommendation to the CITY, the CITY will make final payment to the CONTRACTOR of the Amount remaining after deducting all prior payments and all amounts to be kept or retained under the provisions of the Contract Documents, including, but not limited to, Liquidated Damages, as applicable.

14.16. All prior estimates are subject to correction in the final estimate. Thirty days after approval by the CITY of the application for final payment, the amount recommended by ENGINEER shall become due and will be paid to Contractor.

#### **CONTRACTOR'S CONTINUING OBLIGATION:**

14.17. CONTRACTOR'S obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. Neither recommendation of any progress or final payment by ENGINEER, nor the issuance of a Certificate of Substantial Completion, nor any payment by the CITY to CONTRACTOR under the Contract Documents, nor any use or occupancy of the Work or any part thereof by the CITY, nor any act of acceptance by the CITY nor any failure to do so, nor any review and approval of a Shop Drawing or sample submission, nor the issuance of a notice of acceptability by ENGINEER pursuant to paragraph 14.13, nor any correction of defective Work by the CITY will constitute an acceptance of Work not in accordance with the Contract Documents or a release of CONTRACTOR'S obligation to perform the Work in accordance with the Contract Documents.

#### **ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION**

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##### **CITY MAY SUSPEND WORK:**

15.1. The CITY may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if CONTRACTOR makes an approved claim therefor as provided in Articles 11 and 12.

##### **CITY MAY TERMINATE**

15.2. Upon the occurrence of any one or more of the following events:

15.2.1. If CONTRACTOR commences a voluntary case under any chapter of the Bankruptcy Code (Title 11, United States Code), as now or hereafter in effect, or if CONTRACTOR takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such timing relating to the bankruptcy or insolvency;

15.2.2. If a petition is filed against CONTRACTOR under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against CONTRACTOR under any other federal or state law in effect at the time relating to bankruptcy or insolvency;

15.2.3. If CONTRACTOR makes a general assignment for the benefit of creditors;

15.2.4. If a trustee, receiver, custodian or agent of CONTRACTOR is appointed under applicable law or under contract, whose appointment or authority to take charge of property of CONTRACTOR is for the purpose of enforcing a Lien against such property or for the purpose of general administration of such property for the benefit of CONTRACTOR'S creditors;

15.2.5. If CONTRACTOR admits in writing an inability to pay its debts generally as they become due;

15.2.6. If CONTRACTOR fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.9 as revised from time to time);

15.2.7. If CONTRACTOR disregards Laws or Regulations of any public body having jurisdiction;

15.2.8. If CONTRACTOR disregards the authority of ENGINEER; or

15.2.9. If CONTRACTOR otherwise violates any provisions of the Contract Documents;

15.3. The CITY may, after giving CONTRACTOR and Surety seven days written notice of any default and to the extent permitted by Laws and Regulations, terminate the services of CONTRACTOR, exclude CONTRACTOR from the site and take possession of the Work and of all CONTRACTOR'S tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the site or for which the CITY has paid CONTRACTOR but which are stored elsewhere, and finish the Work as the CITY may deem expedient. In such case CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the expense of completing the work including compensation for additional managerial and administrative services, plus the CITY'S direct, indirect and consequential losses, damages and costs because of the CONTRACTOR'S default (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals and court costs) such excess will be paid to CONTRACTOR. If such expenses and costs plus the CITY'S losses and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to the CITY promptly on demand. Such costs incurred by the CITY will be approved as to reasonableness by ENGINEER and incorporated in a Change Order, but when exercising any rights or remedies under this paragraph the CITY shall not be required to obtain the lowest price for the work performed.

15.4. Where CONTRACTOR'S services have been so terminated by the CITY, the termination will not affect any rights or remedies of the CITY against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by the CITY will not release CONTRACTOR from liability.

15.5. The CITY may terminate this Contract without cause by giving seven (7) days prior written notice to the Contractor, and in such event, the CITY will pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the Work completed as of the Date of Termination, plus reasonable termination expenses. The CITY also will reimburse the CONTRACTOR for all costs necessarily incurred for organizing and carrying out the stoppage of the Work and paid directly by the CONTRACTOR, not including overhead, general expenses or profit. The CITY will not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments to subcontractors or material men or for penalties or damages for canceling such contractual commitments, (with the exception that the CITY shall reimburse the CONTRACTOR for major materials or equipment purchased before termination if the CONTRACTOR can show proof of said purchases prior to notice of termination) inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. In the event of termination by the CITY, the CITY may require the CONTRACTOR promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and other commitments which the CITY, in its sole discretion, chooses to take by assignment, and in such event the CONTRACTOR shall promptly execute and deliver to the CITY written assignments of the same.

#### **FISCAL NON-FUNDING**

15.6. In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the Contractor of such occurrence and contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.

#### **CONTRACTOR MAY STOP WORK OR TERMINATE:**

15.7. If, through no act or fault of CONTRACTOR, the Work is suspended for a period of

more than ninety (90) days by the CITY or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within thirty (30) days after it is submitted, or the CITY fails for sixty (60) days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven (7) days written notice to the CITY and ENGINEER, terminate the Agreement and the CITY will pay the CONTRACTOR for that portion of the Contract Sum, less the aggregate of previous payments, allocable to the work completed as of the Date of Termination plus reasonable termination expenses. The CITY will not be responsible to reimburse the CONTRACTOR for any continuing contractual commitments for canceling such contractual commitments inasmuch as the CONTRACTOR shall make all subcontracts and other commitments subject to this provision. The CITY may require the CONTRACTOR promptly to assign to it all or some subcontracts, construction, plant, materials, tools, equipment, appliances, rental agreements, and any other commitments which the CITY, in its sole discretion, chooses to take by assignment, and in such event the CONTRACTOR shall promptly execute and deliver to the CITY written assignments of the same. In addition and in lieu of terminating the Agreement, if ENGINEER has failed to act on an Application for Payment or the CITY has failed to make any payment as aforesaid, CONTRACTOR may upon seven (7) days written notice to the CITY and ENGINEER stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve CONTRACTOR of the obligations under paragraph 6.29 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the CITY.

## **ARTICLE 16 - MISCELLANEOUS**

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### **GIVING NOTICE:**

16.1. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

### **COMPUTATION OF TIME:**

16.2. When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

### **NO LIMITATION OF RIGHTS AND REMEDIES:**

16.3. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.30, 13.1, 13.12, 13.14, 14.3 and 15.2 and all of the rights and remedies available to the CITY and ENGINEER thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee or by other provisions of the Contract Documents, and the provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty obligation, right and remedy to which they apply. All representations warranties and guarantees made in the Contract Documents will survive final payment and termination or completion of the Agreement.

### **ACCIDENT AND PREVENTION:**

16.4. The safety provisions of applicable laws and building and construction codes shall be observed by CONTRACTOR and the Contractor shall take or cause to be taken such additional safety and health measures as the Local Public Agency involved may determine to be reasonably necessary. Machinery, equipment and all hazards shall be guarded in accordance with the safety provisions of the "Manual of Accident Prevention in Construction" as published by the Associated General Contractors of America, Inc. to the extent that such provisions are not in conflict with applicable laws. The Contractor shall maintain an accurate record of all cases of death, occupational disease, or injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment on Work under the Contract. The Contractor shall promptly furnish the Local Public Agency with reports concerning these matters.



16.5. In the event the CITY is prevented from proceeding with any or all of this Work as stated in this Contract, due to a declaration of war, or national emergency, by the United States government, whereas the construction of the type contracted for herein is specifically prohibited by statute or governmental edict, or due to the stoppage of construction caused by any governmental agency, State, City, Town, or County regulations, orders, restrictions, or due to circumstances beyond the CITY'S control, then the CITY herein reserves the right to either suspend the Work to be done for an indefinite period of time or to cancel this Agreement outright by giving notice by registered mail of such intention to the CONTRACTOR herein. In the event of any conditions above mentioned occurring after the Work herein has already been commenced, then the CITY herein shall be liable for only the cancellation or suspension without the addition of prospective profits or other changes whatsoever.

#### **FLORIDA PRODUCTS AND LABOR**

16.6. The CONTRACTOR'S attention is called to Section 255.04, Florida Statutes, which requires that on public building contracts, Florida products and labor shall be used wherever price and quality are equal.

#### **EMPLOYEES:**

16.7. All labor described in these specifications or indicated on the Drawings and the Work specified or indicated shall be executed in a thoroughly substantial and workmanlike manner by mechanics skilled in the applicable trades.

16.8. Any person employed on the Work who fails, refuses or neglects to obey the instructions of the CONTRACTOR in anything relating to this Work or who appears to the CITY to be disorderly, intoxicated, insubordinate, or incompetent, shall upon the order of the CITY, be at once discharged and not again employed in any part of the Work. Any interference with, or abuse or threatening conduct toward the CITY, ENGINEER or their inspectors by the CONTRACTOR or his employees or agents, shall be authority for the CITY to annul the Contract and re-let the Work. No intoxicating substance shall be allowed on the Work site.

#### **NON-DISCRIMINATION:**

16.9. The CONTRACTOR shall not discriminate against employees or applicants for employment because of race, creed, color, religion, sex,

age, handicapped status, disabilities, or national origin. The CONTRACTOR will endeavor to ensure that applicants are employed and that employees are treated during employment, without regard to their race, creed, color, religion, sex, age, handicapped status, or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. These provisions apply to all subcontractors as well.

#### **ASSIGNMENT:**

16.10. This Agreement, nor any monies due hereunder, or any part thereof, shall not be assigned, or transferred, by CONTRACTOR, nor shall the CITY be liable to any assignee or transferee, without the written consent of the CITY, to the assignment, or transfer. The CITY shall not release or discharge CONTRACTOR from any obligation hereunder. The CITY shall not approve an assignment or transfer unless the Surety on the Contract Performance and Payment Bonds has informed the CITY in writing that it consents to the assignment or transfer.

#### **GOVERNING LAW; JURISDICTION AND VENUE:**

16.11. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida without regard to the conflicts or choice of law principals thereof. Each of the parties hereto: (a) irrevocably submits itself to the exclusive jurisdiction of the State of Florida, and agree that venue shall lie exclusively in the Sixth Judicial Circuit Court in and for Pinellas County, Florida for any state court action arising out of this Agreement, and exclusively in the United States District Court for the Middle District of Florida, Tampa Division, for any federal court action arising out of this Agreement; (b) waives and agrees not to assert against any party hereto, by way of motion, as a defense or otherwise, in any suit, action or other proceeding, (i) any claim that it is not personally subject to the jurisdiction of the above-named courts for any reason whatsoever, and (ii) any claim that such suit, action, or proceeding by any party hereto is brought in an inconvenient form or that venue of such suit, action, or proceeding is improper or that this Agreement or the

subject matter hereof may not be enforced in or by such courts.

**ASBESTOS:**

16.12. If the CONTRACTOR during the course of the Work observes the existence of asbestos in any structure, building or facility, the CONTRACTOR shall promptly notify the CITY and the ENGINEER. The CITY shall consult with the ENGINEER regarding removal or encapsulation of the asbestos material and the

CONTRACTOR shall not perform any Work pertinent to the asbestos material prior to receipt of special instructions from the CITY through the ENGINEER.

**RIGHT TO AUDIT:**

16.13. If the CONTRACTOR submits a claim to the CITY for additional compensation, the CITY shall have the right, as a condition to considering the claim, and as a basis for evaluation of the claim, and until the claim has been settled, to audit the CONTRACTOR'S books to the extent they are relevant. This right shall include the right to examine books, records, documents, and other evidence and accounting procedures and practices, sufficient to discover and verify all direct and indirect costs of whatever nature claimed to have been incurred or anticipated to be incurred and for which claim has been submitted. The right to audit shall include the right to inspect the CONTRACTOR'S plants, or such parts thereof, as may be or have been engaged in the performance of the Work. The CONTRACTOR further agrees that the right to audit encompasses all subcontracts and is binding upon all subcontractors. The rights to examine and inspect herein provided for shall be exercisable through such representatives as the CITY deems desirable during the CONTRACTOR'S normal business hours at the office of the CONTRACTOR. The accounting records and documents, and other financial data, and upon request, shall submit true copies of requested records to the CITY.

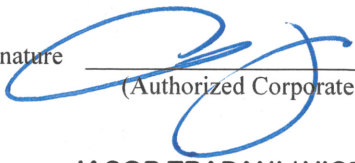
**CONTRACTOR'S PUBLIC RECORDS OBLIGATIONS**

16.14 Pursuant to Section 119.0701, Florida Statutes, for any tasks performed by Contractor when acting as an agent of the City, Contractor shall: (a) keep and maintain all public records, as that term is defined in Chapter 119, Florida Statutes ("Public Records"), that

ordinarily and necessarily would be required by the City in order to perform the work contemplated by this Contract; (b) provide the public with access to Public Records, on the same terms and conditions that the City would provide the records and at a cost that does not exceed the costs provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (c) ensure that Public Records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; (d) meet all requirements for retaining Public Records and transfer, at no cost, to the City all public records in possession of the Contractor within thirty (30) days after termination of this Contract, however terminated, and destroy any duplicate Public Records that are exempt or confidential and exempt from public records disclosure requirements and provide the City with a letter confirming that this has been done within thirty (30) days of the termination of this Contract. All Public Records stored electronically must be provided to the City in a format that is compatible with the information technology of the City. If Contractor does not comply with a public records request, the City may pursue any and all remedies available in law or equity, including but not limited to specific performance. The provisions of this section only apply to those tasks in which Contractor is acting as an agent of the City.

Company: BLD SERVICES, LLC

Date SEPTEMBER 14, 2018

Signature  (Authorized Corporate Officer)

JACOB TRAPANI / VICE PRESIDENT

**JACOB TRAPANI / VICE PRESIDENT**  
(Typed/Printed)

Corporate Seal

JACOB TRAPANI / VICE PRESIDENT

GC-41





PO Box 296  
Largo, FL 33779  
Largo.com

## City of Largo, Florida

Post Office Box 296, Largo, Florida 33779-0296

Office of Management and Budget

Administration (727) 587-6727  
FAX (727) 586-7420

### **CITY OF LARGO, FLORIDA ADDENDUM #1 TO INVITATION FOR BID**

**FOR**

### **TRENCHLESS SANITARY AND STORM SEWER REHABILITATION BID #19-B-645**

---

**TO:** Potential Bidders

**FROM:** Joan Wheaton , Procurement Analyst  
Jerald Woloszynski, P.E., Director

**DATE:** August 24, 2018

**PLEASE NOTE THE ATTACHED CHANGES TO BID NUMBER 19-B-645**

**SEE ATTACHED PAGE: A-1**

Questions concerning this addendum should be directed to Robert C. Hatton, Engineer II, Engineering Services Department, (727) 587-6713.

~~~~~

**Please return the signed original of this Addendum with your Bid package.**

I have read and understand the Addendum to **Bid Number 19-B-645**

Signature

Firm BLD SERVICES, LLC

Typed Name and Title JACOB TRAPANI / VICE PRESIDENT

ADDENDUM NO. 1  
TRENCHLESS SANITARY AND STORM SEWER REHABILITATION  
Bid No. 19-B-645

Addendum No. 1, dated August 24, 2018 to the drawings, specifications and contract documents for the above referenced project, is hereby declared a part of the original drawings, specifications and contract documents, and in case of conflict, the following Addendum shall govern.

Instructions:

Bidders shall acknowledge receipt of this Addendum by writing the words "Addendum No. 1" on the envelope in which the proposal is submitted.

Description:

Summary of Work, Scope of Work section, paragraph two, is revised as follows:

The work shall be performed by annual bid, without an estimated or guaranteed quantity of work to be performed The term of this bid will be from the date of award through September 30, 2020 (~~2016~~). The City of Largo reserves the right to extend the contract for two additional one year extensions with the approval of the contractor. The quantities identified in the Schedule of Bid Prices are for comparison only. The locations of rehabilitation work will be as directed by the City of Largo designated representative. The City of Largo will issue task orders to the contractor on an as needed basis.



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FAX (727) 586-7420

### **CITY OF LARGO, FLORIDA ADDENDUM #2 TO INVITATION FOR BID**

**FOR**

### **TRENCHLESS SANITARY AND STORM SEWER REHABILITATION BID #19-B-645**

---

**TO:** Potential Bidders

**FROM:** Joan Wheaton , Procurement Analyst  
Jerald Woloszynski, P.E., Director

**DATE:** September 11, 2018

**PLEASE NOTE THE ATTACHED CHANGES TO BID NUMBER 19-B-645**

**SEE ATTACHED PAGES: A-1, A-2, A-3**

Questions concerning this addendum should be directed to Robert C. Hatton, Engineer II, Engineering Services Department, (727) 587-6713.

~~~~~  
**Please return the signed original of this Addendum with your Bid package.**

I have read and understand the Addendum to **Bid Number 19-B-645**

Signature \_\_\_\_\_

Firm **BLD SERVICES, LLC**

Typed Name and Title **JACOB TRAPANI / VICE PRESIDENT**

ADDENDUM NO. 2  
TRENCHLESS SANITARY AND STORM SEWER REHABILITATION

Bid No. 19-B-645

Addendum No. 2, dated September 11, 2018 to the drawings, specifications and contract documents for the above referenced project, is hereby declared a part of the original drawings, specifications and contract documents, and in case of conflict, the following Addendum shall govern.

Instructions:

Bidders shall acknowledge receipt of this Addendum by writing the words "Addendum No. 2" on the envelope in which the proposal is submitted.

Responses to Bidder's Questions

Question:

Item 1, 8-inch CIPP x 6mm, is the 6mm a finished design or the manufactured design thickness?

Response:

*This is the manufactured design thickness.*

Question:

Item 7 thru 29 CIPP x ?mm thickness, all liner thicknesses appear to be very thin, all being enough that the thickness variance will be used fully and not just a percentage. Can the design thickness be increased to assumed thickness on these items?

Answer:

*The design thickness will be decided on a case by case basis per project location and can be increased by increments of 1.5 mm beyond the initial thickness per pipe diameter as shown on the schedule of bid prices.*

Question:

Will all laterals be grouted after reinstatement or only the laterals that are actively leaking?

Response:

*All laterals will be grouted after reinstatement.*

Question:

Must the bidders bid on every group?

Response:

*No. Bidders are only required to bid on the groups of items containing products or services that their company provides. However we request that all bidders submit bids for Group 5 "Common Work Tasks".*

Question:

Can we Please be Supplied with the previous bid tabulations to this contract?

Response:

*See page A-3 for the bid tabulation to the Trenchless Sanitary Storm Sewer Rehabilitation Bid 16-B-534 awarded in 2016.*



Project Name: TRENCHLESS SANITARY AND STORM SEWER REHABILITATION

Bid No. 16-B-534  
Project Number: 2016-01

Lowest Bid  
Second Lowest Bid  
Highest Bid

|                                                                   |                                                                                               | Contractor: |          | BLD Services, LLC | LMK Pipe Renewal, LLC | J.T.V. Inc. | Insituform Technologies, LLC | Miller Pipeline, LLC | Layne Inliner, LLC | Kenny Construction Co. | Select Environmental Services, Inc. |
|-------------------------------------------------------------------|-----------------------------------------------------------------------------------------------|-------------|----------|-------------------|-----------------------|-------------|------------------------------|----------------------|--------------------|------------------------|-------------------------------------|
| NUMBER                                                            | ITEM                                                                                          | Unit        | QUANTITY | Unit Cost         | Unit Cost             | Unit Cost   | Unit Cost                    | Unit Cost            | Unit Cost          | Unit Cost              | Unit Cost                           |
| <b>Group 1: Cured-In-Place Pipe (CIPP) Main Line Lining</b>       |                                                                                               |             |          |                   |                       |             |                              |                      |                    |                        |                                     |
| 1                                                                 | 8 in. x 6 mm CIPP                                                                             | LF          | 10,000   |                   |                       | \$30.00     | \$31.10                      | \$27.00              | \$38.00            | \$32.30                |                                     |
| 2                                                                 | Cost for each 1.5 mm Increase in Thickness of 8 in. Liner                                     | LF          | 10,000   |                   |                       | \$1.00      | \$1.50                       | \$3.00               | \$1.00             | \$1.00                 |                                     |
| 3                                                                 | 10 in. x 6 mm CIPP                                                                            | LF          | 5,000    |                   |                       | \$32.00     | \$36.00                      | \$31.00              | \$40.00            | \$37.00                |                                     |
| 4                                                                 | Cost for each 1.5 mm Increase in Thickness of 10 in. Liner                                    | LF          | 5,000    |                   |                       | \$1.00      | \$1.70                       | \$3.00               | \$1.50             | \$1.00                 |                                     |
| 5                                                                 | 12 in. x 6 mm CIPP                                                                            | LF          | 2,500    |                   |                       | \$35.00     | \$41.80                      | \$37.00              | \$45.00            | \$45.00                |                                     |
| 6                                                                 | Cost for each 1.5 mm Increase in Thickness of 12 in. Liner                                    | LF          | 2,500    |                   |                       | \$1.25      | \$2.20                       | \$3.00               | \$2.50             | \$2.50                 |                                     |
| 7                                                                 | 15 in. x 6 mm CIPP                                                                            | LF          | 1,000    |                   |                       | \$45.00     | \$59.20                      | \$49.00              | \$105.00           | \$50.00                |                                     |
| 8                                                                 | Cost for each 1.5 mm Increase in Thickness of 15 in. Liner                                    | LF          | 2,000    |                   |                       | \$1.50      | \$2.50                       | \$3.00               | \$3.50             | \$3.00                 |                                     |
| 9                                                                 | 18 in. x 6 mm CIPP                                                                            | LF          | 1,000    |                   |                       | \$65.00     | \$80.90                      | \$65.00              | \$110.00           | \$55.00                |                                     |
| 10                                                                | Cost for each 1.5 mm Increase in Thickness of 18 in. Liner                                    | LF          | 2,000    |                   |                       | \$3.00      | \$3.30                       | \$4.00               | \$4.50             | \$4.00                 |                                     |
| 11                                                                | 21 in. x 7.5 mm CIPP                                                                          | LF          | 250      |                   |                       | \$85.00     | \$104.00                     | \$94.00              | \$140.00           | \$75.00                |                                     |
| 12                                                                | Cost for each 1.5 mm Increase in Thickness of 21 in. Liner                                    | LF          | 500      |                   |                       | \$0.50      | \$0.50                       | \$5.50               | \$5.50             | \$5.00                 |                                     |
| 13                                                                | 24 in. x 7.5 mm CIPP                                                                          | LF          | 500      |                   |                       | \$95.00     | \$119.50                     | \$113.00             | \$90.00            | \$85.00                |                                     |
| 14                                                                | Cost for each 1.5 mm Increase in Thickness of 24 in. Liner                                    | LF          | 1,500    |                   |                       | \$3.00      | \$4.90                       | \$5.50               | \$7.50             | \$6.00                 |                                     |
| 15                                                                | 30 in. x 9 mm CIPP                                                                            | LF          | 500      |                   |                       | \$155.00    | \$174.10                     | \$137.25             | \$110.00           | \$105.00               |                                     |
| 16                                                                | Cost for each 1.5 mm Increase in Thickness of 30 in. Liner                                    | LF          | 1,500    |                   |                       | \$4.50      | \$5.50                       | \$6.50               | \$8.50             | \$7.00                 |                                     |
| 17                                                                | 36 in. x 10.5 mm CIPP                                                                         | LF          | 500      |                   |                       | \$185.00    | \$227.60                     | \$160.60             | \$130.00           | \$141.00               |                                     |
| 18                                                                | Cost for each 1.5 mm Increase in Thickness of 36 in. Liner                                    | LF          | 1,500    |                   |                       | \$5.50      | \$7.20                       | \$6.50               | \$10.00            | \$9.00                 |                                     |
| 19                                                                | 42 in. x 10.5 mm CIPP                                                                         | LF          | 400      |                   |                       | \$205.00    | \$269.20                     | \$250.00             | \$160.00           | \$187.00               |                                     |
| 20                                                                | Cost for each 1.5 mm Increase in Thickness of 42 in. Liner                                    | LF          | 1,200    |                   |                       | \$7.00      | \$7.00                       | \$6.50               | \$11.50            | \$11.00                |                                     |
| 21                                                                | 48 in. x 12 mm CIPP                                                                           | LF          | 400      |                   |                       | \$255.00    | \$358.00                     | \$300.00             | \$195.00           | \$207.00               |                                     |
| 22                                                                | Cost for each 1.5 mm Increase in Thickness of 48 in. Liner                                    | LF          | 1,200    |                   |                       | \$12.00     | \$9.50                       | \$10.00              | \$13.00            | \$14.00                |                                     |
| 23                                                                | 54 in. x 12 mm CIPP                                                                           | LF          | 300      |                   |                       | \$320.00    | \$418.00                     | \$400.00             | \$230.00           | \$345.00               |                                     |
| 24                                                                | Cost for each 1.5 mm Increase in Thickness of 54 in. Liner                                    | LF          | 900      |                   |                       | \$18.00     | \$10.50                      | \$12.50              | \$14.50            | \$17.00                |                                     |
| 25                                                                | 60 in. x 12 mm CIPP                                                                           | LF          | 300      |                   |                       | \$350.00    | \$486.00                     | \$475.00             | \$310.00           | \$377.00               |                                     |
| 26                                                                | Cost for each 1.5 mm Increase in Thickness of 60 in. Liner                                    | LF          | 900      |                   |                       | \$24.00     | \$11.80                      | \$15.00              | \$16.00            | \$18.00                |                                     |
| 27                                                                | 72 in. x 12 mm CIPP                                                                           | LF          | 300      |                   |                       | \$500.00    | \$735.00                     | \$693.00             | \$600.00           | \$473.00               |                                     |
| 28                                                                | Cost for each 1.5 mm Increase in Thickness of 72 in. Liner                                    | LF          | 1,200    |                   |                       | \$30.00     | \$14.30                      | \$17.50              | \$18.00            | \$25.00                |                                     |
| 29                                                                | 84 in. x 12 mm CIPP                                                                           | LF          | 200      |                   |                       | \$800.00    | \$1,044.70                   | \$1,100.00           | \$7,700.00         | \$665.00               |                                     |
| 30                                                                | Cost for each 1.5 mm Increase in Thickness of 84 in. Liner                                    | LF          | 600      |                   |                       | \$40.00     | \$18.70                      | \$20.00              | \$20.00            | \$35.00                |                                     |
| <b>Group 2: Fold and Form Liner - PVC</b>                         |                                                                                               |             |          |                   |                       |             |                              |                      |                    |                        |                                     |
| 31                                                                | 8" Fold and Form PVC Liner                                                                    | LF          | 8,000    |                   |                       |             |                              | \$23.00              |                    |                        |                                     |
| 32                                                                | 10" Fold and Form PVC Liner                                                                   | LF          | 2,500    |                   |                       |             |                              | \$27.50              |                    |                        |                                     |
| 33                                                                | 12" Fold and Form PVC Liner                                                                   | LF          | 2,500    |                   |                       |             |                              | \$33.00              |                    |                        |                                     |
| <b>Group 3: Cured-In-Place Pipe (CIPP) Service Lateral Lining</b> |                                                                                               |             |          |                   |                       |             |                              |                      |                    |                        |                                     |
| 34                                                                | Initial Service Lateral CCTV Inspection (4"-6") From Main, Up To 30 LF                        | EA          | 250      | \$250.00          | \$160.00              | \$250.00    |                              | \$176.00             |                    |                        | \$150.00                            |
| 35                                                                | Initial Service Lateral CCTV Inspection (4"-6"), From Main, Per LF, Beyond Initial 30 Ft.     | LF          | 3,750    | \$0.25            | \$0.01                | \$0.25      |                              | \$-                  |                    |                        | \$3.00                              |
| 36                                                                | Initial Service Lateral CCTV Inspection (4"-6") From Clean Out, Up To 30 LF                   | EA          | 250      | \$125.00          | \$160.00              | \$150.00    |                              | \$176.00             |                    |                        | \$200.00                            |
| 37                                                                | Initial Service Lateral CCTV Inspection (4"-6") From Clean Out, Per LF, Beyond Initial 30 Ft. | LF          | 3,750    | \$0.25            | \$0.01                | \$0.50      |                              | \$0.01               |                    |                        | \$3.00                              |
| 38                                                                | CIPP Lateral Liner, 4" - 6" Dia. Up To 30 LF, with Main/Lateral Connection System             | EA          | 250      | \$2,950.00        | \$3,350.00            | \$2,800.00  |                              | \$3,985.00           |                    |                        | \$2,600.00                          |
| 39                                                                | CIPP Lateral Liner, 4" - 6" Dia. Per LF Beyond Initial 30 Ft.                                 | LF          | 3,750    | \$10.00           | \$25.00               | \$25.00     |                              | \$27.50              |                    |                        | \$50.00                             |
| 40                                                                | Clean-Out Installation in Grass Area (Up to 5 ft. in depth)                                   | EA          | 100      | \$750.00          | \$950.00              | \$700.00    |                              | \$1,045.00           |                    |                        | \$850.00                            |
| 41                                                                | Clean-Out Installation in Asphalt Area (Up to 5 ft. in depth)                                 | EA          | 10       | \$800.00          | \$1,050.00            | \$1,200.00  |                              | \$1,155.00           |                    |                        | \$1,200.00                          |
| 42                                                                | Clean-Out Installation in Concrete Area (Up to 5 ft. in depth)                                | EA          | 100      | \$800.00          | \$1,150.00            | \$1,200.00  |                              | \$1,265.00           |                    |                        | \$1,400.00                          |
| 43                                                                | Clean-Out Installation (Beyond 5 ft. in depth)                                                | VF          | 150      | \$50.00           | \$200.00              | \$150.00    |                              | \$220.00             |                    |                        | \$250.00                            |
| <b>Group 4: Joint Sealing with Chemical Grout</b>                 |                                                                                               |             |          |                   |                       |             |                              |                      |                    |                        |                                     |
| 44                                                                | Test Joint - 8" Dia.                                                                          | EA          | 3,000    |                   |                       | \$15.00     |                              | \$27.50              |                    |                        | \$25.00                             |
| 45                                                                | Test Joint - 10" Dia.                                                                         | EA          | 1,000    |                   |                       | \$15.00     |                              | \$27.50              |                    |                        | \$25.00                             |
| 46                                                                | Test Joint - 12" Dia.                                                                         | EA          | 1,000    |                   |                       | \$18.00     |                              | \$27.50              |                    |                        | \$25.00                             |
| 47                                                                | Grout Seal Failed Joints - 8" Dia                                                             | EA          | 2,000    |                   |                       | \$45.00     |                              | \$27.50              |                    |                        | \$25.00                             |
| 48                                                                | Grout Seal Failed Joints - 10" Dia                                                            | EA          | 750      |                   |                       | \$55.00     |                              | \$27.50              |                    |                        | \$25.00                             |
| 49                                                                | Grout Seal Failed Joints - 12" Dia                                                            | EA          | 750      |                   |                       | \$65.00     |                              | \$27.50              |                    |                        | \$25.00                             |
| 50                                                                | Seal Service Lateral Connections                                                              | EA          | 250      |                   |                       | \$250.00    |                              | \$302.50             |                    |                        | \$275.00                            |
| <b>Group 5: Common Work Tasks</b>                                 |                                                                                               |             |          |                   |                       |             |                              |                      |                    |                        |                                     |
| 51                                                                | Mobilization, <= 1,200 LF or <= 10 Lateral Liners per Task Order                              | EA          | 5        | \$1,000.00        | \$2,000.00            | \$2,500.00  | \$1,155.00                   | \$5,500.00           | \$7,500.00         | \$6,200.00             | \$5,000.00                          |
| 52                                                                | Mobilization, > 1,200 LF or > 10 Lateral Liners per Task Order                                | EA          | 10       | \$1.00            | \$1,000.00            | \$1,500.00  | \$1,200.00                   | \$5,000.00           | \$5,100.00         | \$2,300.00             | \$5,000.00                          |
| 53                                                                | Maintenance of Traffic, FDOT                                                                  | DAY         | 5        | \$500.00          | \$350.00              | \$3,000.00  | \$1,894.00                   | \$1,850.00           | \$1,000.00         | \$1,500.00             | \$1,500.00                          |
| 54                                                                | Maintenance of Traffic, City/County Arterial/Collector                                        | DAY         | 15       | \$500.00          | \$250.00              | \$2,250.00  | \$1,600.00                   | \$1,100.00           | \$500.00           | \$1,200.00             | \$750.00                            |
| 55                                                                | Maintenance of Traffic, City/County Minor/Residential                                         | DAY         | 15       | \$500.00          | \$125.00              | \$1,150.00  | \$315.00                     | \$1,100.00           | \$200.00           | \$900.00               | \$250.00                            |
| 56                                                                | Work in Rear Easements and/or Away From Travelways                                            | EA          | 10       | \$1,000.00        | \$350.00              | \$250.00    | \$660.00                     | \$3,800.00           | \$1,200.00         | \$1,000.00             | \$1,000.00                          |
| 57                                                                | Specialty Cleaning, 8" Dia. (Groups 1, and 2)                                                 | LF          | 500      |                   |                       | \$25.00     | \$5.30                       | \$16.50              | \$40.00            | \$15.00                | \$15.00                             |
| 58                                                                | Specialty Cleaning, 10" - 18" Dia. (Groups 1, and 2)                                          | LF          | 500      |                   |                       | \$28.00     | \$10.50                      | \$16.50              | \$40.00            | \$15.00                | \$15.00                             |
| 59                                                                | Specialty Cleaning, 24" - 36" Dia. (Group 1 Only)                                             | LF          | 300      |                   |                       | \$35.00     | \$26.30                      | \$22.00              | \$50.00            | \$20.00                | \$20.00                             |
| 60                                                                | Specialty Cleaning, 42" - 54" Dia. (Group 1 Only)                                             | LF          | 300      |                   |                       | \$45.00     | \$36.80                      | \$33.00              | \$50.00            | \$30.00                | \$30.00                             |
| 61                                                                | Specialty Cleaning, 60" - 84" Dia. (Group 1 Only)                                             | LF          | 200      |                   |                       | \$50.00     | \$42.10                      | \$37.50              | \$50.00            | \$45.00                | \$45.00                             |
| 62                                                                | Hammer Tap Removal                                                                            | EA          | 10       |                   | \$500.00              | \$350.00    | \$370.00                     | \$330.00             | \$600.00           | \$350.00               | \$300.00                            |
| 63                                                                | Lateral Reinstatement and Grouting (Groups 1, and 2)                                          | EA          | 500      |                   |                       | \$390.00    | \$450.00                     | \$400.00             | \$500.00           | \$550.00               | \$500.00                            |
| 64                                                                | Warranty Cleaning and CCTV Inspection                                                         | LF          | 5000     | \$1.50            | \$1.50                | \$3.50      | \$7.50                       | \$6.00               | \$4.50             | \$7.00                 | \$5.00                              |



**AUTHORIZATION OF AGENT  
AND ATTORNEY-IN-FACT FOR BLD  
SERVICES, L.L.C., BY SHIRLEY JARRELL WAGNER**

I, Shirley Jarrell Wagner, the duly elected and acting Secretary/Treasurer and Manager of BLD Services, L.L.C., a Louisiana limited liability company, pursuant to the authority granted to me by resolutions unanimously adopted by the Members and Managers of BLD Services, L.L.C., in a Unanimous Written Consent of the Members and Managers of BLD Services, L.L.C., dated June 15, 2018, which resolutions are in full force and effect as of the date hereof, do hereby take the following action:

I hereby authorize, empower and appoint Jacob Trapani, Vice President and Manager, to serve as authorized Agent and Attorney-in-Fact of BLD Services, L.L.C., to act on behalf of BLD Services, L.L.C., in connection with any and all negotiations, bids, concerns and transactions, including but not limited to the execution of any and all bids, papers, documents, affidavits, bonds, sureties, contracts and acts, and to receive and receipt thereof all purchase orders and notices issued pursuant to the provisions of any such bids or contracts; and further to take any and all actions necessary to carry to the purposes and intents of this action; and that the Members and Managers of BLD Services, L.L.C., therefore do therefore ratify, confirm and approve and accept each and every act performed by Jacob Trapani, Vice President and Manager, as said Agent and Attorney-in-Fact of BLD Services, L.L.C., in furtherance of this appointment.

September 14, 2018

DATE

A handwritten signature in blue ink, reading 'Shirley Jarrell Wagner', written over a horizontal line.

SHIRLEY JARRELL WAGNER  
SECRETARY/TREASURER AND MANAGER





RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY



**STATE OF FLORIDA**  
**DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**  
**CONSTRUCTION INDUSTRY LICENSING BOARD**

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE  
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

**WAGNER, DANIEL PROSPER**

BLD SERVICES LLC  
2424 TYLER STREET  
KENNER LA 70062

**LICENSE NUMBER: CUC057224**

**EXPIRATION DATE: AUGUST 31, 2020**

Always verify licenses online at [MyFloridaLicense.com](http://MyFloridaLicense.com)



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# City Commission

## AGENDA ITEM REPORT



**Meeting:** City Commission - 20 Oct 2020  
**Presenter:** Kyle Hicks, Engineering Services  
**Staff Contact:** Kyle Hicks, Utility Program Coordinator

Ext. 4416

khicks@largo.com

### TITLE

Award Of Option Year One For Bid No. 19-B-645, Trenchless Sanitary And Storm Sewer Rehabilitation, To BLD Services, LLC And Authorization For Fiscal Year 2021

### SUMMARY:

Staff seek City Commission approval of option year one (1) for Bid No. 19-B-645, Trenchless Sanitary and Storm Sewer Rehabilitation to BLD Services LLC. The City performs contract rehabilitation and repair of sanitary sewer, reclaimed water, and stormwater systems through the use of this bid with multiple contractors. This contract provides trenchless pipe rehabilitation, which includes wastewater and inspection, grouting and lining services. Renewal letters for the first optional year were received from nine (9) of the nine (9) contractors in the original base two year contract.

On October 16, 2018, the City Commission approved the award of Bid No. 19-B-645. The bid included a two year term through September 30, 2020, with two optional one year extensions. Funds under the bid pricing are not expended unless a project and associated cost are assigned to a contractor.

Brian Highnote  
Construction Manager  
Engineering Services Department  
201 Highland Avenue  
Largo FL 33779-0296  
727-587-6713 x4402  
www.largo.com



## Town Commission Agenda Item Report

**Meeting Date:** April 13, 2021

**Submitted By:** Ken Rubach

**Submitting Department:** Public Works

**Item Type:** Discussion Item

**Agenda Section:** NEW BUSINESS

---

**Subject Title:** Pump Repair - Sea Grape Lift Station (Ken Rubach, Public Works Director)

**Explanation:** The City of Pompano Beach, which is responsible for maintaining the Town's lift stations, notified staff that one of the Sea Grape Lift Station's pumps had failed and suggested that it be repaired. These types of pumps last approximately 8 to 10 years prior to needing a rebuild/repair and this pump is 12 years old. A repaired pump can last quite some time provided there are no unexpected failures, internal shorts, power overloads, or lightning strikes.

The cost of the repair is \$18,478.00 which is a significant savings over the purchase of a new pump, approximately \$34,500. Staff is recommending that the Town contract with Tom Evans Environmental of Lakeland, Florida (**Exhibit 1**) to complete the repairs. The pump will be repaired in approximately 2-3 weeks if all the parts are in stock.

This is a sole source repair as noted in the letter from Ebara Pumps Americas Corporation (**Exhibit 2**). Procurement via sole source is authorized under in the Town Purchasing Manual, Section IV. Exceptions to General Purchasing Policies, Paragraph A "Sole Source Procurement."

While not a "budgeted" item, staff maintains an emergency repairs fund within the Sewer Fund for instances such as these. The funds are available in account 103.535.000-500.630- Capital Outlay- Improvements other than building.

### **Recommendation:**

Authorize the Interim Town Manager to issue a Purchase Order to Tom Evans Environmental of Lakeland, Florida a sole source provider, in the amount of \$18,478.00

### **Attachments:**

Ex.1 – Pump Repair Quote

Ex.2 – Sole Source Letter

Reviewed by Town Attorney:

|                                     |     |                          |    |
|-------------------------------------|-----|--------------------------|----|
| <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
|-------------------------------------|-----|--------------------------|----|

## REPAIR QUOTE

3200 Flightline Drive, Suite 302  
Lakeland, Florida 33811  
(863) 619-3789 (P) (863) 619-8098 (F)  
justin@tomevans.com

Job Number: 21-032SR-73522-1-1  
DATE: March 20, 2021  
EXPIRATION DATE: May 19, 2021

**TO** Bobby Clayton  
City of Pompano Beach  
SEWER PUMPING  
1201 NE 3RD AVENUE  
Bobby.Clayton@copbfl.com  
954-786-4154

Pump Type: Ebara 250DLFMU6454 - 60HP - LS24  
Serial Number: 73522/1/1

| SALES PERSON   | SHIPPING METHOD | SHIPPING TERMS | ESTIMATED LEAD TIME | PAYMENT TERMS |
|----------------|-----------------|----------------|---------------------|---------------|
| Justin Edwards | Included        | FOB, Factory   | 6 weeks             | Net 30 Days   |

| QTY | PRODUCT #   | DESCRIPTION                                                     | UNIT PRICE  | LINE TOTAL  |
|-----|-------------|-----------------------------------------------------------------|-------------|-------------|
| 1   | ADLFM060Y   | Motor Repair Kit Includes Bearings, Mechanical Seal & O-Rings   | \$ 1,949.00 | \$ 1,949.00 |
| 1   | DADXF18005  | Control Cable                                                   | \$ 480.00   | \$ 480.00   |
| 1   | UFM1-2156   | Rotor                                                           | \$ 2,865.00 | \$ 2,865.00 |
| 1   | DADXF1-8060 | Power Cable                                                     | \$ 882.00   | \$ 882.00   |
| 1   | CDLY2-1154  | Casing                                                          | \$ 3,621.00 | \$ 3,621.00 |
| 1   | CDLY1-1104  | Intermediate Casing                                             | \$ 2,224.00 | \$ 2,224.00 |
| 1   | SLY-B336    | Wear Ring                                                       | \$ 252.00   | \$ 252.00   |
| 1   | CDLY2-2303  | Impeller                                                        | \$ 5,185.00 | \$ 5,185.00 |
| 12  | Labor       | Labor - Hourly Rate<br><br>List Price of New Pump - \$34,583.00 | \$ 85.00    | \$ 1,020.00 |

Quotation prepared by: *Justin Edwards*

**TOTAL** \$ **18,478.00**  
(less applicable sales tax)

This is a quotation on the goods named, subject to the conditions noted below:

- We do not include sales tax, pressure gauges, anchor bolts, wire, cable, conduit, tools, toolboxes, lubricants, installation, hook-up, field testing, shaft alignment, vibration testing, control panels or any other accessories or ancillary items which are not specifically called out in this scope of supply.
- Under no circumstances will Tom Evans Environmental, Inc. or its suppliers be liable for any incidental, consequential, liquidated, special or late delivery damages whatsoever.
- Payment terms are 100% net 10 days from delivery with any unpaid balance 30 days past due being subject to interest at 1-1/2% per month being added to the unpaid balance, with approved credit. Our price is based upon no retainage.
- Pricing is based upon Tom Evans Environmental's and the manufacturer's Standard Terms and Conditions of Sale. Copies of these documents are available for your review and reference. No other terms or conditions of sale will apply unless accepted in writing by an officer of the Company.
- Please understand that the shipping date is a estimate only, based upon market conditions existing at the time of this offering and are subject to revision.

To accept this quotation, sign here and return: \_\_\_\_\_ Date: \_\_\_\_\_

**THANK YOU FOR YOUR BUSINESS!**

Tom Evans Environmental, Inc. is Equal Employment Opportunity / Affirmative Action compliant through good faith efforts in employment and business practices.



## EBARA Pumps Americas Corporation

Corporate Headquarters  
1651 Cedar Line Drive, Rock Hill, South Carolina 29730 USA  
Tel: (803) 327-5005 Fax: (803) 327-5097 [www.pumpsebara.com](http://www.pumpsebara.com)

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October 1, 2020

Mr. Bobby Clayton  
Wastewater Pumping Manager  
City of Pompano Beach-Public Works Department  
1201 Northeast 3<sup>rd</sup> Avenue  
Pompano Beach, FL 33060

RE: Ebara Pump Distributor & Pricing -Single Source Letter

Dear Mr. Clayton,

This letter is written to advise you in the change in representation of Ebara Pumps Americas Corporation for the City of Pompano Beach. We have recently terminated the business relationship with F.J. Nugent & Associates, Inc. and would like to confirm that the new authorized municipal distributor for Ebara Pumps Americas Corporation in Broward County and most of Florida is Tom Evans Environmental.

Tom Evans Environmental is the only authorized municipal representatives for all Ebara Pumps Americas Corporation products, parts and service in your region. Please contact their office for information on price, availability, technical assistance and servicing of Ebara products. You may contact them by phone, fax, email or US mail at the address provided below:

Tom Evans Environmental, Inc.  
3200 Flightline Drive, Suite 302  
Lakeland, Florida 33811  
(863) 619-3789  
[www.tomevans.com](http://www.tomevans.com)  
Mr. Tom Evans  
[te@tomevans.com](mailto:te@tomevans.com)

Please do not hesitate to call my office if you have any questions or need further assistance.

Sincerely,

**Michael J. Kahren**  
**Southeast Regional Sales Manager**  
**EBARA Pumps Americas Corporation**  
Standard Pump Division  
1651 Cedar Line Dr  
Rock Hill, SC 29730  
Main: (803) 327-5005  
Direct: (803) 325-9678  
[mkahren@pumpsebara.com](mailto:mkahren@pumpsebara.com)

cc: File



## Town Commission Agenda Item Report

**Meeting Date:** April 13, 2021

**Submitted By:** Thomas Palmer

**Submitting Department:** Public Safety

**Item Type:** Discussion Item

**Agenda Section:** NEW BUSINESS

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### Subject Title:

BSO Staffing Levels-New Sergeant Proposal (Captain Thomas Palmer, BSO)

**Explanation:** Over the past several years, the Town has invested in marketing, branding, and streetscape renovations. As a result of the Town's efforts, as well as the ongoing economic recovery since the great recession (2007 – 2010), the Town has seen an uptick in private investment (i.e., restaurants, hotels, and condominiums) and also the number of visitors to the Town. The increase in the Town's popularity has also led to an increase in the calls for service BSO has received (Table 1). More detailed information regarding calls for service as well as parking revenue data, which highlights the increased number of visitors to the Town is provided in Attachments 1 and 2.

Table 1 – Calls for Service Data

| Year | Calls for Service | Sworn Staff |
|------|-------------------|-------------|
| 2007 | 5,764             | 26          |
| 2008 | 5,383             | 25          |
| 2015 | 8,889             | 24          |
| 2019 | 9,315             | 24          |

Given the Town's popularity and increased calls for service, Captain Palmer has evaluated staffing levels and has identified an operational need to add a law enforcement supervisor (sergeant) to ensure that BSO staff can maintain the high level of service and accountability to the residents and visitors of the Town that is expected.

In support of this request, staff reviewed historical staffing and breakdown by position, which is shown in Table 2. In 2003, the Town added a fourth sergeant position and eliminated that position in 2008 leaving three sergeants remaining. In 2011, the Town eliminated one vacant deputy sheriff position. In summary, since 2011, law enforcement staffing levels have been decreased by two positions (1 sergeant, and 1 deputy sheriff). This reduced level of staffing remains the same as of this date.

Table 2  
Historical and Current Staffing Levels

| <i>Position (Sworn)</i>       | <i>2001</i> | <i>2003 - 2007</i> | <i>2008</i> | <i>2011-current</i> |
|-------------------------------|-------------|--------------------|-------------|---------------------|
| District Commander (Chief)    | 1           | 1                  | 1           | 1                   |
| Executive Officer/ Lieutenant | 1           | 1                  | 1           | 1                   |
| Sergeants                     | 3           | 4                  | 3           | 3                   |
| Deputies                      | 20          | 20                 | 20          | 19                  |
| Total (% change)              | <b>25</b>   | <b>26</b>          | <b>25</b>   | <b>24</b>           |

| <i>Position (Administrative)</i> | <i>2001</i> | <i>2003 - 2007</i> | <i>2008</i> | <i>2011-current</i> |
|----------------------------------|-------------|--------------------|-------------|---------------------|
| Administrative Specialist        | 1           | 1                  | 1           | 1                   |
| Part-Time Clerical Specialist    | 2           | 2                  | 2           | 2                   |
| Community Service Aide           | 1           | 1                  | 1           | 1                   |
| Total Administrative Personnel   | 4           | 4                  | 4           | 4                   |

|                        |           |           |           |           |
|------------------------|-----------|-----------|-----------|-----------|
| <b>Total Personnel</b> | <b>29</b> | <b>30</b> | <b>29</b> | <b>28</b> |
|------------------------|-----------|-----------|-----------|-----------|

### Why a Sergeant is Important

BSO divides the Town into three geographical zones with personnel working two shifts (midnights and days). Ideally, the Town would have two sergeants covering the midnight shifts and two sergeants covering the day shifts. Please note that four sergeant positions are needed to have one sergeant on duty seven days a week. A “Deputy in Charge” currently assumes a supervisory role in the absence of a fourth sergeant, and receives temporary assignment pay while filling that role.

The additional supervisor position will ensure the highest level of accountability, dedicated monitoring of employee performance, and enhanced supervisory coverage. Updated BSO policies and procedures prohibit non-supervisory personnel (i.e., “Deputy in Charge”) from performing certain activities such as a use of force review, which occurs immediately after the incident. As a result, while it doesn’t happen open, there are times at night when the Town doesn’t have a sergeant on duty and the Lauderdale by the Sea District requests assistance from on-duty supervisors in neighboring BSO cities. An additional sergeant would resolve this issue.

### Funding Considerations

Staff researched the likelihood of getting grant funding to offset the cost of an additional law enforcement position. Lt. Bill Wesolowski has annually attended the COPS Hiring Grant Seminars and has indicated that the COPS Hiring Grant historically scores applicants on three factors:

- (1) commitment to community policing (50% of the overall score);
- (2) fiscal need (20% of the overall score); and,
- (3) crime rate (30% of the overall score).

Personnel within BSO’s Grants Division suggested that although the Town would score high on community policing, we would be disqualified based on fiscal need and crime rate. The Grants

Division told us that there is extremely high demand for these grants and a limited amount of grant funding available, so these grants are only awarded to the municipalities with the most significant need.

Captain Palmer is also evaluating reallocating approximately \$50,000 that is included in the budget for one part-time Clerical Specialist position. BSO's Office of Management & Budget provided a preliminary cost projection of an additional sergeant at \$205,000 (personnel and equipment) so if one of the clerical positions was eliminated, the net cost for a sergeant would be approximately \$155,000 for FY 2021/2022.

**Attachments:**

Ex.1 – LBTS Calls for Service 2006-2020

Ex.2 – LBTS Parking Data



# Lauderdale by the Sea Calls for Service

## January 1<sup>st</sup> 2006 to December 2020



| Year  | Call For Service | % DIFF | # of Sworn Staff |
|-------|------------------|--------|------------------|
| 2006  | 5,708            | -      | 26               |
| 2007  | 5,764            | 1.0%   | 26               |
| 2008  | 5,383            | -6.6%  | 25               |
| 2009  | 5,113            | -5.0%  | 25               |
| 2010  | 5,176            | 1.2%   | 25               |
| 2011  | 4,941            | -4.5%  | 24               |
| 2012  | 5,470            | 10.7%  | 24               |
| 2013  | 5,271            | -3.6%  | 24               |
| 2014  | 7,651            | 45.2%  | 24               |
| 2015  | 8,889            | 16.2%  | 24               |
| 2016  | 9,161            | 3.1%   | 24               |
| 2017  | 9,269            | 1.2%   | 24               |
| 2018  | 8,164            | -11.9% | 24               |
| 2019  | 9,315            | 14.1%  | 24               |
| *2020 | 8,621            | -7.5%  | 24               |

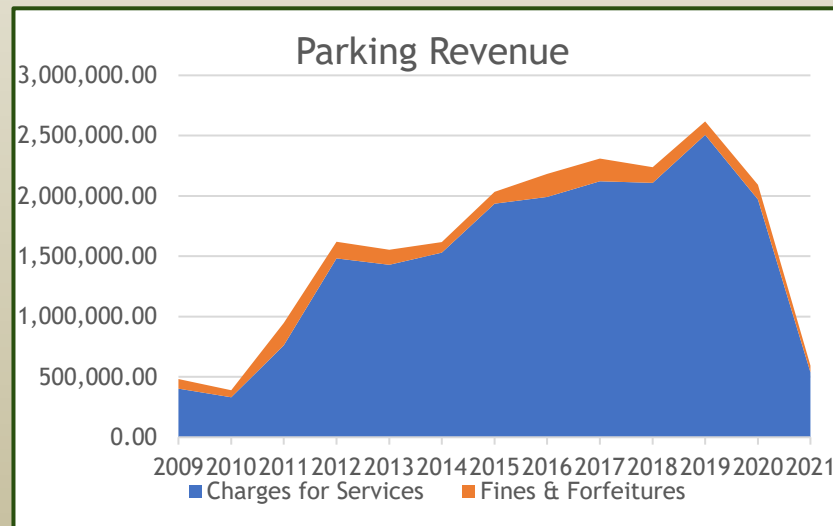
\* COVID-19

Prepared by CSIA Anderson  
Data from Broward Sheriff's Office  
Operational Analysis & Intelligence Unit  
2601 West Broward Blvd.  
Fort Lauderdale, FL 33312





# Lauderdale by the Sea Parking Revenue



| <u>Fiscal Year</u>           | <u>Charges for Services</u> | <u>Fines &amp; Forfeitures</u> | <u>Total</u>  |    |              |
|------------------------------|-----------------------------|--------------------------------|---------------|----|--------------|
| 2009                         | 403,303.41                  | 78,135.28                      | 481,438.69    | 1  | 403,303.41   |
| 2010                         | 331,146.15                  | 58,352.62                      | 389,498.77    | 2  | 484,114.85   |
| 2011                         | 759,772.18                  | 188,126.98                     | 947,899.16    | 3  | 581,118.78   |
| 2012                         | 1,481,659.05                | 138,054.58                     | 1,619,713.63  | 4  | 697,559.77   |
| 2013                         | 1,429,501.57                | 123,400.38                     | 1,552,901.95  | 5  | 837,332.47   |
| 2014                         | 1,529,015.43                | 87,250.14                      | 1,616,265.57  | 6  | 1,005,111.96 |
| 2015                         | 1,936,710.36                | 97,266.48                      | 2,033,976.84  | 7  | 1,206,510.07 |
| 2016                         | 1,992,663.51                | 189,679.70                     | 2,182,343.21  | 8  | 1,448,263.09 |
| 2017                         | 2,120,842.72                | 188,059.75                     | 2,308,902.47  | 9  | 1,738,457.07 |
| 2018                         | 2,106,844.98                | 130,521.01                     | 2,237,365.99  | 10 | 2,086,798.33 |
| 2019                         | 2,504,938.05                | 111,401.90                     | 2,616,339.95  | 11 | 2,504,938.05 |
| 2020                         | 1,970,672.93                | 122,149.59                     | 2,092,822.52  | 12 | 3,006,862.02 |
| 2021                         | 538,273.25                  | 55,846.00                      | 594,119.25    | 13 | 3,609,358.40 |
|                              |                             |                                |               |    |              |
| <b>Growth Year-Over-Year</b> | <b>20.04%</b>               | <b>3.61%</b>                   | <b>18.44%</b> |    |              |



## Town Commission Agenda Item Report

**Meeting Date:** April 13, 2021

**Submitted By:** Lucila Lang

**Submitting Department:** Administration

**Item Type:** Discussion Item

**Agenda Section:** NEW BUSINESS

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### Subject Title:

Nana's Original Stromboli Commercial Lease Agreement (Lucila Lang, Director of Finance & Budget)

**Explanation:** Nana's Original Stromboli ("Nana's") entered into a lease agreement with the Town to lease space at 5421 N.E. 14<sup>th</sup> Avenue, Fort Lauderdale, FL 33334 (the "Property") from the Town (the "Lease Agreement") (**Exhibit 1**). The Property is used and occupied as a wholesale bakery facility. The commencement date of the Lease Agreement was March 1, 2013 and ended February 28, 2018 with the option to extend the term of said lease for one additional five-year renewal term on the same terms and conditions continuing with rent escalations annually. The Lease Agreement provides that on the anniversary date of each year (March 1), the monthly base rent to be paid during the successive twelve months "shall be adjust upward in the amount of the preceding Anniversary Date to include a 3% increase over the prior amount."

On March 7, 2021, an e-mail was received by the Town from Cindy Ventura on behalf of Nana's requesting that the Town consider the COVID-19 pandemic and to waive the 3% increase provided for in the Lease Agreement.

Below is the current monthly payment and what it will be with the 3% increase.

| Current<br>Payment | Monthly | Monthly<br>3/1/21 | Payment<br>Effective | Total<br>Increase | Annual     |
|--------------------|---------|-------------------|----------------------|-------------------|------------|
| \$6,321.69         |         |                   | \$6,511.34           |                   | \$2,275.80 |

If the requested waiver of the increase is granted by the Commission, the current monthly payment will remain at \$6,321.69 and the next 3% increase of the monthly payment will be on **March 1, 2022** at \$6,511.34.

**Recommendation:**

Staff recommends that the Town grant Nana's Original Stromboli's request to waive the 3% increase for the period of March 1, 2021-February 29, 2022 due to the COVID-19 pandemic.

**Attachments:**

Ex.1 – Nana's Original Stromboli Commercial Lease Agreement and Extension Option

Reviewed by Tow Attorney:

|                                            |     |                          |    |
|--------------------------------------------|-----|--------------------------|----|
| <input checked="checked" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
|--------------------------------------------|-----|--------------------------|----|

## COMMERCIAL LEASE AGREEMENT

1. **Parties.** This Lease is made as of the \_\_\_\_ day of \_\_\_\_\_, 2013, between The Town of Lauderdale-By-The-Sea (the "Landlord") and Nana's Original Stromboli, a \_\_\_\_\_ corporation (the "Tenant").

2. **Demised Premises.** Subject to the terms and provisions of this Lease, Landlord hereby leases to Tenant and Tenant hereby leases from Landlord, those certain Premises (the "Premises") consisting of approximately 7,366 square feet at the south end of the building located 5421 North East 14<sup>TH</sup> Ave Fort Lauderdale Florida 33334 (the "Building") and approximately \_\_\_\_\_ square feet of the adjacent storage yard on the north side of the same property, more particularly described on Exhibit "A" attached hereto.

3. **Use of Premises.**

3.1 **Permitted Use.** The Premises shall be used and occupied as a wholesale bakery facility and only in accordance with the permitted uses under the applicable zoning regulations and as permitted by the applicable governmental authorities.

3.2 **Tenant's Covenants as to Use and Occupancy.** Tenant shall exercise reasonable care in its use of the Premises and shall not do or permit anything to be done in or about the Premises, nor bring nor keep anything on the Premises which will in any way affect the fire or other insurance upon the Premises, or any of its contents, or which shall in any way conflict with any statute, ordinance, rule, regulation, order, law or other requirement (collectively the "Laws") affecting the occupancy and use of the Premises, which is now, or may hereafter be, enacted or promulgated by any public authority. Tenant shall not use, or allow the Premises to be used, for any illegal purpose or purpose constituting a public or private nuisance or for sleeping purposes. Tenant shall promptly comply with and execute all of the aforesaid Laws and all rules, orders and regulations of the Southeastern Underwriters Association for the prevention of fires, at Tenant's own cost and expense. On or prior to the Commencement Date and at all times during the term of this Lease and any extensions or renewals thereof, Tenant shall, at its expense, obtain and maintain all permits, licenses and other governmental authorizations which are necessary for the operation of its business in accordance with Section 3.1.

4. **Term.** The term of this Lease shall be for a period of five years commencing March 1, 2013 (the "Commencement Date") and ending February 28, 2018, or sooner, if terminated as provided herein. Tenant shall have the option to extend the term of this Lease for one additional five year renewal term on the same terms and conditions as stated herein, continuing with rent escalations annually and all other sums due hereunder as described herein, other than for the Base Rent for the first year of the renewal term which is set forth in Section 5.1 below, provided Tenant is not then in default hereunder and Tenant provides Landlord written

notice of such renewal in accord with the terms hereof no later than 60 days prior to the end of the initial term.

**5. Base Rent.**

**5.1** As rent for the lease of the Premises, Tenant shall pay to Landlord, at Landlord's address set forth in this Lease, or at such other place and to such other person as Landlord may from time to time designate in writing, monthly rent ("Base Rent") of Four Thousand Six Hundred Three and No/100 Dollars (\$4,603.75) per month plus all applicable taxes, beginning March 1, 2013, and during the next twelve months of the term payable in advance, without notice, due on the first day of each calendar month during the term of this Lease, free from all claims, demands or setoffs against Landlord of any kind or character whatsoever. On March 1 of each year thereafter (the "Anniversary Date") the monthly Base Rent to be paid during the successive twelve months following the Anniversary Date shall be adjusted upward from the amount of the preceding Anniversary Date to include a three percent (3%) increase over the prior amount. Notwithstanding the foregoing, Landlord agrees to waive the Base Rent for the first three months of the term of this Lease and no Base Rent shall be due during that three month period. In the event Tenant chooses to renew this Lease for the five-year renewal term, the monthly Base Rent for the first year of the renewal term (commencing March 1, 2018) shall be Five Thousand Nine Hundred Fifty Eight and 80/100 Dollars (\$5,958.80). Thereafter during the renewal term, Base Rent shall continue to escalate three percent (3%) on each Anniversary Date of the renewal term.

**6. Taxes.** All payments of Base Rent, operating costs and any other charges arising under this Lease shall be paid by Tenant together with applicable Florida sales, use and any other taxes thereon, other than property taxes. The Tenant shall pay when due all taxes (whether imposed on the Landlord or Tenant) attributable to the personal property, trade fixtures, business income, occupancy or sales of the Tenant or any other occupant of the Premises and to the use of the Building by the Tenant (collectively the "Business Tax"). In the event Landlord incurs any charges related to Business Taxes, such charges shall be deemed rent due hereunder and immediately payable upon demand therefor by Landlord, without set-off or defense.

**7. Rent Past Due.** In the event any installment of Base Rent, rent due hereunder or other charges accruing under this Lease shall become overdue, a late charge of five percent (5%) of the delinquent sum may be charged by Landlord. All late charges shall be due and payable by Tenant immediately as rent hereunder.

**8. Security Deposit.** Simultaneously with the execution of this Lease, Tenant shall pay to Landlord the sum of Nine Thousand Two Hundred Seven and 50/100 Dollars (\$9,207.50), which shall be held by the Landlord without interest as security deposit for the full and faithful performance by Tenant of the terms and conditions of this Lease. Landlord may utilize such part of the security deposit as is necessary to cure any default of Tenant under this Lease and in such event Tenant shall immediately replace such portions as may be expended by Landlord. Upon the expiration or termination of this Lease (except arising due to a default by Tenant), delivery of the Premises to Landlord in their original condition (or as otherwise required

herein), and payment to Landlord of Base Rent and any other sums due hereunder, any remaining security deposit shall be returned to Tenant, without interest. Landlord shall not be required to hold the security deposit in any special account for the benefit of the Tenant and the security deposit may be co-mingled with Landlord's funds. The rights of the Landlord shall in no way be limited or restricted by the security deposit, and the Landlord shall have the absolute right to pursue any available remedies to protect its interests in the Premises, hereunder or otherwise, as if the security deposit had not been made. Tenant will be charged \$50.00 for any checks or payments received by Landlord from Tenant and returned for "insufficient funds" or for any Base Rent or other payment due hereunder that is received more than five calendar days late, in addition to any other late fees which may be accrued.

**9. Improvements and Delivery of Possession.** Tenant acknowledges that it is taking possession of the Premises in "AS IS" condition. Tenant acknowledges it has inspected the Premises and Tenant is accepting the Premises unconditionally, other than as specifically set forth herein. Other than as set forth herein, Landlord makes no representations with respect to the condition, design, amenities, construction or completion of the Premises. Tenant agrees it has no claim against Landlord on account of any representation of any kind, whether made by any renting agent, broker, officer or other representative of Landlord or which may be contained in any advertisement relating to the Premises. All improvements (fixtures) shall become Landlord's property and remain on the Premises upon the expiration or earlier termination of this Lease. Obtaining and maintaining any and all permits, licenses, zoning and governmental authorizations required for Tenant's business operations shall be Tenant's sole responsibility and obtained at Tenant's sole cost and expense and in no case shall be a condition precedent to or limitation of Tenant's obligations hereunder. Notwithstanding the foregoing, Tenant may remove such fixtures that have been allowed to be installed by Landlord, only upon the natural expiration of this Lease (and not early termination) and providing the Premises are in all respects restored to a rentable condition upon the removal of any such fixtures.

**10. Personal Liability.** Neither Landlord, nor any agent or employee of Landlord, shall have personal or individual liability with respect to any of the provisions of this Lease, or any obligation or liability arising therefrom or in connection therewith. Tenant shall look solely to Landlord's equity in the Premises for the satisfaction of any remedies of Tenant against Landlord including, without limitation, the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the terms and provisions of this Lease and no other assets of Landlord nor of any agent or employee of Landlord, shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim in the event Tenant obtains a judgment against Landlord. This exculpation of liability shall be absolute and without exception whatsoever. This section shall inure to the benefit of Landlord's successors and assigns and its respective officers, employees and agents.

**11. Assignment and Subletting.** Tenant shall not assign, sublet, mortgage, pledge, or hypothecate this Lease, nor any interest therein, nor shall Tenant permit the use of the Premises by any person or persons other than Tenant, nor shall Tenant sublet the Premises, or any part thereof without the written consent of Landlord, which consent shall be at Landlord's sole discretion. Any sale of stock of Tenant (if a corporation), assignment of partnership interest (if a partnership), assignment of beneficial interest (if a trust), or other device which has the

effect of transferring the practical benefits of this Lease from the parties currently controlling Tenant, is void as to this Lease without Landlord's prior written consent.

**12. Condition of Demised Premises: Maintenance and Repairs.**

**12.1** The parties agree that Tenant will be responsible, at Tenant's sole cost and expense, and at all times throughout the term and any extensions thereof, for all maintenance (including, painting to cover up any graffiti), repairs and replacements in, on or about the interior of the Premises and all equipment and property thereon shall be maintained in good working condition at all times. Tenant's responsibilities hereunder include, but are not limited to, the replacement, repair and maintenance of all interior improvements (whether existing at the time of commencement of this Lease or installed subsequently) including without limitation, fixtures, appliances, equipment, and systems, including, but not limited to HVAC and electrical systems, and plate glass; and all of the foregoing shall be maintained in good operating condition at all times, free of dirt, rubbish and other obstructions, and shall be kept clean. All replacements, repairs and maintenance shall be performed by contractors or workman designated or approved by Landlord. Tenant shall not commit nor allow any waste or damage to be committed on any portion of the Premises, including, the disposal of any waste materials whatsoever on the property. Tenant shall be solely responsible for the sanitation, storage and removal of all waste and recyclable materials generated by Tenant, including, the cleaning up of any and all pollutants on the Premises (also including, any, and all, fees, fines, or penalties, imposed by any governmental agency as a result thereof). Tenant shall additionally be responsible for all repairs or maintenance related to the exterior of the Premises, including structural issues, to the extent repairs are necessitated by damage caused by Tenant. If the Tenant does not make repairs promptly and adequately or otherwise fails to comply with the provisions hereof, the Landlord may, but is not required to make repairs or correct such failure, and the Tenant shall pay Landlord the cost thereof on demand.

**12.2** Landlord shall be responsible for maintenance and repair of the exterior of the Premises and structural repairs to the Premises (including the roof), however Landlord shall not be liable to the Tenant for any expense, injury, loss or damage, resulting from work done at any time in or upon the Premises or at any adjacent or nearby building, land, street or alley or other property.

**13. Alterations, Additions or Improvements.** Tenant agrees to build, install or otherwise cause the improvements to the Premises listed on Exhibit "B-1" during the initial term of this Lease. Tenant shall not make any alterations to the Premises other than as set forth herein without Landlord's prior written approval. All alterations and improvements will be done in compliance with all applicable and current codes and regulations. Landlord agrees to provide Tenant with an allowance of up to Twenty Thousand Dollars (\$20,000.00) on a reimbursement basis, for the improvements designated on Exhibit "B-2", upon receipt by Landlord of itemized paid invoices issued by suppliers and contractors for qualified improvements. Set-offs by Tenant are not permitted in this or any circumstances.

**13.1 Mechanics Liens.** Tenant shall keep the Premises and all parts thereof at all times free of mechanic's liens and any other lien for labor, services, supplies, equipment or material purchased or procured, directly or indirectly, by or for Tenant. Tenant further agrees that Tenant will promptly pay and satisfy all liens of contractors, subcontractors, mechanics,

App Whse Lease 2-21-13 hk/wsh

laborers, material men and other items of like character, and will indemnify Landlord against all expenses, costs and charges, including bond premiums for release of liens and attorney's fees and costs reasonably incurred in and about the defense of any suit in discharging the Premises, from any liens, judgments, or encumbrances caused or suffered by Tenant. In the event any such lien shall be made or filed, Tenant shall bond against or discharge the same within ten (10) days after the same has been made or filed, without request by Landlord. It is understood and agreed between the parties hereto that the expenses, costs and charges above referred to shall be considered as rent due hereunder and shall be included in any lien for rent.

In accordance with Florida Statutes § 713.10, Landlord shall have the right to post on the Premises and to file and/or record in the Public Records or court registry, as applicable, notices of non-responsibility and such other notices as Landlord may reasonably deem proper for the protection of Landlord's interest in the Premises. Tenant shall, before the commencement of any work which might result in any lien on the Premises, give Landlord reasonable written notice under the circumstances of its intention to commence said work.

**14. Destruction of Premises.** If the Premises or the Building shall be destroyed by fire or other cause, or be so damaged thereby that they are untenable and cannot be rendered tenantable within a reasonable time from the date of such damage, considering the extent of the damage, this Lease may be terminated by Landlord or Tenant upon written notice to the other. If the damage or destruction is not sufficient to permit a termination of the Lease as above provided, a proportionate reduction shall be made in the rent herein reserved corresponding to the time during which, and applicable to the portion of the Premises of which, Tenant shall be deprived of possession. The decision of a licensed Florida architect or engineer hired by Landlord and certified in writing to Landlord and Tenant shall conclusively be deemed binding on the parties as to: (i) whether the Premises or Building are rendered untenable, (ii) whether the Building or Premises can be rendered tenantable within a reasonable time, (iii) the percentage of the Premises rendered untenable and the resulting percentage by which Base Rent and other charges hereunder should abate during the period of untenability, (iv) the date upon which the Premises are restored to tenantability. In no event, other than for Landlord's gross negligence or willfulness, shall Landlord be liable to Tenant for any damages resulting to Tenant from the happening of such fire or casualty or from the repairing or reconstruction of the Premises, or from the termination of this Lease as herein provided, nor shall Tenant be relieved thereby or in any such event from the Tenant's obligations hereunder except to the extent and upon the conditions expressly stated herein.

**15. Entry, Inspection and Other Rights Reserved to Landlord.** Tenant will permit Landlord and its agents to enter the Premises at all reasonable times for the purpose of examining or inspecting the same, or for the purpose of protecting Landlord's interests, for access to Landlord's property, or for any other purpose which Landlord deems necessary for the safety, comfort or preservation of the Premises or Building. During such entry, Landlord may close entrances, doors, corridors, or other facilities, all without liability to Tenant by reason of interference, inconvenience or annoyance. Tenant will permit Landlord at any time within the earlier of: (i) ninety (90) days prior to the expiration of this Lease, or (ii) failure of Tenant to cure a default within 10 days of notice by Landlord to bring prospective tenants upon the Premises for purposes of inspection and to put or keep upon the doors or windows thereof a "For Rent" and/or "For Sale" notice. No entry pursuant to this provision shall in any way be deemed a breach of



the covenant of quiet enjoyment. Landlord reserves the right to change the name and/or street address of the Building without liability of Landlord to Tenant. In furtherance of the above, Landlord may access the security room located on the Premises at any time.

**16. Indemnity.** (a) Landlord shall not be responsible or liable for the theft, loss or damage to person or property in, on or about the Premises. Tenant acknowledges and agrees that Landlord is not responsible for the security of the Premises. Landlord shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, gas, electricity, water, rain or leaks from any part of the Building or Premises or by any other cause whatsoever; nor shall Landlord or its agents be liable for any damage caused by other tenants or persons in the Building or Premises; nor shall Landlord be liable for any defect, latent or apparent, in the Premises or in the Building.

(b) Tenant agrees that Tenant, at all times, will to the extent allowed by law indemnify, defend and hold harmless Landlord from all losses, damages, liabilities and expenses (including reasonable legal fees and court costs) whatsoever, which may arise or be claimed against Landlord, or any injuries, damages or death to persons or damage to property of any persons, firms or corporations, consequent upon or arising directly or indirectly from: (i) the use or occupancy of the Premises and/or the Building (including any shared areas) by Tenant, (ii) any acts, omissions, neglect or fault of Tenant, Tenant's agents, employees, customers, or invitees, or (iii) Tenant's failure to comply with the terms and provisions of this Lease and/or any applicable laws. In case Landlord shall be made a party to any litigation commenced against Tenant, then Tenant shall defend, protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Landlord in connection with such litigation and any appeal thereof.

The provisions of this paragraph shall survive any termination or cancellation of the Lease.

**17. Insurance.** Tenant shall obtain and maintain the following insurance coverages throughout the term of this Lease in amounts no less than provided below:

**Workers' Compensation/Employer's Liability**

1. **Workers' Compensation:** meets statutory limits in compliance with the workers' compensation law of Florida.
2. **Employer's Liability:** \$500,000 each accident, \$500,000 each employee (disease), \$500,000 disease (policy limit)
- A. **Commercial General Liability** – includes Bodily injury Liability, Property Damage Liability, Personal Injury Liability and Advertising Injury Liability.
  1. **Coverage Include:** Premises/Operations  
Products/Completed Operations  
Contractual Liability  
Independent Contractors

2. **Limit of Liability:** \$1,000,000 each occurrence combined single limit or \$1,000,000 each occurrence/\$1,000,000 general aggregate

**B. Business Auto Liability**

1. **Coverage Include:** Owned Autos  
Leased Autos  
Hired Autos  
Non-owned Autos

2. **Limit of Liability:** \$300,000 each occurrence combined single limit and \$1,000,000 general aggregate

All Tenant policies required hereunder shall contain a provision so that the Landlord shall receive written notice at least thirty days in advance of any cancellation, non-renewal or material change in the policy and shall be placed with insurance companies licensed and qualified to do business in the State and with an A.M. Best rating of A- or better. All Tenant policies required hereunder shall name the Landlord as an additional insured on a primary and non-contributory basis. Evidence of compliance herewith in the form of a certificate and/or endorsement shall be provided to and approved by Landlord prior to Tenant taking possession of the Premises or Building.

18. **Utilities and Services.** Landlord shall not be liable to Tenant for any interruption in the service of any utility. No interruption or failure of such utilities or services shall relieve Tenant from the obligation to pay the full amount of Base Rent and other amounts due hereunder; nor shall the same constitute a constructive or other eviction of Tenant. Landlord shall invoice Tenant each month within five days of Landlord's receipt of the utility bill(s) for the entire warehouse facility (which includes all property owned by Landlord located at 5421 N.E. 14<sup>th</sup> Avenue, Fort Lauderdale, Fl.). All amounts billed to Landlord in excess of the monthly amount of:

\$392.00 for electric,  
\$ 30.00 for water, and  
\$ 43.00 for sewer (collectively, "Base Utility Amounts")

shall be the responsibility of Tenant and represent Tenant's share of the utilities for the Premises. Tenant shall pay Landlord for each such monthly amount within fifteen days of receipt of the invoice from Landlord for the month and such amounts shall be deemed additional rent due under this Lease. On the Anniversary Date of each year during the initial term of this Lease and any renewal term, the Base Utility Amounts shall be increased by five percent (5%), effective on the Anniversary Date.

19. **Notices.** In every instance where it shall be necessary or desirable for a party hereto to serve any notice or demand upon the other, it shall be sufficient to send a written copy thereof by United States certified mail, postage prepaid, addressed to Tenant at the Premises or Landlord at the address specified below, or hand delivered or via overnight courier with proof of delivery

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**Town of Lauderdale-By-The-Sea  
4501 Ocean Drive  
Lauderdale-By-The-Sea, FL 33308 Attn: Connie Hoffmann, Town Manager**

With Mandatory Copy to:

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

**20. Default.** Tenant covenants and agrees that any of the following events shall be a default under this Lease: (i) if default shall be made in the payment of any Base Rent, additional rent or other charges due hereunder upon the date the same becomes due and payable, or a default of any other provision of this Lease, and such default continues for a period of three (3) days after such due date for monetary breaches, and twenty (20) days after written notice by Landlord for non-monetary breaches; or (ii) if Tenant shall fail to perform or observe or breach any covenant, condition or agreement to be performed or observed by Tenant hereunder; or (iii) if Tenant shall cease doing business as a going concern, make an assignment for the benefit of creditors, generally not pay its debts as they become due, admit in writing its inability to pay its debts as they become due, become insolvent (i.e. greater liabilities than assets), or take any action looking to its dissolution or liquidation; or (iv) if Tenant should file for relief, or have filed against it, an action under any provision of any state or federal bankruptcy or insolvency law; or (v) if Tenant shall abandon or vacate the Premises; or (vi) if Tenant fails to pay all charges for utilities within five (5) days after such are due.

In the event of any such default, Landlord may, at its option, elect any, and all, actions permitted at law or in equity, including without limitation:

- (a) Re-take and recover possession of the Premises, terminate this Lease, and retain Tenant's security deposit.
- (b) Re-take and recover possession of the Premises, without terminating this Lease, in which event Landlord may re-rent the Premises as agent for Tenant and recover from Tenant the difference between the Base Rent and other charges due hereunder and the rent provided in such re-renting, including, without limitation, for Landlord's costs and expenses of re-renting, attorneys' fees and all other sums due hereunder.
- (c) Permit the Premises to remain vacant in which event Tenant shall continue to be responsible for all Base Rent and all other rent and payments due or which become due hereunder.
- (d) Re-take and recover possession of the Premises, and accelerate and collect all Base Rent and other charges due hereunder for the balance of the term of this Lease.

All of the Landlord's remedies contained in this Lease shall be cumulative and the election by Landlord to take any one remedy shall not preclude Landlord from taking any other remedy allowed at law or equity. The Landlord may, at its option, apply any sums received from

the Tenant against any amounts due and payable by the Tenant under this Lease in such manner as the Landlord sees fit and regardless of the express purpose for which the tender was made, notwithstanding any endorsement placed on the check by which payment is made.

**21. Attorneys' Fees and Costs.** Tenant shall pay to Landlord on demand all costs, charges and expenses including reasonable attorneys' fees incurred by Landlord in enforcing this Lease or any covenant hereof, or in the collection of any Base Rent or other sums due hereunder, or in the recovery of possession of the Premises or reletting of the Premises, in the event of the breach by Tenant of any of the terms or provisions of this Lease. Tenant shall pay to Landlord on demand, all costs, charges and expenses including reasonable attorneys' fees incurred by the Landlord in prosecuting or defending any action that relates to or arises out of this Lease.

**22. Non-Waiver of Breach.** Landlord's failure to take advantage of any default or breach of covenant on the part of Tenant shall not be construed as a waiver thereof, nor shall any custom or practice which may grow between the parties in the course of administering this Lease be construed to waive or to lessen the right of Landlord to insist upon the strict performance by Tenant of any term, covenant or condition hereof, or to exercise any rights of Landlord on account of any such default. A waiver of a particular breach or default shall not be deemed to be a waiver of the same or any other subsequent breach or default. The acceptance of Base Rent or other sums due hereunder shall not be, or be construed to be, a waiver of any breach of any term, covenant or condition of this Lease. The presentation of any rent or other charge hereunder in the form of a check marked by Tenant to constitute a waiver of any default shall not constitute such waiver even though endorsed and cashed by Landlord, unless Landlord expressly agrees to waive such default by separate written instrument. No surrender of the Premises for any remainder of the term hereof shall operate to release Tenant from liability hereunder.

**23. Subordination by Tenant.** This Lease and Tenant's rights hereunder, are hereby made expressly subject and subordinate to any and all security agreements, mortgages, ground or underlying leases, or like instruments resulting from any financing or refinancing affecting the Premises or Building (or any portion thereof) which are currently in existence or which may hereafter be created by Landlord, or its successors or assigns, including any and all extensions and renewals, substitutions, and amendments thereof, and to any and all advances made or to be made under same (collectively the "Mortgage"). This provision shall be self-operative without the execution of any further instruments. Tenant agrees to execute any instrument or instruments which the Landlord may deem necessary or desirable to further evidence the foregoing subordination. With respect to this subordination provision, Tenant hereby irrevocably appoints Landlord as attorney-in-fact for Tenant with full power and authority to execute and deliver in the name of Tenant any such instrument which appointment shall be deemed coupled with an interest and irrevocable. Tenant further agrees to make such reasonable modifications to this Lease (not increasing Tenant's obligations hereunder) as may be requested by the holder of any such Mortgage (the "Mortgagee"). Tenant agrees that in the event of any act or omission by Landlord which could constitute a default by Landlord or give Tenant the right to terminate this Lease or claim a partial eviction, Tenant shall not exercise any such right until: (i) Tenant notifies Landlord in writing of such default and Landlord fails to cure such default within thirty (30) days of such notice, or such longer time as necessary in the circumstances if such default cannot reasonably be cured within such thirty (30) days; and (ii) until every holder of any Mortgage is notified in writing of such default and fails to commence to cure such default within

thirty (30) days after all of Landlord's periods to cure such default have expired. Tenant further agrees to execute any non-disturbance and/or attornment agreement requested by any Mortgagee.

24. **Time.** It is understood and agreed between the parties hereto that time is of the essence of this Lease, and to all of the terms, conditions and provisions contained herein, including without limitation for all payments due hereunder and improvements to be made. Any time period herein described shall mean calendar days.

25. **Transferability by Landlord.** Landlord shall have the right to transfer and assign, in whole or in part, all and every feature of its rights and obligations hereunder as part of a conveyance of the Premises and upon such assignment of this Lease or conveyance of the Premises, the Landlord named herein shall be released from all subsequent obligations or liabilities hereunder, and Landlord's successor in interest shall become the new Landlord hereunder and responsible to Tenant for all obligations of Landlord, including the security deposit.

26. **Amendment of Lease.** This Lease may not be altered, changed, or amended, except by an instrument in writing, signed by the party against whom enforcement is sought. This Lease and any exhibits contain the entire agreement reached in all previous negotiations between the parties hereto and there are no other representations, agreements or understandings of any kind, either written or oral, except as specifically set forth herein.

27. **Condemnation.** In the event all or any material part of the Building or the Premises shall be taken or condemned for any public or quasi-public use or purpose, the Landlord may, at its option, terminate this Lease from the time title to or right to possession of the Building shall vest in or be taken for such public or quasi-public use or purpose. Tenant shall not be entitled to receive any portion of any award made or paid to Landlord representing the property or interest of Landlord taken or damaged and Tenant hereby expressly waives and relinquishes any right or claim to any portion of any such award. Upon a taking, or total condemnation of the Building, Tenant shall be entitled to terminate the Lease and obtain the return of its security deposit. However, Tenant shall have the right to claim and recover from the condemning authority, but not from Landlord, such special and separate damages as may be recoverable by Tenant independent of and without diminution of Landlord's recovery. Except as set forth above, any non-material partial taking shall be treated in the same manner as a casualty loss for which neither party elects to terminate this Lease, as provided herein.

28. **Surrender of Demised Premises.** Tenant agrees to surrender the Premises at the termination of the tenancy herein created in the same condition as received by Tenant, reasonable use and wear thereof and approved improvements made during the term excepted.

29. **Holding Over.** In case of holding over by Tenant after expiration or termination of this Lease, Tenant shall be deemed a tenant at sufferance and shall be liable for Landlord's damages due to such holdover and shall pay for each month of such holdover period double the amount of Base Rent and other charges accruing for the last month during the term of this Lease. No holding over by Tenant after the term of this Lease shall operate to extend the Lease, except that Landlord, at its option, by written notice to Tenant, may elect to consider Tenant's

withholding of the Premises as a holdover of this Lease on a month-to-month basis on the same terms and conditions as this Lease with double the amount of Base Rent due each month.

30. **Quiet Enjoyment.** Tenant shall and may peaceably have, hold and enjoy the Premises subject to the terms of this Lease and provided Tenant pays the Base Rent herein reserved and other charges due hereunder and performs all the covenants and agreements herein contained.

31. **Attornment.** In the event of any foreclosure of any Mortgage encumbering the Premises, or deed-in-lieu thereof, or sale of the Premises, Landlord shall be released from all liability hereunder, except with respect to the security deposit, and Tenant shall attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the landlord under this Lease.

32. **Estoppel Certificate.** Within five (5) days after the request of either party, Tenant shall deliver to the requesting party, in a form satisfactory to the requesting party, a certificate certifying (i) the good standing and absence of default under this Lease; (ii) the absence of set-offs to charges hereunder; (iii) the validity and completeness of a copy of this Lease and all amendments to be attached to the certificate; (iv) the amount of pre-paid rent; (v) the amount of security deposit; (vi) the commencement and expiration dates hereof; (vii) the dates and amounts of the last made and next due Base Rent or other rent installments; and (viii) such other matters as Landlord shall request. Landlord will not be required to provide Tenant with more than 12 estoppel certificates per lease year.

33. **Signage and Window Treatments.** Except with the prior written consent of Landlord, the Tenant shall not erect, install, display, inscribe, paint or affix any window treatments, signs, lettering or advertising mediums, in, upon, or above any exterior or interior portion of the Premises or Building including, without limitation, the storefront as well as the exterior glass surfaces thereof. Tenant hereby acknowledges that it must obtain, at its own expense, all permits that may be required for posting of said signage.

34. **Brokerage.** Tenant represents and warrants that there are no brokers involved in this Lease except Welsh Realty and Property Management and Florida Prudential Realty to whom commission shall be paid by Landlord by separate agreement. Tenant agrees to indemnify, defend and hold Landlord harmless from and against all costs, claims, liabilities, expenses or damages of any kind whatsoever (including but not limited to attorneys' fees and costs at all tribunal levels) arising from any such brokerage claim made by anyone other than the above named broker.

35. **Recording.** Neither Tenant nor anyone claiming under Tenant shall record this Lease or any memorandum thereof without the prior written consent of Landlord. Landlord shall be entitled, but not required, to record a short form of memorandum (the "Memorandum") of this Lease. Within three (3) days of written request by Landlord, Tenant shall execute Landlord's Memorandum and promptly return such to Landlord.

36. **Severability.** Inapplicability, invalidation, or unenforceability of any one or more of the provisions of this Lease or any instrument executed and delivered pursuant hereto, by

judgment, court order or otherwise, shall in no way affect any other provision of this Lease or any other such instrument, which shall remain in full force and effect.

37. **Binding Effect.** Submission of this instrument for examination does not constitute a reservation of or option for the Premises nor an offer to rent. The instrument becomes effective as a Lease only upon authorized execution and delivery of both Landlord and Tenant.

38. **Trial by Jury.** Tenant and Landlord hereby waive any and all right to a jury trial of any issue or controversy arising under this Lease.

39. **Covenant of Rent and Statutory Lien.** Tenant agrees that the provisions for payment of Base Rent and other charges imposed herein are independent covenants of Tenant and Tenant shall not interpose any counterclaims in a summary proceeding or in any action based upon non-payment of Base Rent or any other payment required of Tenant hereunder. Tenant hereby pledges and assigns to Landlord, in addition to Landlord's statutory lien for rent hereunder, all of the permanent improvements, furniture, fixtures and personal property, equipment, goods, and chattels of Tenant which shall or may be brought to the Premises and Tenant agrees such lien may be foreclosed by foreclosure or otherwise at the election of Landlord. Tenant agrees to execute, upon Landlord's request, a standard Uniform Commercial Code Financing Statement and any other such further documentation as may be required by Landlord in connection with the perfection or continuation of this lien.

40. **Force Majeure.** This Lease and the obligations of the Tenant hereunder shall not be affected or impaired and Landlord shall not be liable in the event Landlord is unable to fulfill any of its obligations hereunder or is delayed in doing so if such inability or delay is caused by "force majeure". The term "force majeure" as used in this Lease shall mean "Acts of God", labor disputes (whether lawful or not), material or labor shortages, restrictions by any governmental authority, civil riots, hurricanes, floods or other cause beyond Landlord's control.

41. **Hazardous Substances.** Tenant shall not cause or permit the violation of any law relating to industrial hygiene or environmental conditions in connection with the Building or Premises, including soil and ground water conditions; nor shall Tenant use, generate, manufacture, store or dispose of any Hazardous Substances (as defined below) on, under or about the Building or Premises. Without Landlord's prior written consent, Tenant shall take no remedial action with respect to any Hazardous Substance on, under or about the Premises, and shall not enter into any settlement agreement, consent decree or other compromise or agreement relating to any such Hazardous Substance, except for emergency actions or actions required by governmental authority. Tenant shall indemnify, defend and hold Landlord harmless from any loss, liability, cost, expense and/or claim (including without limitation, the cost of any fines, remedial action, damage to the environment and clean up and the fees and costs of attorney and other experts) arising from: the use, release or disposal of any Hazardous Substance on, under or about the Building or Premises by Tenant; the transport of any Hazardous Substances to or from the Building or Premises by Tenant; the violation by Tenant of any law, rules or regulations relating to industrial hygiene or environmental conditions in connection with the Building or Premises, including soil and ground water condition; the breach of any of the representations, warranties and covenants of Tenant with respect to Hazardous Substances; and the actual or

alleged contamination by Tenant of the Premises by hazardous waste or Hazardous Substances. The provisions of this section will survive termination or any earlier cancellation of this Lease.

For purposes of this Lease, "Hazardous Substance(s)" means any substance or material defined or designated as a hazardous or toxic waste material or substance, or other similar term by any federal, state or local environmental statute, regulation or ordinance presently or hereafter in effect, as such statute, regulation or ordinance, as may be amended from time to time.

42. **Radon Gas.** RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY PUBLIC HEALTH UNIT. THIS PARAGRAPH IS PROVIDED FOR INFORMATIONAL PURPOSES PURSUANT TO FLORIDA STATUTES.

43. **Guarantee.** Kenneth James Ventura, by executing this Lease, hereby guarantees that upon Tenant's failure to cure any monetary or other default hereunder within the time frames as set forth in Section 20 hereof, Kenneth James Ventura shall be personally/individually bound by and liable for all of the terms, conditions, and obligations of this Lease, including for the payment of all financial obligations hereunder, which become due during the first year of this Lease. The parties agree that this guarantee covers all defaults accruing only during the first year of this Lease and any changes made, if any, to the provisions of this Lease after execution by agreement of the parties shall not affect this personal obligation of Kenneth James Ventura.

44. **Interpretation.** The captions, sections, clauses, article numbers, and section numbers of this Lease are inserted for convenience only and in no way limit, enlarge, define or otherwise affect the scope or intent of the Lease or any provision thereof. The parties hereto intend that the interpretation and enforcement of this Lease be governed by the laws of the State of Florida. If there is more than one Tenant, the obligations and liabilities hereunder imposed upon Tenant shall be joint and several. The words "Landlord" and "Tenant" shall also extend to and mean the successors in interest of the respective parties hereto and their permitted assigns, although this shall not be construed as conferring upon the Tenant the right to assign this Lease or sublet the Premises or confer rights of occupancy upon anyone other than Tenant. All charges due from Tenant to Landlord, including, without limitation, any charges against Tenant for services or work done on the Premises, shall be deemed additional rent, shall be included in any lien for rent, and shall be paid without setoff or defense of any kind. This Lease has been fully negotiated and reviewed by the parties and their counsel and is the work product of both Landlord and Tenant and accordingly shall not be more strictly construed against either party. Provisions inserted herein or affixed hereto shall not be valid unless appearing in the duplicate original hereof held by the Landlord and initialed by the Parties hereto. In the event of variation or discrepancy, the Landlord's duplicate shall control. This Lease and the exhibits, schedules, addenda, and riders are incorporated herein and set forth the entire agreement between the Landlord and Tenant concerning the Premises and Building and there are no other agreements or understandings between them. This Lease and its exhibits, schedules, addenda, and riders, may not be modified except by agreement in writing executed by the Landlord and Tenant. Nothing



in this Lease creates any relationship between the parties other than that of lessor and lessee and nothing in this Lease infers or determines that the Landlord is a partner of the Tenant or a joint venturer or member of a common enterprise with the Tenant.

IN WITNESS WHEREOF, Landlord and Tenant have duly executed this Lease as of the day and year first above written.

**LANDLORD:**

**ATTEST:**

Town of Lauderdale-By-The-Sea

\_\_\_\_\_  
Town Clerk

\_\_\_\_\_  
Constance Hoffmann, Town Manager

Date: \_\_\_\_\_

APPROVED AS TO FORM & LEGALITY

Susan L. Trevarthen  
Susan L. Trevarthen, Town Attorney

**TENANT:**

Nana's Original Stromboli

By: Kenneth Ventura

Print Name: Kenneth James Ventura

Title: President Date: 2/22/13

Kenneth Ventura, Individually, as Guarantor

Witness:

N. Welsh

NICHOLAS WELSH  
Printed Name

4117 Bougainvillea Rd

Address

#308 L.B.T.S. FL 33308

Kenneth Ventura  
Print Name: Kenneth James Ventura

Date: 2/22/13

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Exhibit "A"

Two pages to be separately attached

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Exhibit "B-1"

**IMPROVEMENTS BY TENANT**

**The estimated costs below are provided for illustration only and are not a limit on this obligation.**

1. Install floor drains 6" to 10" into slab.  
Plumbing drains cut & installed in work area, assembly, kitchen, walk-in, cool room, etc... Grease trap hook up to street.  
Estimated cost \$28,000 – 32,000.
2. Install a kitchen & hood system with a fire system.  
Estimated cost \$17,000
3. Remove and replace front window with a solid pane or awning impact window.  
Estimated cost \$3,000 – 5,000
4. Install a food grade drop ceiling in warehouse area.  
In some warehouse areas, some areas maybe epoxy coated and/or drywall applied.  
Estimated cost \$39,000
5. Create corridors in some areas using drywall.
6. Create a shipping/receiving room.
7. Extend drywall to ceiling at loft area.  
Estimated cost \$12,000 – 15,000
8. Apply epoxy paint to the ceiling in loft areas.  
Estimated cost \$3,800
9. Install plywood floor in loft areas. Plywood shall be sealed and an epoxy paint applied.  
Estimated cost \$3,000 – 5,000

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10. Install electrical service and wiring and drop lighting into drop ceiling.  
Estimated cost \$15,000 to \$24,000
11. Create an electrical room around the existing electrical panels in the warehouse  
Estimated cost included in costs of 5, 6, & 7
12. Install curves or waterproof base and apply epoxy paint to walls and base in warehouse.  
Estimated cost \$5.00 per lineal foot
13. Pressure clean the warehouse floor with hot water and steam.  
Estimated cost \$1,500
14. Apply a finish to floors sufficient to meet USDA standards  
Estimated cost \$18,000 - \$38,000
15. Remove and replace the panel stalls in both bathrooms.  
Estimated cost \$3,000
16. Block or seal the 8' bay door on south side of the building.  
Estimated cost \$800- \$1,500
17. Activate the air compressor system in warehouse. Add a compressor and air line drops  
Estimated cost \$1,800
18. Cut out drywall walls 4' up in warehouse, install wonderboard and finish prior to painting.  
Estimated cost \$4.50 per lineal foot based on square footage
19. Epoxy all walls in warehouse. First patch any openings, holes, cracks, fire caulk some areas, seal off vents; all prior to epoxy painting on walls and ceilings.  
Estimated cost \$15,000

Exhibit "B-2"

**WAREHOUSE UPGRADES FUNDED BY THE LANDLORD**

Paint or replace the car parking stops and re-stripe the lines.

Repair the existing landscaping and replace plants where necessary. Add mulch. (Landlord will spend no more than \$1,000 on landscape materials and mulch.)

Repair all electrical outlets in the office area of the Premises.

Remove two gas heaters.

Repair windows in office area so that they open and close.

Replace the broken glass in office window.

Paint the walls in the office space.

**WAREHOUSE UPGRADES THAT THE LANDLORD WILL REIMBURSE TENANT FOR, UP TO A MAXIMUM OF \$20,000.00**

Install fence within exterior compound running east to west.

Remove existing flooring and install new flooring in offices.

Replace 4 toilets, 2 urinals and remove 1 sink.

Make air conditioning system repairs and expand the air conditioning system, including duct work.

Seal all doors including bay door so no light comes through.

Paint the exterior of the building a color approved in writing by the Town.

*Nana's Original Stromboli, Inc.*  
*5421 NE 14<sup>th</sup> Avenue*  
*Fort Lauderdale, FL 33334*

AG 2013-16

Fedex Airbill # 771101688223

December 28, 2017

Mr. Ralph Bentley, Town Manager  
Town of Lauderdale-By-The-Sea  
4501 Ocean Drive  
Lauderdale-By-The-Sea, FL 33308

Dear Mr. Bentley,

Please allow this letter to serve as notice that Nana's Original Stromboli, Inc. will exercise the option to extend the lease on the property located at 5421 NE 14<sup>th</sup> Avenue, Fort Lauderdale, FL 33334, for an additional five year renewal term.

Respectfully Submitted,

  
Kenneth Ventura  
as President

Office of the

DEC 29 2017

Town Manager

cc: Fedex Airbill # 771101688223  
Susan L. Trevarthen, Town Attorney  
Town of Lauderdale-By-The-Sea  
4501 Ocean Drive  
Lauderdale-By-The-Sea, FL 33308

Regular Mail  
Patrick O'Neal, Attorney  
O'Neal & Booth, PA  
2900 E. Oakland Park Blvd, Suite 3  
Fort Lauderdale, FL 33306



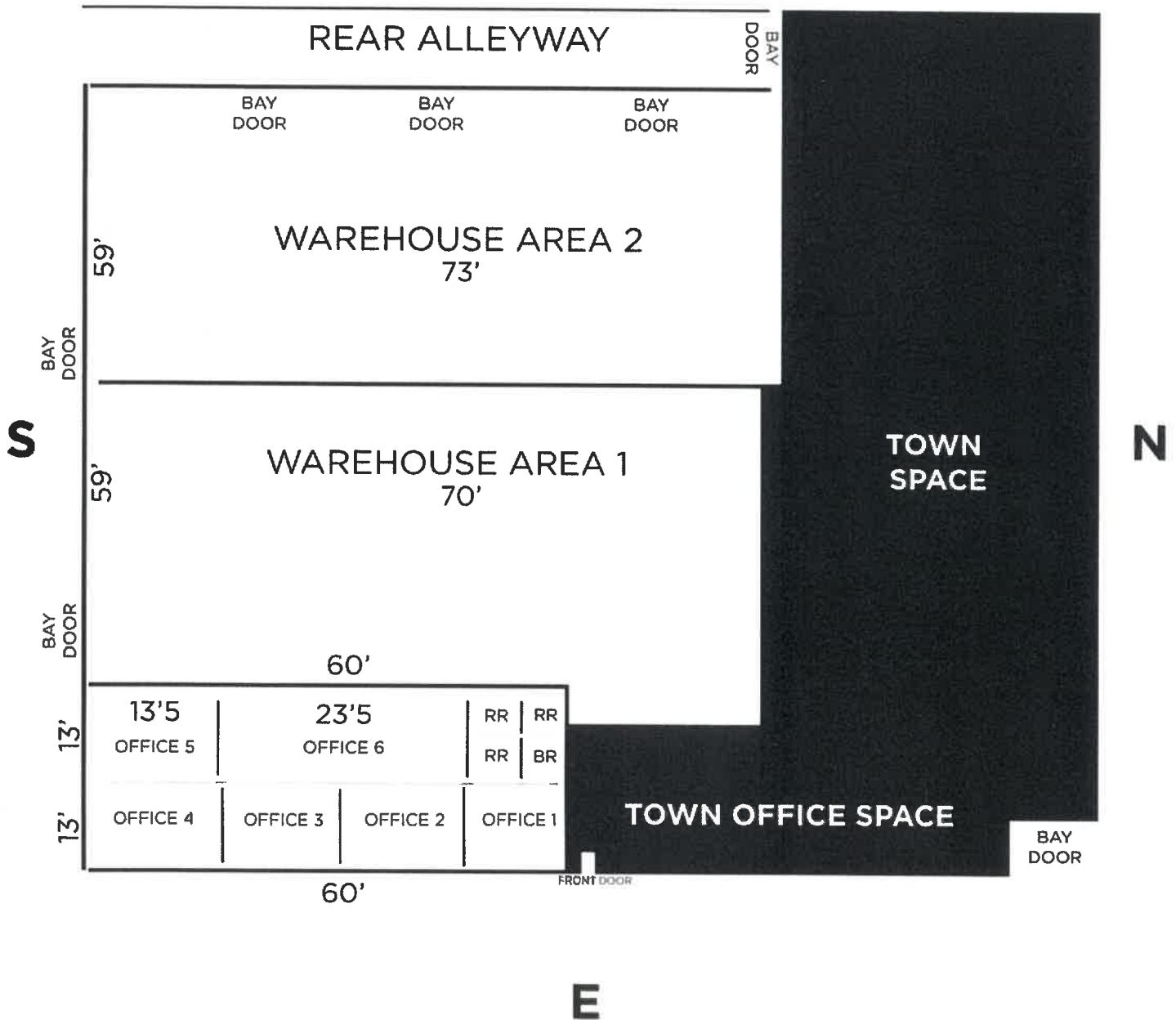
# LBTS WAREHOUSE LAYOUT



W

DIXIE HIGHWAY

FEC RAILROAD TRACKS



5453 NE 14TH Ave., Fort Lauderdale, Fla.











## Town Commission Agenda Item Report

**Meeting Date:** April 13, 2021

**Submitted By:** Ken Rubach

**Submitting Department:** Public Works

**Item Type:** Discussion Item

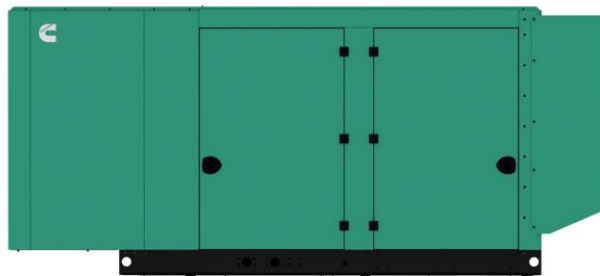
**Agenda Section:** NEW BUSINESS

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### Subject Title:

Town Hall/Public Works Generator (Ken Rubach, Public Works Director)

**Explanation:** As part of the Town's continuing process to harden its infrastructure in case of natural disasters and other emergencies, staff identified the Public Works Facility as the only building within the Town Hall Campus that does not have emergency generator power. Given the essential first responder function that the Public Works Department plays, especially in the case of severe weather, staff is recommending replacing the existing generator for the Town Hall Administration Building with a generator that would be able to power both buildings. The Town Hall Administration Building's generator is due for replacement as it has an engine whose parts are no longer available, and the engine and fuel tank are rusting badly. Repairs have been made to keep the unit operational however these are stopgap measures only and should not be viewed as measures to adequately prolong or maintain the life of the unit.



*Sample generator photo*

In consultation with our generator maintenance provider, Hughes Power Systems Corp. ("Hughes"), we were able to create the specifications for the new generator. Hughes has recommended a 60kw diesel generator (**Exhibit 1**), which will provide sufficient power to both buildings to allow operations to continue should power be lost.

Staff was able to utilize Sourcewell Contract #120617-CMM (a nationwide purchasing cooperative / **Exhibit 3**) and work directly with Cummins (generator manufacturer) to access cooperative pricing which provided better pricing than was available through the Florida Sheriff's

Contract. The Town Purchasing Manual states that the Town may procure goods and services via contracts that result from the Town's participation in cooperative purchasing groups with other governmental agencies or the Town's use of contracts from state or national cooperative purchasing networks that awarded contracts through open competition.

The cost for the generator is \$19,700.00 and there will be additional expenditures from our generator maintenance contractor in the amount of \$10,000 to remove and replace the existing generator, install a transfer switch in the Public Works Facility, and installation of all necessary wiring. Funds for this project are available in the 001.541.100-500.624 Capital Outlay-Building Improvement in the amount of \$37,500.

**Recommendation:**

Authorize the purchase of a generator utilizing the Sourcewell Contract and authorize the Interim Town Manager to issue a Purchase Order to Cummins Sales and Service in the amount of \$19,700.00 for the generator.

**Attachments:**

EX 1- Generator Quote

EX 2- Cummins RFP Proposal- Sourcewell Contract

EX 3- Cummins Original Acceptance and Award- Sourcewell Contract

EX 4- Cummins Contract Extension- Sourcewell Contract

Reviewed by Town  
Attorney

|                                     |     |                          |    |
|-------------------------------------|-----|--------------------------|----|
| <input checked="" type="checkbox"/> | Yes | <input type="checkbox"/> | No |
|-------------------------------------|-----|--------------------------|----|

Project: Lauderdale By the Sea

Quotation: Q-31777-20210402-0911

To



April 2, 2021

Prepared by

Mary Kay Peck  
813-299-4693  
mary.kay.peck@cummins.com

We are pleased to provide you this quotation based on your inquiry.

| Item | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Qty |
|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|
| 1    | C60D6, Diesel Genset, 60Hz, 60kW<br>U.S. EPA, Stationary Emergency Application<br>C60D6, 60kW, 60Hz, Standby, Diesel Genset<br>Duty Rating - Standby Power (ESP)<br>Listing - UL 2200<br>NFPA 110 Type 10 Level 1 Capable<br>Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency<br>Voltage - 120 / 240, 1 Phase, 3 Wire<br>Alternator - 60Hz, 4L, 240 / 120V, 1 Phase, 120C, 40C Ambient<br>Exciter / Reg - Torque Match<br>Aluminum Sound Attenuated Level 1 Enclosure, with Exhaust System<br>Enclosure Color - Sandstone, Aluminum<br>Enclosure - Wind Load 180 MPH, ASCE7-10<br>Skidbase - Housing Ready<br>UL142 Sub Base Dual Wall Basic, Diesel Fuel Tank, 24 Hour Minimum<br>Low Fuel Level Switch, 40%<br>Mechanical Fuel Gauge<br>Switch - Fuel Tank, Rupture Basin<br>Control Mounting - Right Facing<br>PowerCommand1.1 Controller<br>Gauge - Oil Pressure<br>Control Display Language - English<br>Load Connection - Single<br>Circuit Breaker, Location A, 250A, 3P, 600 Volts AC, 100%, UL<br>Right CB - None<br>Engine Governor - Electronic, Isochronous<br>Engine Starter - 12 Volt DC Motor<br>Engine Air Cleaner - Normal Duty<br>Battery Charging Alternator<br>Battery Charger - 6 Amp, Regulated<br>Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted<br>Shutdown - Low Coolant Level<br>Extension - Coolant Drain<br>Engine Coolant - 50% Antifreeze, 50% Water Mixture<br>Coolant Heater<br>Extension - Oil Drain<br>Engine Oil<br>Genset Warranty - 2 Years Base<br>Literature - English<br>Packing - Skid, Poly Bag<br>Larger Battery Rack | 1   |

**TOTAL: \$ 19,700.00**

Quote value does not include any tax.

**NOTE: Provisions of the Sourcewell contract supercede those listed herein.**

**NOTES:**

- Current Submittal Lead Time: xx weeks
- Current Production Lead Time (*after receipt of approved submittal and accepted PO*):
  - Transfer Switch(es): xx-xx weeks
  - Generator: xx-xx weeks
- Proposal based upon supplied xxxx documents dated xx/xx/xxxx only.
- Price quoted is F.O.B. factory with freight allowed to the first U.S. destination.
- Price does not include any applicable taxes unless listed above.
- All ship loose items installed by others.
- Unloading, installation, and fuel are not included and will be the responsibility of others.

Quotation: Q-31777-20210402-0911

**230**

- Indoor Generator:
  - All exhaust and fuel piping provided by others. All calculations for determining of sizing of exhaust and fuel piping sizes provided by others.
  - Providing xx grade muffler and stainless-steel flex connector(s) only. All other piping, accessories and installation are provided by others.
- Natural Gas or LP Gas Generator:
  - Main gas regulator, flex piping and stepdown regulator provided by others. Installation of main gas regulator not done by Cummins Personnel
  - Gas Pressure – For generators between 20kW-200kW 6-14 inches H2O to engine, for generators 250kW - 750kW 15-20 inches H2O to engine– Main gas supply should be 5 PSI+ feeding a step-down regulator located as close to the engine as possible. Line should be dedicated to the generator.
- Warranty: Cummins x-year warranty begins at the successful completion of startup and testing in lieu of acceptance or substantial completion.
- Startup & Training:
  - Providing Cummins standard startup and the specific testing listed above only. All other testing including NETA testing is provided by others.
  - Our proposal includes xx trips during normal business hours to complete the onsite services listed above. If additional trips or after-hours trips are required, additional cost will be incurred.
  - Training for maintenance personnel will be concurrent at time of startup unless otherwise noted.
  - No videotaping is included with this quotation. All taping is supplied by others.
- PMA: Generator Maintenance Agreement is not included and will be negotiated directly with the owner once equipment has been successfully started up and tested.
- *NOTICE: As a result of the outbreaks of the disease COVID-19 arising from the novel coronavirus, temporary delays in delivery, labor, or services from Cummins and its sub-suppliers or subcontractors may occur. Among other factors, Cummins' delivery is subject to correct and punctual supply from our sub-suppliers or subcontractors, and Cummins reserves the right to make partial deliveries or modify its labor or service. While Cummins shall make every commercially reasonable effort to meet the delivery, service, or completion described herein, such date(s) is(are) subject to change.*

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Mary Kay Peck  
[mary.kay.peck@cummins.com](mailto:mary.kay.peck@cummins.com)

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

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Authorized Signature

---

Date

---

Company Name

Project: Lauderdale By the Sea



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Printed Name & Title

---

Purchase Order No

<Rest of the page is intentionally left blank>



## TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the Quote, Sales Order, and/or Credit Application on the front side or attached hereto, are hereinafter referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, any terms and conditions related thereto shall be null and void and of no legal effect on Cummins.

### SCOPE

Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless agreed upon by the parties in writing. Any Quote is valid for 60 days. The price is firm provided drawings are approved and returned within 60 days after submission and ship date is not extended beyond published lead times. Any delays may result in escalation charges. A Sales Order for Equipment is accepted on hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received. A Quote is limited to plans and specifications section set forth in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated.

### SHIPPING; DELIVERY; DELAYS

Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined by Cummins, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use best efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities.

**AS A RESULT OF THE OUTBREAK OF THE DISEASE COVID-19 ARISING FROM THE NOVEL CORONAVIRUS, TEMPORARY DELAYS IN DELIVERY, LABOUR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOUR OR SERVICE. WHILE CUMMINS SHALL MAKE EVERY COMMERCIALY REASONABLE EFFORT TO MEET THE DELIVERY, SERVICE OR COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE.**

### PAYMENT TERMS; CREDIT; RETAINAGE

Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment.

### TAXES; EXEMPTIONS

Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

### TITLE; RISK OF LOSS

Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

### INSPECTION AND ACCEPTANCE

Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

### LIEN; SECURITY AGREEMENT

Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

### CANCELLATION; CHARGES

Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office 60 or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

### MANUALS

Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

### TRAINING; START UP SERVICES; INSTALLATION

Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start-up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

### MANUFACTURER'S WARRANTY

Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

### WARRANTY PROCEDURE

Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

#### LIMITATIONS ON WARRANTIES

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

#### INDemnITY

Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

#### LIMITATION OF LIABILITY

NOT WITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY) IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN EVEN IF THE EXCLUSIVE REMEDY UNDER THE WARRANTY IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

#### DEFAULT; REMEDIES

Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins.

Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

#### CUSTOMER REPRESENTATIONS; RELIANCE

Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins makes no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

#### CONFIDENTIALITY

Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

#### GOVERNING LAW AND JURISDICTION

This Agreement and all matters arising hereunder shall be governed by and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim arising in connection with this Agreement.

#### INSURANCE

Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

#### ASSIGNMENT

This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

#### INTELLECTUAL PROPERTY

Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

#### MISCELLANEOUS

Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for and Customer has agreed to purchase of the Equipment pursuant to these terms and conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such terms and conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event of a conflict in the terms of this Agreement

with any Customer terms or conditions or agreement (whether referenced in an order submitted by Customer as the terms that govern the purchase of the Equipment or otherwise) or any terms set forth in any other documentation of Customer with respect to the Equipment, the terms of this Agreement shall govern. Cummins may incur additional charges which will be passed on to the Customer, as applicable.

#### **COMPLIANCE**

Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment. Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

**To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.**



## National Joint Powers Alliance®

### REQUEST FOR PROPOSAL

for the procurement of

## ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

### RFP Opening

| DECEMBER 7, 2017 |

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12<sup>th</sup> Street Northeast, Staples, MN 56479

### **RFP #120617**

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #120617 ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES. Details of this RFP are available beginning October 19, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at [RFP@njpacoop.org](mailto:RFP@njpacoop.org). Proposals will be received until December 6, 2017 at 4:30 p.m. Central Time at the above address and opened December 7, 2017 at 8:30 a.m. Central Time.

### RFP Timeline

|                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| October 19, 2017                   | <b>Publication of RFP</b> in the print and online version of <i>USA Today</i> , in the print and online version of the <i>Salt Lake News</i> within the State of Utah, in the print and online version of the <i>Daily Journal of Commerce</i> within the State of Oregon (note: OR entities this pertains to: <a href="http://www.njpacoop.org/oregon-advertising">http://www.njpacoop.org/oregon-advertising</a> and also RFP Appendix B), in the print and online version of <i>The State</i> within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia. |
| November 16, 2017<br>10:00 a.m. CT | <b>Pre-Proposal Conference</b> (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference.                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| November 29, 2017                  | <b>Deadline for RFP questions.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| December 6, 2017<br>4:30 p.m. CT   | <b>Deadline for Submission of Proposals.</b> Late responses will be returned unopened.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| December 7, 2017<br>8:30 a.m. CT   | <b>Public Opening of Proposals.</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

Direct questions regarding this RFP to: Chris Robinson at [chris.robinson@njpacoop.org](mailto:chris.robinson@njpacoop.org) or (218) 895-4168.

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## **1 DEFINITIONS**

### **A. CONTRACT**

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

### **B. PROPOSER**

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

### **C. SOURCED GOOD or OPEN MARKET ITEM**

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

### **D. VENDOR**

A Proposer whose response has been awarded a contract pursuant to this RFP.

## **2 ADVERTISEMENT OF RFP**

**2.1** NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon's Daily Journal of Commerce, South Carolina's The State and Utah's Salt Lake Tribune; 3) on NJPA's website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

**2.2** NJPA also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

## **3 INTRODUCTION**

### **A. ABOUT NJPA**

**3.1** The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

**3.2** Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at [www.njpacoop.org](http://www.njpacoop.org).

**3.3** NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA's Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

**3.4** NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

### **B. JOINT EXERCISE OF POWERS LAWS**

**3.5** NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states "Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties..." This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

**3.5.1** For Members within the Commonwealth of Virginia, this RFP is intended to be a "joint procurement agreement" as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C may agree to be a Joint Purchaser under this RFP.

### **C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT**



**3.6** National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

**3.6.1** National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

**3.6.2** NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

**3.7** State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

**3.8** The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

**3.9** NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

#### **D. THE INTENT OF THIS RFP**

**3.10. National contract awarded by NJPA:** NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

**3.11** Beyond our primary intent, NJPA further desires to:

**3.11.1** Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;



- 3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;
- 3.11.3** Deliver “Value Added” aspects of the company, equipment/products and services as defined in the “Proposer’s Response”;
- 3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and
- 3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

**3.12 Exclusive or Multiple Awards:** Based on the scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency’s needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

**3.13 Non-Manufacturer Awards:** NJPA reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

**3.14 Manufacturer as a Proposer:** If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer’s authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

**3.15 Dealer/Reseller as a Proposer:** If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer’s authorization to provide those products and services from their manufacturer. When requested by NJPA, Proposers must document their authority to offer those products and/or services.

## **E. SCOPE OF THIS RFP**

**3.16 Scope:** The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES.

**3.17 Additional Scope Definitions:** In addition to ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES, **this solicitation should be read to include, but not to be limited to:**

- 3.17.1 Primary Offerings:** Proposer’s primary solution offerings may include: stationary and portable electrical generators; backup or standby generator sets; mobile or trailer mounted generators; enclosures; automatic transfer switches; switch gears; used generator sets; rental generator set agreements; and, generator-related design, installation, maintenance, or repair

services. It is further intended that Proposer's primary solutions will be for, or related to, electrical energy power generation from biofuel or fossil fuel sources.

**3.17.2 Incidental or Complementary Offerings:** in addition to the primary offerings, Proposer may include incidental or complementary offerings of: solar panel and microgrid solutions; mobile light towers; trailers; and, replacement or repair parts related to the primary offerings. It is further intended that electrical energy generation from renewable energy sources will not be more than an incidental or complementary part of Proposer's proposed solutions.

**3.17.3** NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

**3.17.3.1** [Omitted.]

**3.18 Overlap of Scope:** When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

**3.18.1** For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

**3.18.2** In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

**3.18.3** In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

**3.19 Best and Most Responsive – Responsible Proposer:** It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

**3.20 Sealed Proposals:** NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

**3.21 Use of Contract:** Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

**3.22 Awarded Vendor's interest in a contract resulting from this RFP:** Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

**3.23 Sole Source of Responsibility-** NJPA desires a “Sole Source of Responsibility” Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

**3.23.1 Scope of Equipment/Products/Services:** NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

**3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services:** NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

**3.23.3** Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

**3.23.3.1 Equipment/Products Only Solution:** Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

**3.23.3.2 Turn-Key Solutions:** A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

**3.23.3.3 Good, Better, Best:** Where appropriate and properly identified, Proposers may offer the choice “of good, better, best” multiple-grade solutions to meet NJPA Members’ needs.

**3.23.3.4 Proven – Accepted – Leading-Edge Technology:** Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members’ needs.

**3.23.4** If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

**3.24 Geographic Area to be Proposed:** This RFP invites proposals to provide ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

**3.25 Contract Term:** At NJPA’s option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

**3.25.1** NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

**3.26 Minimum Contract Value:** NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

**3.27 [This section is intentionally blank.]**

**3.28 Contract Availability:** This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

**3.28.1** With respect to Members within the Commonwealth of Virginia, this RFP is intended to be a “joint procurement agreement” as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C must be allowed to use this Contract as a Joint Purchaser.

**3.29 Proposer’s Commitment Period:** In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

## **F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED**

**3.30 Industry Standards:** Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of NJPA and its Members.

**3.30.1 Deviations from industry standards** must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

**3.30.2 Technical Descriptions/Specifications.** Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

**3.30.2.1** demonstrate the Proposer’s knowledge of industry standards and Member agency needs and expectations;

**3.30.2.2** Identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

**3.30.2.3** differentiate equipment/products and services from other industry manufacturers and providers.

**3.31 New Current Model Equipment/Products:** Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer’s “Hot List” described herein.

**3.32 Compliance with laws and standards:** All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

**3.33 Delivered and operational:** Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member’s site. Exceptions to “delivered and operational” must be clearly disclosed in the “Total Cost of Acquisition” section of the proposal.

**3.34 Warranty:** The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer’s warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty’s terms with the manufacturer. Any manufacturer’s warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

**3.35 Additional Warrants:** The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

## G. SOLUTIONS-BASED SOLICITATION

**3.36** The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a “Solutions-Based Solicitation.” NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

**3.37** While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members’ needs. NJPA may award all of the respondent’s proposal or may limit the award to a subset of the proposal.

## **3 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL**

### A. INQUIRY PERIOD

**4.1** The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission.” RFP packages will be distributed to potential Vendors during the inquiry period.

### B. PRE-PROPOSAL CONFERENCE

**4.2** A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA’s competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

## C. IDENTIFICATION OF KEY PERSONNEL

**4.3** Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

**4.4** These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

## D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

**4.5** Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

**4.6** Exceptions, deviations or contingencies requested in the Proposer's response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

## E. PROPOSAL FORMAT

**4.7** All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

**4.8** All proposals must be properly labeled and sent to "The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479."

**4.9** All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items.

**4.9.1** Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

**4.9.2** Signed hard copies of all addenda issued for the RFP;

**4.9.3** Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

**4.9.4** A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

**4.10** All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

**4.11** Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

**4.12** The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

**4.12.1** Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message **“Hold for Proposal Opening,”** and the deadline for proposal submission. NJPA is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

**4.13** Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

## F. QUESTIONS AND ANSWERS ABOUT THIS RFP

**4.14** Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

**4.15** Submit all questions about this RFP, in writing, referencing ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES to Chris Robinson at NJPA 202 12th Street NE, Staples, MN 56479 or to [RFP@njpacoop.org](mailto:RFP@njpacoop.org). You may also call Chris Robinson at (218) 895-4168. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

**4.16** If NJPA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

**4.17** If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

**4.18** Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at [www.njpacoop.org](http://www.njpacoop.org) (under “Current and Pending Solicitations”) and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

**4.19** Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

**4.20 through 4.21** [These sections are intentionally blank.]

## G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

**4.22** A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Procurement Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The



notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

## H. PROPOSAL OPENING PROCEDURE

**4.23** Sealed and properly identified responses for this RFP entitled ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES will be received by Chris Robinson, Procurement Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them.** At the time of the public opening, the NJPA Director of Procurement or a representative from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

## I. NJPA'S RIGHTS RESERVED

**4.24** NJPA may exercise the following rights with regard to the RFP.

**4.24.1** Reject any and all proposals received in response to this RFP;

**4.24.2** Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

**4.24.3** Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

**4.24.4** Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

**4.24.5** Waive any non-material deviations from the requirements and procedures of this RFP;

**4.24.6** Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

**4.24.7** Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

**4.24.8** Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

**4.24.9** Extend proposal due dates.

## 4 PRICING

**5.1** NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.



**5.2** This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$30 Million.**

Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by NJPA.

**5.3** Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

**5.4** All proposers must submit “Primary Pricing” in the form of either “Line-Item Pricing,” or “Percentage Discount from Catalog Pricing,” or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as “Hot List,” “Sourced Products,” and “Volume Discounts,” as well as financing options such as leasing. All pricing documents should include a clear effective date.

#### **A. LINE-ITEM PRICING**

**5.5** Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

**5.6** All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

**5.7** Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder’s proposal.

**5.8** Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

**5.9** All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

**5.10** Proposers should provide both a published “List Price” as well as a “Proposed Contract Price” in their pricing matrix. Published List Price will be the standard “quantity of one” price currently available to government and educational customers, excluding cooperative and volume discounts.

#### **B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY**

**5.11** This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products or services being proposed.

**5.12** Individualized percentage discounts can be applied to any number of defined product groupings.

**5.13** A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

**5.14** When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

#### C. COST PLUS A PERCENTAGE OF COST

**5.15** “Cost plus a percentage of cost” as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

#### D. HOT LIST PRICING

**5.16** Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as “Hot List” pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

**5.17** Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

#### E. CEILING PRICE

**5.18** Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

**5.19** [This section is intentionally blank.]

#### F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

**5.20 through 5.23** [These sections are intentionally blank.]

#### G. TOTAL COST OF ACQUISITION

**5.24** The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user’s location. For example, if you are proposing equipment/products FOB Proposer’s dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer’s dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user’s location.

#### H. SOURCED GOOD or OPEN MARKET ITEM

**5.25** A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor’s NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members’ needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

**5.26** NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

**5.27** An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

**5.28** "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

## I. PRODUCT & PRICE CHANGES

**5.29** Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

**5.30** NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

**5.31** The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

**5.32** **The new pricing restatement must include *all* products and services offered, even for those items whose pricing remains unchanged,** and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

**5.33** **ADDITIONS.** New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

**5.34** **DELETIONS.** New products and related services may be deleted from a contract if an item is no longer available.

**5.35** **PRICE CHANGES.** A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

**5.35.1** *Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

**5.35.2 Price increases:** A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

**5.36 through 5.37 [These sections are intentionally blank.]**

**5.38** Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

**5.39 through 5.43 [These sections are intentionally blank.]**

## **K. SALES TAX**

**5.44** Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

## **L. SHIPPING**

**5.45** Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

**5.46 through 5.47 [These sections are intentionally blank.]**

**5.48** All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

**5.49 through 5.50 [These sections are intentionally blank.]**

**5.51** Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

**5.52** The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

**5.53** NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products,

the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

**5.54** Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

## **5** **EVALUATION OF PROPOSALS**

### **A. PROPOSAL EVALUATION PROCESS**

**6.1** The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the “Warranty” criterion does not apply to a particular RFP, the points normally awarded under “Warranty” may be used to increase the number of potential points in another evaluation category or categories.) The “Pricing” criterion will contain at least a plurality of points for every RFP.

**6.2** NJPA uses a scoring system that gives primary importance to “Pricing.” But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer’s offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members’ needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

**6.3** The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under “Proposer Responsiveness,” found just below.

### **B. PROPOSER RESPONSIVENESS**

**6.4** All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

**6.5** All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

**6.6** Level-One Responsiveness means that the response

**6.6.1** is received before the deadline for submission or it will be returned unopened;

**6.6.2** is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;

**6.6.3** contains a pricing document (with apparent discounts) and all other forms fully completed, even if “not applicable” is the answer;

**6.6.4** includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;

**6.6.5** contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

**6.7** Level-Two Responsiveness (including whether the response is within the RFP's scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer's responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer's marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

## C. PROPOSAL EVALUATION CRITERIA

**6.8** Forms A and P include a series of questions that address the following categories:

**6.8.1** Company Information and Financial Strength

**6.8.2** Industry Requirements and Marketplace Success

**6.8.3** Ability to Sell and Deliver Service Nationwide

**6.8.4** Marketing Plan

**6.8.5** Other Cooperative Procurement Contracts

**6.8.6** Value-Added Attributes

**6.8.7** Payment Terms and Financing Options

**6.8.8** Warranty

**6.8.9** Equipment/Products/Services

**6.8.10** Pricing and Delivery

**6.8.11** Industry-Specific Questions

**6.9** [This section is intentionally blank.]

## D. OTHER CONSIDERATIONS

**6.10** In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer's response. NJPA may, however, consider additional information outside the Proposer's response. This research may include such sources as the Proposer's website, industry publications, listed references, and user interviews.

**6.11** NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for "Widgets and Related Products and Services." NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

**6.12 [This section is intentionally blank.]**

**6.13** NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

**6.14** A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

**6.15** NJPA reserves the right to reject any or all proposals.

**E. COST COMPARISON**

**6.16** NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

**6.17** This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the "Market Basket" from all appropriate product categories as determined by NJPA.

**F. MARKETING PLAN**

**6.18** A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

**6.19** NJPA marketing expectations include the following components.

**6.19.1** An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

**6.19.2** Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA



desires a marketing plan that communicates the value of the contract to as many Members as possible.

**6.19.3** Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

**6.19.4** Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

**6.19.5** Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

**6.19.6** Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

**6.19.6.1 Complete Marketing Plan.** Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

**6.19.6.2 Printed Marketing Materials.** Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

**6.19.6.3 Contract announcements and advertisements.** Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

**6.19.6.4 Proposer's Website.** Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

**6.19.7** An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

**6.20** Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

## G. CERTIFICATE OF INSURANCE

**6.21** Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under



this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a “Certificate Holder.” The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

**6.22** Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

**6.23 Insurance Liability Limits.** The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

**6.23.1 Minimum Scope and Limits of Insurance.** An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

**6.23.1.1 Commercial General Liability—Occurrence Form**

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

**6.23.1.2 Each Occurrence** \$1,500,000

**6.24 Insurance Requirements:** The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

**6.25 Acceptability of Insurers:** Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. NJPA does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

**6.26 Subcontractors:** Vendors’ certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

## H. ORDER PROCESS AND/OR FUNDS FLOW

**6.27** NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA’s Members.

**6.28 [This section is intentionally blank.]**

## I. ADMINISTRATIVE FEES

**6.29** Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

**6.29.1** The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

**6.29.2** The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge NJPA Members more than permitted in the then current price list in order to offset the administrative fee.

**6.29.3** The administrative fee is designed to cover the costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

**6.29.4** The typical administrative fee under this Contract is two percent (2%). While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. NJPA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

**6.29.5** NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

**6.30 through 6.32** [This section is intentionally blank.]

## J. VALUE-ADDED ATTRIBUTES

**6.33 Desirability of Value-Added Attributes:** Value-added attributes in an RFP response will be given positive consideration in NJPA's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

**6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses:** Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation.

**6.35 Environmentally Preferred Purchasing Opportunities:** Many NJPA Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

**6.36 Online Requisitioning Systems:** When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier

for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer's ordering process.

**6.37 Financing:** The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

**6.38 Technology:** Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

## K. WAIVER OF FORMALITIES

**6.39** NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

## 7 POST-AWARD OPERATING ISSUES

### A. SUBSEQUENT AGREEMENTS

**7.1 Purchase Order.** Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor's sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that "This purchase order is issued under NJPA contract #XXXXXX" (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

**7.2 Governing Law.** Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

**7.3 Additional Terms and Conditions.** Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a "net 30" payment requirement to the purchase order instead of applying a "net 10" requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

**7.4 Specialized Service Requirements.** In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

**7.5 Performance Bond.** At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

**7.6 Asset Management Contracts:** Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

## B. NJPA MEMBER SIGN-UP PROCEDURE

**7.7** Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

## C. REPORTING OF SALES ACTIVITY

**7.8** Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

**7.8.1 Zero sales reports:** Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

## D. AUDITS

**7.9** NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

## E. HUB PARTNER

**7.10 Hub Partner:** NJPA Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

**7.11 Hub Partner Fees:** NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor

stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is “Executed for the Benefit of [NJPA Member name].”

## **F. TRADE-INS**

**7.12** The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified “Trade-In” value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

## **G. OUT OF STOCK NOTIFICATION**

**7.13** The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

## **H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE**

**7.14** NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

**7.14.1** The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

**7.14.2** The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

**7.14.3** NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;

**7.14.4** The Vendor fails to fulfill any of the material terms and conditions of the Contract;

**7.14.5** The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;

**7.14.6** The Vendor fails to properly report quarterly sales;

**7.14.7** The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.

**7.15** Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA’s authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

**7.16** NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or

suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

**7.17** NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

**7.18** NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

## **8 GENERAL TERMS AND CONDITIONS**

### **8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP**

**8.1** Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

### **B. APPLICABLE LAW**

**8.2** [This section is intentionally blank.]

**8.3 NJPA Compliance with Minnesota Procurement Law:** NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

**8.4 Governing law with respect to delivery and acceptance:** All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

**8.5 Jurisdiction:** Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

**8.5.1** Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

**8.6 through 8.7** [This section is intentionally blank.]

**8.8 Indemnification:** Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.



**8.9 Prevailing wage:** The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

**8.10 Patent and copyright infringement:** The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

## C. ASSIGNMENT OF CONTRACT

**8.11** No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website ([www.njpacoop.org](http://www.njpacoop.org)).

**8.12** If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

## D. LIST OF PROPOSERS

**8.13** NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

## E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

**8.14** The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

## F. DATA PRACTICES

**8.15** All materials submitted in response to this RFP become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

**8.15.1** The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

**8.15.2** The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees, from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

**8.16 [This section is intentionally blank.]**

**G. ENTIRE AGREEMENT**

**8.17** This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

**H. FORCE MAJEURE**

**8.18** Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

**8.19 through 8.20 [These sections are intentionally blank.]**

**I. LICENSES**

**8.21** The Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with NJPA and NJPA Members.

**8.22** All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

**J. MATERIAL SUPPLIERS AND SUB-CONTRACTORS**

**8.23** The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

**K. NON-WAIVER OF RIGHTS**

**8.24** No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

**L. PROTESTS OF AWARDS MADE**



**8.25** And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

**8.25.1** The name, address, and telephone number of the protester;

**8.25.2** The original signature of the protester or its representative (you must document the authority of the representative);

**8.25.3** Identification of the solicitation by RFP number;

**8.25.4** Identification of the statute or procedure that is alleged to have been violated;

**8.25.5** A precise statement of the relevant facts;

**8.25.6** Identification of the issues to be resolved;

**8.25.7** The aggrieved party's argument and supporting documentation;

**8.25.8** The aggrieved party's statement of potential financial damages; and

**8.25.9** A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

#### **M. SUSPENSION OR DISBARMENT STATUS**

**8.26** If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

#### **N. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION**

**8.27** An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

**8.28** Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

#### **O. SEVERABILITY**

**8.29** In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

#### **P. RELATIONSHIP OF PARTIES**

**8.30** No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment

and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

## **9**      **FORMS**

**[THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.]**



**PROPOSER QUESTIONNAIRE- General Business Information**  
*(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)*

Proposer Name: \_\_\_\_\_ Questionnaire completed by: \_\_\_\_\_

Please identify the person NJPA should correspond with from now through the Award process:

Name: \_\_\_\_\_ E-Mail address: \_\_\_\_\_

***Please answer the questions below using the Microsoft Word® version of this document.*** This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

**Company Information & Financial Strength**

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
- 2) Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the **ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES** industry.
- 3) Provide a detailed description of the products and services that you are offering in your proposal.
- 4) What are your company’s expectations in the event of an award?
- 5) Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters.
- 6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 8) How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.
  - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?
  - b) If your company is best described as a manufacturer or service provider, please describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?
- 9) If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.
- 10) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.
- 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

### **Industry Recognition & Marketplace Success**

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 13) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.
- 14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 16) List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?
- 17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

### **Proposer's Ability to Sell and Deliver Service Nationwide**

- 18) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.
  - a) Sales force.
  - b) Dealer network or other distribution methods.
  - c) Service force.Please include details, such as the locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employers (or employees of a third party), and any overlap between the sales and service functions.
- 19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 20)
  - a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
  - b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

### **Marketing Plan**

- 22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.
- 23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

- 25) In your view, what is NJPA’s role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?
- 26) Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.

**Value-Added Attributes**

- 27) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.
- 28) Describe any technological advances that your proposed products or services offer.
- 29) Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.
- 30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.
- 31) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

**NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



**PROPOSER INFORMATION**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Toll-Free Number: \_\_\_\_\_ E-mail: \_\_\_\_\_

Website Address: \_\_\_\_\_

**COMPANY PERSONNEL CONTACTS**

**Authorized signer for your organization**

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

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

The person identified here must have proper signing authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer.

**Who prepared your RFP response?**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Who is your company’s primary contact person for this proposal?**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**Other important contact information**

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**

Company Name: \_\_\_\_\_

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by NJPA or included in the final contract. NJPA will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

| Section/page | Term, Condition, or Specification | Exception | NJPA ACCEPTS |
|--------------|-----------------------------------|-----------|--------------|
|              |                                   |           |              |
|              |                                   |           |              |
|              |                                   |           |              |
|              |                                   |           |              |
|              |                                   |           |              |
|              |                                   |           |              |
|              |                                   |           |              |

Proposer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**NJPA's clarification on exceptions listed above:**

**Contract Award**  
**RFP #120617**

**FORM D**



**Formal Offering of Proposal**  
(To be completed only by the Proposer)

ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

Company Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

(Name printed or typed)





**Contract Acceptance and Award**

**(To be completed only by NJPA)**

**NJPA** #120617 \_\_\_\_\_

\_\_\_\_\_  
**Proposer's full legal name**

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be \_\_\_\_\_, 20\_\_\_\_\_ and continue until- \_\_\_\_\_ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

**National Joint Powers Alliance® (NJPA)**

NJPA Authorized signature: \_\_\_\_\_  
NJPA Executive Director (Name printed or typed)

Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ **NJPA Contract Number** #120617

NJPA Authorized signature: \_\_\_\_\_  
NJPA Board Member (Name printed or typed)

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ **NJPA Contract Number** #120617

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

**Vendor Name** \_\_\_\_\_

Vendor Authorized signature: \_\_\_\_\_  
(Name printed or typed)

Title: \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ **NJPA Contract Number** #120617

**PROPOSER ASSURANCE OF COMPLIANCE****Proposal Affidavit Signature Page****PROPOSER'S AFFIDAVIT**

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to NJPA members agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of NJPA, or any person, firm, or corporation under contract with NJPA, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted in writing and have been included with the Proposer's RFP response.
4. The Proposer will, if awarded a Contract, provide to NJPA Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
5. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA Members under an awarded Contract.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. The Proposer understands that NJPA will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
8. The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify NJPA for reasonable measures that NJPA takes to uphold such a data designation.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Authorized Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Notarized**

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Notary Public in and for the County of \_\_\_\_\_ State of \_\_\_\_\_

My commission expires: \_\_\_\_\_

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



## OVERALL EVALUATION AND CRITERIA

For the Proposed Subject ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

|                                                            |             |  |
|------------------------------------------------------------|-------------|--|
| Conformance to RFP Terms and Conditions                    | 50          |  |
| Financial Viability and Marketplace Success                | 75          |  |
| Ability to Sell and Deliver Service Nationwide             | 100         |  |
| Marketing Plan                                             | 50          |  |
| Value-Added Attributes                                     | 75          |  |
| Warranty                                                   | 50          |  |
| Depth and Breadth of Offered Products and Related Services | 200         |  |
| Pricing                                                    | 400         |  |
| <b>TOTAL POINTS</b>                                        | <b>1000</b> |  |

Reviewed by: \_\_\_\_\_ Its \_\_\_\_\_  
 \_\_\_\_\_ Its \_\_\_\_\_

## **Form P**



### **PROPOSER QUESTIONNAIRE**

#### **Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions**

Proposer Name: \_\_\_\_\_

Questionnaire completed by: \_\_\_\_\_

#### **Payment Terms and Financing Options**

- 1) What are your payment terms (e.g., net 10, net 30)?
- 2) Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

#### **Warranty**

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.
  - Do your warranties cover all products, parts, and labor?
  - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
  - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
  - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
  - Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?
  - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

#### **Pricing, Delivery, Audits, and Administrative Fee**

- 7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.
- 8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. Provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)

- 9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.
- 10) The pricing offered in this proposal is
  - \_\_\_\_\_ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
  - \_\_\_\_\_ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
  - \_\_\_\_\_ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
  - \_\_\_\_\_ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- 12) Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.
- 13) Identify any total cost of acquisition costs that are **NOT** included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to NJPA.
- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See RFP Section 6.29 and following for details.)

### **Industry-Specific Questions**

- 19) Please specify product and voltage range the generator equipment that you are offering.
- 20) Describe your mobile or trailer mounted units, if any, and specify the ranges.
- 21) If you are providing trailers as part of a turnkey package, please provide details.
- 22) Describe how you will include customization and the pricing of such for the units.
- 23) Describe installation and service programs, and identify the associated services, service provider locations and pricing.
- 24) Describe any preventative maintenance or extended service coverage agreements.
- 25) Do you provide preventive, periodic or full maintenance plans/programs for the solutions you are proposing in this response?
  - a. If so, provide a recommended service & maintenance agreement for a periodic/preventative and or full maintenance plan.
  - b. What are recommended service intervals?
- 26) Describe your rental agreements and pricing schedule.

- 27) Will you include used equipment and if so, provide a pricing strategy for these units.
- 28) Provide a general overview of your products EPA compliance.
- 29) Identify the lifecycle cost of ownership of your generator solutions.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## 10 PRE-SUBMISSION CHECKLIST

| Check when Completed | Contents of Your Bid Proposal                                                                                                                           | Hard Copy Required Signed and Dated | Electronic Copy Required - CD or Flash Drive |
|----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------------------------------------|
|                      | Form A: Proposer Questionnaire with all questions answered completely                                                                                   | X - signature page only             | X                                            |
|                      | Form B: Proposer Information                                                                                                                            |                                     | X                                            |
|                      | Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request                                                                                | X                                   | X                                            |
|                      | Form D: Formal Offering of Proposal                                                                                                                     | X                                   | X                                            |
|                      | Form E. Contract Acceptance and Award                                                                                                                   |                                     | X                                            |
|                      | Form F: Proposers Assurance of Compliance                                                                                                               | X                                   | X                                            |
|                      | Form P: Proposer Questionnaire with all questions answered completely                                                                                   | X-signature page only               | X                                            |
|                      | Certificate of Insurance with \$1.5 million coverage                                                                                                    | X                                   | X                                            |
|                      | Copy of all RFP Addendums issued by NJPA                                                                                                                | X                                   | X                                            |
|                      | Pricing for all Products/Equipment/Services within the RFP being proposed                                                                               |                                     | X                                            |
|                      | Entire Proposal submittal including signed documents and forms.                                                                                         |                                     | X                                            |
|                      | All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.                                |                                     |                                              |
|                      | Package containing your proposal labeled and sealed with the following language:<br>"Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX" |                                     |                                              |
|                      | Response Package mailed and delivered prior to deadline to:<br>NJPA, 202 12th St NE, Staples, MN 56479                                                  |                                     |                                              |



## **11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM**

### **Section 1. Instructions for Vendor**

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA's Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

*NOTE:* New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

**ADDITIONS.** New products and related services may be added to a contract if such additions are within the scope of the original RFP.

**DELETIONS.** New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

**PRICE CHANGES:** Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

*Price decreases:* NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

*Price increases:* Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

### **Section 2. Vendor Name and Type of Change Request**

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME:

- ☐ Adding Products/Services
- ☐ Deleting Products/Services
- ☐ Price Increase
- ☐ Price Decrease

NJPA CONTRACT NUMBER:

### Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

|  |
|--|
|  |
|--|

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

*EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."*

|  |
|--|
|  |
|--|

If adding products, state how these are within the scope of the original RFP.

|  |
|--|
|  |
|--|

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.

|  |
|--|
|  |
|--|

#### Section 4. Complete Restatement of Pricing Submitted

A COMPLETE restatement of the pricing, including all new and existing products and services is attached and has been emailed to the Vendor's Contract Administrator.

☐ Yes

☐ No

#### Section 5. Signatures

\_\_\_\_\_  
Vendor Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name and Title of Authorized Signer

\_\_\_\_\_  
Jeremy Schwartz, NJPA Director of Cooperative Contracts and Procurement/CPO

\_\_\_\_\_  
Date



## Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

[http://www.usa.gov/Agencies/Local\\_Government/Cities.shtml](http://www.usa.gov/Agencies/Local_Government/Cities.shtml)

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

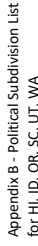
<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

[Oregon](#)

[Hawaii](#)

[Washington](#)

Hawaii  
County[illegible]













| Hawaii | Idaho                                                                                                                                                                                                                                                                                                                                                                   | Oregon                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              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|        | Wilderness Ranch Fire Protection District<br>Winona Highway District<br>Worley Fire District<br>Worley Highway District<br><b>State</b><br>Idaho Department of Administration<br>Idaho Department of Health and Welfare<br>State Of Idaho<br><b>Tribal</b><br>Coeur d'Alene Tribe<br>Kootenai Tribe of Idaho<br>Nez Perce Tribal Enterprises<br>Shoshone-Bannock Tribes | Colton Fire District<br>Colton Water District<br>Columbia Corridor Drainage Districts Joint Contracting Authority<br>Columbia Health District<br>Columbia Water District<br>Columbia River People's Utility District<br>Columbia Soil and Water Conservation District<br>Coos County Airport District<br>Coos County Library Service District<br>Coquille Indian Housing Authority<br>Corbett Water District<br>Cottonwood Irrigation District<br>Cove Rural Fire Protection District<br>Crooked River Ranch Fire Protection District<br>Curry Health District<br>Curry Public Library District<br>Dallas Cemetery District No. 4<br>Dean Marsh Water District<br>Deschutes County Fire District<br>Deschutes County 911 Service District<br>Deschutes Valley Water District<br>Devils Lake Water Improvement District<br>Deuter Rural Fire Protection District<br>Douglas County Fire District No. 2<br>Douglas County Housing Authority<br>Douglas Soil and Water Conservation District<br>Dufur Recreation District<br>Eagle Valley Soil and Water Conservation District<br>East Fork Irrigation District<br>East Multnomah Soil and Water Conservation District<br>East Umatilla County Health District<br>East Valley Water District<br>Echo Rural Fire District<br>Emeryville Fire District<br>Emerald People's Utility District<br>Estacada Rural Fire District No. 69<br>Fairview Water District<br>Falcon Cove Beach Water District<br>Farmers Irrigation District<br>Gardiner Sanitary District<br>Gaston Rural Fire District<br>Gladwin Fire District<br>Geophart Rural Fire Protection District<br>Glendale Rural Fire Protection District<br>Gleneden Sanitary District<br>Goshen Fire District<br>Government Camp Sanitary District<br>Grand Ronde Sanitary District<br>Grant County Transportation District<br>Grant County Water Conservation District<br>Green Bay Water District<br>Green Sanitary District<br>Hahien Road Special District<br>Halsey-Shedd Rural Fire Protection District<br>Hamlet Rural Fire Protection District<br>Harbor Sanitary District<br>Harbor Water Public Utility District<br>Harper District Hospital<br>Harrisburg Water Conservation District<br>Harriman Rural Fire Protection District<br>Hazeldeil Rural Fire Protection District<br>Helo Joint Water and Sewer Authority<br>Heets Water District<br>Hermiton Cemetery District<br>Hermiton Fire and Emergency Services District<br>Hermiton Irrigation District<br>Hood River Community District<br>Hood River County Fire District<br>Hood River County Transportation District<br>Hood River Valley Parks and Recreation District<br>Hoodland Fire District No. 74<br>Hubbard Rural Fire Protection District<br>Ice Fountain Water District<br>Illinois Valley Rural Fire Protection District<br>Ione Rural Fire Protection District<br>Jackson County Parks and Recreation Maintenance District<br>Jackson County Fire District No. 3<br>Jackson County Fire District No. 5<br>Jackson County Housing Authority<br>Jackson County Library District<br>Jackson County Vector Control District<br>Jackson County Water Conservation District<br>Jackson Soil and Water Conservation District<br>Jefferson Rural Fire Protection District<br>Jensen Fire District<br>Juntura City Rural Fire Protection District<br>Juniper Flat Rural Fire Protection District<br>Keating Soil and Water Conservation District<br>Kester Rural Fire Protection District<br>Keno Fire Protection District<br>Kernville-Gleneden Beach-Levick Beach Water District | Township<br><b>Tribal</b><br>Catawba Indian Nation |      | Pateros School District<br>Peterson School District No. 50<br>Pe Ell School District No. 301<br>Pemberton School District<br>Pemberton School District No. 402<br>Pomeroy School District No. 110<br>Port Angeles School District No. 121<br>Port Townsend School District No. 50<br>Prescott School District No. 402-37<br>Pride Prep Schools<br>Prosser School District No. 116<br>Puyallup Educational Services District<br>Puyallup School District No. 37<br>Puyallup School District No. 3<br>Quest-Clearwater School District No. 20<br>Quillcene School District No. 48<br>Quillayute Valley School District No. 402<br>Quincy School District No. 144<br>Rainier School District No. 307<br>Raymond School District No. 116<br>Reardan School District<br>Remlap School District No. 403<br>Republic School District<br>Richland School District No. 400<br>Ridgely School District No. 122<br>Ritzville School District<br>Riverside School District<br>Riverview School District No. 407<br>Rockwell School District<br>Rogaham School District No. 320<br>Royal School District<br>San Juan Island School District No. 149<br>Satsop School District No. 104<br>Seattle Public Schools<br>Sedro-Woodley School District No. 101<br>Selah School District No. 119<br>Selkirk School District No. 70<br>Shelton School District No. 23<br>Shaw Island School District No. 10<br>Shelton School District No. 309<br>Shoreline School District No. 412<br>Skykomish School District<br>Snohomish School District No. 201<br>Snoqualmie Valley School District No. 410<br>Soap Lake School District No. 156<br>South Kitsap School District No. 140<br>South Kitsap School District No. 402<br>South Whidbey School District No. 206<br>Southside School District<br>Spokane Public Schools<br>Spokane School District<br>St. John School District No. 322<br>Stanwood-Camano School District No. 401<br>Stewart School District<br>Stevens School District No. 1<br>Stevens School District No. 104<br>Stevenson-Carson School District No. 303<br>Sultan School District No. 311<br>Summit Valley School District 202<br>Summer School District No. 320<br>Sunmyde School District No. 201<br>Tacoma School District No. 30<br>Taholah School District No. 37<br>Taholah School District No. 409<br>Toloka School District No. 265<br>Tennis School District No. 402<br>Thorp School District No. 400<br>Toledo School District No. 237<br>Tonawaket School District<br>Toppish School District No. 202<br>Touchet School District No. 380<br>Touret School District No. 30<br>Tread Lake School District No. 1400<br>Tukwila School District No. 406<br>Turmwater School District No. 33<br>Union Gap School District No. 2<br>University Place School District No. 83<br>Valley School District<br>Valley School District No. 70<br>Vancouver School District No. 37<br>Vancouver School District No. 402<br>Vashikam School District No. 200<br>Wahluke School District No. 73<br>Walla Walla School District<br>Walla Walla School District No. 140<br>Wapato School District No. 207<br>Warden School District No. 146-161<br>Washington Schools Risk Management Pool<br>Washington School District<br>Washington School District<br>Washougal School District<br>Washtucum School District<br>Waterville School District No. 209<br>Wellpinit School District<br>West Valley School District No. 246<br>West Valley School District No. 208, Yalime County |







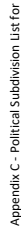


| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington                                                                      |
|--------|-------|--------|----------------|------|---------------------------------------------------------------------------------|
|        |       |        |                |      | Pend Oreille County Fire District No. 4                                         |
|        |       |        |                |      | Pend Oreille County Library District                                            |
|        |       |        |                |      | Pend Oreille County Public Works District No. 1                                 |
|        |       |        |                |      | Pend Oreille Public Utility District No. 1                                      |
|        |       |        |                |      | Peninsula Housing Authority                                                     |
|        |       |        |                |      | Peninsula Metropolitan Park District                                            |
|        |       |        |                |      | Peshastin Irrigation District                                                   |
|        |       |        |                |      | Peshastin Water District                                                        |
|        |       |        |                |      | Pierce Conservation District                                                    |
|        |       |        |                |      | Pierce County Fire District No. 13                                              |
|        |       |        |                |      | Pierce County Fire District No. 16                                              |
|        |       |        |                |      | Pierce County Fire District No. 17                                              |
|        |       |        |                |      | Pierce County Fire District No. 23                                              |
|        |       |        |                |      | Pierce County Fire District No. 27                                              |
|        |       |        |                |      | Pierce County Fire District No. 3                                               |
|        |       |        |                |      | Pierce County Fire District No. 5                                               |
|        |       |        |                |      | Pierce County Fire District No. 8                                               |
|        |       |        |                |      | Pierce County Fire Protection District No. 14                                   |
|        |       |        |                |      | Pierce County Fire Protection District No. 2                                    |
|        |       |        |                |      | Pierce County Fire Protection District No. 21                                   |
|        |       |        |                |      | Pierce County Housing Authority                                                 |
|        |       |        |                |      | Pike Place Market Preservation and Development Authority                        |
|        |       |        |                |      | Point Roberts Water District No. 4                                              |
|        |       |        |                |      | Pondaray Shores Water and Sewer District                                        |
|        |       |        |                |      | Port Ludlow Drainage District                                                   |
|        |       |        |                |      | Prescott Joint Parks and Recreation District                                    |
|        |       |        |                |      | Prosser Fire District No. 3                                                     |
|        |       |        |                |      | Prosser Public Utility District                                                 |
|        |       |        |                |      | Public Hospital District No. 1                                                  |
|        |       |        |                |      | Public Hospital District No. 3                                                  |
|        |       |        |                |      | Public Utility District No. 1                                                   |
|        |       |        |                |      | Payallup Tribal Health Authority                                                |
|        |       |        |                |      | Quilletee Housing Authority                                                     |
|        |       |        |                |      | Quincy-Columbia Basin Irrigation District                                       |
|        |       |        |                |      | Renton Housing Authority                                                        |
|        |       |        |                |      | Richardson Public Utility District                                              |
|        |       |        |                |      | Richard Public Facility District                                                |
|        |       |        |                |      | Ronald Waterwater District                                                      |
|        |       |        |                |      | Roza Irrigation District                                                        |
|        |       |        |                |      | Sacbehen Lake Sewer and Water District                                          |
|        |       |        |                |      | Sammamish Plateau Water and Sewer District                                      |
|        |       |        |                |      | San Juan Island Library District                                                |
|        |       |        |                |      | Saratoga Water District                                                         |
|        |       |        |                |      | Seattle Fire District                                                           |
|        |       |        |                |      | Seattle-Chinatown International District Preservation and Development Authority |
|        |       |        |                |      | Seattle Housing Authority                                                       |
|        |       |        |                |      | Seattle Southside Regional Tourism Authority                                    |
|        |       |        |                |      | Selah-Meweé Irrigation District                                                 |
|        |       |        |                |      | Si View Metropolitan Park District                                              |
|        |       |        |                |      | Silver Lake Flood Control District                                              |
|        |       |        |                |      | Silver Lake Water And Sewer District                                            |
|        |       |        |                |      | Skiway Water District                                                           |
|        |       |        |                |      | Skagit County Cemetery District                                                 |
|        |       |        |                |      | Skagit County Cemetery District No. 2                                           |
|        |       |        |                |      | Skagit County Fire District No. 10                                              |
|        |       |        |                |      | Skagit County Fire District No. 11                                              |
|        |       |        |                |      | Skagit County Fire District No. 15                                              |
|        |       |        |                |      | Skagit County Fire District No. 9                                               |
|        |       |        |                |      | Skagit County Fire Protection District No. 13                                   |
|        |       |        |                |      | Skagit County Fire Protection District No. 14                                   |
|        |       |        |                |      | Skagit County Fire Protection District No. 2                                    |
|        |       |        |                |      | Skagit County Fire Protection District No. 3                                    |
|        |       |        |                |      | Skagit County Fire Protection District No. 4                                    |
|        |       |        |                |      | Skagit County Fire Protection District No. 5                                    |
|        |       |        |                |      | Skagit County Fire Protection District No. 8                                    |
|        |       |        |                |      | Skagit County Housing Authority                                                 |
|        |       |        |                |      | Skagit County Public Hospital District No. 1                                    |
|        |       |        |                |      | Skagit County Public Hospital District No. 2                                    |
|        |       |        |                |      | Skagit County Public Hospital District No. 304                                  |
|        |       |        |                |      | Skagit County Public Utility District No. 1                                     |
|        |       |        |                |      | Skagit County Sewer District No. 1                                              |
|        |       |        |                |      | Skagit County Sewer District No. 2                                              |
|        |       |        |                |      | Skagit Valley Public Hospital District No. 1                                    |
|        |       |        |                |      | Stamania County Fire District No. 1                                             |
|        |       |        |                |      | Stamania County Fire District No. 4                                             |
|        |       |        |                |      | Stamania County Public Hospital District No. 1                                  |
|        |       |        |                |      | Stamania County Public Hospital District                                        |
|        |       |        |                |      | Stkway Water and Sewer District                                                 |
|        |       |        |                |      | Snohomish County Fire District No. 15                                           |
|        |       |        |                |      | Snohomish County Fire District No. 16                                           |
|        |       |        |                |      | Snohomish County Fire District No. 19                                           |
|        |       |        |                |      | Snohomish County Fire District No. 26                                           |
|        |       |        |                |      | Snohomish County Fire District No. 5                                            |
|        |       |        |                |      | Snohomish County Fire Protection District No. 1                                 |
|        |       |        |                |      | Snohomish County Fire Protection District No. 2                                 |
|        |       |        |                |      | Snohomish County Fire Protection District No. 21                                |
|        |       |        |                |      | Snohomish County Fire Protection District No. 22                                |
|        |       |        |                |      | Snohomish County Fire Protection District No. 25                                |
|        |       |        |                |      | Snohomish County Fire Protection District No. 28                                |
|        |       |        |                |      | Snohomish County Fire Protection District No. 3                                 |
|        |       |        |                |      | Snohomish County Fire Protection District No. 7                                 |





| Hawaii | Idaho | Oregon | South Carolina | Utah | Washington                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
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|        |       |        |                |      | Whatcom County Fire District No. 1<br>Whatcom County Fire District No. 11<br>Whatcom County Fire District No. 14<br>Whatcom County Fire District No. 16<br>Whatcom County Fire District No. 17<br>Whatcom County Fire District No. 4<br>Whatcom County Fire District No. 5<br>Whatcom County Fire District No. 7<br>Whatcom County Fire District No. 8<br>Whatcom County Public Utility District No. 1<br>Whatcom County Water District No. 12<br>Whatcom County Water District No. 13<br>Whatcom County Water District No. 15<br>Whatcom County Water District No. 2<br>Whatcom County Water District No. 7<br>Whatcom Transportation Authority<br>Whidbey Island Public Hospital District<br>Whiststone Reclamation District<br>Whitman County Fire District No. 11<br>Whitman County Fire Protection District No. 12<br>Whitman County Fire Protection District No. 14<br>Whitman County Fire Protection District No. 2<br>Whitman County Public Hospital District No. 3<br>Whitman County Rural Library District<br>Whitworth Water District No. 2<br>Willapa Valley Water District<br>William Shore Memorial Pool District<br>Williams Lake Sewer District No. 2<br>Wine Science Center Development Authority<br>Woodpecker Public Water District<br>Woodville Water District<br>Yakima County Fire District No. 1<br>Yakima County Fire District No. 3<br>Yakima County Fire District No. 4<br>Yakima County Fire District No. 5<br>Yakima County Fire District No. 6<br>Yakima County Fire Protection District No. 12<br>Yakima County Fire Protection District No. 14<br>Yakima County Regional Health Center District<br>Yakima Housing Authority<br>Yakima Regional Clean Air Authority<br>Yakima Rural County Library District<br>Yakima-Tieton Irrigation District |
|        |       |        |                |      | <b>State</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|        |       |        |                |      | North Seattle Community College<br>Seattle Colleges<br>Skagit County<br>Spokane County<br>Washington State Department of Enterprise Services<br>Washington State Department of Health<br>Washington State Department of Social and Health Services<br>Washington State Health Care Authority                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|        |       |        |                |      | <b>Tribal</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|        |       |        |                |      | Columbia River Inter-Tribal Fish Commission<br>Confederated Tribes of the Chehalis Reservation<br>Confederated Tribes of the Coquille Reservation<br>Confederated Tribes of the Grand Ronde Reservation<br>Confederated Tribes of the Yakama Nation<br>Cowitz Indian Tribe<br>Hoh Indian Tribe<br>Jamestown S'Kallam Tribe<br>Kallispel Tribe of Indians<br>Lower Elwha Klallam Tribe<br>Lummi Indian Nation<br>Makah Tribe<br>Makah Indian Nation<br>Muckleshoot Indian Tribe<br>Nisqually Indian Tribe<br>Nooksack Indian Tribe<br>Port Gamble S'Kallam Tribe<br>Puyallup Tribe of Indians<br>Quileute Indian Tribe<br>Quinault Indian Nation<br>Samish Indian Nation<br>Skagit County Indian Tribe<br>Skokomish Indian Tribe<br>Snoqualmie Indian Tribe<br>Spokane Tribe<br>Squawen Island Tribe<br>Stillaguamish Tribe of Indians<br>Suquamish Tribe<br>Swinomish Indian Tribal Community<br>Tlaak Indian Tribe<br>Umatilla Indian Tribe<br>Upper Skagit Indian Tribe<br>Yakama Nation Land Enterprise                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |



### Special Districts

|                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
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| <b>Public K-12</b> | Accomack County Public Schools<br>Albemarle County Public Schools<br>Alexandria City Public Schools<br>Allegany County Public Schools<br>Arlington County Public Schools<br>Arlington Public Schools<br>Appomattox County Public Schools<br>Arlington Public Schools<br>Atlantic Shores Christian Schools<br>Baltimore County Public Schools<br>Bath County Public Schools<br>Bedford County Public Schools<br>Beltford County Public Schools<br>Betsworth County Public Schools<br>Bland County Public Schools<br>Buckhannon County Public Schools<br>Buckhannon County Schools<br>Buena Vista City Public Schools<br>Camperdown County Schools<br>Carroll County Public Schools<br>Charles City County School District<br>Charlotte County Public Schools<br>Charlottesville City Schools<br>Cheney County Public Schools<br>Cheneyfield County Public Schools<br>Colonial Beach Schools<br>Colonial Heights Public Schools<br>Columbia County Public Schools<br>Covington City Public Schools<br>Craig County Public Schools<br>Culpeper County Public Schools<br>Cumberland County Public Schools<br>Dickinson County Public Schools<br>Dorchester County Public Schools<br>Dorchester County Public Schools<br>Fairfax County Public Schools<br>Falls Church City Public Schools<br>Fauquier County Public Schools<br>Fleming County Public Schools<br>Florida County Public Schools<br>Franklin City Schools<br>Franklin County Public Schools<br>Frederick County Public Schools<br>Frederick County Public Schools<br>Gale County Public Schools<br>Glenn County Public Schools<br>Glover County Public Schools<br>Goodpasture County Public Schools<br>Goodland County Public Schools<br>Greene County Public Schools<br>Greenville County Public Schools<br>Halifax County Public Schools<br>Harrison City Schools<br>Harrisonburg City Public Schools<br>Henrico County Public Schools<br>Henry County Public Schools<br>Highland County Public Schools<br>Hingham County Schools<br>Imperial Schools<br>Isle of Wight County Schools<br>King and Queen County Public Schools<br>King George County Public Schools<br>King William County Public Schools<br>King William County Public Schools<br>Lee County Public Schools<br>Lexington City Schools<br>Loudoun County Public Schools<br>Louisa County Public Schools<br>Madison County Public Schools<br>Manassas City Public Schools<br>Manassas Park City Schools<br>Martinsville Public Schools<br>Martinsville City Schools<br>Middlesex County Public Schools<br>Middlesex County Public Schools<br>Montgomery County Public Schools<br>Nelson County Public Schools<br>Newport News Public Schools<br>Norfolk Public Schools<br>Northampton County School District<br>Northumberland County Public Schools<br>Northampton County Public Schools<br>Orange County Public Schools |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

| Public                                              | Private                       |
|-----------------------------------------------------|-------------------------------|
| Burn Ridge Community College                        | University of Maryland System |
| Central Virginia Community College                  | University of Maryland System |
| Christopher Newport University                      | University of Maryland System |
| College of William and Mary                         | University of Maryland System |
| Danielle Community College                          | University of Maryland System |
| Eastern Shore Community College                     | University of Maryland System |
| Eastern Virginia Medical School                     | University of Maryland System |
| George Mason University                             | University of Maryland System |
| George Washington University                        | University of Maryland System |
| J. Sargeant Reynolds Community College              | University of Maryland System |
| James Madison University                            | University of Maryland System |
| John Tyler Community College                        | University of Maryland System |
| Longwood University                                 | University of Maryland System |
| Mountain Empire Community College                   | University of Maryland System |
| Mountain Empire Technical Center                    | University of Maryland System |
| New College Institute                               | University of Maryland System |
| New River Community College                         | University of Maryland System |
| Norfolk State University                            | University of Maryland System |
| Norfolk Community College                           | University of Maryland System |
| Old Dominion University                             | University of Maryland System |
| Patrick Henry Community College                     | University of Maryland System |
| Paul D. Camp Community College                      | University of Maryland System |
| Piedmont Virginia Community College                 | University of Maryland System |
| Piedmont Virginia Community College                 | University of Maryland System |
| Rappahannock Community College                      | University of Maryland System |
| Richard Bland College                               | University of Maryland System |
| Rowlett Technical Center                            | University of Maryland System |
| Southern Virginia Higher Education Center           | University of Maryland System |
| Southwest Virginia Community College                | University of Maryland System |
| State College of Higher Education for Virginia      | University of Maryland System |
| Thomas Nelson Community College                     | University of Maryland System |
| Tidewater Community College                         | University of Maryland System |
| University of Virginia                              | University of Maryland System |
| University of Virginia Health System                | University of Maryland System |
| University of Virginia, Wise                        | University of Maryland System |
| Virginia College of Art and Design                  | University of Maryland System |
| Virginia Commonwealth University                    | University of Maryland System |
| Virginia Community College System                   | University of Maryland System |
| Virginia Military Institute                         | University of Maryland System |
| Virginia Polytechnic Institute and State University | University of Maryland System |
| Virginia Western Community College                  | University of Maryland System |
| Wytheville Community College                        | University of Maryland System |

[illegible]

**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by NJPA if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

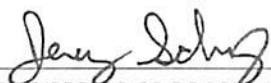
NJPA Contract #: 120617-CMM

Proposer's full legal name: Cummins Inc.

**Based on NJPA's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.**

The effective date of the Contract will be January 29, 2018 and will expire on January 29, 2022 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

**NJPA Authorized Signatures:**

  
NJPA DIRECTOR OF COOPERATIVE CONTRACTS  
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

  
NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on January 25, 2018

NJPA Contract # 120617-CMM

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name CUMMINS INC

Authorized Signatory's Title ACCOUNT EXECUTIVE - NATIONAL ACCOUNTS

  
VENDOR AUTHORIZED SIGNATURE

SRIHARSHA NARRAVULA  
(NAME PRINTED OR TYPED)

Executed on 01/31, 2018

NJPA Contract # 120617-CMM

## Letter of Agreement To Extend the Contract

Between

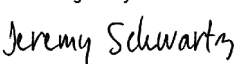
**Cummins Inc.**  
**3850 Victoria Street**  
**Shoreview, MN 55126**

And

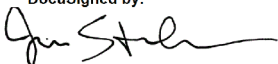
**Sourcwell**  
**202 12<sup>th</sup> Street NE**  
**Staples, MN 56479**  
**Phone: (218) 894-1930**

The Vendor and Sourcwell have entered into an Agreement (Contract #120617-CMM) for the procurement of Electrical Energy Power Generation with Related Parts, Supplies and Services. This Agreement has an expiration date of January 29, 2022, but the parties may extend the Agreement for one additional year by mutual consent.

The parties acknowledge that extending the Agreement for another year benefits the Vendor, Sourcwell and Sourcwell's members. The Vendor and Sourcwell therefore agree to extend the Agreement listed above for a fifth year. This existing Agreement will terminate on January 29, 2023. All other terms and conditions of the Agreement remain in force.

Sou DocuSigned by:  
  
By: C0FD2A139D06489..., Its: Director of Operations & Procurement/CPO

Name printed or typed: Jeremy Schwartz  
2/12/2021 | 11:57 AM CST  
Date \_\_\_\_\_

Cun DocuSigned by:  
  
By: 8AEAAAB1D1E4348F..., Its: Director-National Sales

Jim Stalnaker  
Name printed or typed: \_\_\_\_\_  
2/12/2021 | 10:07 AM PST  
Date \_\_\_\_\_



## Town Commission Agenda Item Report

**Meeting Date:**

**Submitted By:** Ken Rubach

**Submitting Department:** Municipal Services

**Item Type:** Discussion Item

**Agenda Section:** NEW BUSINESS

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### Subject Title:

Resolution 2021-24 Authorizing an Agreement with The Chappell Group to Perform Permitting Services and Create Bid Documents for the Bel Air Seawall **(Exhibit 1)**

**Explanation:** In January 2021, Dynamic Engineering Solutions, Inc. inspected the Town's Bel Air seawall and reviewed the findings of the inspections with staff **(Exhibit 2)**. Based on the visual observations during the inspection, the bulkhead (seawall) located along the canal adjacent to Bel Air Drive, which is owned by the Town, was considered to be in poor to fair condition with widespread deficiencies throughout both the limestone rock and concrete pile/panel portions. The bulkhead was found to be in stable condition at the time of inspection with signs of previous rotation. The wall appeared significantly aged, and the inspection revealed that it most likely exceeded its service life. Due to the apparent age and level of widespread deficiencies within the Property bulkhead, Dynamic Engineering recommended to completely replace the existing bulkhead at this time.

The Town requested that The Chappell Group, Inc. ("Chappell") submit a Proposal to perform a study related to the seawall improvements. The scope of services includes the following tasks (the "Services"):

- Conduct benthic survey of the submerged bottoms to locate any benthic resources within the footprint of the of the proposed seawall improvement within the Town limits. All submerged portions of the existing canals will be traversed by divers equipped with scuba equipment.
- Prepare and process environmental resource permit applications to the U.S. Army Corps of Engineers, Florida Department of Environmental Protection, and Broward County Environmental Protection & Growth Management Department to replace or repair the existing seawall as depicted on the survey provided by the Town and based on the results and recommendations of the structural engineer's inspection and report.
- Prepare bid specifications and finalize plans for submittal to marine contractors for bid pricing of the proposed seawall improvements.

We anticipate the permitting process will take approximately 6-8 months and that permits will be issued and construction work will be able to commence in the 1<sup>st</sup> quarter of 2022.

The cost for the Services is \$18,427.77. The funding for the entire project (permitting and construction) was approved at the March 21, 2021 Commission Meeting in the amount of \$225,000, which was transferred to 300.559.025-500.630- Bel Air in the CIP Fund. The remaining funds were set in place in case permitting was finished prior to the end of the fiscal year to commence the project in FY21. Should the project not be able to commence until FY22 the remaining funds will be transferred forward.

Staff is recommending the Town enter into an agreement with Chappell for the Services in an amount not to exceed \$18,427.77 (the "Agreement"). The Agreement is exempt from competitive solicitation requirements as a professional service pursuant to Section IV.D. of the Town's Purchasing Manual and is attached as Exhibit A to the resolution.

**Recommendation:**

Adopt Resolution 2021-24 that authorizes the Interim Town Manager to execute an agreement with The Chappell Group to perform the necessary permitting activities as well as the creation of bid documents for the Bel Air Seawall.

**Attachments:**

EX1- Resolution 2021-24

EX 2- DES Inspection Report

Reviewed by Town  
Attorney

|                                            |     |                          |    |
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**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-  
THE-SEA, FLORIDA, APPROVING THE AGREEMENT  
WITH THE CHAPPELL GROUP, INC. FOR PROFESSIONAL  
ENVIRONMENTAL SERVICES FOR THE BEL AIR  
SEAWALL IMPROVEMENTS, IN AN AMOUNT NOT TO  
EXCEED \$18,427.77; AUTHORIZING THE INTERIM TOWN  
MANAGER TO EXECUTE THE AGREEMENT; PROVIDING  
FOR IMPLEMENTATION; AND PROVIDING FOR AN  
EFFECTIVE DATE.**

**WHEREAS**, in January 2021, staff had the seawall inspected by Dynamic Engineering Solutions, Inc. and the findings of the inspections were reviewed with staff; and

**WHEREAS**, based on the visual observations during the inspection, the seawall was considered to be in poor to fair condition with widespread deficiencies throughout both the limestone rock and concrete pile/panel portions; and

**WHEREAS**, The Chappell Group has provided the Town with a quote for professional environmental services for the Bel Air seawall improvements, including a benthic survey, permitting services, and preparation of bid documents (the “Services”), in an amount not to exceed \$18,427.77; and

**WHEREAS**, pursuant to Section IV.D. of the Purchasing Manual, professional services may be exempted from competitive solicitation requirements upon a finding by the Town Commission that such procurement is in the best interests of the Town; and

**WHEREAS**, the Town Commission deems it to be in the best interests of the Town to approve, and authorize the Interim Town Manager to execute, an agreement with The Chappell Group for the Services, attached as Exhibit “A,” in an amount not to exceed \$18,427.77 (the “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 incorporated herein by this reference.

**Section 2. Competitive Solicitation Exempt.** The Town Commission finds the Agreement with The Chappell Group for the Services is in the best interests of the Town and

exempt from competitive solicitation, pursuant to Section IV.D. of the Town Purchasing Manual,  
which exempts contracts for professional services

**Section 3. Agreement Approved.** The Agreement with The Chappell Group for the  
Services, attached as Exhibit “A,” in an amount not to exceed \$18,427.77, is hereby approved.

**Section 4. Execution Authorized.** The Interim Town Manager is hereby authorized  
to execute the Agreement with The Chappell Group for the Services, attached as Exhibit “A,”  
together with such non-substantial changes as are acceptable to the Interim Town Manager and  
approved as to form and legal sufficiency by the Town Attorney.

**Section 5. Implementation.** The appropriate Town officials are authorized to do all  
things necessary to carry out the aims of this Resolution.

**Section 6. Effective Date.** This resolution shall become effective immediately upon  
its passage.

**PASSED AND ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor Chris Vincent

Attest:

APPROVED AS TO FORM:

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

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

(CORPORATE SEAL)

**Town of Lauderdale-By-The-Sea**  
**PROFESSIONAL SERVICES AGREEMENT**

This Agreement for an Environmental Services Study for Canal Dredging (the “Agreement”), made and entered into this \_\_\_\_ day of \_\_\_\_ 2021 (the “Effective Date”), by and between the Town of Lauderdale-By-The-Sea, a Florida municipal corporation (the “Town”) and The Chappell Group, Inc. (the “Consultant”).

**WHEREAS**, the Town desires to contract with Consultant for professional environmental services for the Bel Air Avenue Seawall Improvements, and the Consultant desires to contract with the Town to provide the services.

**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:

1. Services. Consultant, as an independent contractor, at its own cost and expense, shall meet the requirements and perform the services described herein and as described in the Proposal, attached hereto and incorporated herein as **Exhibit A** (the “Services”). Consultant shall provide all materials, tools, labor, appliances, machinery and appurtenances necessary to perform the Services. Consultant shall obtain and keep in effect for the term of this Agreement any special licenses and permits necessary for Consultant to provide the Services required hereunder.

2. Term. This Agreement shall commence on the Effective Date and shall continue until the successful completion of the Services outlined herein, unless terminated earlier as provided in Section 7 of this Agreement.

3. Compliance with Applicable Law. All work hereunder shall be performed in a professional manner and form as required by all applicable federal, state, and local rules, regulations, laws, codes, and ordinances and as may be further specified by Town. Consultant shall at all times protect Town’s property from all damage and shall repair or replace any damaged property as required by Town.

4. Compensation. Compensation hereunder shall be paid to Consultant as provided in Consultant’s Proposal, attached hereto as **Exhibit A**, in a total amount not to exceed \$18,427.77. Consultant shall invoice the Town at the end of each month based on a proration of the work completed. The Town shall pay the Consultant in accordance with the Local Government Prompt Payment Act in Chapter 218, Florida Statutes.

5. Books and Records. Consultant shall keep, for the statutorily required period, accurate books and records with the supporting documents, statistical records, transactions and any other underlying documents supporting the services provided hereunder, and shall comply with Section 14. The Town shall have the right to audit the books and records of Consultant related to the services authorized herein upon reasonable notice provided to Consultant. Any incomplete or incorrect entry in such books and records shall be a basis for Town’s disallowance and recovery of any payment to Consultant based upon such entry.

6. Indemnity. Consultant 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 Consultant's performance or non-performance of any provision of this Agreement, including, but not limited to, liabilities arising from contracts between the Consultant and third parties for work or materials required under or related to this Agreement. Consultant 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 Consultant'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

**Town of Lauderdale-By-The-Sea**  
**PROFESSIONAL SERVICES AGREEMENT**

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.

7. Termination.

7.1 *Termination for convenience.* The Town may terminate this Agreement for convenience by giving Consultant 30 calendar days' written notice. In the event of such termination, Consultant shall be entitled to receive compensation for any Services provided pursuant to this Agreement and to the satisfaction of the Town, up through the date of termination. Under no circumstances shall the Town make payment for Services nor shall Consultant invoice the Town for Services not yet provided.

7.2 *Termination for cause.* This Agreement may be terminated by either party upon 5 calendar days' written notice to the other should such other party fail substantially to perform in accordance with this Agreement's material terms through no fault of the party initiating the termination. In the event that Consultant abandons this Agreement or causes it to be terminated by the Town, Consultant shall indemnify the Town against losses pertaining to this termination. In the event that this Contract is terminated by the Town for cause and it is subsequently determined by a court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a termination for convenience under Section 6.1 of this Agreement, and the provisions of Section 6.1 shall apply.

8. Notice. Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the parties (or their successors) at the following addresses:

For the Town:           Town Manager  
                                Town of Lauderdale-By-The-Sea  
                                4501 Ocean Drive  
                                Lauderdale-By-The-Sea, Florida 33308

With a copy to:        Town Attorney  
                                Town of Lauderdale-By-The-Sea  
                                4501 Ocean Drive  
                                Lauderdale-By-The-Sea, FL 33308

For the Consultant:   Sarah Chappell  
                                The Chappell Group, Inc.  
                                714 East McNab Road  
                                Pompano Beach, FL 33060

9. Assignment and Changes. Consultant may not assign this Agreement. Any changes to this Agreement must be by written amendment, executed by the parties hereto.

10. Insurance. Consultant shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the Town is a named insured 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 Consultant 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.

**Town of Lauderdale-By-The-Sea**  
**PROFESSIONAL SERVICES AGREEMENT**

All insurance policies required of the Consultant 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 Consultant and the insurance carrier.

Consultant 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 \$1,000,000 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 and Non-Owned Auto Liability.
4. **Professional Liability** –

11. Entire Agreement. This writing contains the entire Agreement of the parties and supersedes any prior oral or written representations. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

12. Consultant Representations. Consultant represents the following: Consultant is properly authorized to do business in the State of Florida; the execution, delivery and performance of this Agreement by Consultant have been duly authorized; this Agreement is binding on Consultant and enforceable against Contractor in accordance with its terms; and no consent of any other person or entity to such execution, delivery and performance is required.

13. Independent Contractor. This Agreement does not create an employee/employer or joint venture relationship between the parties. Consultant has been procured and is being engaged to provide Services to the Town as an independent contractor, and not as an agent or employee of the Town. Accordingly, Consultant shall not attain nor be entitled to any rights or benefits of the Town, nor any rights generally afforded to classified or unclassified employees of the Town. Consultant further understands that Florida Workers' Compensation benefits available to employees of the Town are not available to Consultant and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Services to the Town under this Agreement.

14. Chapter 119 (Public Records). The Consultant shall comply with Chapter 119, Florida Statutes, as applicable, and shall comply with the following:

- (a) Consultant agrees to keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this Agreement. Consultant additionally agrees to comply specifically with the provisions of Section 119.0701, Florida Statutes. Consultant 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.

**Town of Lauderdale-By-The-Sea**  
**PROFESSIONAL SERVICES AGREEMENT**

(b) Upon request from the Town's custodian of public records, Consultant 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 Consultant shall be delivered by the Consultant to the Town Manager, at no cost to the Town, within seven (7) days. All such records stored electronically by Consultant 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 Consultant 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 Consultant shall be withheld until all records are received as provided herein.

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

**15. Scrutinized Companies**

a. Consultant 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 Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, 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.

b. If this Agreement is for more than one million dollars, the Consultant 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 Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, 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 Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement.

**Town of Lauderdale-By-The-Sea**  
**PROFESSIONAL SERVICES 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.

16. Severability. 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, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary in order to conform with such laws, and the remainder shall remain unmodified and in full force and effect.

17. Waiver of Jury Trial. The Town and Consultant **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 and/ 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.

18. Venue. 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. If either the Town or Consultant is required to enforce the terms of this Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all such costs and expenses, including, but not limited to, court costs, and reasonable attorneys' fees.

19. No Contingent Fees. Consultant warrants it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

20. E-Verify. Consultant 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 Consultant's 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 a violation of the statute by Consultant, Consultant may not be awarded a public contract for a period of 1 year after the date of termination.

21. Ethics.

a. Consultant warrants and represents that its employees shall abide by the Code of Ethics for Public Officers and Employees, Chapter 112, Florida Statutes.

b. 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 contract 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.

c. 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.

d. Consultant 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. Consultant covenants that

**Town of Lauderdale-By-The-Sea**  
**PROFESSIONAL SERVICES AGREEMENT**

it will conduct no activity or provide any service that is unlawful or offensive.

22. Contract Documents; Order of Priority. The Contract Documents referred to in this Agreement shall be comprised of the Agreement and Consultant's Proposal. In the event of a conflict between the Contract Documents, the order of priority shall be: this Agreement and then the Consultant's Proposal.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**



**Town of Lauderdale-By-The-Sea**  
**PROFESSIONAL SERVICES AGREEMENT**

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

|                                                  |             |
|--------------------------------------------------|-------------|
| TOWN:                                            | CONSULTANT: |
| TOWN OF LAUDERDALE-BY-THE-SEA                    |             |
| By: _____<br>Linda Connors, Interim Town Manager | By: _____   |

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

Attest: \_\_\_\_\_  
Tedra Allen, Town Clerk

Approved as to Form and Legal Sufficiency:

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

**Town of Lauderdale-By-The-Sea**  
**PROFESSIONAL SERVICES AGREEMENT**

**EXHIBIT “A”**

January 25, 2021

Mr. Ken Rubach  
Municipal Services Director  
Town of Lauderdale By The Sea  
4501 N. Ocean Drive  
Lauderdale By The Sea, FL 33308

**RE: LBTS BEL AIR AVENUE SEAWALL IMPROVEMENTS, BROWARD COUNTY**  
**Environmental Permitting & Bidding Assistance**  
**TCG Proposal No. 2020.085rev1**

Dear Mr. Rubach:

The Chappell Group, Inc. (TCG) is pleased to provide you (Client) with the following proposal for professional Environmental Services pertaining to the above referenced project site. If accepted, this proposal will become the agreement for the project (the "Agreement"):

**I. ENVIRONMENTAL SERVICES**

**1.1 Benthic Survey (Task No. 1030)**

Conduct benthic survey of the submerged bottoms to locate any benthic resources within the footprint of the proposed seawall improvement. All submerged portion of the existing canal along and in front of the existing seawall will be traversed by divers utilizing snorkeling equipment. Any benthic resources will be identified and locations provided on aerial maps in AutoCAD format. The benthic survey must be performed from June 1 – September 30 as required by regulatory agencies for permitting. Surveys conducted outside of the acknowledged seagrass growing season may be subject to agency review and verification at the start of the next growing season. Prepare summary report of findings.

*Lump Sum* .....\$1,580.61

**1.2 Environmental Permitting (Task No. 1111)**

Prepare and process environmental resource permit applications to the U.S. Army Corps of Engineers (USACOE), Florida Department of Environmental Protection (FDEP), and Broward County Environmental Protection & Growth Management Department (BCEPGMD) to replace or repair the existing seawall as depicted on the survey provided by the town and based on the results and recommendations of the structural engineers inspection and report. Prepare

responses to Requests for Additional Information (RAIs) from the environmental regulatory agencies, coordination with Client, revisions to plans, and coordination with agencies and/or client.

*Lump Sum* ..... \$9,090.90

1.3 Meetings with Client (Task No. 1170)

Attend meetings (up to three (3) meetings) with Client as requested regarding findings of due diligence, permitting, and prebid meeting.

*Hourly, Not To Exceed* ..... \$2,185.62

1.4 Bidding Assistance (Task No. 1130)

Prepare bid specifications and finalize plans for submittal to marine contractors for bid pricing of the proposed seawall Improvements. Coordinate with contractors, and Client and prepare responses to bid and Requests for Information (RFIs). Review bids and tabulate for client with a formal recommendation of award.

*Lump Sum* ..... \$2,280.64

*Reimbursables (Structural Engineering Services)* ..... \$3,290.00

**\*Client to provide boundary survey and location of the existing seawall and area of construction in AutoCAD format.**

**\*\*Client to provide geotechnical borings adjacent to the seawall if available.**

**Scope of Services**

The scope of services is limited by the specific terms of this proposal. Except as stated specifically herein, no other service will be provided except as "extra work" subject to the additional fees hereinafter set forth. In reviewing this proposal for professional services, it is agreed that the above proposal items and their corresponding fees do not necessarily represent the full scope of services required for the project. Rather, it represents TCG's best effort to set forth those services which TCG believes to be those requested by Client, and/or those we can determine to be needed to accomplish a particular objective. However, Client agrees that as a project progresses the scope of service as originally defined may change in content to include work not initially identified. Several factors will cause this to happen:

1. Better understanding of the project and the Client's goals as progress on the project is made.
2. Additional requirements identified by the Client.
3. New laws or governmental agency requirements.

As these influences occur and are identified, TCG will advise you of same and seek your direction as to how you wish to proceed.

Work required as a result of the above will be "extra work" outside of the original scope of services. Upon Client's direction, TCG will perform the work under the "Hourly Fee Schedule" section of this proposal or TCG can provide Client with a separate proposal should the scope so indicate.

### **Hourly Fee Schedule**

See attached Exhibit B for rates.

### **Lump Sum Fees**

The Lump Sum Fees set forth above are applicable for a period of six (6) months from the date of this proposal. If the Agreement becomes effective, but the work on any item to which a lump sum fee shall apply is not commenced within said period due to no fault of TCG, TCG reserves the right to terminate this Agreement for convenience upon 30 days' written notice to Client, in part as it relates to said item.

### **Cost Estimates**

In that TCG does not have control over the cost of labor and materials, or over competitive bidding and marketing conditions, the estimates of construction costs provided by TCG will be made on the basis of TCG's experience and qualifications, but TCG does not guarantee the accuracy of the estimates of probable cost as compared to the contractor's bids. TCG recommends that Client consult with the other professionals which you have employed in connection with the project.

### **Ownership of Documents**

All documents including, but not limited to, drawings and specifications prepared in connection with the project constitute the work product or instrument of service of TCG to the project ("Instruments of Service"). Such Instruments of Service constitute a portion of the integral services provided by TCG, as such, remain the property of TCG and are not intended or represented to be suitable for reuse by you or others or for extensions of the project or in connection with any other project. TCG specifically disclaims any responsibility and/or liability for or in connection with the reuse of such Instruments of Service or any use thereof beyond the scope of the Project as set forth herein.

All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all Instruments of Service and other materials that are delivered to Client under this project or prepared by or on behalf of TCG in the course of performing the Services shall be owned by TCG. TCG hereby grants Client a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive and non-transferable basis but only to the extent necessary to for the work in this Agreement.

### **Permits and Approvals**

The permits and agency approvals mentioned above are those known to TCG to be required for projects of this kind, and TCG will apply for them as indicated. However, our experience has shown us that agencies and regulatory authorities do not always communicate new regulations and legislation properly and that the enforcement of policies can vary. Client agrees and is therefore cautioned that additional permits or approvals other than those presently identified may be required. Should this arise, TCG will notify you and respond promptly to the requirement, but any additional cost will be the responsibility of Client.

### **Construction Requirements**

At the time that TCG is authorized by you to perform professional environmental services involving design plans and permits requiring approval by governmental agencies, the engineer of record will be required to provide certificates of compliance to those agencies with regard to the performance of certain aspects of the work, which performance will be rendered by others. It will be necessary, therefore, for TCG to perform full-time observation regarding some items and to make periodic site visits for other items to determine whether or not the improvements are in "substantial compliance" with the relevant contract documents.

It shall be Client's responsibility to notify TCG of the commencement of any work so that TCG may perform the necessary inspections and observations. The amount of time required for such inspections and observations and for the completion of the applicable certifications will be dictated by the performance of the contractor. Moreover, and in addition to the required site visits, TCG must also review the as-built drawings during and at the end of the construction period. All of the services described in this Section relating to Construction Requirements constitute "extra work", unless otherwise specifically set forth in the "Scope of Services". The cost of providing these services is not included in the Lump Sum fee, unless specifically indicated.

TCG shall not be responsible for the quality or quantity of the work, the execution thereof, the techniques or sequences of construction, the safety and security of the project, or the maintenance thereof. TCG is not a guarantor or insurer of the work of others and assumes no duty in connection therewith. In performing the services required of it, TCG will use that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality. Absent bad faith in the performance of the work hereunder, TCG shall not be liable for any damages resulting from misfeasance in the performance of any work with regard to the project. No person other than Client shall have the right to rely on the expertise of TCG or the performance of the matters set forth herein. TCG reserves the right to record a memorandum hereof in the public records of the County where the work is being performed.

TCG shall not be liable for any breach of the warranty above unless Client gives written notice of the defective services, reasonably described, to TCG within ten (10) days of the time when Client discovers or ought to have discovered that the services were defective. Subject to same, TCG shall, in its sole discretion, either (i) repair or re-perform such services (or the defective part); or (ii) credit or refund the price of such services at the pro rata contract rate.

EXCEPT FOR THE LIMITED WARRANTY SET FORTH HEREIN ABOVE, TCG MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

IN NO EVENT WILL TCG BE LIABLE TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

If TCG's performance of its obligations under this project is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants or employees, TCG shall not be deemed in breach of its obligations under this project or otherwise liable for any costs, charges or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.

The above stated services are the minimum level of services that TCG is obligated to perform. TCG currently provides a complete range of construction-related services which it will be happy to discuss with you at the time that your project is ready for construction.

### **Force Majeure**

TCG shall not be liable or responsible to Client, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of TCG including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lock-outs, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, or telecommunication breakdown or power outage, provided that, if the event in question continues for a continuous period in excess of thirty (30) days, Client shall be entitled to give notice in writing to Service Provider to terminate this Agreement.

### **Permit Fees; Application Fees; Outside Consultant Fees**

The service fees set forth herein do not include the payment of governmental agency submittal fees, review fees or permit fees, or any other charges assessed by said agencies. Further, the service fees do not include the cost of services provided by others. These fees shall be paid for by Client. Should TCG find it absolutely necessary to advance fees for Client, said fees shall be reimbursed along with a service and handling fee upon receipt of the invoice for same.

### **Direct Charges**

Unless otherwise specified, the above service fees do not include the following direct charges:

1. Blue prints, mylars, Xeroxing, Postage, Federal Express, photographic services for enlargements, reductions, etc.: At Cost plus 10% handling charge.
2. All travel expenses including airfare, lodging, car rental, and fuel expenses: At Cost plus 10% handling charge.

### **Client's Responsibilities**

1. The Client shall provide full information regarding requirements for the project including a program, which shall set forth the design objectives, constraints and expendability, special equipment and systems and site requirements.
2. The Client shall furnish upon request by TCG the services of soil engineers or other consultants when such services are deemed necessary. Such services shall include, but are not limited to, Phase I Environmental Site Assessments, test borings, test pits, soil bearing values, percolation tests, air and water pollution tests, ground corrosion and resistivity tests, including necessary operations for determining subsoil, air and water conditions, with reports and appropriate professional recommendations.
3. The Client shall furnish upon request of TCG structural, mechanical, chemical and other laboratory tests, inspections and reports as required by law or the Contract Documents.
4. The Client shall furnish a Legal Description of the property and the appropriate Title Information.
5. The Client shall execute all permit applications. As "Permittee", or "applicant" or "holder", Owner shall be

714 East McNab Road. Pompano Beach, FL 33060 tel. 954.782.1908 fax. 954.782.1108 [www.thechappellgroup.com](http://www.thechappellgroup.com)

Environmental Consultants | Marina & Wetland Permitting | Tree Surveys/Appraisals | Mitigation Design & Monitoring | T & E Species Surveys

responsible for complying with the conditions of all permits issued. In particular, Client shall be responsible for the safety of the General Public during construction.

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## II. Acceptance

This proposal and fee schedules are based on acceptance within thirty (30) days of the date of preparation. If not accepted by Client within that time period, TCG reserves the right to re-evaluate the terms and conditions contained herein.

If the proposed work and fees contained herein are agreeable with Client, please sign the enclosed copy of this letter and return same to our office. Should you have any questions regarding the above, please do not hesitate to call.

Sincerely,

**THE CHAPPELL GROUP, INC.**



Sarah Chappell  
President

**ACCEPTANCE OF PROPOSAL:** The above fees, terms, conditions, and specifications are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined and the individual accepting this proposal will be personally liable for payment of services described in this proposal along with the Client

THIS PROPOSAL ACCEPTED BY:

Please provide Account Payables Contact Information below:

\_\_\_\_\_  
Name & Title (Printed) on behalf of the Client and Personally

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

Address: \_\_\_\_\_

\_\_\_\_\_  
Firm Name (Printed)

\_\_\_\_\_

\_\_\_\_\_  
Signature

Email: \_\_\_\_\_

\_\_\_\_\_  
Date

Initial for Acceptance \_\_\_\_\_



## **Non-Destructive Site Observation and Report**

### **Limestone Rock Wall and Concrete Bulkhead Observation**

**Bel Air Drive  
Lauderdale-By-The-Sea, Florida 33062**

**January 18, 2021**

John H Omslaer

Digitally signed by John H Omslaer  
DN: c=US, st=FL, l=Pompano Beach,  
o=Dynamic Engineering Solutions,  
Inc., cn=John H Omslaer,  
email=des\_inc@bellsouth.net  
Date: 2021.01.18 12:04:20 -05'00'

Dynamic Engineering Solutions, Inc.  
351 S Cypress Rd., Suite 303  
Pompano Beach, FL 33060  
EB 26829, PE 52733  
John H. Omslaer, P.E.

This is to respectfully submit a letter report summarizing the findings from a January 7, 2021 bulkhead assessment along the retained land located immediately north of Bel Air Drive in Lauderdale-By-The-Sea Florida (Property). The purpose of the investigation was to visually assess the existing condition of the bulkhead fronting the Property and to provide recommendations for any necessary repair.

## **METHODOLOGY**

A team of professional engineers performed an upland and underwater visual inspection of the existing bulkhead on the Property. Beginning from the east end of the Property bulkhead (Station 0+00), stationing was established along the entire length of the bulkhead for recording specific locations of observations. Inspection notes and photos of observed features and/or deficiencies were recorded during the inspection and the photos are included in Appendix A. Recommendations for remediation of observed deficiencies are included at the end of this report.

## **GENERAL CONDITIONS**

The Property was located along the south side of a saltwater canal and north of Bel Air Drive in Lauderdale-By-The-Sea, Florida. Per an obtained specific purpose survey from 2019, the Property bulkhead appeared to lay partially within the canal right-of-way, the Palm Club Co-Op plat, and the Bel Air Drive right-of-way. The Property consisted of vegetated land retained by a concrete bulkhead approximately 218 feet in length (as requested). The land behind the wall gradually sloped upwards towards the asphalt road (Bel Air Drive). The bulkhead continued approximately 39 feet to the west before turning south; however, this portion of the bulkhead was outside of the requested Property inspection area and appeared to be inside of the right-of-way per the specific purpose survey.

The Property bulkhead consisted of two types of walls. At the east, from Station 0+00 to 1+27, the bulkhead was constructed of limestone rocks and mortar with a poured concrete cap on top. At the west, from Station 1+27 to 2+18, the bulkhead was constructed of concrete T-piles, panels, and a poured concrete cap on top. Upland excavation was not conducted as part of the inspection in order to assess any buried components of the wall. The bulkhead was joined at the east end by a perpendicular wall potentially constructed of limestone rock with a cement overpour and at the west end by the continuation of the concrete pile/panel wall.

The canal bottom immediately in front of the bulkhead generally consisted of a small grain brownish-grey colored sandy substrate with scattered small rocks and oysters. The canal bottom ranged from approximately 4 to 6 feet below the top of the bulkhead cap. Underwater visibility was generally good at the time of inspection.

## **OBSERVATIONS**

### **Upland of Property Bulkhead:**

The uplands behind the bulkhead cap generally consisted of grass and dirt. Frequent and widespread depressions and areas of apparent soil erosion were observed in the uplands immediately behind the Property bulkhead cap.

### **Limestone Rock Wall – Station 0+00 to 1+27:**

The poured concrete bulkhead cap along this portion of the wall was measured to be approximately 24 inches wide by 8 inches in height. The cap generally exhibited intermittent minor to advanced transverse cracking with isolated areas of breakage and unsound concrete. The cap appeared to be sloping slightly landward accompanied by apparent slight rotation of the wall.

The limestone rock wall was covered in oysters and marine growth below the high tide line and appeared to be porous throughout. Intermittent voids and separation between the limestone rocks were observed and measured up to approximately 3 inches wide with up to 20 inches of penetration landward through voids. An 18-inch diameter concrete outfall extended through the wall at approximate Station 0+38 and an associated scoured depression in the canal bottom was observed waterward of the outfall. The limestone rock wall appeared to be slightly rotated landward from the top.

An apparent accretion of submerged sandy sediment was observed along the toe of the limestone rock wall and gradually sloped downward into the canal. Due to the location of this accretion and coinciding depressions in the upland backfill, it appeared that the sediment may have migrated from the uplands through the wall into the canal.

Overall, the visible portions of the limestone rock wall were considered to be in fair to poor condition with minor to advanced deficiencies in need of repair.

### **Concrete Pile/Panel Wall – Station 1+27 to 2+18:**

The poured concrete bulkhead cap along this portion of the wall was measured to be approximately 12 inches wide by 10 inches in height. The cap exhibited intermittent minor transverse and longitudinal cracking with isolated cases of unsound concrete surrounding previous hardware attachments. An area of chipped concrete with exposed corroding internal steel reinforcement was observed at Station 1+91.

The concrete panels typically spanned 9 feet between each T-pile, extended upwards into the cap and down into the canal bottom. The panel thickness was not able to be determined during the visual inspection. The panels were covered in marine growth and oysters below the high tide line without any significant deficiencies observed.

The concrete T-piles were typically spaced at 9 feet on-center, extended upwards into the cap and down into the canal bottom. The visible portions of the T-piles measured approximately 14 inches wide by 4 inches thick. The T-piles were covered in marine growth and oysters below the high tide line and frequently exhibited minor to moderate longitudinal cracking, unsound concrete, rust stains, and isolated areas of exposed corroding internal steel. The upper portion of the T-pile at

Station 1+28 exhibited an empty square recess in the concrete which appeared to have been intended for a tie rod end connection, yet no steel hardware was visible. The seams between the T-piles and wall panels were typically sealed with cement mortar. These seals were observed to be generally intact with some areas of deterioration above and below the water line. Intermittent areas of apparent upland sediment accumulations were observed at the mudline within these seams. It appeared that the sediment migrated through the voids where the mortared seam had deteriorated.

The concrete pile/panel wall, as a whole, appeared to be slightly rotated outwards from the top near the eastern portion.

Overall, the concrete pile/panel wall was intact and considered to be in fair to poor condition with deficiencies in need of repair.

### **CONCLUSIONS AND RECOMMENDATIONS**

Based on the visual observations during the inspection, the Property bulkhead was considered to be in poor to fair condition with widespread deficiencies throughout both the limestone rock and concrete pile/panel portions. The bulkhead was found to be in stable condition at the time of inspection with signs of previous rotation.

The deficiencies observed in the bulkhead typically included widespread minor to advanced cracking, unsound concrete, rust stains, and isolated areas of exposed corroding internal steel primarily in the concrete T-piles and concrete cap. Areas of deterioration within the mortared seams between the T-piles and panels and separations within the mortared limestone rocks allowed for upland sediment migration through the wall in intermittent areas along the Property bulkhead.

The wall appeared significantly aged and has most likely exceeded its service life. Without corrective action, it is anticipated that the upland sediment will continue to leak through the wall and further rotation of the wall may occur. Damaged concrete members will likely continue to degrade if left untreated. Due to the apparent age and level of widespread deficiencies within the Property bulkhead, it is recommended to completely replace the existing bulkhead at this time.

New wall type may consist of a cantilevered steel or vinyl sheet pile wall with a concrete cap on top or a similar concrete pile/panel wall constructed of more robust members. If a new wall is decided, it is possible to raise the elevation of the new bulkhead cap per current codes and regulations; however, the elevation of the adjacent street should be considered. Special consideration should be taken to properly seal the north and south ends of the new wall to prevent upland sediment migration.

Any improvements to the Property bulkhead must be designed, verified, and properly permitted by a licensed professional prior to any work. This report and its findings are not intended to be utilized as a construction scope of work in any way. Since the scope of this report was a non-destructive visual observation, it is impossible to verify all of the existing structural conditions. It is the

responsibility of the selected engineer of record to design the final methodology. If you have any questions do not hesitate to contact us.

## Appendix A – Photos

*Bel Air Drive, Lauderdale-By-The-Sea, Florida*

Photos taken on January 7, 2021



Photo 1: View of the Property bulkhead looking east at Station 0+00. Note depressions in upland soil and accumulation of sediment at toe of wall.



Photo 2: Overall view of the Property bulkhead looking east towards Station 0+00.





Photo 3: Overall view of the Property bulkhead looking west from Station 0+00. Note cap is sloped slightly landward.



Photo 4: General view of the Property bulkhead with eroded soil behind the cap.



Photo 5: General view of the Property bulkhead where the wall transitioned from limestone rock to concrete pile/panel (Station 1+27). Note erosion in upland soil.



Photo 6: General view of the west end of the Property bulkhead (Station 2+18) looking east from the neighboring bulkhead.





Photo 7: General view of the uplands behind the west portion of the Property bulkhead. Note intermittent depressions in the soil behind the cap.



Photo 8: Upland view showing the proximity of the Bel Air Drive elevation in comparison to the existing bulkhead cap elevation.



Photo 9: View of a typical depression and erosion in the upland soil with 20 inches of penetration.



Photo 10: View of breakage with unsound concrete in the cap at Station 0+36.





Photo 11: View of an advanced transverse crack in the concrete cap.



Photo 12: View of a chip in the concrete cap above the T-pile with exposed corroding internal steel. Note cracking, unsound concrete, and rust stains in the T-pile.



Photo 13: View of typical separation between the limestone rocks along the eastern portion of the Property bulkhead.



Photo 14: View of 20-inch penetration through a void between separated limestone rocks in the Property bulkhead.





Photo 15: View of the outfall extending through the Property bulkhead at Station 0+38.



Photo 16: View of the transition from the limestone rock wall to the concrete pile/panel wall with an empty tie rod end connection recess in the T-pile. Note cracked and unsound concrete in the T-pile, as well.



Photo 17: View of typical spalled and unsound concrete with exposed corroding internal steel in a T-pile.



Photo 18: View of typical spalled and unsound concrete with exposed corroding internal steel in a T-pile. Note longitudinal cracking in the cap above.





Photo 19: View of a gap between the top of a concrete T-pile and the cap above.



Photo 20: View of a hole within the sealed seam between the T-pile and wall panel.



Photo 21: View of typical upland sediment migration through the seam between a wall panel and T-pile at the mudline of the Property bulkhead.



Photo 22: View of accretion of submerged sandy sediment sloping down into the canal immediately waterward of the limestone rock portion of the Property bulkhead.



## **Town Commission Agenda Item Report**

**Meeting Date:** April 13, 2021

**Submitted By:** Lucila Lang

**Submitting Department:** Administration

**Item Type:** Discussion Item

**Agenda Section:** NEW BUSINESS

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**Subject Title:**

Transfer (Lucila Lang, Director of Finance & Budget)

**Explanation:** In a continuing effort to review the FY21 budget and determine the necessary adjustments, staff is recommending that the fines collected from FDG in the amount of \$1,650,000 and deposited into the General Fund be transferred to the CIP Fund in order to cover future CIP projects.

In addition, the approved FY21 budget included quarterly transfers from the Parking Fund to the Capital Improvement Project (CIP) Fund. The approved allocation to the CIP was \$3,797,960 to be transferred in quarterly installments (\$949,490 each quarter). Only one transfer of \$949,490 had been completed before the Commission made the decision on March 23<sup>rd</sup> to reduce the FY21 CIP budget and to cease the transfers.

The Town does not need to take funds from the Parking Fund because the General Fund has excess unencumbered funds, so staff is recommending that a transfer in the amount of \$949,490 be made from the General Fund to the Parking Fund as a reimbursement. This will provide the Town the flexibility to use Parking Funds for future projects and enough in the General Fund to cover all expenses for FY21.

### **PARKING FUND**

|                                                       |                   |
|-------------------------------------------------------|-------------------|
| Parking Fund Balance as of 2/28/21:                   | \$5,190,574       |
| Transfer from General Fund to Parking Fund:           | \$ 949,490        |
| Approximate remaining expenses through 9/30/21:       | <b>\$ 932,193</b> |
| Approximate balance through 9/30/21 for Parking Fund: | \$5,207,871       |

### **GENERAL FUND**

|                                                                    |                     |
|--------------------------------------------------------------------|---------------------|
| General Fund Balance as of 2/28/21:                                | \$12,608,847        |
| Transfer of FDG fines from General to CIP fund:                    | <b>\$ 1,650,000</b> |
| Transfer to Parking Fund:                                          | <b>\$ 949,490</b>   |
| Approximate remaining expenses through 9/30/21:                    | <b>\$ 7,192,000</b> |
| Approximate unencumbered balance through 9/30/21 for General Fund: | \$ 2,817,357        |

**Recommendation:**

Approve transfers from General Fund to CIP and Parking Funds.





## Town Commission Agenda Item Report

**Meeting Date:** April 13, 2021

**Submitted By:** Tedra Allen

**Submitting Department:** Administration

**Item Type:** Resolutions

**Agenda Section:** RESOLUTIONS - PUBLIC COMMENTS

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**Subject Title:**

Resolution 2021-23 - A RESOLUTION OF THE TOWN OF LAUDERDALE -BY-THE-SEA, FLORIDA, SUPPORTING TOWN PROJECTS FOR SUBMITTAL TO THE BROWARD METROPOLITAN PLANNING ORGANIZATION FOR EVALUATION AND RANKING FOR TRANSPORTATION SURTAX FUNDING FOR FISCAL YEAR 2021; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE. (Neysa Herrera, Assistant to the Town Manager)

**Explanation:** At the April 6, 2021 Special Commission Meeting, the Commission had the opportunity to review and discuss the below proposed Surtax projects that will be submitted to the Broward Metropolitan Planning Organization (the "MPO") for evaluation and ranking for Surtax funding in FY21. No changes to the list were made at that time.

|   | Project Title                                                               | Projected Cost |
|---|-----------------------------------------------------------------------------|----------------|
| 1 | Complete Street Project Construction (Codrington Drive)                     | \$1,500,000    |
| 2 | Complete Street Project Construction (Bougainvilla/Poinciana - Phase 1 & 2) | \$2,700,000    |
| 3 | Pedestrian/ADA Improvements (Phases: 1,2,3,4)                               | \$300,000      |
| 4 | Community Shuttle Stop Pads                                                 | \$184,000      |
| 5 | Parking Guidance System                                                     | \$20,000       |

A resolution from the Town Commission stating support for the above projects is required for the MPO and Broward County to consider funding eligibility with Surtax dollars.

**Recommendation:**

Town Commission adopt Resolution 2021-23, supporting Town Projects for submittal to the MPO for evaluation and ranking Transportation Surtax Funding for Fiscal Year 2021.

**Attachments:**

Ex.1 – Resolution 2021-23 – Support for Town Projects to be considered for Surtax Funding.

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**A RESOLUTION OF THE TOWN OF LAUDERDALE-BY-THE-SEA, FLORIDA, SUPPORTING TOWN PROJECTS FOR SUBMITTAL TO THE BROWARD METROPOLITAN PLANNING ORGANIZATION FOR EVALUATION AND RANKING FOR TRANSPORTATION SURTAX FUNDING FOR FISCAL YEAR 2021; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, on November 6, 2018, the citizens of Broward County approved by referendum the Transportation Surtax Program; and

**WHEREAS**, Broward County (the “County”), the Broward Metropolitan Planning Organization (the “MPO”), and other Broward municipalities (the “Municipalities”) entered into the Transportation System Surtax Interlocal Agreement (the “Surtax ILA”), which provided for a cooperative and organized process for the Municipalities to submit projects for evaluation and funding with Surtax proceeds; and

**WHEREAS**, on September 12, 2019, the Surtax ILA was amended to provide for the MPO's evaluation and ranking of municipal capital projects and the County's evaluation and ranking of municipal rehabilitation and maintenance projects; and

**WHEREAS**, on March 19, 2021, the County, Municipalities, and MPO entered into the Second Amendment and Restatement of the Surtax ILA (the “Second Amendment”); and

**WHEREAS**, Town staff has recommended the submittal of the following projects to the MPO for evaluation and ranking for Surtax funding in Fiscal Year 2021 (collectively, the “Projects”):

- Complete Street Project Construction (Codrington Drive);
- Complete Street Project Construction (Bougainvilla/Poinciana – Phase 1 & 2);
- Pedestrian/ADA Improvements (Phases 1, 2, 3, and 4);
- Community Shuttle Stop Pads; and
- Parking Guidance System; and

**WHEREAS**, a resolution from the Town Commission stating support for the Projects is required to establish funding eligibility with Surtax dollars; and

**WHEREAS**, the Town commits to administer and deliver the Projects under the terms of the Second Amendment and the Broward County Code of Ordinances; and

**WHEREAS,** the Projects will be constructed within the Town's rights-of-way; and

**WHEREAS**, it is the responsibility of the Town to maintain and coordinate the maintenance of the Projects after its completion; and

**WHEREAS**, the Town Commission deems it to be in the best interests of the Town to support the Projects.

**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 incorporated herein by this reference.

**Section 2. Projects Supported.** The Town Commission supports the Projects. The Town will provide technical assistance when available and needed for the duration of the Projects.

**Section 3. Implementation.** The appropriate Town officials are authorized to do all things necessary to carry out the aims of this Resolution.

**Section 4. Effective Date.** This resolution shall become effective immediately upon its passage.

**PASSED AND ADOPTED** this 13th day of April, 2021.

Mayor Chris Vincent

Attest:

APPROVED AS TO FORM:

Town Clerk Tedra Allen, CMC

Susan L. Trevarthen, Town Attorney



65 (CORPORATE SEAL)

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