



# **TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING AGENDA**

**Tuesday, June 03, 2025 AT 1:30 PM**

**TOWN HALL COMMISSION CHAMBERS, 3614 S. OCEAN  
BLVD., HIGHLAND BEACH, FL**

## **Town Commission**

**Natasha Moore  
David Stern  
Donald Peters  
Judith M. Goldberg  
Jason Chudnofsky**

**Mayor  
Vice Mayor  
Commissioner  
Commissioner  
Commissioner**

**Marshall Labadie  
Lanelda Gaskins  
Leonard G. Rubin**

**Town Manager  
Town Clerk  
Town Attorney**

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**1. CALL TO ORDER**

**2. ROLL CALL**

**3. PLEDGE OF ALLEGIANCE**

**4. INVOCATION**

**5. APPROVAL OF THE AGENDA**

**6. PRESENTATIONS / PROCLAMATIONS**

A. Palm Beach County Commission on Ethics Presentaton by Rhonda Giger, Esquire, General Counsel

B. 2025 Hurricane Preparedness Presentation by Fire Chief Glenn Joseph

**7. PUBLIC COMMENTS**

Public Comments will be limited to five (5) minutes per speaker.

**8. ORDINANCES (Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.)**

**9. UNFINISHED BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

A. Building Department Recertification Program Update

B. Florida Department of Transportation (FDOT) RRR Project Update

**10. CONSENT AGENDA** (These are items that the Commission typically does not need to discuss individually, and which are voted on as a group.) Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.

A. Approval of Meeting Minutes

March 04, 2025 Town Commission Meeting Minutes

May 06, 2025 Town Commission Meeting Minutes

B. Resolution No. 2025-014

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Planning Board; and providing for an effective date.

**11. NEW BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

A. Approve and authorize the Mayor to execute an agreement with the Hinterland Group, Inc. in an amount not to exceed \$100,000 for utility construction and repair services on an as-needed basis, pursuant to and Invitation to Bid issued by Loxahatchee River Environmental Control District (ITB No. 24-001-00131).

B. Approve and authorize the Mayor to execute an agreement with the G3 Contracting, Inc.d/b/a Industry Standard in an amount not to exceed \$100,000 for utility installation and repair services on an as-needed basis, pursuant to a Request for Proposals issued by Indian River County (No. 2025005).

**12. TOWN COMMISSION COMMENTS**

Commissioner Jason Chudnofsky

Commissioner Judith M. Goldberg

Commissioner Donald Peters

Vice Mayor David Stern

Mayor Natasha Moore

**13. TOWN ATTORNEY'S REPORT**



**14. TOWN MANAGER'S REPORT****15. ANNOUNCEMENTS****Board Vacancies**

Code Enforcement Board                      One (1) vacancy for a three-year term

Natural Resources Preservation Advisory Board      One (1) vacancy for a three-year term

Planning Board                                      One (1) vacancy for a three-year term

**Meetings and Events**

June 10, 2025      1:30 P.M.      Special Magistrate Hearing

June 12, 2025      9:30 A.M.      Planning Board Regular Meeting

June 17, 2025      1:30 P.M.      Town Commission Meeting

June 19, 2025      **Town Hall Closed in observance of Juneteenth**

June 24, 2025      11:00 A.M.      Financial Advisory Board Regular Meeting

**Board Action Report**

None.

**16. ADJOURNMENT**

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**NOTICE:** If a person decides to appeal any decision made by the Town Commission with respect to any matter considered at this meeting, you will need a record of the proceedings, and you may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. (The above notice is required by State Law. Anyone desiring a verbatim transcript shall have the responsibility, at his own cost, to arrange for the transcript).

Pursuant to the provision of the Americans with Disabilities Act, any person requesting special accommodations to participate in these meetings, because of a disability or physical impairment, should contact the Town at 561-278-4548 at least five calendar days prior to the Hearing.

**File Attachments for Item:**

A. Approval of Meeting Minutes

March 04, 2025 Town Commission Meeting Minutes

May 06, 2025 Town Commission Meeting Minutes

# DRAFT



## TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING MINUTES

TOWN HALL COMMISSION CHAMBERS  
3614 S. OCEAN BLVD., HIGHLAND BEACH, FL

Date: March 04, 2025  
Time: 1:30 PM

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### **1. CALL TO ORDER**

Mayor Moore called the meeting to order at 1:30 P.M.

### **2. ROLL CALL**

Commissioner Judith Goldberg  
Commissioner Evalyn David  
Vice Mayor David Stern  
Mayor Natasha Moore  
Town Manager Marshall Labadie  
Town Attorney Leonard Rubin  
Town Clerk Lanelda Gaskins

ABSENT  
Commissioner Donald Peters

### **3. PLEDGE OF ALLEGIANCE**

### **4. INVOCATION**

Reverend D. Brian Horgan, of Saint Lucy Catholic Church delivered the invocation.

### **5. APPROVAL OF THE AGENDA**

**MOTION:** David/Stern - A motion was made and seconded to approve the agenda, which passed unanimously, 4 to 0.

### **6. PRESENTATIONS / PROCLAMATIONS**

#### **A. Resolution No. 2025-005**

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Board of Adjustments and Appeals; and providing for an effective date.

Mayor Moore read the title of Resolution No. 2025-005 and called for Applicant Rajeev Arora to come to the podium. Mr. Arora was not at the meeting.

**MOTION:** Moore/Goldberg - A motion was made and seconded to postpone Resolution No. 2025-005 to the next meeting, which passed unanimously 4 - 0.

**B. Resolution No. 2025-007**

**A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Planning Board; and providing for an effective date.**

Mayor Moore read the title of Resolution No. 2025-007, noting Commissioner David will complete her six years on the Town Commission which ends March 25, 2025. The Mayor and Commissioners support appointing Commissioner David to the Planning Board.

**MOTION** Moore/Goldberg - A motion was made and seconded to accept Resolution No. 2025-007 approving the appointment of Evalyn David to the Planning Board, which passed unanimously 4 to 0.

**7. UPDATE ON MILANI PARK**

Mayor Moore provided an update on Milani Park, advising that Palm Beach County (County) has shared a conceptual 3D design model of the park. She noted the model would be available for public viewing in the Town Clerk's Office. Additionally, she announced that Palm Beach County will host a public meeting scheduled for April 2, 2025, at 5:00 PM at the South County Civic Center in Delray Beach to discuss the conceptual 3D design for the park. Mayor Moore also provided a high-level overview of the conceptual 3D model, highlighting proposed features designed to enhance the functionality and aesthetics of the park. She noted that the County will present the proposed features at the upcoming public meeting and encouraged residents to attend and share their feedback.

Mayor Moore opened public comments and explained that comments were limited to three minutes.

The following individuals provided comments voicing support or opposition to certain aspects of the proposed park:

Ms. Maggie Chappellear  
Ms. Barbara Nestle  
Mr. John Shoemaker of Clarendon Condominium  
Mr. Paul Castro of Braemar Isles  
Mr. Peter Kosofsky  
|Ms. Laura Thurston of Boca Highland  
Ms. Christine Viegas  
Mr. Richard Greenwald

Mr. Jason Chudnofsky  
Mr. Suzie Isles  
Ms. Karen Jones  
Mr. Bob Cremer  
Mr. Tim Ruotolo of Boca Raton  
Ms. Maggie Chapplelear  
Mr. Cami Milani

Following public comments, the Mayor and Town Commissioners addressed Palm Beach County's (referred to as County) intent to develop the park, the nonmodifiable settlement agreement, the notice to resume development issued by the County in April 2024, which triggered specific timelines and commitments outlined in the settlement agreement. Mayor Moore also explained the steps the Town took to pass a resolution in February 2024, hired a lobbyist, and organized meetings with the County Commissioners and the lobbyist. Despite these efforts—including a large public turnout on May 7, 2024 at the County Commission meeting, there was no impact on the County's decision. Shortly after, the County finalized a contract with the architectural firm Brooks + Scarpa, and progress has already been made on soil testing and archaeological assessments.

The County Commissioners' legal counsel has advised them to move forward. If they do not comply with all the triggers that are in place according to the settlement agreement, it will be a fatal failure, and they will not be able to develop the project.

Mayor Moore further explained that the Town was subject to the settlement agreement. We are law-abiding citizens. We will go according to the settlement agreement. It is in our best interest to proceed and to cooperate as best as we can with Palm Beach County, develop the relationship with Palm Beach County, and try to get the best park for our town.

Mayor Moore clarified that the proposed park was more costly than a typical barebones park, and if we want Palm Beach County to make this level of investment in our community, then we need to demonstrate cooperation and collaboration with the County. She acknowledged that the County has considered our concerns. She proposed that we demonstrate cooperation, attend the upcoming public meeting, share our input, and move forward constructively rather than resist a legally binding settlement.

Mr. Cam Milena provided comments indicating he was here to stand with the Town, and their willingness to sit down with the Town.

Mayor Moore provided closing remarks. She emphasized that anything that happens or discussions with the Milani family need to be during public town commission meetings with the public being allowed to provide comments. Regarding Mr. Milani's referenced discussions that occurred in January of last year, Mayor Moore elaborated on the actions that the Town had taken prior to the notice to resume development, the Town's attempt to reach out to the Milani family as another approach to try to

convince the County Commissioners and wanted to see if the Milani family would address opposing the park in a public meeting.

She spoke about the letters that the Town received in April of 2024 and on January 17, 2025 from Attorney Tom Carney, representative of the Milani family, addressed to County Commissioner Weiss in support of the park. She also spoke about the February 4, 2025, Palm Beach County Commission Meeting where they discussed Milani Park. She attended that meeting along with Ron Reame and Town Manager Labadie. At that meeting, the County Commissioners discussed the number of parking spaces and access for disabled people, which was the spirit of the County Commissioners at this point. They are pushing for more and that was because during the public meetings, it has been communicated to the public about proceeding with the full or bigger park. She recommended that the residents view the May 7, 2024 public meeting to hear Cam Milani comments about his father's wish for the park and the Milani family want the park.

There is a settlement agreement in place and Palm Beach County is moving forward with the park. There is no other influence with the County.

**8. PUBLIC COMMENTS** (Public Comments will be limited to five (5) minutes per speaker.)

Ms. Christine Viegas provided comments.

Mr. John Shoemaker provided comments as well.

**9. ORDINANCES** (Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.)

A. None.

**10. CONSENT AGENDA** (These are items that the Commission typically does not need to discuss individually, and which are voted on as a group.) Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.

**A. Approval of Meeting Minutes**

**December 17, 2024 Town Commission Meeting Minutes**

**January 21, 2025 Town Commission Meeting Minutes**

**February 04, 2025 Town Commission Meeting Minutes**

**MOTION:** David/Goldberg - A motion was made and seconded to approve the Consent Agenda as presented, which passed unanimously 4 - 0.

**11. UNFINISHED BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

**A. Building Department Recertification Program Update**

Katerina Jaddaoui, Administrative Assistant/Permit Technician, provided an update on the Building Department Milestone Recertification program.

**B. Florida Department of Transportation (FDOT) RRR Project Update**

Town Manager Labadie provided an update on the Florida Department of Transportation RRR project regarding the road construction along A1A.

**12. NEW BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after the Town Commission initial discussion.)

**A. Discussion on temporary signage regulations.**

Town Planner Ingrid Allen presented the regulations for temporary signage as outlined in Chapter 23 of the Town Code of Ordinances. She explained the definition of temporary signs, the specific period for displaying them, and noted that a permit is not required. She also discussed the parameters for temporary signs.

John and Maggie Chappelle discussed the multi-family properties along Bel Air Drive and the real estate signs displayed on those properties. John expressed his desire for the Town to adopt an ordinance like those in the Towns of Manalapan, Palm Beach, Jupiter, and the City of Coral Gables, which have smaller and more closely restricted signs. Maggie presented research on different real estate signs. She also suggested looking at similar municipalities that have smaller signs, specifically five-by-five.

Mayor Moore opened public comments. The following individual provided comments:

Mr. Timothy Ruotolo

The Town Commission discussed signage size, displaying signs and period of displaying signs. Town Attorney Rubin explained the current ordinance was adopted years ago because there was a Supreme Court case indicating you cannot differentiate regulations for temporary signs based on content and must be content neutral. There are some flexibilities regarding commercial speech with realtor signs than political signs. There are legal ramifications, and he wanted the Town Commission to be aware. Town Commission discussion continued. Town Attorney Rubin explained that temporary signs are signs that do not require a permit such as construction signs, real estate signs, political signs. The Town must be careful about how to regulate the type of signs. Town Manager Labadie

also addressed the prohibition of temporary signs displayed in the public right-of-way.

Mr. John Chappelear provided comments.

Ms. Laura Thurston also provided comments.

Town Manager Labadie reminded the Town Commission about the current ordinance development process. He also mentioned that the Town Commission could designate a sponsor to collaborate with town staff on making changes to the temporary signage regulations.

Mayor Moore suggested that the Town Commission continues the discussion on temporary signage, and town staff gather more information from other municipalities regarding temporary signage and size. Additionally, the Town Commission could assign a sponsor during a future commission meeting. The Commissioners agreed with Mayor Moore's suggestion.

Mr. Chappelear provided additional comments.

Commissioner-Elect Jason Chudnofsky provided comments.

**B. Resolution No. 2025-006**

**A Resolution of the Town Commission of the Town of Highland Beach, Florida, in support of House Bill 517 and Senate Bill 840, urging the Florida State Legislature to enact legislation to provide a public records exemption for municipal clerks and employees who perform municipal elections work or have any part in code enforcement functions of a municipality, providing for distribution; providing for severability; and providing for an effective date.**

Mayor Moore read the title of Resolution No. 2025-006, followed by the Town Commission discussions concerning safety.

**MOTION:** David/Goldberg - A motion was made and seconded to approve Resolution No. 2025-006, which passed unanimously 4 to 0.

**13. TOWN COMMISSION COMMENTS**

Commissioner Judith M. Goldberg commented on Commissioner David's last meeting, welcomed the public participating in the meeting today, and looked forward to Commissioner-Elect Jason Chudnofsky joining the Town Commission. She also announced the upcoming Town Commission Spring Fling event and encouraged the residents to vote on March 11, 2025.

Commissioner Evalyn David noted that it has been a pleasure to watch the Town change over the last six years, and the town has accomplished a lot. Look forward



to having Jason Chudnofsky as a commissioner. She thanked everyone that she has worked over the years.

Vice Mayor David Stern thanked Commissioner David for her service to the town and provided an update on the charging stations and rates at his condominium.

Mayor Natasha Moore noted it has been a pleasure collaborating with Commissioner David and thanked her for her contributions to the community.

#### **14. TOWN ATTORNEY'S REPORT**

Town Attorney Rubin had nothing to report.

#### **15. TOWN MANAGER'S REPORT**

Town Manager Labadie also thanked Commissioner David for her guidance and leadership. He reported that the Financial Advisory Board had a meeting on February 24, 2025 and was pleased with the first quarter revenues and expenditures. He hopes to present the preliminary budget to the Financial Advisory Board in May. He emphasized that the Town's financial position is spectacular, and the model is to hold the millage flat.

He announced that the Legislative Sessions began today in Tallahassee and there are several bills to monitor. He briefly spoke about the sovereign immunity bill and its impact.

Commissioner-Elect Chudnofsky asked if the County's conceptual 3D design model of the Milani park be blown up and shared with the appropriate people before Palm Beach County's April 2 meeting. Mayor Moore indicated that the conceptual model will be available in the Town Clerk's Office and there was an article in the Coastal Star Newspaper regarding the upcoming meeting and the conceptual model. Town Manager Labadie will place an article in the Manager's Minutes and will contact the architect to request a digital model.

#### **16. ANNOUNCEMENTS**

Mayor Moore read the following announcements.

##### **Board Vacancies**

Code Enforcement Board

One (1) for a three-year term  
and One (1) vacancy for an unexpired  
ending May 30, 2025

##### **Meetings and Events**

March 11, 2025      **Town Closed due to Election Day**

March 13, 2025      9:30 A.M.      Planning Board Regular Meeting

March 18, 2025	1:00 P.M.	Special Magistrate Hearing
March 25, 2025	1:30 P.M.	Town Commission Special Meeting/Swearing-in Ceremony
March 27, 2025	5:00 - 8:00 P.M.	Commissioner's Spring Fling Event

**Board Action Report**

None.

**17. ADJOURNMENT**

The meeting adjourned at 3:39 P.M.

**APPROVED:** June 03, 2025, Town Commission Meeting.

Signed Minutes on file in the  
Town Clerk's Office

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ATTEST:

Natasha Moore, Mayor

Transcribed by  
Lanelda Gaskins

06/03/2025

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Lanelda Gaskins, MMC  
Town Clerk

Date

Disclaimer: Effective May 19, 2020, per Resolution No. 20-008, all meeting minutes are transcribed as a brief summary reflecting the events of this meeting. Verbatim audio/video recordings are permanent records and are available on the Town's Media Archives & Minutes webpage: <https://highlandbeach-fl.municodemeetings.com/>.

# DRAFT



## TOWN OF HIGHLAND BEACH TOWN COMMISSION MEETING MINUTES

TOWN HALL COMMISSION CHAMBERS  
3614 S. OCEAN BLVD., HIGHLAND BEACH, FL

Date: May 06, 2025  
Time: 1:30 PM

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### **1. CALL TO ORDER**

Mayor Moore called the meeting to order at 1:30 P.M.

### **2. ROLL CALL**

Commissioner Jason Chudnofsky  
Commissioner Judith Goldberg  
Commissioner Donald Peters  
Vice Mayor David Stern  
Mayor Natasha Moore  
Town Manager Marshall Labadie  
Town Attorney Leonard Rubin  
Town Clerk Lanelda Gaskins

### **3. PLEDGE OF ALLEGIANCE**

The Town Commission led the Pledge of Allegiance to the United States of America.

### **4. INVOCATION**

None.

### **5. APPROVAL OF THE AGENDA**

Town Clerk Gaskins added the National Safe Boating Proclamation to the agenda as Item 6.I. under Presentations / Proclamations.

**MOTION:** Goldberg/Stern - A motion was made and seconded to approve the agenda as amended., The motion which passed unanimously 5 to 0.

### **6. PRESENTATIONS / PROCLAMATIONS**

**A. State Legislative Updates by Senator Lori Berman, District 26 and State Representative Peggy Gossett-Seidman, District 91**

Senator Lori Berman, District 26 and State Representative Peggy Gossett-Seidman, District 91 provided an update on the State Legislative session and sponsored bills that passed both chambers.

Senator Berman reported that the legislative session has been extended through June 6, and that Highland Beach has one appropriation in the budget for \$250,000 for the Marine Police Project, which has been partially funded in the House, with hopes of securing full funding in both chambers.

State Representative Gossett-Seidman remarked that named Highland Beach's appropriation "docks for cops" and sponsored bills.

Town Manager Labadie congratulated Senator Berman on her appointment as the Senate Democratic Leader and thanked State Representative Gossett-Seidman.

**B. Municipal Clerk Week Proclamation**

Mayor Moore read and presented the Municipal Clerk Week Proclamation to the Town Clerks Office.

**C. Drinking Water Week Proclamation**

Mayor Moore read and presented the Drinking Week Proclamation to the Public Works Department.

**D. National Police Week Proclamation**

Mayor Moore read and presented the National Police Week proclamation to Chief of Police Craig Hartmann.

**E. Emergency Medical Services Week Proclamation**

Mayor Moore read and presented the Emergency Medical Services Week Proclamation to the Fire Department staff.

**F. National Public Works Week Proclamation**

Mayor Moore read and presented the National Public Week Proclamation to the Public Works Department.

**G. Building Safety Month Proclamation**

Mayor Moore read and presented the Building Safety Month Proclamation to the Building Department staff.

**H. Memorial Day Proclamation**

Mayor Moore read the Memorial Day Proclamation.

**I. National Boating Safe Boating Week Proclamation (This item was added to the agenda.)**

Mayor Moore read the National Safe Boating Week Proclamation.

**7. PUBLIC COMMENTS ON NON-AGENDA ITEMS** (Public Comments will be limited to five (5) minutes per speaker.)

There are no public comments.

**8. ORDINANCES** (Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.)

None.

**9. CONSENT AGENDA** (These are items that the Commission typically does not need to discuss individually, and which are voted on as a group.) Public Comments will be limited to three (3) minutes per speaker per item after Commission initial discussion.

**A. March 25, 2025 Town Commission Special Meeting/Swearing in Ceremony Minutes**

April 15, 2025 Town Commission Meeting Minutes

**MOTION:** Goldberg/Stern - A motion was made and seconded to approve the Consent Agenda, which passed unanimously 5 to 0.

**10. UNFINISHED BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after the Town Commission initial discussion.)

**A. Building Department Recertification Program Update**

Katerina Jaddaoui, Administrative Assistant/Permit Technician, provided an update on the Building Department Milestone Recertification program.

**B. Florida Department of Transportation (FDOT) RRR Project Update**

Public Works Director Pat Roman provided an update on the Florida Department of Transportation (FDOT) RRR project.

**C. Sanitary Sewer Lining Rehabilitation Project Update**

Town Manager Labadie provided an update on the Sanitary Sewer Lining Rehabilitation project.

**11. NEW BUSINESS** (Public Comments will be limited to three (3) minutes per speaker per item after Town Commission initial discussion.)

**A. Discussion of Updated Five Year Financial Forecast.**

David DiLena, Finance Director with Projected Point, Inc. provided an overview of the Five Year Forecast of the expected revenues, expenditures, and fund balances/cash related to the general fund, building fund water fund - debt data and balances, and sewer fund.

Mayor Moore opened public comments.

Mr. Richard Greenwald provided public comments.

**B. Consideration of Commissioner attendance at the Annual National League of Cities City Summit 2025.**

Town Commission discussed their interest to attend the Annual National League of Cities City Summit 2025. Commissioner Chudnofsky and Mayor Moore supports their colleagues and are not interested in attending the conference. Commissioner Goldberg, Commissioner Peters and Vice Mayor Stern were interested in attending the conference.

**12. TOWN COMMISSION COMMENTS**

Commissioner Jason Chudnofsky provided comments about an article in the Coastal Star newspaper.

Commissioner Judith M. Goldberg expressed concern with the unknown impact that it would have the Milani Park open and the pact on public safety as it relates to fire rescue and police. She commented about the proclamation and acknowledgement of the employees.

Commissioner Donald Peters piggyback and commented about the traffic and accidents along A1A. The BCA will send a letter. He too commented about the proclamation presented at today.

Vice Mayor David Stern echoed his colleagues regarding the traffic.

Mayor Natasha Moore had no comments.

**13. TOWN ATTORNEY'S REPORT**

Town Attorney Rubin noted that it was time for the Town to renew the Town logo with the state.

**14. TOWN MANAGER'S REPORT**

Town Manager Labadie reported on the crosswalk lighting which is in the works. Budget season. He will be hosting the manager's meeting on June 6.

**15. ANNOUNCEMENTS**

Mayor Moore read the announcements as follows:



**File Attachments for Item:**

**B. Resolution No. 2025-014**

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Planning Board; and providing for an effective date.





# TOWN OF HIGHLAND BEACH AGENDA MEMORANDUM

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**MEETING TYPE:** Commission Meeting  
**MEETING DATE** June 03, 2025  
**SUBMITTED BY:** Jaclyn DeHart, Deputy Town Clerk  
**THROUGH** Lanelda Gaskins, Town Clerk  
**SUBJECT:** Resolution No. 2025-014

A Resolution of the Town Commission of the Town of Highland Beach, Florida, ratifying the selection, appointments, and term of office of members of the Planning Board; and providing for an effective date.

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## **SUMMARY:**

Consideration of Resolution No. 2025-014 ratifying the selection, appointments, and term of office of a member of the Planning Board; and providing for an effective date.

On October 17, 2023 the Town Commission appointed Mr. Axelrod to the Planning Board to serve an unexpired term that ended June 04, 2025, and is seeking to serve a full three-year term ending June 04, 2028.

To conclude, Mr. Axelrod has met the qualifications for reappointment that a person shall be a resident of the Town domiciled within corporate limits and has been a registered voter of Highland Beach for a year at least one year prior to reappointment. These results were corroborated by records from the Palm Beach County Property Appraiser and the Palm Beach County Supervisor of Elections Offices websites.

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## **FISCAL IMPACT:**

N/A

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## **ATTACHMENTS:**

David Axelrod Application  
Resolution No. 2025-014

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## **RECOMMENDATION:**

With the Commission's consideration, Staff recommends the adoption of Resolution No. 2025-014 for the applicant to serve a term as outlined in the resolution.



## **RESOLUTION NO. 2025-014**

### **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, RATIFYING THE SELECTION, APPOINTMENTS AND TERMS OF OFFICE OF MEMBERS OF THE PLANNING BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 20, Article II, Sec. 20-26 of the Town's Code of Ordinances establishes the Planning Board and governs the membership, qualification, function, and rules of the Planning Board; and

**WHEREAS**, these provisions of the Code also establish the selection, appointment, and terms of office of members of the Planning Board; and

**WHEREAS**, on October 17, 2023, David Axelrod was appointed by Town Commission to fill an unexpired term ending June 04, 2025, and is eligible for reappointment for a three-year term; and

**WHEREAS**, pursuant to Sec. 2-99(1)(a) of the Town's Code of Ordinances, the chairperson of each board shall interview applicants for the board and provide a recommendation to the Town Commission; and

**WHEREAS**, the chairperson of the Planning Board interviewed the applicants and recommends that the Town Commission appoint one applicant to the Board; and

**WHEREAS**, Town residents interested in serving on or continuing to serve on the Planning Board have submitted a board application for the Town Commission's consideration.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF HIGHLAND BEACH, FLORIDA, THAT:**

**Section 1.** The foregoing “WHEREAS” clauses are true and correct and hereby ratified and confirmed by the Town Commission.

**Section 2.** Consistent with the Town’s Code of Ordinances, one (1) member has been selected by the Town Commission to serve on the Planning Board for a full three-year term expiring June 04, 2028, as follows:

<b>Board Member</b>	David Axelrod
	_____

**Section 3.** This Resolution shall become effective upon adoption.

**DONE AND ADOPTED** by the Town Commission of the Town of Highland Beach, Florida,  
this **03rd** day of **June** 2025.

**ATTEST:**

\_\_\_\_\_  
Natasha Moore, Mayor

**REVIEWED FOR LEGAL  
SUFFICIENCY**

\_\_\_\_\_  
Lanelda Gaskins, MMC  
Town Clerk

\_\_\_\_\_  
Leonard G. Rubin, Town Attorney  
Town of Highland Beach

**VOTES:**

**YES NO**

Mayor Natasha Moore  
Vice Mayor David Stern  
Commissioner Evalyn David  
Commissioner Donald Peters  
Commissioner Jason Chudnofsky



RECEIVED

**Town of Highland Beach****Town Clerk's Office  
3614 S. Ocean Boulevard****Highland Beach, Florida 33487****Phone: (561) 278-4548****Fax: (561) 265-3582****Town of Highland Beach, FL  
Town Clerk's Office**

DEC 09 2021

**BOARDS AND COMMITTEES APPLICATION**

This information is for consideration of appointment to a Town Board. Please complete and return this form to the Town Clerk, along with your *resume and proof of residency such as a government issued identification or voter registration card*.

PLEASE NOTE: Florida Public Records Law is very broad. Documents relevant to town business is public records and is subject to public disclosure upon request. Your information provided with in this application may therefore be subject to public disclosure.

NAME: DAVID AXELROD PHONE: 561-504-9602HOME ADDRESS: 3740 South Ocean Blvd APT. NO. 603SUBDIVISION: TOSCANA EMAIL ADDRESS: DZ AXELROD@GMAIL.COM

**PLEASE SELECT THE BOARD(S) / COMMITTEE(S) ON WHICH YOU ARE INTERESTED IN SERVING IN NUMERICAL ORDER FROM 1 THROUGH 5, WITH 1 BEING YOUR FIRST CHOICE AND 5 THE LEAST CHOICE. (A description of the responsibilities of each Board is on the back of this application.)**

2 Board of Adjustment & Appeals1 Code Enforcement Board3 Financial Advisory Board

Natural Resources Preservation Board

Planning Board

Other Board /Committee

**PLEASE MARK YES OR NO FOR EACH OF THE FOLLOWING QUESTIONS:**

Are you a resident of Highland Beach?

Yes ✓ No       

Are you a registered voter in Highland Beach/Palm Beach County, FL?

Yes ✓ No       

Are you currently serving on a Town Board?

Yes ✓ No       

Have you ever served on a Town Board/Committee?

Yes ✓ No       If so, please indicate the Board(s)/Committee(s)? PLANNING BOARDDate of Service: Feb 5 2016-2022

Are you willing to attend monthly board meetings? In Person / Telecom

Yes ✓ No       

Per Town Code of Ordinance, I understand any member absence from three (3) consecutive meetings will be considered as resignation from the board/committee.

Yes ✓ No

Please list any special talent, qualification, education or professional experience that would contribute to your service on the Board/Committee you have selected?

~~MAJOR QUALIFICATION~~ IS BASED ON PLANNING BOARD EXPERIENCE  
Vice President - TOSCANA South Condominium 2006 → Present  
FINANCE Committee " HOA 2010 → "  
\*HIGHLAND Beach Planning Board 2016 → Feb 5, 2022  
Chairman (Chairman 2018 → 2021)  
Depant of OB/GYN Alexand. Hosp / 2002-2004  
(Decision Making regarding Physical Practice)  
Expert witness during MALpractice CASES - Both Plaintiff and  
Defendant

Please summarize your volunteer experience(s):

\* HIGHLAND Beach Planning Board - 2016 → 2022  
Chair 2018 - 2021  
leaving due to completion of 2 3 year TERMS  
Vice President - TOSCANA South  
FINANCE Committee - HOA TOSCANA  
utilization committee - Alexandria Hospital  
Pharmacy " " (Chairman)

Florida Law requires appointed members on the Planning and Board of Adjustment and Appeals Boards to file a Form 1 - Statement of Financial Interests Disclosure form on an annual basis. (Filed in 2021)

Vetting by the Board Chairperson. The Chairperson of each Board shall interview the applicant and submit a memorandum of recommendation to the Town Clerk's Office 14 days prior to the Town Commission Workshop Meeting for final appointment.

Palm Beach County Commission on Ethics requires appointed members to take the Code of Ethics Training every two (2) years. (Completed in 2021)

I hereby certify that the statements and answers provided are true and accurate to the best of my knowledge.

  
Signature of Applicant

\_\_\_\_\_  
Date

☐ Resume Attached.

**File Attachments for Item:**

A. Approve and authorize the Mayor to execute an agreement with the Hinterland Group, Inc. in an amount not to exceed \$100,000 for utility construction and repair services on an as-needed basis, pursuant to and Invitation to Bid issued by Loxahatchee River Environmental Control District (ITB No. 24-001-00131).



## **CONTRACT FOR UTILITY CONSTRUCTION AND REPAIR SERVICES**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Town of Highland Beach, a Florida municipal corporation ("Town") with a mailing address of 3614 South Ocean Boulevard, Highland Beach, FL 33487 and Hinterland Group, Inc., a Florida corporation ("Contractor"), with a mailing address of 2051 West Blue Heron Boulevard, Riviera Beach, FL 33404.

### **RECITALS**

WHEREAS, in accordance with the Town's Code of Ordinances, the Town wishes to obtain utility construction and repair services from Contractor pursuant to an Invitation to Bid issued by the Loxahatchee River Environmental Control District (ITB No. 24-001-00131), Contractor's Bid Response, and the resulting Notice of Award issued to Contractor (collectively "District Contract"); and

WHEREAS, Contractor warrants that it is experienced and capable of performing the required services in a professional and competent manner, and the Town desires to accept Contractor's pricing by piggybacking the District Contract, including all terms, conditions and pricing therein; and

WHEREAS, the Town determines that the execution of this Contract serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises contained in this Contract, the Town's Purchase Order (if any) and the District Contract, and other good and valuable consideration, the sufficiency of which is acknowledged by both parties, the Town and Contractor agree as follows:

### **SECTION 1. SERVICES; TERM**

A. Contractor shall provide the Town the materials services set forth in the District Contract upon request from the Town on an as-needed basis. A copy of the District Contract is attached hereto as Exhibit "A" and incorporated herein by reference. This Contract does not guarantee that the Town will utilize Contractor for any services identified therein.

B. The term of this Contract shall commence on the date set forth above and shall expire on October 16, 2025 or the expiration date of the District Contract if the term is extended, unless terminated earlier in accordance with Section 7 below.

### **SECTION 2. COMPENSATION; WORK ORDERS; PAYMENT**

A. The Town shall compensate Contractor in accordance with the unit prices set forth in the District Contract. The total compensation paid to Contractor by the Town pursuant to this Contract shall not exceed One Hundred Thousand Dollars (\$100,000) during any single fiscal year.

B. When the Town identifies a need for Contractor's services, the Town will request a proposal from the Contractor that will be incorporated into a Work Order. Contractor shall not proceed with any services until the Town issues a written Work Order to Contractor.

C. All requests for payments from Contractor shall be processed in accordance with the Florida Prompt Payment Act (Chapter 218, Part VII, Florida Statutes).

### **SECTION 3. INDEMNIFICATION; INSURANCE**

A. Contractor shall indemnify and hold harmless the Town, and its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees arising out of or related to the negligence, recklessness, or intentional wrongful conduct of Contractor and other persons utilized or employed by Contractor in the performance of this Contract. The Town agrees to be responsible for the negligent and wrongful acts or omissions of its employees while acting within the scope of the employee's office or employment as provided for in section 768.28, Florida Statutes. The Town shall not be required to indemnify, defend, or hold the Contractor harmless. Nothing contained herein shall be construed or interpreted as consent by the Town to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time. The provisions and limitations of Section 768.28, Florida Statutes, are deemed to apply to this Contract to claims or actions arising in tort and/or contract. This paragraph shall replace any conflicting language in the District Contract.

B. The Contractor shall comply with the insurance requirements set forth in the District Contract and, where applicable, shall name the Town of Highland Beach as an "Additional Insured."

### **SECTION 4. CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS**

The contract between the parties consists of the following documents: this Contract; the Town's Purchase Order (if any); and the District Contract (consisting of the Invitation to Bid No. 24-001-00131, the Contractor's Bid Response, the Notice of Award issued by the Loxahatchee River Environmental Control District. To the extent that there exists a conflict between this Contract and the remaining Contract documents, the terms, conditions, covenants, and/or provisions of the following documents shall prevail in the following order: (1) this Contract, (2) Town Purchase Order, and (3) District Contract. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

### **SECTION 5. PALM BEACH COUNTY IG; PUBLIC ENTITY CRIMES; COERCION FOR LABOR AND SERVICES**

A. In accordance with Palm Beach County Ordinance No. 2011-009, this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor should review Palm Beach County Ordinance No. 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

B. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract, Contractor certifies that it and its affiliates who will perform hereunder have not been placed on the convicted Contractor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

C. The Contractor, by signing this Contract as set forth below, attests, under penalty of perjury, that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes, as amended from time to time.

### **SECTION 6. APPROPRIATION OF FUNDS; TAXES**

A. Nothing herein shall constitute a pledge by the Town of the full faith and credit of the Town, nor does the Town pledge any ad valorem taxes or other monies other than monies lawfully appropriated by the Town Commission from time to time. If in any given year, the Town's governing body fails to



appropriate funds to make the payments under this Contract, such Contract will terminate without any penalty to the Town. Upon termination, the Contractor shall be paid through the date of termination.

B. The Town is exempt from payment of Florida State Sales and Use Tax. The Town shall provide proof of tax exemption upon request.

#### **SECTION 7. TERMINATION**

A. This Contract may be terminated by either party, for any reason, by providing thirty (30) days' prior written notice to the other party.

B. In the event of termination, any liability of one party to the other arising out of any of the services rendered or for any act or event occurring prior to termination, shall not be terminated or released.

C. In the event of termination by the Town, the Town's sole obligation to Contractor shall be payment for services satisfactorily completed and previously authorized by the Town prior to the date of termination.

#### **SECTION 8. NOTICE**

A. Any notice required to be given under this Contract shall be hand-delivered, sent by certified mail (return receipt requested) or transmitted by a nationally recognized overnight courier service.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses:

All notices to Contractor shall be sent to:

Hinterland Group, Inc.  
Attn: Daniel Duke III, President  
2051 West Blue Heron Boulevard  
Riviera Beach, FL 33404

All notices to the Town shall be sent to:

Town of Highland Beach  
Attn: Marshall Labadie, Town Manager  
3614 South Ocean Boulevard  
Highland Beach, FL 33487

#### **SECTION 9. LAW, VENUE, REMEDIES, ENFORCEMENT COSTS AND WAIVER OF JURY TRIAL**

A. The Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held exclusively in Palm Beach County.

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

C. If any legal action or other proceeding is brought for the enforcement of this Contract or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of the Contract, the parties agree that each party shall be responsible for its own attorneys' fees. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS.

#### **SECTION 10. SURVIVAL; WAIVER; SEVERABILITY; TIME**

A. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

B. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that party's right to enforce or exercise said right(s) at any time thereafter.

C. If any term or provision of the Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Contract shall be deemed valid and enforceable to the extent permitted by law.

D. Time is of the essence with respect to all of Contractor's obligations, duties, and responsibilities under this Contract. Notwithstanding the foregoing, Contractor will not be liable or responsible for any delay in the time or completion of the Services due to the action or inaction of the Town.

#### **SECTION 11. SCRUTINIZED COMPANIES**

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

B. Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Contract.

C. Contractor agrees that the certifications in this section shall be effective and relied upon by the Town for the term of the Contract, including any and all renewals.

D. Contractor agrees that if it or any of its subcontractors' status changes in regard to any certification herein, the Contractor shall immediately notify the Town of the same.

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

#### **SECTION 12. E-VERIFY**

Pursuant to Section 448.095(5), Florida Statutes, the Contractor shall:

- A. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under this Contract) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees;
- B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;
- C. Maintain copies of all subcontractor affidavits for the duration of this Contract;
- D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and
- F. Be aware that if the Town terminates this Contract under Section 448.095(5)(c), Florida Statutes, the Contractor may not be awarded a public contract for at least 1 year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Contract.

#### **SECTION 13. INDEPENDENT CONTRACTOR**

Contractor is, and shall be, in the performance of all services under the Contract, an independent contractor, and not an employee, agent, or servant of the Town. All persons engaged in any of the services performed pursuant to the Contract shall at all times, and in all places, be an employee of Contractor and shall have no claim under the Contract for compensation of any kind from the Town under the Contract or otherwise. Contractor shall be solely responsible for any and all compensation or payment to all persons engaged in any services performed pursuant to the Contract on behalf of Contractor including, but not limited to, all wages, benefits and payroll taxes.

#### **SECTION 14. ACCESS AND AUDITS**

Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work/services herein for at least three (3) years after completion of the Contract. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business. In no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

#### **SECTION 15. PUBLIC RECORDS LAW**

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

- A. Keep and maintain public records required by the Town to perform the services.
- B. Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a

cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract following completion of the Contract if the Contractor does not transfer the records to the Town.

D. Upon completion of the Contract, transfer, at no cost, to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If Contractor transfers all public records to the Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-278-4548, [LGASKINS@HIGHLANDBEACH.US](mailto:LGASKINS@HIGHLANDBEACH.US), OR BY MAIL AT TOWN OF HIGHLAND BEACH, 3614 S. OCEAN BLVD., HIGHLAND BEACH, FL 33487.**

#### **SECTION 16. SUCCESSORS AND ASSIGNS; THIRD-PARTY BENEFICIARIES**

A. The Town and Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Contractor may not assign this Contract without the prior written approval of the Town which may be unreasonably withheld.

B. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either party.

#### **SECTION 17. ENTIRETY OF CONTRACTUAL AGREEMENT; COUNTERPARTS**

A. The Town and Contractor agree that the Contract sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

B. This document may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties agree to accept the execution of this document by electronic means.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year set forth above.

**TOWN OF HIGHLAND BEACH**

By: \_\_\_\_\_  
Natasha Moore, Mayor

Attest:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Lanelda Gaskins, MMC, Town Clerk

\_\_\_\_\_  
Leonard G. Rubin, Town Attorney



[Corporate Seal, if required]

**CONTRACTOR:**

**HINTERLAND GROUP, INC.**

By: \_\_\_\_\_  
Name: Chase Rogers  
Title: Chief Operating Officer

STATE OF FLORIDA )  
COUNTY OF PALM BEACH )

THE FOREGOING instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 27 day of May, 2025, by Chase Rogers, as Chief Operating Officer of Hinterland Group, Inc. and who is personally known to me or who has produced the following as identification: N/A, and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and correct, and that he or she is duly authorized to execute the foregoing instrument and bind Hinterland Group, Inc. to the same.

\_\_\_\_\_  
Print Name: Lori Guild  
My commission expires: 08/09/2026

Notary Seal:





MINUTES OF SPECIAL MEETING

OF

HINTERLAND GROUP INC.

Minutes of Special Meeting of Hinterland Group Inc. held at 2051 W. Blue Heron Blvd.,  
Riviera Beach, Florida 33404 on this 20 day of JANUARY, 2025.

The President called the meeting to consider the following business: The authorization of Chase Rogers, Julie Gwinner, and Danny Duke, Jr., to sign any and all documentation with regard to the Company.

On motion duly made and carried, the meeting proceeded to approve the authorization.

Chase Rogers, Julie Gwinner, and Danny Duke, Jr., have the authority to sign all documents as stated above. There being no further business, the meeting was adjourned.

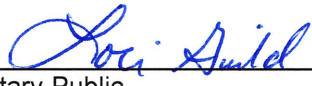
Dated: JANUARY 20, 2025

  
Daniel Duke III, President  
Hinterland Group Inc.

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 20 day of JANUARY, 2025  
by DANIEL DUKE III.

  
Notary Public



Printed Name: LORI GUILD

My Commission Expires: 8/9/2026

Hinterland Group Inc. Corporate Office  
2051 W Blue Heron Blvd., Riviera Beach, FL 33404 • Ph 561-640-3503 • Fax 561-640-3504



**NOTICE TO CONTRACTORS**  
**ITB # 24-001-00131**  
**WASTEWATER AND I.Q. WATER GENERAL CONSTRUCTION SERVICES AND**  
**EMERGENCY / ON-CALL REPAIR SERVICES**

Bids will be received by the Loxahatchee River Environmental Control District (the “District,”) via DemandStar until **2:00 p.m.** local time on **October 10, 2023**. Any Bids received after **2:00 p.m.** local time on **October 10, 2023** will not be accepted under any circumstances. Any uncertainty regarding the time a Bid is received will be resolved against the Bidder. The Bids will be publicly opened and read aloud on **October 10, 2023** at **2:00 p.m.** local time in the Governing Board room of the District, 2500 Jupiter Park Drive, Jupiter, FL 33458.

It is the District’s intent and the purpose of these specifications to secure a qualified utility underground contractor to provide construction services on an as needed basis for general maintenance repair of District facilities in compliance with the Loxahatchee River Environmental Control District Manual of Minimum Construction Standards and Technical Specifications and this contract. Additionally, this contract includes as-needed on-call or emergency services that will utilize the labor and equipment rates included in this contract with a 1.5 multiplier for labor and equipment only. Materials shall be paid on cost plus 15% mark-up basis for all work items. Work to be performed by the successful bidder(s) under this Contract shall consist of furnishing all labor, tools, materials, supplies, machinery, essential communications, equipment, transportation, services and incidentals required for construction services for general maintenance repair and/or emergency / on-call repair services, including repair and installation of gravity sewer mains, manholes, lift stations, service laterals, low-pressure mains, force mains, irrigation quality (I.Q.) water mains, and appurtenances within the Loxahatchee River District service area, as well as any collateral damages, including but not limited to, pavement restoration, sod restoration and related restoration services in a competent, timely and professional manner. All construction services shall be completed in compliance with the solicitation documents, Loxahatchee River District Manual of Minimum Construction Standards and Technical Specifications (refer to Exhibits A and B included herein), all applicable local, state and Federal laws and regulations including the Occupational Safety and Health Act Administration (OSHA), including all costs of permits and cost of regulatory compliance.

The District reserves the right to determine material elements of the Bid and to award the Contract, if at all, to the lowest, qualified, responsive, and responsible Bidder. The District further reserves the right to reject any and all Bids; to not proceed with the Project; and/or to waive any irregularities contained in a Bid.

A pre-bid conference will be held at 2:00 p.m., local time on **October 03, 2023** via Microsoft Teams. A meeting invite will be distributed to all plan holders prior to the scheduled date and time. This meeting will be recorded. If a bidder downloads Bid Documents from the District’s website the bidder must send a request to be included in the pre-bid conference meeting invite to **purchasing@lrecd.org**. All vendors planning to submit Bids on this Project are encouraged to attend.

Bid Documents may be downloaded at the District’s website, <https://loxahatcheeriver.org/governance/purchasing-bids/> or DemandStar. Bid Documents will be available on **September 25, 2023** after **8:00 a.m.** local time. The Bid Documents are made available on the above terms solely for the purpose of obtaining Bids and do not confer a license or grant for any other use.

ITB#24-001-00131

Character and amount of security to be furnished by each Bidder are stated in the Instruction to Bidders. The Bidder shall hold its Bid open for acceptance by the District for a period of not less than ninety (90) calendar days following the date of the Bid opening.

This solicitation has been issued as an Electronic Bid with the same title on DemandStar. To submit a response for this bid electronically follow the instructions on DemandStar. Electronic responses are the only method allowed for Bidders to respond to this solicitation. Bids shall be submitted on or before the date and time specified.

LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT  
Dr. Matt Rostock, Chairman



# **GENERAL AND SPECIAL CONDITIONS, SPECIFICATIONS AND FORMS FOR BIDDERS**

## **GENERAL CONDITIONS**

### **1. GENERAL INFORMATION**

Bidders are advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between the District and the successful bidder. Changes to this invitation to bid may be made only by written amendment issued by the District's Purchasing Agent. Bidders are further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing with sufficient time to permit a written response and, if required, will be provided to all prospective bidders, prior to bid opening. Oral explanations or instructions given by any District agent are not binding and should not be interpreted as altering any provision of this document. Bidder certifies that this bid is made without reliance on any oral representations made by the District.

The obligations of the District under this award are subject to the availability of funds lawfully appropriated for its purpose.

### **2. LEGAL REQUIREMENTS**

- a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility. The successful bidder shall strictly comply with Federal, State and local pollution, highway, and safety regulations. Bidder certifies that all materials, equipment, processes, or other items supplied in response to this bid shall comply with all relevant Federal and State requirements. Any costs to maintain such compliance shall be borne by the bidder. In compliance with Chapter 442, Florida Statutes, any toxic substance resulting from this bid shall be accompanied by a properly completed Material Safety Data Sheet (MSDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the successful bidder and LRECD for any terms and conditions not specifically stated in the Invitation for Bid.

- b. **DISCRIMINATION PROHIBITED:** The District is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. The successful bidder is prohibited from discriminating against any employee, applicant, or client because of race, color, religion, disability, sex, age, national origin, ancestry, marital status, sexual orientation, or gender identity and expression.
- c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The successful bidder is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the District. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the successful bidder's sole direction, supervision, and control. The successful bidder shall exercise control over the means and manner in which it and its employees perform the work, and in all

respects the successful bidder's relationship, and the relationship of its employees, to the District shall be that of an Independent Contractor and not as employees or agents of the District.

- d. PUBLIC ENTITY CRIMES: F.S. 287.133 requires the District to notify all bidders of the following:  
"A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

- e. NON-COLLUSION: Bidder certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more bidders over other bidders. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with the District may result in permanent debarment.

No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and/or debarment or suspension from doing business with the District.

- f. LOBBYING: After the issuance of any bid/RFP, or during renegotiation of any existing contract, no prospective vendor, bidder, their agents, representatives, or persons acting at the request of such vendors shall contact, communicate with or discuss any matter relating to the bid/RFP or renegotiations with any District officer, agent, Board member, or employee other than the Purchasing Agent or his/her designee. This prohibition ends upon execution of the final contract or when the bid/RFP has been cancelled or the renegotiation is terminated. Renegotiation is deemed to have commenced upon a vote of the Board or written notice from the Purchasing Agent. A vendor who violates this provision may be subject to one or more of the following sanctions: (A) Written warning and reprimand; (B) Termination of contract; and (C) Debarment or suspension.

- g. CONFLICT OF INTEREST: All bidders shall disclose with their bid the name of any officer, director, or agent who is also an employee or a relative of an employee of the District. Further, all bidders shall disclose the name of any District employee or relative of a District employee who owns, directly or indirectly, an interest of ten percent or more in the bidder's firm or any of its branches.

- h. SUCCESSORS AND ASSIGNS: The District and the successful bidder each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the District nor the successful bidder shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.

- i. INDEMNIFICATION: Regardless of the coverage provided by any insurance, the successful bidder shall indemnify, save harmless and defend the District, its agents, servants, or employees from and against any and all claims, liability, losses and/or causes of action which may arise from any negligent act or omission of the successful bidder, its subcontractors, agents, servants or

employees during the course of performing services or caused by the goods provided pursuant to these bid documents and/or resultant contract.

- j. PUBLIC RECORDS: Any material submitted in response to this invitation for bid is considered a public document in accordance with F.S. 119.07. This includes material which the responding bidder might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to F.S. 119.07.

**If the bidder has questions regarding the application of Chapter 119, Florida Statutes, to the bidder's duty to provide public records relating to this Contract, contact the custodian of public records at: Loxahatchee River District, 2500 Jupiter Park Drive, Jupiter, FL 33458, Phone 561-747-5700 or email at [kara.fraraccio@lrecd.org](mailto:kara.fraraccio@lrecd.org).**

- k. INCORPORATION, PRECEDENCE, JURISDICTION: This Invitation for Bid shall be included and incorporated in the final award. The order of contractual precedence shall be the bid document (original terms and conditions), bid response, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.
- l. LEGAL EXPENSES: The District shall not be liable to a bidder for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from any other matter generated by or relating to this contract.

### 3. BID SUBMISSION

- a. SUBMISSION OF RESPONSES: Bids will be received by the Loxahatchee River Environmental Control District (the "District") via DemandStar. All bid responses must be submitted electronically following the instructions on DemandStar. Electronic responses are the only method allowed for Bidders to respond to this solicitation. Bids shall be submitted on or before the date and time specified. All bid responses must be submitted on the provided Invitation for Bid "Bid Response" Form. Bid responses on vendor letterhead/quotation forms shall not be accepted. Responses must be typewritten or written in ink and must be signed in ink by an agent of the company having authority to bind the company or firm. FAILURE TO SIGN THE BID RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE BID.
- b. CERTIFICATIONS, LICENSES AND PERMITS: Unless otherwise directed in Special Conditions of this bid, bidder should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the bidder shown on the bid response page. It shall also be the responsibility of the successful bidder to submit, prior to commencement of work, a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to District. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the bidder should include the current Local Business Tax Receipt (Occupational License) issued to the bidder in the response. It is the responsibility of the

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successful bidder to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

- c. **DRUG FREE WORKPLACE CERTIFICATION:** In compliance with F.S. 287.087 attached form "Drug-Free Workplace Certification" should be fully executed and submitted with bid response in order to be considered for a preference whenever two (2) or more bids which are equal with respect to price, quality, and service are received by the District.
- d. **CONDITIONED OFFERS:** Bidders are cautioned that any condition, qualification, provision, or comment in their bid, or in other correspondence transmitted with their bid, which in any way modifies, takes exception to, or is inconsistent with the specifications, requirements, or any of the terms, conditions, or provisions of this solicitation, is sufficient cause for the rejection of their bid as non-responsive.
- e. **PRICING:**
  - (1) Prices offered must be the price for new merchandise and free from defect. Unless specifically requested in the bid specifications, any bids containing modifying or escalation clauses shall be rejected.
  - (2) The price offered must be in accordance with the unit of measure provided on the bid response page(s). One (1) space or line requires only one (1) single, fixed unit price. Anything other than a single, fixed unit price shall result in the rejection of your bid.
  - (3) All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two decimal points, the District reserves the right to round up or down accordingly.
  - (4) Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of bid opening to allow for evaluation and award.
  - (5) Bidder warrants by virtue of bidding that prices shall remain firm for the initial and any subsequent term unless modified by a special condition.
  - (6) In the event of mathematical error(s), the unit price shall prevail, and the bidder's total offer shall be corrected accordingly. BIDS HAVING ERASURES OR CORRECTIONS MUST BE INITIALED IN INK BY THE BIDDER PRIOR TO BID OPENING. IF THE CORRECTION IS NOT PROPERLY INITIALED, OR IF THE INTENT OR LEGIBILITY OF THE CORRECTION IS NOT CLEAR, THE BID SHALL BE REJECTED.
  - (7) Bidders may offer a cash discount for prompt payment. However, such discounts shall not be considered in determining the lowest net cost for bid evaluation purposes unless otherwise specified in the special conditions. Bidders should reflect any discounts to be considered in the unit prices bid.
- f. **SUBMITTING NO BID or NO CHARGE:** Bidders not wishing to bid on some items sought by this solicitation should mark those items as "no bid." If some items are to be offered at no charge, bidders should mark those items as "no charge." Items left blank shall be considered a "no bid" for that item, and the bid shall be evaluated accordingly. Bidders who do not wish to submit bids on any item in this solicitation, should return a "Statement of No Bid" in an envelope plainly marked with the bid number and marked "NO BID."



- g. **ACCEPTANCE/REJECTION OF BIDS:** The District reserves the right to accept or to reject any or all bids. The District also reserves the right to (1) waive any non-substantive irregularities and technicalities; (2) reject the bid of any bidder who has previously failed in the proper performance of a contract of a similar nature, who has been suspended or debarred by another governmental entity, or who is not in a position to perform properly under this award; and (3) inspect all facilities of bidders in order to make a determination as to its ability to perform and if there is reason to believe that the offer would not result in the lowest overall cost to the District, even though it is the lowest evaluated offer. An offer is mathematically unbalanced if it is based on prices which are significantly less than fair market price for some bid line item and significantly greater than fair market price for other bid line items. Fair market price shall be determined based on industry standards, comparable bids or offers, existing contracts, or other means of establishing a range of current prices for which the line items may be obtained in the market place. The determination of whether a particular offer or bid is materially unbalanced shall be made in writing by the Purchasing Agent, citing the basis for the determination.
- h. **NON-EXCLUSIVE:** The District reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of F.S. 287.042 provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, the District reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.
- i. **OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** The District encourages and agrees to the successful bidder extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful bidder.
- j. **PERFORMANCE DURING EMERGENCY:** By submitting a bid, bidder agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, the District shall be given "first priority" for all goods and services under this contract. Bidder agrees to provide all goods and services to the District during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Bidder shall furnish a 24- hour phone number to the District in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute default of contract and make the bidder subject to sanctions from doing further business with the District.
- k. **SALES PROMOTIONS / PRICE REDUCTIONS:** Should sales promotions occur during the term of the contract that lower the price of the procured item, the successful bidder shall extend to the District the lower price offered by the manufacturer on any such promotional item. Further, any price decreases effectuated during the contract period by reason of market change or otherwise, shall be passed on to the District.

#### **4. BID OPENING/AWARD OF BID**

- a. **OBSERVING THE PUBLISHED BID OPENING TIME:** The published bid opening time

shall be scrupulously observed. It is the sole responsibility of the bidder to ensure that their bid submitted prior to the published bid opening time. Any bid submitted after the precise time of bid opening shall not be considered and shall be returned to the bidder unopened if bidder identification is possible without opening. This solicitation has been issued as an Electronic Bid with the same title on DemandStar. To submit a response for this bid electronically follow the instructions on DemandStar. Electronic responses are the only method allowed for Bidders to response to this solicitation. Bids shall be submitted on or before the date and time specified.

- b. **POSTING OF AWARD RECOMMENDATION:** Notice of all District decisions or intended decisions shall be made by electronic posting on the District's Purchasing web page (e.g., <https://loxahatcheeriver.org/governance/purchasing-bids/>).
- c. **PROTEST PROCEDURE:** Any person adversely affected by a bid or request for proposal shall file a notice of protest in writing, within three (3) business days from the date on the notice of the decision. A formal written protest shall be filed within ten (10) business days after the protesting party files the notice of protest. Failure to file a protest within the time prescribed shall constitute a waiver of this Protest Provision. The District's complete protest procedures are provided in the District Procurement Policy, see <https://loxahatcheeriver.org/governance/purchasing-bids/>.

## **5. CONTRACT ADMINISTRATION**

- a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the District. Time is of the essence and delivery dates must be met. Should the successful bidder fail to deliver on or before the stated dates, the District reserves the right to CANCEL the order or contract and make the purchase elsewhere. The successful bidder shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for the District has, by inspection or test of such items, determined that they appear to fully comply with specifications. The District may return, at the expense of the successful bidder and for full credit, any item(s) received which fail to meet the District's specifications or performance standards.

- b. **FEDERAL AND STATE TAX:** The District is exempt from Federal and State taxes. The Purchasing Agent shall provide an exemption certificate to the successful bidder, upon request. Successful bidders are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor are successful bidders authorized to use the District's Tax Exemption Number in securing such materials.
- c. **PAYMENT:** Payment shall be made by the District after commodities/services have been received, accepted and properly invoiced as indicated in the contract and/or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation.
- d. **CHANGES:** The District Purchasing Agent may make minor changes to the contract terms by written notification to the successful bidder. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The

successful bidder shall not amend any provision of the contract without written notification to the Purchasing Agent, and written acceptance from the Purchasing Agent.

- e. **DEFAULT:** The District may, by written notice of default to the successful bidder, terminate the contract in whole or in part if the successful bidder fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Purchasing Agent may authorize in writing) after receipt of notice from the Purchasing Agent specifying such failure. In the event the District terminates this contract in whole or in part because of default of the successful bidder, the District may procure goods and/or services similar to those terminated, and the successful bidder shall be liable for any excess costs incurred due to this action.

If it is determined that the successful bidder was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the successful bidder), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience."

- f. **TERMINATION FOR CONVENIENCE:** The Purchasing Agent may, whenever the interests of the District so require, terminate the contract, in whole or in part, for the convenience of the District. The Purchasing Agent shall give five (5) days prior written notice of termination to the successful bidder, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the successful bidder has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the successful bidder shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and, on the date, given in the notice of termination. Additionally, unless directed differently, the successful bidder shall terminate outstanding orders and/or subcontracts related to the terminated work.

- g. **ACCESS AND AUDITS:** The bidder shall maintain adequate records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The District shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the bidder's place of business.
- h. **EFFECTIVE:** The submission of the Bid will be deemed an offer by the Vendor. The Contract will be deemed awarded and validly entered into between the Vendor (Contractor) and the District when written Notice to Proceed has been given by the District through its authorized agent or a Purchase Order has been issued to the Contractor covering same.
- i. **DOCUMENT:** The Contract shall be comprised of the documents contained in the Invitation to Bid and all attachments thereto. These documents shall constitute the entire agreement between the Vendor and the District. The Contract will bind the District, and the Vendor and their partners, successors, assigns, and legal representatives.

## **SPECIAL CONDITIONS**

### **1. GENERAL/SPECIAL CONDITION PRECEDENCE**

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

### **2. QUALIFICATION OF BIDDERS**

This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the goods and/or service specified. The bidder shall, upon request, promptly furnish the District sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The bidder should submit the following information with their bid response; however, if not included, it shall be the responsibility of the bidder to submit all evidence, as solicited, within a time frame specified by the District (normally within two working days of request). Failure of a bidder to provide the required information within the specified time frame is considered sufficient cause for rejection of their bid. Information submitted with a previous bid shall not satisfy this provision.

i. List a minimum of five (5) references in which similar goods and/or services have been provided within the past five (5) years including scope of work, contact names, addresses, telephone numbers and dates of service. A contact person shall be someone who has personal knowledge of the bidder's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the District may be calling them. DO NOT list persons who are unable to answer specific questions regarding the requirement.

ii. Submit copies of all violations issued by all regulatory agencies within the past two (2) years with the outcome of the violation, if applicable.

### **3. AWARD**

The District shall award this bid to two (2) responsive, responsible bidders that provide the best value to the District. Best value will be based upon cost, past performance, equipment quality, and demonstrated ability to meet waste and recycle hauling requests in a timely manner. Award may be in the aggregate, or by line item, or by group, whichever is determined to be in the best interest of the District.

The District reserves the right to reject bids which would result in an award which is financially disadvantageous to the District. An award may be considered financially disadvantageous when it would result in an award to a bidder for less than \$1,000, or when it would result in awards of multiple small fragments. This policy is predicated on avoidance of increased administrative costs and operational complexity. Therefore, it is necessary for a bidder to bid on every item in the particular lot for which the bidder submits a bid in order to have a bid considered. It is also required that the bidder carefully



consider each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications for that lot, the entire lot will be considered non-responsive. Additionally, if a bidder enters a No Bid, or N/A for any item in that lot, they will be considered non-responsive for that lot.

**4. METHOD OF ORDERING (TERM CONTRACT)**

A contract shall be issued for a term of twelve (12) months, with four possible 1-year extensions.

**5. TIME FOR COMPLETION/DELIVERY**

If successful bidder fails or refuses to perform the service specified and in the specified time frame, the successful bidder does hereby agree to pay the District the sum required to pay for this service through another vendor, or rental fees for equipment required to complete this service by District personnel.

Time for completion from District on-call / emergency request is mobilization to the site within 4 hours of request.

**6. WORK SITE SAFETY/SECURITY**

The successful bidder shall at all times guard against damage or loss to the property of the District, the bidder's own property, and/or that of other contractors, and shall be held responsible for replacing or repairing any such loss or damage. When applicable, the successful bidder shall provide fences, signs, barricades, flashing lights, etc. necessary to protect and secure the work site(s) and insure compliance with all applicable local, State, and Federal safety regulations. Additionally, successful bidder shall provide for the prompt removal of all damaged equipment (i.e., trailers) from District property. The District may withhold payment or make such deductions as deemed necessary to ensure reimbursement or replacement for loss or damage to property through negligence of the successful bidder or its agents.

**7. INSURANCE REQUIRED**

It shall be the responsibility of the successful bidder to provide evidence of the following minimum amounts of insurance coverage to the Loxahatchee River District, c/o Purchasing Department, 2500 Jupiter Park Drive, Jupiter, Florida 33458. During the term of the Contract and prior to each subsequent renewal thereof, the successful bidder shall provide this evidence to the District prior to the expiration date of each and every insurance required herein.

Commercial General Liability Insurance. Successful bidder shall maintain Commercial General Liability Insurance, or similar form, at a limit of liability not less than \$500,000 Each Occurrence for Bodily Injury, Personal Injury and Property Damage Liability. Coverage shall include Premises and/or Operations, Independent Contractors, Products and/or Completed Operations, Personal Injury/Advertising Liability, Contractual Liability and Broad Form Property Damage coverages. This coverage shall be endorsed to include Loxahatchee River Environmental Control District as an Additional Insured.

Business Auto Liability with Pollution Liability Endorsements. Successful Bidder shall agree to maintain Business Automobile Liability, including the MCS-90 Motor Carrier Act

Endorsement and/or CA 99 48 Pollution Liability - Broadened Coverage for Covered Autos - Business Auto, Motor Carrier and Truckers Coverage Forms Endorsement, at a minimum limit not less than \$500,000 per occurrence providing coverage for damages against such third-party liability, remediation and defense costs. In the event the policy includes a self-insured retention or deductible in excess of \$100,000, the District reserves the right, but not the obligation, to review and request a copy of the successful bidder's most recent annual report or audited financial statements. The policy shall be endorsed to include "Loxahatchee River Environmental Control District, a Special District of the State of Florida, its Officers, Employees and Agents as additional Insured".

Workers' Compensation and Employer's Liability Insurance. Successful bidder shall maintain Workers' Compensation & Employer's Liability Insurance in accordance with F.S. 440.

A signed Certificate or Certificates of Insurance, evidencing that required insurance coverages have been procured by the successful bidder in the types and amounts required hereunder shall be transmitted to the District via the Insurance Company/Agent within a time frame specified by the District (normally within 2 working days of request). Failure to provide required insurance shall render your bid non-responsive.

Except as to Business Auto, Workers' Compensation and Employer's Liability (and Professional liability, when applicable), said Certificate(s) shall clearly confirm that coverage required by the contract has been endorsed to include Loxahatchee River Environmental Control District as an Additional Insured.

Further, said Certificate(s) shall endeavor to provide ten (10) days written notice to the District prior to any adverse change, cancellation or non-renewal of coverage there under.

It is the responsibility of the successful bidder to ensure that all required insurance coverages are maintained in force throughout the term of the contract. Failure to maintain the required insurance shall be considered default of contract. Successful bidder shall agree to provide the District with at least ten (10) days prior notice of any cancellation, non-renewal or material change to the insurance coverages. All insurance must be acceptable to and approved by the District as to form, types of coverage and acceptability of the insurers providing coverage.

Bidder shall agree that all insurance coverage required herein shall be provided by Bidder to the District on a primary basis.

## 8. HEALTH, SAFETY AND ENVIRONMENTAL PERFORMANCE

The District shall evaluate Bidder's health, safety and environmental performance based on the following performance metrics and documentation reviews. The selected Bidder is solely responsible for all applicable health, safety, and environmental requirements, and the health, safety, and environmental evaluation conducted by the District is not an assumption of any responsibility for health, safety, and environmental requirements by the District. Bidders which fail to submit with their Bid information demonstrating compliance with the following criteria shall be considered non-responsive/non-responsible:

U.S. Department of Labor Occupational Safety and Health Administration (OSHA) Incident Rates and Recordable Injuries:

Total Days Away, Restricted, Transferred (DART) **Benchmark 2.0**

(U.S. Bureau of Labor Statistics, Table 1). Incidence rates of nonfatal occupational injuries and illnesses by industry and case types, **2020, 25<sup>th</sup> percentile (3<sup>rd</sup> Quartile) or better for size 50-249, NAICS 237110, Water and sewer line and related structures construction). Bidder's DART must be less than or equal to benchmark.**

Total Recordable Incident Rate (TRIR) **Benchmark 5.6**

(U.S. Bureau of Labor Statistics, Table 1. Incidence rates of nonfatal occupational injuries and illnesses by industry and case types, **2021, 25<sup>th</sup> percentile (3<sup>rd</sup> Quartile) or better for size 50-249, NAICS 237110, Water and sewer line and related structures construction). Bidder's TRIR must be less than or equal to benchmark.**

Fatalities: **0** Work related fatalities resulting in OSHA citations within the last three years, OR if 1 or more work related fatalities resulting in an OSHA citation exist within the last three years, the contractor must have mitigated risk of recurrence by implementing adequate industry standard safety procedures and training as determined by OSHA by providing such OSHA determination to the District.

Bidder shall submit a health, safety and environmental plan for Construction and General Industry. The health, safety and environmental plan must address the following minimum requirements:

- Lockout/Tagout
- Excavation Trenching and Shoring
- Permit Required Confined Space
- Injury Reporting/Investigation
- Operator Qualifications
- Hot Work
- Personal Protective Equipment
- Electrical Safety
- Near Miss, Behavioral Based Safety
- Qualified, Certified and Competent Employees

OSHA Inspection Detail review must show no Serious or Willful violations in the previous 36 months and no unresolved Failure to Abate Prior Violation in the previous 36 months and no active Failure to Abate Prior Violation.

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Bidder shall submit with their Bid OSHA Form 300A completed for the previous year, an Experience Modification Rating letter from its insurance carrier for the current period and a copy of its written health, safety and environmental program with training records for the previous 36 months.

**9. PREVIOUS PERFORMANCE ON DISTRICT PROJECTS**

The District has implemented a Contractor Evaluation Report in an effort to document contractor performance on District projects. Bidders who have received Unsatisfactory ratings on previous District projects must submit with their Bid a mitigation plan detailing previous unsatisfactory ratings and measures implemented to address the unsatisfactory performance. Bidders with unsatisfactory ratings not submitting a mitigation plan with their bid shall be deemed Non-Responsive/Non-Responsible.

**10. EXPERIENCE/QUALIFICATIONS**

The District shall evaluate the Bidder's experience relative to the work to be performed based on the following requirements:

Bidders are required to be a State of Florida Certified Electrical Contractor. Employees performing work shall be licensed in the State of Florida. Bidders shall submit proof of licensing for the Bidder and Employees with the bid.

Bidder's must have a minimum of five years' experience in Palm Beach County and/or Martin County. Master and Journeyman Electricians must have a minimum of three years' experience as a licensed Master or Journeyman in Palm Beach County and/or Martin County.

**11. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS**

The District has developed a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

Satisfactory	Meets requirements	Unsatisfactory
	Does not meet requirements	

The report shall also list discrepancies found during the review period. The Contractor shall be provided with a copy of the report and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of the contract extension.

**12. DELETION OR MODIFICATION OF SERVICES**

The District reserves the right to delete or make modifications to any portion of the Contract at any time without cause, and if such right is exercised by the District, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

**13. E-VERIFY**

Bidder must comply with the Executive Order No. 12989 as amended, and Execute Order No. 11-116. Bidder agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://everify.uscis.gov/emp>, to verify the employment eligibility of (1) all persons employed by Bidder during the contract term to perform any duties within Florida; and (2) all persons, including subcontractors, assigned by Bidder to perform work pursuant to this Agreement. Bidders meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

## **SCOPE OF SERVICE**

**General Information:** It is the District's intent and the purpose of these specifications to secure a qualified utility underground contractor to provide construction services on an as needed basis for general maintenance repair of District facilities in compliance with the Loxahatchee River Environmental Control District Manual of Minimum Construction Standards and Technical Specifications and this contract. Additionally, this contract includes as-needed on-call or emergency services that will utilize the labor and equipment rates included in this contract with a 1.5 multiplier for labor and equipment only. Materials shall be paid on cost plus 15% mark-up basis for all work items. Work to be performed by the successful bidder(s) under this Contract shall consist of furnishing all labor, tools, materials, supplies, machinery, essential communications, equipment, transportation, services and incidentals required for construction services for general maintenance repair and/or emergency / on-call repair services, including repair and installation of gravity sewer mains, manholes, lift stations, service laterals, low-pressure mains, force mains, irrigation quality (I.Q.) water mains, and appurtenances within the Loxahatchee River District service area, as well as any collateral damages, including but not limited to, pavement restoration, sod restoration and related restoration services in a competent, timely and professional manner. All construction services shall be completed in compliance with the solicitation documents, Loxahatchee River District Manual of Minimum Construction Standards and Technical Specifications (refer to Exhibits A and B included herein), all applicable local, state and Federal laws and regulations including the Occupational Safety and Health Act Administration (OSHA), including all costs of permits and cost of regulatory compliance.

### **Technical Specifications**

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- 1.0 GENERAL REQUIREMENTS**
- 2.0 TRAFFIC REGULATION**
- 3.0 EROSION AND TURBIDITY CONTROL**
- 4.0 DEWATERING**
- 5.0 STANDARDS AND SPECIFICATIONS**
- 6.0 MEASUREMENT AND PAYMENT**

#### **1.0 GENERAL REQUIREMENTS**

##### **1.01 SUMMARY OF WORK**

- A. Provide general construction services on an as needed basis for general repairs and maintenance to District wastewater and I.Q. (reclaimed water) infrastructure. Work may include but not be limited repairs to gravity mains, pressure mains, service laterals, manholes, valves, structures and appurtenances and restoration of the work site in compliance with District standards. In addition work will also include minor paving projects not associated with a repair performed under this contract.

##### **1.02 WORK COVERED BY CONTRACT DOCUMENTS**

- A. The work shall consist of furnishing and installing all tools, equipment, materials, supplies, manufactured articles, transportation and services, including fuel, power, water and essential communications, for the performance of all labor, work, or other operations required for the fulfillment of the Contract. The work shall be complete, and all work, materials, and services not expressly shown or called for in the Contract which may be necessary for the complete and proper construction of the work, and shall be performed, furnished and installed by the Contractor.

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- B. Except as specifically noted, the Contractor shall provide and pay for:
  - 1. Pedestrian and vehicular maintenance of traffic plans necessary to obtain or comply with permits from the Town of Jupiter, Village of Tequesta, Town of Juno Beach, Jupiter Inlet Colony, Palm Beach County, Martin County and/or FDOT.
  - 2. Copies of current valid license(s) issued in accordance with the Florida Statutes and/or appropriate local agencies as required by the Contract documents.
  - 3. Labor, materials, tools, construction equipment and machinery.
  - 4. Water and utilities required for construction.
  - 5. Other facilities and services necessary for proper execution and completion of the work.
- C. Contractor shall comply with all codes, ordinances, rules, regulations, orders and other legal requirements of the Loxahatchee River District, Palm Beach County Health Department, Florida Department of Environmental Protection, South Florida Water Management District, Army Corps of Engineers, Palm Beach County, Martin County, Village of Tequesta, Town of Juno Beach, Town of Jupiter and/or FDOT.
- D. Until acceptance of the work by the District, all work shall be under the charge and custody of the Contractor who shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, arising either from the execution or from the non-execution of the work. The Contractor shall protect, rebuild, repair, restore and make good, without additional compensation, all injury or damage to any portion of the work occasioned by any cause before its completion and acceptance.

1.03 PROTECTION AND RESTORATION OF SURVEY MONUMENTS

- A. The Contractor shall be responsible for protecting and restoring all land and property corners, such as section corners, 1/4 section corners, property corners or block control points, and for maintaining all horizontal and vertical control points. All surveying work shall be the responsibility of the Contractor and shall be performed under the supervision of a Florida Registered Land Surveyor. Survey points that will be destroyed during construction shall be properly referenced and replaced at the Contractor's expense with permanent monuments approved by the Engineer.

1.04 PRESERVATION OF PROPERTY

- A. The CONTRACTOR shall preserve from damage all property along the line of the work, or which is in the vicinity of or is in any way affected by the work, the removal or destruction of which is not called for by the plans. Wherever such property is damaged due to the activities of the Contractor it shall be immediately restored to its original condition by the Contractor at no cost to the Owner.
- B. In case of failure on the part of the Contractor to restore such property, or make good such damage for injury, the Owner may, after 48 hours notice to the Contractor, proceed to repair, rebuild or otherwise restore such property as may be deemed necessary and the cost thereof will be deducted from any monies due or which may become due the Contractor under this contract.

1.05 PRESERVING WATER QUALITY

- A. The Contractor shall exercise extreme care to minimize degradation of water quality. All necessary provisions shall be taken to insure compliance with the water quality standards of the State of Florida. Attention is called to Chapter 17-3, Florida Administrative Code, and in particular, the requirements that turbidity shall not exceed background levels, if required. Adequate silt containment procedures and equipment shall be used to control turbidity at all

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times at no additional expense to the Owner.

- B. During all pigging/flushing activities when discharge waters will flow into canals, lakes or ponds appropriate silt barriers and turbidity curtains shall be in place. Additionally, no water with a chlorine residual may be discharged into canals, lakes or ponds.

1.06 REGULATORY PERMITS AND PERMIT CONDITIONS

- A. Permits for projects that may be constructed under this contract may be required from the following entities having jurisdiction within the project boundaries. If required, the District shall obtain the permits and pay any fees due. The Contractor shall be responsible for reviewing the permits and compliance with the requirements of the permits obtained by the appropriate agency including but not limited to Palm Beach County Health Department, Florida Department of Environmental Protection, South Florida Water Management District, Army Corps of Engineers, Palm Beach County, Martin County, Village of Tequesta, Town of Juno Beach, Town of Jupiter and/or FDOT.
- B. Contractor shall be responsible for permitting and compliance detailed in the following:
  - 1. Section 3.0 Erosion and Sediment Control
  - 2. Section 5.0 Dewatering

1.07 STORAGE OF MATERIALS

- A. The Contractor shall provide suitable facilities for storage and protection of materials. All equipment and materials intended for use in the work shall be suitably stored by the Contractor to prevent damage.
- B. Materials found unfit for use shall not be incorporated in the work and shall immediately be removed from the construction or storage site. Delivered materials shall be stored in a manner acceptable to the Engineer before any payment for same will be made.
- C. Staging of materials along the right of way or easements shall be limited to materials scheduled to be installed within a one week period for time of staging.

1.08 STAGING AREA

- A. All construction trailers, material and equipment storage and construction staging areas required by the Contractor shall occur only within public road right-of-ways or easements unless the Contractor has made alternate arrangements for staging areas outside right-of-ways or easements. Alternate arrangements for staging areas shall be at no additional cost to the Owner. The Contractor shall take note that any improvements to a proposed staging area site will be at the Contractors expense. The staging area site will need to be restored to a like or better condition after the project is completed at the Contractors expense.

1.09 SALVAGED MATERIAL

- A. Unless otherwise stated or noted on the drawings, all materials salvaged under this contract shall become the property of the Owner. Salvaged materials may not be reused in the Work except upon written approval of the Engineer. All salvaged materials not reused or desired by the Owner shall be removed from the site of the Work or otherwise disposed of by the Contractor in a manner satisfactory to the Engineer.

1.10 SUBSTITUTIONS:

- A. Substitutions will not be permitted on any items specified herein or identified on the drawings

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where two or more manufacturers have been named unless they are followed by the words "or equal". Substitutions will also not be considered on any specified items whenever they are followed by the words "no substitutions".

B. Submit five copies of request for substitution. Include in request:

1. Complete Data substantiating compliance of proposed substitution with Contract Documents.
2. For Products:
  - a. Product identification, including manufacturer's name and address.
  - b. Manufacturer's literature:
    - i. Product description.
    - ii. Performance and test data.
    - iii. Reference standards.
  - c. Samples.
  - d. Name and address of similar projects on which product was used, and date of installation.
3. For construction methods:
  - a. Detailed description of proposed method.
  - b. Drawings illustrating methods.
4. Itemized comparison of proposed substitution with product or method specified.
5. Data relating to changes in construction schedule.
6. Relation to separate contracts.
7. Accurate cost data on proposed substitution in comparison with product or method specified. This shall include initial capital and O&M cost comparison.
8. Parts commonality. The Engineer will consider parts commonality and demonstrable performance of the specified unit and the proposed substitution as part of the evaluation.

1.11 WATER

- A. The Contractor shall provide and maintain, at his own expense, an adequate supply of water for his use for construction and domestic consumption, and to install and maintain necessary connections and piping for same, but only at such locations and in such manner as may be approved by the Engineer. All water connection points to the Owner's system shall be equipped with a reduced pressure principle type backflow preventer and meter. The meter and back flow preventer shall be obtained from the Owner and all associated fees paid by the Contractor. Prior to final acceptance, temporary connections and piping installed by the Contractor shall be removed in a manner satisfactory to the Engineer.

1.12 ELECTRICITY

- A. All electrical current required by the Contractor shall be furnished at his own expense. All temporary connections for electricity shall be subject to the approval of the Engineer. All temporary lines shall be furnished, installed, connected and maintained by the Contractor in accordance with all applicable codes and shall be completely removed by the contractor prior to substantial completion. All power consumed prior to substantial completion shall be paid by the Contractor.

1.13 SANITARY FACILITIES

- A. The Contractor shall provide temporary restroom facilities for field crews. Holding tanks will not be allowed unless specifically approved by the Engineer.

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1.14 WORKING HOURS

A. All work on this contract shall be conducted during normal working hours (7 A.M. to 4 P.M.) on weekdays. No work will be permitted on weekends and Owner observed holidays, without prior approval from the Owner and Engineer. Requests for approval to work outside normal working hours and weekends must be submitted in writing seven (7) days prior to scheduled construction.

1.15 ASSEMBLIES OR UNITS

A. Where the Contractor is required to furnish and install an assembly or unit, the Contractor shall furnish all component parts as required by the manufacturer of the unit.

1.16 ACCESS TO THE WORK SITE

A. The Contractor may use only the access designated by the Owner for access to the work locations such as easements or public right of ways. The Contractor shall be responsible for maintaining, protecting and restoring the routes to the satisfaction of the Owner and Engineer.

1.17 SECURITY

A. The Contractor shall be fully responsible for the safety and security of the work and site.

1.18 FAMILIARITY WITH LAWS

A. The Contractor is assumed to be in compliance with and familiar with all federal, state and local laws, ordinances, rules, codes and regulations that may in any manner affect the work. Failure to familiarize themselves with applicable laws, etc., shall in no way relieve the Contractor from responsibility.

1.19 SCHEDULE

A. The Contractor shall be required to prepare a project schedule and submit two (2) copies to the Engineer, prior to the start of construction for each specific project.

1.20 PRECONSTRUCTION MEETINGS

A. The Contractor shall be required to attend a preconstruction meeting for each specific project.

1.21 STANDARDS

A. All work performed on this project shall be in accordance with the Loxahatchee River Environmental Control District Manual of Minimum Construction Standards and Technical Specifications and other applicable standards. All conditions, as set forth in all the permits shall be satisfied and adhered to by the Contractor.

1.22 SPECIAL CONSIDERATIONS:

A. Noise: The Contractor is advised that construction will be in close proximity to residential areas. All equipment shall be provided with minimum critical grade silencers and sound attenuating enclosures if required to meet noise pollution regulations.

B. District/County/Town/State Standards: All work on this project shall be in accordance with District/County/Town/State Standards. Where the Standards conflict, District Standards shall control.

C. Project Inspection: The Engineer will be inspecting the work on a non-full time basis. The Contractor shall provide appropriate notice of need for inspections and allow time for

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scheduling. No work shall be covered up, nor test results accepted unless witnessed by the Engineer or his representative. Inspections by the Engineer shall not be performed in lieu of other inspections required by County, Town, State or Federal requirements.

1.23 VIDEO TAPING

A. The Contractor shall, in the presence of, and to the satisfaction of, the Engineer, video all areas of construction, staging, etc. The video shall be provided to the Engineer in DVD format, prior to any site mobilization. Two (2) copies of this video are required to be submitted one week prior to mobilization for each specific project.

1.24 DISPOSAL OF UNSUITABLE EXCAVATED MATERIALS AND DEBRIS

A. All unsuitable excavated material and debris not required for backfill (unless otherwise noted), broken pipe, sidewalks, curbs and other concrete items, together with all roots, boards and other debris are to be disposed of by the Contractor at an appropriate legal site.

1.25 DISPOSAL OF EXCESS MATERIAL SUITABLE FOR REUSE

A. All excess material suitable for reuse shall be retained by the District and delivered by the Contractor to the District's WWTF at 2500 Jupiter Park Drive, Jupiter, FL 33458.

1.26 EQUIPMENT

A. All construction equipment necessary and required for the proper construction of this project shall be on the construction site, in first-class working condition, and shall have been approved by the Engineer before construction is permitted to start. The Contractor shall provide such tamping tools and equipment as necessary for the proper compaction of the backfill.

1.27 HOUSEKEEPING

A. The Contractor shall perform clean-up of the construction areas on a daily basis to the satisfaction of the Engineer.

1.28 EXISTING IRRIGATION

A. Existing irrigation will not been shown on the plans. The Contractor is specifically advised that many of the anticipated project areas are irrigated. Repair and or replacement of irrigation systems will be at no additional cost to the Owner.

1.29 SUBSURFACE EXPLORATIONS AND REPORTS

A. When deemed necessary by the Engineer geotechnical reports for the project areas will be provided for the Contractor's use.

1.30 COORDINATION WITH OWNER FOR CONNECTION TO EXISTING FACILITIES

A. Contractor shall notify Owner in writing a minimum of 72 hours in advance (excluding weekends and Owner observed holidays) of scheduled tie-ins. This notification is to allow Owner adequate time to accommodate the Contractor's request. Failure of the Contractor to provide adequate notification will result in the rescheduling of the tie-in.

1.31 RESTORATION

A. The Contractor shall remove all temporary structures and equipment used in his operation when no longer needed for the project and proceed immediately with restoration.

1.32 PUBLIC SAFETY AND CONVENIENCE

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- A. The Contractor shall at all times so conduct his work as to ensure the least possible obstruction to traffic, or inconvenience to the general public and residences in the vicinity of the work. No road or street shall be closed to the public, except with the permission of the Engineer and other jurisdictional governmental authority, if any. Fire hydrants on or adjacent to the work shall be kept accessible. Provisions shall be made by the Contractor to ensure public access to sidewalks, public telephones, and the proper functioning of all gutters, sewer inlets, drainage ditches, and irrigation ditches. No open excavation shall be left overnight except during road closing. All open excavation within the roadway shall be backfilled and a temporary asphalt patch applied prior to darkness each day. A cold asphalt patch is acceptable.

### 1.33 SAFETY AND OSHA COMPLIANCE

- A. The Contractor shall comply in all respects with all Federal, State and Local safety and health regulations. Copies of the Federal regulations may be obtained from the U.S. Department of Labor, Occupation Safety and Health Administration (OSHA), Washington, DC 20210 or their regional offices.
- B. The Contractor shall conform to the State of Florida Trench Safety Act, 1990 House Bill 3181, requirements.
- C. The Contractor shall comply in all respects with the applicable Workman's Compensation Law.
- D. The Contractor shall be responsible for his own safety program.

## 2.0 TRAFFIC REGULATION

### 2.01 DESCRIPTION

- A. The work to be performed under this section shall include furnishing all maintenance of traffic plans, all materials and labor necessary to receive approval and to regulate vehicular/pedestrian traffic in accordance with the requirements set forth herein and those required by FDOT, Palm Beach County, Martin County, Village of Tequesta, Jupiter Inlet Colony, Town of Juno Beach and/or the Town of Jupiter.

### 2.02 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS

- A. The work performed under this contract shall be in strict accordance with the following codes and standards:
  - 1. Local, county and municipal codes.
  - 2. Florida Department of Transportation specifications.
  - 3. State and U.S. Government requirements.

### 2.03 TRAFFIC AND VEHICULAR ACCESS

- A. Emergency Vehicles: The Contractor shall notify, in writing, the Engineer, the police, fire and other emergency departments and agencies when and where work is to be accomplished which will affect their operations. The notification shall be supplied at least two days, but not more than ten days, prior to the start of such work.
- B. Major Roads and Streets: No major roads or streets shall be blocked to traffic, without adequate detour facilities, for a period of more than 30 minutes, or as directed by the governing authority. All named roads impacted by this project are considered to be major roads unless otherwise agreed to by the Engineer.
- C. Commercial Properties: Access to commercial property shall not be blocked for a period of more than 30 minutes during the time such properties are open for business.
- D. Residential Property: Access to residential property shall not be blocked for a period of more than 8 hours with prior notification.

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- E. Arterial Streets/Parking Areas: The Contractor shall make every attempt to maintain streets and parking areas within the project area accessible to the residents. Notification shall be given to the Engineer and affected residences a minimum of three (3) days prior to the start of work.

2.04 CONSTRUCTION IN OTHER THAN STATE HIGHWAY RIGHT-OF-WAY

- A. Construction within other than state highway right-of-way shall be made in full compliance with all requirements of the Florida Department of Transportation and to the satisfaction of the local governing bodies. All necessary barricades, detours, lights and other protective measures shall be provided for the protection of both pedestrian and vehicular traffic.

2.05 SUBMITTALS AND COORDINATION

- A. The Contractor shall provide plans/sketches and background information required to obtain approval for all maintenance of traffic regulation. The Contractor shall coordinate all traffic regulation with the appropriate governmental/regulatory agencies.

**3.0 EROSION & SEDIMENT CONTROL**

3.01 DESCRIPTION

- A. This section includes all Contractor provided labor, systems, materials, etc. to provide permitting and complete site erosion control in conformance with these specifications as well as all applicable local, State and Federal regulations in sufficient detail to control the spread of wind and water borne materials that would be detrimental to adjoining public or private property, the site, and improvements on the project. These measures shall include the Contractor's construction and maintenance of temporary erosion control features as shown in the plans or as may be directed by the Engineer.
- B. The "Operator" as referred to herein or in any regulatory documents or permits shall mean the Contractor.

3.02 REFERENCE STANDARDS

- A. FDOT Standard Specifications, Latest Edition.
- B. Rule 62-621.300 (4), F.A.C. and the "Generic Permit for Stormwater Discharge from Large and Small Construction Activities", FDEP Document 62-621.300(4) (a).

3.03 SUBMITTALS

- A. If required, prior to the pre-construction meeting, the Contractor shall obtain, prepare and submit the FDEP Form 62-621.300 (4) (b), "Notice of Intent (NOI) to use a Generic Permit for Stormwater Discharge from Large and Small Construction Activities". The type of project or activity that qualifies for use of the Generic Permit, the conditions of the permit, and additional requirements to request coverage are specified in the Generic Permit document (FDEP Documents 62-621.300 (4) (a). The appropriate Generic Permit fee, as specified in Rule 62-4.050 (4) (d), F.A.C., shall be submitted with the NOI in order to obtain permit coverage. Submit a copy of the NOI and confirmation of receipt of the NOI and fee from the NPDES Stormwater Notices Center prior to the pre-construction meeting.
- B. If required, the Contractor shall develop and submit to the Engineer a detailed "Erosion and Sediment Control Plan" and "Stormwater Pollution Prevention Plan" (SWPPP) for review. Included shall be plan(s) of the site locating all siltation skirts, hay bales, turbidity curtains, and other features required to control erosion, sediment, water and air pollution, on and off the site. The plan shall be sequenced to show changes during the life of the project; shall be coordinated with on-site stockpiling of fill and top soil; and shall be directly coordinated with the construction sequence for stormwater improvements. The SWPPP shall comply with Generic

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Permit for Stormwater Discharge from Large and Small Construction Activities, FDEP Document 62-621.300(4)(a).

- C. The plan(s) shall include catalog cuts of all materials provided in support of the plan. The “Erosion and Sediment Control Plan” and SWPPP shall be submitted at or before the preconstruction conferences.
- D. At the conclusion of construction and prior to final acceptance by the Engineer, the Contractor shall complete and submit the FDEP Form 62-621.300(6), “Notice of Termination (NOT) of Generic Permit Coverage” in accordance with the instructions contained therein. Submit a copy of the NOT and confirmation of receipt of the NOT from the NPDES Stormwater Notices Center prior to final acceptance by the Engineer.

#### 3.04 PERMANENT EROSION CONTROL

- A. This section is not intended to address the permanent Contractor installed erosion control features such as grassing, sodding, grading, and the installation of drainage structures. It applies only to the temporary efforts required of the Contractor during the full construction process. The Contractor shall incorporate the permanent erosion control features into the project as soon as possible.

### PRODUCTS

#### 3.05 SILTATION FENCES

- A. The siltation fences shall be geotechnical woven or non-woven fabric conforming to the applicable application requirements of Section 985 of the Florida Department of Transportation “Standard Specifications for Road and Bridge Construction”. The type and size of posts and wire mesh reinforcement will be at the option of the Contractor and applicable to the installation conditions.

#### 3.06 EROSION CONTROL MATTING

- A. Erosion control matting shall be woven, biodegradable geotechnical fabric. It shall be used to temporarily stabilize channels or steep slopes until vegetation is established. This type selected shall be comparable to the grass cover applied for the particular installation. The material shall be stapled in place at 18 inches on center with a minimum matting lap of 4 inches.

#### 3.07 HAY OR STRAW BALES

- A. Hay and straw bales shall be individual bales each entrenched 4” into the soil. The bales shall be clean, fresh hay or straw. Bales shall be replaced when they become clogged with silt, deteriorate, or after a period of 3 weeks, whichever occurs first. The particular application may require that bales be staked into the ground with rebar.

#### 3.08 TURBIDITY CURTAINS

- A. Turbidity curtains shall be floating of sufficient depth to reach within 1.0 feet of the bottom of the receiving water. They shall be similar to the types manufactured by the American Boom and Barrier Corp. They shall be yellow or international orange in color. The material shall be 45 mils thick (18 to 22 oz/sq. yd) and fully sewn or vulcanized seamed to provide flexible and buoyant units. The top floatation shall maintain a 3” freeboard above the water surface.

### EXECUTION

#### 3.09 GENERAL

- A. The Contractor shall install and maintain, for the full period of the construction, all necessary

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temporary erosion control features. These features shall be coordinated with all applicable construction features to assure the continuous and effective control of erosion and degradation of surface water quality on and adjoining the site. In the event of unforeseen conditions, the Owner's Representative may require the use of control features or methods other than those indicated or proposed by the Contractor.

- B. The Contractor shall perform all clearing and grubbing operations such that the area of unprotected erodible earth exposed at any one time is not larger than the minimum area necessary for efficient construction operations, and the duration of exposed, uncompleted construction shall be kept as short as practicable.

### 3.10 EARTHWORK PROCESS

- A. The Owner's Representative may limit the area of unprotected erodible earth exposed by clearing, grubbing, excavation, backfilling, or stockpiling operations and may direct the Contractor to provide immediate temporary erosion or pollution control measures to prevent erosion, degradation or receiving water, or wind blown transfer of materials. As a result, the Contractor's efforts shall be in keeping with his capability to grade, grass, and install the permanent erosion control measures.
- B. If unforeseen erosion problems arise as a result of the design, weather conditions, or the Contractor's operations, the Contractor shall be required to implement acceptable temporary erosion control features during construction when the Owner's Representative so directs.

### 3.11 TEMPORARY EROSION CONTROL

- A. General: Temporary erosion and water pollution control features shall consist of, but not be limited to, temporary grassing, temporary sodding, temporary mulching, sandbagging, slope drains, sediment basins, sediment checks, berms, baled hay or straw, floating turbidity curtain, and silt staked fence. The Contractor may find design details for some of these items in the Water Quality Section of the applicable edition of the Florida Department of Transportation "Department's Roadway and Traffic Design Standards." The Owner's Representative may direct use of temporary erosion control features or methods other than those indicated herein. Any such advice given the Contractor by the Owner's Representative shall not relieve the Contractor from fully preventing erosion.
- B. Temporary Grassing: The Contractor may provide temporary sod or seeding and mulching to provide temporary erosion control in areas where applicable or where site conditions warrant. The Contractor shall obtain the approval of the Owner's Representative for the use of all forms of temporary grassing. Where temporary grassing is provided, the final condition of the grass may warrant its removal and degrassing at no additional cost the Owner.
- C. Temporary Mulch: This work shall consist of furnishing and applying a 2" to 4" thick blanket of straw or hay mulch into the top 2" of the soil in order to temporarily control erosion. Only undecayed straw or hay, which can readily be cut into the soil, shall be used. Other measures for temporary erosion control such as hydro mulching, chemical adhesive soil stabilizers, etc. may be substituted for mulching with straw or hay if approved by the Owner's Representative. When permanent grassing operations begin, temporary mulch materials shall be plowed under in conjunction with preparation of the ground.
- D. Sandbagging: This work shall consist of furnishing and placing sandbags in configurations so as to control erosion and siltation.
- E. Slope Drains: This work shall consist of constructing slope drains, utilizing pipe, fiber mats, rubble, cement concrete, asphaltic concrete plastic sheeting, or other acceptable materials, or as may be approved as suitable to adequately perform the intended function.

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- F. Temporary Sediment Basins: Temporary sediment basins, if necessary, shall be constructed to adequately perform the intended function. Sediment basins shall be cleaned out as necessary to maintain flow function or as directed.

#### **4.0 DEWATERING**

##### **4.01 DESCRIPTION**

- A. The Work to be performed under this section shall include furnishing all equipment and labor necessary to remove storm or subsurface waters from excavation areas in accordance with the requirements set forth and as shown on the drawings.

##### **4.02 APPLICABLE CODES, STANDARDS AND SPECIFICATIONS**

- A. The dewatering of any excavation area and the disposal of the water shall be in strict accordance with the latest revision of all local and state government rules and regulations and Section 3.0 Erosion and Sediment Control.

#### **PRODUCTS**

##### **4.03 SUBMITTALS**

- A. If required, the Contractor shall obtain a Dewatering Permit in compliance with Section 2.5 of the SFWMD Basis of Review for Water Use. A copy of the application and permit shall be provided to the Engineer.

#### **EXECUTION**

##### **4.04 DEWATERING**

- A. The Contractor shall provide adequate equipment for the removal of storm or subsurface waters which may accumulate in the excavation. If subsurface water is encountered, the Contractor shall utilize suitable equipment to adequately dewater the excavation so that it will be dry for work and pipe laying. A wellpoint system or other Engineer approved dewatering method shall be utilized if necessary to maintain the excavation in a dry condition for preparation of the trench bottom and for pipe laying. Dewatering by trench pumping will not be permitted if migration of fine grained natural material from bottom, side walls or bedding material will occur. No facilities shall be constructed under wet conditions. Dewatering shall cease in a manner to allow the subsurface water to slowly return to normal levels. Any voids left after the removal of the dewatering system shall be fully grouted.
- B. The Contractor is specifically advised that groundwater elevations within the project areas are known to be variable to a significant degree. The Contractor needs to consider this in preparing their bid and anticipate the need for dewatering accordingly.

##### **4.05 DISPOSAL**

- A. Water pumped from the trench or other excavation shall be disposed of in storm sewers having adequate capacity, canals or other suitable disposal points. The Contractor is responsible for obtaining and complying with all permits to de-water the construction area and discharge the de-watered waters offsite if necessary. The Contractor shall protect waterways, storm sewers or other disposal facilities from turbidity, silt, debris or other material that may impair the quality or function of the facility during the dewatering operation. The Contractor's plan shall include temporary culverts, barricades and other protective measures to prevent damage to property or injury to any person or persons. No flooding of streets, roadways, driveways or private property will be permitted. Engines driving dewatering pumps shall be equipped with critical grade mufflers.

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## **5.0 STANDARDS AND SPECIFICATIONS**

### **5.01 GENERAL**

- A. The Loxahatchee River Environmental Control District Manual of Minimum Construction Standards and Technical Specifications
  - 1. All work shall comply with the Loxahatchee River Environmental Control District Manual of Minimum Construction Standards and Technical Specifications. Electronic versions are available on the District's website.
- B. Martin County
  - 1. All work within Martin County right-of-way shall comply with the Martin County Standard Details for Road and Site Construction and Public Facilities. Electronic versions are available on the County's website.
- C. Palm Beach County
  - 1. All work within Palm Beach County right-of-way shall comply with Palm Beach County Design Standards. Electronic versions are available on the County's website.
- D. Village of Tequesta
  - 1. All work within the Village of Tequesta shall comply with Village standards and requirements.
- E. Town of Jupiter
  - 1. All work within the Town of Jupiter shall comply with the Town of Jupiter Engineering Standard Details. Electronic versions are available on the Town's website.
- F. Florida Department of Transportation
  - 1. All work within Florida Department of Transportation right-of-way shall comply with Florida Department of Transportation standards and specifications. Electronic versions are available on the FDOT's website.
- G. Florida Department of Environmental Protection
  - 1. All work shall comply with Florida Department of Environmental Protection, Florida Administrative Code, Chapter 62.
- H. South Florida Water Management District
  - 1. All work shall comply with South Florida Water Management District Basis of Review for Water Use.
- I. Town of Juno Beach
  - 1. All work within the Town of Juno Beach shall comply with Town standards and requirements.

## **6.0 MEASUREMENT AND PAYMENT**

### **6.01 GENERAL**

- A. Measurement and payment will be based upon Work completed and accepted in accordance with the Contract Documents. No separate payment will be made for excavation, trenching, backfilling, leakage tests, surveying, density tests or other incidental items of Work not shown in the Agreement.
- B. EQUIPMENT AND MATERIALS IN STORAGE: Partial payment for materials and equipment in proper storage at the site of the Work will be made for those items for which the Contractor has submitted the following:
  - 1. Invoice for each item in storage. The invoice shall not exceed the value of the item stored as determined by the amount paid to the manufacturer (subcontractor fabrication costs excluded).

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2. List of items in storage.
3. With the following pay estimate, a release of lien for 90% of each item listed as stored materials for the previous pay estimate shall be provided. Any item for which a 90% release of lien is not supplied shall be considered as having been removed from the site.
4. No payment for any offsite storage of material will be made. Any payment for stored material shall not include labor or profit by the Contractor or any sub-contractor. The Contractor is specifically advised that this procedure may require full payment for some stored materials or shop work significantly ahead of the time when payment is issued by the Owner.

## 6.02 MEASUREMENT

- A. Payment for all work completed under this Contract shall be in accordance with the provisions of the Contract. Payment shall be on a time and material basis for general maintenance repair and on-call/emergency services. On-call/emergency services shall utilize a 1.5 multiplier for labor and equipment only. Materials shall be paid on cost plus 15% mark-up basis for all work items.
- B. Payment will be made at the lump sum or unit price for each item shown in the Unit Bid Price Schedule, installed and accepted, which price and payment shall constitute full compensation for furnishing all materials and performing all Work in connection therewith and incidental thereto. The following schedule shall be adhered to:
  1. Last Day of the Month – Cut-off date, confirm quantities with inspector.
  2. 5th of the Month - Pay estimate to the Engineer
  3. 10th of the Month - Pay estimate to the District
  4. 20th of the Month - Payment by the District

When the cut-off date occurs on a holiday or weekend, the date shall be the last workday preceding the end of the month.

- C. The Contractor will supply a pay estimate form as a shop drawing submittal for review and approval by the District. The Contractor shall make copies to be used for submittal of the pay estimates. Failure of the Contractor to sign the pay estimate or attach appropriate documentation shall be grounds for returning the pay estimate with no action by the District or Engineer.

## 6.03 PAYMENT ITEMS

### GENERAL CONDITIONS

#### **A. Mobilization/Demobilization (work total ≤ \$25,000.00) – First Day – Bid Item No. 1**

1. Payment shall be at the lump sum price bid for the first day per individual project totaling ≤ \$25,000.00. Lump sum price shall include but not be limited to all mobilization/demobilization costs associated with mobilizing and demobilizing crews, equipment and materials to the job site, general conditions, permit compliance, superintendent/administrative duties, locates and any costs associated with the project not specifically addressed elsewhere.
2. For on-call/emergency work, the Contractor shall commit to the expedited mobilization within either 4 hours of the District's request and mobilize and actively initiate the repair

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work within 24 hours of the District's request.

3. On-call/emergency work shall utilize a 1.5 multiplier for mobilization/demobilization.

**B. Mobilization/Demobilization (work total ≤ \$25,000.00) – Each Additional Day – Bid Item No. 2**

1. Payment shall be at the unit price bid for each additional day past the first day per individual project totaling ≤ \$25,000.00. Lump sum price shall include but not be limited to all mobilization/demobilization costs associated with mobilizing and demobilizing crews, equipment and materials to the job site, general conditions, permit compliance, superintendent/administrative duties, locates and any costs associated with the project not specifically addressed elsewhere.
2. For on-call/emergency work, the Contractor shall commit to the expedited mobilization within either 4 hours of the District's request and mobilize and actively initiate the repair work within 24 hours of the District's request.
3. On-call/emergency work shall utilize a 1.5 multiplier for mobilization/demobilization.

**C. Mobilization/Demobilization (work total \$25,000.01 to \$100,000.00) – First Day – Bid Item No. 3**

1. Payment shall be at the lump sum price bid for the first day per individual project totaling \$25,000.01 to \$100,000.00. Lump sum price shall include but not be limited to all mobilization/demobilization costs associated with mobilizing and demobilizing crews, equipment and materials to the job site, general conditions, permit compliance, superintendent/administrative duties, locates and any costs associated with the project not specifically addressed elsewhere.
2. For on-call/emergency work, the Contractor shall commit to the expedited mobilization within either 4 hours of the District's request and mobilize and actively initiate the repair work within 24 hours of the District's request.
3. On-call/emergency work shall utilize a 1.5 multiplier for mobilization/demobilization.

**D. Mobilization/Demobilization (work total \$25,000.01 to \$100,000.00) – Each Additional Day – Bid Item No. 4**

1. Payment shall be at the unit price bid for each additional day past the first day per individual project totaling \$25,000.01 to \$100,000.00. Lump sum price shall include but not be limited to all mobilization/demobilization costs associated with mobilizing and demobilizing crews, equipment and materials to the job site, general conditions, permit compliance, superintendent/administrative duties, locates and any costs associated with the project not specifically addressed elsewhere.
2. For on-call/emergency work, the Contractor shall commit to the expedited mobilization within either 4 hours of the District's request and mobilize and actively initiate the repair work within 24 hours of the District's request.
3. On-call/emergency work shall utilize a 1.5 multiplier for mobilization/demobilization.

**E. Mobilization/Demobilization (work total > \$100,000.00) – First Day – Bid Item No. 5**

1. Payment shall be at the lump sum price bid for the first day per individual project totaling

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- > \$100,000.00. Lump sum price shall include but not be limited to all mobilization/demobilization costs associated with mobilizing and demobilizing crews, equipment and materials to the job site, general conditions, permit compliance, superintendent/administrative duties, locates and any costs associated with the project not specifically addressed elsewhere.
2. For on-call/emergency work, the Contractor shall commit to the expedited mobilization within either 4 hours of the District's request and mobilize and actively initiate the repair work within 24 hours of the District's request.
  3. On-call/emergency work shall utilize a 1.5 multiplier for mobilization/demobilization.

**F. Mobilization/Demobilization (work total > \$100,000.00) – Each Additional Day – Bid Item No. 6**

1. Payment shall be at the unit price bid for each additional day past the first day per individual project totaling > \$100,000.00. Lump sum price shall include but not be limited to all mobilization/demobilization costs associated with mobilizing and demobilizing crews, equipment and materials to the job site, general conditions, permit compliance, superintendent/administrative duties, locates and any costs associated with the project not specifically addressed elsewhere.
2. For on-call/emergency work, the Contractor shall commit to the expedited mobilization within either 4 hours of the District's request and mobilize and actively initiate the repair work within 24 hours of the District's request.
3. On-call/emergency work shall utilize a 1.5 multiplier for mobilization/demobilization.

**G. Maintenance of Traffic – Signage Only per Day – Bid Item No. 7**

1. Payment will be made at the unit price bid for this item, which price shall be full compensation for providing all required signage as per the approved MOT plan.

**H. Maintenance of Traffic – Flaggers per Day – Bid Item No. 8**

1. Payment will be made at the unit price bid for this item, which price shall be full compensation for providing two (2) flaggers per day and any additional signage required for lane closures or work within intersections as per the approved MOT plan.

**I. Maintenance of Traffic – Sign Board per Day – Bid Item No. 9**

1. Payment will be made at the unit price bid for this item, which price shall be full compensation for providing one (1) sign board per day as per the approved MOT plan.

**J. Maintenance of Traffic Plans – Bid Item No. 10**

1. Payment for all labor, equipment and material for all work necessary and required for furnishing maintenance of traffic plans for all work within the limits of the project. Payment will be based upon the actual number of drawing sheets furnished, all in accordance with the any local and State regulatory standards and guidelines, including Department of Transportation. Payment is based on a unit price per each drawing sheet.

**EQUIPMENT**

ITB#24-001-00131

**K. Equipment – Bid Items No. 11 – 33**

1. Payment for equipment required to perform the work necessary shall be based upon actual hours of running time at the job site with the unit price per hour of operation. The unit price shall include full compensation for furnishing transportation, labor, materials, equipment, tools, supplies, fuel, power, water, essential communications and incidentals necessary to complete the work in accordance with the Contract Documents. Back-up documentation must be included with each payment application to support hours of equipment running time in order to receive payment.
2. For on-call/emergency work, the Contractor shall commit to the expedited mobilization within either 4 hours of the District's request and mobilize and actively initiate the repair work within 24 hours of the District's request.
3. On-call/emergency work shall utilize a 1.5 multiplier for labor and equipment only.

**LABOR**

**A. Labor – Bid Items No. 34 – 39**

1. Payment for equipment required to perform the work necessary shall be based upon actual hours of labor on the job site. The unit price shall include full compensation for furnishing transportation, labor, materials, equipment, tools, supplies, fuel, power, water, essential communications and incidentals necessary to complete the work in accordance with the Contract Documents.
2. For on-call/emergency work, the Contractor shall commit to the expedited mobilization within either 4 hours of the District's request and mobilize and actively initiate the repair work within 24 hours of the District's request.
3. On-call/emergency work shall utilize a 1.5 multiplier for labor and equipment only.

**Quantities:** The quantities specified are outlined in the bid response form with their respective units of measure. Quantities are to be paid on a unit price basis for installed / operational / complete systems that meet technical specification requirements. The District reserves the right to increase or decrease the total quantities, as necessary, to meet actual requirements. A purchase order will be issued. All terms, conditions and prices of the bid are applicable. Only awarded items may be purchased. Vendor is to take all necessary steps to insure this requirement. Invoices must reference the purchase order number.

**Warranties:** The awarded bidder hereby acknowledges and warrants to the District that (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents.

**Correction of the Work:** The awarded bidder shall promptly correct Work rejected by the District as failing to conform to the requirements of the Contract Documents. Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing. In addition to Contractor's other obligations including warranties under the Contract, Contractor shall, for a period of one (1) year after completion, correct Work not conforming to the requirements of the Contract Documents.

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT BID****ITB # 24-001-00131****WASTEWATER AND I.Q. WATER GENERAL CONSTRUCTION SERVICES AND  
EMERGENCY / ON-CALL REPAIR SERVICES****BID RESPONSE**

In accordance with the terms, conditions, and specifications, the undersigned bidder hereby submits the following prices for supplying the Loxahatchee River District with the goods and/or services called for in ITB # 24-001-00131. This project will be awarded to the lowest responsive, responsible bidder (s) within budget.

<b>BID ITEM NO.</b>	<b>DESCRIPTION</b>	<b>EST QTY</b>	<b>UNIT</b>	<b>UNIT COST</b>	<b>TOTAL</b>
<b>GENERAL CONDITIONS</b>					
1	Mobilization/Demobilization (work total $\leq$ \$25,000.00) – First Day	1	LS		
2	Mobilization/Demobilization (work total $\leq$ \$25,000.00) – Each Additional Day	1	EA		
3	Mobilization/Demobilization (work total \$25,000.01 to \$100,000.00) – First Day	1	LS		
4	Mobilization/Demobilization (work total \$25,000.01 to \$100,000.00) – Each Additional Day	1	EA		
5	Mobilization/Demobilization (work total $>$ \$100,000.00) – First Day	1	LS		
6	Mobilization/Demobilization (work total $>$ \$100,000.00) – Each Additional Day	1	EA		
7	Maintenance of Traffic – Signage Only per Day	1	EA		
8	Maintenance of Traffic – Flaggers per Day	1	EA		
9	Maintenance of Traffic – Sign Board per Day	1	EA		
10	MOT Plans	1	SHEET		
<b>EQUIPMENT</b>					
11	Wheeled Excavator ( $\leq$ 175HP)	1	DAY		
12	Skid Steer	1	DAY		
13	Excavator / Backhoe ( $\leq$ 175HP)	1	DAY		

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BID ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT COST	TOTAL
14	Excavator / Backhoe ( $\geq 175$ HP )				
15	Articulated Wheel Loader	1	DAY		
16	Backhoe/Loader Combo	1	DAY		
17	Bulldozer (<110 HP)	1	DAY		
18	Double Drum Compactor Wacker W74 or Equal	1	DAY		
19	Vibratory Plate Compactor VPR 1740 or Equal	1	DAY		
20	Water Truck	1	DAY		
21	Vacuum Truck	1	DAY		
22	Tanker Truck (<3,000 gallon)	1	DAY		
23	Tanker Truck (>3,000 gallon)	1	DAY		
23	Generator with Mass Lighting	1	DAY		
24	Flat Bed Truck under 25,000 lbs GVW	1	DAY		
25	18 Yard Dump Truck	1	DAY		
26	Service Truck with Equipment and Tools	1	DAY		
27	Cleaning / Television Inspection Equipment	1	DAY		
28	Portable/Towable Air Compressor w/ hose and tools (High Volume > 100 CFM)	1	DAY		
29	Portable/Towable Self Priming Pump w/sound attenuating enclosure	1	DAY		
30	Ride-On Sweeper	1	DAY		
31	Trench Shoring	1	DAY		
32	Dewatering Using Well Point Dewatering System, equal to 25 Well Points	1	DAY		
<b>LABOR</b>					

ITB#24-001-00131



BID ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT COST	TOTAL
33	Project Manager	1	HOUR		
34	Superintendent	1	HOUR		
35	Foreman	1	HOUR		
36	Laborer	1	HOUR		
37	Operator	1	HOUR		
38	Truck Driver	1	HOUR		
<b>TOTAL BASE BID =</b>					
*ALL WORK PERFORMED UNDER THIS CONTRACT WILL BE PAID TO THE CONTRACTOR ON A TIME AND MATERIAL BASIS USING THE UNIT PRICES ESTABLISHED IN BID ITEMS 1 THROUGH 39. MATERIALS WILL INCLUDE UP TO 15% MARK-UP. A 1.5 MULTIPLIER WILL BE APPLIED TO EMERGENCY / ON-CALL.					

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Is bidder's Qualification information included? YES; INITIAL \_\_\_\_\_

Is proof of ability to provide insurance provided? YES; INITIAL \_\_\_\_\_

Is licensing provided? YES; INITIAL \_\_\_\_\_

Health, Safety and Environmental submittal is provided? YES; INITIAL \_\_\_\_\_

**BIDDER'S FIRM NAME:** \_\_\_\_\_

**BIDDER'S SIGNATURE:** \_\_\_\_\_

*(Failure to sign by a duly authorized representative shall result in rejection of this bid)*

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the District's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the District in official amendments prior to this date of submittal.

**FIRM ADDRESS:** \_\_\_\_\_

**FIRM TELEPHONE NUMBER:** \_\_\_\_\_

**FIRM E-MAIL ADDRESS:** \_\_\_\_\_

**APPLICABLE LICENSE(S):** \_\_\_\_\_

**FIRM FEDERAL ID #:** \_\_\_\_\_

ITB#24-001-00131

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT BID**

**ITB # 24-001-00131**

**STATEMENT OF NO BID**

If you are not bidding on this service/commodity, please complete and return this form to:  
LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT Purchasing Agent, 2500 Jupiter  
Park Drive, Jupiter, FL 33458.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

WE, the undersigned have declined to bid due to the following reason(s):

\_\_\_\_\_ Specifications too "tight", i.e., geared toward brand or manufacturer only (explain below)

\_\_\_\_\_ Insufficient time to respond to the Invitation for Bid

\_\_\_\_\_ We do not offer this product or an equivalent

\_\_\_\_\_ Our product schedule would not permit us to perform

\_\_\_\_\_ Unable to meet specifications

\_\_\_\_\_ Unable to meet bond requirements

\_\_\_\_\_ Specifications unclear (explain below)

\_\_\_\_\_ Other (specify below)

\_\_\_\_\_ Do you wish to be notified of future bids for similar items?

ADDITIONAL REMARKS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ITB#24-001-00131

## **LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT BID**

**ITB # 24-001-00131**

### **DRUG-FREE WORKPLACE CERTIFICATION**

**IDENTICAL TIE BIDS/PROPOSALS** - In accordance with F.S 287.087, a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of F.S. 287.087. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with LRECD's Procurement Policy pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal and received on or before time of bid opening to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Loxahatchee River Environmental Control District for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of F.S. 893, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program for any convicted employee.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation F.S. 287.087.

THIS CERTIFICATION is submitted by \_\_\_\_\_ (the Individual's Name)

ITB#24-001-00131

\_\_\_\_\_ of \_\_\_\_\_  
(Title/Position with Company/Vendor) (Name of Company/Vendor) who  
does hereby certify that said Company/Vendor has implemented a drug-free workplace program  
which meets the requirements of F.S. 287.087, which are identified in numbers (1) through (6)  
above.

## ATTACHMENT A – REFERENCES

The bidder shall complete the following blanks regarding satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

### REFERENCE 1

Name of Organization: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_ Contact Title: \_\_\_\_\_

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

Summary of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Consultant's Service Dates: \_\_\_\_\_

Estimated Total Project Cost: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

### REFERENCE 2

Name of Organization: \_\_\_\_\_

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

Contact Name: \_\_\_\_\_ Contact Title: \_\_\_\_\_

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

Summary of Project: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Consultant's Service Dates: \_\_\_\_\_

Estimated Total Project Cost: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_

**REFERENCE 3**

Name of Organization:\_\_\_\_\_

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

Contact Name:\_\_\_\_\_ Contact Title:\_\_\_\_\_

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

Summary of Project:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Consultant's Service Dates:\_\_\_\_\_

Estimated Total Project Cost:\_\_\_\_\_ Project Completion Date:\_\_\_\_\_

**REFERENCE 4**

Name of Organization:\_\_\_\_\_

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

Contact Name:\_\_\_\_\_ Contact Title:\_\_\_\_\_

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

Summary of Project:\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Consultant's Service Dates:\_\_\_\_\_

Estimated Total Project Cost:\_\_\_\_\_ Project Completion Date:\_\_\_\_\_

**EXHIBIT A**

**MANUAL OF MINIMUM CONSTRUCTION STANDARDS AND TECHNICAL  
SPECIFICATIONS FOR  
LOXAHATCHEE RIVER DISTRICT**

**LATEST REVISION LOCATED ON DISTRICT WEBSITE:**

**[HTTPS://LOXAHATCHEERIVER.ORG/](https://loxahatcheeriver.org/)**



**EXHIBIT B**

**REUSE IRRIGATION QUALITY “IQ” WATER CONSTRUCTION STANDARDS AND  
TECHNICAL SPECIFICATIONS FOR  
LOXAHATCHEE RIVER DISTRICT**

ITB#24-001-00131

**LOXAHATCHEE RIVER ENVIRONMENTAL CONTROL DISTRICT BID****ITB # 24-001-00131****WASTEWATER AND I.Q. WATER GENERAL CONSTRUCTION SERVICES AND  
EMERGENCY / ON-CALL REPAIR SERVICES****BID RESPONSE**

In accordance with the terms, conditions, and specifications, the undersigned bidder hereby submits the following prices for supplying the Loxahatchee River District with the goods and/or services called for in ITB # 24-001-00131. This project will be awarded to the lowest responsive, responsible bidder (s) within budget.

BID ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT COST	TOTAL
<b>GENERAL CONDITIONS</b>					
1	Mobilization/Demobilization (work total ≤ \$25,000.00) – First Day	1	LS	4,500.00	4,500.00
2	Mobilization/Demobilization (work total ≤ \$25,000.00) – Each Additional Day	1	EA	250.00	250.00
3	Mobilization/Demobilization (work total \$25,000.01 to \$100,000.00) – First Day	1	LS	2,500.00	2,500.00
4	Mobilization/Demobilization (work total \$25,000.01 to \$100,000.00) – Each Additional Day	1	EA	500.00	500.00
5	Mobilization/Demobilization (work total > \$100,000.00) – First Day	1	LS	1,500.00	1,500.00
6	Mobilization/Demobilization (work total > \$100,000.00) – Each Additional Day	1	EA	500.00	500.00
7	Maintenance of Traffic – Signage Only per Day	1	EA	50.00	50.00
8	Maintenance of Traffic – Flaggers per Day	1	EA	600.00	600.00
9	Maintenance of Traffic – Sign Board per Day	1	EA	85.00	85.00
10	MOT Plans	1	SHEET	350.00	350.00
<b>EQUIPMENT</b>					
11	Wheeled Excavator (≤175HP)	1	<u>HOUR</u>	65.00	65.00
12	Skid Steer	1	<u>HOUR</u>	85.00	85.00
13	Excavator / Backhoe (≤ 175HP)	1	<u>HOUR</u>	225.00	225.00

ITB#24-001-00131  
ADDENDUM #2

BID ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT COST	TOTAL
14	Excavator / Backhoe ( $\geq 175$ HP )	1	<u>HOUR</u>	225.00	225.00
15	Articulated Wheel Loader	1	<u>HOUR</u>	110.00	110.00
16	Backhoe/Loader Combo	1	<u>HOUR</u>	65.00	65.00
17	Bulldozer (<110 HP)	1	<u>HOUR</u>	100.00	100.00
18	Double Drum Compactor Wacker W74 or Equal	1	<u>HOUR</u>	65.00	65.00
19	Vibratory Plate Compactor VPR 1740 or Equal	1	<u>HOUR</u>	25.00	25.00
20	Water Truck	1	<u>HOUR</u>	140.00	140.00
21	Vacuum Truck	1	<u>HOUR</u>	350.00	350.00
22	Tanker Truck (<3,000 gallon)	1	<u>HOUR</u>	350.00	350.00
23	Tanker Truck (>3,000 gallon)	1	<u>HOUR</u>	500.00	500.00
23	Generator with Mass Lighting	1	<u>HOUR</u>	25.00	25.00
24	Flat Bed Truck under 25,000 lbs GVW	1	<u>HOUR</u>	75.00	75.00
25	18 Yard Dump Truck	1	<u>HOUR</u>	200.00	200.00
26	Service Truck with Equipment and Tools	1	<u>HOUR</u>	150.00	150.00
27	Cleaning / Television Inspection Equipment	1	<u>HOUR</u>	525.00	525.00
28	Portable/Towable Air Compressor w/ hose and tools (High Volume > 100 CFM)	1	<u>HOUR</u>	30.00	30.00
29	Portable/Towable Self Priming Pump w/sound attenuating enclosure	1	<u>HOUR</u>	200.00	200.00
30	Ride-On Sweeper	1	<u>HOUR</u>	65.00	65.00
31	Trench Shoring	1	<u>HOUR</u>	80.00	80.00
32	Dewatering Using Well Point Dewatering System, equal to 25 Well Points	1	<u>HOUR</u>	400.00	400.00
<b>LABOR</b>					

ITB#24-001-00131  
ADDENDUM #2

BID ITEM NO.	DESCRIPTION	EST QTY	UNIT	UNIT COST	TOTAL
33	Foreman	1	HOUR	145.00	145.00
34	Laborer	1	HOUR	100.00	100.00
35	Operator	1	HOUR	125.00	125.00
36	Truck Driver	1	HOUR	150.00	150.00
<b>TOTAL BASE BID =</b>					<b>15,410.00</b>
*ALL WORK PERFORMED UNDER THIS CONTRACT WILL BE PAID TO THE CONTRACTOR ON A TIME AND MATERIAL BASIS USING THE UNIT PRICES ESTABLISHED IN BID ITEMS 1 THROUGH 36. MATERIALS AND SUB-CONTRACTOR WORK WILL INCLUDE UP TO 15% MARK-UP. A 1.5 MULTIPLIER WILL BE APPLIED TO EMERGENCY / ON-CALL.					

All unit prices bid should be within two (2) decimal points. If bidder's pricing exceeds two (2) decimal points, Purchasing reserves the right to round up or down accordingly.

Is bidder's Qualification information included?

YES: INITIAL DD

Is proof of ability to provide insurance provided?

YES: INITIAL DD

Is licensing provided?

YES: INITIAL DD

Health, Safety and Environmental submittal is provided?

YES: DD INITIAL

BIDDER'S FIRM NAME: Hinterland Group Inc.

BIDDER'S SIGNATURE: Daniel Duke III, President

(Failure to sign by a duly authorized representative shall result in rejection of this bid)

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the District's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the District in official amendments prior to this date of submittal.

FIRM ADDRESS: 2051 W Blue Heron Blvd., Riviera Beach, FL 33404

FIRM TELEPHONE NUMBER: 561-640-3503

FIRM E-MAIL ADDRESS: info@hinterlandgroup.com

APPLICABLE LICENSE(S): CGC1520354 / CUC1224634 / EC13003615

FIRM FEDERAL ID #: 20-5156844

ITB#24-001-00131  
ADDENDUM #2



# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

[loxahatcheeriver.org](http://loxahatcheeriver.org)

October 31<sup>st</sup>, 2023

*Via:Email*

Mr. Chase Rogers  
Hinterland Group, Inc.  
2051 W Blue Heron Blvd  
Riviera Beach, FL 33404

**SUBJECT: Loxahatchee River Environmental Control District  
ITB #24-001-00131 - Wastewater and I.Q. Water General Construction  
Services and Emergency / On-Call Repair Services  
Notice of Award of Contract**

Dear Mr. Rogers:

LRD is pleased to advise you that the District Governing Board has elected to Award the Contract for the subject project to your company. You are a successful Bidder and have been awarded a contract for:

**Wastewater and I.Q. Water General Construction Services  
and Emergency / On-Call Repair Services**

The Contract Price of your contract is **\$ 250,000.00**

This contract allows for an initial one-year term which starts October 19<sup>th</sup>, 2023, with four optional one-year renewals. The LRD contract manager will be Ms. Courtney Jones, P.E. who can be reached at 561 401 4094 and [courtney.jones@lrecd.org](mailto:courtney.jones@lrecd.org).

Should you have any questions in regard to this correspondence, please feel free to contact me.

Regards,

Kris Dean, P.E.  
Deputy Executive Director  
Enclosure: Purchase Order # 24-0191

Dr. Matt H. Rostock  
CHAIRMAN

Kevin L. Baker  
BOARD MEMBER

Gordon M. Boggie  
BOARD MEMBER

Stephen B. Rockoff  
BOARD MEMBER

Clinton R. Yerkes  
BOARD MEMBER

# Purchase Order

## 24-0191

**Bill To: & Ship To:**

Loxahatchee River District  
2500 Jupiter Park Drive  
Jupiter, Florida 33458

**To:**

HINTERLAND GROUP, INC.  
2051 W BLUE HERON BLVD  
RIVIERA BEACH, FL 33404

Phone: (561) 747-5700 Ext 4026

Fax: (561) 743-3027

E-mail: [purchasing@lrecd.org](mailto:purchasing@lrecd.org)

**EMAIL ALL INVOICES TO: [payables@lrecd.org](mailto:payables@lrecd.org)**

Tax Exempt ID # 85-8012618682C-5

Vendor No.  
HINGRO

Date  
October 24, 2023

Requested By  
Kris Dean

Purchasing Agent  
Sharyn Allen, CPP, CPDW

Qty	Description	Acct.	Unit Price	Amount
	ITB #24-001-00131 WASTEWATER & I.Q. WATER GENERAL CONSTRUCTION SERVICES & EMERGENCY/ON-CALL REPAIR			
	SERVICES - TOTAL PO NOT TO EXCEED \$250,000.00 - SEE PRICE BREAKDOWN ON PURCHASE REQUISITION			
250,000	WASTEWATER & I.Q. WATER GENERAL CONSTRUCTION & EMERGENCY/ON-CALL SERVICES	650000	1.00	250,000.00
	APPROVED BY THE GOVERNING BOARD AT THE OCTOBER 19, 2023 MEETING			
			Subtotal	250,000.00
			Invoice Discount	0.00
			<b>Total</b>	<b>250,000.00</b>

**NOTE: PLEASE REVIEW DISTRICT TERMS AND CONDITIONS BELOW  
FOR COMPLIANCE.**

*Authorized Signature*

*Sharyn Allen*

## Terms and Conditions of Purchase

The following Terms and Conditions are applicable to any order entered into between the Loxahatchee River Environmental Control District, (the "District") and Vendor ("Seller").

1. **TERMS:** This Order constitutes the District's offer to purchase the materials, articles and/or services described elsewhere herein solely in accordance with the provisions set forth on the face of this Order, any special provisions attached hereto, and any provisions incorporated herein by reference. Purchase Order number must appear on all correspondence, invoices, packages, and shipping papers.
2. **ACCEPTANCE:** Acceptance by Seller of the District order under the terms and conditions stated hereon shall be indicated by either written acceptance or commencement of performance pursuant to this order. Your acceptance of this order is your warranty to us that you are complying with the U.S. Fair Labor Standards Act of 1936, as amended, and we reserve the right to refuse merchandise not in strict accordance with this order.
3. **MODIFICATION:** No modification of this order shall be binding upon the District unless approved in writing by an authorized representative of the District's Purchasing Department.
4. **FREIGHT ON BOARD:** All materials must be shipped Freight on Board (FOB) Destination. The District will not pay freight or express charges, except by previous agreement. If specific purchase is negotiated on the basis of FOB shipping, Seller is to prepay shipping charges and add to the invoice. Delivery must actually be affected within the time stated on the Purchase order failing which the District reserves the right to cancel this order and purchase elsewhere. In case of default by the Seller, the District may procure the articles, goods or service covered by this order from other sources and hold the Seller responsible for any excess expense occasioned thereby.
5. **INVOICES AND SHIPPING INSTRUCTIONS:** Delivery shall be made to the points designated in the purchase order. All shipments should include an accompanying packing list indicating contents. Invoices should be mailed or emailed to the District at the address indicated on the Purchase Order. Packing lists and invoices should both include the District Purchase Order Number.
6. **INSPECTION:** All goods delivered on this order are subject to inspection upon receipt by representative of the District. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.
7. **DELIVERIES:** Deliveries are to be made during the hours of 7:00 A.M. and 3:00 P.M., Monday through Friday excluding holidays, unless otherwise stipulated. Failure to notify the District concerning the type of delivery will result in the billing to Seller of any add-on re-delivery, storage, or handling charges. Notify us immediately if you are unable to ship complete order by date specified.
8. **TAX:** The District is exempt from Federal and State Sales, Use, and like taxes. Sellers doing business with the District shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor shall any Seller be authorized to use the District Tax Exemption Number in securing such materials.
9. **PAYMENT TERMS:** The terms of payment shall be as stated. Purchase Order numbers must be noted on all invoices. Payment will not be processed until items and invoices are received and accepted. All payments shall be made in accordance with the Local Government Prompt Payment Act, Florida Statutes 218.70. The District offers a credit card payment process and encourages vendors to participate in this program.
10. **CONFIDENTIALITY:** Any information, data or materials provided by the District to Seller and designated as proprietary, confidential or trade secrets shall be treated as a trade secret and as confidential disclosure to Seller and shall not be communicated or revealed to third parties without the District's prior written consent. Seller shall not disclose or utilize information furnished by the District for purposes of supplying materials or services to others.
11. **CASH DISCOUNT:** The cash discount period shall commence as of the date of receipt of goods and invoice.
12. **PRICES:** Seller's prices for the goods or services ordered shall not be higher than those stated hereon. In the event that this order does not state price, the District will not be bound to any price to which it has not expressly agreed to in writing.
13. **TITLE TO GOODS:** Title of all goods purchased herein shall pass directly to the District from the Seller at the point of delivery specified hereon.
14. **WARRANTY:** Unless otherwise expressly agreed to in writing, Seller warrants the goods to be free from defects in material and workmanship, under normal use and service to conform to the specifications, drawings or samples specified or furnished by the District, and to be fit for the purposes intended. This warranty shall apply to the District, its subsidiaries and affiliates, their respective customers and any other use of the goods.
15. **ASSIGNMENT AND SUBCONTRACTS:** Seller shall not, without the written approval of the District, make any contract with any other party for furnishing any of the completed or substantially completed articles, or services ordered hereunder.
16. **DEFAULT:** In the event of default by the Seller the District may procure the articles or services covered by this order from other sources and hold the Seller responsible for any excess costs incurred. The following shall be considered a default:
  - a. Failure to make complete deliveries within the promised time.
  - b. Unauthorized substitution or delivery of goods deemed by the District to be inferior.
  - c. Inability of the Seller to fulfill the terms and conditions of this order.
17. **TERMINATION:** The District reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) if Seller becomes insolvent or suspends any of its operations or if any petition is filed of proceeding commenced by or against Seller under any State or Federal law relating to bankruptcy: arrangement, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to the District except for completed items delivered and accepted by the District. Seller will be liable for excess costs of re-procurement. The District may terminate this Purchase Order without cause at any time upon fifteen (15) calendar days prior written notice to the Seller. In the event of termination, the District shall compensate the Seller for all authorized work satisfactorily and responsibly completed through the termination date.
18. **ANTI-DISCRIMINATION:** Sellers doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex, disability or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
19. **INDEMNIFICATION:** Seller agrees to indemnify, save and hold harmless the District, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses and attorney fees incurred as a result of any act or omission by the Seller, or its employees, agents, subcontractors or assignees arising out of the goods or services provided under this Purchase Order.
20. **MSDS AND SAFETY:** A current Material Safety Data Sheet (MSDS) shall be included with shipments of any material requiring this document and comply with the Consumer Products Safety Act, and all other applicable state and Federal law and agency regulations.
21. **INSURANCE:** If this Purchase Order requires the Seller to perform services on the District's premises or at any place where the District conducts operations, or requires the Seller to perform professional consulting services, the Seller shall request insurance coverage requirements from the District's Purchasing Agent. In circumstances where insurance is required by the District, Seller shall provide proof of insurance or insurance certificates with the District listed as an additional insured prior to performing under this Purchase Order. Noncompliance with this Paragraph shall place the Seller in default and subject this Purchase Order to immediate cancellation.
22. **PUBLIC DISCLOSURE:** This Purchase Order and all contents and attachments shall be deemed a public record as defined in Florida Statutes, 119.
23. **SCRUTINIZED COMPANIES:** This Purchase Order/Contract is subject to the conditions found under Florida Statutes §287.135 in regards to certain scrutinized companies.
24. **E-VERIFY SYSTEM:** Florida Statute Section §448.095 states a contractor or subcontractor may not enter into a contract with a public employer or provide goods and/or services to a public employer's project unless all parties register with, and use, the E-Verify System. All vendors doing business with the District are required to E-Verify employment eligibility for all employees hired during the term of the contract.





# LOXAHATCHEE RIVER DISTRICT

2500 JUPITER PARK DRIVE, JUPITER, FLORIDA 33458

TEL: (561) 747-5700

FAX: (561) 747-9929

D. Albrey Arrington, Ph.D. EXECUTIVE DIRECTOR

[loxahatcheeriver.org](http://loxahatcheeriver.org)

October 22, 2024

via: US Mail & [crogers@hinterlandgroup.com](mailto:crogers@hinterlandgroup.com)

Hinterland Group, Inc.  
2051 W. Blue Heron Blvd  
Riviera Beach, FL 33404

**SUBJECT: Loxahatchee River Environmental Control District**  
ITB #24-001-00131 - Wastewater and I.Q. Water General Construction Services  
and Emergency / On-Call Repair Services  
**Notice of Award of Contract – Reauthorization**

Dear Mr. Chase Rogers:

On October 17<sup>th</sup>, 2024 the District awarded a second 1-year term to contract ITB #24-001-00131 - Wastewater and I.Q. Water General Construction Services and Emergency / On-Call Repair Services with Hinterland Group, Inc. for lift station rehabilitation general construction services.

I am pleased to advise you that the District Governing Board has elected to reauthorize your contract.

The Contract Price of your Contract is not to exceed \$500,000.00 over the period of October 17<sup>th</sup>, 2024 to October 16<sup>th</sup>, 2025.

The District will order the work on an "as needed" basis by providing Hinterland Group, Inc. a set of plans which detail lift station rehabilitation work to be completed for each specific project. Based on the plans the contractor shall submit an estimate based on the Unit Price Bid Tab and submit the estimate to the District for issuance of a Notice To Proceed. Work shall commence upon issuance of the Notice To Proceed but not before.

In accordance with the contract specifications please forward an updated insurance certificate for this contract in accordance with requirements set forth in Special Condition 11.

Should you have any questions regarding this correspondence, please feel free to contact me.

Sincerely,

Kris Dean, P.E.  
Deputy Executive Director

CC: Courtney Jones, [courtney.jones@lrecd.org](mailto:courtney.jones@lrecd.org)  
Kara Fraraccio, [kara.fraraccio@lrecd.org](mailto:kara.fraraccio@lrecd.org)  
Sharyn Allen, [sharyn.allen@lrecd.org](mailto:sharyn.allen@lrecd.org)  
Daniel Duke, [dduke1@hinterlandgroup.com](mailto:dduke1@hinterlandgroup.com)

Stephen B. Rockoff  
CHAIRMAN

Kevin L. Baker  
BOARD MEMBER

Gordon M. Boggie  
BOARD MEMBER

Dr. Matt H. Rostock  
BOARD MEMBER

Clinton R. Yerkes  
BOARD MEMBER

**File Attachments for Item:**

B. Approve and authorize the Mayor to execute an agreement with the G3 Contracting, Inc.d/b/a Industry Standard in an amount not to exceed \$100,000 for utility installation and repair services on an as-needed basis, pursuant to a Request for Proposals issued by Indian River County (No. 2025005).

## **CONTRACT FOR UTILITY LABOR SERVICES**

This Contract is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2025, by and between the Town of Highland Beach, a Florida municipal corporation ("Town") with a mailing address of 3614 South Ocean Boulevard, Highland Beach, FL 33487 and G3 Contracting, Inc. d/b/a Industry Standard, a Florida corporation ("Contractor"), with a mailing address of 431 County Road 415, New Smyrna Beach, FL 32168.

### **RECITALS**

WHEREAS, in accordance with the Town's Code of Ordinances, the Town wishes to obtain utility installation and repair services from Contractor pursuant to a Request for Proposals issued by Indian River County (No. 2025005) and the resulting contract executed by Indian River County and Contractor ("County Contract"); and

WHEREAS, Contractor warrants that it is experienced and capable of performing the required services in a professional and competent manner, and the Town desires to accept Contractor's pricing by piggybacking the County Contract, including all terms, conditions and pricing therein; and

WHEREAS, the Town determines that the execution of this Contract serves a valid public purpose.

NOW THEREFORE, in consideration of the mutual promises contained in this Contract, the Town's Purchase Order (if any) and the County Contract, and other good and valuable consideration, the sufficiency of which is acknowledged by both parties, the Town and Contractor agree as follows:

### **SECTION 1. SERVICES; TERM**

A. Contractor shall provide the Town the services set forth in the County Contract upon request from the Town on an as-needed basis. A copy of the County Contract is attached hereto as Exhibit "A" and incorporated herein by reference. This Contract does not guarantee that the Town will utilize Contractor for any services identified therein.

B. The term of this Contract shall commence on the date set forth above and shall expire on October 22, 2026 or the expiration date of the County Contract if the term is extended, unless terminated earlier in accordance with Section 7 below.

### **SECTION 2. COMPENSATION; WORK ORDERS; PAYMENT**

A. The Town shall compensate Contractor in accordance with the unit prices set forth in the County Contract. The total compensation paid to Contractor by the Town pursuant to this Contract shall not exceed One Hundred Thousand Dollars (\$100,000) during any single fiscal year.

B. When the Town identifies a need for Contractor's services, the Town will request a proposal from the Contractor that will be incorporated into a Work Order. Contractor shall not proceed with any services until the Town issues a written Work Order to Contractor.

C. All requests for payments from Contractor shall be processed in accordance with the Florida Prompt Payment Act (Chapter 218, Part VII, Florida Statutes).

### **SECTION 3. INDEMNIFICATION; INSURANCE**

A. Contractor shall indemnify and hold harmless the Town, and its officers and employees, from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees arising out of or related to the negligence, recklessness, or intentional wrongful conduct of Contractor and other persons utilized or employed by Contractor in the performance of this Contract. The Town agrees to be responsible for the negligent and wrongful acts or omissions of its employees while acting within the scope of the employee's office or employment as provided for in section 768.28, Florida Statutes. The Town shall not be required to indemnify, defend, or hold the Contractor harmless. Nothing contained herein shall be construed or interpreted as consent by the Town to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes, as amended from time to time. The provisions and limitations of Section 768.28, Florida Statutes, are deemed to apply to this Contract to claims or actions arising in tort and/or contract. This paragraph shall replace any conflicting language in the County Contract.

B. The Contractor shall comply with the insurance requirements set forth in the County Contract and, where applicable, shall name the Town of Highland Beach as an "Additional Insured."

### **SECTION 4. CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS**

The contract between the parties consists of the following documents: this Contract; the Town's Purchase Order (if any); the County Contract; and the Request for Proposals (No. 2025005) issued by Indian River County. To the extent that there exists a conflict between this Contract and the remaining Contract documents, the terms, conditions, covenants, and/or provisions of the following documents shall prevail in the following order: (1) this Contract, (2) Town Purchase Order, (3) County Contract and (4) the Request for Proposals. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

### **SECTION 5. PALM BEACH COUNTY IG; PUBLIC ENTITY CRIMES; COERCION FOR LABOR AND SERVICES**

A. In accordance with Palm Beach County Ordinance No. 2011-009, this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. Contractor should review Palm Beach County Ordinance No. 2011-009 in order to be aware of its rights and/or obligations under such ordinance and as applicable.

B. As provided in Sections 287.132-133, Florida Statutes, as amended from time to time, by entering into the Contract, Contractor certifies that it and its affiliates who will perform hereunder have not been placed on the convicted Contractor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof.

C. The Contractor, by signing this Contract as set forth below, attests, under penalty of perjury, that it does not use coercion for labor or services as defined in section 787.06, Florida Statutes, as amended from time to time.

### **SECTION 6. APPROPRIATION OF FUNDS; TAXES**

A. Nothing herein shall constitute a pledge by the Town of the full faith and credit of the Town, nor does the Town pledge any ad valorem taxes or other monies other than monies lawfully appropriated by the Town Commission from time to time. If in any given year, the Town's governing body fails to appropriate funds to make the payments under this Contract, such Contract will terminate without any penalty to the Town. Upon termination, the Contractor shall be paid through the date of termination.

B. The Town is exempt from payment of Florida State Sales and Use Tax. The Town shall provide proof of tax exemption upon request.

#### **SECTION 7. TERMINATION**

A. This Contract may be terminated by either party, for any reason, by providing thirty (30) days' prior written notice to the other party.

B. In the event of termination, any liability of one party to the other arising out of any of the services rendered or for any act or event occurring prior to termination, shall not be terminated or released.

C. In the event of termination by the Town, the Town's sole obligation to Contractor shall be payment for services satisfactorily completed and previously authorized by the Town prior to the date of termination.

#### **SECTION 8. NOTICE**

A. Any notice required to be given under this Contract shall be hand-delivered, sent by certified mail (return receipt requested) or transmitted by a nationally recognized overnight courier service.

B. Unless otherwise notified in writing of a new address, all notices shall be made to each party at the below listed addresses:

All notices to Contractor shall be sent to:

G3 Contracting Group, Inc.  
Attn: Brett Garmon, President  
431 County Road 415  
New Smyrna Beach, FL 32168

All notices to the Town shall be sent to:

Town of Highland Beach  
Attn: Marshall Labadie, Town Manager  
3614 South Ocean Boulevard  
Highland Beach, FL 33487

#### **SECTION 9. LAW, VENUE, REMEDIES, ENFORCEMENT COSTS AND WAIVER OF JURY TRIAL**

A. The Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held exclusively in Palm Beach County.

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

C. If any legal action or other proceeding is brought for the enforcement of this Contract or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision of the Contract,

the parties agree that each party shall be responsible for its own attorneys' fees. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THE CONTRACT DOCUMENTS.

#### **SECTION 10. SURVIVAL; WAIVER; SEVERABILITY; TIME**

- A. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.
- B. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that party's right to enforce or exercise said right(s) at any time thereafter.
- C. If any term or provision of the Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of the Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of the Contract shall be deemed valid and enforceable to the extent permitted by law.
- D. Time is of the essence with respect to all of Contractor's obligations, duties, and responsibilities under this Contract. Notwithstanding the foregoing, Contractor will not be liable or responsible for any delay in the time or completion of the Services due to the action or inaction of the Town.

#### **SECTION 11. SCRUTINIZED COMPANIES**

- A. Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to section 287.135, Florida Statutes, the Town may immediately terminate the Contract at its sole option if the Contractor or any of its subcontractors are found to have submitted a false certification; or if the Contractor or any of its subcontractors, are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.
- B. Contractor agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under the Contract.
- C. Contractor agrees that the certifications in this section shall be effective and relied upon by the Town for the term of the Contract, including any and all renewals.
- D. Contractor agrees that if it or any of its subcontractors' status changes in regard to any certification herein, the Contractor shall immediately notify the Town of the same.
- E. As provided in Subsection 287.135(8), Florida Statutes, if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

#### **SECTION 12. E-VERIFY**

Pursuant to Section 448.095(5), Florida Statutes, the Contractor shall:

- A. Register with and use the E-Verify system to verify the work authorization status of all new employees and require all subcontractors (providing services or receiving funding under this Contract) to



register with and use the E-Verify system to verify the work authorization status of all the subcontractors' new employees;

B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Contract) stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien;

C. Maintain copies of all subcontractor affidavits for the duration of this Contract;

D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Contract; and

F. Be aware that if the Town terminates this Contract under Section 448.095(5)(c), Florida Statutes, the Contractor may not be awarded a public contract for at least 1 year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the Town as a result of the termination of the Contract.

### **SECTION 13. INDEPENDENT CONTRACTOR**

Contractor is, and shall be, in the performance of all services under the Contract, an independent contractor, and not an employee, agent, or servant of the Town. All persons engaged in any of the services performed pursuant to the Contract shall at all times, and in all places, be an employee of Contractor and shall have no claim under the Contract for compensation of any kind from the Town under the Contract or otherwise. Contractor shall be solely responsible for any and all compensation or payment to all persons engaged in any services performed pursuant to the Contract on behalf of Contractor including, but not limited to, all wages, benefits and payroll taxes.

### **SECTION 14. ACCESS AND AUDITS**

Contractor shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work/services herein for at least three (3) years after completion of the Contract. The Town shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Contractor's place of business. In no circumstances will Contractor be required to disclose any confidential or proprietary information regarding its products and service costs.

### **SECTION 15. PUBLIC RECORDS LAW**

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

A. Keep and maintain public records required by the Town to perform the services.

B. Upon request from the Town's custodian of public records or designee, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.



C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract following completion of the Contract if the Contractor does not transfer the records to the Town.

D. Upon completion of the Contract, transfer, at no cost, to the Town all public records in possession of Contractor or keep and maintain public records required by the Town to perform the service. If Contractor transfers all public records to the Town upon completion of the Contract, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Contract, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town, upon request from the Town's custodian of public records or designee, in a format that is compatible with the information technology systems of the Town.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT DOCUMENTS, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS OR DESIGNEE AT 561-278-4548, [LGASKINS@HIGHLANDBEACH.US](mailto:LGASKINS@HIGHLANDBEACH.US), OR BY MAIL AT TOWN OF HIGHLAND BEACH, 3614 S. OCEAN BLVD., HIGHLAND BEACH, FL 33487.**

#### **SECTION 16. SUCCESSORS AND ASSIGNS; THIRD-PARTY BENEFICIARIES**

A. The Town and Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Contractor may not assign this Contract without the prior written approval of the Town which may be unreasonably withheld.

B. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either party.

#### **SECTION 17. ENTIRETY OF CONTRACTUAL AGREEMENT; COUNTERPARTS**

A. The Town and Contractor agree that the Contract sets forth the entire contract between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in the Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

B. This document may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties agree to accept the execution of this document by electronic means.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year set forth above.

**TOWN OF HIGHLAND BEACH**

By: \_\_\_\_\_  
Natasha Moore, Mayor

Attest:

Approved as to form and legal sufficiency:

\_\_\_\_\_  
Lanelda Gaskins, MMC, Town Clerk

\_\_\_\_\_  
Leonard G. Rubin, Town Attorney

**CONTRACTOR:**

**G3 CONTRACTING, INC. D/B/A INDUSTRY  
STANDARD**

[Corporate Seal, if required]

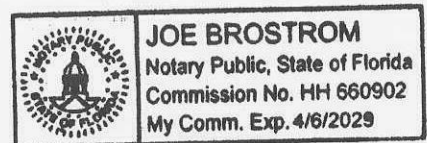
By: \_\_\_\_\_  
Name: Brett Garmon  
Title: President

STATE OF FLORIDA )  
COUNTY OF VOLUSIA )

THE FOREGOING instrument was acknowledged before me by means of X physical presence or  
\_\_\_\_ online notarization on this 27<sup>TH</sup> day of MAY, 2024, by  
BRETT GARMON, as PRESIDENT of G3 Contracting, Inc. and who is personally known to  
me or who has produced the following as identification: \_\_\_\_\_,  
and who did take an oath that the facts stated with regard to section 787.06, Florida Statutes, are true and  
correct, and that he or she is duly authorized to execute the foregoing instrument and bind G3 Contracting,  
Inc. to the same.

\_\_\_\_\_  
Print Name: JOE BROSTROM  
My commission expires: 4/6/29

Notary Seal:





## **CONTINUING CONTRACT AGREEMENT FOR ANNUAL UTILITY LABOR SERVICES**

THIS AGREEMENT, entered into this 22nd day of October 2024, by and between INDIAN RIVER COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the “**COUNTY**”, and G3 Contracting, Inc. dba Industry Standard hereinafter referred to as the “**CONTRACTOR**”.

### **BACKGROUND RECITALS:**

COUNTY selected CONTRACTOR to provide work related to various utility installation and repair services (“Services”), based on a proposal received in response to Request for Proposals 2025005.

That the COUNTY and the CONTRACTOR, in consideration of their mutual covenants, herein agree with respect to the performance of construction services by the CONTRACTOR, and the payment for those services by the COUNTY, as set forth below and in individual Work Orders. This agreement shall be referred to as the “MASTER AGREEMENT” under which future Work Orders will apply.

The proposed work consists of various water transmission and distribution, wastewater collection and reclaimed water transmission system improvements, and various and sundry lift station rehabilitation and related projects, as specified in each of the COUNTY’s individual Work Authorizations issued throughout the life of the Contract. The work may include after-hours and emergency work. All material and equipment shall be in strict accordance with the Indian River County Department of Utility Services Water & Wastewater Utility Standards dated May 2019, or latest edition, which may be obtained at no cost online from the Indian River County Department of Utility Services. The work is generally located in Indian River County in the Urban Service Area, although transmission utilities are located outside of this boundary.

The CONTRACTOR shall provide the COUNTY with services and at the rates provided in Exhibit 1, Contractor’s Price Proposal.

NOW THEREFORE, in accordance with the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **1. GENERAL**

1.1 Services shall be identified in individual Purchase Orders, and performed in a timely, efficient, cost-effective manner. Purchase Orders shall reference a quote or proposal number, which includes a description of services to be performed; a statement of fees; a projected schedule for completion of the work to be performed by the CONTRACTOR; and any other additional instructions or provisions relating to the specific Services authorized pursuant to each Purchase Order that does not conflict with the terms of this Agreement.

1.2 Whenever the term Purchase Order is used herein, it is intended to mean a formal document, that is dated; serially numbered; in the COUNTY’s standard template, and executed by the COUNTY, by which the COUNTY accepts CONTRACTOR’s proposal for specific services and CONTRACTOR indicates a willingness to perform such specific services for the terms and under the conditions specified in this Agreement. No work may begin until the executed Purchase Order is provided to the CONTRACTOR, and until any required bonds and insurance are accepted by COUNTY.

1.3 Services related to any individual Purchase Order which would increase or decrease cost, or which are otherwise outside the scope of Services or level of effort contemplated by the Purchase

Agreement - 1

Order shall be Services for which the CONTRACTOR must obtain the prior written approval of the COUNTY, as provided by this Agreement. All terms for the performance of such Services must be agreed upon in a written document prior to any deviation from the terms of a Purchase Order; and when properly authorized and executed by both the CONTRACTOR and the COUNTY, shall become an amendment to the Purchase Order or a new Purchase Order, at the sole option of the COUNTY. A separate Notice-to-Proceed may, at the sole option of the COUNTY, be given for each phase of the services contained in any Work Order hereunder.

1.4 A Purchase Order shall not give rise to any contractual rights until it meets the foregoing requirements. Each written Notice-to-Proceed and specific Purchase Order, as approved by the COUNTY, shall be an addendum to this Agreement. Nothing contained in any Purchase Order shall conflict with the terms of this Agreement, and the terms of this Agreement shall be deemed to be incorporated into each individual Purchase Order as if fully set forth therein.

1.5 No representation or guarantee is made by COUNTY as to the minimum or maximum dollar value, volume of work, or type of work, if any, that CONTRACTOR will receive during the term of this Agreement.

1.6 The Background Recitals are true and correct and form a material part of this Agreement.

## **2. COUNTY OBLIGATIONS**

2.1 The COUNTY will provide the CONTRACTOR with a copy of any preliminary data or reports available as required in connection with the work to be performed under this Agreement, together with all available drawings, surveys, right-of-way maps, and other documents in the possession of the COUNTY pertinent to a Project. The CONTRACTOR shall satisfy itself as to accuracy of any data provided. The CONTRACTOR is responsible for bringing to the COUNTY's attention, for the County's resolution, material inconsistencies or errors in such data that come to the CONTRACTOR'S attention.

2.2 The COUNTY shall arrange for access to, and make provisions for the CONTRACTOR to enter upon, public and private property (where required) as necessary for the CONTRACTOR to perform its Services, upon timely written request of CONTRACTOR to COUNTY.

2.3 The COUNTY shall promptly execute all permit applications necessary to the Project.

2.4 The COUNTY shall examine any and all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the CONTRACTOR, and render, in writing, decisions pertaining thereto within a reasonable time.

2.5 The COUNTY reserves the right to appoint one or more Project Managers for the specific Services in connection with any Work Order. The Project Manager shall:  
(a) act as the COUNTY's agent with respect to the Services rendered hereunder; (b) transmit instructions to and receive information from the CONTRACTOR; (c) communicate the COUNTY's policies and decisions to the CONTRACTOR regarding the Services; and (d) determine, initially, whether the CONTRACTOR is fulfilling its duties, responsibilities, and obligations hereunder.

2.6 The COUNTY shall give prompt written notice to the CONTRACTOR whenever the COUNTY observes or otherwise becomes aware of any development that affects the timing or delivery of the CONTRACTOR's Services. If the CONTRACTOR has been delayed in completing its Services through no fault or negligence of either the CONTRACTOR or any subcontractor, and, as a result will be unable to perform fully and satisfactorily under the provisions of this Agreement, then the CONTRACTOR shall promptly notify the Project Manager. In the COUNTY's sole discretion, and upon the submission to the COUNTY of



evidence of the causes of the delay, the Work Order shall be modified in writing as set forth in this Agreement, subject to the COUNTY'S rights to change, terminate, or stop any or all of the Services at any time in accordance with this Agreement.

2.7 The CONTRACTOR shall not be considered in default for a failure to perform if such failure arises out of causes reasonably beyond the CONTRACTOR's control and through no fault or negligence of the CONTRACTOR. The parties acknowledge that adverse weather conditions, acts of God, or other unforeseen circumstances of a similar nature, may necessitate modifications to this Agreement. If such conditions and circumstances do in fact occur, then the COUNTY and CONTRACTOR shall mutually agree, in writing, to the modifications to be made to this Agreement.

### **3. RESPONSIBILITIES OF THE CONTRACTOR**

3.1 The CONTRACTOR agrees to perform all necessary Services in connection with the assigned Project(s) as set forth in the Purchase Orders and in this Agreement.

3.2 The CONTRACTOR agrees to complete the Project within the time frame specified in the Purchase Order.

3.3 The CONTRACTOR will maintain an adequate staff of qualified personnel.

3.4 The CONTRACTOR will comply with all present and future federal, state, and local laws, rules, regulations, policies, codes, and guidelines applicable to the Services performed under this Agreement.

3.5 The CONTRACTOR, as a part of the consideration hereof, does hereby covenant and agree that: (1) in connection with the furnishing of Services to the COUNTY hereunder, no person shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in regard to the services to be performed by CONTRACTOR under this Agreement on the grounds of such person's race, color, creed, national origin, religion, physical disability, age, or sex; and (2) the CONTRACTOR shall comply with all existing requirements concerning discrimination imposed by any and all applicable local, state, and federal rules, regulations, or guidelines; as such rules, regulations, or guidelines may be from time to time amended.

3.6 The CONTRACTOR shall during the entire term of this Agreement, procure and keep in full force, effect, and good standing any and all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the CONTRACTOR to render its Services as described in this Agreement. The CONTRACTOR shall also require all subcontractors to comply by contract with the provisions of this section.

3.7 The CONTRACTOR will prepare all necessary sketches and completed application forms to accompany the COUNTY's applications for any required federal, state, or local permits.

3.8 The CONTRACTOR will cooperate fully with the COUNTY in order that all phases of the work may be properly scheduled and coordinated.

3.9 The CONTRACTOR will cooperate and coordinate with other COUNTY Contractors, as directed by the COUNTY.

3.10 All documents, reports, tracings, plans, specifications, field books, survey notes and information, maps, contract documents, and other data developed by the CONTRACTOR for the purpose of this Agreement, are and shall remain the property of the COUNTY. The foregoing items will be created, maintained, updated, and provided in the format specified by the COUNTY. When all work contemplated under this Agreement is complete, and upon final payment all of the above data shall be delivered to the County Project Manager.

3.11 CONTRACTOR is registered with and will use the Department of Homeland Security's E-Verify system ([www.e-verify.gov](http://www.e-verify.gov)) to confirm the employment eligibility of all newly hired employees for the duration of this agreement, as required by Section 448.095, F.S. CONTRACTOR is also responsible for obtaining proof of E-Verify registration and utilization for all subcontractors.

#### **4. TERM; DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect for a period of two years, unless otherwise terminated by mutual consent of the parties hereto, or terminated pursuant to Section 8 "Termination", This Agreement may be extended for two additional one-year terms, by mutual consent of the parties.

#### **5. COMPENSATION**

Work Authorizations that are less than \$200,000.00 may not require a Public Construction Bond. COUNTY shall make only one payment for the entire amount of the related applicable Purchase Order after the terms of the related applicable Work Authorization have been fulfilled. Upon determination of satisfactory completion, the COUNTY Project Manager will authorize payment to be made. All payments for services shall be made to the CONTRACTOR by the COUNTY in accordance with the Local Government Prompt Payment Act, as may be amended from time to time (Section 218.70, Florida Statutes, et seq.).

#### **6. ADDITIONAL WORK**

6.1 If services in addition to the Services provided hereunder are required or desired by the County in connection with the Project, the COUNTY may, at the sole option of the COUNTY: separately obtain same outside of this Agreement; or request the CONTRACTOR to provide, either directly by the CONTRACTOR or by a subcontractor, such additional services by a new Purchase Order or by a written amendment to a specific Purchase Order.

#### **7. INSURANCE AND INDEMNIFICATION**

7.1 The Contractor shall not commence work until they have obtained all the insurance required under this section, and until such insurance has been approved by the County, nor shall the contractor allow any subcontractor to commence work until the subcontractor has obtained the insurance required for a contractor herein and such insurance has been approved unless the subcontractor's work is covered by the protections afforded by the Contractor's insurance.

7.2 The Contractor shall procure and maintain worker's compensation insurance to the extent required by law for all their employees to be engaged in work under this contract. In case any employees are to be engaged in hazardous work under this contract and are not protected under the worker's compensation statute, the Contractor shall provide adequate coverage for the protection of such employees.

7.3 The Contractor shall procure and maintain broad form commercial general liability



insurance (including contractual coverage) and commercial automobile liability insurance in amounts as specified in Request for Proposals 2025005. The County shall be an additional named insured on this insurance with respect to all claims arising out of the operations or work to be performed.

7.4 The Contractor shall furnish the County a certificate of insurance in a form acceptable to the County for the insurance required. Such certificate or an endorsement provided by the contractor must state that the County will be given thirty (30) days written notice prior to cancellation or material change in coverage. Copies of an endorsement-naming County as Additional Insured must accompany the Certificate of Insurance.

7.5 CONTRACTOR shall include all Subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

7.6 The COUNTY, by and through its Risk Manager, reserves the right periodically to review any and all policies of insurance and to reasonably adjust the limits of coverage required hereunder, from time to time throughout the term of this Agreement. In such event, the COUNTY shall provide the CONTRACTOR with separate written notice of such adjusted limits and CONTRACTOR shall comply within thirty (30) days of receipt thereof. The failure by CONTRACTOR to provide such additional coverage shall constitute a default by CONTRACTOR and shall be grounds for termination of this Agreement by the COUNTY.

7.7 The CONTRACTOR shall indemnify and hold harmless the COUNTY, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, arising out of or related to the negligence, recklessness, or intentionally wrongful conduct of the CONTRACTOR and other persons employed or utilized by the CONTRACTOR in the performance of this Agreement.

## **8. TERMINATION**

8.1 This Agreement may be terminated: (a) by the COUNTY, for any reason, upon thirty (30) days' prior written notice to the CONTRACTOR; or (b) by the CONTRACTOR, for any reason, upon thirty (30) days' prior written notice to the COUNTY; or (c) by the mutual Agreement of the parties; or d) as may otherwise be provided below. In the event of the termination of this Agreement, any liability of one party to the other arising out of any Services rendered, or for any act or event occurring prior to the termination, shall not be terminated or released.

8.2 In the event of termination by the COUNTY, the COUNTY's sole obligation to the CONTRACTOR shall be payment for those portions of satisfactorily completed work previously authorized by approved Work Order. Such payment shall be determined on the basis of the hours of work performed by the CONTRACTOR, or the percentage of work complete as estimated by the CONTRACTOR and agreed upon by the COUNTY up to the time of termination. In the event of such termination, the COUNTY may, without penalty or other obligation to the CONTRACTOR, elect to employ other persons to perform the same or similar services.

8.3 Termination for Cause The occurrence of any of the following shall constitute a default by CONTRACTOR and shall provide the COUNTY with a right to terminate this Contract in accordance with this Article, in addition to pursuing any other remedies which the COUNTY may have under this Contract or under law:

- (1) if in the COUNTY's opinion CONTRACTOR is improperly performing work or



violating any provision(s) of the Contract Documents;

(2) if CONTRACTOR neglects or refuses to correct defective work or replace defective parts or equipment, as directed by the Engineer pursuant to an inspection;

(3) if in the COUNTY's opinion CONTRACTOR's work is being unnecessarily delayed and will not be finished within the prescribed time;

(4) if CONTRACTOR assigns this Contract or any money accruing thereon or approved thereon; or

(5) if CONTRACTOR abandons the work, is adjudged bankrupt, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property.

(6) CONTRACTOR submits a false invoice to the COUNTY.

8.4 COUNTY shall, before terminating the Contract for any of the foregoing reasons, notify CONTRACTOR in writing of the grounds for termination and provide CONTRACTOR with ten (10) calendar days to cure the default to the reasonable satisfaction of the COUNTY. If the CONTRACTOR fails to correct or cure within the time provided, COUNTY may terminate this Contract by notifying CONTRACTOR in writing. Upon receiving such notification, CONTRACTOR shall immediately cease all work hereunder and shall forfeit any further right to possess or occupy the site or any materials thereon; provided, however, that the COUNTY may authorize CONTRACTOR to restore any work sites.

8.5 The CONTRACTOR shall be liable for:

(1) any new cost incurred by the COUNTY in soliciting bids or proposals for and letting a new contract; and

(2) the difference between the cost of completing the new contract and the cost of completing this Contract;

(3) any court costs and attorney's fees associated with any lawsuit undertaken by COUNTY to enforce its rights herein.

8.6 CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. COUNTY may terminate this Contract if CONTRACTOR, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes. CONTRACTOR certifies that it and those related entities of CONTRACTOR as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. COUNTY may terminate this agreement if CONTRACTOR is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes.

## **9. MISCELLANEOUS PROVISIONS**

9.1 Independent Contractor. It is specifically understood and acknowledged by the parties hereto that the CONTRACTOR or employees or subcontractors of the CONTRACTOR are in no way to be considered employees of the COUNTY, but are independent contractors performing solely under the terms of the Agreement and not otherwise.

9.2 Merger; Modification. This Agreement incorporates and includes all prior and

contemporaneous negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings of any nature whatsoever concerning the subject matter of the Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior or contemporaneous representations or agreements, whether oral or written. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by the CONTRACTOR and the COUNTY.

9.3 Governing Law; Venue. This Agreement, including all attachments hereto, shall be construed according to the laws of the State of Florida. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Agreement shall be in Indian River County, Florida, or, in the event of federal jurisdiction, in the United States District Court for the Southern District of Florida.

9.4 Remedies; No Waiver. All remedies provided in this Agreement shall be deemed cumulative and additional, and not in lieu or exclusive of each other or of any other remedy available to either party, at law or in equity. Each right, power and remedy of the parties provided for in this Agreement shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Agreement or now or hereafter existing at law or in equity or by statute or otherwise. The failure of either party to insist upon compliance by the other party with any obligation, or exercise any remedy, does not waive the right to so in the event of a continuing or subsequent delinquency or default. A party's waiver of one or more defaults does not constitute a waiver of any other delinquency or default. If any legal action or other proceeding is brought for the enforcement of this Agreement or because of an alleged dispute, breach, default, or misrepresentation in connection with any provisions of this Agreement, each party shall bear its own costs.

9.5 Severability. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable for the remainder of this Agreement, then the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

9.6 Availability of Funds. The obligations of the COUNTY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of County Commissioners of Indian River County.

9.7 No Pledge of Credit. The CONTRACTOR shall not pledge the COUNTY's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

9.8 Survival. Except as otherwise expressly provided herein, each obligation In this Agreement to be performed by CONTRACTOR shall survive the termination or expiration of this Agreement.

9.9 Construction. The headings of the sections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such sections. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the parties or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arm's-length so



that the judicial rule of construction to the effect that a legal document shall be construed against the draftsman shall be inapplicable to this Agreement.

9.10 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute but one and the same instrument.

9.11 Public Records Compliance. Indian River County is a public agency subject to Chapter 119, Florida Statutes. The Consultant shall comply with Florida's Public Records Law. Specifically, the Consultant shall:

- (1) Keep and maintain public records required by the County to perform the service.
- (2) Upon request from the County's Custodian of Public Records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.
- (4) Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the Consultant or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the County.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:**

**(772) 226-1424**

**[publicrecords@ircgov.com](mailto:publicrecords@ircgov.com)**

**Indian River County Office of the County Attorney  
1801 27<sup>th</sup> Street, Vero Beach, FL 32960**

Failure of the Consultant to comply with these requirements shall be a material breach of this Agreement.

9.12 Notices: Any notice, request, demand, consent, approval, or other communication required or permitted by this Agreement shall be given or made in writing and shall be served, as elected by the party giving such notice, by any of the following methods: (a) Hand delivery to the other party; (b) Delivery by commercial overnight courier service; or (c) Mailed by registered or certified mail (postage prepaid), return receipt requested at the addresses of the parties shown below:

Indian River County  
Attn: Duke Hawkins

1801 27th Street  
Vero Beach, FL 32960-3365

Contractor:

Notices shall be effective when received at the address as specified above. Facsimile transmission is acceptable notice effective when received, provided, however, that facsimile transmissions received (i.e., printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next day that is not a weekend day or a holiday. The original of the notice must additionally be mailed. Either party may change its address, for the purposes of this section, by written notice to the other party given in accordance with the provisions of this section.

9.13 Survival. Except as otherwise expressly provided herein, each obligation in this Agreement to be performed by CONTRACTOR shall survive the termination or expiration of this Agreement.

9.14 Construction. The headings of the sections of this Agreement are for the purpose of convenience only, and shall not be deemed to expand, limit, or modify the provisions contained in such Sections. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the party or parties may require. The parties hereby acknowledge and agree that each was properly represented by counsel and this Agreement was negotiated and drafted at arm's length so that the judicial rule of construction to the effect that a legal document shall be construed against the draftsperson shall be inapplicable to this Agreement.

9.15 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy and all of which shall constitute but one and the same instrument.

9.16 Sovereign Immunity. Nothing in this Agreement is intended to, or shall be interpreted to, constitute a waiver or limitation of the COUNTY's sovereign immunity.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the date first written above.

OWNER:

CONTRACTOR:

INDIAN RIVER COUNTY

COMPANY NAME

By: Susan Adams  
Susan Adams, Chairman

By: Brett Garman  
Name: Brett Garman  
Title: President

By: John A. Titkanich, Jr.  
John A. Titkanich, Jr., County Administrator



(Corporate Seal)

APPROVED AS TO FORM AND LEGAL  
SUFFICIENCY:

If CONTRACTOR is a corporation or  
partnership, attach evidence of authority to  
sign)

By: Jennifer W. Shuler  
Jennifer W. Shuler, County Attorney

Attest: 777  
Name: Ray Brady  
Title: Vice President

Ryan L. Butler, Clerk of Court and  
Comptroller

Attest: Randi Waudlow  
Deputy Clerk

(SEAL)

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g3

[Events](#) **No Name History**

## **Detail by Entity Name**

Florida Profit Corporation  
G3 CONTRACTING, INC.

### **Filing Information**

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<b>Event Date Filed</b>	05/18/2018
<b>Event Effective Date</b>	NONE

### **Principal Address**

431 COUNTY RD 415  
NEW SMYRNA BEACH, FL 32168

Changed: 07/28/2021

### **Mailing Address**

431 County Road 415  
NEW SMYRNA BEACH, FL 32168

Changed: 03/11/2019

### **Registered Agent Name & Address**

GARMON, BRETT  
431 County Road 415  
NEW SMYRNA BEACH, FL 32168

Name Changed: 05/18/2018

Address Changed: 04/25/2024

### **Officer/Director Detail**

#### **Name & Address**

Title President, Director

GARMON, BRETT  
431 County Road 415  
NEW SMYRNA BEACH, FL 32168

Title VP, Director

Breig, Jay Bryan  
921 SW PINE TREE LN  
PALM CITY, FL 34990





Company Name:

**G3 Contracting, Inc. DBA Industry Standard**

Item No.	Unit	Material Unit Price (Furnish only)	Unit Price to Install only	Total Unit Price (Furnish + Installation)
<b>SECTION A</b>				
A1	<b>Mobilization</b>			
	(a) Emergency Event	EA	\$ 4,200.00	
	(b) Non - Emergency Event	EA	\$ 2,000.00	
	(c) 100% Public Construction Bond - percent of project price	%	4.00%	
	(d) Confined Space Entry Compliance (per site)	LS	\$ 82.00	
	(e) Cost of Compliance with trench safety standards	LF	\$ 100.00	
	(f) Cost of Compliance with trench special shoring requirements	SF	\$ 45.00	
A2	<b>Traffic Control/NPDS compliance</b>			
	(a) Residential Street	LF	\$ 1.50	
	(b) Arterial Roadway	LF	\$ 2.50	
	(c) FDOT Roadway	LF	\$ 4.50	
	(d) Erosion Control/BMP	LF	\$ 80.00	
A3	<b>Video Documentation</b>			
	(a) Pre-Construction	LF	\$ 4.00	
A4	(b) Post-Construction Video	LF	\$ 3.00	
	<b>Water Main - PVC</b>			
	(a) 2-inch	LF	\$ 3.00	\$ 43.00 \$ 46.00
	(b) 4-inch	LF	\$ 9.57	\$ 69.43 \$ 79.00
	(c) 6-inch	LF	\$ 21.00	\$ 66.00 \$ 87.00
	(d) 8-inch	LF	\$ 36.00	\$ 54.00 \$ 90.00
	(e) 10-inch	LF	\$ 53.00	\$ 57.00 \$ 110.00
	(f) 12-inch	LF	\$ 75.00	\$ 60.00 \$ 135.00
	(g) 16-inch	LF		
	(h) 18-inch	LF		
	(i) 20-inch	LF		
A5	(j) 24-inch	LF		
	<b>Water Main - DIP Cement Lined Interior for Water Mains</b>			
	(a) 4-inch	LF	\$ 54.00	\$ 42.00 \$ 96.00
	(b) 6-inch	LF	\$ 42.00	\$ 42.00 \$ 84.00
	(c) 8-inch	LF	\$ 44.00	\$ 51.00 \$ 95.00
	(d) 10-inch	LF	\$ 65.00	\$ 125.00 \$ 190.00
	(e) 12-inch	LF	\$ 86.00	\$ 113.00 \$ 199.00
	(f) 16-inch	LF		
	(g) 18-inch	LF		

Item No.	Unit	Material Unit Price (Furnish only)	Unit Price to Install only	Total Unit Price (Furnish + Installation)
A6	(h) 20-inch	LF		
	<b>Sewer Pipe - DIP Epoxy Lined Interior for Sewer Force Mains</b>			
	(a) 4-inch	LF	\$ 53.00	\$ 52.00 \$ 105.00
	(b) 6-inch	LF	\$ 43.00	\$ 62.00 \$ 105.00
	(c) 8-inch	LF	\$ 55.00	\$ 60.00 \$ 115.00
	(d) 10-inch	LF	\$ 65.00	\$ 65.00 \$ 130.00
	(e) 12-inch	LF	\$ 88.00	\$ 117.00 \$ 205.00
	(f) 16-inch	LF		
	(g) 18-inch	LF		
	(h) 20-inch	LF		
A7	(i) 24-inch	LF		
	<b>DIP Pipe, Epoxy Lined Class 52, Flanged Joint</b>			
	(a) 4-inch	LF	\$ 228.00	\$ 200.00 \$ 428.00
	(b) 6-inch	LF	\$ 256.00	\$ 200.00 \$ 456.00
	(c) 8-inch	LF	\$ 330.00	\$ 220.00 \$ 550.00
	(d) 10-inch	LF	\$ 395.00	\$ 225.00 \$ 620.00
	(e) 12-inch	LF	\$ 489.00	\$ 234.00 \$ 723.00
A8	<b>PVC Gravity Sewer - 8 inch</b>			
	(a) 0'-6'	LF		
	(b) 6'-8'	LF		
	(c) 8'-10'	LF		
	(d) 10'-12'	LF		
A9	(e) 12'-14'	LF		
	<b>PVC Gravity Sewer - 10 inch</b>			
	(a) 0'-6'	LF		
	(b) 6'-8'	LF		
	(c) 8'-10'	LF		
A10	(d) 10'-12'	LF		
	(e) 12'-14'	LF		
	<b>Connect to Existing Pipe</b>			
	(a) (<12")	EA	\$ 1,000.00	\$ 2,000.00 \$ 3,000.00
	(b) (>=12")	EA	\$ 1,500.00	\$ 4,000.00 \$ 5,500.00
A11	<b>Precast Concrete Manhole-Lined</b>			
	(a) 0'-6'	EA		
	(b) 6'-8'	EA		



Item No.	Unit	Material Unit Price (Furnish only)	Unit Price to Install only	Total Unit Price (Furnish + Installation)
	(c) 8'-10'	EA		
	(d) 10'-12'	EA		
	(e) 12'-14'	EA		
	<b>Precast Concrete Manhole-Unlined</b>			
A12	(a) 0'-6'	EA		
	(b) 6'-8'	EA		
	(c) 8'-10'	EA		
	(d) 10'-12'	EA		
	(e) 12'-14'	EA		
A13	<b>Mechanical Joint Bell Restraints-PVC</b>			
	(a) 2-inch	EA	\$ 70.00	\$ 300.00
	(b) 4-inch	EA	\$ 75.00	\$ 325.00
	(c) 6-inch	EA	\$ 80.00	\$ 420.00
	(d) 8-inch	EA	\$ 140.00	\$ 420.00
	(e) 10-inch	EA	\$ 260.00	\$ 450.00
	(f) 12-inch	EA	\$ 300.00	\$ 410.00
	(g) 16-inch	EA		
	(h) 18-inch	EA		
	(i) 20-inch	EA		
	(j) 24-inch	EA		
	<b>Mechanical Joint Bell Restraints-Ductile Iron</b>			
A14	(a) 2-inch	EA	\$ 65.00	\$ 200.00
	(b) 4-inch	EA	\$ 200.00	\$ 200.00
	(c) 6-inch	EA	\$ 270.00	\$ 200.00
	(d) 8-inch	EA	\$ 380.00	\$ 200.00
	(e) 10-inch	EA	\$ 600.00	\$ 350.00
	(f) 12-inch	EA	\$ 735.00	\$ 400.00
	(g) 16-inch	EA		
	(h) 18-inch	EA		
	(i) 20-inch	EA		
	(j) 24-inch	EA		

Item No.		Unit	Material Unit Price (Furnish only)	Unit Price to Install only	Total Unit Price (Furnish + Installation)
A15	Ductile Iron Fittings (C-153 Compact Fittings)				
	(a) Interior Cement Lined	TN	\$ 8,800.00	\$ 4,000.00	\$ 12,800.00
	(b) Interior Cement Lined and Exterior Fusion Bonded Epoxy Coated	TN	\$ 23,800.00	\$ 4,000.00	\$ 27,800.00
	(c) Interior Epoxy Coated	TN	\$ 23,800.00	\$ 5,000.00	\$ 28,800.00
A16	Fitting Restraint (Per one (1) unit)				
	(a) 4-inch	EA	\$ 68.00	\$ 100.00	\$ 168.00
	(b) 6-inch	EA	\$ 85.00	\$ 120.00	\$ 205.00
	(c) 8-inch	EA	\$ 113.00	\$ 120.00	\$ 233.00
	(d) 10-inch	EA	\$ 200.00	\$ 150.00	\$ 350.00
	(e) 12-inch	EA	\$ 210.00	\$ 200.00	\$ 410.00
	(f) 16-inch	EA			
	(g) 18-inch	EA			
	(h) 20-inch	EA			
	(i) 24-inch	EA			
	A17	Fitting Restraint - Stainless Steel Hardware (one (1) per unit)			
(a) 4-inch		EA	\$ 80.00	\$ 100.00	\$ 180.00
(b) 6-inch		EA	\$ 100.00	\$ 120.00	\$ 220.00
(c) 8-inch		EA	\$ 135.00	\$ 120.00	\$ 255.00
(d) 10-inch		EA	\$ 235.00	\$ 150.00	\$ 385.00
(e) 12-inch		EA	\$ 250.00	\$ 200.00	\$ 450.00
(f) 16-inch		EA			
(g) 18-inch		EA			
(h) 20-inch		EA			
(i) 24-inch		EA			
A18		Tapping Sleeve and Valve (pressure test & tap included)			
	(a) 6"x6"	EA	\$ 3,700.00	\$ 9,500.00	\$ 13,200.00
	(b) 8"x6"	EA	\$ 3,800.00	\$ 9,500.00	\$ 13,200.00
	(c) 8"x8"	EA	\$ 5,100.00	\$ 9,500.00	\$ 14,600.00
	(d) 10"x6"	EA	\$ 4,000.00	\$ 11,000.00	\$ 15,000.00
	(e) 10"x8"	EA	\$ 5,400.00	\$ 11,000.00	\$ 16,400.00
	(f) 12"x6"	EA	\$ 4,500.00	\$ 11,700.00	\$ 16,200.00
	(g) 12"x8"	EA	\$ 5,850.00	\$ 11,700.00	\$ 17,550.00
	(h) 12"x12"	EA	\$ 11,000.00	\$ 11,700.00	\$ 22,700.00
	(i) 16"x6"	EA	\$ 7,500.00	\$ 18,500.00	\$ 26,000.00
	A19	Resilient Seat Gate Valve Assemblies			
(a) 2-inch		EA	\$ 1,550.00	\$ 1,100.00	\$ 2,650.00
	(b) 4-inch	EA	\$ 2,103.00	\$ 1,100.00	\$ 3,203.00



Item No.	Unit	Material Unit Price (Furnish only)	Unit Price to Install only	Total Unit Price (Furnish + Installation)
	(c) 6-inch	EA \$ 2,235.00	\$ 1,200.00	\$ 3,435.00
	(d) 8-inch	EA \$ 3,000.00	\$ 1,500.00	\$ 4,500.00
	(e) 10-inch	EA \$ 4,640.00	\$ 3,000.00	\$ 7,640.00
	(f) 12-inch	EA \$ 5,688.00	\$ 4,000.00	\$ 9,688.00
	(g) 16-inch	EA		
A20	<b>Eccentric Plug Valve Assemblies</b>			
	(a) 6-inch	EA \$ 2,023.00	\$ 1,100.00	\$ 3,123.00
	(b) 8-inch	EA \$ 3,200.00	\$ 1,500.00	\$ 4,700.00
	(c) 12-inch	EA \$ 6,300.00	\$ 4,000.00	\$ 10,300.00
	(d) 16-inch	EA		
	(e) 18-inch	EA		
	(f) 24-inch	EA		
A21	<b>Butterfly Valve Assemblies</b>			
	(a) 12-inch	EA		
	(b) 16-inch	EA		
	(c) 18-inch	EA		
	(d) 20-inch	EA		
A22	<b>Ball Valve Assemblies</b>			
	(a) 3/4-inch	EA \$ 488.00	\$ 200.00	\$ 688.00
	(b) 1-inch	EA \$ 511.00	\$ 200.00	\$ 711.00
	(c) 1 1/4-inch	EA \$ 595.00	\$ 200.00	\$ 795.00
	(d) 1 1/2-inch	EA \$ 654.00	\$ 200.00	\$ 854.00
	(e) 1 3/4-inch	EA \$ 810.00	\$ 200.00	\$ 1,010.00
	(f) 2-inch	EA \$ 810.00	\$ 200.00	\$ 1,010.00
A23	<b>Check Valve Assemblies</b>			
	(a) 2-inch	EA \$ 1,309.00	\$ 1,100.00	\$ 2,409.00
	(b) 4-inch	EA \$ 1,700.00	\$ 1,100.00	\$ 2,800.00
	(c) 6-inch	EA \$ 2,260.00	\$ 1,200.00	\$ 3,460.00
	(d) 8-inch	EA \$ 3,350.00	\$ 1,500.00	\$ 4,850.00
	(e) 12-inch	EA \$ 7,800.00	\$ 3,600.00	\$ 11,400.00
	(f) 16-inch	EA		
	(g) 18-inch	EA		
A24	(h) 20-inch	EA		
	<b>Sanitary Sewer Services (constructed with new gravity sewer)</b>			
	(a) 0'-6' (single)	EA		
	(b) 0'-6' (double)	EA		
	(c) 6'-Over (single)	EA		

Item No.		Unit	Material Unit Price (Furnish only)	Unit Price to Install only	Total Unit Price (Furnish + Installation)
A25	(d) 6'-Over (double)	EA			
	<b>6" Sanitary Sewer Services - Additional Footage</b>				
	(a) 0'-6'	LF	\$ 22.00	\$ 100.00	\$ 122.00
A26	(b) 6'-Over	LF	\$ 22.00	\$ 120.00	\$ 142.00
	<b>Sanitary Sewer Services (constructed on existing sewer lines)</b>				
	(a) 0'-6' (single)	EA	\$ 1,050.00	\$ 10,950.00	\$ 12,000.00
	(b) 0'-6' (double)	EA	\$ 1,250.00	\$ 13,750.00	\$ 15,000.00
	(c) 6'-Over (single)	EA	\$ 1,300.00	\$ 11,200.00	\$ 12,500.00
A27	(d) 6'-Over (double)	EA	\$ 1,700.00	\$ 11,800.00	\$ 13,500.00
	<b>Sanitary Sewer Cleanouts (to existing sanitary sewer laterals)</b>				
	(a) 0'-6' (4")	EA	\$ 600.00	\$ 2,600.00	\$ 3,200.00
	(b) 6'-Over (4")	EA	\$ 610.00	\$ 3,190.00	\$ 3,800.00
	(c) 0'-6' (6")	EA	\$ 690.00	\$ 3,110.00	\$ 3,800.00
A28	(d) 6'-Over (6")	EA	\$ 710.00	\$ 3,390.00	\$ 4,100.00
	<b>Cleanout Ring and Cover (constructed on new or existing cleanouts)</b>				
		EA	\$ 250.00	\$ 450.00	\$ 700.00
A29	<b>Water Services</b>				
	(a) 1-inch (single short)	EA	\$ 1,250.00	\$ 3,000.00	\$ 4,250.00
	(b) 1-inch (single long)	EA	\$ 1,250.00	\$ 3,000.00	\$ 4,250.00
	(c) 1-inch (double short)	EA	\$ 2,975.00	\$ 3,000.00	\$ 5,975.00
	(d) 1-inch (double long)	EA	\$ 2,975.00	\$ 3,000.00	\$ 5,975.00
	(e) 2-inch (single short)	EA	\$ 3,500.00	\$ 3,000.00	\$ 6,500.00
	(f) 2-inch (single long)	EA	\$ 3,570.00	\$ 3,000.00	\$ 6,570.00
	(g) 2-inch (double short)	EA	\$ 3,800.00	\$ 3,000.00	\$ 6,800.00
	(h) 2-inch (double long)	EA	\$ 3,900.00	\$ 3,000.00	\$ 6,900.00
A30	<b>Water Services - Horizontally Drilled</b>				
	(a) 1-inch (single short)	EA			
	(b) 1-inch (single long)	EA			
	(c) 1-inch (double short)	EA			
	(d) 1-inch (double long)	EA			
	(e) 2-inch (single short)	EA			
	(f) 2-inch (single long)	EA			
	(g) 2-inch (double short)	EA			
	(h) 2-inch (double long)	EA			
A31	<b>Water Services Additional Footage</b>				
	(a) 1-inch HDPE Water Service	LF	\$ 2.10	\$ 200.00	\$ 202.10
	(b) 2-inch HDPE Water Service	LF	\$ 12.50	\$ 200.00	\$ 212.50
A32	<b>Blow-off Assembly</b>	EA	\$ 2,600.00	\$ 2,000.00	\$ 4,600.00



Item No.		Unit	Material Unit Price (Furnish only)	Unit Price to Install only	Total Unit Price (Furnish + Installation)
A33	<b>Fire Hydrant Assembly (constructed on existing water main)</b>	EA	\$ 7,380.00	\$ 4,500.00	\$ 11,880.00
A34	<b>Bacteriological Sample Point</b>	EA	\$ 500.00	\$ 280.00	\$ 780.00
A35	<b>2" Manual Air Release Valve</b>	EA	\$ 2,500.00	\$ 6,000.00	\$ 8,500.00
A36	<b>2" Automatic Air Release Valve</b>	EA	\$ 3,000.00	\$ 5,500.00	\$ 8,500.00
A37	<b>Dewatering</b>				
	(a) 0'-6'	LF		\$ 199.00	\$ 199.00
	(b) 6'-12'	LF		\$ 299.00	\$ 299.00
	(c) 12'-18'	LF		\$ 850.00	\$ 850.00
A38	<b>Remove Pressure Pipe</b>				
	(a) 3-inch	LF		\$ 50.00	\$ 50.00
	(b) 4-inch	LF		\$ 60.00	\$ 60.00
	(c) 6-inch	LF		\$ 60.00	\$ 60.00
	(d) 8-inch	LF		\$ 65.00	\$ 65.00
	(e) 10-inch	LF		\$ 70.00	\$ 70.00
	(f) 12-inch	LF		\$ 80.00	\$ 80.00
	(g) 16-inch	LF			
A39	<b>Grout and Abandon Pressure Pipe</b>				
	(a) 3-inch	LF		\$ 18.00	\$ 18.00
	(b) 4-inch	LF		\$ 20.00	\$ 20.00
	(c) 6-inch	LF		\$ 22.00	\$ 22.00
	(d) 8-inch	LF		\$ 24.00	\$ 24.00
	(e) 10-inch	LF		\$ 26.00	\$ 26.00
	(f) 12-inch	LF		\$ 28.00	\$ 28.00
	(g) 14-inch	LF		\$ 29.00	\$ 29.00
	(h) 16-inch	LF		\$ 32.00	\$ 32.00
	(i) 18-inch	LF		\$ 35.00	\$ 35.00
	(j) 20-inch	LF		\$ 38.00	\$ 38.00
	(k) 22-inch	LF		\$ 45.00	\$ 45.00
	(l) 24-inch	LF		\$ 55.00	\$ 55.00
A40	<b>Remove Sanitary Sewer Main</b>				
	(a) 8-inch	LF		\$ 89.00	\$ 89.00
	(b) 10-inch	LF		\$ 120.00	\$ 120.00
	(c) 12-inch	LF		\$ 130.00	\$ 130.00
	(d) 18-inch	LF			
	(e) 24-inch	LF			
A41	<b>Grout and Abandon Sanitary Sewer Main</b>				
	(a) 8-inch	LF		\$ 25.00	\$ 25.00

Item No.	Unit	Material Unit Price (Furnish only)	Unit Price to Install only	Total Unit Price (Furnish + Installation)
	(b) 10-inch	LF	\$ 28.00	\$ 28.00
	(c) 12-inch	LF	\$ 30.00	\$ 30.00
	(d) 18-inch	LF	\$ 42.00	\$ 42.00
	(e) 24-inch	LF	\$ 50.00	\$ 50.00
A42	<b>Remove Sanitary Sewer Manhole</b>			
	(a) 0'-6'	EA		
	(b) 6'-8'	EA		
	(c) 8'-10'	EA		
	(d) 10'-12'	EA		
	(e) 12'-14'	EA		
A43	<b>Outside drop on Manhole</b>			
	(a) 6'-8'	EA		
	(b) 8'-10'	EA		
	(c) 10'-12'	EA		
A44	<b>2" Jumper Connection</b>	EA	\$ 3,000.00	\$ 4,500.00
A45	<b>Asbestos Pipe Abatement</b>			
	(a) 6-inch	LF		
	(b) 8-inch	LF		
	(c) 10-inch	LF		
	(d) 12-inch	LF		
	(e) 16-inch	LF		
A46	<b>Root Barrier</b>	LF	\$ 32.00	\$ 13.00
A47	<b>Schedule 40 PVC Casing Pipe</b>			
	(a) 4-inch	LF	\$ 4.20	\$ 45.00
	(b) 6-inch	LF	\$ 7.90	\$ 45.00
	(c) 8-inch	LF	\$ 12.40	\$ 60.00
	(d) 10-inch	LF		
	(e) 12-inch	LF		
	(f) 14-inch	LF		
	(g) 16-inch	LF		
	(h) 18-inch	LF		
	(i) 20-inch	LF		
	(j) 22-inch	LF		



Item No.	Unit	Material Unit Price (Furnish only)	Unit Price to Install only	Total Unit Price (Furnish + Installation)
(k) 24-inch	LF			
<b>A48 Steel casing</b>				
(a) 4-inch	LF			
(b) 6-inch	LF			
(c) 8-inch	LF			
(d) 10-inch	LF			
(e) 12-inch	LF			
(f) 14-inch	LF			
(g) 16-inch	LF			
(h) 18-inch	LF			
(i) 20-inch	LF			
(j) 22-inch	LF			
(k) 24-inch	LF			

**SECTION B - Restoration**

**B1 Pavement Repair and Replacement**

	(a) Asphalt Road	SY		\$	310.00	\$	310.00	
	(b) Asphalt Driveway	SY		\$	330.00	\$	330.00	
	(c) Asphalt Millings	SY		\$	295.00	\$	295.00	
	(d) Asphalt overlay	SY		\$	282.00	\$	282.00	
	(e) Add. S-3 Asphalt	Ton		\$	390.00	\$	390.00	
	(f) Cold Mix Asphalt	Ton		\$	295.00	\$	295.00	
	(g) Concrete Driveway (6")	SY		\$	250.00	\$	250.00	
	(h) Concrete Sidewalk (4")	SY		\$	215.00	\$	215.00	
	(i) Concrete Curb							
	1. Curb and Gutter	LF		\$	85.00	\$	85.00	
	2. 'D' Curb	LF		\$	75.00	\$	75.00	
	(j) Thermoplastic Striping (Yellow) FDOT Spec.	LF		\$	60.00	\$	60.00	
	(k) Thermoplastic Striping (White) FDOT Spec.	LF		\$	60.00	\$	60.00	
	(l) Concrete Driveway Paver Block	SY		\$	210.00	\$	210.00	
	(m) Lime rock Driveway	SY	\$	40.00	\$	80.00	\$	120.00
	(n) Asphalt sidewalk	SY		\$	310.00	\$	310.00	
B2	Milling Asphalt	SY		\$	189.00	\$	189.00	
B3	Coquina Rock Base	CY	\$	75.00	\$	80.00	\$	155.00
B4	Flowable Fill							
	(a) 0 - 4 cy (include short load fees)	CY		\$	675.00	\$	675.00	
	(b) 4 - 8 cy (include short load fees)	CY		\$	675.00	\$	675.00	

Item No.	Unit	Material Unit Price (Furnish only)	Unit Price to Install only	Total Unit Price (Furnish + Installation)
(c) > 8cy	CY		\$ 650.00	\$ 650.00
<b>B5 Miscellaneous Materials</b>				
(a) Sand	CY	\$ 30.00	\$ 80.00	\$ 110.00
(b) Fill	CY	\$ 45.00	\$ 80.00	\$ 125.00
(c) #57 Rock	CY	\$ 40.00	\$ 80.00	\$ 120.00
(d) Shell Rock	CY	\$ 40.00	\$ 80.00	\$ 120.00
(e) Suremix Concrete 80#	Bag	\$ 9.50	\$ 80.00	\$ 89.50
<b>B6 Sod Replacement</b>				
(a) Bahia	SY	\$ 4.30	\$ 1.50	\$ 5.80
(b) Floratam	SY	\$ 5.90	\$ 1.60	\$ 7.50
<b>B7 Seed and Mulch</b>	SY	\$ 2.50	\$ 2.00	\$ 4.50

**SECTION C - High Density Polyethylene Piping & Horizontal Directional Boring**

<b>C1 High Density Polyethylene Pipe (HDPE)-Trench</b>				
(a) 2-inch	LF	\$ 3.00	\$ 48.00	\$ 51.00
(b) 4-inch	LF	\$ 7.20	\$ 55.00	\$ 62.20
(c) 6-inch	LF	\$ 12.00	\$ 70.00	\$ 82.00
(d) 8-inch	LF	\$ 19.00	\$ 75.00	\$ 94.00
(e) 12-inch	LF	\$ 25.00	\$ 95.00	\$ 120.00
(f) 16-inch	LF			
(g) 18-inch	LF			
(h) 20-inch	LF			
(i) 24-inch	LF			
<b>C2 Horizontal Directional Boring (HDPE)-HDD</b>				
(a) 6-inch	LF	\$ 12.00	\$ 50.00	\$ 62.00
(b) 8-inch	LF	\$ 19.00	\$ 68.00	\$ 87.00
(c) 12-inch	LF	\$ 25.00	\$ 130.00	\$ 155.00
(d) 16-inch	LF	\$ 68.00	\$ 195.00	\$ 263.00
(e) 18-inch	LF	\$ 88.00	\$ 230.00	\$ 318.00
(f) 20-inch	LF	\$ 110.00	\$ 390.00	\$ 500.00
(g) 24-inch	LF	\$ 155.00	\$ 585.00	\$ 740.00
<b>C3 Horizontally Directional Drilled-PVC Driveway Bores</b>				
(a) 20-foot length				
1. 4-inch	EA	\$ 210.00	\$ 7,000.00	\$ 7,210.00
2. 6-inch	EA	\$ 380.00	\$ 7,300.00	\$ 7,680.00
3. 8-inch	EA	\$ 650.00	\$ 8,100.00	\$ 8,750.00
4. 12-inch	EA	\$ 1,370.00	\$ 10,500.00	\$ 11,870.00



Item No.	Unit	Material Unit Price (Furnish only)	Unit Price to Install only	Total Unit Price (Furnish + Installation)
(b) 40-foot length				
1. 4-inch	EA	\$ 420.00	\$ 8,800.00	\$ 9,220.00
2. 6-inch	EA	\$ 760.00	\$ 9,000.00	\$ 9,760.00
3. 8-inch	EA	\$ 1,300.00	\$ 10,500.00	\$ 11,800.00
4. 12-inch	EA	\$ 2,740.00	\$ 12,500.00	\$ 15,240.00
(c) 60-foot length				
1. 4-inch	EA	\$ 630.00	\$ 10,500.00	\$ 11,130.00
2. 6-inch	EA	\$ 1,140.00	\$ 11,000.00	\$ 12,140.00
3. 8-inch	EA	\$ 1,950.00	\$ 12,500.00	\$ 14,450.00
4. 12-inch	EA	\$ 4,110.00	\$ 15,000.00	\$ 19,110.00

**SECTION D - Time and Materials Rates (TO BE USED ON T&M ORDERS ONLY)**

D1	Equipment Hourly Rates				
	(a) Trackhoe (specify model)	HR		\$ 200.00	\$ 200.00
	1. (medium)	HR		\$ 210.00	\$ 210.00
	2. (large)	HR		\$ 180.00	\$ 180.00
	(b) Combination Backhoe	HR		\$ 105.00	\$ 105.00
	(c) Front end Loader	HR			
	(d) Grader	HR			
	(e) Dump Truck (9 CY)	HR		\$ 75.00	\$ 75.00
	(f) Tandem Dump Truck (18 CY)	HR		\$ 195.00	\$ 195.00
	(g) Forklift	HR		\$ 60.00	\$ 60.00
	(h) Crew Truck with hand tools	HR		\$ 130.00	\$ 130.00
	(i) Trash Pump 3"	HR		\$ 30.00	\$ 30.00
	(j) Trash Pump 2"	HR		\$ 30.00	\$ 30.00
	(k) Walk behind Vibrating Roller	HR		\$ 35.00	\$ 35.00
	(l) Gradall	HR			
	(m) Roller	HR		\$ 60.00	\$ 60.00
	(n) Cement Mixer	HR		\$ 15.00	\$ 15.00
	(o) Box Blade	HR		\$ 60.00	\$ 60.00
	(p) Water Truck	HR		\$ 150.00	\$ 150.00
	(q) 1000 gpm sump pump	HR		\$ 220.00	\$ 220.00
	(r) 1500 gpm sump pump	HR		\$ 220.00	\$ 220.00
D2	Crew Hourly Rates				
	(a) Crew Man	HR		\$ 65.00	\$ 65.00
	(b) Foreman	HR		\$ 100.00	\$ 100.00
	(c) Supervisor	HR		\$ 120.00	\$ 120.00
	(d) 3 man crew includes 1 supervisor	HR		\$ 315.00	\$ 315.00

Item No.	Unit	Material Unit Price (Furnish only)	Unit Price to Install only	Total Unit Price (Furnish + Installation)
D3	(e) 4 man crew includes 1 supervisor	HR	\$ 380.00	\$ 380.00
	(f) 5 man crew includes 1 supervisor	HR	\$ 445.00	\$ 445.00
	<b>Overtime Crew Hourly Rates</b>			
	(a) Crew Man	HR	\$ 97.00	\$ 97.00
	(b) Foreman	HR	\$ 150.00	\$ 150.00
	(c) Supervisor	HR	\$ 180.00	\$ 180.00
D4	(d) 3 man crew includes 1 supervisor	HR	\$ 472.00	\$ 472.00
	(e) 4 man crew includes 1 supervisor	HR	\$ 570.00	\$ 570.00
	(f) 5 man crew includes 1 supervisor	HR	\$ 668.00	\$ 668.00
	<b>Nighttime Crew Hourly Rates</b>			
	(a) Crew Man	HR	\$ 97.00	\$ 97.00
	(b) Foreman	HR	\$ 150.00	\$ 150.00
	(c) Supervisor	HR	\$ 180.00	\$ 180.00
	(d) 3 man crew includes 1 supervisor	HR	\$ 472.00	\$ 472.00
	(e) 4 man crew includes 1 supervisor	HR	\$ 570.00	\$ 570.00
	(f) 5 man crew includes 1 supervisor	HR	\$ 668.00	\$ 668.00

**Section E: Lift Station**

E1	<b>Operational</b>								
	(b) 4-inch Bypass Pumping Setup and Operation	DAY		\$ 550.00	\$ 550.00				
	(c) 6-inch Bypass Pumping Setup and Operation	DAY		\$ 720.00	\$ 720.00				
	(c) 12-inch Bypass Pumping Setup and Operation	DAY		\$ 1,150.00	\$ 1,150.00				
	<b>Electrical</b>								
	(a) Duplex Motor Control Panel, 3 – 5 HP, Single Phase, 240 Volts	EA	\$ 38,400.00	\$ 17,000.00	\$ 55,400.00				
E2	(b) Duplex Motor Control Panel, 3 – 10 HP, Three Phase, 240 Volts	EA	\$ 38,700.00	\$ 18,000.00	\$ 56,700.00				
	(c) Duplex Motor Control Panel, 5 – 10 HP, Three Phase, 480 Volts	EA	\$ 48,300.00	\$ 20,000.00	\$ 68,300.00				
	(d) Duplex Motor Control Panel, 15 – 25 hp, Three Phase, 480 Volts w/ Soft Starts	EA	\$ 54,000.00	\$ 24,500.00	\$ 78,500.00				
	(e) Duplex Motor Control Panel, 30 – 100 hp, Three Phase, 480 Volts w/Soft Starts	EA	\$ 89,900.00	\$ 29,000.00	\$ 118,900.00				
	(f) Install Meter Can & Disconnect	EA	\$ 7,000.00	\$ 3,800.00	\$ 10,800.00				
E3	<b>Plug Valve</b>								
	(a) Lever Operated, Flanged Joint (4-inch)	EA	\$ 1,200.00	\$ 1,100.00	\$ 2,300.00				
	(b) Hand Wheel, Flanged Joint								
	1. 4-inch	EA	\$ 1,200.00	\$ 1,100.00	\$ 2,300.00				
	2. 6-inch	EA	\$ 1,550.00	\$ 1,200.00	\$ 2,750.00				
	3. 8-inch	EA	\$ 1,850.00	\$ 1,500.00	\$ 3,350.00				
	4. 10-inch	EA	\$ 5,400.00	\$ 3,000.00	\$ 8,400.00				
	5. 12-inch	EA	\$ 5,800.00	\$ 4,000.00	\$ 9,800.00				



Item No.		Unit	Material Unit Price (Furnish only)	Unit Price to Install only	Total Unit Price (Furnish + Installation)
E4	<b>Stainless Steel Pipe Support Stands w/ST STL Anchors (max 36" height)</b>				
	(a) 2-inch Diameter	EA	\$ 1,400.00	\$ 350.00	\$ 1,750.00
	(b) 3-inch Diameter	EA	\$ 1,400.00	\$ 350.00	\$ 1,750.00
	(c) 4-inch Diameter	EA	\$ 1,400.00	\$ 350.00	\$ 1,750.00
E5	<b>Check Valve, Outside Weight, Flanged Joint</b>				
	(a) 4-inch	EA	\$ 1,620.00	\$ 1,200.00	\$ 2,820.00
	(b) 6-inch	EA	\$ 2,300.00	\$ 1,300.00	\$ 3,600.00
	(c) 8-inch	EA	\$ 3,350.00	\$ 1,600.00	\$ 4,950.00
	(d) 10-inch	EA	\$ 5,200.00	\$ 3,000.00	\$ 8,200.00
	(e) 12-inch	EA	\$ 7,700.00	\$ 4,100.00	\$ 11,800.00
E6	<b>Canlock Emergency Pump Connection &amp; Cap</b>				
	(a) 4-inch	EA	\$ 380.00	\$ 1,200.00	\$ 1,580.00
	(b) 6-inch	EA	\$ 490.00	\$ 1,400.00	\$ 1,890.00
E7	<b>HDPE Vertical Discharge Piping, Fittings &amp; Flange Adapters</b>				
	(a) 4-inch	EA	\$ 1,300.00	\$ 6,900.00	\$ 8,200.00
	(b) 6-inch	EA	\$ 1,600.00	\$ 8,200.00	\$ 9,800.00
	(c) 8-inch	EA	\$ 2,900.00	\$ 8,000.00	\$ 10,900.00
	(d) 10-inch	EA	\$ 3,500.00	\$ 8,000.00	\$ 11,500.00
	(e) 12-inch	EA	\$ 5,900.00	\$ 8,600.00	\$ 14,500.00
E8	<b>316 Stainless-Steel Horizontal Support Bracket for Discharge Piping</b>				
	(a) 4-inch	EA	\$ 1,600.00	\$ 400.00	\$ 2,000.00
	(b) 6-inch	EA	\$ 1,600.00	\$ 400.00	\$ 2,000.00
	(c) 8-inch	EA	\$ 1,650.00	\$ 430.00	\$ 2,080.00
	(d) 10-inch	EA	\$ 1,700.00	\$ 490.00	\$ 2,190.00
	(e) 12-inch	EA	\$ 1,800.00	\$ 550.00	\$ 2,350.00
E9	<b>Support</b>				
	<b>Pump Discharge Base, Including Anchors</b>				
	(a) 4-inch	EA	\$ 1,700.00	\$ 1,800.00	\$ 3,500.00
	(b) 6-inch	EA	\$ 1,950.00	\$ 2,000.00	\$ 3,950.00
	(c) 8-inch	EA	\$ 2,700.00	\$ 2,500.00	\$ 5,200.00
	(d) 10-inch	EA	\$ 5,800.00	\$ 2,900.00	\$ 8,700.00
E10	<b>Epoxy Coated &amp; Lined Reducer</b>				
	(a) 4"x6"	EA	\$ 800.00	\$ 450.00	\$ 1,250.00
	(b) 6"x8"	EA	\$ 1,200.00	\$ 450.00	\$ 1,650.00
E11	<b>316 Stainless Steel SCH 40 Pump Guide Rails</b>				
	(a) 2-inch	VF	\$ 32.50	\$ 20.00	\$ 52.50
	(b) 3-inch	VF	\$ 68.00	\$ 22.00	\$ 90.00



Item No.		Unit	Material Unit Price (Furnish only)	Unit Price to Install only	Total Unit Price (Furnish + Installation)
E12	<b>316 Stainless Steel Guide Rail Upper Support Brackets w/ Hook</b>				
	(a) 2-inch	EA	\$ 210.00	\$ 250.00	\$ 460.00
	(b) 3-inch	EA	\$ 295.00	\$ 250.00	\$ 545.00
E13	<b>316 Stainless Steel Guide Rail Intermediate Support Brackets</b>				
	(a) 2-inch	EA	\$ 275.00	\$ 400.00	\$ 675.00
	(b) 3-inch	EA	\$ 535.00	\$ 400.00	\$ 935.00
E14	<b>316 Stainless Steel Cable Hanger Brackets</b>				
	(a) 4 hook	EA	\$ 140.00	\$ 350.00	\$ 490.00
	(b) 6 hook	EA	\$ 240.00	\$ 400.00	\$ 640.00
<b>Maintenance</b>					
E15	<b>Hydroblast Interior Surfaces (per square foot)</b>				
	(a) Manhole	SF		\$ 5.50	\$ 5.50
	(b) Wet Well	SF		\$ 5.50	\$ 5.50
E16	<b>Sand Blast Interior Surfaces</b>				
	(a) Manhole	SF		\$ 12.00	\$ 12.00
	(b) Wet Well	SF		\$ 12.00	\$ 12.00
E17	<b>Valve Vault Coating (per IRCBUS Utility Spec)</b>				
	(c) Valve Vault	SF		\$ 12.00	\$ 12.00
	Valve Vault Coating (per IRCBUS Utility Spec)	SF		\$ 12.00	\$ 12.00
E18	<b>Lining/Coating</b>				
	(a) Manhole	SF		\$ 28.00	\$ 28.00
	(b) Wet Well	SF		\$ 28.00	\$ 28.00
E19	<b>Cast in Place Concrete - Repair Existing Structure (max 6' depth)</b>				
	(c) Valve Vault	SF		\$ 27.00	\$ 27.00
	Cast in Place Concrete - Repair Existing Structure (max 6' depth)	CF		\$ 33.00	\$ 33.00
E20	Hydraulic Cement Grouting & Repair - Existing Structure	SF		\$ 15.00	\$ 15.00
E21	Pressure Washing	SF		\$ 5.50	\$ 5.50
<b>Coverings</b>					
E22	<b>Aluminium Hatch Cover &amp; Frame, H20 Load w/ 316 ST STL Hardware</b>				
	(a) 36" x 46"	EA	\$ 3,900.00		\$ 3,900.00
	(b) 48" x 60"	EA	\$ 6,200.00		\$ 6,200.00
	(c) 48" x 72"	EA	\$ 9,000.00		\$ 9,000.00
	(d) 54" x 60"	EA	\$ 8,500.00		\$ 8,500.00
	(e) 64" x 72"	EA	\$ 13,000.00		\$ 13,000.00
	(f) 60" x 72"	EA	\$ 12,000.00		\$ 12,000.00
	(g) 72" x 84"	EA	\$ 15,000.00		\$ 15,000.00
	Dip J- Vent w/ Riser & ST STL Bug Screen				
E23	(a) 4-inch	EA	\$ 2,750.00	\$ 2,250.00	\$ 5,000.00

Item No.		Unit	Material Unit Price (Furnish only)	Unit Price to Install only	Total Unit Price (Furnish + Installation)
E24	(b) 6-inch	EA	\$ 3,725.00	\$ 2,250.00	\$ 6,000.00
	Dia USF 240 Manhole Ring, Frame & Lid				
	(a) 32-inch	EA	\$ 750.00	\$ 1,800.00	\$ 2,550.00
	(b) 36-inch	EA	\$ 1,600.00	\$ 2,500.00	\$ 4,100.00
	(c) 50-inch	EA	\$ 4,000.00	\$ 3,400.00	\$ 7,400.00
Appurtenances					
E25	Driven Metal Sheet Piling				
	(a) up to 10-foot depth	LF		\$ 390.00	\$ 390.00
	(b) up to 20-foot depth	LF			
E26	Structural				
	(a) 4" or 6" Diameter Core Bore of Reinf Conc Structure, up to 5' Depth	EA		\$ 420.00	\$ 420.00
	(b) 8" or 10" Diameter Core Bore of Reinf Conc Structure, up to 10' Depth	EA		\$ 1,250.00	\$ 1,250.00

**SECTION F : Miscellaneous Materials & Subcontractors**

F1	Other Materials Markup (actual cost plus)	%	15.00%		
F2	Subcontractor Markup (actual cost plus)	%	15.00%		

G3 Contracting, Inc. DBA Industry Standard

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