Lake Park Town Commission, Florida

Regular Commission Meeting

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403
Wednesday May 07, 2025 6:30pm

Roger Michaud	__	**Mayor**
Michael Hensley	__	**Vice Mayor**
John Linden	__	**Commissioner**
Michael O'Rourke	__	**Commissioner**
Judith Thomas	__	**Commissioner**
Richard J. Reade	__	**Town Manager**
Thomas J. Baird	__	**Town Attorney**
Laura Weidgans	__	**Deputy Town Clerk**

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate in the meeting should contract the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.

CIVILITY AND DECORUM

The Town of Lake Park is committed to civility and decorum to be applied and observed by its elected officials, advisory board members, employees and members of the public who attend Town meetings. The following rules are hereby established to govern the decorum to be observed by all persons attending public meetings of the Commission and its advisory boards:

- Those persons addressing the Commission or its advisory boards who wish to speak shall first be recognized by the presiding officer. No person shall interrupt a speaker once the speaker has been recognized by the presiding officer. Those persons addressing the Commission or its advisory boards shall be respectful and shall obey all directions from the presiding officer.
- Public comment shall be addressed to the Commission or its advisory board and not to the audience or to any individual member on the dais.
- Displays of disorderly conduct or personal derogatory or slanderous attacks of anyone in the assembly is discouraged. Any individual who does so may be removed from the meeting.
- Unauthorized remarks from the audience, stomping of feet, clapping, whistles, yells or any other type of demonstrations are discouraged.
- A member of the public who engages in debate with an individual member of the Commission or an advisory board is discouraged. Those individuals who do so may be removed from the meeting.
- All cell phones and/or other electronic devices shall be turned off or silenced prior to the start of the public meeting. An individual who fails to do so may be removed from the meeting.

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA:

SPECIAL PRESENTATION/REPORT:

1. Proclamation - National Public Works Week - May 18, 2025 to May 24, 2025

PUBLIC COMMENT:

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

CONSENT AGENDA:

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda. Any person wishing to speak on an agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

2. April 16, 2025 Regular Commission Meeting Minutes
3. Tree Board Appointment - Ms. Shana Phelan
4. Resolution 16-05-25 - Piggyback Agreement - Pavement Maintenance and Rehabilitation Services - Asphalt Paving System, Inc.
5. Resolution 22-05-25 - Statewide Mutual Aid Agreement - State of Florida Department of Emergency Management (FDEM)
6. Resolution 23-05-25 - FY 2026-2027 State Highway Lighting, Maintenance, and Compensation Agreement - Florida Department of Transportation (FDOT) - $20,174.72

7. Resolution 26-05-25 - 2024-2025 CDBG Award Agreement (Revised) - PBC Department of Housing & Economic Development (DHED) - Splash Pad (Kelsey Park) - $400,916
8. Emergency Purchase - Town Hall HVAC System & Related Services – Carrier Global Corporation - $26,545.48 (Town's Purchasing Code, Sec. 2-249. Alternative Source Selection)

QUASI-JUDICIAL PUBLIC HEARING (RESOLUTION): NONE

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING: NONE

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

9. Ordinance 02-2025 - Amending Section 78-142 Chapter 78 - Paving and Maintenance Standard for Driveways (Gravel Driveways)

   AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTION 78-142 OF CHAPTER 78 PERTAINING TO PAVING AND MAINTENANCE STANDARDS FOR DRIVEWAYS; PROVIDING FOR A VESTING PERIOD; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

NEW BUSINESS:

10. Special Event Request - Lake Park Music & Food Festival

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on May 21, 2025.

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 7, 2025

Originating Department: Public Works

Agenda Title: Proclamation - National Public Works Week - May 18, 2025 to May 24, 2025

Approved by Town Manager: _____ **Date:** _____

Cost of Item: $0.00 **Funding Source:** N/A

Account Number: N/A **Finance Signature:** N/A

Advertised Date: N/A **Newspaper:** N/A

Attachments: Proclamation

Please initial one:

JM Yes I have notified everyone / Not applicable in this case

Summary Explanation/Background:

The Town Commission has annually provided direction to approve the reading of a proclamation declaring May 18, 2025 to May 24, 2025 as National Public Works Week during the Commission's Regular Meeting on May 7, 2025.

Since 1960, communities across North America have recognized the vital role of public works through National Public Works Week, marked by official proclamations and resolutions. This annual celebration highlights the essential contributions of public works professionals in planning, building, managing, and operating the infrastructure that forms the backbone of our communities and enhances our quality of life.

Every day, our staff within the Public Works Department delivers exceptional service to the residents and businesses that call our Lake Park home. Through the department's seven (7) divisions (i.e., Administration, Facilities Maintenance, Grounds Maintenance, Infrastructure Maintenance, Sanitation, Stormwater and Vehicle Maintenance), the Public Works Department implements cost-effective, innovative and strategic solutions to maintain a clean, safe and high-quality environment for living, working, recreation and learning.

Representatives from each division of the Lake Park Public Works Department are expected to be in attendance at the Town Commission Meeting to accept the proclamation.

Recommended Motion:

I move to proclaim May 18, 2025 to May 24, 2025 as National Public Works Week.

Proclamation in Honor of National Public Works Week

WHEREAS, public works services—including Sanitation, Facility Management, Streets Maintenance, Fleet Management, Stormwater Management, and Grounds Maintenance—form the foundation of our community's infrastructure, ensuring resilience, sustainability, and the well-being of all who call the Town of Lake Park home; and

WHEREAS, the maintenance and enhancement of critical infrastructure—spanning sanitation, public facilities, roadways, stormwater systems, and public spaces—are made possible through the dedication and expertise of public works professionals, whose efforts in both the public and private sectors contribute to the protection, improvement, and restoration of our community; and

WHEREAS, the health, safety, and quality of life of our residents rely significantly on the specialized services provided by the Town of Lake Park's Public Works Department. The department's employees demonstrate unwavering commitment and efficiency across multiple disciplines, including Sanitation, Facility and Streets Management, Fleet Management, Stormwater Management, and Grounds Maintenance, deserving our deepest appreciation and recognition; and

WHEREAS, fostering public awareness and appreciation of the essential role of public works—among residents, civic leaders, and future generations—is vital to strengthening our community's infrastructure and ensuring its continued advancement; and

WHEREAS, in times of natural disasters and emergencies, public works professionals serve as first responders, arriving early to mitigate risks and remaining until the community is fully restored, embodying dedication, resilience, and service; and

WHEREAS, the year 2025 marks the 65th anniversary of National Public Works Week, a nationally recognized event endorsed by the American Public Works Association. This milestone presents an opportunity for the Town of Lake Park to honor and celebrate the invaluable contributions of its Public Works Department;

NOW, THEREFORE, I, Roger Michaud, Mayor of the Town of Lake Park, do hereby proclaim the week of **May 18 through May 24, 2025,** as:

National Public Works Week

I encourage all residents, businesses, and community organizations to recognize the essential role of public works and express their appreciation for the dedicated professionals who enhance our daily lives and safeguard our community's future.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official Seal of the Town of Lake Park, Florida, to be affixed on this **7th day of May 2025.**

By: _____
Mayor Roger Michaud

Attest: _____
Laura Weidgans, Deputy Town Clerk

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 7, 2025

Originating Department: Town Clerk

Agenda Title: April 16, 2025 Regular Commission Meeting Minutes

Approved by Town Manager: _____ **Date:** _____

Cost of Item: NA **Funding Source:** _____

Account Number: NA **Finance Signature:** _____

Advertised:

Date: NA **Newspaper:** _____

Attachments: Minutes, Exhibits A-D, Comment Cards

Please initial one:

_____ Yes I have notified everyone

LW Not applicable in this case

Summary Explanation/Background:

Recommended Motion:

I move to approve the April 16, 2025 Regular Commission Meeting Minutes.

Lake Park Town Commission, Florida

Regular Commission Meeting Minutes

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403
Wednesday, April 16, 2025 6:30 pm

Roger Michaud	__	**Mayor**
Michael Hensley	__	**Vice Mayor**
John Linden	__	**Commissioner**
Michael O'Rourke	__	**Commissioner**
Judith Thomas	__	**Commissioner**
Richard J. Reade	__	**Town Manager**
Thomas J. Baird	__	**Town Attorney**
Vivian Mendez, MMC	__	**Town Clerk**

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CALL TO ORDER/ROLL CALL

6:34 P.M.

PRESENT

Mayor Roger Michaud

Vice Mayor Michael Hensley

Commissioner Judith Thomas

Commissioner John Linden

Commissioner Michael O'Rourke

PLEDGE OF ALLEGIANCE

The Pledge was led by Mayor Michaud.

APPROVAL OF AGENDA:

The Mayor announced that the organizer of the Florida Hemp Festival has pulled their application for the event. He also announced that the three proclamations that are on the Consent Agenda where placed there because there was no representative available to accept the proclamations.

Commissioner O'Rourke asked that Consent Agenda item number 10 be pulled for discussion.

Motion to approve the agenda made by Vice Mayor Hensley, Seconded by Commissioner Linden.

Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

SPECIAL PRESENTATION/REPORT:

NONE

PUBLIC COMMENT:

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

-Katia Zhestkova – Thanked the Commission for the study that was done for the downtown area. She also commented on the previous Commission Meeting and the tone of Commissioner O'Rourke.

-Michael Steinhauer spoke about a new public safety initiative that he proposes. He also supports not moving forward with the proposed downtown development.

-Ralph Moscoso spoke about Commissioner O'Rourke in regards to campaign contributions.

-Kervens Jean-Baptiste opposes high-rise development on 10th and Park Avenue.

-Terence Davis spoke passionately about development in town.

-Alice Naegele spoke about not being in favor of a 13 story development.

CONSENT AGENDA:

All matters listed under this item are considered routine and action will be taken by one motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and considered in its normal sequence on the agenda. Any person wishing to speak on an agenda item is asked to complete a public comment card located on either side of the Chambers and given to the Town Clerk. Cards must be submitted before the item is discussed.

1. Regular Commission Meeting Minutes - April 2, 2025
2. Proclamation - Verdenia C. Baker - Retiring Palm Beach County Administrator
3. Proclamation - Water Conservation Month - April 2025.
4. Proclamation - Water Reuse Week - May 18, 2025 to May 24, 2025.
5. Resolution 11-04-25 - Amendment No. 1 - Disaster Debris Management and Support Services – Phillips and Jordan, Inc. (SWA Agreement #22-201C)
6. Resolution 12-04-25 - Amendment No. 1 - Disaster Debris Management and Support Services – CrowderGulf Joint Venture, Inc. (SWA Agreement #22-201B)
7. Resolution 13-04-25 - Amendment No. 1 - Disaster Debris Management and Support Services – DRC Emergency Services, LLC (SWA Agreement #22-201D)
8. Resolution 14-04-25 - Amendment Number 1 - Disaster Debris Management and Support Services - Thompson Consulting Services, LLC (SWA Agreement #22-202).
9. Resolution 17-04-25 - Piggyback Agreement - Storm Drain Cleaning, Repairs, and Maintenance Services - Shenandoah General Construction, LLC
11. Resolution 19-04-25 - Revise Designation of Signatories for Town Bank Accounts
12. Resolution 20-04-25 - Grant Agreement - Lake Park Septic to Sewer Conversion Project - Florida Department of Environmental Protection (FDEP) - $1,000,000
13. Special Request – Limited Overnight Parking - Lake Harbour Towers North Condominium Association - 501 Lake Shore Drive
14. Amendment - Plan Documents and Plan Termination - Corebridge Financial Institutional Services (Current Town Pension Plan)
15. Reallocation of Grant Funding - Southern Outfall Pipe Replacement Project - Foster Marine Contractors, Inc. - $3,456,696.30 (FDEO & FDEP Grant Awards)

Motion to approve remaining items on consent made by Commissioner O'Rourke. Seconded by Commissioner Thomas. Voting Aye: All.

Item # 10 was pulled for discussion

10. Resolution 18-04-25 Approval of Work Order for Kimley-Horn and Associates for the Conceptual Design of the Alleyways on the 700 and 800 Blocks of Park Avenue North.

Commissioner O'Rourke stated that Kimley-Horn should not be given this contract partially due to the fact that they are no longer located locally and they are being paid for something that has already been done. The Commission was unclear about what areas the previous study covered. Community Redevelopment Agency (CRA) Administrator Allison Justice clarified that the parking study that had been done was a part of the master plan for future potential parking locations. She stated that they would like to move forward with the design of additional parking in the downtown area to see how much it would cost. Commissioner Linden asked if the contract with Kimley-Horn includes a provision for airfare. Kimley-Horn Representative Jonathan Hague advised that their headquarters is located in North Carolina, but they have offices locally and there is no need for airfare. Vice Mayor Hensley asked if there would be airfare needed for any future projects. Mr. Hague stated he is unaware of any staff needing airfare, but if it was needed, the cost would be included in their fee. Commissioner Thomas stated that it appears Kimley-Horn has a full office and professional staff in the local area. She also clarified that what is being requested is a work order for the design of a parking area which is different from the parking studies that were previously done in the master plan which did not include a design aspect. CRA Administrator Justice stated that this was correct. Commissioner Thomas asked if the CRA could afford to do this $19,000 project. CRA Administrator Justice stated that yes, the CRA can afford this project. Commissioner Thomas also asked if there are other service providers that the CRA utilizes. CRA Administrator stated that the service providers with the Town have already been qualified and approved for future projects.

Public Comment:

Terence Davis stated for the record that he had previously committed to gifting the Town some parking spaces. He also spoke about the downtown area being too dark allowing people to break into properties.

Motion to approve Resolution 18-04-25 made by Commissioner Thomas, Seconded by Commissioner Linden.

Voting Yea: Mayor Michaud, Vice-Mayor Hensley, Commissioner Thomas, Commissioner Linden.

Voting Nay: Commissioner O'Rourke.

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

16. Ordinance 02-2025

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTION 78-142 OF CHAPTER 78 PERTAINING TO PAVING AND MAINTENANCE STANDARDS FOR DRIVEWAYS; PROVIDING FOR A VESTING PERIOD; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town Manager Reade summarized the item (Exhibit A). Mayor Michaud asked if the grant will still be available for those still wishing to update their driveway. Town Manager Reade stated that yes, the grant was still available. Town Manager Reade also stated that in regards to driveway maintenance, the Town would be seeking to communicate and educate residents regarding their driveways moving forward.

Commissioner Linden asked if there was a time limit for the grant.

Community Development Director Nadia DiTommaso stated that the grant will remain available and will not expire. Commissioner Linden asked how the remaining residents with gravel driveways will be notified. Community Development Director DiTommaso stated that they will continue to be notified via direct mail. Commissioner Thomas asked about any restrictions that the grant would impose on the residents and believes that the grant restrictions may need to be modified. Community Development Director DiTommaso stated that she had already been in discussion with the Town Manager regarding relaxing the grant restrictions. Commissioner O'Rourke suggested removing the restriction within the motion. Vice Mayor Hensley thanked the Commission for removing the burden off of the residents in regards to the gravel driveways.

Commissioner Thomas stated that she would like the grant to be available to home-owners, not renters.

Motion to approve Ordinance 02-2025 with the restriction of selling the property removed and including the homestead provision made by Commissioner O'Rourke, Seconded by Commissioner Linden.

Voting Yea: Mayor Michaud, Vice-Mayor Hensley, Commissioner Thomas, Commissioner Linden, Commissioner O'Rourke.

Town Attorney Baird read the Ordinance by title only.

QUASI-JUDICIAL PUBLIC HEARING (RESOLUTION): NONE

NEW BUSINESS:

17. Special Event Request - Florida Hemp Festival

    Removed from the agenda.

18. Special Event Request - Haitian Flag Day Celebration

    Special Events Director Riunite Franks summarized the request (Exhibit B).

    Commissioner Thomas and Mayor Michaud disclosed that they are working with the event organizers. Commissioner Thomas requested that the organizer not have to come back every year to make this request. She stated she is in support of the request but she feels that the organizers should have to pay for the four staff members to assist with the event. Commissioner Linden asked if this was a Town event. Special Events Director Franks stated that it is not a Town sponsored event. Commissioner Linden proposed having the organizer pay for staff's time.

    Motion made to approve the request excluding the cost of $1152.00 by Commissioner Linden, Seconded by Vice Mayor Hensley.

    Voting Yea: Mayor Michaud, Vice Mayor Hensley, Commissioner Thomas, Commissioner Linden.

    Voting Nay: Commissioner O'Rourke.

19. Resolution 21-04-25 - Work Order Agreement - Park Avenue Downtown District (PADD) Planning and Engineering Study - Kimley-Horn and Associates, Inc. - $50,000. Community Development Director DiTommaso provided a summary of the item (Exhibit C). Ruben Cruz, Planner from Kimley-Horn discussed the scope of work and provided a time-lime (Exhibit D).

    Commissioner O'Rourke asked if this item was done through a budget process. Community Development Director DiTommaso stated that it was done through a budget process back in September of 2024. Commissioner O'Rourke stated that he is not sure why this item is before them because it seems that the decision had already been made. Commissioner O'Rourke asked about two open litigation cases against the Town regarding density and why there has not been an executive session with the Commission regarding those. Town Attorney Baird advised that the two cases were not related to this item. Commissioner O'Rourke asked for clarification regarding what the $50,000 is for. Town Attorney Baird stated that there were concerns with various components of the density issue and there was a zoning in progress put into place to study the various issues, which created the need to hire Kimley-Horn on a continuing services basis as a planning firm and is not aware of a specific study that was done on density previously. Town Attorney Baird stated that in March 2025 the Commission verbally approved the retention of Kimley-Horn and this item is the direct result of that verbal approval. Commissioner Thomas asked how staff is getting the word out about the upcoming density workshop. Community Development Director DiTommaso stated there were direct mailers sent out. Commissioner Thomas suggested the use of a local creole radio station and a local Spanish radio station to get the information out. She also suggested the use of posting notices throughout Town. Chief Public Information Officer/Grant Writer Merrell Angstreich stated she would look into the costs associated with the suggestions. Vice Mayor Hensley suggested the use of banners throughout town. Commissioner Linden asked if a study has been done previously on density. Community Development Director DiTommaso stated that there have been no consultants involved with this previously. She stated that they were able to move forward without studies because there had been a

previous mixed use project and they were able to utilize information from that study, where they were able to compile data and time-lines for the downtown area. Commissioner O'Rourke asked if notices were sent out to all of the businesses in Town. Community Development Director DiTommaso advised that all property owners would have received notification. Chief Public Information Officer/Grant Writer Angstreich stated that she adds all new businesses to her email list every month. Mayor Michaud asked if the Town still utilizes code red for communications. Chief Public Information Officer/Grant Writer Angstreich advised that the Town does still utilize code red, but they have made some improvements. Mayor Michaud asked if code red could be utilized to notify the Town about this workshop. Chief Public Information Officer/Grant Writer Angstreich stated she would create the notice and that there are currently about 5000 recipients through code red. Commissioner Thomas suggested using code enforcement to spread the word. Commissioner O'Rourke asked if the approval of this item would affect the zoning in progress. Community Development Director DiTommaso advised that this action would not affect the zoning in progress and that the zoning in progress is scheduled to end on May 19, 2025.

Public Comment:

-Mary Beth Taylor spoke about the negative consequences for Town residents as a result of high rise development in Town.

-Terence Davis spoke about businesses closing in Town and also about having residents tour the downtown area.

Commissioner O'Rourke stated he is in favor of the development because it will save this town. Commissioner Linden feels that the residents should be able to interact with the Town during the workshop, not just a 3 minute comment.

Motion to approve Resolution 21-04-25 made by Commissioner Linden, Seconded by Commissioner Thomas.

Voting Yea: Mayor Michaud, Vice-Mayor Hensley, Commissioner Thomas, Commissioner Linden.

Voting Nay: Commissioner O'Rourke.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

-Town Attorney Baird had no comments.

-Town Manager Reade advised of upcoming office closures within the Town and announced the following; Easter Eggstravaganza upcoming, Arbor Day celebration coming up with tree planting, sunset celebration, community workshop coming up on Saturday in Town Hall, excellent meeting with the Business Development Board.

-Commissioner O'Rourke stated he is having a difficult time. Tonight was difficult being accused of being a tool of the developers and that he represents residents and families.

-Commissioner Thomas asked if the Town does minimal commercial maintenance standards. Town Manager Reade and Community Development Director DiTommaso stated that it is addressed ongoing. Commissioner Thomas spoke about various issues such as trash, bad landscaping, etc. that needs to be addressed and suggests internal inspections to find and correct these things. Commissioner Thomas spoke about the learning curve when a Commissioner is first elected, but that does not reflect on the decisions that are being made for the community. She stated that she will continue to represent the people that elected her to the dais.

-Commissioner Linden spoke about a great time at the ground-breaking event and mentioned the upcoming Arbor Day event and the Lake Park Historic Society event.

-Vice Mayor Hensley spoke about placing signs for new businesses in town and about putting together a hurricane preparedness guide.

-Mayor Michaud welcomed Oceana Coffee to Town. He also provided information about the application process for volunteer boards in Town. Mayor Michaud welcomed PBSO Adam Pozsonyi back to Lake Park. He also announced the Haitian Flag Day Celebration on May 17th.

REQUEST FOR FUTURE AGENDA ITEMS:

Mayor Michaud would like to discuss speed bumps at a future meeting.

ADJOURNMENT:

Motion to adjourn made by Commissioner Thomas, seconded by Vice Mayor Hensley.
Voting aye: All
Meeting adjourned 9:03 pm.

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on May 7, 2025.

_____
Mayor Roger D. Michaud

Town Seal

_____
Deputy Town Clerk, Laura Weidgans

Approved on this _____ of _____, 2025

Exhibit A

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **April 16, 2025**

Originating Department: **Community Development**

Agenda Title: Ordinance 02-2025 - Amending Section 78-142 Chapter 78 - Paving and Maintenance Standard for Driveways (Gravel Driveways)

Agenda Category (i.e., Consent, New Business, etc.): OLD BUSINESS

Approved by Town Manager: _____ **Date:** _____

Cost of Item: $0.00 **Funding Source:** _____

Account Number: _____ **Finance Signature:** _____

Advertised:

Date: N/A **Newspaper:** _____

Attachments:

- ➔ **Proposed Ordinance 02-2025**
- ➔ **Resolution 11-02-24 Approving an Amnesty Period for the certain properties (as listed)**

Please initial one:

_____ Yes I have notified everyone

ND Not applicable in this case

Summary Explanation/Background:

During the February 21, 2024, the Town Commission approved a two-year Amnesty period for approximately forty (40) properties within the Town with non-conforming gravel driveway (Resolution 11-02-24) due to the concern that bringing these properties into compliance with the Town Code by eliminating their gravel driveways would pose an economic hardship.

Note: To date, a total of nine properties (22.5%) have either complied or are moving toward compliance. Of these properties, two (2) properties have utilized Town grant funding to support these improvements.

Due to the continued economic impact concerns, the Town Commission has requested that staff propose

an Ordinance amending the Town's Land Development Regulations (LDR's) that would provide for the vesting of gravel driveways until a time that the property is either substantially renovated or the driveway is replaced, whichever occurs first.

Further, the LDR's will continue to provide that although these properties would now be vested, if approved, the maintenance standards for gravel driveways within the LDR's would still be required to be met.

Note: The Town Code - Section 78-2 - provides for the following existing definition for 'substantial renovation':

> *Substantial renovation means either of the following: Repair, rehabilitation, restoration, reconstruction, alteration, expansion, or similar improvement, in a calendar year, in excess of 50 percent of the assessed value of the property, as determined by the most recent certified tax roll prepared by the county tax collector; or any building addition in excess of 20 percent of the existing gross floor area or increase in height in excess of 20 percent of the existing building height.*

If approved on 1st reading, the proposed Ordinance will be presented for 2nd and final reading on May 7, 2025. If approved, the proposed Ordinance would be effective immediately upon final approval.

Additionally, if approved, the Town's Community Beautification Improvement Grant funding will continue to be available for the replacement of gravel driveways to an approved alternative surface (that is code compliant).

The proposed Ordinance was prepared by the Community Development Director and reviewed by the Town Attorney.

Recommended Motion:

I move to approve Ordinance 02-2025 - Amending Section 78-142 Chapter 78 - Paving and Maintenance Standard for Driveways (Gravel Driveways) on 1st Reading.

Town of Lake Park Town Commission

Agenda Request Form

Exhibit B

Meeting Date: April 16, 2025
Originating Department: Special Events
Agenda Title: Special Event Request - Haitian Flag Day Celebration

Approved by Town Manager: _____ **Date:** _____

Cost of Item: $1,152.00 **Funding Source:** Special Events Department Budget
Account Number: 600-14000 **Finance Signature:** _____

Advertised:
Date: _____ **Newspaper:** _____

Attachments: Haitian Flag Day Celebration Special Event Permit Application

Please initial one:

X Yes I have notified everyone
_____ Not applicable in this case

Summary Explanation/Background:

On March 2, 2025, the Special Events Department received a Special Event Permit Application from Faith Based Academy of Patriots Returning to Eden (FAPRE) proposing their annual Haitian Flag Day Celebration to be held on Saturday, May 17, 2025, from 3:00 PM – 9:00 PM, at Bethlehem Haitian Baptist Church.

The celebration is being planned to include live entertainment by various artists, food, art & craft vendors, soccer and basketball competitions, bounce houses, races, games and appearances from PBSO Auxiliary Units and Palm Beach County Fire Rescue.

Town staff met with the organizers of the Haitian Flag Day Celebration to discuss the event logistics and the Town's contribution of $10,000 (FY 2025 Budget – General Fund). However, during the meeting, the organizers requested that the Town provide additional assistance, including additional unbudgeted financial support, for the event:

REQUESTED CATEGORY	VALUE	TOTAL
Tents, Tables, Chairs, Coolers, Barricades & Cones The event organizers request Town-owned tents, tables, chairs, barricades and cones.	No monetary value	No monetary value
Staff Fee Four (4) Town employees (Public Works Department) requested to assist with set up and breakdown, including Town tents, tables chairs, coolers, barricades and cones.	Four (4) employees at $32.00 Per Hour for 9 Hours	$1,152.00 (Direct Cost)
TOTAL DIRECT COST REQUESTED: $1,152.00		

The proposed Special Event requests have been reviewed by the Town's Special Event Department staff and the Public Works Director.

Recommended Motion:

The Town Commission is requested to provide consideration of the proposed special event requests (i.e., event equipment and unbudgeted funding) to support the proposed 2025 Haitian Flag Day Celebration.

Exhibit C

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: April 16, 2025

Originating Department: Town Attorney

Agenda Title: Resolution 21-04-25 - Work Order Agreement - Park Avenue Downtown District (PADD) Planning and Engineering Study - Kimley-Horn and Associates, Inc. - $50,000

Agenda Category (i.e., Consent, New Business, etc.)**:** New Business

Approved by Town Manager: _____ **Date:** _____

Cost of Item: $50,000.00 **Funding Source:** General Fund (Non-Departmental)

Account Number: 900-31000 **Finance Signature:** *Barbara Gould*

Advertised:

Date: N/A **Newspaper:** _____

Attachments: Resolution (Kimley-Horn Work Order Agreement) *with*:

Kimley-Horn Work Order Agreement

Town Attorney Memo dated September 18, 2024
(including No-Conflict Town Attorney Email)

Town Attorney Memo dated March 18, 2025 (Background & Need for PADD Analysis)

Please initial one:

_____ Yes I have notified everyone

ND Not applicable in this case

Summary Explanation/Background:

During the September 18, 2024 Town Commission FY 2025 Budget hearing, the Commission requested and authorized approval of $50,000 within the FY 2025 Town Budget to perform the necessary planning and engineering studies within the Park Avenue Downtown District (PADD) to analyze, assess and make recommendations regarding the Town's existing Land Development Regulations (LDR's) and

Comprehensive Plan Land Use Policies and Objectives related to future growth within this area of the Town.

During the November 6, 2024 Town Commission Meeting, the Commission provided direction to the Town Attorney to move forward in negotiating a scope of work with Kimley-Horn and Associates, Inc. and to oversee this process due to the new Town Manager beginning in January 2025.

Further, during the March 5, 2025 Town Commission Meeting, the Commission provided approval/direction to begin the planning process in advance of authorizing an Agreement with Kimley-Horn in the amount of $50,000 to complete the process of analyzing, assessing and making recommendations regarding the Town's existing Land Development Regulations (LDR's) and Comprehensive Plan Land Use Policies and Objectives related to future growth within PADD.

Note: The Commission's direction was provided with the understanding that an Agreement with Kimley-Horn would be presented/approved during a future Commission meeting (after-the-fact approval).

Thus, staff is recommending approval of the proposed Agreement with Kimley-Horn for planning consulting services to analyze, assess and make recommendations regarding the Town's existing Land Development Regulations (LDR's) and Comprehensive Plan Land Use Policies and Objectives related to future growth within PADD area of the Town in the amount of $50,000.

Please note that this planning process has begun and the consultant has developed a project completion timeline that would include a public workshop date on Saturday, April 26, 2025, at 10 am, in Town Hall. The proposed project timeline is as follows:

Proposed Project Timeline - Planning Study and Analysis for the Park Avenue Downtown District (PADD):

March 21, 2025 - Project Kick Off Meeting
March 31, 2025 - PADD Study – Proposed Draft #1
April 11, 2025 - PADD Study – Proposed Final Version
****Saturday, April 26, 2025, 10 a.m. - Public (Community) Workshop at Town Hall (Commission Chambers)***

Note: Advance notice/outreach to the Lake Park Community is being completed to obtain public input on this issue prior to making final recommendations to the Lake Park Planning & Zoning Board and then to the Town Commission (i.e., Trilingual mailers were sent town-wide to all property owners during the week of April 7, 2025 and added to the Town's website and social media accounts, etc.). Additionally, the planned Public Workshop will be held within the Town Hall Commission Chambers and the meeting will be recorded and streamed live on the Town's website, YouTube page and Facebook Live.

May 2, 2025 - Policy and text amendments – Proposed Draft #1
May 9, 2025 - Policy and text amendments – Proposed Final Version
May 19, 2025 - Planning & Zoning Board/Local Planning Agency Meeting (another date may be selected to hold a special meeting in May 2025 depending on Board Member availability)
June 2025 - Town Commission transmittal hearing and Land Development Regulations hearing (1st Reading)
July/August 2025 - Town Commission adoption hearings for Comprehensive Plan and Land Development Regulations (2nd and Final Reading)

Please note that the 6-month Zoning in Progress is expected to conclude on May 19, 2025; however, due to the proposed timeline, a two-month extension may be required to complete the planning study. This issue is expected to be considered at a later date by the Town Commission.

The proposed Agreement was prepared by Kimely-Horn and Associates and reviewed by the Community Development Director and the Town Attorney.

Note: The Town Attorney has provided an opinion that utilizing Kimley-Horn and Associates as the Town's planning consultant for this project would not be considered as a conflict of interest based on the consultant's prior involvement with a proposed PADD development project (see attached).

Further, as requested by Town Commissioner O'Rourke during the April 2, 2025, the Town has requested information from Kimley-Horn regarding all current and previous agreements for consulting services related to the PADD area. At this time there does not appear that the Town has any previous agreements with this consultant for the PADD area; however, this information is continuing to be collected and will be presented to the Town Commission prior to consideration of this item.

Recommended Motion:

I move to approve Resolution 21-04-25 - Work Order Agreement to complete the proposed Park Avenue Downtown District (PADD) Planning and Engineering Study with Kimley-Horn and Associates, Inc., in the amount of $50,000.

Project Milestones + Schedule

The following schedule reflects approximate completion dates for each task in the proposed scope of work. The Consultant will provide the associated deliverable within one week of the date listed in this document.

Date	Task	Status
March 21, 2025	Kick off meeting	Complete
March 31, 2025	PADD Study Draft 1	Complete
April 11, 2025	PADD Study Final Version	Complete
April 26, 2025	Public Workshop	Public notice complete
May 2, 2025	Policy and text amendments Draft 1	
May 9, 2025	Policy and text amendments Final Version	
May 2025	Planning & Zoning Board Meeting Local Planning Agency	Meeting date to be determined. Public notice required by Town.
June 2025	Town Commission Comprehensive Plan Amendments -Transmittal Land Development Regulations Amendment - 1st reading	Meeting date to be determined. Public notice required by Town.
June to July 2025	FL Commerce 30-day review period	Assuming expedited review will be accepted.
July 2025	Town Commission Comprehensive Plan Amendments - Adoption Land Development Regulations Amendments - Adoption	Meeting date to be determined. Public notice required by Town.

Town of Lake Park
PUBLIC COMMENT CARD

CIVILITY AND DECORUM

The Town of Lake Park is committed to civility and decorum to be applied and observed by its elected officials, advisory board members, employees and members of the public who attend Town meetings. The following rules are hereby established to govern the decorum to be observed by all persons attending public meetings of the Commission and its advisory boards:

- **Those persons addressing the Commission or its advisory boards who wish to speak shall first be recognized by the presiding officer. No person shall interrupt a speaker once the speaker has been recognized by the presiding officer. Those persons addressing the Commission or its advisory boards shall be respectful and shall obey all directions from the presiding officer.**
- **Public comment shall be addressed to the Commission or its advisory board and not to the audience or to any individual member on the dais.**
- **Displays of disorderly conduct or personal derogatory or slanderous attacks of anyone in the assembly is discouraged. Any individual who does so may be removed from the meeting.**
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- **All cell phones and/or other electronic devices shall be turned off or silenced prior to the start of the public meeting. An individual who fails to do so may be removed from the meeting.**

Meeting Date April 16, 2025

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: Katia Zhestkova
Address: 1018 7th Street Lake Park

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following ***Agenda Item***:

_____

I would like to make comments on the following ***Non-Agenda Item(s)***:

study.

Instructions: *Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.*

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Meeting Date 4/16/25

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: Michael Steinhauer
Address: 435 Green Briar

If you are interested in receiving Town information through Email, please provide your E-mail address: pipestone1992@gmail.com

I would like to make comments on the following ***Agenda Item***:

I would like to make comments on the following ***Non-Agenda Item(s)***:

1) Introduce new public safety initiatives
2) Zoning ordinance

Instructions: *Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.*

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Meeting Date 16 Apr 2025

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: Ralph Moscoso
Address: 429 GREENBRIAR Dr

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following ***Agenda Item***:

_____

I would like to make comments on the following ***Non-Agenda Item(s)***:
Ref's Commissioner O'ROURKE

Instructions: *Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.*

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Meeting Date _____

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: Kervens Jean Baptiste
Address: 542 N Redwood Dr Lake Park

If you are interested in receiving Town information through Email, please provide your E-mail address: Kbaptiste592@gmail.com

I would like to make comments on the following ***Agenda Item***:

_____

I would like to make comments on the following ***Non-Agenda Item(s)***: ✓

_____

Instructions: *Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.*

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Meeting Date _____

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: Terence Davis
Address: 918 Park A

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following ***Agenda Item***:
#10

I would like to make comments on the following ***Non-Agenda Item(s)***:
Public Comment

Instructions: *Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.*

Also made public comment on Non Agenda Item

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Meeting Date 4/16/25

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: Alice Naegele
Address: 855 Hawthorne Dr.

If you are interested in receiving Town information through Email, please provide your E-mail address: (already got)

I would like to make comments on the following ***Agenda Item***:

I would like to make comments on the following ***Non-Agenda Item(s)***:
Zoning laws remaining unchanged. No vote for biased members - Developers should not be represented

Instructions: *Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.*

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Meeting Date April 16 2025

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: Terence Davis
Address: Lake Park

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following ***Agenda Item***:

11-9

I would like to make comments on the following ***Non-Agenda Item(s)***:

Instructions: *Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.*

Agenda Item 11-9

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Meeting Date _____

Cards must be submitted before the item is discussed!!
*****Three (3) minute limitation on all comments**

Name: Mary Beth Taylor
Address: 304 Park Road

If you are interested in receiving Town information through Email, please provide your E-mail address: _____

I would like to make comments on the following ***Agenda Item:*** New Business #19 PAUD Planning & Engineering Study.

I would like to make comments on the following ***Non-Agenda Item(s)***: _____

Instructions: *Please complete this card, including your name and address; once the card has been completed, give it to the Town Clerk. The Mayor will call your name when it is time for you to speak. Comments are limited to three (3) minutes per individual.*

Agenda Item 19

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 7, 2025
Originating Department: Clerk's Office
Agenda Title: Tree Board Appointment - Ms. Shana Phelan

Approved by Town Manager: _____ **Date:** _____

Cost of Item: $0.00 **Funding Source:** _____
Account Number: _____ **Finance Signature:** _____

Advertised:
Date: NA **Newspaper:** _____

Attachments: Application, Commission Letter, Nomination

Please initial one:

_____ Yes I have notified everyone
LW Not applicable in this case

Summary Explanation/Background:

The Town Clerk's Office received a Board Application from Ms. Shana Phelan for re-appointment as Regular Members on the Tree Board. The Tree Board has two (2) regular positions and two (2) alternate position available.

Ms. Phelan has served on the Tree Board since June, 2022 and has received a nomination from Commissioner John Linden.

To formally approve this re-appointment, the Town Commission is requested to provide a majority vote to re-appoint the nominee to the Tree Board.

Recommended Motion:

I move to re-appoint Ms. Shana Phelan as a Regular Member to the Town of Lake Park's Tree Board.

Office of the
Town Clerk

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3311
Fax: (561) 881-3314

www.lakeparkflorida.gov

April 11, 2025

Commission-appointed Board Volunteer List:

On August 21, 2013 the Town Commission adopted Ordinance No. 10-2013 Board Nomination Process, which modified the self appointed process for filling vacancies on Commission-appointed boards.

In section 2-2112 (i)" Nomination for action on vacancies" states that the clerk shall prepare a list of volunteers, including members seeking reappointments. Below is the list of volunteers for Commission-appointed boards.

New applicant:

Shana Phelan has applied for re-appointment to the Tree Board as a alternate regular member. The Tree Board currently has two regular memberships and two alternate positions available.

A nomination to fill a vacancy may be made by any member of the Commission. For a nominee to be appointed or reappointed there must be a second and majority vote of the Commission.

If you have any questions regarding the volunteer list please contact me.

The Town of Lake Park

Application to Serve on Town Boards and Committees

This application serves as an information file of the skills, talents, and interests of citizens who are willing to serve on advisory boards and committees for the *Town of Lake Park*. When an opening occurs on one of the boards on which you have indicated a desire to serve, your application will be submitted to the Town Commission. You will be notified when your nomination to be on a board has been made.

Please print the following information:

Name: Phelan (Last) Shana (First) M (Middle)

Address: 718 Evergreen Dr. Lake Park FL 33403

Birthday: Month: 4 Day: 22

Telephone: home _____ work _____ cell 561-262-7170

E-Mail Address Shanaphelan1@gmail.com

	Yes	No
Are you a resident of Lake Park	☑	☐
Are you a non-resident business owner in Lake Park	☐	☑
Are you a registered voter (Response to this question is not mandatory)	☑	☐
Do you currently serve on a Town Board or Committee	☑	☐
If so, which one(s): Tree Board		
Have you been convicted of a crime	☐	☑
If so, when? _____ where? _____		

Please indicate your preference by number "1" through "3" of which board you wish to serve, with #1 being the most desired and #3 being the least desired.

Active Boards:

Choice #	Board	Choice #	Board
☐ _____	CRA Board (Community Redevelopment Agency)	☑ 2	Planning & Zoning/ Historic Preservation Board *
☐ _____	Library Board		
☐ _____	Stormwater Policy Steering Committee		
☐ _____	Floodplain Management Committee	☑ 1	Tree Board

Inactive Boards:

Code Compliance
Construction Board of Adjustments & Appeals
Harbor Marina Advisory Board

Please note: Membership on these (*) Boards require members to complete an annual financial disclosure form pursuant to F.S. 112.3145 (1)(a), (2)(b), (7)

535 Park Avenue, Lake Park, Florida 33403 *(561) 881-3311 Fax: (561) 881-3314*
Lake Park Board Application

Your Name: Shana Phelan

Please indicate the reason for your interest in your first and second choices:

I would like to continue working with the other tree board members on future projects.
I would also be interested in P+Z as I've been a resident for 20+ yrs and see all of the growth.

Number of Meetings of the above boards you have attended in the past six months: TB - all

Your educational background: (High school, College, Graduate School or other training) PZ - 1?

Graduate School - Masters Duke Coastal Environmental Mgt.

What is/was your profession or occupation: Owner PuraVidaDivers

How long: 20 years

Please indicate employment experience that you feel relates to your desired service on an advisory board or committee: NA

Please indicate other general experience or community involvement that you feel qualifies you to serve on the boards you have chosen: Huge background in Environmental Education and management in general. Long-time community resident of the town.

Feel free to attach additional sheets if necessary. Also, please attach your resume, if available. Please return your completed form to the Office of the Town Clerk, 535 Park Avenue, Lake Park, Florida 33403.

I HEREBY CERTIFY THAT THE STATEMENT AND ANSWERS PROVIDED ARE TRUE AND ACCURATE. I UNDERSTAND THAT ANY FALSE STATEMENTS MAY BE CAUSE FOR REMOVAL FROM A BOARD OR COMMITTEE, IF APPOINTED:

Signature: [signature] Date: 4-7-25

Outlook

Re: Tree Board Member Application

From John Linden <jlinden@lakeparkflorida.gov>
Date Wed 4/9/2025 3:56 PM
To Laura Weidgans <lweidgans@lakeparkflorida.gov>

I would be glad to nominate her
Commission John Linden

Sent from my Metro By T-Mobile 5G LTE Android Device
Get Outlook for Android

From: Laura Weidgans <lweidgans@lakeparkflorida.gov>
Sent: Wednesday, April 9, 2025 3:52:40 PM
To: Commission <Commission@lakeparkflorida.gov>
Cc: Town Clerk <townclerk@lakeparkflorida.gov>
Subject: Tree Board Member Application

Good afternoon Mayor, Vice-Mayor and members of the Commission.

The Town Clerk's Office received a volunteer board member application. Ms. Shana Phelan would like to be re-appointed to the Tree Board. Her application is attached for your review.

In order for this application to go before the Commission, we would need to receive a nomination. Please let us know if you are interested in nominating Ms. Phelan and as always, please do no reply all.

Thank you and have a great afternoon,

Laura Weidgans
Deputy Town Clerk
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403
561-881-3311

Please Note: Florida has a very broad public records law. Written communications regarding Town business are public records available to the public upon request. Your email communications are therefore subject to public disclosure. If you do not want your email released in response to a public records

request, do not send electronic mail to this entity, instead contact this office by telephone. Section 688.6076 F.S.

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 7, 2025

Originating Department: Public Works

Agenda Title: Resolution 16-05-25 - Piggyback Agreement - Pavement Maintenance and Rehabilitation Services - Asphalt Paving System, Inc.

Approved by Town Manager: _____ **Date:** _____

Cost of Item: _____ **Funding Source:** SPECIAL PROJECTS FUND

Account Number: 301-63100 **Finance Signature:** *Barbara A. Gould*

Advertised:

Date: N/A **Newspaper:** _____

Attachments: Resolution
Piggyback Agreement with APS
Contract Agreement between Sumter County and Asphalt Paving Services, Inc. for Pavement Maintenance and Rehabilitation Services

Please initial one:

_____ Yes, I have notified everyone.

JM Not applicable in this case.

SUMMARY EXPLANATION/BACKGROUND:

The Public Works Department has a need to select a contractor to provide milling and paving services within the Town of Lake Park to ensure the safety of our community when traveling on Town roadways. Tow ensure the lowest possible price, staff is recommending that the Town piggyback of the current Sumter County contract that was awarded to Asphalt Paving Systems, Inc. through a competitive selection process (ITB #045-0-2023/RS) for Pavement Maintenance and Rehabilitation Services.

Within the FY 2025 Budget, the Town Commission approved $453,478.00 to be utilized to support the milling and paving of various roadways within the Town.

Note: If approved, Asphalt Paving Systems, Inc. under the current Sumter County contract provides a comprehensive suite of services, including micro surfacing, chip sealing, crack sealing, full-depth reclamation, and cape sealing applications.

If approved, the Town Commission would accept Asphalt Paving Systems' pricing by piggybacking the Sumter County contract, including all terms, conditions and pricing therein. The term of the proposed Agreement with the Town of Lake Park, if approved, would be for approximately six (6) months with the option to renew for two (2) additional one (1) year periods. The County will not expend more than the amount within the approved budget as it may be adopted/amended each year for these goods and services over the term of this contract.

As provided within the Town's Purchasing Code, Sec. 2-249. Alternative Source Selection - 1. Cooperative purchases: Purchases utilizing contracts of other Florida entities:

Notwithstanding any requirements of this division, the purchase of goods and services under a contract with a Florida municipal governmental agency, political subdivision, or government-related association for the same scope of services may be made providing that the originating entity utilized a competitive process substantially similar to that used by the Town.

Note: Utilizing and existing competitively awarded contract will enable the Town to streamline the procurement process, benefit from pre-negotiated, volume-based pricing and engage a vendor with a proven record of performance and technical expertise. Further, piggybacking on this agreement will accelerate project mobilization, support cost control, and ensure compliance with local and state procurement requirements.

The proposed Agreement has been prepared by the Public Works Director and reviewed by the proposed Contractor, Asphalt Paving Systems, Inc., the Finance Director and the Town Attorney.

The Town has not previously worked with the proposed contractor; however, staff has confirmed with various local governments—including Pasco County and Saint Lucie County—that the contractor provides a quality product and good customer service.

RECOMMENDED MOTION:

I move to adopt Resolution 16-05-25 - Piggyback Agreement with Asphalt Paving System, Inc. for pavement maintenance and rehabilitation services.

RESOLUTION 16-05-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT FOR PAVEMENT MAINTENANCE AND REHABILITATION SERVICES WITH ASPHALT PAVEMENT SERVICES, INC.; AND PROVIDING FOR AN EFFECTIVE.

WHEREAS, the Town of Lake Park (Town) requires a contractor to perform maintenance and rehabilitation services associated with paving in the Town; and

WHEREAS, Sumter County, Florida (County) solicited competitive bids pursuant to ITB 045-0-2023/RS for certain maintenance and rehabilitation services; and

WHEREAS, pursuant to this competitive bidding process, Sumter County awarded a bid to Asphalt Pavement System, Inc. (Contractor), pursuant to a competitive selection process whereby it sought "Pavement Maintenance and Rehabilitation Services" associated with the maintenance and rehabilitation of paved surfaces in the county; and

WHEREAS, Sumter County entered into an agreement with the Contractor; and

WHEREAS, the County's Agreement allows other governmental entities to cooperatively purchase services from the Contractor based upon the same terms, services, and pricing as provided for in Sumter County's Agreement; and

WHEREAS, the Town has reviewed the scope of services outlined in the agreement that Sumter County executed with the Contractor and determined that the services and pricing offered by the Contractor would meet the Town's requirements for the pavement, maintenance and rehabilitation of paved surfaces in the Town; and

WHEREAS, the Town has determined that it would be appropriate to take advantage of the cooperative purchasing provision contained in the agreement that Sumter County entered into with the Contractor;

WHEREAS, the agreement between Sumter County and the Contractor provides that the Contractor can provide the same services at the same pricing to other governmental entities pursuant to a cooperative purchase or "piggybacking" which is in accordance with Florida Statutes and the Town's procurement regulations; and

WHEREAS, the Town Commission finds that it is in the best interest of the Town to enter into an agreement with the Contractors pursuant to the same terms, conditions, and pricing as contained in its agreement with Sumter County.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1: The foregoing recitals are incorporated herein.

Section 2: The mayor is hereby authorized and directed to execute the agreement attached hereto and incorporated herein as Exhibit “A”.

Section 3: This resolution shall take effect immediately upon its execution.

#6100112 v1 26508-00001

Agreement

This Agreement for Pavement Maintenance and Rehabilitation Services ("Agreement") is made and entered into this ___ day of _____, 2025, by and between the Town of Lake Park, a municipal corporation of the State of Florida, located at 535 Park Avenue, Lake Park, Florida 33403 (the "Town"), and The Asphalt Paving System, Inc. a corporation, with offices located at 8940 Gall Boulevard, Zephyrhills, Florida 33541, (the "Contractor").

RECITALS

WHEREAS, the Town is responsible for ensuring the proper maintenance and improvement of certain roadways within its boundaries; and

WHEREAS, Sumter County, Florida (the County), through a competitive bidding process, solicited bids from qualified contractors for Pavement Maintenance and Rehabilitation Services (the Services) pursuant to Invitation for Bid (ITB) 045-0-2023/RS; and

WHEREAS, the County awarded a bid for the Services to the Asphalt Paving System, Inc.; and

WHEREAS, as part of its bid, the Contractor agreed to offer the Services to other governmental entities at the same terms, pricing, and conditions, commonly known as cooperative purchasing or "piggybacking"; and

WHEREAS, the Sumter County agreement with the Contractor, a copy of which is attached hereto and incorporated herein by reference as Exhibit "A" permits the Contractor to provide the Services to other governmental entities pursuant to cooperative purchasing, or piggybacking; and

WHEREAS, the Town has determined that it is in the best interest of the Town to enter into an agreement with the Contractor for the Services based upon the same conditions, pricing, and terms as are contained in the contract it executed with Sumter County.

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

1. The recitals are true and correct and are incorporated herein.

2. Scope of Services.

    a. The Contractor agrees to provide the Town the Services pursuant to the same conditions, pricing, and terms as are contained in its agreement with Sumter County for Pavement Maintenance and Rehabilitation Services. A copy of Sumter County's agreement with the Contractor is attached hereto and incorporated herein as Exhibit A.

3. Term.

a. The term of this Agreement shall begin upon execution by both parties and shall end on November 13, 2025, with an additional two (2) one-year renewals unless terminated earlier in accordance with the provisions herein.

4. Compensation.
   a. The parties agree to pay the Contractor according to the pricing structure established in the Contractor's agreement with Sumter County. Payments by the Town shall be made subject to the Town's approval following the receipt of proper invoices submitted by the Contractor.

5. Compliance with Laws.
   a. The Contractor shall comply with all applicable federal, state, and town laws when performing the Services.

6. Records Retention/Ownership/Audit.
   a. The Contractor shall retain and maintain all public records that are associated with the Services Meet all requirements for retaining public records and transfer, at no cost, to the Town all public records in possession of the Contractor upon the termination of the Agreement and destroy any duplicate public records that are exempt of confidential and exempt from public disclosure requirements. All records stored electronically shall be provided to the Town in a format compatible with the Town's information technology systems.
   b. The Town has not performed a pre-audit of the Contractor's or Sub-consultant's financial and accounting records to verify actual or average direct labor payroll rates or the general overhead factor and profit margin. However, the Contractor shall permit the Town or its designated agent to inspect such records at the location where they are kept upon reasonable notice. Furthermore, the Town shall have the right to audit the Contractor's and any Sub-consultant's financial and accounting records, by generally accepted governmental auditing standards, within one (1) year after completion of this Agreement. The Town or its designated agent may perform this audit.
   c. All documents, including, but not limited to, technical reports, research notes, scientific data, and computer programs in draft and final form, including the source code and object code, which are developed by the Contractor in connection with this Agreement, may be utilized by the Town in its ordinary course of business. Town use may include, but shall not be limited to, reproduction, distribution, and preparation of derivative works. The Town shall not hold the Contractor responsible if documents are used for other purposes than intended.

7. Public Records.

The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

a. Keep and maintain public records required by the Town to perform the Services.

b. Upon the request of the Town's custodian of public records, provide the Town with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.

c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the work and services to be provided pursuant to this Agreement and following completion of this Agreement.

d. Upon the completion of the work and services to be performed pursuant to this Agreement, the Contractor shall transfer, at no cost, to the Town all public records in possession of the Contractor or its Sub-contractors related to the Project or keep and maintain the public records associated with the services provided for in the Agreement. If the Contractor transfers all public records to the Town upon completion of the work and services for the Project, the Contractor shall destroy any duplicate public records that are exempt from public records disclosure. If the Contractor shall keep and maintain public records during the time it is performing the work and services pursuant to this Agreement. The Contractor acknowledges that it is required to comply with all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, Townclerk@lakeparkflorida.gov.

8. Insurance and Indemnification.
   a. The Contractor shall maintain insurance coverage as required under the Seminole County agreement and provide proof of such coverage to the Town before commencing any work.
   b. Contractor shall indemnify and hold harmless the Town, its elected and appointed officials, officers, agents, and employees from any claims arising from the performance of services under this Agreement.

9. Termination.
   a. Either party may terminate this Agreement for convenience by providing the other party with 90 days advance written notice of its intention to do so. In the event of termination, the Contractor shall be paid for all work performed up to the termination date.

10. Governing Law and Venue.

a. This Agreement is governed by the laws of the State of Florida. Venue pertaining to the litigation of any disputes arising under this Agreement shall be in the state or federal court of Palm Beach County, Florida.

11. Entire Agreement.
    a. This Agreement constitutes the entire understanding between the parties concerning the subject matter hereof and supersedes all prior agreements, negotiations, and discussions between the parties. Any amendments to this Agreement must be made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties duly authorized representatives hereby execute this **AGREEMENT** on the date first written above.

ATTEST:

BY:_____
Laura Weidgans, Deputy Town Clerk

TOWN OF LAKE PARK

By:_____
Roger Michaud, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By:_____
Thomas J. Baird, Town Attorney

State of Florida
County of Palm Beach

The foregoing instrument has been acknowledged before me this ___ day of _____ 2025, by Roger Michaud, Mayor of the Town of Lake Park, who is personally known to me.

_____
Notary Public, State of Florida

CONTRACTOR
Asphalt Paving System, Inc.

By:_____

Its:_____

_____
Printed

ORIGINAL

BID SUBMITTAL

One (1) original, one (1) electronic single PDF version not password protected and in the original document format, and three (3) copies (for a total of 5), of each bid or alternate bid shall be submitted in a sealed envelope, prominently marked on the outside with the words, **"ITB 045-0-2023/RS Countywide Pavement Maintenance and Rehabilitation Services"** with the firm name and return address. Bids submitted in express, overnight or courier envelopes, boxes or packages must be prominently marked on the outside with the words, **"ITB 045-0-2023/RS Countywide Pavement Maintenance and Rehabilitation Services"** and the contents sealed as required.

- Deadline for submissions in response to this Request for Bids: Bids must be received no later th an October 30, 2023 at 2:00 p.m. Bids submitted by FAX will not be accepted under any circumstances. **Late bids will not be accepted, and will be returned, unopened, to the proposer, at the proposer's expense**.
- Any person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime, may not submit a Proposals on a contract to provide any goods or services to a public entity, may not submit a Proposals on a contract with a public entity for the construction or repair of any public building or public work, may not submit Proposals on leases of real property to a public entity crime, 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 thirty five thousand dollars, ($35,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted Vendor list, pursuant to paragraph 2a of Section 287.133, Florida Statutes.
- The Sumter County Board of County Commissioner as a unit of local government reserves the right to reject any and/or all Proposals, reserves the right to waive any informalities or irregularities in the Proposals or evaluation process, and reserves the right to award contract(s) in the best interest of the Sumter County BOCC.

PAGE SPECIFICATIONS

- Page Limit – None.
- Page Size – 8 ½ x 11; oversized or pullout pages must be folded to accommodate this size.
- Binding – Shall be neat, professional and appropriate for the document's thickness.
- Professional Cover Page – Not required but acceptable. If used, the cover page shall indicate the name and number of the solicitation. It shall NOT be used as a replacement for the Bid Cover Page listed herein.
- Original Document – Shall have original signatures and be clearly noted *ORIGINAL* on the cover.

PART 4
BID DOCUMENTS
INVITATION TO BID COVER PAGE

Name of Firm, Entity or Organization:
Asphalt Paving Systems, Inc.
Federal Employer Identification Number (FEIN):
22-3787755

State of Florida License Number (If Applicable):

Name of Contact Person: Mark Rohrbach

Title: Estimator

E-Mail Address: FLestimating@asphaltpavingsystems.com

Mailing Address: 8940 Gall Blvd

Street Address (if different):

City, State, Zip: Zephyrhills, FL 33541

Telephone: (813)788-0010 **Fax:** (813)788-0020

Organizational Structure – Please Check One:

Corporation ☒ **Partnership** ☐ **Proprietorship** ☐ **Joint Venture** ☐ **Other** ☐

If Corporation:
Date of Incorporation: 02/20/2001 **State of Incorporation:** New Jersey

States Registered in as Foreign Corporation:

Authorized Signature:

Print Name: Robert Capoferri

Signature:

Title: President

Phone: (813)788-0010

This document must be completed and returned with your Submittal.

BIDDER'S CERTIFICATION

Submit To: Sumter County Board of County Commissioners 7375 Powell Road Wildwood, FL 34785 Phone 352-689-4400 Fax 352-689-4401	SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS INVITATION TO BID (ITB) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT	
DUE DATE: October 30, 2023	**DUE TIME: 2:00 P.M.**	**ITB # 045-0-2023/RS**
TITLE: Countywide Pavement Maintenance and Rehabilitation Services		
VENDOR NAME: Asphalt Paving Systems, Inc.	**PHONE NUMBER:** (813)788-0010	
VENDOR MAILING ADDRESS: FLestimating@asphaltpavingsystems.com	**FAX NUMBER:** (813)788-0020	

CITY/STATE/ZIP:	E-MAIL ADDRESS:
Zephyrhills, FL 33541	FLestimating@asphaltpavingsystems.com

"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this ITB and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the ITB requirements. I, the undersigned, declare that I have carefully examined the ITB, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this ITB with any other Offeror and have not colluded with any Offerors or parties to an ITB whatsoever for any fraudulent purpose."

N/A				
Addendum #	Addendum #	Addendum #	Addendum #	Addendum #

"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an ITB for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this ITB and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the ITB, including but not limited to certification requirements. In conducting offers with an agency for Sumter County Board of County Commissioners (BOCC), respondent agrees that if this Proposals is accepted, the respondent will convey, sell, assign, or transfer to the Sumter County BOCC all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the COUNTY. At the Sumter County BOCC discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."

Robert Capoferri / President		10/27/2023
Authorized Agent Name, Title (Print)	Authorized Signature	Date

This document must be completed and returned with your Submittal

STATEMENT OF TERMS AND CONDITIONS

S

TATEMENT OF VENDOR'S EXPERIENCE AND PERSONNEL

PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a Proposals/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Vendor list.

INDEMNIFICATION: Indemn
ification, Insurance and Sovereign Immunity. Vendor shall be solely and entirely responsible for its tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement. Vendor shall indemnify and save harmless the County, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of Vendor, its agents, or employees during performance under this Agreement. Vendor shall provide County with a certificate of coverage identifying County as both a Named Insured and a Certificate Holder. The foregoing is not intended, and shall not be construed, as a waiver by County of the benefits of Section 768.28, Florida Statutes.

PROHIBITION OF LOBBYING: During the black-out period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposals, or Qualifications, or information, as applicable, are received at Contracts / Purchasing and the time the Board awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the Board, or any Board employee other than the Purchasing Division Manager. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposals (RFP) or Invitation to Bid (BID) must be submitted in writing to the Board's Purchasing Division Manager.

ANTI TRUST LAWS: By submission of a signed RFP or BID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the Boards at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any Vendor as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the Purchasing Division Manager before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposals/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/BID's received. The Board and/or his CONSULTANT do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposals/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The Vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's/BID's must make an appointment by calling the Purchasing Division Manager at (352) 689-4400. All RFP's/BID's submitted in response to this solicitation become the property of the Board. Unless information submitted is proprietary, copy written, trademarked, or patented, the Board reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

TAXES: The Board of Sumter County Commissioners is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposals in connection with the work for which their RFP/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

By signing this form, the Contractor/Vendor agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud. IT IS AGREED BY THE UNDERSIGNED CONTRACTOR/VENDOR, THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE CONTRACTOR'S/VENDOR'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE CONTRACTOR/VENDOR AND THE BOARD OF SUMTER COUNTY COMMISSIONERS.

PROPOSER RESPONSIBILITY: Invitation by the Board to Vendors is based on the recipient's specific request and application to DemandStar by Onvia at www.DemandStar.com [(800) 711-1712] or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

OWNERSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the Vendors will become the property of the Board. Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Purchasing Division Manager will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: **All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.**

BOARD OF SUMTER COUNTY COMMISSIONERS, are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the Boards. Submittals not meeting stated minimum terms and qualifications may be rejected by the Boards as non-responsive. The Boards reserve the right to reject any or all submittals without cause. The Boards reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Boards, or who has failed to perform faithfully any previous contract with the Boards or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Nextel time is hereby established as the Official Time of the Boards for Public Works ITBs and the electronic submission stamp of all other responses will establish the Official Time of the Boards.

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as _____" must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the partnership name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit to BOCC a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such Vendor may be removed from future participation.

AWARD OF BID: It is the Boards' intent to select a Vendor within **sixty (60) calendar days** of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as the Boards may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Boards reserve the right to make investigations of the qualifications of the firm as it deems appropriate.

PREPARATION COSTS: The Board shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the Boards' representative (Purchasing Division Manager). All work will proceed in a timely manner without delays. The Vendor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the Purchasing Division Manager. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a Proposals/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable (Vendor must pay any DemandStar fees or any shipping).

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The Purchasing Division Manager is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the Boards unless evidenced by a Change Notice issued and signed by the Purchasing Division Manager, or designated representative.

QUANTITIES: The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Boards within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original Board format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED: _____ 10/27/2023

[Signature and Date]

This document must be completed and returned with your Submittal. Robert Capoferri / President

(Vendor may also provide any supplemental company or personnel information that will assist the

Selection Committee in evaluating your bid).

VENDOR: Asphalt Paving Systems, Inc.

DATE: 10/27/2023

1. How many years has your organization been in business as a general contractor under your present business name? 22

2. List all previous business names of your organization:
N/A

3. How many years of experience in general contracting? 22

Prime Contractor 22 Subcontractor _____

4. List all officers and directors of your organization:

NAME	POSITION/TITLE
Robert Capoferri	President
Kenneth Messina	Secretary

5. Have you ever failed to complete any work awarded to you in the last 3 years?
Yes _____ No X. If yes, where and why?

EXPERIENCE

1. Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual general contracting work of your organization?

See Attached

Name		Position
Type of Work	Yrs. Experience	Yrs. With Firm
Name		Position
Type of Work	Yrs. Experience	Yrs. With Firm

Name Position

Type of Work Yrs. Experience Yrs. With Firm

Name Position

Type of Work Yrs. Experience Yrs. With Firm

Name Position

Type of Work Yrs. Experience Yrs. With Firm

2. List/describe five (5) construction contracts that you currently have.

See Attached

Project Location

Date Contract Amount

Project Architect Contact Name and Phone Number

Owner's Contact Name and Phone Number

Project Location

Date Contract Amount

Project Architect Contact Name and Phone Number

Contact Name and Phone Number

Project Location

Date Contract Amount

Project Architect Contact Name and Phone Number

Contact Name and Phone Number

Project Location

Date Contract Amount

Project Architect Contact Name and Phone Number

Contact Name and Phone Number

Project

Location

Date

Contract Amount

Project Architect Contact Name and Phone Number

Contact Name and Phone Number

VENDOR'S AFFIDAVIT

State of Florida
County of Pasco

Before me personally appeared Robert Capoferri who is *(title)* President of *(the company described herein)* Asphalt Paving Systems,Inc. being duly sworn, deposes and says that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by Sumter County Board of County Commissioner deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known X or Produced Identification _____

Sworn to and subscribed before me this 27th day of October, 2023

NOTARY PUBLIC - STATE OF FLORIDA
(Signature of Notary Public)

Mary Fregoso
(Print Name of Notary Public)

(seal)

MARY E. FREGOSO
Commission # HH 356587
Expires January 31, 2027

This document must be completed and returned with your Submittal

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

Asphalt Paving Systems, Inc.
(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under proposal or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Authorized Signature

10/27/2023
Date Signed

State of: Florida

County of: Pasco

Sworn to and subscribed before me this 27th day of October, 20 23

Personally known X or Produced Identification _____
(Specify Type of Identification)

Signature of Notary

My Commission Expires 01/31/2027

(seal)

MARY E. FREGOSO
Commission # HH 356587
Expires January 31, 2027

This document must be completed and returned with your Submittal

HOLD HARMLESS AGREEMENT

The Vendor is required to purchase and maintain minimum limits of $1,000,000 per occurrence for all liability, which includes general liability and, if applicable, automobile liability. Other coverage may be required where applicable.

The Vendor agrees to hold the Board of Sumter County Commissioners harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, unless such claims are a result of the County's sole negligence.

The Vendor shall purchase and maintain workers' compensation insurance & employer's liability in accordance with Florida Statute Chapter 440.

The Vendor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the County representative requesting the service.

By signature upon this form the Vendor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Asphalt Paving Systems, Inc.	Robert Capoferri / President
Vendor-Print Name	**Signature**
Sumter County - Countywide Pavement Maintenance and Rehabilitation Services	10/27/2023
Project Name	**Date**

The effective dates of this Hold Harmless Agreement shall be for the duration of the contract associated with this project.

This document must be completed and returned with your Submittal

E-Verify /Vendor/SubVendor Certification

E-Verify is a federal system established by the Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. Detailed E-Verify program information for employers can be found at http://www.dhs.gov/e-verify.

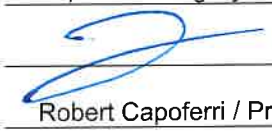
Vendors must certify compliance with the federal E-Verify program for all employees hired on or after the date of registration on the Department of Homeland Security website http://www.dhs.gov/e-verfiy by providing the Memorandum of Understanding electronic signature page with date of registration and company ID number and this E-Verify Certification form. In the case of vendors, this includes obtaining written certification from all sub-vendors who will participate in the performance of the contract. The certification below has been prepared for all County vendors to use for this purpose. All sub-vendor certifications must be kept on file with the contract and made available

to the state and/or Sumter County upon request. E-Verify must be obtained prior to the due date established in this formal solicitation.

CERTIFICATION

I certify that the company shown below is in compliance with the above statement and that I am authorized to sign on its behalf.

Name of Company: Asphalt Paving Systems, Inc.

Authorized signature: 

Printed name & Title: Robert Capoferri / President

Address: 8940 Gall Blvd, Zephyrhills, FL 33541

Date: 10/27/2023

Telephone Number: (813) 788-0010

E-mail address: FLestimating@asphaltpavingsystems.com

Sumter County reserves the right to determine how it will respond to any instances of non-compliance or false certification of compliance. Potential Sumter County actions include, but are not limited to, cancellation of the contract and/or suspending or debarring the contract Vendor from performing services in any aspect to the Sumter County.

Please contact the Purchasing Division at 352-689-4400 with questions regarding this requirement.

This document must be completed and returned with your Submittal.

ANTI-COLLUSION STATEMENT

By signing this form, the Contractor agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud,

IT IS AGREED BY THE UNDERSIGNED CONTRACTOR, THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE CONTRACTOR'S ACCEPTANCE. OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE CONTRACTOR AND THE BOARD OF SUMTER COUNTY COMMISSIONERS

NAME OF FIRM: Asphalt Paving Systems, Inc.

[Sign in ink in the space provided below]

SIGNED BY: _____

TITLE: President

ADDRESS: 8940 Gall Blvd

CITY & STATE: Zephyrhills, FL 33541

TELEPHONE: (813) 788-0010

No quotes will be withdrawn for a period of sixty (60) days subsequent to the opening of quotes, without the consent of the Board of Sumter County Commissioners,

NO QUOTE (Reason): N/A

This document must be completed and returned with your Submittal

STATEMENT OF PUBLIC ENTITY CRIMES

This is a sworn statement under Section 287.133(3)(a), Florida Statutes, on public entity crimes and must be signed in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted with Bid, Proposal or Contract No. 045-0-2023/RS for Sumter County Board of County Commissioners.

2. This sworn statement is submitted by Asphalt Paving Systems, Inc.

(Name of entity submitting sworn statement)

whose business address is:

8940 Gall Blvd

Zephyrhills, FL 33541

Its Federal Employer Identification Number (FEIN) is 22-3787755. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. I understand that a *Public Entity Crime* as defined in Paragraph 287.133(1)(g), Florida Statutes, is a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other State or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that *convicted* or *conviction* as defined in Paragraph 286.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial or entry of a plea of guilty or nolo contendere.

5. I understand that an *affiliate* as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
   (a) A predecessor or successor of a person convicted of a public entity or crime; or

   (b) An entity under the control of a natural person who is active in the management of the entity and who has been convicted of a public entity crime. *Affiliate* includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an *affiliate*.

6. I understand that a *person* as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. *Person* includes those officers, directors, executives, shareholders, partners, employees, members, and agents who are active in management of an entity.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

   X Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an

affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted Vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted Vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted Vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted Vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____
(Signature)

Sworn to and subscribed before me this 27th day of October, 2023.

Personally Known X

OR produced identification _____

_____
Type of identification produced

_____
Notary Public – State of Florida

MARY E. FREGOSO
Commission # HH 366587
Expires January 31, 2027

My commission expires 01/31/2027

Mary Fregoso
(Printed, typed or stamped
Commissioned name of notary public)

This document must be completed and returned with your Submittal

EXHIBIT A
Bid Form

Telephone: (352) 689-4400
Fax: (352) 689-4401

Re: **ITB 045-0-2023/RS COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

1. Having carefully examined the ITB for the project listed above:

   And being familiar with the premises affecting the work, the undersigned proposes and hereby agrees to furnish all labor and material and to perform all work in accordance with said documents for:

   ITB 045-0-2023/RS

2. In submitting this Bid, it is understood that the right is reserved by the Board of Sumter County Commissioners to reject any, and all bids.

3. The Vendor hereby acknowledges the receipt of None Addenda issued during the bid period and certifies their inclusion in the bid. (Indicate "NONE" if no addendums were received).

4. All Requests for Information (RFI's) will be sent to Jackie Valdez for response.

Date: 10/27/2023

Asphalt Paving Systems, Inc.
Vendor
By: Robert Capoferri / President
Title: President
Telephone: (813) 788-0010
Address: 8940 Gall Blvd
Zephyrhills, FL 33541

Countywide Pavement Maintenance and Rehabilitation Services
Unit Price Bid

The following unit costs shall include all material, labor, equipment, and any other additional charges required to accomplish the work of the unit cost.

Bid award will be based on the total unit pricing for each category listed in the unit price proposal. Bidders are NOT required to bid each category, but must provide pricing for ALL line items listed in those categories they are capable of producing and have prior applicable experience. Sumter County reserves the right to award a contract to one or more vendors.

CATEGORY A – MILLING PER TASK ORDER	UNIT	0 - 1,000	1,001 - 5,000	5,001 - 10,000	10,001 - 25,000	Over 25,000
1"	Sq. Yd.	$13.75	$7.15	$4.25	$3.75	$3.25
1.5"	Sq. Yd.	$13.75	$7.15	$4.25	$3.75	$3.25
2"	Sq. Yd.	$14.25	$7.90	$4.99	$3.99	$3.55
2.5"	Sq. Yd.	$14.25	$7.90	$4.99	$3.99	$3.55
3"	Sq. Yd.	$15.95	$7.99	$5.65	$4.85	$4.25
4"	Sq. Yd.	$16.95	$8.25	$6.20	$5.50	$5.15
5"	Sq. Yd.	$18.25	$8.60	$7.50	$5.95	$5.50
6"	Sq. Yd.	$21.25	$8.99	$7.95	$6.75	$6.25
Asphalt and/or profile millings deductive alternate for Contractor to deliver and transport (Beyond first 25 truck loads)	Cu. Yd.	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00
	UNIT	**0 – 10 (Miles)**	**<10 – 20 (Miles)**	**<20 – 30 (Miles)**	**Over 30 (Miles)**	

First 25 Truck Loads of Millings to be delivered to County Facility	Hauling Compensation/Mile From Work Site Location to County Facility back to Work site location	$5.00	$5.00	$5.00	$5.00	$5.00
CATEGORY A SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category A)		$132.40	$67.93	$49.78	$42.53	$38.75
CATEGORY A TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category A)				**$331.39**		

CATEGORY B – STRUCTURAL OVERLAY - ASPHALT TYPES PER TASK ORDER	**UNIT**	**0-100**	**101-500**	**501– 1,000**	**1,001–5,000**	**Over 5,000**
9.5 S.P. Traffic Level C	Ton	$781.57	$251.86	$188.29	$179.77	$171.62
12.5 S.P. Traffic Level C	Ton	$781.57	$251.86	$188.29	$179.77	$171.62
9.5 F.C. Traffic Level C	Ton	$801.57	$271.86	$208.29	$199.77	$191.62
12.5 F.C. Traffic Level C	Ton	$801.57	$271.86	$208.29	$199.77	$191.62
CATEGORY B SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category B)		$3,166.28	$1,047.44	$793.16	$759.08	$726.48
CATEGORY B TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category B)				**$6,492.44**		

CATEGORY C - CHIP SEAL / FOG SEAL PER TASK ORDER	**UNIT**	**0 - 25,000**	**25,001 - 50,000**	**50,001 - 100,000**	**Over 100,000**	
Single Chip (Number 89 Stone)	Sq. Yd.	$4.16	$3.51	$3.31	$3.31	
Double Chip (Number 57 & 89 Stone)	Sq. Yd.	$6.82	$6.16	$5.96	$5.96	
Triple Chip Seal	Sq. Yd.	$9.83	$8.95	$8.30	$8.30	
Fog Seal	Sq. Yd.	$ 0.70	$ 0.70	$ 0.70	$ 0.70	
CATEGORY C SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category C)		$21.51	$19.32	$18.27	$18.27	
CATEGORY C TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category C)				**$77.37**		

CATEGORY D - CAPE SEAL PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Cape Seal	Sq. Yd.	$ 12.06	$ 10.67	$ 10.21	$ 10.21	
CATEGORY D SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category D)		$12.06	$10.67	$10.21	$10.21	
CATEGORY D TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category D)				**$43.15**		

CATEGORY E - MICRO-SURFACING PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Double Micro	Sq. Yd.	$ 7.90	$7.16	$6.90	$6.90	
Single Micro	Sq. Yd.	$5.99	$5.25	$4.99	$4.99	
Rut Filling (Leveling)	Ton	$436.00	$436.00	$436.00	$436.00	
CATEGORY E SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category E)		$449.89	$448.41	$447.89	$447.89	
CATEGORY E TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category E)				**$1,794.08**		

CATEGORY F – IN-PLACE RECYCLING – RECONSTRUCTION (FULL DEPTH RECLAMATION) PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Pulverization	Sq. Yd.	$13.32	$10.21	$9.63	$9.09	
Cement - Cement Treated Base	Ton	$245.00	$245.00	$245.00	$245.00	
Asphaltic Cement - Foamed Asphalt Base	Gallon	$4.75	$4.75	$4.75	$4.75	
Asphaltic Emulsion - Emulsion Treated Base	Gallon	$3.64	$3.64	$3.64	$3.64	
Added Rap or Aggregates	Ton	$45.00				
Excavation for Widening/Unsuitable Materials	Cu. Yd.	$40.00				
General Use Optional Base Material	Cu. Yd.	$45.00				
	UNIT	**0' – 4' (width)**	**<4' to 6' (width)**	**<6' to 10' (width)**	**<10' (width)**	
Shoulder Rework	LF	$2.25	$2.75	$3.25	$3.75	
CATEGORY F SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category F)		$398.96	$266.35	$266.27	$266.23	
CATEGORY F TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category F)				**$1,197.81**		

CATEGORY G – ASPHALT REJUVENATION PER TASK ORDER	UNIT	0 - 1,000	1,001 - 5,000	5,001 - 25,000	25,001 - 50,000	Over 50,000
Rejuvenation	Sq. Yd.	$	$	$	$	$
Test Core Removal	Each	$	$	$	$	$
Test Core Laboratory Analysis-	Each	$	$	$	$	$
Rejuvenation (Including Titanium Dioxide)	Sq. Yd.	$	$	$	$	$
Field Core Removal	Each	$	$	$	$	$
Field Core Laboratory Analysis - Viscosity	Each	$	$	$	$	$
Field Core Laboratory Analysis – Titanium Dioxide Penetration	Each	$	$	$	$	$
Field Core Laboratory Analysis – Titanium Dioxide NO2 Reduction	Each	$	$	$	$	$
Field Core Laboratory Analysis – Titanium Dioxide Solar Reflectance Index (SRI)	Each	$	$	$	$	$
CATEGORY G SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category G)		**$**	**$**	**$**	**$**	**$**
CATEGORY G TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category G)				**NO BID $**		
CATEGORY H - CRACK SEALING PER TASK ORDER	**UNIT**	**0 - 500**	**500 -1,000**	**1,001 - 5,000**	**5,001 - 10,000**	**Over 10,000**
Crack Sealant	**Gallon**	$45.00	$40.00	$35.00	$33.00	$30.00
CATEGORY H SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category H)		$45.00	$40.00	$35.00	$33.00	$30.00
CATEGORY H TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category H)				**$183.00**		

CATEGORY I - TRAFFIC LOOP REPLACEMENT	UNIT					
Type A (FDOT Item # 660-2-101)	Each	$4,500.00				
Type B (FDOT Item # 660-2-102)	Each	$4,500.00				
Type F (FDOT Item # 660-2-106)	Each	$5,000.00				
Type F (FDOT Item #660-2-106 modified to 30 Ft)	Each	$6,000.00				
CATEGORY I TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for Category I)		**$20,000.00**				
CATEGORY J - SODDING PER TASK ORDER	**UNIT**					
Performance Turf Sod	Sq. Yd.	$4.50				
CATEGORY J SUB-TOTAL UNIT PRICING: (Instructions: Enter Total line item unit pricing for Category J)		**$4.50**				
CATEGORY K – VARIABLE MESSAGE BOARDS PER TASK ORDER	**UNIT**					
Variable Message Board	PER BOARD PER DAY	$ 32.00				
CATEGORY K SUB-TOTAL UNIT PRICING: (Instructions: Enter Total line item unit pricing for Category K)		**$32.00**				

CATEGORY L –PAVEMENT MARKINGS PER TASK ORDER					
Item:	Product Type:	Unit:	Painted	Thermoplastic	Misc.
L-1	White – Solid				
	4"	GM	$ 3,335.00	$ 5,635.00	
	6"	GM	$ 3,910.00	$ 6,325.00	
	8"	LF	$ 0.75	$ 1.84	
	12"	LF	$ 4.83	$ 6.04	
	18"	LF	$ 7.25	$ 7.25	
	24"	LF	$ 9.66	$ 12.08	
L-2	White – Skip				
	4"	GM	$ 1,207.50	$ 1,811.25	
	6"	GM	$ 1,449.00	$ 2,415.00	
L-3	Yellow – Solid				
	4"	GM	$ 3,381.00	$ 5,675.25	
	6"	GM	$ 3,864.00	$ 6,325.00	
	8"	LF	$ 0.75	$ 1.84	
	12"	LF	$ 3.62	$ 4.83	
	18"	LF	$ 5.41	$ 7.25	
L-4	Yellow – Skip				
	4"	GM	$ 1,207.50	$ 1,811.25	
	6"	GM	$ 1,449.00	$ 2,415.00	
L-5	Yellow – Double				
	4"	GM	$ 4,830.00	$ 11,350.50	
	6"	GM	$ 5,313.00	$ 12,650.00	

L-6	**Audible and Vibratory Pavement Markings**				
	Yellow – Skip 4"	GM	$ 9,901.50	$ 9,901.50	
	Yellow – Skip 6"	GM	$ 9,901.50	$ 9,901.50	
	White – Solid 4"	GM	$ 9,901.50	$ 9,901.50	
	White – Solid 6"	GM	$ 9,901.50	$ 9,901.50	
L-7	**Legends**				
	"STOP"	EA	$ 120.75	$ 241.50	
	"R X R" (Includes 6" white)	EA	$ 241.50	$ 425.50	
	"ONLY"	EA	$ 115.00	$ 241.50	
	"LANE"		$115.00	$241.50	
	"MERGE"	EA	$ 149.50	$ 299.00	
	"SCHOOL"	EA	$ 184.00	$ 339.25	
	"AHEAD"	EA	$ 172.50	$ 310.50	
	" Visitor"	EA	$ 149.50	$ 402.50	
	"Resident"	EA	$ 149.50	$ 460.00	
	"Path"	EA	$ 120.75	$ 241.50	
L-7	**Markings**				
	TURN AND THROUGH LANE TURN ARROW	EA	$ 80.50	$ 138.00	
	THROUGH LANE USE ARROW	EA	$ 40.25	$ 69.00	
	TURN LANE USE ARROW	EA	$ 46.00	$ 80.50	
	BIKE OR CART	EA	$ 34.50	$ 115.00	
	BIKE ARROW	EA	$ 34.50	$ 287.50	
	YIELD TRIANGLES	EA	$ 11.50	$ 28.75	
L-8	**Reflective Pavement Markers**				
	Bi-Directional, Amber	EA	$ 6.04	$ 6.04	
	Mono-Directional Colorless	EA	$ 6.04	$ 6.04	

	Bi-Directional, White/Red	EA	$ 6.04	$ 6.04	

L-9	Miscellaneous				
	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS			$350.00
	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS			$1,350.00
	SINGLE POST SIGN, F&I GROUND MOUNT, 21-30 SF	AS			$2,500.00
	MAILBOX (REMOVE AND REPLACE)	EA			$325.00
	Silt Fence Type III	LF			$ 2.50
	Removal of Existing Marking	SF			$ 3.45
	Preform Thermoplastic 12"	LF			$ 11.50
	Preform Thermoplastic 24"	LF			$ 23.00
	Off Duty Law Enforcement Officer	HR			$ 100.00
CATEGORY L SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category L)			$71,367.64	$100,000.00	$4,665.45
CATEGORY L TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category L)				**$ 176,033.09**	

SHADED NOT APPLICABLE

CATEGORY M – Mobilization	**UNIT**	$0.00 - $50,000	$50,001 - $100,000	$100,001 - $500,000	Over $500,000	
Work Order Total	LS	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	
CATEGORY M SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category M)		$3,500.00	$3,500.00	$3,500.00	$3,500.00	
CATEGORY M TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category M)				**$14,00.00**		

CATEGORY N – Maintenance of Traffic	**UNIT**	0 - 7	8 - 14	15 - 21	22-31	Over 31
Standard Index 600 Series MOT TWO-LANE AND MULTILANE, WORK ON SHOULDER	Day	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00
Standard Index 600 Series MOT TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	Day	$ 750.00	$ 750.00	$ 750.00	$ 750.00	$ 750.00

Standard Index 600 Series MOT TWO-LANE, TWO-WAY, INTERSECTION WORK	Day	$ 750.00	$ 750.00	$ 750.00	$ 750.00	$750.00
Standard Index 600 Series MOT Multilane Roadway, Lane Closures	Day	$ 750.00	$ 750.00	$ 750.00	$ 750.00	$ 750.00
Standard Index 600 Series MOT Multilane Roadway, Intersection Work	Day	$ 750.00	$ 750.00	$ 750.00	$ 750.00	$ 750.00
Standard Index 600 Series MOT Temporary Road Closure	Day	$ 750.00	$ 750.00	$ 750.00	$ 750.00	$ 750.00
Standard Index 600 Series MOT Two-Way Left-Turn Lanes	Day	$ 750.00	$ 750.00	$ 750.00	$ 750.00	$ 750.00
Standard Index 600 Series MOT Sidewalk Closure	Day	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$250.00
Standard Index 600 Series MOT Work Within the Roundabout	Day	$ 750.00	$ 750.00	$ 750.00	$ 750.00	$ 750.00
CATEGORY N SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category N)		$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00
CATEGORY N TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category N)				**$30,000.00**		

SHADED NOT APPLICABLE

Countywide Pavement Maintenance and Rehabilitation Services
Bid Form

BID OF

Asphalt Paving Systems, Inc.
Full Legal Company Name

8940 Gall Blvd, Zephyrhills, FL 33541 (813) 788-0010 (813) 788-0020
Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled Countywide Pavement Maintenance and Rehabilitation Services in Sumter County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid summarized as follows:

The following total unit costs (from the unit price) shall include all material, labor, equipment, and any other additional charges required to accomplish the work of the unit cost for any locations within Sumter County. Partial bids will be accepted on a per category basis. Bidders are NOT required to bid each category, but must provide pricing for ALL line items listed in those categories on the unit price for which the bidder is capable of producing and have prior applicable experience.

FOR: Countywide Pavement Management and Rehabilitation Services

CATEGORY A TOTAL UNIT PRICING: $ 331.39
(From the unit price) Amount Written in Numerals

Three hundred thirty one dollars and thirty nine cents.
/100 Amount Written in Words

CATEGORY B TOTAL UNIT PRICING: $ 6,492.44
(From the unit price) Amount Written in Numerals

Six thousand four hundred ninety two dollars and forty four cents.
/100 Amount Written in Words

CATEGORY C TOTAL UNIT PRICING: $ 77.37
(From the unit price) Amount Written in Numerals

Seventy seven dollars and thirty seven cents.

/100 Amount Written in Words

CATEGORY D TOTAL UNIT PRICING: $ 43.15
(From the unit price) Amount Written in Numerals

Forty three dollars and fifteen cents.
/100 Amount Written in Words

CATEGORY E TOTAL UNIT PRICING: $ 1,794.08
(From the unit price) Amount Written in Numerals

One thousand seven hundred ninety four dollars and eight cents.
/100 Amount Written in Words

CATEGORY F TOTAL UNIT PRICING: $ 1,197.81
(From the unit price) Amount Written in Numerals

One thousand one hundred ninety seven dollars and eighty one cents.
/100 Amount Written in Words

CATEGORY G TOTAL UNIT PRICING: $ 0.00
(From the unit price) Amount Written in Numerals

No Bid
/100 Amount Written in Words

CATEGORY H TOTAL UNIT PRICING: $ 183.00
(From the unit price) Amount Written in Numerals

One hundred eighty three dollars and zero cents.
/100 Amount Written in Words

CATEGORY I TOTAL UNIT PRICING: $ 20,000.00
(From the unit price) Amount Written in Numerals

Twenty thousand dollars and zero cents.
/100
Amount Written in Words

CATEGORY J TOTAL UNIT PRICING: $ 4.50
(From the unit price) Amount Written in Numerals

Four dollars and fifty cents.
/100 Amount Written in Words

CATEGORY K TOTAL UNIT PRICING: $ 32.00
(From the unit price) Amount Written in Numerals

Thirty two dollars and zero cents.
/100 Amount Written in Words

CATEGORY L TOTAL UNIT PRICING: $ 176,033.09
(From the unit price) Amount Written in Numerals

One hundred seventy six thousand thirty three dollars and nine cents.
/100 Amount Written in Words

CATEGORY M TOTAL UNIT PRICING: $ 14,000.00
(From the unit price) Amount Written in Numerals

Fourteen thousand dollars and zero cents.
/100 Amount Written in Words

CATEGORY N TOTAL UNIT PRICING: $ 30,000.00
(From the unit price) Amount Written in Numerals

Thirty thousand dollars and zero cents.
/100 Amount Written in Words

Each Bidder shall print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the items shown above. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and deem the Bidder nonresponsive to the requirements of the Bid.

All Unit Prices shall be established at the beginning of the contract and may be adjusted (+ or -) annually upon approval of both the Contractor and County and only at the beginning of each renewal period.

Any approved annual rate adjustments shall take effect with the first task order issued after the

renewal period. Additional Unit Price items not included on the official bid form will be submitted to the County's authorized representative for prior approval and will be added to the Standard Agreement through a Contract Amendment and must be accepted by both the Contractor and the County. Price adjustments for fuel and bituminous products will not be allowed on a task order basis.

Note: The listing order of bid items reflects a construction sequence in general terms for bidding purposes only and is not a specific construction schedule.

Sumter County reserves the right to award a contract to more than one bidder.

Micro Surfacing & Crack Seal References

2.	Project Name	Annual Micro Surfacing
	Owner	Osceola County
	Contact	Matt Perry
	Address	1 Courthouse Square
		Kissimmee, FL 34741
	Telephone Number	407-742-7515
	Project Description	CHIP / FOG/MICRO/CAPE SEAL
	Date	2021-2022 $1,235,468.25
	Email	mper3@Osceola.org
3.	Project Name	Annual Resurfacing FY 18-19
	Owner	City of Zephyrhills
	Contact	Shane LeBlanc
	Address	5335 8th Street
		Zephyrhills, FL 33542
	Telephone Number	813-780-0022
	Project Description	MICRO / SP 9.5 / CHIP/CAPE SEAL
	Date	Dec 2021 $481,581.25
	Email	sleblanc@ci.zephyrhills.fl.us
5.	Project Name	2017 Roadway Resurfacing and Striping
	Owner	City of Seminole
	Contact	Rodney Due
	Address	9199 113th Street N
		Seminole, FL 33772
	Telephone Number	727-397-6383
	Project Description	MICRO / CRACK SEAL / SP 9.5
	Email	rdue@myseminole.com
7.	Project Name	Annual Pavement Preservation Treatments
	Owner	City of Lakeland
	Contact	Mike Slaton
	Address	407 Fairway Drive
		Lakeland, FL 33801
	Telephone Number	863-834-3306
	Project Description	MICRO / CRACK SEAL/CAPE SEAL
	Date & Amount	2021 $491,928.00
	Email	michael.slaton@lakelandgov.net

8.	Project Name	Pavement Alternative Methods (term contract)
	Owner	Polk County
	Contact	Austin Potts
	Address	300 Sheffield Road
		Winter Haven, FL 33880
	Telephone Number	863-393-4114
	Project Description	CIR / SP 9.5 / MICRO / CHIP / FDR / CRACK SEAL/CAPE SEAL
	Date & Amount	January 2023 $1,045,268.35
	Email	AustinPotts@polk-county.net
9.	Project Name	RFB RD 95-15 Pavement Preservation
	Owner	Okaloosa County
	Contact	Robert Vanenbroeck
	Address	302 N. Wilson Street, Suite 203
		Crestview, FL 32526
	Telephone Number	850-689-5772
	Project Description	CHIP / MICRO / CRACK SEAL
	Date	Apr-19
	Email	rvandenbroeck@myokaloosa.com
10.	Project Name	Yearly Road Building Services
	Owner	Manatee County
	Contact	Philip Catalano
	Address	1026 26th Avenue E
		Bradenton, FL 34208
	Telephone Number	941-708-7450
	Project Description	Micro-surfacing/ Chip Seal
	Date & Amount	2020-2023 $772,368.23
	Email	phil.catalano@mymanatee.org
11	Project Name	Asphalt Pavement Preservation
	Owner	City of Jacksonville
	Contact	Janet Duffy
	Address	6455 Powers Ave
		Jacksonville, FL 32217
	Telephone Number	904-733-1478
	Project Description	Micro-surfacing
	Date	FY 2021 $2,000,000.00
	Email	jduffy@eismanrusso.com

12	Project Name	Pavement Preservation
	Owner	City of Tallahassee
	Contact	Jennifer Magavero
	Address	300 S. Adams St
		Tallahassee, FL 32301
	Telephone Number	850-891-5325
	Project Description	Micro-surfacing / Chip Seal / Cape Seal
	Date & Amount	10/22/2019 $502,604.34
	Email	jennifer.magavero@talgov.com

14	Project Name	RFQ 17619, 2: Neighborhood Resurfacing and Pavement Treatment
	Owner	Hillsborough County BOCC
	Contact	
	Address	601 E. Kennedy Blvd, 22nd Floor
		Tampa, FL 33602
	Telephone Number	813-307-1868
	Project Description	MICRO/CHIP SEAL/CAPE SEAL
	Date & Amount	2019

Cape Seal References

1.)	Project Name	Pavement Alternative Methods (term contract)
	Owner	Polk County
	Contact	Katia Delgado
	Address	300 Sheffield Road
		Winter Haven, FL 33880
	Telephone Number	863-393-4114
	Project Description	CIR / SP 9.5 / MICRO / CHIP / FDR / CAPE SEAL
	Date & Amount	5/30/17 - 2018 $3,000,000
2.)	Project Name	Annual Resurfacing
	Owner	City of Zephyrhills
	Contact	Shane LeBlanc
	Address	5335 8th Street
		Zephyrhills, FL 33542
	Telephone Number	813-780-0022
	Project Description	Cape Seal
	Date & Amount	12/9/21 - $135,838.00
3.)	Project Name	Annual Pavement Preservation Treatments
	Owner	City of Lakeland
	Contact	Troy McCain
	Address	407 Fairway Drive
		Lakeland, FL 33801
	Telephone Number	863-834-3306
	Project Description	MICRO / CRACK SEAL/CAPE SEAL
	Date & Amount	2021 $491,928.00
	Email	troy.mccain@lakelandgov.net
4.)	Project Name	Pavement Preservation
	Owner	City of Tallahassee
	Contact	Art Sivilla
	Address	300 S. Adams St
		Tallahassee, FL 32301
	Telephone Number	850-570-7758
	Project Description	Micro-surfacing / Chip Seal / Cape Seal
	Date & Amount	10/22/2019 $502,604.34
	Email	arturo.sivilla@talgov.com

5.)	Project Name	RFQ 17619, 2: Neighborhood Resurfacing and Pavement Treatment
	Owner	Hillsborough County BOCC
	Contact	
	Address	601 E. Kennedy Blvd, 22nd Floor
		Tampa, FL 33602
	Telephone Number	813-307-1868
	Project Description	MICRO/CHIP SEAL/CAPE SEAL
	Date & Amount	2019

Chip References

Project Name	C12-05-167; Chip Seal and Asphalt Surfacing
Owner	St Lucie County
Contact	Christopher Lestrange
Address	2300 Virginia Avenue
	Ft. Pierce, FL 34982
Telephone Number	772-462-2511
Project Description	Chip Seal-Silver Lake Park
Date & Amount	2/3/2021 $141,640.95

Project Name	Pavement Alternative Methods (term contract)
Owner	Polk County
Contact	Katia Delgado
Address	300 Sheffield Road
	Winter Haven, FL 33880
Telephone Number	863-393-4114
Project Description	CIR / SP 9.5 / MICRO / CHIP / FDR
Date & Amount	5/30/17 - 2018 $3,000,000

Project Name	Annual Resurfacing
Owner	City of Zephyrhills
Contact	Shane LeBlanc
Address	5335 8th Street
	Zephyrhills, FL 33542
Telephone Number	813-780-0022
Project Description	CHIP Seal
Date & Amount	12/9/21 - $135,838.00

Project Name	Pavement Preservation
Owner	Osceola County
Contact	Shane King
Address	1 Courthouse Square
	Kissimmee, FL 34741
Telephone Number	407-742-7522
Project Description	Chip Seal
Date & Amount	3/10/2022 $66,978.26
Email	Shane.King@Osceola.org

Project Name	2016 Street Resurfacing Project
Owner	City of Davenport
Contact	Darryl Koon
Address	1 South Allapaha Avenue
	Davenport, FL 33836
Telephone Number	863-419-3300
Project Description	CHIP
Date & Amount	10/30/16 - $250,022.90
Email	

Project Name	Chip Seal Bid No. 15-601
Owner	Nassau County
Contact	David Hern
Address	37356 Pea Farm Road
	Hilliard, FL 32046
Telephone Number	904-530-6175
Project Description	CHIP / FOG
Date & Amount	8/10/2017 - $120,000.00
Email	Dhern@nassaucountyfl.com

Project Name	RFB RD 95-15 Pavement Preservation
Owner	Okaloosa County
Contact	Bryan Moore
Address	302 N. Wilson Street, Suite 203
	Crestview, FL 32526
Telephone Number	850-689-5772
Project Description	CHIP
Date & Amount	11/16/2020 $367,526.50
Email	bmoore@co.okaloosa.fl.us

Project Name	Piggyback-Pavement Alternative Methods (term contract)
Owner	Brevard County
Contact	Bruce Black
Address	2825 Judge Fran Jamieson Way
	Melbourne, FL 32940
Telephone Number	321-690-6815
Project Description	Chip
Date & Amount	2021

Cold-in-Place Recycling References

Project Name	Cold In Place Bituminous Base Recycling with Apshalt Resurfacing
Owner	Orange County
Contact	Eddy Quinn
Address	4200 S John Young Pkwy
	Orlando, FL 32839
Telephone Number	407-836-7960
Project Description	Cold In Place Recycling / Paving
Date & Amount	5/30/17 -2019 $3,391,350.00
	Edward.Quinn@ocfl.net

Project Name	Lorraine Road Cold Recycle
Owner	Manatee County
Contact	Philip Catalano
Address	1026 26th Avenue E
	Bradenton, FL 34208
Telephone Number	941-708-7450
Project Description	Cold In Place Recycling / Paving
Date & Amount	2019
Email	phil.catalano@mymanatee.org

Project Name	2015-2016 Annual Asphalt Pavement Rehabilitation
Owner	Pasco County
Contact	Efrain Figueroa
Address	8919 Government Drive
	New Port Richey, FL 34654
Email:	efigueroa@pascocountyfl.net
Telephone Number	727-834-3601
Project Description	Cold In Place Recycling / Paving
Date & Amount	9/30/17 -2019 $5,000,000

Project Name	
Owner	Seminole County
Contact	Mike Garcia
Address	100 E. 1st Street
	Sanford, FL 32771
Telephone Number	407-665-5673
Project Description	Cold In Place Recycling / Paving
Date & Amount	4/1/2018 $601,660.00
Email:	mgarcia@seminolecountyfl.gov

Project Name	Lakewood Ranch Blvd CIR / AJAX
Owner	Manatee County
Contact	Philip Catalano
Address	1026 26th Avenue E
	Bradenton, FL 34208
Telephone Number	941-708-7450
Project Description	CIR Lakewood Ranch Blvd
Date & Amount	3/14/2019 $728,042.00
Email	phil.catalano@mymanatee.org

Full Depth Reclamation References

Asphalt Paving Systems, Inc.

Project Name	City of Palm Bay Eldron Unit 41/
Owner	City of Palm Bay (VA Paving Was Prime Contractor)
Contact	Hector Franco
Address	120 Malabar Road SE
	Palm Bay, FL 32907
Telephone Number	321-952-3400
Project Description	FDR (Cement & Emulsion)
Date & Amount	10/1/2019 $1,071,501.05

Project Name	C12-05-167; Chip Seal and Asphalt Surfacing (Term)
Owner	St Lucie County
Contact	Christopher Lestrange
Address	2300 Virginia Avenue
	Ft. Pierce, FL 34982
Telephone Number	772-462-2511
Email:	lestrangec@stlucieco.org
Project Description	FDR (Cement & Emulsion)
Date	7/5/16 - 12/31/2019

Project Name	CR-278 (Peacock Rd) Anderson Columbia was prime contractor
Owner	Jackson County
Address	2864 Madison Street
	Marianna, FL 32448
Telephone Number	850-482-9677 (Jackson County)
Contact	Kevin Buchanan (Anderson Columbia)
Email:	Kkevinb@andersoncolumbia.com
Project Description	FDR (Cement & Emulsion)
Date & Amount	Jan. 2020 $350,000

Project Name	Annual Asphalt Pavement Rehabilitation (Term Contract)
Owner	Pasco County
Contact	Efrain Figueroa
Address	8919 Government Drive
	New Port Richey, FL 34654
Telephone Number	727-834-3601
Email:	efigueroa@pascocountyfl.net
Project Description	FDR (Cement & Emulsion)
Date & Amount	9/30/17 - 12/31/2018 $5,000,000

Project Name	Full Depth Reclamation Project
Owner	City of Dunedin
Contact	
Address	737 Louden Avenue, 2nd Floor
	Dunedin, FL 34697
Telephone Number	727-298-3208
Project Description	FDR (Cement & Emulsion)
Date	Sep. 2019

Project Name	Pavement Alternative Methods (term contract)
Owner	Polk County
Contact	Katia Delgado
Address	300 Sheffield Road
	Winter Haven, FL 33880
Telephone Number	863-393-4114
Email:	KatiaDelgado@polk-county.net
Project Description	FDR (Cement & Emulsion)
Date	5/30/17 - 12/31/2018

Project Name	Piggyback of Polk Co. Pavement Alternative Methods (term contract)
Owner	City of St Cloud
Contact	Dianna Rawleigh
Address	1300 9th Street
	St Cloud FL
Telephone Number	407-957-7103
Project Description	FDR (Cement & Emulsion) Nolte Rd
Date & Amount	4/1/2018 $ 1,450,255.00
Email:	dianna.rawleigh@stcloud.org

Project Name	Piggyback-Pavement Alternative Methods (term contract)
Owner	Brevard County
Contact	Bruce Black
Address	2825 Judge Fran Jamieson Way
	Melbourne, FL 32940
Telephone Number	321-690-6815
Email:	bruce.black@brevardfl.gov
Project Description	FDR (Cement & Emulsion)
Date & Amount	2019-2020 $2,000,000

Paving References

Asphalt Paving Systems, Inc.

Project Name	Annual Asphalt Pavement Rehabilitation (Term Contract)
Owner	Pasco County
Contact	Michael Silvery
Address	4454 Grand Blvd.
	New Port Richey, FL 34654
Telephone Number	727-834-3601
Email:	msilvey@pascocountyfl.net
Project Description	Little Road; Milling and Paving
Date & Amount	January 2021 $ 2,012,572.09

Project Name	Gulfport Resurfacing
Owner	City of Gulfport
Contact	Kendrix Anderson
Address	2401 53rd Street South
	Gulfoort, FL 33707
Telephone Number	727-893-1083
Email:	Kanderson@mygulfport.us
Project Description	Milling and Paving
Date & Amount	January 2021 $ 371,000.00

Project Name	Street Rehabilitation
Owner	City of St. Pete Beach
Contact	Brett Warner
Address	155 Corey Avenue
	St. Pete Beach, FL 33706
Telephone Number	727-363-9254
Email:	N/A
Project Description	Milling and Paving
Date & Amount	January 2021 $ 905,428.30

Project Name	Bid No. 20-062; Roadway Surfacing, Recontruction and Preservation
Owner	St Lucie County
Contact	Christopher Lestrange
Address	2300 Virginia Avenue
	Ft. Pierce, FL 34982
Telephone Number	772-462-2511
Email:	lestrangec@stlucieco.org
Project Description	FDR, Chip Seal, and Mill & Paving
Date & Amount	January 2021 $ 1,522,454.01

Project Name	Annual Resurfacing FY 18-19
Owner	City of Zephyrhills
Contact	Shane LeBlanc
Address	5335 8th Street
	Zephyrhills, FL 33542
Telephone Number	813-780-0022
Email	sleblanc@ci.zephyrhills.fl.us
Project Description	Mill, Paving, Micro and Chip Seal
Date & Amount	1/1/2019 $391,557.40

FDOT Reference for Full Depth Reclamation

Project Name	State Road 37 Polk County FDR Project #434957-1-52-01
Owner	Florida Department of Transportation
Contact	Mark L. Peronto, P.E.
Address	2730 SR 60 West
	Bartow FL 33831-1249
Telephone Number	O: 863-519-4211 C: 863-370-2617
Project Description	Full Depth Reclamation (Cement & Emulsion)
Date & Amount	March 2018 - $1,169,355.75

State of Florida
Department of State

I certify from the records of this office that ASPHALT PAVING SYSTEMS, INC. is a New Jersey corporation authorized to transact business in the State of Florida, qualified on December 4, 2009.

The document number of this corporation is F09000004816.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on March 14, 2023, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourteenth day of March, 2023



Secretary of State

Tracking Number: 3995602165CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Asphalt Paving Systems, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
PO Box 530

Requester's name and address (optional)

6 City, state, and ZIP code
Hammonton, NJ, 08037

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			-		-				

or

Employer identification number
2	2	-	3	7	8	7	7	5	5

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ▶ [signature] **Date** ▶ 1/16/23

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

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

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

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

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholdi*n later.*

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER McKee Risk Management, Inc. 610 Freedom Business Center Drive, Suite 300 King of Prussia, PA 19406-1329	CONTACT NAME: Joseph J. Meola, CIC, CRM PHONE (A/C, No, Ext): 609 561-4161 FAX (A/C, No): 609 567-2824 E-MAIL ADDRESS: rivey@mckeerisk.com
INSURED Asphalt Paving Systems Inc. 500 N. Egg Harbor Road P O Box 530 Hammonton, NJ 08037	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Starr Indemnity & Liability Company — 38318 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	X		1000025864231	04/01/2023	04/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $100,000 $5,000 $2,000,000 $4,000,000 $4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			1000008480231	04/01/2023	04/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$2,000,000 $ $ $
A	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			1000586980231	04/01/2023	04/01/2024	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		1000004574	04/01/2023	04/01/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

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

SAMPLE

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Contractor Pre-Qualification (CPQ)



Prequalified Contractors Listing

7/6/2023 8:13:21 AM EST

Return to Inquiry Menu

Contractor with Name ASPHALT PAVING SYSTEMS, INC.
1-1 of 1 contractors

Printer Friendly Version

VENDOR NAME	HOME OFFICE ADDRESS	BIDDING OFFICE ADDRESS
ASPHALT PAVING SYSTEMS, INC. F223787755010 EXPIRES: 6/30/2024	PO BOX 530 HAMMONTON, NJ 08037-0530 (609)561-4161	8940 GALL BVD ZEPHYRHILLS, FL 33540 (813)788-0010

WORK CLASSES

DRAINAGE
GRADING
* JOINT AND CRACK SEALING
FLEXIBLE PAVING
HOT PLANT-MIXED BITUM. COURSES

Experience of Key Individuals

Asphalt Paving Systems, Inc. – Experience of Key Individuals

Individual's Name	Title	Exp.	Primary Office
Robert Capoferri	CEO	33	Florida
Kenneth Messina	Operations Manager	28	Florida & New Jersey
Robert Bevilacqua	Project Manager	32	Florida & New Jersey
Dave Gannon	Project Manager	28	Florida
Thomas Donald	Regional Manager	29	Florida
Steven Mahon	Superintendent	18	Florida & New Jersey
Jake Stockwell	Superintendent	15	Florida
Leon Rubba	Equipment Operator	15	Florida
Jeff Daunoras	Grader Operator	28	Florida
David Monroy	Equipment Operator	8	Florida
Dennis Williams	Foreman	25	Florida
Mike Mobley	Laborer	8	Florida
Ron Maccarella	Laborer	20	Florida & New Jersey

SUMTER COUNTY COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITIATION SERVICES AGREEMENT

THIS AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this 14th day of November, 2023, by and between **Board of Sumter County Commissioners** (hereinafter referred to as "Board," or "County"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and Asphalt Paving Systems, Inc. (hereafter referred to as "Vendor"), whose address is 8940 Gall Boulevard, Zephyrhills, Florida 33541.

RECITALS

WHEREAS, the Board has need of professional services for ITB 045-0-2023/RS; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Vendor, based on the Vendor's response to ITB 045-0-2023/RS Countywide Pavement Maintenance and Rehabilitation Services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The relationship of the Vendor to the Board will be that of a professional Vendor and the Vendor will provide the professional and technical services required under this Agreement in accordance with acceptable professional practices and ethical standards applicable to Vendor's profession, and Vendor will endeavor to provide to the Board prompt and efficient services to the best of its ability.

2. Vendor is hereby retained and employed as a Sumter County Contactor, and will work with the Board to provide services in accordance with the scope of work outlined in ITB 045-0-2023/RS.

3. The term of this Agreement shall commence on November 14, 2023 and continue full force for two years with an additional two (2) – one year renewals from the date established in the Notice to Proceed, unless otherwise terminated as provided in paragraph four (4) of this Agreement. The term of this Agreement does not relieve the Vendor of any future responsibility as described in paragraph six (6) of this Agreement.

4. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such notice. If this Agreement is terminated, Vendor shall be authorized to receive payment for all work performed up to the date of termination.

1. With regard to compensation paid to Contractor, Contractor shall furnish to the Board an itemized invoice detailing all of Contractors hours, services, expenses and any other services utilized by the Board. The invoice shall be itemized pursuant to and in accordance with the Fee Schedule, attached hereto as Exhibit A, and incorporated herein *in haec verba.* Contractor shall submit all invoices pursuant to the Local Government Prompt Payment Act, F.S. 218. Contractor acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of this Agreement, including both the

Initial Term and any Renewal Term, and thereafter shall only be adjusted by mutual written agreement of both parties.

a. For construction services progress payments, 5 percent (5%) of the payment will be withheld.

2. General Considerations.

a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Vendor and presented to the Board pursuant to this Agreement are and remain the property of the Board as instruments of service.
b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Vendor shall be made available to the Board upon request and shall be considered public records.
c. Vendor is required to: (i) keep and maintain public records required by Board; (ii) upon request from Board' s custodian of public records, provide Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a reasonable or as otherwise provided by law; (iii) ensure that public records that are exempt or, confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Vendor does not transfer the records to Board; (iv) upon completion of this Agreement, transfer, at no cost, to Board all public records in possession of Vendor or keep and maintain public records required by Board.
d. If Vendor transfers all public records to Board upon completion of this Agreement, Vendor shall destroy any duplicate public records that are exempt or, confidential and exempt, from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of this Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Board, upon request from Board's custodian of public records, in a format that is compatible with the information technology systems of Board.
e. Vendor shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder (the "Records"), for a minimum of five (5) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Board shall have the right to order, inspect, and copy all the Records as often as it deems necessary during any such period-of-time. The right to audit, inspect, and copy Records shall include all of the records of sub-Vendors (if any).
f. Vendor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.
g. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT** 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.

h. Vendor shall, at all times, carry General Liability, Automobile and Worker' s Compensation Insurance pursuant to the insurance requirements in ITB 045-0-2023/RS, naming Board as both a certificate holder and an additional insured in each such policy.
i. Upon Vendor's written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Vendor and Board mutually deem necessary, and Vendor may rely upon same in performing the services required under this Agreement.
j. Vendor is obligated by this agreement to comply with Section 20.055(5), Florida Statutes.
k. Any entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsive contractor may not submit a bid.

3. The Vendor may be required to provide additional services to the Board on challenges, public protests, administrative hearings or similar matters. The Vendor shall be available to represent the Board, serve as an expert witness, and provide supporting documentation as necessary. Should any other professional services be called for by the Board that are not otherwise set forth in this Agreement or any of its attachments or exhibits, charges for these services shall be agreed upon in advance by the parties hereto.

4. The Contract Documents, which comprise the entire Contract between Board and Vendor and which are further incorporated herein by reference, consist of the following:

    a. ITB 045-0-2023/RS
    b. Vendor' s Bid in Response to ITB 045-0-2023/RS
    c. This Agreement
    d. Permits / Licenses
    e. All Bid Addenda Issued Prior to Opening Date
    f. All Modifications and Change Orders Issued

5. Vendor shall be solely and entirely responsible for its tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement. Vendor shall indemnify and save harmless the Board, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of Vendor, its agents, or employees during performance under this Agreement. The foregoing is not intended, and shall not be construed, as a waiver by Board of the benefits of Section 768.28, *Florida Statutes.*

6. Vendor is, and shall be, in the performance of all services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of Board; and no provisions of Board' s personnel policies shall apply to this Agreement. None of the benefits provided by Board to its employees including, but not limited to, worker' s compensation insurance and unemployment insurance, are available from Board to Vendor, or its employees, agents or servants. Vendor assumes responsibility for payment of all federal, state and local taxes imposed or required of Vendor including but not limited to FICA, FUTA, unemployment insurance, Social Security and income tax laws for which Vendor as employer is responsible. Vendor shall be solely responsible for any worker's

compensation insurance required by law and shall provide the Board with proof of insurance upon demand. The parties agree that Board shall not: (a) pay dues, licenses or membership fees for Vendor; (b) require attendance by Vendor, except as otherwise specified herein; (c) control the method, manner or means of performing under this Agreement, except as otherwise specified herein; or (d) restrict or prevent Vendor from working for any other party.

7. **Force Majeure**. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder)], when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "**Impacted Party**") and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.

8. **Attorney's Fees; and Costs of Enforcement.** In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorneys' fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the non-prevailing party. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney' s fees and costs incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

9. **Law of the Agreement; Jurisdiction and Venue.** The Parties agree that the laws of the State of Florida shall govern any dispute arising from or related to this Agreement. The Parties to this Agreement agree that venue and jurisdiction is mandated to lie only in the state courts located in Sumter County, Florida. Removal of this case to federal court is not permitted. Litigation in federal court is precluded by agreement of the parties hereto. If, even though precluded by agreement of the Parties hereto, litigation arising from or based upon this contract should be mandated by a court of competent jurisdiction issued pursuant to a duly noticed hearing giving Sumter County adequate time to respond and all of the benefits of due process to lie in the proper venue or jurisdiction of a federal court, that federal court shall only be in the Middle District of Florida, Ocala Division. The Parties further agree that entry into this agreement constitutes irrevocable consent that the exclusive venue for any such dispute shall lie solely in the state or county courts in and for Sumter County, Florida. The Parties expressly and irrevocably waive any right(s) to removal of any such dispute to any federal court, unless the federal court has exclusive jurisdiction; in such cases, the parties agree that the exclusive venue for any such disputes shall be the United States District Court, in and for the Middle District of Florida, Ocala Division. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world, such party waives any argument that said party is not

subject to the jurisdiction of the state courts located in Sumter County, Florida and that the laws of the state of Florida.

10. **Entire Agreement**. This Agreement contains the entire agreement of the Parties and may not be changed except by written agreement duly executed by the Parties hereto. This Agreement supersedes any prior understandings or agreements between the Parties, and there are no representations, warranties, or oral agreements other than those expressly set forth herein.

11. **Assignment.** This Agreement shall not be assigned nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of County. No such approval by County of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of County. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that County shall deem necessary.

12. **Compliance with Licenses, Permits, and Applicable Laws**. In performing services hereunder, Vendor shall comply with all federal, state and local laws and regulations. Vendor shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Vendor shall be responsible for obtaining, at its sole cost and expense, all necessary license licenses and other governmental approvals required in order for Vendor to provide the type of services required hereunder.

13. **E-Verify**: system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees.

14. The Vendor agrees to certify to the Board that Vendor is in compliance with the federal E-Verify program, including obtaining written certification from all sub-Vendors who will participate in the performance of scope of services contemplated in this Agreement. All sub-Vendor certifications must be kept on file by the Vendor and made available to the state and/or the Board upon request. The Board reserves the right to take action against any Vendor deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of this Agreement and/or suspending or debarring the Vendor from performing services for the County.

15. **Conflict of Interest**. Vendor shall notify Board in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.

16. **Corporate Status; Change of Ownership.** If Vendor is a non-governmental, corporate entity:

    a. *Corporate Status*. Vendor shall ensure that the corporate status shall continuously be in good standing and active and current with the state of its incorporation and the State of Florida and at all times throughout the Term, and any renewal or extension hereof. Failure of the Vendor to keep its corporate status active and current shall constitute a material breach under the terms of this Agreement.

    b. *Change of Ownership*. Vendor shall notify County immediately upon any change in corporate ownership or any substitution of the key professional

assigned (the "Key Person") to perform under this Agreement ("Change of Ownership"). County shall have the option of cancelling this Agreement if a Change of Ownership is not suitable to it, provided however, no cancellation shall relieve the Vendor of its obligations to perform the work described herein or for liability for breach of same. A Change of Ownership means the occurrence of any one or more of the following: a sale, lease, or other disposition of 50% or more of the interest or assets of the company or corporation; a merger, reverse merger or consolidation with another entity; a transaction wherein a third-party becomes the beneficial owner having fifty (50%) percent or more interest in the corporation or company; or fifty (50%) percent or more of the total number of votes that may be cast for any act of the entity.

21. **Default.** Neither Party shall declare the other party in default of any provision of this Agreement without giving the other party at least ten (10) days advance written notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

22. **Dispute Resolution.** All disputes arising out of or in connection with this Agreement shall be attempted to be settled through good-faith negotiation between the Parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties. Failing resolution through negotiation or mediation, either Party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity as defined herein below.

23. **Jointly Drafted.** The Parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the Parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

24. **Parties Acknowledgement; Parties Bound**. The Parties acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, heirs, and personal representatives.

25. **Waiver**. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

26. **Time is of the Essence**. Time shall be of the essence of this Agreement.

27. **Survivability.** Any provision of this Agreement, which obligates any of the Parties to perform an obligation either before the commencement of the Term or after the expiration of the Term, or any renewal or extension thereof, shall be binding and enforceable notwithstanding that performance is not within the Term, and the same shall survive.

28. **Severability.** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

29. **Counterparts.** This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this Agreement, it shall not be necessary to produce or account for more than one such counterpart.

30. **Section and Paragraph Headings.** Captions or paragraph headings herein contained are for organizational convenience only and shall not be constructed as material provisions of this agreement or to limit any provisions hereunder.

31. **Cooperation; Supplementary Actions**. All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.

32. **Miscellaneous.** Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.

33. **Incorporation of Recitals**. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

34. **Notice.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be made in writing and shall be personally delivered to the individuals listed below, sent via prepaid courier or overnight courier, or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the addresses (and individuals) set forth below. No other form of electronic communications (Facebook, Twitter, Text) will be deemed Notice.

FOR THE BOARD	FOR THE VENDOR Asphalt Paving Systems, Inc.
Name: Bradley S. Arnold	Name: Robert Capoferri
Address:7375 Powell Road, Wildwood, FL 34785	Address: 8940 Gall Blvd, Zephyrhills, FL 33541
Title: County Administrator	Title: President
Date:	Date: 11/3/2023

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

By: Jannette Gallop D.C.

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

Craig A. Estep

By: Chairman

Date Signed: 11/14/23

ATTEST:

By: Kenneth Messina / Secretary

ASPHALT PAVING SYSTEMS, INC.

By: Robert Capoferri / President

Date Signed: 11/3/2023

EXHIBIT A
Bid Form

Telephone: (352) 689-4400
Fax: (352) 689-4401

Re: **ITB 045-0-2023/RS COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

1. Having carefully examined the ITB for the project listed above:

   And being familiar with the premises affecting the work, the undersigned proposes and hereby agrees to furnish all labor and material and to perform all work in accordance with said documents for:

   ITB 045-0-2023/RS

2. In submitting this Bid, it is understood that the right is reserved by the Board of Sumter County Commissioners to reject any, and all bids.

3. The Vendor hereby acknowledges the receipt of None Addenda issued during the bid period and certifies their inclusion in the bid. (Indicate "NONE" if no addendums were received).

4. All Requests for Information (RFI's) will be sent to Jackie Valdez for response.

Date: 10/27/2023

Asphalt Paving Systems, Inc.
Vendor
By: Robert Capoferri / President
Title: President
Telephone: (813) 788-0010
Address: 8940 Gall Blvd
Zephyrhills, FL 33541

Countywide Pavement Maintenance and Rehabilitation Services
Unit Price Bid

The following unit costs shall include all material, labor, equipment, and any other additional charges required to accomplish the work of the unit cost.

Bid award will be based on the total unit pricing for each category listed in the unit price proposal. Bidders are NOT required to bid each category, but must provide pricing for ALL line items listed in those categories they are capable of producing and have prior applicable experience. Sumter County reserves the right to award a contract to one or more vendors.

CATEGORY A – MILLING PER TASK ORDER	UNIT	0 - 1,000	1,001 - 5,000	5,001 - 10,000	10,001 - 25,000	Over 25,000
1"	Sq. Yd.	$13.75	$7.15	$4.25	$3.75	$3.25
1.5"	Sq. Yd.	$13.75	$7.15	$4.25	$3.75	$3.25
2"	Sq. Yd.	$14.25	$7.90	$4.99	$3.99	$3.55
2.5"	Sq. Yd.	$14.25	$7.90	$4.99	$3.99	$3.55
3"	Sq. Yd.	$15.95	$7.99	$5.65	$4.85	$4.25
4"	Sq. Yd.	$16.95	$8.25	$6.20	$5.50	$5.15
5"	Sq. Yd.	$18.25	$8.60	$7.50	$5.95	$5.50
6"	Sq. Yd.	$21.25	$8.99	$7.95	$6.75	$6.25
Asphalt and/or profile millings deductive alternate for Contractor to deliver and transport (Beyond first 25 truck loads)	Cu. Yd.	-$1.00	-$1.00	-$1.00	-$1.00	-$1.00
	UNIT	**0 – 10 (Miles)**	**<10 – 20 (Miles)**	**<20 – 30 (Miles)**	**Over 30 (Miles)**	

First 25 Truck Loads of Millings to be delivered to County Facility	Hauling Compensation/Mile From Work Site Location to County Facility back to Work site location	$5.00	$5.00	$5.00	$5.00	$5.00
CATEGORY A SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category A)		$132.40	$67.93	$49.78	$42.53	$38.75
CATEGORY A TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category A)		**$331.39**				

CATEGORY B – STRUCTURAL OVERLAY - ASPHALT TYPES PER TASK ORDER	**UNIT**	**0-100**	**101-500**	**501– 1,000**	**1,001–5,000**	**Over 5,000**
9.5 S.P. Traffic Level C	Ton	$781.57	$251.86	$188.29	$179.77	$171.62
12.5 S.P. Traffic Level C	Ton	$781.57	$251.86	$188.29	$179.77	$171.62
9.5 F.C. Traffic Level C	Ton	$801.57	$271.86	$208.29	$199.77	$191.62
12.5 F.C. Traffic Level C	Ton	$801.57	$271.86	$208.29	$199.77	$191.62
CATEGORY B SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category B)		$3,166.28	$1,047.44	$793.16	$759.08	$726.48
CATEGORY B TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category B)		**$6,492.44**				

CATEGORY C - CHIP SEAL / FOG SEAL PER TASK ORDER	**UNIT**	**0 - 25,000**	**25,001 - 50,000**	**50,001 - 100,000**	**Over 100,000**	
Single Chip (Number 89 Stone)	Sq. Yd.	$4.16	$3.51	$3.31	$3.31	
Double Chip (Number 57 & 89 Stone)	Sq. Yd.	$6.82	$6.16	$5.96	$5.96	
Triple Chip Seal	Sq. Yd.	$9.83	$8.95	$8.30	$8.30	
Fog Seal	Sq. Yd.	$ 0.70	$ 0.70	$ 0.70	$ 0.70	
CATEGORY C SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category C)		$21.51	$19.32	$18.27	$18.27	
CATEGORY C TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category C)		**$77.37**				

CATEGORY D - CAPE SEAL PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Cape Seal	Sq. Yd.	$ 12.06	$ 10.67	$ 10.21	$ 10.21	
CATEGORY D SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category D)		$12.06	$10.67	$10.21	$10.21	
CATEGORY D TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category D)				**$43.15**		

CATEGORY E - MICRO-SURFACING PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Double Micro	Sq. Yd.	$ 7.90	$7.16	$6.90	$6.90	
Single Micro	Sq. Yd.	$5.99	$5.25	$4.99	$4.99	
Rut Filling (Leveling)	Ton	$436.00	$436.00	$436.00	$436.00	
CATEGORY E SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category E)		$449.89	$448.41	$447.89	$447.89	
CATEGORY E TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category E)				**$1,794.08**		

CATEGORY F – IN-PLACE RECYCLING – RECONSTRUCTION (FULL DEPTH RECLAMATION) PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Pulverization	Sq. Yd.	$13.32	$10.21	$9.63	$9.09	
Cement - Cement Treated Base	Ton	$245.00	$245.00	$245.00	$245.00	
Asphaltic Cement - Foamed Asphalt Base	Gallon	$4.75	$4.75	$4.75	$4.75	
Asphaltic Emulsion - Emulsion Treated Base	Gallon	$3.64	$3.64	$3.64	$3.64	
Added Rap or Aggregates	Ton	$45.00				
Excavation for Widening/Unsuitable Materials	Cu. Yd.	$40.00				
General Use Optional Base Material	Cu. Yd.	$45.00				
	UNIT	**0' – 4' (width)**	**<4' to 6' (width)**	**<6' to 10' (width)**	**<10' (width)**	
Shoulder Rework	LF	$2.25	$2.75	$3.25	$3.75	
CATEGORY F SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category F)		$398.96	$266.35	$266.27	$266.23	
CATEGORY F TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category F)				**$1,197.81**		

CATEGORY G – ASPHALT REJUVENATION PER TASK ORDER	UNIT	0 - 1,000	1,001 - 5,000	5,001 - 25,000	25,001 - 50,000	Over 50,000
Rejuvenation	Sq. Yd.	$	$	$	$	$
Test Core Removal	Each	$	$	$	$	$
Test Core Laboratory Analysis-	Each	$	$	$	$	$
Rejuvenation (Including Titanium Dioxide)	Sq. Yd.	$	$	$	$	$
Field Core Removal	Each	$	$	$	$	$
Field Core Laboratory Analysis - Viscosity	Each	$	$	$	$	$
Field Core Laboratory Analysis – Titanium Dioxide Penetration	Each	$	$	$	$	$
Field Core Laboratory Analysis – Titanium Dioxide NO2 Reduction	Each	$	$	$	$	$
Field Core Laboratory Analysis – Titanium Dioxide Solar Reflectance Index (SRI)	Each	$	$	$	$	$
CATEGORY G SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category G)		**$**	**$**	**$**	**$**	**$**
CATEGORY G TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category G)				**NO BID**	**$**	

CATEGORY H - CRACK SEALING PER TASK ORDER	UNIT	0 - 500	500 -1,000	1,001 - 5,000	5,001 - 10,000	Over 10,000
Crack Sealant	**Gallon**	$45.00	$40.00	$35.00	$33.00	$30.00
CATEGORY H SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category H)		$45.00	$40.00	$35.00	$33.00	$30.00
CATEGORY H TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category H)				**$183.00**		

CATEGORY I - TRAFFIC LOOP REPLACEMENT	UNIT					
Type A (FDOT Item # 660-2-101)	Each	$4,500.00				
Type B (FDOT Item # 660-2-102)	Each	$4,500.00				
Type F (FDOT Item # 660-2-106)	Each	$5,000.00				
Type F (FDOT Item #660-2-106 modified to 30 Ft)	Each	$6,000.00				
CATEGORY I TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for Category I)		**$20,000.00**				

CATEGORY J - SODDING PER TASK ORDER	UNIT					
Performance Turf Sod	Sq. Yd.	$4.50				
CATEGORY J SUB-TOTAL UNIT PRICING: (Instructions: Enter Total line item unit pricing for Category J)		**$4.50**				

CATEGORY K – VARIABLE MESSAGE BOARDS PER TASK ORDER	UNIT					
Variable Message Board	PER BOARD PER DAY	$ 32.00				
CATEGORY K SUB-TOTAL UNIT PRICING: (Instructions: Enter Total line item unit pricing for Category K)		**$32.00**				

CATEGORY L –PAVEMENT MARKINGS PER TASK ORDER					
Item:	Product Type:	Unit:	Painted	Thermoplastic	Misc.
L-1	White – Solid				
	4"	GM	$ 3,335.00	$ 5,635.00	
	6"	GM	$ 3,910.00	$ 6,325.00	
	8"	LF	$ 0.75	$ 1.84	
	12"	LF	$ 4.83	$ 6.04	
	18"	LF	$ 7.25	$ 7.25	
	24"	LF	$ 9.66	$ 12.08	
L-2	White – Skip				
	4"	GM	$ 1,207.50	$ 1,811.25	
	6"	GM	$ 1,449.00	$ 2,415.00	
L-3	Yellow – Solid				
	4"	GM	$ 3,381.00	$ 5,675.25	
	6"	GM	$ 3,864.00	$ 6,325.00	
	8"	LF	$ 0.75	$ 1.84	
	12"	LF	$ 3.62	$ 4.83	
	18"	LF	$ 5.41	$ 7.25	
L-4	Yellow – Skip				
	4"	GM	$ 1,207.50	$ 1,811.25	
	6"	GM	$ 1,449.00	$ 2,415.00	
L-5	Yellow – Double				
	4"	GM	$ 4,830.00	$ 11,350.50	
	6"	GM	$ 5,313.00	$ 12,650.00	

L-6	**Audible and Vibratory Pavement Markings**				
	Yellow – Skip 4"	GM	$ 9,901.50	$ 9,901.50	
	Yellow – Skip 6"	GM	$ 9,901.50	$ 9,901.50	
	White – Solid 4"	GM	$ 9,901.50	$ 9,901.50	
	White – Solid 6"	GM	$ 9,901.50	$ 9,901.50	
L-7	**Legends**				
	"STOP"	EA	$ 120.75	$ 241.50	
	"R X R" (Includes 6" white)	EA	$ 241.50	$ 425.50	
	"ONLY"	EA	$ 115.00	$ 241.50	
	"LANE"		$115.00	$241.50	
	"MERGE"	EA	$ 149.50	$ 299.00	
	"SCHOOL"	EA	$ 184.00	$ 339.25	
	"AHEAD"	EA	$ 172.50	$ 310.50	
	" Visitor"	EA	$ 149.50	$ 402.50	
	"Resident"	EA	$ 149.50	$ 460.00	
	"Path"	EA	$ 120.75	$ 241.50	
L-7	**Markings**				
	TURN AND THROUGH LANE TURN ARROW	EA	$ 80.50	$ 138.00	
	THROUGH LANE USE ARROW	EA	$ 40.25	$ 69.00	
	TURN LANE USE ARROW	EA	$ 46.00	$ 80.50	
	BIKE OR CART	EA	$ 34.50	$ 115.00	
	BIKE ARROW	EA	$ 34.50	$ 287.50	
	YIELD TRIANGLES	EA	$ 11.50	$ 28.75	
L-8	**Reflective Pavement Markers**				
	Bi-Directional, Amber	EA	$ 6.04	$ 6.04	
	Mono-Directional Colorless	EA	$ 6.04	$ 6.04	

	Bi-Directional, White/Red	EA	$ 6.04	$ 6.04	

L-9	**Miscellaneous**				
	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS			$350.00
	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS			$1,350.00
	SINGLE POST SIGN, F&I GROUND MOUNT, 21-30 SF	AS			$2,500.00
	MAILBOX (REMOVE AND REPLACE)	EA			$325.00
	Silt Fence Type III	LF			$ 2.50
	Removal of Existing Marking	SF			$ 3.45
	Preform Thermoplastic 12"	LF			$ 11.50
	Preform Thermoplastic 24"	LF			$ 23.00
	Off Duty Law Enforcement Officer	HR			$ 100.00
CATEGORY L SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category L)			$71,367.64	$100,000.00	$4,665.45
CATEGORY L TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category L)				**$ 176,033.09**	

SHADED NOT APPLICABLE

CATEGORY M – Mobilization	**UNIT**	$0.00 - $50,000	$50,001 - $100,000	$100,001 - $500,000	Over $500,000	
Work Order Total	LS	$ 3,500.00	$ 3,500.00	$ 3,500.00	$ 3,500.00	
CATEGORY M SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category M)		$3,500.00	$3,500.00	$3,500.00	$3,500.00	
CATEGORY M TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category M)				**$14,00.00**		

CATEGORY N – Maintenance of Traffic	**UNIT**	0 - 7	8 - 14	15 - 21	22-31	Over 31
Standard Index 600 Series MOT TWO-LANE AND MULTILANE, WORK ON SHOULDER	Day	$ 500.00	$ 500.00	$ 500.00	$ 500.00	$ 500.00
Standard Index 600 Series MOT TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	Day	$ 750.00	$ 750.00	$ 750.00	$ 750.00	$ 750.00

Standard Index 600 Series MOT TWO-LANE, TWO-WAY, INTERSECTION WORK	Day	$ 750.00	$ 750.00	$ 750.00	$ 750.00	$750.00
Standard Index 600 Series MOT Multilane Roadway, Lane Closures	Day	$ 750.00	$ 750.00	$ 750.00	$ 750.00	$ 750.00
Standard Index 600 Series MOT Multilane Roadway, Intersection Work	Day	$ 750.00	$ 750.00	$ 750.00	$ 750.00	$ 750.00
Standard Index 600 Series MOT Temporary Road Closure	Day	$ 750.00	$ 750.00	$ 750.00	$ 750.00	$ 750.00
Standard Index 600 Series MOT Two-Way Left-Turn Lanes	Day	$ 750.00	$ 750.00	$ 750.00	$ 750.00	$ 750.00
Standard Index 600 Series MOT Sidewalk Closure	Day	$ 250.00	$ 250.00	$ 250.00	$ 250.00	$250.00
Standard Index 600 Series MOT Work Within the Roundabout	Day	$ 750.00	$ 750.00	$ 750.00	$ 750.00	$ 750.00
CATEGORY N SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category N)		$6,000.00	$6,000.00	$6,000.00	$6,000.00	$6,000.00
CATEGORY N TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category N)				**$30,000.00**		

SHADED NOT APPLICABLE

Countywide Pavement Maintenance and Rehabilitation Services
Bid Form

BID OF

Asphalt Paving Systems, Inc.
Full Legal Company Name

8940 Gall Blvd, Zephyrhills, FL 33541 (813) 788-0010 (813) 788-0020
Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled Countywide Pavement Maintenance and Rehabilitation Services in Sumter County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid summarized as follows:

The following total unit costs (from the unit price) shall include all material, labor, equipment, and any other additional charges required to accomplish the work of the unit cost for any locations within Sumter County. Partial bids will be accepted on a per category basis. Bidders are NOT required to bid each category, but must provide pricing for ALL line items listed in those categories on the unit price for which the bidder is capable of producing and have prior applicable experience.

FOR: Countywide Pavement Management and Rehabilitation Services

CATEGORY A TOTAL UNIT PRICING: $ 331.39
(From the unit price) Amount Written in Numerals

Three hundred thirty one dollars and thirty nine cents.
/100 Amount Written in Words

CATEGORY B TOTAL UNIT PRICING: $ 6,492.44
(From the unit price) Amount Written in Numerals

Six thousand four hundred ninety two dollars and forty four cents.
/100 Amount Written in Words

CATEGORY C TOTAL UNIT PRICING: $ 77.37
(From the unit price) Amount Written in Numerals

Seventy seven dollars and thirty seven cents.

/100 Amount Written in Words

CATEGORY D TOTAL UNIT PRICING: $ 43.15
(From the unit price) Amount Written in Numerals

Forty three dollars and fifteen cents.
/100 Amount Written in Words

CATEGORY E TOTAL UNIT PRICING: $ 1,794.08
(From the unit price) Amount Written in Numerals

One thousand seven hundred ninety four dollars and eight cents.
/100 Amount Written in Words

CATEGORY F TOTAL UNIT PRICING: $ 1,197.81
(From the unit price) Amount Written in Numerals

One thousand one hundred ninety seven dollars and eighty one cents.
/100 Amount Written in Words

CATEGORY G TOTAL UNIT PRICING: $ 0.00
(From the unit price) Amount Written in Numerals

No Bid
/100 Amount Written in Words

CATEGORY H TOTAL UNIT PRICING: $ 183.00
(From the unit price) Amount Written in Numerals

One hundred eighty three dollars and zero cents.
/100 Amount Written in Words

CATEGORY I TOTAL UNIT PRICING: $ 20,000.00
(From the unit price) Amount Written in Numerals

Twenty thousand dollars and zero cents.
/100
Amount Written in Words

CATEGORY J TOTAL UNIT PRICING: $ **4.50**
(From the unit price) Amount Written in Numerals

Four dollars and fifty cents.
/100 Amount Written in Words

CATEGORY K TOTAL UNIT PRICING: $ **32.00**
(From the unit price) Amount Written in Numerals

Thirty two dollars and zero cents.
/100 Amount Written in Words

CATEGORY L TOTAL UNIT PRICING: $ **176,033.09**
(From the unit price) Amount Written in Numerals

One hundred seventy six thousand thirty three dollars and nine cents.
/100 Amount Written in Words

CATEGORY M TOTAL UNIT PRICING: $ **14,000.00**
(From the unit price) Amount Written in Numerals

Fourteen thousand dollars and zero cents.
/100 Amount Written in Words

CATEGORY N TOTAL UNIT PRICING: $ **30,000.00**
(From the unit price) Amount Written in Numerals

Thirty thousand dollars and zero cents.
/100 Amount Written in Words

Each Bidder shall print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the items shown above. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and deem the Bidder nonresponsive to the requirements of the Bid.

All Unit Prices shall be established at the beginning of the contract and may be adjusted (+ or -) annually upon approval of both the Contractor and County and only at the beginning of each renewal period.

Any approved annual rate adjustments shall take effect with the first task order issued after the

renewal period. Additional Unit Price items not included on the official bid form will be submitted to the County's authorized representative for prior approval and will be added to the Standard Agreement through a Contract Amendment and must be accepted by both the Contractor and the County. Price adjustments for fuel and bituminous products will not be allowed on a task order basis.

Note: The listing order of bid items reflects a construction sequence in general terms for bidding purposes only and is not a specific construction schedule.

Sumter County reserves the right to award a contract to more than one bidder.

INVITATION TO BID

FOR

SUMTER COUNTY
COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES

ITB # 045-0-2023/RS

Sumter County Board of County Commissioners
Purchasing Division
319 E. Anderson Avenue
Bushnell, Florida 33513
Phone (352) 689-4400
Fax (352) 689-4401

Date of Issue: September 26, 2023

CALENDAR OF EVENTS / ITB TIMELINE

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the BOCC. If the BOCC finds it necessary to change any of these dates or times prior to the bid due date, the change will be accomplished by addendum.

ACTION	COMPLETION DATE
Issue ITB	September 26, 2023
Mandatory Pre Bid Meeting	None
Last Day for Questions	October 10, 2023 at 5:00 p.m.
Bids Due	October 30, 2023 at 2:00 p.m. Purchasing Division 319 E. Anderson Avenue Bushnell, FL 33513
Bids Opened	October 30, 2023 at 2:05 p.m. Purchasing Division 319 E. Anderson Avenue Bushnell, FL 33513
Selection Committee Meeting	October 31, 2023 at 3:00 p.m. Purchasing Division 319 E. Anderson Avenue Bushnell, FL 33513
Sumter County BOCC	November 14, 2023

PART 1
INTENT AND GENERAL INFORMATION

REQUEST FOR BIDS
Sealed bids will be received by the Sumter County Board of County Commissioners (BOCC) Purchasing Division, 319 E. Anderson Avenue, Bushnell, Florida 33513**, no later than 2:00 p.m. on October 30, 2023.** Bidders shall take careful notice of the following conditions of this Request for Bids:

- Submissions by FAX will not be accepted under any circumstances. Late submissions will not be accepted under any circumstances.

- Submitters may withdraw and/or replace bids at any time until the deadline for submission of bids.

- All questions received by will be considered.
  Questions will not be answered over the phone to BOCC. Questions regarding the ITB process must be in writing and faxed to (352) 689-4401 attention Jackie Valdez, or via email to: Purchasing@sumtercountyfl.gov. All Requests for Information (RFI's) regarding the project must be faxed to BOCC, Attention Jackie Valdez at (352) 689-4401 or emailed to Purchasing@sumtercountyfl.gov.

- Do not attempt to contact any Selection Committee Member, staff member or person other than Jackie Valdez for questions relating to this project. Anyone attempting to lobby BOCC representatives may be disqualified. The Selection Committee Members shall be: Steven Cohoon, Assistant Public Works Director of Planning and Design, Mike Bryant, Assistant Public Works Director of Operations, and Shailesh Patel, Assistant Public Works Director of Construction, Engineering and Inspection.

- Any bidder affected adversely by an intended decision with respect to the award of any bid, shall file with the Purchasing Division for the BOCC, a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and legal holidays), after the posting of the bid tabulation. Bid protest procedures may be obtained in the Purchasing Division Purchasing Division, 319 E. Anderson Avenue, Bushnell, Florida 33513 from 8:00 A.M. to 5:00 P.M.
-

IT IS THE SOLE RESPONSIBILITY OF EACH CONTRACTOR TO MONITOR DEMANDSTAR.COM FOR ANY AND ALL BID DOCUMENTS, INCLUDING ADDENDUMS

OPEN RECORDS
The BOCC is governed by Florida's public record laws, Chapter 119 and Section 255.0518 of the Florida Statutes. Formal solicitations and documentation are open for public inspection thirty (30) days after the solicitation opening or when BOCC provides notice of a decision or intended decision, whichever is earlier. In addition, notwithstanding F.S.119.01(1) (b), the BOCC shall announce bidder and price submitted in the bid pursuant to a competitive solicitation for construction or repairs on a public building or public work. Certain proprietary and financial information from Vendors may be excluded from release under very strict circumstances. This includes proprietary information or intellectual property as defined in F.S.119.071 (1) (f).

VENDOR RESPONSIBILITY
Submitters are fully and completely responsible for the labeling, identification and delivery of their Bids. BOCC will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the U. S. Postal Service.

- Submissions shipped by express delivery, or in overnight or courier envelopes, boxes, or packages must be prominently marked on the outside of such envelopes, boxes or packages with the sealed

Bids identification.

- Any envelopes, boxes, or packages, which are not properly labeled, identified, and prominently marked with the sealed Bids identification, may be inadvertently opened upon receipt, thereby invalidating such Bids, and excluded from the official Bids opening process.

- Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind. No proposer will be reimbursed for any cost incurred as a result of preparing or submitting Bids. Additionally, no travel expenses incurred as a result of participating in the Bids process will be reimbursed.

- A person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit Proposal on a contract to provide any goods or services to a public entity, may not submit Proposal 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 Florida Statutes Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted Vendor list.

- Bids that are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations, or irregularities of any kind, or which do not comply with these documents may be rejected at the option of the BOCC, in its sole and absolute discretion.

STANDARD INSURANCE REQUIREMENTS

The Contractor shall maintain, on a primary basis and at its sole expense, at all times while performing work for Sumter County, the "Standard Insurance Requirements" described herein. Contractors responding to a Request for Proposal, Request for Qualifications, or an Invitation to Bid shall provide with their submittal, a Certificate of Insurance (COI) or a letter from the insurance company stating required coverage is obtainable. Prior to commencement of any work being done for Sumter County, a COI naming Sumter County as a certificate holder will be required. The requirements contained herein, as well as the Sumter County's review or acknowledgement, is not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the contract.

Financial Rating of Insurance Companies All insurance companies must have financial rating of **A-** or higher by A.M. Best Company, Inc.

- All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Sumter County BOCC. Prior to commencing services pursuant to the award of this proposal, the Contractor shall furnish to Sumter County BOCC certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Contractor shall provide Sumter County BOCC with proof that required coverage has been extended.

Commercial General Liability Insurance The Contractor shall maintain Commercial General Liability Insurance at a limit of liability not less than **$1,000,000** each occurrence and **$2,000,000** annual aggregate. Due to the nature of the work involved, consultants performing program and / or contract management services are required to maintain not less than **$1,000,000** for each occurrence and not less than **$5,000,000** annual general aggregate. The coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Independent Contractors, Broad Form Property Damage, X-C-U Coverage, Contractual Liability or Cross Liability.

If this project involved work on or in the vicinity of utility-owned property or facilities, the utility shall be added as an Additional Insured on the Commercial Liability policy.

Business Automobile Liability Insurance The Contractor shall maintain Business Automobile Liability Insurance at a limit of liability not less than **$1,000,000** each occurrence. Coverage shall include liability for owned, non-owned & hired automobiles. In the event the Contractor does not own automobiles, the Contractor shall maintain coverage for hired & non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability Insurance The Contractor shall maintain its own Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440. **(NOTE: Elective exemptions or coverage through an employee leasing arrangement will be on a case by case basis).**

Umbrella or Excess Liability Insurance (needed for large contracts as determined by FSD) The Contractor shall maintain either a Commercial Umbrella or Excess Liability Insurance at a limit of liability not less than **$2,000,000** each occurrence and **$2,000,000** aggregate. The Contractor shall endorse the BOCC as an "Additional Insured" and certificate holder on the Umbrella or Excess Liability Insurance, unless the Commercial Umbrella/Excess Liability Insurance provides coverage on a pure "True Follow-Form" basis, or the BOCC is automatically defined as an additional protected person.

Professional or Errors & Omissions Liability Insurance (when applicable) The Contractor shall maintain a Professional Liability or Errors & Omissions policy at a limit of liability no less than $2,000,000. The Contractor shall endorse the BOCC as an "Additional Insured" on the Professional and/or Errors & Omissions Liability Insurance.

Additional Insured The Contractor shall endorse the BOCC as an Additional Insured on the Commercial General Liability Insurance with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or broader Additional Insured coverage.

In addition, the Contractor shall endorse the BOCC as an Additional Insured under the Contractor's Commercial Umbrella/Excess Liability as required herein.

Indemnification, Insurance and Sovereign Immunity. Vendor shall be solely and entirely responsible for its tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement. Vendor shall indemnify and save harmless the County, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of Vendor, its agents, or employees during performance under this Agreement. Vendor shall provide County with a certificate of coverage identifying County as both a Named Insured and a Certificate Holder. The foregoing is not intended, and shall not be construed, as a waiver by County of the benefits of Section 768.28, Florida Statutes.

Builder's Risk Insurance is required for all projects when a new building is being constructed from the ground up. The Contractor, prior to notice to proceed or commencement of work, whichever occurs first, shall obtain Builder's Risk insurance providing coverage to protect the interests of the BOCC, Contractor, and Subcontractors. Coverage shall be written on an All-Risk, Replacement Cost, and Completed Value Form basis in an amount at least equal to 100% of the projected completed value of the Project as well as subsequent modifications of that sum. Flat deductible(s) shall not exceed $25,000, wind percentage deductible (when applicable) shall not exceed ten-percent (10%), and flood sub limit shall not be less than 25% of the projected completed value of the project. The Contractor shall endorse the policy with a

manuscript endorsement eliminating the automatic termination of coverage in the event the building is occupied in whole or in part, or put to its intended use, or partially accepted by the BOCC. The manuscript endorsement shall amend the automatic termination clause to only terminate coverage if the policy expires, is cancelled, the BOCC's interest in the building ceases, or the building is accepted or insured by the BOCC.

The Contractor shall endorse the BOCC as Additional Insured, or Loss Payee, on the Builder's Risk policy.

Deductibles, & Coinsurance Penalties The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, including any loss not covered because of the operation of such deductible, coinsurance penalty, or coverage exclusion or limitation. For deductible amounts that exceed the amounts stated herein that are acceptable to the BOCC, the Contractor shall, when requested by the BOCC, maintain a Commercial Surety Bond in an amount equal to said deductible amount. Evidence of Commercial Surety Bond shall be furnished to Sumter County BOCC showing that the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Contractor shall provide Sumter County BOCC with proof that required Surety Bond has been extended.

Waiver of Subrogation The Contractor shall provide a Waiver of Subrogation in favor of the BOCC, Contractor, subcontractor, architects, or engineers for each required policy providing coverage during the life of this Contract. When required by the insurer, or should a policy condition not permit the Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or an equivalent endorsement. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should the Contractor enter into such an agreement on a pre-loss basis.

Right to Revise or Reject The BOCC reserves the right, but not the obligation, to review and revise any insurance requirement, not limited to limits, coverages and endorsements based on insurance market conditions affecting the availability or affordability of coverage; or changes in the scope of work/specifications affecting the applicability of coverage. Additionally, the BOCC reserves the right, but not the obligation, to review and reject any insurance policies failing to meet the criteria stated herein, or any insurer(s) providing coverage due to its poor financial condition or failure to operate legally. In such events, the BOCC shall provide the Contractor written notice of such revisions or rejections.

No Representation of Coverage Adequacy The coverages, limits or endorsements required herein protect the primary interests of the BOCC, and these coverages, limits or endorsements shall in no way be required to be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the Project or otherwise.

Certificate(s) of Insurance The Contractor shall provide the BOCC with a COI clearly evidencing that all coverage, limits and endorsements required herein are maintained and in full force and effect. A minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage shall be identified on each Certificate of Insurance. In the event the BOCC is notified that a required insurance coverage will cancel or expire during the period of this Contract, the Contractor agrees to furnish the BOCC prior to the expiration of such insurance, a new Certificate of Insurance evidencing replacement coverage. When notified by the BOCC, the Contractor agrees not to continue work pursuant to this Contract, unless all required insurance remains in effect.

The BOCC shall have the right, but not the obligation, of prohibiting the Contractor from entering the Project site until a new COI is provided to the County evidencing the replacement coverage. The Contractor agrees the BOCC reserves the right to withhold payment to the Contractor until evidence of reinstated or replacement coverage is provided to the BOCC. If the Contractor fails to maintain the insurance as set

forth herein, the Contractor agrees the BOCC shall have the right, but not the obligation, to purchase replacement insurance, and the Contractor agrees to reimburse any premiums or expenses incurred by the BOCC.

The Contractor agrees the Certificate(s) of Insurance shall:

1. Clearly indicate the BOCC has been endorsed on the Commercial General Liability Insurance with a CG 2010 Additional Insured – Owners, Lessees, or Contractors, or CG 2026 Additional Insured – Owners, Lessees, or Contractors – Scheduled Person or Organization endorsement, or similar endorsement providing equal or greater Additional Insured coverage.

2. Clearly indicate the BOCC is endorsed as an Additional Insured, or Loss Payee, on the Builder's Risk Insurance, and when applicable, Additional Insured on the Commercial Umbrella/Excess Liability Insurance as required herein.

3. Clearly identify each policy's limits, flat & percentage deductibles, sub limits, which exceed the amounts or percentages set forth herein.

4. Clearly indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.

5. Forward original to and clearly indicate Certificate Holder and Additional Insured as follows:

   Sumter County Board of County Commissioners
   Attention: Purchasing Division
   7375 Powell Road
   Wildwood, FL 34785

EXAMINATION OF BID DOCUMENTS

- Each Vendor shall carefully examine the Scope of Work and other applicable documents, and inform himself/herself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the Contractor will in no way relieve him/her of the obligations and responsibilities assumed under the Contract.

- Should a Vendor find discrepancies or ambiguities in, or omissions from the Scope of Work, or should he/she be in doubt as to their meaning, he/she shall at once notify BOCC in writing.

INTERPRETATIONS, CLARIFICATIONS AND ADDENDA

- No oral interpretations will be made to any Vendor as to the meaning of the Bids/Contract Documents. Any questions or request for interpretation received IN WRITING by the BOCC before 5:00 p.m., October 10, 2023, will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Bid Conference (if applicable), mailed or sent by available or electronic means to all attending prospective Submitters prior to the established Bid opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided on the Bid Form.

- In case any Vendor fails to acknowledge receipt of such addenda or addendum, his/her Bid will nevertheless be construed as though it had been received and acknowledged and the submission of his Bid will constitute acknowledgment of the receipt of same. All addenda are a part of the Bid Documents and each Vendor will be bound by such addenda, whether or not received by him/her. It is the responsibility of each Vendor to verify that he/she has received all addenda issued before

Bids are opened.

- In the case of unit price items, the quantities of work to be done and materials to be furnished under this Bid/Contract are to be considered as approximate only and are to be used solely for the comparison of Bids received. BOCC and/or Consultants do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the specifications and/or drawings and other Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices Bids.

The Contractor shall thoroughly examine and familiarize themselves with the drawings and/or specifications related to field conditions, the difficulties, logistical restrictions required to meet the requirements of this ITB. Deficient understanding of the existing field conditions will in no way relieve the Contractor from the contractual obligations of this ITB. Any damage to existing County assets as a result of the Contractors' activities will be replaced at the sole expense of the Contractor.

GOVERNING LAWS AND REGULATIONS

The Vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the Scope of Work.

PREPARATION OF BIDS

- Signature of the Vendor: The Vendor must sign the Bids forms in the space provided for the signature. If the Vendor is an individual, the words "Doing Business As _____," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the partnership name and the words, "Member of the Firm" should be written beneath such signature. If the Vendor is a corporation, the title of the officer signing the Bids on behalf of the corporation must be stated and evidence of his authority to sign the Bids must be submitted. The Vendor shall state in the Bids Form the name and address of each person interested therein.

- Basis for Bids: The price proposed for each item shall be on a lump sum or unit price basis according to the form of the Bids. The Bids prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered.

FISCAL YEAR FUNDING APPROPRIATION

Unless otherwise provided by law, a contract for supplies or services may be entered into for any period of time deemed to be in the best interests of the BOCC, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the fiscal period at the time of the contract. Payment and performance obligations for succeeding fiscal periods shall be subject to appropriation by the BOCC of funds thereafter.

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be cancelled and the contractor shall be entitled to reimbursement for the reasonable value of any nonrecurring cost incurred but not advertised in the price of the supplied or services delivered under the contract or otherwise recoverable.

TAX EXEMPT STATUS

The BOCC is a governmental agency under Florida law and exempt from Florida sales tax. The tax-exempt number will be provided upon request. This exemption does not apply to goods and services purchased separately by Contractor in connection with its contract obligations. The Contractor shall be responsible

for paying any taxes, fees, or similar payments that are required to be paid in connection with the contract work.

PROTECTION OF RESIDENT WORKERS

The BOCC actively supports the Immigration and Nationality Act (INA), which includes provisions addressing employment eligibility, employment verification, and nondiscrimination. Under the INA, employers may hire only persons who may legally work in the United States (i.e. citizens and nationals of the U.S.) and aliens authorized to work in the U.S. The employer must verify the identity and employment eligibility of anyone to be hired, which includes completing the Employment Eligibility Verification Form (I-9). The Contractor shall establish appropriate procedures and controls so no services or products under the Contract Documents will be performed or manufactured by any worker who is not legally eligible to perform such services or employment. The Contractor must be able to verify an employee's eligibility to work in the U.S. upon demand by the BOCC throughout the duration of the contract.

SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

The BOCC is a unit of local government and as such reserves the right to reject any and/or all Bids, reserve s the right to waive any informalities or irregularities in the Bids or examination process, reserves the right to select low Bids per item, and reserves the right to award Bids and/or contracts in the best interest of the BOCC.

E- VERIFY

BOCC requires all bidders, contractors, and subcontractors of any tier to certify compliance with the federal E-Verify program for all employees hired on or after the date of the contractor's registration on the Department of Homeland Security website http://www.dhs.gov/e-verify by providing the Memorandum of Understanding (MOU) electronic signature page with the date of registration and company ID number. In the case of contractors, this includes obtaining written certification from all subcontractors who will participate in the performance of the contract. All subcontractor certifications must be kept on file with the contract Vendor and made available to the state and/or Sumter County upon request. Vendor/Contractor shall be required to submit the Department of Homeland Security MOU documentation and completed "E-Verify Certification".

RIGHT TO AUDIT RECORDS

The BOCC shall be entitled to audit the books and records of the Contractor or any sub-contractor to the extent that such books and records relate to the performance of the Contract or any sub-contract to the Contract. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under the Agreement and by the sub-contractor for a period of three (3) years from the date of final payment under the sub-contract unless a shorter period is otherwise authorized in writing.

MANDATORY PRE-BID MEETING

There will not be a mandatory pre-bid meeting.

DISCRIMINATION

The Contractor will not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The Contractor shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The Contractor shall insert similar provisions in all contracts and subcontracts for services by this Agreement. The Contractor affirms that it is aware of the provision of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list 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 any not transact business with any public Contractor. The Contractor further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and

acknowledges and agrees that placement on the list during the term of this Agreement may result in the termination of this Agreement.

PART 2
EVALUATION AND AWARD

BID EVALUATION

This Request for Invitation to Bid includes following all the procedures in this document and sending the sealed bid information to the BOCC by the due date and time. Once bids are received, they will be opened at 2:05 p.m. on October 30, 2023 Purchasing Division, 319 E. Anderson, Avenue, Bushnell, FL 33513, in accordance with policy and F.S. 119.

Do not attempt to contact any Selection Committee Member, staff member, or person other than Becky Segretfor questions relating to this project. Anyone attempting to contact any Sumter County BOCC representatives may be disqualified.

Recommendation of award will be posted on Demand Star. All Selection Committee recommendations are subject to Board approval. The Board has the authority to reject any or all recommendations and contracts.

The Selection Committee will meet to evaluate bids in the Public Works Training Room at 3:00 p.m. on October 31, 2023 at Purchasing Division, 319. E. Anderson Avenue, Bushnell, FL 33513. The Selection Committee will send their recommendation to the BOCC on November 14, 2023 for a final decision. The BOCC has the authority to reject all recommendations and/or contracts.

BID AWARD

Submitters and vendors registered through www.demandstar.com will have access to award documents via the website. All others wishing to receive an official tabulation of the results of the opening of this Bid are to contact Jackie Valdez via email at Purchasing@sumtercountyfl.gov.

LIQUID DAMAGES

- The Contractor and Owner recognize that time is of the essence of this Agreement and that the Owner will suffer financial loss if the Work is not completed within the times specified in the “project time” section. The parties also recognize the delays, expenses, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner a certain amount each day that expires after the time specified in the Project Time for final completion. Liquidated damages to apply to each project. Liquidated damages will be based on the entire project amount per calendar day using the below figures:

Original Contract Amount	**Daily Charge Per Calendar Day**
$50,000 and under	$250
Over $50,000 but less than $250,000	$500
$250,000 but less than $500,000	$750
$500,000 but less than $2,500,000	$1,000
$2,500,000 and over	$2,712

PAY AND PERFORMANCE BOND

A 5% pay and performance bond will be required for any task orders that exceed $200,000.

PART 3

BID DOCUMENTS CHECKLIST OF ITEMS REQUIRED TO BE SUBMITTED

The following documents and forms in the following arrangement must accompany each bid or alternate bid submitted:

Documents that are mandatory and MUST accompany the submittal of the bid in order for the submission to be considered:

- One (1) original bid, clearly labeled "Original"
- Bid Cover Page. This is to be used as the first page of the ITB. This form must be fully completed and signed by an authorized officer of the vendor.
- Bidder Certification / Addenda Acknowledgement Form
- Statement of General Terms and Conditions
- A sworn, notarized Statement of Contractor's Experience and Personnel
- A sworn, notarized Drug Free Work Place Certificate must accompany each bid or alternate bid.
- A sworn, notarized Statement of Public Entity Crimes
- Bid / Price Form
- A separate sheet or sheets, clearly identified and numbered, of Exceptions or Deviations from the minimum specifications, must be attached to the Bid Form (if applicable).
- Bid Bond 5%
- Anti-Collusion Statement
- Hold Harmless Agreement

Documents that are required as part of the submittal but will be considered minor discrepancies if turned in within 24 business hours (Monday – Friday 8:00 a.m. to 5:00 p.m.) after opening of the bid and are found to be in compliance with the purchasing standards of Sumter County:

- Three (3) printed copies of the bid in its entirety; and one (1) electronic single PDF version not password protected of the original submitted bid in its entirety.
- E-Verify Certification Form
- Electronic signature page of the E-Verify Memorandum of Understanding from the Department of Homeland Security. This must be dated prior to the ITB due date.
- Bid Document Checklist of Items Required to be Submitted
- A Certificate of Insurability, acceptable to the County, shall accompany each bid or alternate bid, in the amounts as prescribed by State and Sumter County BOCC .
    - All insurance policies shall be written on companies authorized to do business in the State of Florida and satisfactory to the Sumter County BOCC. Prior to commencing services

pursuant to the award of this bid, the Contractor shall furnish to the Sumter County BOCC certificates of insurance showing the required coverage has been procured and paid for in advance. Within thirty (30) days prior to expiration, the Vendor shall provide the Sumter County BOCC with proof that required coverage has been extended.

- W-9

Date: _____

I, _____ (name), an authorized officer of _____ (company/vendor), confirm that the above listed documents are provided in our company's bid being submitted to Sumter County and confirm I have read and understand the ITB document in its entirety.

BID SUBMITTAL

One (1) original, one (1) electronic single PDF version not password protected and in the original document format, and three (3) copies (for a total of 5), of each bid or alternate bid shall be submitted in a sealed envelope, prominently marked on the outside with the words, **"ITB 045-0-2023/RS Countywide Pavement Maintenance and Rehabilitation Services"** with the firm name and return address. Bids submitted in express, overnight or courier envelopes, boxes or packages must be prominently marked on the outside with the words, **"ITB 045-0-2023/RS Countywide Pavement Maintenance and Rehabilitation Services"** and the contents sealed as required.

- Deadline for submissions in response to this Request for Bids: Bids must be received no later th an October 30, 2023 at 2:00 p.m. Bids submitted by FAX will not be accepted under any circumstances**. Late bids will not be accepted, and will be returned, unopened, to the proposer, at the proposer's expense**.
- Any person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime, may not submit a Proposals on a contract to provide any goods or services to a public entity, may not submit a Proposals on a contract with a public entity for the construction or repair of any public building or public work, may not submit Proposals on leases of real property to a public entity crime, 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 thirty five thousand dollars, ($35,000.00) for a period of thirty-six (36) months from the date of being placed on the convicted Vendor list, pursuant to paragraph 2a of Section 287.133, Florida Statutes.
- The Sumter County Board of County Commissioner as a unit of local government reserves the right to reject any and/or all Proposals, reserves the right to waive any informalities or irregularities in the Proposals or evaluation process, and reserves the right to award contract(s) in the best interest of the Sumter County BOCC.

PAGE SPECIFICATIONS

- Page Limit – None.
- Page Size – 8 ½ x 11; oversized or pullout pages must be folded to accommodate this size.
- Binding – Shall be neat, professional and appropriate for the document's thickness.
- Professional Cover Page – Not required but acceptable. If used, the cover page shall indicate the name and number of the solicitation. It shall NOT be used as a replacement for the Bid Cover Page listed herein.
- Original Document – Shall have original signatures and be clearly noted *ORIGINAL* on the cover.

PART 4
BID DOCUMENTS
INVITATION TO BID COVER PAGE

Name of Firm, Entity or Organization:
Federal Employer Identification Number (FEIN):

State of Florida License Number (If Applicable): **Name of Contact Person:** **Title:** **E-Mail Address:**
Mailing Address: **Street Address (if different):** **City, State, Zip:** **Telephone:** **Fax:**
Organizational Structure – Please Check One: **Corporation ☐ Partnership ☐ Proprietorship ☐ Joint Venture ☐ Other ☐** **If Corporation:** **Date of Incorporation:** **State of Incorporation:** **States Registered in as Foreign Corporation:**
Authorized Signature: **Print Name:** _____ **Signature:** _____ **Title:** _____ **Phone:** _____
This document must be completed and returned with your Submittal.

BIDDER'S CERTIFICATION

Submit To: Sumter County Board of County Commissioners 7375 Powell Road Wildwood, FL 34785 Phone 352-689-4400 Fax 352-689-4401	SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS INVITATION TO BID (ITB) CERTIFICATION AND ADDENDA ACKNOWLEDGMENT	
DUE DATE: October 30, 2023	**DUE TIME: 2:00 P.M.**	**ITB # 045-0-2023/RS**
TITLE: Countywide Pavement Maintenance and Rehabilitation Services		
VENDOR NAME:	**PHONE NUMBER:**	
VENDOR MAILING ADDRESS:	**FAX NUMBER:**	

CITY/STATE/ZIP:	E-MAIL ADDRESS:

"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this ITB and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for termination of contract. I further certify that the services will meet or exceed the ITB requirements. I, the undersigned, declare that I have carefully examined the ITB, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this ITB with any other Offeror and have not colluded with any Offerors or parties to an ITB whatsoever for any fraudulent purpose."

_____ Addendum # _____ Addendum # _____ Addendum # _____ Addendum # _____ Addendum #

"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an ITB for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this ITB and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the ITB, including but not limited to certification requirements. In conducting offers with an agency for Sumter County Board of County Commissioners (BOCC), respondent agrees that if this Proposals is accepted, the respondent will convey, sell, assign, or transfer to the Sumter County BOCC all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the COUNTY. At the Sumter County BOCC discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."

_____ _____ _____

Authorized Agent Name, Title (Print) Authorized Signature Date

This document must be completed and returned with your Submittal

STATEMENT OF TERMS AND CONDITIONS

S TATEMENT OF VENDOR'S EXPERIENCE AND PERSONNEL

PUBLIC ENTITY CRIME: A person or affiliate who has been placed on the convicted Vendor list following a conviction for a public entity crime may not submit a Proposals/Bid on a contract to provide any goods or services to a public entity, for the construction or repair of a public building or public work, may not submit Proposals/Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted Vendor list.

INDEMNIFICATION: Indemn
ification, Insurance and Sovereign Immunity. Vendor shall be solely and entirely responsible for its tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement. Vendor shall indemnify and save harmless the County, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney's fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of Vendor, its agents, or employees during performance under this Agreement. Vendor shall provide County with a certificate of coverage identifying County as both a Named Insured and a Certificate Holder. The foregoing is not intended, and shall not be construed, as a waiver by County of the benefits of Section 768.28, Florida Statutes.

PROHIBITION OF LOBBYING: During the black-out period which is, the period between the time the submittals for Invitation to Bid or the Request for Proposals, or Qualifications, or information, as applicable, are received at Contracts / Purchasing and the time the Board awards the contract, no proposer, no lobbyist, principal, or other person may lobby, on behalf of a competing party in a particular procurement matter, any member of the Board, or any Board employee other than the Purchasing Division Manager. Violation of this provision may result in disqualification of violating party. All questions regarding this Request for Proposals (RFP) or Invitation to Bid (BID) must be submitted in writing to the Board's Purchasing Division Manager.

ANTI TRUST LAWS: By submission of a signed RFP or BID, the successful Vendor acknowledges compliance with all antitrust laws of the United States and the State of Florida, in order to protect the public from restraint of trade, which illegally increases prices.

CONFLICT OF INTEREST: The award of the contract hereunder is subject to the provisions of Chapter 112 of the Florida Statutes. Vendors shall disclose the name of any Officer, Director, Partner, Associate, or Agent who is also an Officer, Appointee, or Employee of any of the Boards at the time of the RFP or BID, or at the time of occurrence of the Conflict of Interest thereafter.

INTERPRETATION, CLARIFICATIONS AND ADDENDA: No oral interpretations will be made to any Vendor as to the meaning of the RFP/BID Contract Documents. Any inquiry or request for interpretation received by the Purchasing Division Manager before the date listed herein will be given consideration. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, will be distributed at or after the Pre-Proposals/Pre-Bid Conference, mailed or sent by available or electronic means to all attending prospective Submitters prior to the established RFP/BID opening date. Each Vendor shall acknowledge receipt of such addenda in the space provided. In case any Proposer/Bidder fails to acknowledge receipt of such addenda or addendum, his offer will nevertheless be construed as though it had been received and acknowledged and the submission of his bid will constitute acknowledgment of the receipt of same. All addenda are a part of the RFP/BID FORMS and each Proposer/Bidder will be bound by such addenda, whether or not received by him. It is the responsibility of each proposer/bidder to verify that he has received all addenda issued before RFP's/BID's are opened. In the case of unit price items, the quantities of work to be done and materials to be furnished under this RFP/BID Contract are to be considered as approximate only and are to be used solely for the comparison of RFP's/BID's received. The Board and/or his CONSULTANT do not expressly or by implication represent that the actual quantities involved will correspond exactly therewith; nor shall the Vendor plead misunderstanding or deception because of such estimate or quantities of work performed or material furnished in accordance with the Specifications and/or Drawings and other Proposals/Bid Documents, and it is understood that the quantities may be increased or diminished as provided herein without in any way invalidating any of the unit or lump sum prices bid.

GOVERNING LAWS AND REGULATIONS: The Vendor is required to be familiar with and shall be responsible for complying with all federal, state and local laws, ordinances, rules and regulations that in any manner affect the work.

PROPRIETARY/CONFIDENTIAL INFORMATION: Vendors are hereby notified that all information submitted as part of, or in support of RFP's/BID's, will be available for public inspection ten days after opening of the RFP's/BID's or until a short list is recommended whichever comes first, in compliance with Chapter 119, and 287 of the Florida Statutes. Any person wishing to view the RFP's/BID's must make an appointment by calling the Purchasing Division Manager at (352) 689-4400. All RFP's/BID's submitted in response to this solicitation become the property of the Board. Unless information submitted is proprietary, copy written, trademarked, or patented, the Board reserves the right to utilize any or all information, ideas, conceptions, or portions of any RFP/BID, in its best interest.

TAXES: The Board of Sumter County Commissioners is exempt from any taxes imposed by the State and/or Federal Government. Exemption certificates will be provided upon request.

NON-COLLUSION DECLARATION: By signing this RFP/BID, all Vendors shall affirm that they shall not collude, conspire, connive or agree, directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposals in connection with the work for which their RFP/BID has been submitted; or to refrain from Bidding in connection with such work; or have in any manner, directly or indirectly, sought by person to fix the price or prices in the RFP/BID or of any other Bidder, or to fix any overhead, profit, or cost elements of the RFP/BID price or the RFP/BID price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any other Bidder, or any person interested in the proposed work.

By signing. this form, the Contractor/Vendor agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud, IT IS AGREED BY THE UNDERSIGNED CONTRACTOR/VENDOR, THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE CONTRACTORS/VENDOR'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE CONTRACTOR/VENDOR AND THE BOARD OF SUMTER COUNTY COMMISSIONERS.

PROPOSER RESPONSIBILITY: Invitation by the Board to Vendors is based on the recipient's specific request and application to DemandStar by Onvia at www.DemandStar.com [(800) 711-1712] or as the result of response by the public to the legal advertisements required by State law. Firms or individuals submit their responses on a voluntary basis, and therefore are not entitled to compensation of any kind.

OWNERSHIP OF SUBMITTALS: All responses, inquiries or correspondence relating to or in reference to this RFP/BID, and all other reports, charts, displays, schedules, exhibits and other documentation submitted by the Vendors will become the property of the Board. Reference to literature submitted with a previous RFP/BID will not relieve the Bidder from including any required documents with this RFP/BID.

EXAMINATION OF BID DOCUMENTS: Each Bidder shall carefully examine the RFP/BID Document to ensure all pages have been received, all drawings and/or Specifications and other applicable documents are included, and shall inform himself thoroughly regarding any and all conditions and requirements that may in any manner affect cost, progress or performance of the work to be performed under the Contract. Ignorance on the part of the CONTRACTOR will in no way relieve him of the obligations and responsibilities assumed under the Contract.

VENDOR RESPONSIBILITY: Vendors are fully and completely responsible for the labeling, identification and delivery of their submittals. The Purchasing Division Manager will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

DRUG FREE WORKPLACE: **All Proposers/Bidders shall submit the enclosed, duly signed and notarized form entitled "Drug Free Workplace Certificate". The Drug Free Workplace Vendor shall have the burden of demonstrating that his program complies with Section 287.087 of the Florida Statutes, and any other applicable state law.**

BOARD OF SUMTER COUNTY COMMISSIONERS, are political subdivisions of the State of Florida, and reserve the right to reject any and/or all submittals, reserve the right to waive any informalities or irregularities in the examination process, and reserve the right to award contracts and/or in the best interest of the Boards. Submittals not meeting stated minimum terms and qualifications may be rejected by the Boards as non-responsive. The Boards reserve the right to reject any or all submittals without cause. The Boards reserves the right to reject the submission of any Vendor in arrears or in default upon any debt or contract to the Boards, or who has failed to perform faithfully any previous contract with the Boards or with other governmental agencies.

PUBLIC RECORDS LAW: Correspondence, materials and documents received pursuant to this RFP/BID become public records subject to the provisions of Chapter 119, Florida Statutes.

VERIFICATION OF TIME: Nextel time is hereby established as the Official Time of the Boards for Public Works ITBs and the electronic submission stamp of all other responses will establish the Official Time of the Boards.

PREPARATION OF PROPOSALS/BIDS:

Signature of the Bidder: The Bidder must sign the RFP/BID FORMS in the space provided for the signature. If the Proposer/Bidder is an individual, the words "doing business as _____," must appear beneath such signature. In the case of a partnership, the signature of at least one of the partners must follow the partnership name and the words, "Member of the Firm" should be written beneath such signature. If the Proposer/Bidder is a corporation, the title of the officer signing the RFP/BID on behalf of the corporation must be stated and evidence of his authority to sign the RFP/BID must be submitted. The Proposer/Bidder shall state in the RFP/BID FORMS the name and address of each person interested therein.

Basis for Bidding: The price proposed for each item shall be on a lump sum or unit price basis according to specifications on the RFP/BID FORM. The proposed prices shall remain unchanged for the duration of the Contract and no claims for cost escalation during the progress of the work will be considered, unless otherwise provided herein.

Total Proposed Price/Total Contract Sum Proposed: If applicable, the total price bid for the work shall be the aggregate of the lump sum prices proposed and/or unit prices multiplied by the appropriate estimated quantities for the individual items and shall be stated in figures in the appropriate place on the RFP/BID FORM. In the event that there is a discrepancy on the RFP/BID FORM due to unit price extensions or additions, the corrected extensions and additions shall be used to determine the project bid amount.

TABULATION: Those wishing to receive an official tabulation of the results of the opening of this RFP/BID are to submit to BOCC a self-addressed, stamped business size (No. 10) envelope, prominently marked on the front lower left side, with the RFP identification. Tabulation requested by telephone, fax or electronic media will not be accepted.

OBLIGATION OF WINNING BIDDER: The contents of the RFP/BID of the successful proposer/bidder will become contractual obligations if acquisition action ensues. Failure of the successful Proposer/Bidder to accept these obligations in a contract may result in cancellation of the award and such Vendor may be removed from future participation.

AWARD OF BID: It is the Boards' intent to select a Vendor within **sixty (60) calendar days** of the deadline for receipt of Proposals/Bids. However, Proposals/Bids must be firm and valid for award for at least **ninety (90) calendar days** after the deadline for receipt of the RFP/BID.

ADDITIONAL REQUIREMENTS: The firms shall furnish such additional information as the Boards may reasonably require. This includes information which indicates financial resources as well as ability to provide the services. The Boards reserve the right to make investigations of the qualifications of the firm as it deems appropriate.

PREPARATION COSTS: The Board shall not be obligated or be liable for any costs incurred by Proposers/Bidders prior to issuance of a contract. All costs to prepare and submit a response to this RFP/BID shall be borne by the Proposer/Bidder.

TIMELINESS: All work will commence upon authorization from the Boards' representative (Purchasing Division Manager). All work will proceed in a timely manner without delays. The Vendor shall commence the work UPON RECEIPT OF NOTICE TO PROCEED and/or ORDER PLACED (PURCHASE ORDER PRESENTED), and shall deliver in accordance to the terms and conditions outlined and agreed upon herein.

DELIVERY: All prices shall be FOB Destination, Sumter County, Florida, inside delivery unless otherwise specified.

PLANS, FORMS & SPECIFICATIONS: Bid Packages are available from the Purchasing Division Manager. These packages are available for pickup or by mail. If requested to mail, the Proposer/Bidder must supply a courier account number (UPS, FedEx, etc). Proposers/Bidders are required to use the official RFP/BID FORMS, and all attachments itemized herein, are to be submitted as a single document. Any variation from the minimum specifications must be clearly stated on the RFP/BID FORM and/or Exceptions/Deviations Sheet(s). Only one set of plans, forms, and specifications will be furnished each company or corporation interested in submitting a Proposals/bid. RFP/BID FORM documents for this project are free of charge and are available on-line and are downloadable (Vendor must pay any DemandStar fees or any shipping).

MANUFACTURER'S NAME AND APPROVED EQUIVALENTS: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition unless otherwise indicated. The Proposer/Bidder may offer any brand for which he is an authorized representative, which meets or exceeds the RFP/BID specification for any item(s). If RFP's/BID's are based on equivalent products, indicate on the RFP/BID FORM the manufacturer's product name and literature, and/or complete specifications. Reference to literature submitted with a previous RFP/BID will not satisfy this provision. The Proposer/Bidder shall explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. RFP's/BID's which do not comply with these requirements are subject to rejection. RFP's/BID's lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the RFP/BID FORM. The Purchasing Division Manager is to be notified, in writing, of any proposed changes in materials used, manufacturing process, or construction. However, changes shall not be binding upon the Boards unless evidenced by a Change Notice issued and signed by the Purchasing Division Manager, or designated representative.

QUANTITIES: The quantities as specified in this RFP/BID are estimates only and are not to be construed as guaranteed minimums.

SAMPLES: Samples of items, when called for, shall be furnished free of expense, and if not destroyed may, upon request, be returned at the Proposer's/Bidder's expense. Each sample shall be labeled with the Proposer's/Bidder's name, manufacturer brand name and number, RFP/BID number and item reference. Samples of successful Proposer's/Bidder's items may remain on file for the term of the contract. Request for return of samples shall be accompanied by instructions which include shipping authorization and must be received at time of opening. Samples not returned may be disposed of by the Boards within a reasonable time as deemed appropriate.

DOCUMENT RE-CREATION: Vendor may choose to re-create any document(s) required for this solicitation, but must do so at his own risk. All required information in the original Board format must be included in any re-created document. Submittals may be deemed non-responsive if required information is not included in any re-created document.

ACKNOWLEDGED:

_____

(Signature and Date)

This document must be completed and returned with your Submittal.

(Vendor may also provide any supplemental company or personnel information that will assist the

Selection Committee in evaluating your bid).

VENDOR:_____

DATE:_____

1. How many years has your organization been in business as a general contractor under your present business name? _____

2. List all previous business names of your organization:
_____

_____

3. How many years of experience in general contracting? _____

Prime Contractor _____Subcontractor _____

4. List all officers and directors of your organization:

NAME POSITION/TITLE

_____

_____

_____

_____

5. Have you ever failed to complete any work awarded to you in the last 3 years?
Yes _____ No _____. If yes, where and why?

_____

_____

EXPERIENCE

1. Describe any experience of the principal individuals (Foremen, Superintendents, etc.) who are responsible for the actual general contracting work of your organization?

_____
Name Position

_____
Type of Work Yrs. Experience Yrs. With Firm

_____
Name Position

_____
Type of Work Yrs. Experience Yrs. With Firm

Name		Position
Type of Work	Yrs. Experience	Yrs. With Firm

Name		Position
Type of Work	Yrs. Experience	Yrs. With Firm

Name		Position
Type of Work	Yrs. Experience	Yrs. With Firm

2. List/describe five (5) construction contracts that you currently have.

Project _____ Location _____

Date _____ Contract Amount _____

Project Architect Contact Name and Phone Number _____

Owner's Contact Name and Phone Number _____

Project _____ Location _____

Date _____ Contract Amount _____

Project Architect Contact Name and Phone Number _____

Contact Name and Phone Number _____

Project _____ Location _____

Date _____ Contract Amount _____

Project Architect Contact Name and Phone Number _____

Contact Name and Phone Number _____

Project _____ Location _____

Date _____ Contract Amount _____

_____
Project Architect Contact Name and Phone Number

_____
Contact Name and Phone Number

_____
Project Location

_____
Date Contract Amount

_____
Project Architect Contact Name and Phone Number

_____
Contact Name and Phone Number

VENDOR'S AFFIDAVIT

State of Florida
County of _____

Before me personally appeared _____ who is *(title)* _____ of *(the company described herein)* _____ being duly sworn, deposes and says that the foregoing statements are a true and accurate statement of the position of said organization as of the date thereof, and, that the statements and answers to the foregoing experience questionnaire are correct and true as of the date of this affidavit; and, that he/she understands that intentional inclusion of false, deceptive, or fraudulent statements of this application constitutes fraud; and, agrees to furnish any pertinent information requested by Sumter County Board of County Commissioner deemed necessary to verify the statements made in this application or regarding the ability, standing and general reputation of the applicant.

Personally Known _____ or Produced Identification _____

Sworn to and subscribed before me this _____ day of _____, 20__

_____ _____
NOTARY PUBLIC - STATE OF FLORIDA (Print Name of Notary Public)
(Signature of Notary Public)

(seal)

This document must be completed and returned with your Submittal

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

_____
(print or type name of firm)

- Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- Informs employees about the dangers of drug abuse in the work place, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- Gives each employee engaged in providing commodities or contractual services that are under proposal or bid, a copy of the statement specified above.
- Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal or bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, please or guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- Makes a good faith effort to continue to maintain a drug free work place through the implementation of the drug free workplace program.
- "As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

_____
Authorized Signature

_____
Date Signed

State of: _____

County of: _____

Sworn to and subscribed before me this _____day of _____, 20__

Personally known _____ or Produced Identification _____
(Specify Type of Identification)

_____
Signature of Notary

My Commission Expires _____

(seal)

This document must be completed and returned with your Submittal

HOLD HARMLESS AGREEMENT

The Vendor is required to purchase and maintain minimum limits of $1,000,000 per occurrence for all liability, which includes general liability and, if applicable, automobile liability. Other coverage may be required where applicable.

The Vendor agrees to hold the Board of Sumter County Commissioners harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of the agreement, unless such claims are a result of the County's sole negligence.

The Vendor shall purchase and maintain workers' compensation insurance & employer's liability in accordance with Florida Statute Chapter 440.

The Vendor shall also purchase any other coverage required by law for the benefit of employees.

Required insurance shall be documented in Certificates of Insurance and shall be provided to the County representative requesting the service.

By signature upon this form the Vendor stipulates that he/she agrees to the Hold Harmless Agreement, and to abide by all insurance requirements.

Vendor-Print Name	**Signature**
Project Name	**Date**

The effective dates of this Hold Harmless Agreement shall be for the duration of the contract associated with this project.

This document must be completed and returned with your Submittal

E-Verify /Vendor/SubVendor Certification

E-Verify is a federal system established by the Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees. Detailed E-Verify program information for employers can be found at http://www.dhs.gov/e-verify.

Vendors must certify compliance with the federal E-Verify program for all employees hired on or after the date of registration on the Department of Homeland Security website http://www.dhs.gov/e-verfiy by providing the Memorandum of Understanding electronic signature page with date of registration and company ID number and this E-Verify Certification form. In the case of vendors, this includes obtaining written certification from all sub-vendors who will participate in the performance of the contract. The certification below has been prepared for all County vendors to use for this purpose. All sub-vendor certifications must be kept on file with the contract and made available

to the state and/or Sumter County upon request. E-Verify must be obtained prior to the due date established in this formal solicitation.

CERTIFICATION

I certify that the company shown below is in compliance with the above statement and that I am authorized to sign on its behalf.

Name of Company: _____

Authorized signature: _____

Printed name & Title: _____

Address: _____

Date: _____

Telephone Number: _____

E-mail address: _____

Sumter County reserves the right to determine how it will respond to any instances of non-compliance or false certification of compliance. Potential Sumter County actions include, but are not limited to, cancellation of the contract and/or suspending or debarring the contract Vendor from performing services in any aspect to the Sumter County.

Please contact the Purchasing Division at 352-689-4400 with questions regarding this requirement.

This document must be completed and returned with your Submittal.

ANTI-COLLUSION STATEMENT

By signing this form, the Contractor agrees that this quote is made without any other understanding, agreement, or connection with any person, corporation, or firm submitting a quote for the same purpose and that the quote is in all respects fair and without collusion or fraud,

IT IS AGREED BY THE UNDERSIGNED CONTRACTOR, THAT THE SIGNING AND DELIVERY OF THE QUOTE REPRESENTS THE CONTRACTOR'S ACCEPTANCE. OF THE TERMS AND CONDITIONS OF THE FORGOING SPECIFICATIONS AND PROVISIONS, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE CONTRACTOR AND THE BOARD OF SUMTER COUNTY COMMISSIONERS

NAME OF FIRM: _____

[Sign in ink in the space provided below]

SIGNED BY: _____

TITLE: _____

ADDRESS: _____

CITY & STATE: _____

TELEPHONE: _____

No quotes will be withdrawn for a period of sixty (60) days subsequent to the opening of quotes, without the consent of the Board of Sumter County Commissioners,

NO QUOTE (Reason):

_____

_____

_____

_____

_____

This document must be completed and returned with your Submittal

STATEMENT OF PUBLIC ENTITY CRIMES

This is a sworn statement under Section 287.133(3)(a), Florida Statutes, on public entity crimes and must be signed in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted with Bid, Proposal or Contract No. _____ for _____.

2. This sworn statement is submitted by _____

(Name of entity submitting sworn statement)

whose business address is:

_____

_____

Its Federal Employer Identification Number (FEIN) is _____. (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)

3. I understand that a *Public Entity Crime* as defined in Paragraph 287.133(1)(g), Florida Statutes, is a violation of any State or Federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other State or with the United States, including, but not limited to, any bid, proposal, reply or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

4. I understand that *convicted* or *conviction* as defined in Paragraph 286.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial or entry of a plea of guilty or nolo contendere.

5. I understand that an *affiliate* as defined in Paragraph 287.133 (1)(a), Florida Statutes, means:
   (a) A predecessor or successor of a person convicted of a public entity or crime; or

   (b) An entity under the control of a natural person who is active in the management of the entity and who has been convicted of a public entity crime. *Affiliate* includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an *affiliate*.

6. I understand that a *person* as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts let by a public entity, or which otherwise transacts or applies to transact business with a public entity. *Person* includes those officers, directors, executives, shareholders, partners, employees, members, and agents who are active in management of an entity.

7. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)
   _____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

   _____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an

affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989 AND (Please indicate which additional statement applies.)

_____ There has been a proceeding concerning the conviction before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted Vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted Vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted Vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted Vendor list. (Please describe any action taken by or pending with the Department of General Services.)

_____
(Signature)

Sworn to and subscribed before me this _____ day of _____, 20____.

Personally Known _____ _____

OR produced identification _____ Notary Public – State of _____

_____ My commission expires _____
Type of identification produced

____ _____
(Printed, typed or stamped
Commissioned name of notary public)

This document must be completed and returned with your Submittal

STATEMENT OF "NO BID"
ITB #045-0-2023/RS

If you do not intend to submit a bid for this project, please complete and return this form prior to date shown for receipt of bids to: BOCC, 319 E. Anderson Avenue, Bushnell, FL 33513 Attn: Jackie Valdez

We, the undersigned, have declined to submit a bid for your **ITB #045-0-2023/RS Countywide Pavement Maintenance and Rehabilitation Services** for the following reasons:

_____ Specifications are too "tight", i.e. geared toward one brand or manufacturer only (please explain reason below)

_____ Insufficient time to respond to Request for Bid.

_____ We do not offer this product/s or equivalent.

_____ Remove us from your Vendor's list for this commodity or service.

_____ Our product schedule would not permit us to perform to specifications.

_____ Unable to meet specifications.

_____ Unable to meet insurance requirements.

_____ Specifications unclear (please explain below).

_____ Competition restricted by pre-approved owner standards.

_____ Other (please specify below or attach a separate sheet).

Remarks:

_____

_____

_____

We understand that if this "No Bid" letter is not executed and returned, our name may be deleted from the list of qualified proposers for the BOCC for future projects or commodities.

Company Name: _____

Address: _____

Signature and Title:

_____

Telephone Number _____ Date _____

PART 5
SCOPE OF SERVICES

Board of Sumter County Commissioners wishes to solicit **sealed** bids from qualified contractors for construction of **Countywide Pavement Maintenance and Rehabilitation Services.**

The Contractor shall be responsible for providing any and all labor, materials, equipment, and other items required in order to provide pavement/asphalt maintenance and rehabilitation services and striping/pavement marking on an as-needed basis for various roadways throughout Sumter County, as needs are identified, and funding is available. The services include but may not be limited to milling, resurfacing, pavement preservation (asphalt rejuvenation), full depth reclamation, micro-surfacing, crack sealing, and paint and thermoplastic striping/pavement markings. All work shall be performed as needed in accordance with the plans and specifications provided for each project.

PART I – SCOPE OF WORK

1.1 GENERAL

The Scope of Work for the Countywide Pavement Maintenance and Rehabilitation Services shall be to furnish all labor, materials, equipment, and any other items necessary to provide pavement services on an as-needed basis for roadways within Sumter County as needs are identified and funding is available.

Before submitting a cost proposal for task order request under this Contract, the Contractor shall visit the site to inspect any designated areas for any possible obstruction (both overhead and adjacent) and differences in scope (i.e., paving area) and advise the County in writing of any obstructions or other conditions that may pose differences in the proposed scope of work**.**

1.2 REFERENCE STANDARD

The Special Provisions of these specifications are intended as modifications or supplements to Information for Bidders; General Conditions; or Technical Specifications, with the intent that any provisions of this section shall govern. If at any time, the plans or specifications for this Project are unclear, the CONTRACTOR shall contact the Engineer immediately. For those situations where details are not included in the plans or miscellaneous work that arises during the Project, which is not covered by the plans or specifications for this Project, the construction shall be performed in accordance with FDOT Standard Specifications for Road and Bridge Construction (FY 2023-24).

The Governing Order of the Governing Regulations is as follows:
1. Technical Special Provisions
2. Sumter County Special Provisions
3. Supplemental Conditions
4. General Conditions
5. Project Plans
6. FDOT Standard Plans
7. FDOT Developmental Specifications Division II and Division III
8. FDOT Supplemental Specifications Division II and Division III
9. FDOT Standard Specifications Division II and Division III

1.3 SERVICE TYPES

A. MILLING OF EXISTING ASPHALT

Scope of Work: This work shall include, but is not limited to materials, labor, equipment, traffic control, striping, placement of signs, sodding, erosion and sedimentation control, and any

construction and application procedures necessary to remove existing asphalt pavement by milling to improve the rideability of the finished pavement, to lower the finished grade adjacent to the existing curb before resurfacing, or to remove existing pavement altogether. **The Contractor shall haul millings to a legal location as determined by the Contractor. However, the Contractor shall haul the first 25 truckloads per calendar year to the Sumter County Public Works stockpile at 319 E. Anderson Avenue, Bushnell, FL 33513 or other County locations as deemed appropriate by the County representative.** The milling depth and locations per individual road shall be identified on work plans submitted for specific projects, as needed, to the awarded contractor(s) for task order cost proposals aligned with authorized contract pricing. After milling, the lime rock base shall be primed with asphalt emulsion prime (AEP) following Section 300 of the FDOT Standard Specifications for Road and Bridge Construction, latest edition. The cost of the prime coat shall be included in the asphalt price submitted in the bid response. All material removed shall be considered the contractor's property, excluding the 25 truckloads of milling to be delivered to the County.

Materials: Cold milling shall meet all specifications as shown in Section 327 of the FDOT Standard Specifications for Road and Bridge Construction except section 327-1.

Pavement Edging: All roads to be milled shall be edged to remove excess asphalt before asphalt paving. All edging material shall be removed from the site by the Contractor.

B. STRUCTURAL OVERLAY

Scope of Work: This work shall include but is not limited to materials, labor, equipment, traffic control, placement of signs, and any construction and application procedures necessary for all plant-mixed hot bituminous pavements and bases. Any areas where the stress relief is placed shall be paved with the asphalt surface before allowing traffic on it. This condition may be waived upon approval of the County Representative.

Materials: This Work will meet all specifications as shown in Section 330 and 337 of the FDOT Standard Specifications for Road and Bridge Construction, latest edition with the following modification: 1. The word “County” will be substituted for the word “Department.”

Pavement Edging: All roads to be paved shall be edged 6” to 8” to remove grass before asphalt paving. All roads milled shall be edged to remove excess asphalt before asphalt paving. All edging material shall be removed from the site by the Contractor.

Warranty of Structural Overlay: The Contractor must furnish the following warranty after completing the work and before final payment, including Section 338 (Value Added Asphalt Pavement). The Contractor hereby warrants that all workmanship and all materials furnished under the contract comply fully with the requirements of the specifications. If at any time within one year after the date of the final inspection, any unsuitable or defective work should appear which in the opinion of the County is due to inferior materials or workmanship, the Contractor shall take all necessary actions to remedy the defects immediately at no cost to the County. The County will notify the Contractor in writing of the defects and the repairs to be made, and the Contractor will begin repair within a mutually agreed time frame.

The warranty period shall become effective on the date the final payment is approved and signed by the authorized Sumter County representative.

C. CHIP SEAL / FOG SEAL

Scope of Work: The work specified in this section consists of furnishing and applying a single, double, or triple application of the bituminous surface treatment on a paved roadway or

a prepared road base, compacted to the lines, grades, and thickness established by the County and in substantial conformance with the limits established by the owner.

Description: Chip Seal is a pavement surface treatment option that combines a layer of polymer modified liquid asphalt emulsion placed on a prepared base with a layer of aggregate spread and compacted while the asphalt is still liquid.

Materials:

Aggregates: Crushed granite conforming to FDOT Specifications Section 901, table 1 for #89, #78, or #67 gradation for coarse aggregates except as modified herein. The aggregate shall be washed granite obtained from a source approved by the owner. Sampling and testing of aggregate shall be the responsibility of the contractor. Copies of test results from the aggregate supplier shall be furnished to the County before starting the surface treatment.

All aggregate, #89, #78, and #67 shall be treated before applying Emulsified Asphalt Grade CSS-1H at the rate of 0.4% to 0.8% residual asphalt. All aggregate, clean broken stone, shall be pre-coated with an asphaltic material before the oil and chip process. All of the stones shall have 100% total coverage. A pugmill shall be used to pre-coat the aggregate. Stone having less than 100% total coverage shall not be used. The emulsified asphalt grade CSS-1H shall coat the entire surface of all of the aggregate. The pre-coating process is to take place at a location that the contractor has procured. The County shall approve the pre-coated aggregate before the seal coat process begins.

All costs for the pre-coating and placement of aggregate shall be included in the applicable chip seal or fog seal pay item as identified in the unit price proposal.

Payment shall not be made unless a representative of the County is present to observe the pre-coating process.

Liquid bituminous material for surface treatment: CRS-2P liquid bituminous material conforming to AASHTO M 316-99. When CRS-2P is specified, apply the following modifications:

a) Distill the CRS-2P at 400ºF for 20 min. and

b) Provide Polymer-Modified Cationic Emulsified Asphalt, CRS-2P produced by using polymer modified base asphalt only. The emulsion shall be pumpable and suitable for application through a distributor truck.

The Cationic mixing grade shall be homogenous and of high quality. The material shall be prepared from straight-run Asphalt of high ductility and shall contain a rubber hydrocarbon additive derived from latex in addition to carefully controlled amounts of selected diluents to promote workability and minimize stripping. Additives that enhance pavement performance are subject to approval by the County. The polymer material shall be co-milled into the asphalt or added to the emulsifier solution prior to the emulsification process. The amount of polymer modifier shall not be less than 3.0% polymer solids based on the asphalt content (by weight) and will be certified by the emulsified asphalt supplier.

Cationic Asphalt Emulsion

Material Designation		
Test on Emulsion:	Minimum	Maximum
Viscosity, Saybolt Furol, 77 degrees F (25 C),	---	---

s		
Viscosity, Saybolt, 122 degrees F (50 C), s	100	400
Demulsibility, 35ml, 0.8 percent DSS, %	70	-
Sieve Test, %	-	0.1
Storage Stability	-	1
Residue by Distillation, 350ºF max, %	65	---
Oil distillate, % by volume of emulsion	---	0.5
Residue Test, ASTM D 244 Low Temp	Minimum	Maximum
Penetration, 77ºF, 100gr, 5 sec	70	150
Elastic Recovery, ASTM D 6084, method B, 77ºF, 5 cm/min, %	50	-
Softening Point, ºF	125	-
Solubility in Trichloroethylene, %	97.0	-

Material Samples: The County will require the Contractor to sample and test each emulsion load before delivery. The Contractor will also provide a sample of the emulsion on-site before commencing work. The County will require the Contractor to provide sample containers and a local Independent testing laboratory with no affiliation to the emulsion supplier to analyze the emulsion. The Contractor will be responsible for the cost of the testing. The County reserves the right to test any shipment of emulsion that is believed to be substandard (color, viscosity, non-homogeneous application, etc.). All samples shall be shipped and stored in clean air-tight sealed wide mouth jars or bottles made of plastic.

Equipment:

Distributor: The liquid bituminous material shall be applied with a truck-mounted pressure distributor that has been calibrated within the previous twelve months for transverse and longitudinal application rates. The distributor shall be equipped, maintained, and operated to apply the bituminous material at controlled temperatures and rates from 0.035 to 1.5 gallons per square yard. The distributor shall be capable of applying bituminous material of variable widths up to 16 feet. The distributor shall uniformly apply the bituminous material to the specified rate with a maximum allowed variation of 0.015 gallons per square yard. Distributor equipment shall include a tachometer, an accurate volume measuring device, a calibrated tank, and a thermometer for measuring the tank's contents. Distributors shall be equipped with a heating device, asphalt pump, and full circulating spray bars adjustable laterally and vertically. Distributors and transport trailers shall be equipped with a sampling valve. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors will not be permitted. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. The valves that control the flow from nozzles shall act positively to provide a uniform unbroken spread of bituminous material on the surface. The distributor shall be equipped with devices and charts to provide accurate and rapid determination and control of the amount of bituminous material being applied and with a bitumeter on the auxiliary wheel type registering speed in feet per minute and trip and total distance in feet. Two distributor trucks will be required on all projects.

Aggregate Spreader: The aggregate spreader shall be a self-propelled unit capable of uniformly spreading the aggregate at the required rate on a minimum width of six inches wider than the width of the lane to be treated. The spreader shall be calibrated within the

previous twelve months for transverse and longitudinal application. The spreader shall be capable of extending to a width of 22 feet. The spreader shall be equipped with a computer-controlled aggregate/chip spreader to ensure the appropriate aggregate coverage at varying speeds unless approved otherwise by the County.

Rollers: The contractor shall use one ten-ton steel-wheeled roller and two eight to twelve-ton self-propelled pneumatic tire rollers with oscillating wheels and low pressure, smooth tires. Maintain the inflation of the tires such that in no two tires, the air pressure varies more than five psi. The rollers will be equipped with an operating water system and coco pads. A sufficient number of rollers and a sufficient number of passes shall be used to ensure cover aggregate is appropriately rolled.

Self-Propelled Rotary Power Broom: The self-propelled rotary broom shall be designed, equipped, maintained, and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure.

Additional Equipment: Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for completing projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 10' straight edge) shall be the Contractor's responsibility.

Construction:

Layout: The Contractor will be responsible for the string lining and layout of the roadway before paving.

Weather and Seasonal Limitations: The surface treatment shall not be applied to a wet surface or when rain occurs or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 50 degrees Fahrenheit in the shade. When applying emulsions, the surface temperature shall be a minimum of 55°F, and no more than 140°F.

Preparation of Surface: The chip seal material shall be placed on a firm, unyielding prepared roadway. The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The contractor will be responsible for blowing or sweeping the road immediately ahead of the chip seal operation to ensure the road is free of loose aggregate and other debris.

Application of Bituminous Material: Liquid bituminous material shall be applied using a pressure type distributor in a uniform, continuous spread over the section to be treated. The distributor shall be moving forward at the proper speed when the liquid is discharged onto the pavement to provide an even and consistent application at the rate prescribed. If any areas are deficient, the operation shall be stopped and corrected immediately. The liquid shall not be applied more than two hundred feet before the aggregate spreader when the ambient air temperature exceeds 75 degrees or one hundred feet if the air temperature is between 55 and 75 degrees.

- **Single Chip Seal:** Application of the liquid bituminous material shall be applied at a rate of 0.38 -0.45 gallons per square yard depending on the composition of the existing road bed, surface texture, and the aggregate's size in use.
- **Double Chip Seal:** The second application of liquid bituminous material shall be applied at a rate of 0.38 - 0.42 gallons per square yard depending upon the size of

the first layer of aggregate that the liquid is sprayed upon and the size of the aggregate being placed over the first application of surface treatment.

- **Triple Chip Seal:** The third application of liquid bituminous material shall be applied at a rate of 0.32 - 0.38 gallons per square yard depending upon the size of the first two layers of aggregate that the liquid is sprayed upon and the size of the aggregate being placed over the first and second applications of surface treatment.

Application of Cover Aggregate: Immediately following the spray application of the liquid bituminous material, cover aggregate shall be spread over the liquid material at a rate of 18 – 30 lbs per square yard depending upon the type of road base and the size of the existing aggregate that is being resurfaced.

Rolling: Immediately following the first application of the cover material, roll the entire surface with a pneumatic roller, followed immediately with the steel drum roller. Cover the entire surface one time with the steel drum roller. Then, roll the cover material again with the pneumatic roller. Continue rolling as long as necessary to ensure thorough keying of the cover aggregate into the liquid bituminous material. Eliminate the steel drum when rolling the second application of cover aggregate. Apply the second application of liquid and cover material the same day as the first application, as far as it is practicable and consistent with the setting of the liquid bituminous material.

Sweeping: After rolling the first application of cover aggregate, lightly broom the loose aggregate not to dislodge the aggregate embedded in the liquid. Sweep loose material from the road bed. Following the second application, again, broom loose aggregate from the road bed before applying the fog seal. If temperatures exceed 85 degrees, it may be necessary to wait 24 hours before sweeping the first application of the chip seal.

Fog Seal: Upon direction from the County, the fog seal is to be applied as a separate pay item. When surface treatment has been set, a fog seal is to be applied at a rate of 0.1 to 0.15 gallons per square yard to the entire surface treatment. The liquid for the fog seal shall be a cationic mixing type emulsion diluted forty percent with water. If sanding is needed, the fog seal shall be lightly sanded at a rate of plus or minus two pounds per square yard utilizing a mechanical spreader.

General Performance: Provide completed pavement that performs to the satisfaction of the County without bleeding, rutting, shoving, raveling, stripping, or showing other types of pavement distress or unsatisfactory performance.

Traffic Control: The Contractor shall furnish all necessary traffic control, barricades, signs, and flaggers to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on the fresh mix until rolling and blotting have been completed. The Contractor shall submit a Maintainance of traffic (MOT) plan indicating all facets of traffic control for the project area. The MOT plan must be accepted in writing by the County before commencing any work. All traffic control shall be following the FDOT Standard Plans, most current edition, and TP-102. MOT and associated devices shall be checked daily and periodically throughout the project for compliance, and where adjustments or corrections are needed, prompt revisions shall be made. In the event that the work requires a special traffic control plan that deviates from FDOT standards, the contractor shall submit a signed and sealed traffic control plan or MOT plan to the County for acceptance. This signed and sealed plan shall be incidental to the construction cost.

Method of Measurement: If a pay item is listed on the unit price proposal for work required in this Technical Provision, the quantity to be paid shall be as specified in the unit price proposal, including all items of work described herein. Any item necessary for Chip Seal and not explicitly

listed in another item in the unit price proposal shall be included in this item. Should the contractor be directed to place Fog Seal as a secondary application to Chip Seal, it shall be measured separately as listed in the Technical Provision for Fog Seal.

Basis of Payment: The quantities to be paid for under this Technical Provision shall be included in the Square Yard price for Chip Seal (single application), chip seal (double application), or chip seal (triple application) as listed in the unit price proposal. The unit price includes all items listed in the contract, including all General Conditions, Special Conditions, and Technical Provisions pertaining to chip seal, including all items of work described herein. No additional payment will be provided for any item necessary to complete this contract as detailed in the specifications, except that at the direction of the County, fog seal shall be applied and paid separately as listed in the Technical Provision for fog seal.

Warranty of Chip Seal: The Contractor shall provide the County upon final acceptance of the cape Seal work a warranty period of three years which shall include all labor, materials, hauling, traffic control, and striping to repair the defective areas. Defective areas shall include debonding/delamination, excessive raveling, and aggregate loss exposing the old roadway surface. The Contractor shall perform all warranty work at no cost to the County. The Contractor shall have been doing business in the State of Florida for at least four years prior to the date of this bid and have full-time, experienced personnel to respond to any warranty issues within 24 hours. The Contractor can be called to perform work or warranty work at any time of the year as needed by the County. The Contractor must have a full-time presence with an office, experienced personnel, and the proper equipment in Florida to respond 365 days a year.

D. CAPE SEAL SPECIFICATIONS

Description: The work specified in this section consists of furnishing and applying a single application of polymer modified bituminous surface treatment followed by a mixture of polymer-modified emulsified asphalt, mineral aggregate, mineral filler, water, and other additives, properly proportioned, mixed, and spread on a paved surface, established by the County and in substantial conformance with the limits established by the County. This two-step process is called a cape seal.

Materials:

Aggregates: for the first coat, surface treatment crushed granite conforming to FDOT specifications section 901, table 1 for #89 gradation for coarse aggregates except as modified herein. The aggregate shall be washed granite obtained from a source approved by the owner. Sampling and testing of aggregate shall be the responsibility of the contractor. Copies of test results from the aggregate supplier shall be furnished to the owner before starting the surface treatment.
All aggregate #89 shall be treated before applying Emulsified Asphalt Grade CSS-1H at the rate of 0.4% to 0.8% residual asphalt. All aggregate, clean broken stone, shall be pre-coated with an asphaltic material before the oil and chip process. All of the stones shall have 100% total coverage. A pugmill shall be used to pre-coat the stone. Stone having less than 100% total coverage shall not be used. The emulsified asphalt grade CSS-1H shall coat the entire surface of all of the aggregate. The pre-coating process is to take place at a location that the contractor procures. The County shall approve the pre-coated aggregate before the seal coat process begins.

All costs for the pre-coating and placement of aggregate shall be included in the cost of the item Cape Seal.

Payment shall not be made for the Cape Seal unless a representative of the County is

present to observe the pre-coating process.

Aggregates: for the final coat, use an aggregate consisting of 100% crushed stone. The aggregate shall be a crushed stone such as granite, slag, limestone, chat, or another high-quality aggregate, or a combination thereof. To assure the material is 100 percent crushed, the parent aggregate will be larger than the largest stone in the gradation used. Use aggregate source(s) from the list of aggregates available on FDOT's website and meet the requirements of this specification.

In addition to the requirements of FDOT Standard Specification Sections 901 and 902, meet the minimum aggregate requirements of Table 62-1.

Table 62-1
Quality Tests for Aggregate

AASHTO Test No.	Aggregate Property	Specification Requirements
AASHTO T 176	Sand Equivalent	65 Minimum
AASHTO T 104	Soundness	15% Maximum using Na_2SO_4 or 25% Maximum using $MgSO_4$
AASHTO T 96	Abrasion Resistance (1)	30% Maximum

(1) The abrasion test will be performed on the parent aggregate.

Gradation Requirements: When tested following FM 1-T 027 and FM 1-T 011, the target (mix design) aggregate gradation, including the mineral filler, shall be within the gradation range for a Type II mixture shown in Table 62-2, Column II.

e 62-2
Mix Design Gradation Requirements

Sieve Size	Type II Mix Design Range Percent Passing		Stockpile Tolerance from Mix Design Percent Passing
3/8 inch	100		N/A
No. 4	90 – 100		± 5%
No. 8	65 – 90		± 5%
No. 16	45 – 70		± 5%
No. 30	30 – 50		± 5%
No. 50	18 – 30		± 4%
No. 100	10 – 21		± 3%
No. 200	5 – 15		± 2%

The aggregate will be accepted from the stockpile located at the project. The stockpile will be accepted based on five quality control gradation tests conducted following FM 1-T 002. If the average of the five gradation tests is within the stockpile tolerances shown in Table 62-2, Column III for all of the sieve sizes, then the stockpile is accepted. If the average of the five gradation tests is not within the stockpile tolerances shown in Table 62-2, Column III, for any sieve size, remove the stockpiled material and replace it with new aggregate or blend other aggregate sources with the stockpiled material. Aggregates used in blending must meet the quality tests shown in Table 62-1 before blending and must be blended in a manner to produce a consistent gradation and sand equivalent value. If a new aggregate is obtained or blending of aggregates is performed, resulting in an aggregate that is not represented by the mix design, the contractor shall submit a new mix design to the Engineer for approval before production of the mix.

The Engineer may obtain stockpile samples at any time. If the average of five gradation tests conducted following FM 1-T 002 is not within the gradation tolerances shown in Table 62-2,

Column III for any sieve size, cease production until the problem is corrected to the satisfaction of the Engineer.

Screen all stockpiled aggregates at the stockpile area before delivery to the paving machine to remove oversize material and non-desirable particles.

Mineral Filler: If a mineral filler is utilized in the mix design, use non-air-entrained portland cement or hydrated lime, free from lumps. The Engineer will accept the mineral filler by visual inspection. The type and amount of mineral filler shall be determined by a laboratory mix design and considered part of the aggregate gradation. An increase or decrease of less than one percent mineral filler may be permitted during production if found to result in better consistency or set times. Any changes to the percentage of mineral filler must meet the requirements of Table 62-4.

Water: Utilize potable water that is free of harmful soluble salts, reactive chemicals, or any other contaminants.

Additives: Additives may be added to the mixture or any of the component materials to provide control of quick-trafficking properties. The additives to be used should be indicated on the mix design and be compatible with the other components of the mix.

Mix Design: Before work begins, the Contractor shall submit a mix design to the Engineer. The mix design must have an aggregate source used on five similar projects and developed using the specific materials to be used on the project. The mix design shall be developed by an independent, accredited laboratory with no affiliation to the emulsion supplier and endorsed by the International Slurry Surfacing Association (ISSA) and has experience designing such mixtures.

Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria. Allow the Engineer a maximum of two weeks to either conditionally verify or reject the mix design.

Meet the requirements provided in Table 62-3. After the mix design has been approved, no substitutions to the mix design will be permitted unless approved by the Engineer. The Engineer will consider inadequate field performance of a mix as sufficient evidence that the properties of the mix related to the mix design have changed, and the Engineer will no longer allow the use of the mix design. The project will be stopped until it is demonstrated that those properties, or issues, have been sufficiently addressed.

Table 62-3
Mix Design Testing Requirements

ISSA Test No.	Property	Specification Requirements
ISSA TB-139(1)	Wet Cohesion: @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	 12 kg-cm Minimum 20 kg-cm or Near Spin Minimum
ISSA TB-109	Excess Asphalt by Loaded Wheel Tester (LWT) Sand Adhesion	50 g/ft^2 Maximum
ISSA TB-114	Wet Stripping	90% Minimum
ISSA TB-100	Wet-track Abrasion Loss: One-hour Soak Six-day Soak	 50 g/ft^2 Maximum 75 g/ft^2 Maximum
ISSA TB-147	Lateral Displacement Specific Gravity after 1,000 Cycles of 125 lb.	5% Maximum 2.10 Maximum

ISSA TB-113(1)	Mix Time @ 77°F (25°C)	Controllable to 120 Seconds Minimum

(1) The Cohesion test and Mixing Time test should be checked and reported for the highest temperatures expected during construction.

The mix design must clearly show the proportions of aggregate, emulsified asphalt, mineral filler, water, and additive usage based on the dry weight of the aggregate. Meet the mix design component material requirements provided in Table 62-4.

Table 62-4
Mix Design Component Material Requirements

Component Materials	Specification Requirements
Residual Asphalt	5.5 to 10.5% (by dry weight of aggregate)
Mineral Filler	0.5 to 3.0% (by dry weight of aggregate)
Polymer-based Modifier	Minimum of 3.0% (solids based on asphalt weight content)
Additives	As needed
Water	As required to produce proper mix consistency

The materials (aggregates, emulsion, mineral filler, and additives) must be from the same source, grade and type used to develop the approved mix design. The Engineer must preapprove any substitutions or alternate supplies. Changes in the aggregate source or emulsion source require re-validating the mix design and the performance properties. Blending, co-mingling, and combining materials from two or more sources, grades or types is strictly prohibited. Aggregate stockpiles and emulsion material should be located at or near the job site in sufficient quantity for the job or designated parts of the job.

Liquid bituminous material for the first coat: CRS-2P liquid bituminous material conforming to AASHTO M 316-99. When CRS-2P is specified, apply the following modifications:

a.) Distill the CRS-2P at 400ºF for 20 min. and

b.) Provide Polymer-Modified Cationic Emulsified Asphalt, CRS-2P produced by using polymer modified base asphalt only. The emulsion shall be pumpable and suitable for application through a distributor truck.

The Cationic mixing grade shall be homogenous and of high quality. The material shall be prepared from an Asphalt of high ductility and shall contain a rubber hydrocarbon additive derived from latex in addition to carefully controlled amounts of selected diluents to promote workability and minimize stripping. Additives that enhance pavement performance are subject to approval by the County. The polymer material shall be co-milled into the asphalt or added to the emulsifier solution before the emulsification process. The amount of polymer modifier shall not be less than 3.0% polymer solids based on the asphalt content (by weight) and certified by the emulsified asphalt supplier.

Cationic Asphalt Emulsion

Material Designation		
Test on Emulsion:	Minimum	Maximum
Viscosity, Saybolt Furol, 77 degrees F (25 C), s	---	---
Viscosity, Saybolt, 122 degrees F (50 C), s	100	400
Demulsibility, 35ml, 0.8 percent DSS, %	70	-
Sieve Test, %	-	0.1
Storage Stability	-	1
Residue by Distillation, 350ºF max, %	65	---

Oil distillate, % by volume of emulsion	---	0.5
Residue Test, ASTM D 244 Low Temp	Minimum	Maximum
Penetration, 77ºF, 100gr, 5 sec	70	150
Elastic Recovery, ASTM D 6084, method B, 77ºF, 5 cm/min, %	50	-
Softening Point, ºF	125	-
Solubility in Trichloroethylene, %	97.0	-

Liquid bituminous material for the final coat: Provide a quick-traffic, polymer-modified emulsified asphalt conforming to the requirements specified in AASHTO M 208 for CSS-1has listed in Table 62-5. The cement mixing test shall be waived for this product.

The polymer material shall be co-milled into the asphalt or added to the emulsifier solution before the emulsification process. The amount of polymer modifier shall not be less than 3.0% polymer solids based on the asphalt content (by weight) and certified by the emulsified asphalt supplier.

The Engineer may waive the five-day settlement test, provided job-stored emulsified asphalt is used within 36 hours from the time of the shipment or the stored material has had additional emulsified asphalt blended into it before use.

Quality Tests: The emulsified asphalt, and emulsified asphalt residue, shall meet the requirements of AASHTO M 208 for CSS-1h, with the following additions:

e 62-5
Quality Tests for Emulsified Asphalt

AASHTO Test No.	**Emulsified Asphalt Property**	**Specification Requirements**
AASHTO T 59	Residue after Distillation (1)	62% Minimum
AASHTO T 59	Cement Mixing	Not Required
Quality Tests for Emulsified Asphalt Residue		
AASHTO T 53	Softening Point	135°F (57°C) Minimum

(1) Maintain the test temperature at 350°F (177°C) for 20 minutes.

Sampling, Certification, and Verification: For the first load of emulsified asphalt produced for the project, the supplier shall submit a sample to the Engineer for testing before use. The Engineer will then assign a pretest number, and the pretest number shall be furnished with all emulsified asphalt delivered to the project.

During application, the Engineer may sample and test all subsequent loads of emulsified asphalt delivered to the project to verify and determine compliance with specification requirements. These tests identify material outside specification requirements; the Engineer may require the supplier to cease shipment of that pre-tested product. A further shipment of that pre-tested product to the owning agency's projects will remain suspended until the cause of the problem is evaluated and corrected by the supplier to the Engineer's satisfaction**.**

Material Samples: The County will require the Contractor to sample and test each emulsion load before delivery. The Contractor will also provide a sample of the emulsion on-site before commencing work. The County will require the Contractor to provide sample containers and a local Independent testing laboratory with no affiliation to the emulsion supplier to analyze emulsion. The Contractor will be responsible for the cost of the testing. The County reserves the right to test any shipment of emulsion that is believed to be substandard. All samples shall be shipped and stored in clean air-tight sealed wide mouth jars or bottles made of plastic.

Equipment: Maintain all equipment, tools, and machines used in the performance of this work in satisfactory working condition at all times to ensure a high-quality product.

Distributor: The liquid bituminous material shall be applied with a truck-mounted pressure distributor that has been calibrated within the previous twelve months for transverse and longitudinal application rates. The distributor shall be equipped, maintained, and operated to apply the bituminous material at controlled temperatures and rates from 0.035 to 1.5 gallons per square yard. The distributor shall be capable of applying bituminous material of variable widths up to twenty-four feet. The distributor shall uniformly apply the bituminous material to the specified rate with a maximum allowed variation of 0.015 gallons per square yard. Distributor equipment shall include a tachometer, an accurate volume measuring device, a calibrated tank, and a thermometer for measuring the tank's contents. Distributors shall be equipped with a heating device, asphalt pump, and full circulating spray bars adjustable laterally and vertically. Distributors and transport trailers shall be equipped with a sampling valve. Distributor trucks shall be of the pressure type with insulated tanks. The use of gravity distributors will not be permitted. The valves shall be operated by levers so that one or all valves may be quickly opened or closed in one operation. The valves that control the flow from nozzles shall act positively to provide a uniform unbroken spread of bituminous material on the surface. The distributor shall be equipped with devices and charts to provide accurate and rapid determination and control of the amount of bituminous material being applied and with a bitumeter of the auxiliary wheel type registering speed in feet per minute and trip and total distance in feet. Two distributor trucks will be required on all projects.

Aggregate Spreader: The aggregate spreader shall be a self-propelled unit capable of uniformly spreading the aggregate at the required rate on a minimum width of six inches wider than the width of the lane to be treated. The spreader shall be calibrated within the previous twelve months for transverse and longitudinal application. The spreader shall be capable of extending to a width of 24 feet. The spreader shall be equipped with a computer-controlled aggregate/chip spreader to ensure the appropriate aggregate coverage at varying speeds unless approved otherwise by the Engineer.

Rollers: The contractor shall use three eight to twelve-ton self-propelled pneumatic tire rollers with oscillating wheels and low pressure, smooth tires. Maintain the inflation of the tires such that in no two tires, the air pressure varies more than five psi. The rollers will be equipped with an operating water system and coco pads. A sufficient number of rollers and a sufficient number of passes shall be used to ensure cover aggregate is appropriately rolled.

Sweepers: A minimum of two vacuum sweepers shall be used on this project. In rural areas, a self-propelled rotary broom can be used. It shall be equipped, maintained, and operated so the pavement surface can be swept clean. The broom shall have an adjustment to control the downward pressure. A vacuum street sweeper must be used in residential areas, and all excess aggregate shall be swept within 24 to 48 hours after the first application of the Cape Seal has been applied.

Mixing Equipment: Truck mounted and self-loading continuous machines are acceptable. Mix the material with an automatic-sequenced, self-propelled mixing machine. It shall be a continuous-flow mixing unit able to accurately deliver and proportion the mix components through a revolving multi-blade, double-shafted mixer and to discharge the mixed product on a continuous-flow basis. The machine shall have sufficient storage capacity for all mix components to maintain an adequate supply to the proportioning controls. Four truck-mounted machines of 12 cubic yard capacity, or larger, will be required for all projects or roads one-half mile or less in length.

Self-loading continuous machines shall be capable of loading materials while maintaining

micro-surfacing, thereby minimizing construction joints. Two self-loading machines shall be required on all projects or roads greater than one-half mile in length. Self-loading continuous machines shall be equipped to allow the operator to have complete control of the forward and reverse speeds during applications of the material and shall be equipped with opposite-side driver stations to assist in alignment. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be original equipment-manufacturer design.

Proportioning Device: Provide and properly mark individual volume or weight controls for proportioning each material to be added to the mix (i.e., aggregate, mineral filler, emulsified asphalt, additives, and water).

Spreading Equipment: Agitate and spread the mixture uniformly in the spreader box using twin-shafted paddles or spiral augers fixed in the spreader box. Provide a front seal to ensure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved, and a free flow of material is provided to the rear strike-off. The spreader box shall have suitable means to automatically adjust the box width while traveling behind the mixing unit and side shift the box to compensate for variations in the pavement geometry.

Secondary Strike-off: Provide a secondary strike-off to improve surface texture. The secondary strike-off shall have the same adjustments as the spreader box. No burlap drags will be permitted on the final applications.

Auxiliary Equipment: Provide suitable surface preparation equipment, traffic control equipment, hand tools, and any other support and safety equipment necessary to perform the work.

Calibration: Calibrate each mixing unit to be used in the performance of the work in the presence of the Engineer before the start of construction. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than 60 days have elapsed.

Document the individual calibration of each material at various settings, which can be related to the machine metering devices. Do not utilize any mixing unit on the project until the calibration has been completed and approved by the Engineer. Any component replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been completed and accepted.

Additional Equipment: Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 10-foot straight edge) shall be the Contractor's responsibility.

Experience: All contractors and subcontractors shall be FDOT prequalified in the work classes of drainage, flexible paving, grading, and hot plant–mixed bituminous courses. Bidders must submit with the bid a minimum of five Cape Seal project references from a City or County in the State of Florida that have been completed within the past three years. Bidders may be required to submit detailed information regarding the staff that they propose for this project. The Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. The Contractor shall have in their possession, in the State of Florida at the time of bidding, two or more aggregate spreaders, two distributors, four truck-mounted machines, and two self-loading machines as described in the equipment section of the specification. Staff shall have the option to inspect the Contractor’s equipment, and if found deficient, it shall be

the basis for rejection of Contractor's bid.

Construction:

Layout: The Contractor will be responsible for the string lining and layout of the roadway before paving.

Weather and Seasonal limitations: The cape seal treatment shall not be applied to a wet surface or when rain occurs or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 50 degrees Fahrenheit in the shade. When applying emulsions, the surface temperature shall be a minimum of 55°F, and no more than 140°F.

Preparation of Surface: The cape seal material shall be placed on a firm, unyielding prepared roadway. The Contractor shall be responsible for clipping back shoulders and removing overburden or any other vegetation or debris to ensure that the road is free of organic and deleterious material. The contractor will be responsible for blowing or sweeping the road immediately ahead of the chip seal operation to ensure the road is free of loose aggregate and other debris. Remove any thermoplastic striping materials and retro-reflective pavement markers in the areas to be cape sealed. Provide temporary striping as necessary to comply with Contract Documents. If water is used for cleaning, allow any unsealed cracks to dry thoroughly before applying a cape seal. Protect maintenance holes, valve boxes, drop inlets, and other service entrances from the cape seal mixture by a suitable method. The Engineer will approve the surface preparation before the cape seal. No loose aggregate, either spilled from the lay-down machine or existing on the road, will be permitted on the final application.

Application of bituminous material: Liquid bituminous material shall be applied using a pressure type distributor in a uniform, continuous spread over the section to be treated. The distributor shall be moving forward at the proper speed when the liquid is discharged onto the pavement to provide an even and consistent application at the rate prescribed. If any areas are deficient, the operation shall be stopped and corrected immediately. The liquid shall not be applied more than two hundred feet before the aggregate spreader when the ambient air temperature exceeds 75 degrees or one hundred feet if the air temperature is below 75 degrees.

- **Single Chip Seal:** The liquid bituminous material shall be applied at a rate of 0.32 - 0.38 gallons per square yard depending on the composition of the existing roadbed, surface texture, and the aggregate's size in use.

Application of cover Aggregate: Immediately following the spray application of the liquid bituminous material, cover aggregate shall be spread over the liquid material at a rate of 22 – 28 lbs square yard depending upon the type of road that is being resurfaced.

Rolling: Immediately following the first application of the cover material, roll the entire surface with pneumatic rollers. Continue rolling as long as necessary to ensure thorough keying of the cover aggregate into the liquid bituminous material and as far as it is practicable and consistent with the setting of the liquid bituminous material.

Sweeping: After rolling the first application of cover aggregate, lightly broom the loose aggregate not to dislodge the aggregate embedded in the liquid. Before the final lift is applied, sweep loose material within 24 to 48 hours after the first application.

Application of Final Lift: Pre-wet the surface by fogging ahead of the spreader box with

water. Adjust the application rate of the fog spray to suit temperatures, surface texture, humidity, and dryness of the pavement.

The material shall be of the desired consistency upon leaving the mixer. Carry a sufficient amount of material in all parts of the spreader box at all times so that complete coverage is obtained. Avoid overloading of the spreader box. Do not allow lumping, balling, or unmixed aggregate in the micro surfacing mixture.

Do not leave streaks, such as those caused by oversized aggregate, in the finished surface. If excess streaking develops, stop production until the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than 1/2 inch wide and 4 inches long, or 1 inch wide and 3 inches long, in any 30 yd^2 areas. Do not permit transverse ripples or longitudinal streaks of 1/4 inch in depth or greater when measured by placing a 10-foot straight edge over the surface.

Rate of Application:
The average application rate shall be following Table 62-6 unless otherwise specified in the Contract Documents. Full-width application rates must be maintained within ± 2 lbs/yd^2 of the specified rate. Application rates are based upon the weight of dry aggregate in the mixture. The maximum thickness of any single layer of micro-surfacing at the edge of the pavement shall be 1/4 inch.

Table 62-6
Final Application Rates

AGGREGATE TYPE	LOCATION	APPLICATION RATE(1)	
Type II	Collectors, Local Roads, and Airport Runways	Single Application: 26-30 lbs/yd^2	

(1) Application rates are based upon the weight of dry aggregate in the mixture.

Joints: Prevent excessive buildup, uncovered areas, or unsightly appearance on longitudinal and transverse joints. Provide suitable-width spreading equipment to produce a minimum number of longitudinal joints throughout the project. Place longitudinal joints on lane lines, where possible. Use half passes and odd-width passes only when absolutely necessary. Do not apply a half pass as the last pass of any area. Do not overlap longitudinal lane line joints by more than three inches. Do not construct joints having more than a 1/4 inch difference in elevation when measured by placing a 10-foot straight edge over the joint and measuring the elevation drop-off. Construct longitudinal joints so that water is not held at the joint. Construct transverse joints at the beginning and end project limits so that the elevation difference does not exceed 1/4 inch.

Mix Stability: Produce a mixture that possesses sufficient stability, so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. The mixture shall be free of excess water or emulsified asphalt and free of segregation of the emulsified asphalt and aggregate fines from the coarser aggregate. Do not spray water directly into the spreader box while applying material under any circumstances.

Handwork: Utilize hand squeegees to provide complete and uniform coverage of cape-sealed areas that cannot be reached with the mixing machine. Lightly dampen the area to be hand-worked before mix placement, if necessary. Care shall be exercised to leave no

unsightly appearance from handwork. When performing handwork, provide the same type of finish as that applied by the spreader box.

Lines: Construct straight lines along curbs and shoulders. Do not permit runoff in these areas. Keep lines at intersections straight to provide a good appearance. If necessary, utilize a suitable material to mask off the end of streets to provide straight lines. Edge lines shall not vary by more than 2 inches horizontally.

Cleanup: Remove cape seal material from all areas such as manholes, gutters, drainage structures, rumble strips, and as otherwise specified by the Engineer. Daily, remove any debris resulting from the performance of the work.

Quality Assurance:

Material Monitoring: Provide a computerized material monitoring system with integrated material control devices that are readily accessible and positioned so the amount of each material used can be determined at any time. Ensure the computer system is functional at the beginning of work and during each calibration. Provide a backup electronic materials counter that is capable of recording running count totals for each material being monitored. Equip the mixer with a radar ground measuring device. The computer system shall have the capability to record, display and print the following information:

1. Individual sensor counts for emulsion, aggregate, cement, water, and additive.
2. Aggregate, emulsion, and cement output in pounds per minute.
3. Ground travel distance.
4. Spread rate in pounds per square yard.
5. Percentages of emulsion, cement, water, and additive.
6. Cumulative totals of aggregate, emulsion, cement, water, and Additive.
7. Scale factor for all materials.

Sampling and Testing: The Engineer shall obtain one sample of micro-surfacing mixture each day of production. The Engineer shall test each sample following FM 5-563 and FM 1-T 030 to determine the residual asphalt content and the gradation of the sample. Evaporate all water from the sample before testing. Determine the deviation of the test results for each sample from the mix design target values. Compare the deviation from the mix design to the mixture control tolerances shown in Table 62-7.

Table 62-7
Aggregate and Emulsified Asphalt - Acceptance Limits

Aggregate	**Tolerance from Mix Design Target Values**
Percent Passing No. 4 Sieve	± 6 percent
Percent Passing No. 8 Sieve	± 7 percent
Percent Passing No. 50 Sieve	± 6 percent
Percent Passing No. 200 Sieve	± 3.0 percent
Emulsified Asphalt	
Residual Asphalt Content of Mixture	± 0.6 percent

Application Rate: Control the application rate for micro surfacing on a lot basis to within the "Total" range specified in 62-6. A lot will be considered as 0.10 lane miles. No additional compensation will be paid for application rates placed in excess of the "Total" specified

range. The unit price for each deficient lot will be reduced by ten percent for each lb/yd^2 rate less than the “Total” specified range. For application rates outside the “Total” specified range, stop production of the mixture and make adjustments to correct the problem to the Engineer's satisfaction before resuming production. Accept a pay reduction for deficient lot production or overlay the deficient area at full plan width and depth at no additional cost.

Traffic Control: The **Contractor** The Contractor shall furnish all necessary traffic control, barricades, signs, and flagmen to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on the fresh mix until rolling and blotting have been completed. The Contractor shall submit an MOT plan indicating all facets of traffic control for the project area. The MOT plan must be accepted in writing by the County before commencing any work. All traffic control shall be following the FDOT Roadway Design Standards, most current edition, and TP-102. MOT and associated devices shall be checked daily and periodically throughout the project for compliance, and where adjustments or corrections are needed, prompt revisions shall be made. In the event that the work requires a special traffic control plan that deviates from FDOT standards, the contractor shall submit a signed and sealed traffic control to the County for acceptance. This signed and sealed plan shall be incidental to the construction cost.

Method of Measurement: If a pay item is listed on the unit price proposal for work required in this Technical Provision, the quantity to be paid shall be as specified in the unit price proposal, including all items of work described herein. Any item necessary for Cape Seal, not specifically listed in another item in the unit price proposal, shall be included. The prime contractor must perform at least 51% or more of the project that includes Cape Seal.

Basis of Payment: The quantities to be paid for under this Technical Provision shall be included in the Square Yard price for Cape Seal as listed in the unit price proposal. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions, and Technical Provisions pertaining to Cape Seal, including all items of work described herein. No additional payment will be provided for any item necessary to complete this contract as detailed in the specifications, except that at the direction of the County.

Warranty: The Contractor shall provide the County upon final acceptance of the Cape Seal work a warranty period of three (3) years which shall include all labor, materials, hauling, traffic control, and striping to repair the defective areas. Defective areas shall include debonding/delamination, excessive raveling, and aggregate loss exposing the old roadway surface. The Contractor shall perform all warranty work at no cost to the County. The Contractor shall have been doing business in the State of Florida for at least four years from the date of this bid and have full-time, experienced personnel to respond to any warranty issues within 24 hours. The Contractor can be called to perform work or warranty work at any time of the year as needed by the County. The Contractor must have a full-time presence with an office, experienced personnel, and the proper equipment in Florida to respond 365 days a year.

E. MICRO-SURFACING

Micro-Surfacing shall be performed following FDOT Specification Section 335, provided as follows for reference. Any reference to the “Engineer” shall mean “Engineer or Sumter County.” All payment terms shall be following Contract Terms contained in the Contract Documents.

SECTION 335

MICRO-SURFACING

335-1 Description.

Construct a micro-surfacing pavement with the type of mixture specified in the Contract Documents. Micro-surfacing is a mixture of polymer-modified emulsified asphalt, mineral aggregate, mineral filler, water, and other additives, properly proportioned, mixed, and spread on a paved surface.

The mix shall be capable of being spread in variable thickness cross-sections (wedges, ruts, scratch courses, and surfaces), which, after curing and initial traffic consolidation, resists compaction throughout the entire design tolerance range of asphalt binder content and variable thickness to be encountered. The end product shall maintain a skid-resistant surface in variable thick sections throughout the service life of the micro-surfacing.

The mix shall be a quick-traffic system that will accept straight rolling traffic one hour after application.

335-2 Materials.

335-2.1 Emulsified Asphalt:

335-2.1.1 General Requirements:

Provide a quick-traffic, polymer-modified emulsified asphalt conforming to the requirements specified in AASHTO M 208 for CSS-1h**,** as listed in Table 335-1. The cement mixing test shall be waived for this product.

The polymer material shall be co-milled into the asphalt or added to the emulsifier solution before the emulsification process. The amount of polymer modifier shall not be less than 3.0% polymer solids based on the asphalt content (by weight) and certified by the emulsified asphalt supplier.

The Contractor's Engineer and County representative may waive the five-day settlement test, provided job-stored emulsified asphalt is used within 36 hours from the time of the shipment or the stored material has had additional emulsified asphalt blended into it before use.

335-2.1.2 Quality Tests:

The emulsified asphalt, and emulsified asphalt residue, shall meet the requirements of AASHTO M 208 for CSS-1h, with the following additions:

e 335-1
Quality Tests for Emulsified Asphalt

AASHTO Test No.	**Emulsified Asphalt Property**	**Specification Requirements**
AASHTO T 59	Residue after Distillation (1)	62% Minimum
AASHTO T 59	Cement Mixing	Not Required
Quality Tests for Emulsified Asphalt Residue		
AASHTO T 53	Softening Point	135°F (57°C) Minimum

(1) Maintain the test temperature at 350°F (177°C) for 20 minutes.

335-2.1.3 Sampling, Certification, and Verification:

For the first load of emulsified asphalt produced for the project, the supplier shall submit a sample to the Contractor's Engineer for testing before use. A pretest number will then be assigned by the Contractor's Engineer, and the pretest number shall be furnished with all

emulsified asphalt delivered to the project.

At any time during application, the Contractor's Engineer may sample and test all subsequent loads of emulsified asphalt delivered to the project to verify and determine compliance with specification requirements. Where these tests identify material outside specification requirements, the Contractor's Engineer may require the supplier to cease shipment of that pre-tested product. A further shipment of that pre-tested product to the owning agency's projects will remain suspended until the cause of the problem is evaluated and corrected by the supplier to the satisfaction of the Contractor's Engineer and County representative**.**

335-2.2 Aggregate:

335-2.2.1 General:

Use an aggregate consisting of 100% crushed stone. The aggregate shall be a crushed stone such as granite, slag, limestone, chat, or other high-quality aggregate, or a combination thereof. To assure the material is 100 percent crushed, the parent aggregate will be larger than the largest stone in the gradation used. Use aggregate source(s) from the list of aggregates available on FDOT's website and meet the requirements of this specification.

335-2.2.2 Aggregate Quality Tests:

In addition to the requirements of FDOT Standard Specification Sections 901 and 902, meet the minimum aggregate requirements of Table 335-2.

Table 335-2
Quality Tests for Aggregate

AASHTO Test No.	Aggregate Property	Specification Requirements
AASHTO T 176	Sand Equivalent	65 Minimum
AASHTO T 104	Soundness	15% Maximum using Na_2SO_4 or 25% Maximum using $MgSO_4$
AASHTO T 96	Abrasion Resistance (1)	30% Maximum

(1) The abrasion test will be performed on the parent aggregate.

335-2.2.3 Gradation Requirements:

When tested following FM 1-T 027 and FM 1-T 011, the target (mix design) aggregate gradation, including the mineral filler, shall be within the gradation range for a Type II mixture shown in Table 335-3, Column II.

e 335-3
Mix Design Gradation Requirements

Sieve Size	Type II Mix Design Range Percent Passing		Stockpile Tolerance from Mix Design Percent Passing
3/8 inch	100		N/A
No. 4	90 – 100		± 5%
No. 8	65 – 90		± 5%
No. 16	45 – 70		± 5%
No. 30	30 – 50		± 5%
No. 50	18 – 30		± 4%
No. 100	10 – 21		± 3%

No. 200	5 – 15		± 2%

The aggregate will be accepted from the stockpile located at the project. The stockpile will be accepted based on five quality control gradation tests conducted following FM 1-T 002. If the average of the five gradation tests is within the stockpile tolerances shown in Table 335-3, Column III for all of the sieve sizes, then the stockpile is accepted. If the average of the five gradation tests is not within the stockpile tolerances shown in Table 335-3, Column III, for any sieve size, remove the stockpiled material and replace it with new aggregate or blend other aggregate sources with the stockpiled material. Aggregates used in blending must meet the quality tests shown in Table 335-2 before blending and must be blended in a manner to produce a consistent gradation and sand equivalent value. If new aggregate is obtained or blending of aggregates is performed resulting in an aggregate that is not represented by the mix design, submit a new mix design to the Contractor's Engineer for approval prior to production of the mix.

The Contractor's Engineer may obtain stockpile samples at any time. If the average of five gradation tests conducted in accordance with FM 1-T 002 is not within the gradation tolerances shown in Table 335-3, Column III for any sieve size, cease production until the problem is corrected to the satisfaction of the Engineer.

Screen all stockpiled aggregates at the stockpile area prior to delivery to the paving machine to remove oversize material and non-desirable particles.

335-2.3 Mineral Filler:

If mineral filler is utilized in the mix design, use non air-entrained Portland cement or hydrated lime that is free from lumps. The Engineer will accept the mineral filler by visual inspection. The type and amount of mineral filler shall be determined by a laboratory mix design and will be considered as part of the aggregate gradation. An increase or decrease of less than one percent mineral filler may be permitted during production if it is found to result in better consistency or set times. Any changes to the percentage of mineral filler must meet the requirements of Table 335-5.

335-2.4 Water:

Utilize water that is potable and free of harmful soluble salts, reactive chemicals, or any other contaminants.

335-2.5 Additives:

Additives may be added to the mixture or any of the component materials to provide control of quick-trafficking properties. The additives to be used should be indicated on the mix design and be compatible with the other components of the mix.

335-2.6 Crack Filler:

Utilize a crack filler meeting the material requirements of Developmental Specification Section 305.

335-3 Mix Design.

Before work begins, the Contractor shall submit a mix design to the Engineer. The mix design must have an aggregate source used on five similar projects and developed using the specific materials to be used on the project. The mix design shall be developed by an

independent, accredited laboratory with no affiliation to the emulsion supplier and is endorsed by the International Slurry Surfacing Association (ISSA) and has experience in designing micro surfacing mixtures.

Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria. Allow the Engineer a maximum of two weeks to either conditionally verify or reject the mix design.

Meet the requirements provided in Table 335-4. After the mix design has been approved, no substitutions to the mix design will be permitted, unless approved by the Engineer. The Engineer will consider inadequate field performance of a mix as sufficient evidence that the properties of the mix related to the mix design have changed, and the Engineer will no longer allow the use of the mix design. The project will be stopped until it is demonstrated that those properties, or issues, have been sufficiently addressed.

Table 335-4
Mix Design Testing Requirements

ISSA Test No.	Property	Specification Requirements
ISSA TB-139(1)	Wet Cohesion: @ 30 Minutes Minimum (Set) @ 60 Minutes Minimum (Traffic)	 12 kg-cm Minimum 20 kg-cm or Near Spin Minimum
ISSA TB-109	Excess Asphalt by Loaded Wheel Tester (LWT) Sand Adhesion	50 g/ft^2 Maximum
ISSA TB-114	Wet Stripping	90% Minimum
ISSA TB-100	Wet-track Abrasion Loss: One-hour Soak Six-day Soak	 50 g/ft^2 Maximum 75 g/ft^2 Maximum
ISSA TB-147	Lateral Displacement Specific Gravity after 1,000 Cycles of 125 lb.	5% Maximum 2.10 Maximum
ISSA TB-113(1)	Mix Time @ 77°F (25°C)	Controllable to 120 Seconds Minimum

(1) The Cohesion test and Mixing Time test should be checked and reported for the highest temperatures expected during construction.

The mix design must clearly show the proportions of aggregate, emulsified asphalt, mineral filler, water, and additive usage based on the dry weight of the aggregate. Meet the mix design component material requirements provided in Table 335-5.

Table 335-5
Mix Design Component Material Requirements

Component Materials	Specification Requirements
Residual Asphalt	5.5 to 10.5% (by dry weight of aggregate)
Mineral Filler	0.5 to 3.0% (by dry weight of aggregate)
Polymer-based Modifier	Minimum of 3.0% (solids based on asphalt weight content)
Additives	As needed
Water	As required to produce proper mix consistency

The materials (aggregates, emulsion, mineral filler, and additives) must be from the same

source, grade, and type used to develop the approved mix design. Any substitutions or alternate supplies must be preapproved by the Contractor's Engineer. Changes in the aggregate source or emulsion source require re-validating the mix design and the performance properties. Blending, co-mingling and otherwise combining materials from two or more sources, grades or types is strictly prohibited. Aggregate stockpiles and emulsion material should be located at or near the job site in sufficient quantity for the job or designated parts of the job.

335-4 Equipment.

335-4.1 General:

Maintain all equipment, tools, and machines used in the performance of this work in satisfactory working condition at all times to ensure a high-quality product.

335-4.2 Mixing Equipment:

Use a machine specifically designed and manufactured to place micro-surfacing. Truck-mounted and self-loading continuous machines are acceptable. Mix the material with an automatic-sequenced, self-propelled micro surfacing mixing machine. It shall be a continuous-flow mixing unit able to accurately deliver and proportion the mix components through a revolving multi-blade, double-shafted mixer and to discharge the mixed product on a continuous-flow basis. The machine shall have sufficient storage capacity for all mix components to maintain an adequate supply to the proportioning controls. Four truck-mounted machines will be required for all projects or roads one-half mile or less in length.

Self-loading continuous machines shall be capable of loading materials while continuing to lay micro surfacing, thereby minimizing construction joints. Two self-loading machines will be required on all projects or roads greater than one half mile in length. Self-loading continuous machines shall be equipped to allow the operator to have full control of the forward and reverse speeds during applications of the micro surfacing material and shall be equipped with opposite-side driver stations to assist in alignment. The self-loading device, opposite-side driver stations, and forward and reverse speed controls shall be original equipment-manufacturer design.

335-4.3 Proportioning Device:

Provide and properly mark individual volume or weight controls for proportioning each material to be added to the mix (i.e., aggregate, mineral filler, emulsified asphalt, additives, and water).

335-4.4 Spreading Equipment:

Agitate and spread the mixture uniformly in the spreader box by means of twin-shafted paddles or spiral augers fixed in the spreader box. Provide a front seal to ensure no loss of the mixture at the road contact point. The rear seal shall act as a final strike-off and shall be adjustable. The spreader box and rear strike-off shall be so designed and operated that a uniform consistency is achieved and a free flow of material is provided to the rear strike-off. The spreader box shall have suitable means to hydraulically adjust the box width automatically while traveling behind the mixing unit, and be able to side shift the box to compensate for variations in the pavement geometry.

335-4.4.1 Secondary Strike-off:

Provide a secondary strike-off to improve surface texture. The secondary strike-off shall have the same adjustments as the spreader box. No burlap drags will be permitted on the final applications.

335-4.4.2 Rut-filling Equipment:

When required by the Contract Documents, micro surfacing material may be used to fill ruts, utility cuts, depressions in the existing surface, etc. When rutting or deformation is less than 1/2 inch, a full-width scratch course may be applied with the spreader box using a metal or stiff rubber strike-off. Ruts of 1/2 inch or greater in-depth shall be filled independently with a rut-filling box, either five or six feet in width. Ruts that are in excess of 1 1/2 inches in depth may require multiple applications with the rut-filling box to restore the cross-section.

When a rut box is used, emulsified asphalt content may be reduced by 0.5% of the mix design target. Any reduction of emulsified asphalt content must be within the tolerance of the job mix formulation listed in the mix design. Material placed with the rut-filling box shall have a 1/4 inch crown to allow for traffic consolidation. Before placing subsequent lifts, allow all rut-filling material to cure under traffic for at least 24 hours.

335-4.5 Auxiliary Equipment:

Provide suitable surface preparation equipment, traffic control equipment, hand tools, and any other support and safety equipment necessary to perform the work.

335-5 Calibration.

Calibrate each mixing unit to be used in the performance of the work in the presence of the Engineer before the start of construction. Previous calibration documentation covering the exact materials to be used may be acceptable, provided that no more than 60 days have lapsed. Document the individual calibration of each material at various settings, which can be related to the machine metering devices. Do not utilize any mixing unit on the project until the calibration has been completed and approved by the Engineer. Any component replacement affecting material proportioning requires that the machine be recalibrated. No machine will be allowed to work on the project until the calibration has been completed and accepted.

335-6 Weather Limitations.

Do not apply micro surfacing if either the pavement or air temperature is below 50°F. Do not apply micro surfacing when there is the possibility that the finished product will freeze within 24 hours. Do not apply micro-surfacing in the rain or when there is standing water on the pavement. The mixture shall not be applied when weather conditions prevent opening to traffic within a reasonable amount of time, as determined by the Engineer.

335-7 Surface Preparation.

335-7.1 General:

Remove any thermoplastic striping materials and retro-reflective pavement markers in the areas to be micro surfaced. Provide temporary striping as necessary to comply with Contract Documents. Immediately before applying the micro-surfacing, clear the surface of all loose material, silt spots, vegetation, and other material that will negatively affect the quality of the micro-surfacing, utilizing any standard cleaning method. If water is used for cleaning, allow any unsealed cracks to dry thoroughly before applying micro-surfacing.

Protect manholes, valve boxes, drop inlets, and other service entrances from the micro-surfacing mixture by a suitable method. The Engineer will approve the surface preparation before micro-surfacing. No loose aggregate, either spilled from the lay-down machine or existing on the road, will be permitted.

335-7.2 Cracks:

Pre-treat any cracks in the pavement's surface with a crack filler meeting the requirements of FDOT Developmental Specification Section 305 prior to the application of the micro-surfacing. Fill any cracks with a width greater than 1/4 inch. Do not overfill the cracks. Crack filling material must cure for a minimum of 30 days prior to application of the micro surfacing.

335-7.3 Rumble Strips:

Where shoulders are not to be micro surfaced, prevent material from being applied to or entering any rumble strip depressions. If necessary, remove any material that enters the depressions. When rumble strips are to be micro surfaced, place a scratch course to fill the depressions prior to placing the final surface course.

335-7.4 Tack Coat:

Place a tack coat on all collector roads prior to constructing a micro-surfacing course. A tack coat is not required on residential roads or between the leveling (scratch) course and the surface course provided the surface course is placed within 30 days of the leveling (scratch) course. If required, the tack coat should be type SS, type CSS, or the micro-surfacing emulsified asphalt. It may consist of one part emulsified asphalt to three parts water and should be applied with a standard distributor. The distributor shall be capable of applying the tack evenly at a rate of 0.05-0.15 gal/yd^2.

335-8 Application.

335-8.1 General:

Pre-wet the surface by fogging ahead of the spreader box with water. Adjust the rate of application of the fog spray to suit temperatures, surface texture, humidity, and dryness of the pavement.

The micro surfacing shall be of the desired consistency upon leaving the mixer. Carry a sufficient amount of material in all parts of the spreader box at all times so that complete coverage is obtained. Avoid overloading of the spreader box. Do not allow lumping, balling, or unmixed aggregate in the micro surfacing mixture.

Do not leave streaks, such as those caused by oversized aggregate, in the finished surface. If excess streaking develops, stop production until the situation has been corrected. Excessive streaking is defined as more than four drag marks greater than 1/2 inch wide and 4 inches long, or 1 inch wide and 3 inches long, in any 30 yd^2 area. Do not permit transverse ripples or longitudinal streaks of 1/4 inch in depth or greater, when measured by placing a 10-foot straight edge over the surface.

335-8.2 Rate of Application.

The average application rate shall be in accordance with Table 335-6, unless otherwise specified in the Contract Documents. Full width application rates must be maintained within

± 2 lbs/yd^2 of the specified rate. Application rates are based upon the weight of dry aggregate in the mixture. The maximum thickness of any single layer of micro-surfacing at the edge of the pavement shall be 1/4 inch.

AGGREGATE TYPE	LOCATION	APPLICATION RATE(1)	
Type II	Collectors, Local Roads, and Airport Runways	Single Application: 20-24 lbs/yd^2	Double Application (two lifts): Bottom: 14-18 lbs/yd^2 Top: 16-20 lbs/yd^2 Total: 30-34 lbs/yd^2
	Scratch or Leveling Course	As Required --- 12 lbs/yd^2 (minimum)	

(1) Application rates are based upon the weight of dry aggregate in the mixture.

335-8.3 Joints:

Prevent excessive buildup, uncovered areas, or unsightly appearance on longitudinal and transverse joints. Provide suitable-width spreading equipment to produce a minimum number of longitudinal joints throughout the project. Place longitudinal joints on lane lines, where possible. Use half passes and odd-width passes only when absolutely necessary. Do not apply a half pass as the last pass of any area. Do not overlap longitudinal lane line joints by more than three inches. Do not construct joints having more than a 1/4 inch difference in elevation when measured by placing a 10-foot straight edge over the joint and measuring the elevation drop-off. Construct longitudinal joints so that water is not held at the joint. Construct transverse joints at the beginning and end project limits so that the elevation difference between the micro-surfacing and the adjacent pavement does not exceed 1/4 inch.

335-8.4 Mix Stability:

Produce a micro-surfacing mixture that possesses sufficient stability so that premature breaking of the material in the spreader box does not occur. The mixture shall be homogeneous during and following mixing and spreading. The mixture shall be free of excess water or emulsified asphalt and free of segregation of the emulsified asphalt and aggregate fines from the coarser aggregate. Do not spray water directly into the spreader box while applying micro surfacing material under any circumstances.

335-8.5 Handwork:

Utilize hand squeegees to provide complete and uniform coverage of micro-surfaced areas that cannot be reached with the mixing machine. Lightly dampen the area to be hand worked prior to mix placement, if necessary. Care shall be exercised to leave no unsightly appearance from handwork. When performing handwork, provide the same type of finish as that applied by the spreader box.

335-8.6 Lines:
Construct straight lines along curbs and shoulders. Do not permit runoff on these areas. Keep lines at intersections straight to provide a good appearance. If necessary, utilize a suitable material to mask off the end of streets to provide straight lines. Edge lines shall not vary by more than 2 inches horizontally.

335-8.7 Cleanup:

Remove micro surfacing mixture from all areas such as manholes, gutters, drainage structures, rumble strips, and as otherwise specified by the Engineer. On a daily basis, remove any debris resulting from the performance of the work.

335-8.8 Post Sweeping:

If required by the Engineer, broom the surface of any loose material within 48 hours after the completion of the micro surfacing. If directed by the Engineer, perform this operation again approximately seven to ten days after completion of the micro surfacing as needed. Additionally, clean the surface, as necessary, prior to application of the final pavement markings.

335-9 Quality Assurance.

335-9.1 Material Monitoring:

Provide a computerized material monitoring system with integrated material control devices that are readily accessible and positioned so the amount of each material used can be determined at any time. Ensure the computer system is functional at the beginning of work and during each calibration. Provide a backup electronic materials counter that is capable of recording running count totals for each material being monitored. Equip the mixer with a radar ground measuring device. The computer system shall have the capability to record, display and print the following information:

1. Individual sensor counts for emulsion, aggregate, cement, water, and additive.
2. Aggregate, emulsion, and cement output in pounds per minute.
3. Ground travel distance.
4. Spread rate in pounds per square yard.
5. Percentages of emulsion, cement, water, and additive.
6. Cumulative totals of aggregate, emulsion, cement, water, and Additive.
7. Scale factor for all materials.

335-9.2 Sampling and Testing:

The Engineer shall obtain one sample of micro-surfacing mixture each day of production. The Engineer shall test each sample in accordance with FM 5-563 and FM 1-T 030 to determine the residual asphalt content and the gradation of the sample. Evaporate all water from the sample prior to testing. Determine the deviation of the test results for each sample from the mix design target values. Compare the deviation from the mix design to the mixture control tolerances shown in Table 335-7.

Table 335-7
Aggregate and Emulsified Asphalt - Acceptance Limits

Aggregate	**Tolerance from Mix Design Target Values**
Percent Passing No. 4 Sieve	± 6 percent
Percent Passing No. 8 Sieve	± 7 percent
Percent Passing No. 50 Sieve	± 6 percent

Percent Passing No. 200 Sieve	± 3.0 percent
Emulsified Asphalt	
Residual Asphalt Content of Mixture	± 0.6 percent

335-9.3 Application Rate:

Control the application rate for micro surfacing on a lot basis to within the "Total" range specified in 335-6. A lot will be considered as 0.10 lane miles. No additional compensation will be paid for micro surfacing application rates placed in excess of the "Total" specified range. The unit price for each deficient lot will be reduced by ten percent for each lb/yd^2 rate less than the "Total" specified range. For application rates outside the "Total" specified range, stop production of the mixture and make adjustments to correct the problem to the satisfaction of the Contractor's Engineer before resuming production. Accept a pay reduction for deficient lot production or overlay the deficient area at full plan width and depth at no additional cost.

335-10 Basis of Payment.

335-10.1 General:

The micro surfacing shall be paid for at the Contract unit price per square yard, completed, and accepted. Such price and payment shall be full compensation for performing all micro-surfacing work included in this section, and shall include the cost of all materials, including the cost of the emulsified asphalt and aggregate. Crack sealing, if required, shall be paid for under the appropriate pay item.

335-10.2 Payment Items:

Payment will be made under:

Double Micro	Per square yard
Single Micro	Per square yard
Crack Sealant	Per Gallon
Rut Filling (Leveling)	Per Ton

Public Outreach:
The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated two weeks before and 24 hours before. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type, which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. A hand distribution of this notice will be considered incidental to the contract.

F. IN-PLACE RECYCLING - RECONSTRUCTION WITH ASPHALT EMULSION AND CEMENT BLEND SPECIFICATION (FULL DEPTH RECLAMATION)

This work shall consist of the preparation of a stabilized base course composed of a mixture of the existing bituminous concrete pavement, existing base course material, emulsified asphalt, Portland cement and other additives per the mix design. The manufacturing of the stabilized base course shall be done by in-place pulverizing and blending of the existing pavement and

base materials, and the introduction of asphalt emulsion, cement, and additives if called for in the Special Conditions or design mix formula. The process, which results in a stabilized base course, shall be accomplished in accordance with these specifications and conform to the lines and grades established by the engineer.

Existing asphalt pavement shall be pulverized by a method that does not damage the material below the plan depth as shown on the appropriate roadway section.

Materials:

RAP: Materials must meet all requirements specified in the 2017 Florida Department of Transportation Standard Specifications for Road and Bridge Construction 283-2, except that 98% of all material is required to pass through a 50 mm (2 inch) sieve.

Additional Base Materials: Additional base materials may be needed to meet the mix design parameter for adjusting grade elevations, as directed by the engineer, or for widening. When such additional material is required it shall be among those bases listed in FDOT Design Standards as General Use Optional Base Materials and meet applicable FDOT requirements for such. Section 285, Table 285-1 FDOT.

Asphalt Emulsion: When the mix design calls for stabilization with asphalt emulsion, utilize CSS-1h or CMS-2h, meeting the requirements of AASHTO M 208-01 (2009) and approved by the State Materials Office prior to use.

Foamed Asphalt: If the mix design calls for stabilization with foamed asphalt utilize an asphalt binder meeting the requirements of Section 916 FDOT and listed on the FDOT Department's Approved Products List.

Portland Cement: When a blend of asphalt emulsion and Portland cement is specified the Portland cement shall be type I or II and conform to the latest standard requirements of ASTM C150 and AASHTO M85. When cement is added with the emulsion no more than 2.5% shall be used on the project, unless approved by the Engineer.

Water: The water for the base course compaction and foaming additive shall be clean and free from sewage, oil, acid, strong alkalis, or vegetable matter and it shall be in sufficient supply for mixing and curing. Water of questionable quality shall be tested in accordance with the requirements of AASHTO T 26.

Soil: The soil base to be reclaimed shall be evaluated by a professional geotechnical engineering laboratory to determine suitability in the stabilization process. The soil shall be free of roots, sod, weeds and deleterious materials.

Equipment:

Road Reclaimer: Shall be originally designed for pavement reclaiming of a size equal to or larger than a Wirtgen WR 240i with comparable specifications including but not limited to: horsepower, rotor size, and injection system. The reclaimer shall be capable of pulverizing and mixing pavement, base materials, and subgrade soil to a depth of 20 inches. It shall have the capability of introducing and metering additives uniformly and accurately and that positive displacement pumps accurately meter the planned amount of asphalt emulsion into the mixture. The reclaiming machine shall mix the emulsified asphalt and cement additive thoroughly with the RAP and soil materials. The pump shall be mechanically or electronically interlocked with the ground speed of the machine. The asphalt metering system and water metering system shall be capable of continuously monitoring (GPM) flow,

and totaling the quantity of water and asphalt applied into the mixing chamber. Additives shall be uniformly distributed and mixed with the pulverized material, any existing underlying material as specified.

Milling Machine: A 10 foot and a 12 foot mill, self-propelled, bi-directional, down-cutting, lateral/horizontal mixing, cold milling machine capable of pulverizing the existing asphalt (and base material as needed to a maximum depth of 14 inches) in a single pass to the depth shown on the plans will be required. The machine shall have automatic depth controls to maintain the cutting depth to within ¼ in (6 mm) of that shown on the plans and shall have a positive means for controlling cross slope elevations. A 30 foot non-contact averaging beam must be used on the mill. The use of a heating device to soften the pavement will not be permitted. Up-cutting machines shall not be permitted. Machines that only provide vertical mixing will not be permitted.

The milling machine must be equipped with a liquid metering device capable of adjusting the flow of asphalt emulsion to compensate for any variation in the speed of the machine. The metering device shall deliver the amount of asphalt emulsion to within 0.2 percent of the required design amount by weight of pulverized bituminous material (for example, if the design requires 3.0 percent, the metering device shall maintain the emulsion amount between 2.8 percent and 3.2 percent). The asphalt emulsion pump should be of sufficient capacity to allow emulsion contents up to 3.5% by weight of pulverized bituminous material. Also, automatic digital readings will be displayed for both the flow rate and total amount of pulverized bituminous material and asphalt emulsion in appropriate units of weight and time.

Bituminous Paver: A self-propelled high density paver having tamper bar compaction, electronic grade and cross slope control for the screed shall be utilized. The equipment shall be of sufficient size and power to spread and lay the reclaimed base mixture in one smooth continuous pass to the specified section and according to the plans. A 30 foot non-contact averaging beam must be used on the bituminous paver. To reduce material segregation, the bituminous paver must utilize a hopper insert.

Motor Grader: Shall be of sufficient size and horsepower to adequately rough grade the pulverized base and rough and finish grade the mixed and compacted base. The equipment shall be in good working order free from leaks and capable of maintaining an accurate grade and cross-slope.

Rollers: Shall be in good working order free from leaks and capable of compacting the mix to the requirements of this specification: Vibratory rollers shall be a minimum of 10 tons and capable of rolling in either vibratory or static mode. Three wheel static rollers shall be a minimum of 11 tons. Pneumatic tire rollers shall have a minimum of 9 oscillating wheels with smooth, low pressure tires (pressure shall be equally matched in all tires within 5 PSI) and weigh at least 28 tons. Initial compaction shall be accomplished by either single or dual drum vibratory or three wheel roller static rollers.

Additional Equipment: Additional equipment will be needed to complete the operations required by this technical provision. All equipment necessary for the successful completion of projects governed by this technical provision shall be included in the unit costs associated herein. Availability of quality assurance devices (such as a 10' straight edge) shall be the responsibility of the Contractor.

Cement Delivery Equipment: Ensure cement is spread uniformly and accurately during the recycling process with an Integrated binder spreader system, capable of spreading in various widths by opening or closing panels and micro processer-controlled metering cells for precise metering of the cement. The spreader shall be mounted on the Road Reclaimer,

have digital and automated controls and be dust free. Minimize the amount of airborne cement dust to the satisfaction of the Engineer and in accordance with OSHA regulations.

A cement spreader can only be used if milling machines are required. The cement spreader shall be equipped with a bag house and curtains and be capable of spreading 25 tons at one time before being reloaded. Cement will not be allowed to be spread with spreader bars from a tanker.

Experience: All contractors and their subcontractors shall be FDOT prequalified in the work classes of drainage, flexible paving, grading, and hot plant–mixed bituminous courses. Bidders must submit with the bid a minimum of five In-Place Recycling-Reconstruction (with emulsion and cement blend stabilization) project references from a City or County in the State of Florida, that have been completed within the past two years. Minimum experience requirement must be met by the Prime Bidder and not the proposed sub-contractor for this project. Bidders are required to submit detailed information: indicating the project date, number of square yards treated in each and phone number of the government official in charge of each project. Contractor shall be capable of meeting all the requirements of this specification at the time of the bid. The contractor shall have in their possession at the time of bidding, three or more Road Reclaimers and two or more Milling Machines as described in the equipment section of the specification. Staff shall have the option to inspect the Contractor's equipment and if found deficient, it shall be the basis for rejection of Contractor's bid.

Construction:

Layout: The Contractor will be responsible for the string lining and lay out of the roadway prior to paving. Elevations of the existing road must be referenced at sufficient intervals to ensure the reclaimed roadway elevation, template and cross slope are as previously planned after the final wearing surface is placed. Method for layout and line and elevation reference must be approved by the engineer prior to beginning work.

Weather and Seasonal limitations: The base shall not be mixed or placed while the atmospheric temperature is below 40 deg F (2 deg C) or when conditions indicate that the temperature may fall below 35 deg F (2 deg C) within 24 hours, or when the weather is foggy or rainy, or when the soil or sub grade is frozen.

Mix Design: Prior to construction, obtain an adequate number of core samples to develop the mix design(s). Representative samples of the asphalt pavement material, underlying base material, and virgin materials, where applicable, shall be supplied to an independent, nationally accredited laboratory with no partnership with the emulsion supplier, for testing to determine the proportions of asphalt emulsion and cement needed to produce a mix design meeting the requirements of Table 198-1. The optimum binder content shall be the binder content that results in the highest wet tensile strength while also having 70% retained tensile strength compared to the dry strength and additionally has a minimum 3500 pounds Marshall stability. Cement shall be used at a minimum dosage rate of 1% and at a maximum dosage rate of 2.5% by dry weight of reclaimed material. Cement amounts greater than 2.5% will only be allowed if approved by the engineer. The mix design shall be signed and sealed by a professional engineer and submitted to the Engineer prior to use for approval.

Table 198-1
Mix Design Criteria

Test	Test Method Number	Criteria
Gradation of reclaimed material	AASHTO T 27-11	Report

Determination of optimum binder content		
Compaction effort at optimum fluids content. Marshall Compactor; 50 blows/side or Superpave Gyratory Compactor, 100 mm diameter specimens, 30 gyrations. Density determination.	Asphalt Institute MS 14, Appendix F. ASTM D6926-10 AASHTO T 312-12 FM 1-T 166	Report
Marshall stability Cure at 60°C to constant weight. Test at 40°C.	ASTM D6927-06	2,500 ~~3,500~~ lbs. minimum stability
Resistance of compacted bituminous mixture to moisture induced damage. 55 to 75% vacuum saturation, water bath at 25°C for 23 hours, last hour in water bath at 40°C.	AASHTO T 283-07 (2011)	70% minimum retained tensile strength

Widening: When the existing base is to be widened, the Contractor shall excavate the shoulder from the edge of the existing pavement to at least 6 inches beyond the planned new width of the base prior to pulverization. All costs involved in collecting, hauling, and disposing of these materials shall be borne by the Contractor.

The bottom of the trench shall be kept free of loose soil and vegetation. Reclaimed existing roadway parent materials or approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed in the excavation uniformly and without loss or contamination. The Contractor shall correct all areas of irregular grade or deficient thickness and shall remove and replace material contaminated with soil, organic material, or debris.

After the final pass of the recycler, soil shall be drawn up against the widening material to close the excavation, and the shoulder shall be graded and compacted to produce a firm, even surface.

Additional Material: When additional material is to be added to correct cross slope deficiencies or change elevation as directed by the engineer, approved base material (those bases listed in FDOT Design Standards as General Use Optional Base Materials) shall be placed on the roadway prior to final pass for pulverization and mixed uniformly with the existing material.

Pulverization: The existing pavement and base material shall be pulverized and blended to the depth required so the entire mass of material shall be uniformly graded to the following gradation:

Table 198-2

SIEVE SIZE	PERCENT PASSING
2”	98 - 100
1-1/2”	95

Material gradation may vary due to local aggregates and conditions. Multiple passes of the reclaimer may be necessary to achieve the required gradation.

The asphalt emulsion or asphalt and water (to produce a foamed asphalt) shall be

introduced into the mix through the reclaimer uniformly and accurately and metered such that areas are of equal consistency and moisture content. The reclaimed material and additives shall be combined in place to meet the requirements specified in such proportions that the reclaimed mixture is of acceptable composition and stability. Before the start and at the end of each day's work and at any time requested, the engineer must be permitted access to the mixing equipment in order to read the meter to verify the quantity of asphalt emulsion applied during the day's work. Field adjustments shall be made as necessary to the recommended mix design under the guidance of a knowledgeable and competent technician or superintendent to obtain a satisfactory reclaimed mixture of consistent composition and stability throughout the Project.

After the material has been processed, it shall be compacted to the lines, grades, and depth required. Water may be applied to ensure optimum moisture content at the time of mixing and compaction.

Compaction: Commence rolling with self-propelled rollers as required by this technical provision at the low side of the course, except leave 3 to 6 inches from any unsupported edge or edges unrolled initially to prevent distortion. Density readings shall be taken by Contractor's licensed nuclear gauge operator and witnessed by the Engineer/inspector.

Rollers shall move at a uniform speed that shall not exceed 8 km/hour (5 miles/hour). For static rollers, the drive drum normally shall be in the forward position or nearest to the paver. Vibratory rollers shall be operated at the speed, frequency and amplitude required to obtain the required density and prevent defects in the mat.

The number, weight and type of rollers furnished shall be sufficient to obtain the required compaction of the reclaimed material. The field density of the compacted mixture shall be at least 94 percent of the maximum density of laboratory specimens prepared from samples of the base material taken from the material in place. The specimens shall be compacted in accordance with AASHTO T-180. The in-place field density shall be determined in accordance with ASTM D 2922.

Any pavement shoving or other unacceptable displacement shall be corrected. The cause of the displacement shall be determined and corrective action taken immediately and before continuing rolling. Care shall be exercised in rolling the edges of the reclaimed mixture so the line and grade of the edge are maintained.

At the end of each day's production, a transverse construction joint shall be formed by a header or by cutting back into the compacted material to form a true vertical face free of loose material. The protection provided for construction joints shall permit the placing, spreading, and compacting of base material without injury to the work previously laid. Where it is necessary to operate or turn any equipment on the completed base course, sufficient protection and cover shall be provided to prevent damage to the finished surface. A supply of mats or wooden planks shall be maintained and used as approved and directed by the Engineer.

Finishing: Finishing operations shall be completed and the base course shall conform to the required lines, grades, and cross section. If necessary, the surface shall be lightly scarified to eliminate any imprints made by the compacting or shaping equipment. The surface shall then be recompacted to the required density. Correct all irregularities greater than ½" over ten feet to the satisfaction of the engineer.

Protection and Curing: After the base course has been finished as specified herein, it shall be protected against drying for a period of 2 to 3 days by the application of a prime

coat as specified in FDOT Standard Specifications section 300 at a rate of not less than 0.15 gal/sy or a sacrificial HMA paving 4.75 mix as per Dev 337 on collector & arterial roads with over 10,000 ADT. Both are incidental and will be included in the In-Place Recycling price. The curing method shall begin as soon as possible, but no later than 24 hours after the completion of finishing operations. The finished base course shall be kept moist continuously until the curing material is placed.

If performed, micro fracturing will be performed within 48 to 72 hours after the chemical admixtures have been introduced into the reclaimed base.

At the time the prime coat or 4.75 mix is applied, the surface shall be dense, free of all loose and extraneous material, and shall contain sufficient moisture to promote adhesion of the bituminous material.

To prevent equipment from marring or damaging the completed work, protect finished portions of base used by equipment.

Do not allow traffic on the reclaimed base until it is assured the reclaimed base surface will not distort, shove, or ravel under the anticipated vehicular loading.

Thickness: The average thickness of the base constructed during one day shall be within 1/2 inch (12 mm) of the thickness required, except that the thickness of any one point may be within 3/4 inch (19 mm) of that required. Where the average thickness shown by the measurements made in one day's construction is not within the tolerance given, the Engineer shall evaluate the area and determine if, in his/her opinion, it shall be reconstructed at the Contractor's expense or the deficiency deducted from the total material in place.

Sampling and Testing:

Quality Control: Perform the following quality control tests at the prescribed frequency. Randomly determine sample locations in accordance with ASTM D 3665-12 or equivalent. Reclaimed material gradation: Determine the percent passing the following sieve sizes: 3 inches and 2 inches. Obtain a sample at a frequency of one sample per 5,000 SY. Meet the requirements of Table 198-2. If the requirements of Table 198-2 are not met, adjust the pulverization operation so that the resultant material will meet specification requirements or to the satisfaction of the Engineer.

Moisture/density relationship of reclaimed base: Establish a wet/dry density relationship for density specification compliance by obtaining a sample at a frequency of once per 5000 square yards for Modified Proctor (AASHTO T-180) determination. Determine the moisture content in accordance with AASHTO T 110-03 (2011), AASHTO T 265-12, or ASTM D 4643-08.

In-place field density: Perform one nuclear density test per 1000 square yards. The dry field density (i.e. corrected gauge wet density) of the compacted mixture shall average at least 96.0 percent of the maximum laboratory dry density as determined by modified proctor. No individual density test shall be lower than 94.0 percent of the maximum laboratory dry density. If one density test is below 94.0 percent or two consecutive density tests are below 96.0 percent of the maximum laboratory dry density, cease production and resolve the issue to the satisfaction of the Engineer before resuming production.

Marshall stability: Perform Marshall stability testing twice per day or once per day if less than 1500 square yards is reclaimed. Meet the requirements of Table 198-1. If the Marshall

stability does not meet the requirements of Table 198-1, cease production and resolve the issue to the satisfaction of the Engineer before resuming production. Retained tensile strength: Perform retained tensile strength testing twice per day or once per day if less than 1500 square yards is reclaimed. Meet the requirements of Table 198-1. If the retained tensile strength does not meet the requirements of Table 198-1, cease production and resolve the issue to the satisfaction of the Engineer before resuming production.

Depth of mixing: Determine the depth of mixing at least once per 250 square yards. Meet the requirements of **Thickness.**

Cross slope measurement: Meet the requirements of Table 330-4 FDOT 2017.

Additional sampling and testing may be required if significant changes in the characteristics of the reclaimed material are observed, such as a much coarser or finer gradation or a noticeable difference in asphalt content, or when there is considerable variability in the field test results.

All delivery tickets and notes regarding any materials brought to the project site to complete this Contract must be given to the Engineer/Inspector upon delivery to the project site.

Method of Measurement: If a pay item is listed on the unit price proposal for work required in this Technical Provision, the quantity to be paid shall be as specified in the unit price proposal, including all items of work described herein. Any item necessary for In-Place Recycling-Reconstruction with Asphalt Emulsion and Cement, and not specifically listed in another item in the unit price proposal, shall be included in the SY Price for Pulverization including but not limited to shaping, compacting, finish grading, sacrificial 4.75 mix, prime coat, sanding prime coat, etc. Cost for introduction of asphaltic cement into the mixture shall be included in the per GL cost for Asphalt Emulsion. Cost for excavation for widening will be included in the CY Price for Excavation. Cost for additional materials needed for widening or adjustment of grade as directed by the engineer shall be included in the per TON Price for General Use Optional Base Material.

Basis of Payment: The quantities to be paid for under this Technical Provision shall be included in the Square Yard price for In-Place Recycling-Reconstruction, (Pulverization), the per Gallon price for Asphalt Emulsion, the per ton price for Portland Cement, the per Cubic Yard price for Excavation and the per TON price for General Use Optional Base Material. The Unit prices include all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to In-Place Recycling-Reconstruction with Asphalt Emulsion and Cement, including all items of work described herein. No additional payment will be provided for any item necessary for the completion of this contract as detailed in the specifications.

Warranty: The Contractor shall provide the City or County upon final acceptance of the In-Place Recycling-Reconstruction with Asphalt Emulsion and Cement work, a warranty period of three years (36 months) which shall include all materials and workmanship.

The Contractor shall have been doing business in the State of Florida for at least four years from the date of this bid and have full time experienced personal to respond to any warranty issues within 24 hours. The Contractor can be called to preform work or warranty work at any time of the year as needed by the City or County. The Contractor must have a full-time presence with an office, experienced personal and the proper equipment in Florida to respond 365 days a year.

G. ASPHALT REJUVENATION

Description: The work specified in this section shall consist of furnishing all labor, material, and equipment necessary to perform all operations for the application of an asphalt rejuvenating agent to asphaltic concrete surface courses.

The rejuvenation of surface courses shall be by spray application of a maltene-based cationic rejuvenating agent composed of petroleum oils and resins emulsified with water. All work shall be following the specifications, the applicable drawings, and subject to the terms and conditions of this contract.

Materials: The asphalt rejuvenating agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit a bid with a certified statement from the asphalt rejuvenator manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements.

	Test Methods		Requirements	
	ASTM	AASHTO	Min	Max
Tests on Emulsion				
Viscosity @ 25°C, SFS	D-244	T-59	15	40
Residue, % W[1]	D-244(Mod.)	T-59(Mod)	60	65
Miscibility Test[2]	D-244(Mod.)	T-59(Mod)	No Coagulation	
Sieve Test, %W[3]	D-244(Mod.)	T-59(Mod)		0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance[4]				30
Tests on Residue from Distillation:				
Flash Point, COC, °C	D-92	T-48	196	
Viscosity @ 60°C, cSt	D-445	-	100	200
Asphaltenes, %w	D-2006-70	-		1.00
Maltene Dist. Ratio[5]	D-2006-70	-	0.3	0.6
PC/S Ratio[5]	D-2006-70	-	0.5	
Saturated Hydrocarbons,S[5]	D-2006-70	-	21	28

1. ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50 gram sample to 149°C (300°F) until foaming ceases, then cool immediately and calculate results.
2. Test procedure identical with ASTM D-244-60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.
3. Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two percent sodium oleate solution.
4. Procedure for Determining Percent Light Transmittance on Asphalt Rejuvenating Agent:
   a. Scope: This procedure covers the determination of percent light transmittance of the asphalt rejuvenating agent.
   b. Apparatus:
      1. Container may be glass, plastic or metal having a capacity of 6,000 ml.
      2. Graduated cylinder, 1,000 ml, or greater
      3. Light transmittance measuring apparatus, such as Bausch and Lomb or Lumberton spectrophotometer
      4. Graduated pipette having 1 ml capacity to 0.01 ml accuracy
      5. Suction bulb for use with pipette
      6. Test tubes compatible with spectrophotometer, 3/4” X 6, Bausch and Lomb, Catalog No. 33-17-81, (B&L)
   c. Calibration of spectrophotometer:
      1. Calibrate spectrophotometer as follows:

a. Set wavelength at 580 mu,
b. Allow spectrophotometer to warm-up thirty minutes,
c. Zero percent light transmittance (%LT) scale,
d. Rinse test tube three times with tap water and fill to top of circle marking on B&L test tube or approximately 2/3 full,
e. Place tube in spectrophotometer and set %LT scale at 100, and,
f. repeat steps (c) and (e) two times or until no further adjustments are necessary.

d. Procedure:

1. Shake, stir or otherwise thoroughly mix emulsion to be tested. Place sample of emulsion in beaker and allow to stand one minute.
2. Place 2,000 ml tap water in container.
3. Suck 1.00 ml emulsion into pipette using suction bulb. Wipe off outside of pipette.
4. Using suction bulb, blow emulsion into container.
5. Rinse pipette by sucking in diluted emulsion solution and blowing out.
6. Clean pipette with soap or solvent and water. Rinse with acetone.
7. Stir diluted emulsion thoroughly.
8. Rinse out tube to be used with the diluted emulsion three times and fill to top of circle.
9. Calibrate spectrophotometer.
10. Place diluted emulsion sample tube in spectrophotometer, cover and read %LT to nearest tenth.
11. Repeat steps 9 and 10 until three identical consecutive readings are achieved.
12. The elapsed time between addition of emulsion to dilution of water and final %LT reading should not exceed 5 minutes.

5. Chemical Composition by ASTM Method D-2006-70:

$\frac{PC + A_1}{S + A_2}$

PC = Polar Compounds, A_1 = First Acidaffins
A_2 = Second Acidaffins, S = Saturated Hydrocarbons

The rejuvenating agent shall have a record of satisfactory service as an asphalt rejuvenating agent and in depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity of the asphalt binder and provide an in-depth seal.

The bidder must submit with his bid the manufacturer's certification that the material proposed for use is in compliance with the specification requirements. The bidder must submit with his bid previous use documentation and test data conclusively demonstrating that; the rejuvenating agent has been used successfully and that the asphalt rejuvenating agent has been proven to perform, as heretofore required, through field testing as to the required change in asphalt binder viscosity. Testing data shall be submitted indicating such product performance on a sufficient number of projects to insure product consistency and reasonable life expectancy.

Material Performance: The asphalt rejuvenating agent shall have the capability to penetrate the asphalt pavement surface. The asphalt rejuvenating agent shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the asphalt

rejuvenating agent into the asphalt binder has been effected shall be by analysis of the chemical properties the asphalt binder.

The viscosity shall be reduced by a minimum of 25% for a pavement two years or less in age, and reduced by a minimum of 40% for a pavement greater than two years in age as determined by dynamic shear rheometer (DSR) method for asphalt testing in accord with AASHTO T315-05. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper 3/8 inch of pavement. In addition, the treated areas shall be sealed in-depth to the intrusion of air and water.

The Engineer will require that untreated and treated core samples, a minimum of six inches in diameter, be removed by the Contractor at locations indicated by the Engineer. The treated core sample shall be taken in the same lane in close proximity to each untreated sample. A minimum of one untreated and treated core sample shall be taken for each pavement group or one per 50,000 square yards of treated pavement in each pavement group.

Equipment:

Distributor: The distributor for spreading the emulsion shall be self-propelled, and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.04 to 0.5 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5% of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

The rate of application shall be controlled by an onboard computer control system designed to uniformly and consistently control the selected application rate in gallons per square yard regardless of the forward speed of the distributor truck.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

Sand Truck: The truck used for sanding shall be equipped with a spreader that allows the sand to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of sand per square yard in a single pass. The spreader shall be adjustable so as not to broadcast sand onto driveways or to lawns.

The sand to be used shall be manufactured sand free flowing, without any leaves, dirt, stones, etc. Any wet sand shall be rejected from the job site.

Any equipment that is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

Calibration: Distributor-Prior to construction, calibrate the distributor in accordance with ASTM D2995-99 in the presence of the Engineer. The distributor shall be moving forward at the proper application speed at the time the spray bar is opened. If at any time a nozzle becomes clogged or not spraying a proper pattern, the operation shall be immediately halted until repairs are made.

Sand Spreader- Prior to construction, calibrate the spreader in accordance with ASTM

D5624-02, in the presence of the Engineer. The allowable deviation in the amount of manufactured sand spread on each of the rubber mats shall not exceed plus or minus 1 pound per square yard in the transverse direction, or plus or minus 1 pound per square yard in the longitudinal direction, from the design application rate.

Construction:

Layout: The Contractor will be responsible for the lay out of the roadway and project planning and sequencing to meet traffic control requirements prior to paving.

Weather and Seasonal Limitations: The asphalt-rejuvenating agent shall not be applied to a wet surface or when rain is occurring or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 40° in the shade. When applying emulsions, the temperature of the surface shall be a minimum of 59°F, and no more than 140°F.

If unexpected rain occurs prior to material penetration and sanding, the agent shall be reapplied at no cost to the county. Further, the contractor's traffic control and project monitoring shall continue until the application has penetrated, area has been sanded and the resultant surface is not slippery or dangerous to vehicular travel.

Preparation of Surface: The contractor will be responsible for blowing or sweeping the road immediately ahead of the application operation to make sure the road is free of standing water, dirt, loose aggregate and other debris. The surface shall be clean and dry prior to the application.

Application of asphalt rejuvenating emulsion: The asphalt-rejuvenating agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to insure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

Material Placement: Application of asphalt rejuvenating agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint of the pavement shall be treated in both application passes of the distributor truck.

Before spreading, the asphalt rejuvenating agent shall be blended with water at the rate of two parts rejuvenating agent to one part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.04 to 0.10 gallons per square yard, or as approved by the Engineer following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the Engineer grants approval for additional applications. Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed. After the street has been treated, the area within one foot of the curb line on both sides of the road, when directed shall receive an additional uniformly applied treatment of the asphalt rejuvenating emulsion as directed by the engineer.

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of asphalt rejuvenating agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

Test Strip for Application Rate: Prior to start of the project, the contractor shall perform test strip applications as directed by the engineer. Test strips shall be performed for each pavement group of similar age and type within the project area.

The test strips shall be applied at a minimum width of 6 feet and for a length of 50 feet. A total of three test strips shall be applied at application rates of 0.04, 0.08 and 0.10 gallons per square yard, respectively. The time, in minutes, for essentially complete absorption of the asphalt rejuvenating emulsion shall be recorded for each test strip. The optimal rate to be used in a given area shall be that rate essentially absorbed within 30 minutes.

In the event that all three of the standard test rates are absorbed completely within the 30 minute timeframe, then the Contractor and the Engineer shall agree on a fourth test strip application rate.

Upon completion of the test strips for each pavement group, the Engineer will determine the final application rate to be applied to each pavement group.

Sanding/Blotting: After the rejuvenating emulsion has penetrated, and when recommended by the Contractor and approved by the Engineer, a coating of dry manufacture sand shall be applied to the surface in sufficient amount to protect the traveling public as required.

All manufactured sand used during the treatment must be removed no later than 24 hours after treatment of a roadway. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating emulsion.

If, after manufactured sand is swept and in the opinion of the Engineer a hazardous condition exists on the roadway, the contractor must apply additional manufactured sand and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of materials.

Handling of Asphalt Rejuvenating Agent: Contents in tank cars or storage tanks shall be circulated at least 45 minutes before withdrawing any material for application. When loading the distributor, the asphalt rejuvenating agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor that shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials, and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

Street Sweeping: The Contractor shall be responsible for sweeping and cleaning of the streets after treatment. All sand used during the treatment must be removed no later than 48 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer.

If, after sand is swept and in the opinion of the Engineer a hazardous condition exists on the roadway, the contractor must apply additional sand and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of sand.

Resident Notification: The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated two weeks before and 24 hours before beginning work. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type, which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

Traffic Control: The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh Asphalt Rejuvenator until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic. The Contractor shall submit an MOT plan indicating all facets of traffic control for the project area. The MOT plan must be approved in writing by the Engineer prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, most current edition and TP-102. MOT and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made. Traffic control is incidential to the contract work.

Method of Measurement: Asphalt rejuvenating emulsion at the Contract bid unit prices of measure is compensation in full for all costs of furnishing and applying the material as specified, including cleaning the existing pavement, stationing, purchase of aggregate, delivery of aggregate, all labor, equipment, and materials necessary for the placement of the asphalt rejuvenating emulsion, sweeping of any loose material after construction and other requirements as specified. Traffic control for maintaining traffic for constructing asphalt rejuvenating emulsion, removal and repair of test cores shall be considered incidental to the work unless specified elsewhere in the plans or proposal.

Payment for removal of untreated and treated cores shall be paid for as each at the unit price bid for Test Core Removal.

Payment for laboratory analysis of untreated and/or treated test cores shall be paid for as each at the unit price bid for Test Core Laboratory Analysis.

Basis of Payment:

Payment will be made under:

Asphalt Rejuvenating Emulsion	Per Square Yard
Test Core Removal	Each
Test Core Laboratory Analysis- Viscosity	Each

H. Ashpalt Rejuvenation including Titanium Dioxide- TiO2 Enhanced Asphalt Rejuvenating Agent

The work specified in this section shall consist of furnishing all labor, material, and equipment

necessary to perform all operations for the application of a penetrating polymerized asphalt rejuvenating agent to asphaltic concrete surface courses. The asphalt binder rejuvenation shall be affected through the petroleum Maltene Replacement Technology method. In addition, and with the same penetrating carrier liquid, apply photocatalytic-grade Titanium Dioxide (TiO2) to create a pollution reducing pavement surface. The rejuvenation of surface courses shall be by spray application of a polymerized maltene based cationic rejuvenating agent composed of petroleum oils and resins emulsified with water and containing photocatalytic titanium dioxide in a minimum parts per million at a minimum depth as hereafter specified.

All work shall be in accordance with the specifications, the applicable drawings, and subject to the contractual terms and conditions.

Materials and Performance: TiO2 Enhanced Asphalt Rejuvenating Agent

The TiO2 Enhanced Asphalt Rejuvenating Agent shall be an emulsion composed of a petroleum resin oil base uniformly emulsified with water. Each bidder must submit a bid with a certified statement from the TiO2 enhanced asphalt rejuvenating agent manufacturer showing that the asphalt rejuvenating emulsion conforms to the required physical and chemical requirements:

Table 1 Test of Emulsion and on Residue

	Test Methods		Requirements	
	ASTM	AASHTO	Min	Max
Tests on Emulsion				
Viscosity @ 25○C, SFS	D-244	T-59	15	40
Residue, %W1	D-244(Mod.)	T-59(Mod)	60	65
Miscibility Test2	D-244(Mod.)	T-59(Mod)	No Coagulation	
Sieve Test, %W3	D-244(Mod.)	T-59(Mod)		0.1
Particle Charge Test	D-244	T-59	Positive	
Percent Light Transmittance4				30
Flash Point, COC, ○C	D-92	T-48	196	
Viscosity @ 60○C, cSt	D-445	-	100	200
Asphaltenes, %w	D-2006-70	-		1.00
Maltene Dist. Ratio5	D-2006-70	-	0.3	0.6
PC/S Ratio5	D-2006-70	-	0.5	
Saturated Hydrocarbons, S5	D-2006-70	-	21	28

1 ASTM D-244 Modified Evaporation Test for percent of residue is made by heating 50-gram sample to 149°C (300°F) until foaming ceases, then cool immediately and calculate results. 2 Test procedure identical with ASTM D-244-60 except that .02 Normal Calcium Chloride solution shall be used in place of distilled water.

3 Test procedure identical with ASTM D-244 except that distilled water shall be used in place of two percent sodium oleate solution.

4 Procedure for Determining Percent Light Transmittance on Asphalt Rejuvenating Agent:
Scope: This procedure covers the determination of percent light transmittance
of the asphalt rejuvenating agent.

b. Apparatus:

1. Container may be glass, plastic or metal having a capacity of 6,000 ml.

2. Graduated cylinder, 1,000 ml, or greater
3. Light transmittance measuring apparatus, such as Bausch and Lomb or Lumberton spectrophotometer
4. Graduated pipette having 1 ml capacity to 0.01 ml accuracy
5. Suction bulb for use with pipette
6. Test tubes compatible with spectrophotometer, 3/4" X 6, Bausch and Lomb, Catalog No. 33-17-81, (B&L)

c. Calibration of spectrophotometer:

1. Calibrate spectrophotometer as follows:
   a. Set wavelength at 580 mu,
   b. Allow spectrophotometer to warm-up thirty minutes,
   c. Zero percent light transmittance (%LT) scale,
   d. Rinse test tube three times with tap water and fill to top of circle marking on B&L test tube or approximately 2/3 full,
   e. Place tube in spectrophotometer and set %LT scale at 100, and,
   f. Repeat steps (c) (e) two times or until no further adjustments necessary.

d. Procedure:

1. Shake, stir or otherwise thoroughly mix emulsion to be tested. Place sample of emulsion in beaker and allow to stand one minute.
2. Place 2,000 ml tap water in container.
3. Suck 1.00 ml emulsion into pipette using suction bulb. Wipe off outside of pipette.
4. Using suction bulb, blow emulsion into container.
5. Rinse pipette by sucking in diluted emulsion solution and blowing out.
6. Clean pipette with soap or solvent and water. Rinse with acetone.
7. Stir diluted emulsion thoroughly.
8. Rinse out tube to be used with the diluted emulsion three times and fill to top of circle.
9. Calibrate spectrophotometer.
10. Place diluted emulsion sample tube in spectrophotometer, cover and read %LT to nearest tenth.
11. Repeat steps 9 and 10 until three identical consecutive readings are achieved.
12. The elapsed time between addition of emulsion to dilution of water and final %LT reading should not exceed 5 minutes.

5 Chemical Composition by ASTM Method D-2006-70 -- (Free) Maltene Distribution Ratio (MDR) can be defined as:

$$\frac{PC + A1}{S + A2}$$

Where:

PC = Polar Compounds A1 = First Acidaffins
A2 = Second Acidaffins S = Saturated Hydrocarbons

Maltene Replacement ("Rejuvenation") Test

The TiO2 Enhanced Asphalt Rejuvenating Agent shall have the capability to penetrate the asphalt pavement surface and shall be absorbed and incorporated into the asphalt binder. Verification that said incorporation of the TiO2 Enhanced Asphalt Rejuvenating Agent into the asphalt binder has been effected shall be by the petroleum maltene fraction replacement method and analysis of the chemical properties of said asphalt binder therein i.e., viscosity shall be reduced by said method.

For pavements receiving the first or original application of TiO2 Enhanced Asphalt Rejuvenating Agent, the viscosity shall be reduced by a minimum of thirty (30%) percent as determined by the dynamic shear rheometer (DSR) method for asphalt testing in accord with AASHTO T315-05. For treatments of pavements after an initial treatment with a petroleum maltene asphalt rejuvenator, the viscosity shall be reduced by petroleum maltene replacement method a minimum of twenty percent (20%) in accord with same. This analysis shall apply to extracted asphalt binder, taken from cores extracted fifteen to thirty days following application, in the upper 3/8" of pavement. In addition, the treated areas shall be sealed in-depth to the intrusion of air and water.
The TiO2 Enhanced Asphalt Rejuvenating Agent shall have a record of at least two years of satisfactory service as a TiO2 enhanced petroleum maltene based emulsion asphalt rejuvenating agent and in-depth sealer. Satisfactory service shall be based on the capability of the material to decrease the viscosity of the asphalt binder by the petroleum maltene replacement method and provide an in-depth seal.

The bidder must submit with his bid the manufacturer's certification that the material proposed for use is following the specification requirements. The bidder must submit with his bid previous use documentation and test data conclusively demonstrating that; the TiO2 Enhanced Asphalt Rejuvenating Agent has been used successfully for a period of two years by government agencies such as state, county and municipal governments or "SCMs", etc.; and that the enhanced rejuvenating agent has been proven to perform, as heretofore required, through field testing by government agencies as to the required change in asphalt binder viscosity. Testing data shall be submitted indicating such product performance on a sufficient number of projects to ensure product consistency. In addition, field testing data shall be submitted to indicate said product performance over a testing period of two years to ensure reasonable life expectancy.

The Engineer will require that untreated and treated core samples, a minimum of four inches (4") in diameter, be removed by the Contractor at locations indicated by the Engineer. The treated core sample shall be taken in the same lane in close proximity to each untreated sample. A minimum of one untreated and treated core sample shall be taken for each pavement group or one per 50,000 square yards of treated pavement in each pavement group.

Photocatalytic Properties Testing

TiO2 Penetration Test:
The TiO2 Enhanced Asphalt Rejuvenating Agent shall have a non-destructive analytical procedure applied to determine the percent of Titanium Dioxide nanoparticles present in each two-millimeter (2mm) layer of the field core sample

matrix for a minimum depth of six millimeters (6mm) from the top of the treated sample core. The method of measurement shall be by fluorescent X-ray emitted from the surface when excited by a principal X-ray source that is exceptional for the given element. A hand-held XRF analyzer may be accepted for this testing.

The minimum required concentration of Titanium Dioxide nanoparticles per each two-millimeter (2mm) section up to the minimum depth (6mm) shall be 2000 parts per million.

NO2 Reduction Effectiveness:
The TiO2 Enhanced Asphalt Rejuvenating Agent shall be verified for the effectiveness of the air pollution remediation of the Titanium Dioxide nano-particle portion of by laboratory analysis of core samples extracted from the treated pavement as directed and required by the Engineer. The cores shall be a minimum of four inches (4”) in diameter and in pairs at each location directed by the Engineer. The cores shall be tested by an accredited laboratory or university with the equipment and capability to perform the following test procedures.

NO2 Reduction Test:
A photo reactor test chamber shall be employed that allow for the evaluation of the efficient photocatalytic reduction of introduced NOx gas of a known and controlled concentration within the chambers volume. The chamber light source shall be a UV lamp having a wavelength of 375 nanometers. The interior chamber environment shall be at 77ºF with a constant humidity of 55% ±5%. The test total duration shall be five hours. The analysis test system shall be based on a Japanese Industrial Standard (JIS) TR Z0018 “Photocatalytic Materials-Air purification test procedure”. NO removal efficiency shall be measured using a Model 42i Chemiluminescence NO-NO2-NOx Analyzer (Thermo Fisher Scientific Inc.).

The minimum NO reduction following the heretofore outlined test procedure evaluating field core samples shall average 25% for all cores tested.

Equipment
Distributor: The distributor for spreading the emulsion shall be self-propelled and shall have pneumatic tires. The distributor shall be designed and equipped to distribute the asphalt rejuvenating agent uniformly on variable widths of surface at readily determined and controlled rates from 0.04 to 0.10 gallons per square yard of surface, and with an allowable variation from any specified rate not to exceed 5% of the specified rate.

Distributor equipment shall include full circulation spray bars, pump tachometer, volume measuring device and a hand hose attachment suitable for application of the emulsion manually to cover areas inaccessible to the distributor. The distributor shall be equipped to circulate and agitate the emulsion within the tank.

The rate of application shall be controlled by an onboard computer control system designed to uniformly and consistently control the selected application rate in gallons per square yard regardless of the forward speed of the distributor truck.

A check of distributor equipment as well as application rate accuracy and uniformity of distribution shall be made when directed by the Engineer.

Aggregate Cover Truck:
The truck used for cover aggregate application shall be equipped with a spreader that allows the aggregate to be uniformly distributed onto the pavement. The spreader shall be able to apply 1/2 pound to 3 pounds of cover aggregate per square yard in a single pass. The spreader shall be adjustable so as not to broadcast cover aggregate onto driveways or to lawns.

The cover aggregate to be used shall be free flowing, without any leaves, dirt, stones, etc. Any wet aggregate shall be rejected from the job site.

Any equipment that is not maintained in full working order, or is proven inadequate to obtain the results prescribed, shall be repaired or replaced at the direction of the Engineer.

Calibration:
Distributor- prior to construction, calibrate the distributor in accordance with ASTM D2995-99 in the presence of the Engineer. The distributor shall be moving forward at the proper application speed at the time the spray bar is opened. If at any time a nozzle becomes clogged or not spraying a proper pattern, the operation shall be immediately halted until repairs are made.

Aggregate Spreader- prior to construction, calibrate the spreader in accordance with ASTM D5624-02, in the presence of the Engineer. The allowable deviation in the amount of manufactured cover aggregate on each of the rubber mats shall not exceed plus or minus 1 pound per square yard in the transverse direction, or plus or minus 1 pound per square yard in the longitudinal direction, from the design application rate.

Construction:

Layout:
The Contractor will be responsible for the lay out of the roadway and project planning and sequencing to meet traffic control requirements prior to paving.

Weather and Seasonal limitations:
The TiO2 Enhanced Asphalt Rejuvenating Agent shall not be applied to a wet surface or when rain is occurring, or the threat of rain is present immediately before placement. The surface treatment shall not be applied when the temperature is less than 40° in the shade. When applying emulsions, the temperature of the surface shall be a minimum of 45°F, and no more than 150°F.

If unexpected rain occurs prior to material penetration and sanding, the agent shall be reapplied at no cost to the agency. Further, the contractor’s traffic control and project monitoring shall continue until the application has penetrated, area has been sanded and the resultant surface is not slippery or dangerous to vehicular travel.

Preparation of Surface:
The contractor will be responsible for blowing or sweeping the road immediately ahead of the application operation to make sure the road is free of standing water, dirt, loose aggregate and other debris. The surface shall be clean and dry prior to the application.

Application of TiO2 Enhanced Asphalt Rejuvenating Agent:
The TiO2 Enhanced Asphalt Rejuvenating Agent shall be applied by a distributor truck at the temperature recommended by the manufacturer and at the pressure required for the proper distribution. The emulsion shall be so applied that uniform distribution is obtained at all points of the areas to be treated. Distribution shall be commenced with a running start to ensure full rate of spread over the entire area to be treated. Areas inadvertently missed shall receive additional treatment as may be required by hand sprayer application.

Material Placement of TiO2 Enhanced Asphalt Rejuvenating Agent:
Application of TiO2 Enhanced Asphalt Rejuvenating Agent shall be on one-half width of the pavement at a time. When the second half of the surface is treated, the distributor nozzle nearest the center of the road shall overlap the previous application by at least one-half the width of the nozzle spray. In any event the centerline construction joint of the pavement shall be treated in both application passes of the distributor truck.

Before spreading, the TiO2 Enhanced Asphalt Rejuvenating Agent shall be blended with water at the rate of two parts rejuvenating agent to one-part water, by volume or as specified by the manufacturer. The combined mixture of asphalt rejuvenating agent and water shall be spread at the rate of 0.04 to 0.10 gallons per square yard, or as approved by the Engineer following field testing.

Where more than one application is to be made, succeeding applications shall be made as soon as penetration of the preceding application has been completed and the Engineer grants approval for additional applications. Grades or super elevations of surfaces that may cause excessive runoff, in the opinion of the Engineer, shall have the required amounts applied in two or more applications as directed. After the street has been treated, the area within one foot of the curb line on both sides of the road, when directed shall receive an additional uniformly applied treatment of the TiO2 Enhanced Asphalt Rejuvenating Agent emulsion as directed by the engineer.

The Contractor shall furnish a quality inspection report showing the source, manufacturer, and the date shipped, for each load of TiO2 Enhanced Asphalt Rejuvenating Agent. When directed by the Engineer, the Contractor shall take representative samples of material for testing.

Test Strip for Application Rate:
Prior to start of the project, the contractor shall perform test strip applications as directed by the engineer. Test strips shall be performed for each pavement group of similar age and type within the project area.

The test strips shall be applied at a minimum width of 6 feet and for a length of 50 feet. A total of three test strips shall be applied at application rates of 0.04, 0.08 and 0.10 gallons per square yard, respectively. The time, in minutes, for essentially complete absorption of the asphalt rejuvenating emulsion shall be recorded for each test strip. The optimal rate to be used in a given area shall be that rate essentially absorbed within 20 minutes.

In the event that all three of the standard test rates are absorbed completely within the 20-minute timeframe, then the Contractor and the Engineer shall agree on a fourth test strip application rate.

Upon completion of the test strips for each pavement group, the Engineer will determine the final application rate to be applied to each pavement group.

Aggregate Application:
After the TiO2 Enhanced Asphalt Rejuvenating Agent emulsion has penetrated, and when recommended by the Contractor and approved by the Engineer, a coating of dry aggregate shall be applied to the surface in sufficient amount to protect the traveling public as required.

All aggregate used during the treatment must be removed no later than 24 hours after treatment of a roadway. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned of any material to the satisfaction of the Engineer. Street sweeping will be included in the price bid per square yard for asphalt rejuvenating emulsion.

If, after the aggregate is swept and in the opinion of the Engineer a hazardous condition exists on the roadway, the contractor must apply additional aggregate and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of materials.

Handling of TiO2 Enhanced Asphalt Rejuvenating Agent:
Contents in tank cars or storage tanks shall be circulated at least 45 minutes before withdrawing any material for application. When loading the distributor, the TiO2 Enhanced Asphalt Rejuvenating Agent concentrate shall be loaded first and then the required amount of water shall be added. The water shall be added into the distributor with enough force to cause agitation and thorough mixing of the two materials. To prevent foaming, the discharge end of the water hose or pipe shall be kept below the surface of the material in the distributor that shall be used as a spreader. The distributor truck will be cleaned of all of its asphalt materials and washed out to the extent that no discoloration of the emulsion may be perceptible. Cleanliness of the spreading equipment shall be subject to the approval and satisfaction of the Engineer.

Street Sweeping:
The Contractor shall be responsible for sweeping and cleaning of the streets after treatment. All aggregate used during the treatment must be removed no later than 48 hours after treatment of the street. This shall be accomplished by a combination of hand and mechanical sweeping. All turnouts, cul-de-sacs, etc. must be cleaned

of any material to the satisfaction of the Engineer.

If, after aggregate is swept and in the opinion of the Engineer a hazardous condition exists on the roadway, the contractor must apply additional aggregate and sweep same no later than 24 hours following reapplication. No additional compensation will be allowed for reapplication and removal of aggregate.

Resident Notification:
The contractor shall distribute by hand, a typed notice to all residences and businesses on the street to be treated two weeks before and 24 hours before treatment. The notice will be delivered no more than 24 hours prior to the treatment of the road. The notice will have a local phone number that residents may call to ask questions. The notice shall be of the door hanger type, which secures to the door handle of each dwelling. Unsecured notices will not be allowed. The contractor shall also place the notice on the windshield of any parked cars on the street. Hand distribution of this notice will be considered incidental to the contract.

Traffic Control:
The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on fresh TiO2 Enhanced Asphalt Rejuvenating Agent until penetration, in the opinion of the Engineer, has become complete and the area is suitable for traffic. The Contractor shall submit an MOT plan indicating all facets of traffic control for the project area. The MOT plan must be accepted in writing by the Engineer prior to commencing any work. All traffic control shall be in accordance with the DOT Roadway Design Standards, most current edition and TP-102. MOT and associated devices shall be checked daily and periodically throughout the project for compliance, and where adjustments or corrections are needed, prompt revisions shall be made. Traffic control is incidental to the contract work

Method of Measurement:
If a pay item is listed on the unit price proposal for work required in this Technical Provision, the quantity to be paid shall be as specified in the unit price proposal, including all items of work described herein. Any item necessary for The TiO2 Enhanced Asphalt Rejuvenating Agent emulsion shall be paid at the Contract unit price proposal prices for the actual square yards of pavement treated as field measured. Said payment is compensation in full for all costs of mobilizing, furnishing and applying the material as specified, including cleaning the existing pavement, purchase of aggregate, delivery of aggregate, all labor, equipment, and materials necessary for the placement of the TiO2 Enhanced Asphalt Rejuvenating Agent emulsion, sweeping of any loose material after construction and other requirements as specified. Traffic control for maintaining traffic for constructing TiO2 Enhanced Asphalt Rejuvenating Agent emulsion shall be considered incidental.

Payment for removal of untreated and treated cores shall be paid for as each at the unit price proposal for Test Core Removal.

Basis of Payment:

Pay Item	Pay Unit
TiO2 Enhanced Asphalt Rejuvenating Agent	Per Square Yard
Field Core Removal	Each
Field Core Laboratory Analysis - Viscosity	Each
Field Core Laboratory Analysis -Titanium Dioxide Penetration	Each
Field Core Laboratory Analysis - Titanium Dioxide NO2 Reduction	Each
Field Core Laboratory Analysis - Titanium Dioxide Solar Reflectance Index (SRI)	Each

I. CRACK SEALING

Description: The work covered by these specifications consists of furnishing all labor, equipment, and materials necessary to perform all operations connected with the cleaning and sealing of construction and random cracks.

Material: Utilize Rubberized Joint Sealing Material meeting the requirements of Modified AASHTO M 173. Utilize Asphalt Rubber Sealing Compound meeting the requirements of ASTM D 5078.

Equipment:

Kettle: The kettle shall be an oil-jacketed double wall kettle equipped with agitator and 2 inch hot asphalt pump. Provide separate thermometers for oil bath and melting chamber. Provide a pump for circulating the transfer oil bath. Do not allow the operating temperature in the kettle to exceed the melting point of the sealing material.

Compressor: Utilize an air compressor capable of maintaining a minimum of 100 PSI at 150 CFM, measured at the source and equipped with traps that shall maintain the compressed air free of oil and water.

Extruder: Provide an extruder capable of providing variable width overband from 2 to 4 inches.

Construction: No crack sealing material shall be applied in wet cracks or when ambient temperature is below 25C F, unless a heat lance is utilized to adequately dry the crack.

All cracks shall be cleaned of loose dirt and debris with a compressor. Any

vegetation shall be removed prior to sealing utilizing a motorized wire brush.

Fill joints and cracks in such a manner to provide a 2” band centered over the joint. The thickness of the material shall not exceed 1/8” to 1/16”. Material shall be leveled by means of a squeegee or a dish mounted on the delivery wand.

When traffic requires immediate use of the roadway, a boiler slag aggregate shall be broadcast over cracks to prevent sealer pickup.

All workmanship shall be of the highest quality, and excess spilled sealer shall be removed from the pavement surface by approved methods and discarded. Any workmanship determined to be below standards of the particular craft involved will not be accepted, and will be corrected and /or replaced as required by the County.

Traffic Control: The Contractor shall furnish all necessary traffic control, barricades, signs and flagmen, to ensure the safety of the traveling public and to all working personnel. Traffic shall not travel on freshly reclaimed base until all operations have been completed and the sealer has dried such that tire pickup will not occur. The Contractor shall submit an MOT plan indicating all facets of traffic control for the project area. The MOT plan shall be approved in writing by the County prior to commencing any work. All traffic control shall be in accordance with the FDOT Roadway Design Standards, latest edition. MOT and associated devices shall be checked daily and periodically throughout the project for compliance; and where adjustments or corrections are needed, prompt revisions shall be made.

Method of Measurement: If a pay item is listed on the unit price proposal for work required in this Technical Provision, the quantity to be paid shall be per gallon or as specified in the unit price proposal including all items of work described herein. Any item necessary for Crack Sealing and not specifically listed in another item in the unit price proposal, shall be included in this item.

Basis of Payment: The quantities to be paid for under this Technical Provision shall be included in the per gallon unit price for Crack Sealing. The Unit price includes all items listed in the contract, including all General Conditions, Special Conditions and Technical Provisions pertaining to Crack Sealing and all items of work described herein. No additional payment shall be provided for any item necessary for the completion of this contract as detailed in the specifications.

J. TRAFFIC LOOP REPLACEMENT

This work shall require the Contractor to provide for the installation, testing and acceptance of Inductive Loop Detectors and shall meet the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, Section 660.

K. SODDING

This work shall require the Contractor to provide for the installation and acceptance of sod along the shoulder of the road. The sod shall meet the Florida Department

of Transportation Standard Specifications for Road and Bridge Construction, Section 981. The sod type (e.g., Argentine Bahia) shall be similar to existing sod in the area or at the direction of the County.

L. VARIABLE MESSAGE BOARDS

This work shall require the Contractor to provide a Variable Message Board(s) (VMB(s)) in accordance with FDOT Standard Specifications for Road and Bridge Construction. The locations and dates of the VMB(s) shall be agreed upon prior to the start of construction.

M. STRIPING/PAVEMENT MARKINGS

Scope: This work shall include, but is not limited to materials, labor, equipment, traffic control, placement of signs and any construction and application procedures required for the placement of striping/pavement markings. This work includes temporary and permanent reflective paint, thermoplastic, reflective pavement markings, removal of existing pavement markings through hydroblasting or grinding, and miscellaneous related activities. Contractor shall complete temporary paint striping application immediately after paving completion.

Reference and Material Standards: All work and material shall conform to Section 706, 710, and 711 of the FDOT Standard Specifications for Road and Bridge Construction, latest edition. Coordination for the striping with the pavement maintenance shall be the responsibility of the Contractor.

Daily Work Schedule: Shall follow the special provisions of the EJCDC unless directed otherwise by Sumter County staff.

Safety: Work shall be completed in accordance with all local, state and federal safety requirements and regulations. Contractor shall take the necessary steps to provide protection against injury to all personnel (County and Contractor) for the duration of the work.

Maintenance of Traffic: The Contractor shall provide Maintenance of Traffic in accordance with FDOT Maintenance of Traffic Standards.

Supervision: Contractor shall have competent supervisory personnel on site at all times that work is in progress and shall be responsible for ensuring the quality and completeness of the work and safety of all personnel.

Inspection/Quality Assurance: All work will be subject to in-process and final inspection by an authorized County representative. Full compliance with job specifications will be verified. All testing shall be in accordance with *Florida Department of Transportation Standard Specifications for Road and Bridge Construction*, latest edition, unless stated otherwise in the EJCDC special provisions.

Schedule: The work performance schedule shall be established on a task order by task order basis and each task order shall be approved by all parties.

Debris/Housekeeping: The contractor shall make a substantial effort to keep the job-site clean while work is in progress and shall have all debris cleaned up at the end of each work-day. Contractor shall remove all work related debris, equipment and surplus materials from the premises at the completion of work. All construction debris shall be disposed of at an appropriate solid waste receiving facility.

Close-out Documentation: Upon each task order completion and as a condition of final acceptance, an authorized County representative and the contractor shall inspect and approve the quality and completeness of the work performed. All workmanship and materials used in the performance of each task order shall be warranted for a period of one year from the date of acceptance by the authorized County representative or in accordance with special provisions of the EJCDC (whichever is more stringent). The Contractor shall submit all retroreflectivity requirements in accordance with *Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.*

N. Mobilization

Project Staging Areas: Upon being assigned a project, the Contractor shall identify potential staging areas. County ROW if approved, or properties that allow staging. Should the Contractor identify a private property as a staging area, they should provide the County with written documentation evidencing the property owner's permission to use said property as a staging area, and any required conditions for said usage. Upon completion, the staging areas should be returned to their original condition unless specifically instructed by the County or private owner to do otherwise.

O. Maintainance of Traffic

The terms Traffic Control Plan (TCP) and Maintenance of Traffic Plan (MOT Plan) are intended to be synonymous. The term Maintenance of Traffic (MOT) is the function presented in the TCP.

The Contractor shall provide, install and maintain traffic devices for any assigned work according to the FDOT Design Standards Index 600 series, latest edition, and applicable laws and ordinances. The traffic control shall provide a safe work zone and safe flow of traffic in and through the project site.

When needed, temporary striping will be considered as part of Maintenance of Traffic.

Depending on the project complexity, the County may require the Contractor submit an MOT plan showing all phases of construction in advance for approval.

The Contractor shall have a designated Worksite Traffic Supervisor who shall be adequately certified per FDOT requirements, and responsible for initiating, installing and maintaining all temporary traffic control devices. When needed, the Contractor shall provide dedicated flaggers, adequately certified per FDOT requirements. The

Contractor shall provide Inspection with the name and contact information of the Worksite Traffic Supervisor prior to beginning any project, and should be able to provide evidence of the MOT personnel certification upon request.

If the construction method being employed requires a lane closure longer than a day, it shall not be considered as a moving operation and the Contractor should submit a Lane Closure Request to the County for approval.

If the construction method being employed requires a road closure, the Contractor should submit Road Closure Request at least ten (10) working days prior to the anticipated start date of the closure. Both the Lane Closure and Road Closure Fillable Forms can be found on the County's website or provided by the Project Manager upon request.

INCIDENTIAL SERVICES

MANHOLE RING AND COVER AND VALVE BOX TOP AND LID ADJUSTMENTS

This work shall require the Contractor to be responsible for all necessary adjustments to manhole rings and covers and water valve box tops and lids as needed to accommodate the transition of new roadway surface areas resulting from this construction.

EROSION AND SEDIMENTATION CONTROL

The Contractor shall furnish and maintain all necessary erosion and sedimentation control measures as per FDEP Rule 62-621.300 F.A.C. and as directed by the County.Silt Fence will be compensated and not considered incidental to any work, see unit price proposal sheet.

RAILROAD CROSSINGS

This work shall require the Contractor to be responsible for notifying the applicable Railway in advance of any work to be conducted adjacent to any railroad crossings and coordinating all efforts as needed with railway personnel.

DRIVEWAY SAW CUT AND REMOVAL

The Contractor shall sawcut and remove any concrete or asphalt driveways as required for road construction or road widening. The concrete, asphalt, and any other material associated with the work shall be disposed of in a legal manner.

ASPHALT MILLINGS AND PROFILE MILLINGS

The Contractor shall dispose of asphalt and profile millings in a legal manner at a location determined by the Contractor. However, the Contractor shall haul the first 25 truckloads of asphalt millings per calendar year to the Sumter County milling stockpile at 319 E. Anderson Avenue, Bushnell, Fl 33513, or other County locations as deemed appropriate by the County Representative. The contractor shall provide cubic yard unit pricing (including delivery within Sumter County) for additional asphalt millings requested by the County beyond 25 truckloads per year (see unit price proposal). Compensation for hauling to and from the site for the first 25 loads will be provided poer the unit price proposal

SCHEDULE

PRE-CONSTRUCTION MEETING

The Contractor and County shall hold a pre-construction meeting at County offices or on-site once a task order has been fully executed. The County may elect to hold a pre-construction meeting that includes multiple task orders.

CONSTRUCTION SCHEDULE

The schedule for completion shall be designated on a project-by-project basis and shall not exceed the number of days allowed without prior written consent of the Sumter County Project Manager or an authorized County representative.

DAILY WORK SCHEDULE

All work shall be coordinated with the Sumter County Project Manager or an authorized County representative. The Contractor shall notify the County at least 48 hours prior to performing any work. If any work commences prior to the required notification, the work will be stopped until such time that the Contractor is given an authorization to proceed by an appropriate County representative. All work shall be performed according to the special provisions of the EJCDC, unless directed otherwise by a County representative.

SAFETY & INSPECTION

SAFETY STANDARDS

The Contractor shall comply with all safety standards and regulations as required by the Sumter County Land Development Code, Florida Department of Transportation (FDOT), OSHA and any other Local, State or Federal Agency . The Contractor shall submit a safety plan to owner upon request.

EMPLOYEE SAFETY

The Contractor shall take all necessary steps to provide protection against injury to County staff and contractor employees throughout the duration of the project. Work areas shall be blocked off from access by the public with the use of tape and barricades as required.

SUPERVISOR FOR EMERGENCIES

The Contractor shall have a responsible person available at or reasonably near the work site on a 24-hour basis, 7 days a week; in order that he may be contacted in emergencies and in cases where immediate action must be taken to maintain traffic or to handle any other problem that might arise. The Contractor's responsible person for supervision during emergencies shall speak and understand English. The Contractor shall submit, by certified mail, phone numbers and names of personnel designated to be contacted in cases of emergencies.

DAMAGES

Incidental damage to public and/or private property will be the responsibility of the Contractor. Any damage to items including, but not limited to inlets, manholes, junction boxes, culverts, under drains, curb and gutter, sidewalks, fencing, grassed areas, roadway shoulders, signing and guardrail will be corrected in strict conformance with applicable sections of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition. The Contractor shall also be responsible for any damages to driveways during the course of construction. The Contractor shall repair or replace, at the Contractor's sole expense, any driveway damaged at as deemed necessary by the authorized Sumter County representative.

INSPECTION/QUALITY ASSURANCE

Full compliance with project specifications will be verified and shall be subject to in-process and final inspection by an authorized County representative and all deficiencies shall be corrected to the satisfaction of the County prior to approval of final payment.

SUPERVISION/PERSONNEL

SUPERVISOR

The Contractor shall have competent supervisory personnel on site at all times that work is in progress.

WORKSITE TRAFFIC SUPERVISOR

The Contractor shall have a Worksite Traffic Supervisor who will be responsible for installing and maintaining all traffic control devices as described in FDOT Specifications Section 102. This includes keeping traffic cones and other traffic control devices upright and cleaned for high visibility. The Worksite Traffic Supervisor shall have at least one year of experience directly related to worksite traffic control in a supervisory or responsible capacity and shall be certified by International Municipal Signal Association, (IMSA), Certification Program or an equal approved by the County. Approved alternate Worksite Traffic Supervisors may be used when necessary.

The Worksite Traffic Supervisor shall be available on a 24-hour per day basis and shall review the project on a day to day basis as well as being involved in all changes to traffic control. The Worksite Traffic Supervisor shall have access to all equipment and materials needed to maintain traffic control and handle traffic related situations. The Worksite Traffic Supervisor shall ensure the safety deficiencies are corrected immediately. In no case shall minor deficiencies, which are not immediate safety hazards, remain uncorrected for more than 24 hours. The Worksite Traffic Supervisor shall be present to direct the initial setup of the traffic control plan and any changes to it. The Job Superintendent, in the event of an emergency, shall be prepared to immediately respond to repair the work zone traffic control or to provide alternate traffic arrangements. Failure to maintain a designated Worksite Traffic Supervisor or failure to comply with these provisions will result in temporary suspension of all activities

except traffic and erosion control and such other activities deemed to be necessary for project maintenance and safety.

TESTING

In general, all independent lab and field testing required, as identified in the EJCDC special provisions, for each project shall be provided by the Contractor. The Contractor shall submit the name and qualifications of the firm they will be using for testing.

DEBRIS / HOUSEKEEPING

The contractor shall make a substantial effort to keep the job site clean while work is in process and shall have all debris cleaned up at the end of each day's work. Contractor to remove all work-related debris, equipment and surplus materials from the premises at the completion of work. All construction debris shall be disposed of at an appropriate solid waste landfill facility.

PROJECT ADMINISTRATION

WORK AUTHORIZATION

Project work shall be authorized under the terms and conditions of the Agreement and will be released on a Project by Project basis. No work shall begin until the applicable Contract is fully executed by all parties and the Public Construction Bond (if required) is recorded by the Clerk of Courts office and the recorded bond is received by the Sumter County Purchasing Department.

ADDITIONAL SERVICES

The Contractor shall submit a written proposal to the authorized County representative for all additional services or change in scope to the original Task Order prior to performing proposed change. Approved proposals shall be added to the applicable Task Order by change order. Any work performed by the Contractor without written authorization in the form of a fully executed change order shall be done so at the Contractor's own risk.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

Upon completion of each Task Order the Contractor shall submit all documentation including tests, measurements, etc. and providing evidence of actual quantities utilized in the performance of the scope of work and all quantities shall be verified and approved by the authorized County representative prior to payment.

FUEL AND ASPHALT INDEX ADJUSTMENTS

Adjustments will not be allowed through this contract outside of the renewal period. Prices are fixed for all items between contract renewals.

DAILY REPORTS

The Contractor shall submit Daily Status Reports to the authorized County representative on a weekly basis or upon final completion of the Task Order for projects of 30 days or less in duration. The Report shall include incidents, names of streets/roads, quantity completed per street/road and cumulative totals reflecting actual quantities of materials used.

CLOSE-OUT DOCUMENTATION

Upon project completion and as a condition of Final Acceptance and final payment by Sumter County, the Contractor shall have supplied all documentation required during the performance of the scope of work including, photos/video, test reports (if applicable), daily status reports, and any other applicable documentation as requested by the County.

BID NOTES

Acceptance of Bid (Award):

The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and/or Requirements which shall serve as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided pursuant to this bid.

- No amount of work is guaranteed upon the execution of an Agreement/Contract.
- Rates will remain in effect throughout the duration of the Agreement/Contract period.
- In reference to vehicle travel, mileage, and staff-hours spent in travel time, all considered incidental to the work and not an extra compensable expense.
- Sumter County reserves, through amendment, the right to add or delete tasks or services associated with this Agreement/Contract.
- Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or dollar value.

Qualification of Contractors

Minimum Qualifications:

- Prime Bidder must be fully licensed to do business in the State of Florida.
- The prime or proposed sub-contractor performing the work in the following work classes are desired to be Florida Department of Transportation (FDOT) pre-qualified: (10) Flexible Paving, (15) Hot Plant-Mixed Bituminous Courses, and (28) Pavement Marking.

SUB-CONTRACTORS

- Each awarded bidder shall submit to the County a list of Subcontractors and major materials suppliers to be used at the onset of each individual task order being developed.
- Subcontractors and other persons and organizations proposed by the Bidder and accepted by the County, must be used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County.

Contract Duration & Renewal

- Reference the master agreement

Task Orders

- Sumter County staff shall be responsible for determining estimated quantities of items for each project/scope of work. Award of a task order shall be determined by the Planning and Design Division, or other Public Works Division, based upon cost comparison between vendor(s) under contract, schedule and current workload of the vendor(s), and relative capability of the vendor(s) for the individual task order.
- Task orders will be reviewed and approved/disapproved by the Sumter County BOCC. If approved, the Contractor shall be required to have an authorized representative sign all copies of the task order and send them back to the Sumter County project manager overseeing construction. The task order is not considered effective until executed by all parties and until a purchase order is provided. Once the task order is fully executed and the purchase order is provided, the Contractor shall receive a copy, which shall serve as Notice to Proceed (NTP) for the project. There may be some cases where a project requires a formal NTP after the task order is fully executed. This will be handled on a task by task basis.
- Each task order shall include all of the following information: Master Contract Name and Number, Contractor Name and Address, Task Order Number, Project Name, Scope of Work, Cost of Project, Schedule for Completion, and any and all terms and conditions associated with the project.
- Any and all changes to a project shall be authorized through a contract change order or amendment as applicable to the change being authorized.

Pricing

- The pricing under this Bid shall remain firm throughout the duration of the initial term of this agreement/contract. No pricing increases will be permitted during the initial term, or as approved by the BOCC through contract amendment.

SAMPLE AGREEMENT FOR SERVICES

THIS AGREEMENT (hereinafter referred to as "Agreement") is made and entered into this __th day of _____, 2023, by and between **Board of Sumter County Commissioners** (hereinafter referred to as "Board," or "County"), whose address is 7375 Powell Road, Wildwood, Florida 34785, and _____ (hereafter referred to as "Vendor"), whose address is _____.

RECITALS

WHEREAS, the Board has need of professional services for ITB 045-0-2023/RS; and

WHEREAS, the parties desire to enter into a written agreement outlining the duties, responsibilities and compensation of Vendor, based on the Vendor's response to ITB 045-0-2023/RS Countywide Pavement Maintenance and Rehabilitation Services.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The relationship of the Vendor to the Board will be that of a professional Vendor and the Vendor will provide the professional and technical services required under this Agreement in accordance with acceptable professional practices and ethical standards applicable to Vendor's profession, and Vendor will endeavor to provide to the Board prompt and efficient services to the best of its ability.

2. Vendor is hereby retained and employed as a Sumter County Contactor, and will work with the Board to provide services in accordance with the scope of work outlined in ITB 045-0-2023/RS.

3. The term of this Agreement shall commence on November 14, 2023 and will include 90 calendar days of lead time for material procurement and 60 calendar days from the start of construction to final completion. The Contractor may begin construction before the 90 days' procurement period is over, however, no additional compensation will be provided for delays caused by undelivered county procured materials. The 60 calendar day construction time will begin when construction begins. The Contractor shall send a formal letter to the County identifying the day construction is to begin if the entire 90 calendar day lead time is not required. The selected Contractor shall be aware that the Intersection Control Beacon Controller Assembly (pay item 670-4-1), may be received 30 days after the 90-day procurement lead time has ended. Final completion means all contract items have been completed, including but not limited to; items dependent on curing periods, testing, and inspections, unless otherwise terminated as provided in paragraph four (4) of this Agreement. The term of this Agreement does not relieve the Vendor of any future responsibility as described in paragraph six (6) of this Agreement.

4. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party at the address designated in this Agreement for receiving such

notice. If this Agreement is terminated, Vendor shall be authorized to receive payment for all work performed up to the date of termination.

1. With regard to compensation paid to Contractor, Contractor shall furnish to the Board an itemized invoice detailing all of Contractors hours, services, expenses and any other services utilized by the Board. The invoice shall be itemized pursuant to and in accordance with the Fee Schedule, attached hereto as Exhibit , and incorporated herein *in haec verba.* Contractor shall submit all invoices pursuant to the Local Government Prompt Payment Act, F.S. 218. Contractor acknowledges and agrees that the rates set forth in the Fee Schedule shall remain fixed throughout the duration of this Agreement, including both the Initial Term and any Renewal Term, and thereafter shall only be adjusted by mutual written agreement of both parties.

    a. For construction services progress payments, 5 percent (5%) of the payment will be withheld.

2. General Considerations.

    a. All reports, drawings, designs, specifications, notebooks, computations, details, and calculation documents prepared by Vendor and presented to the Board pursuant to this Agreement are and remain the property of the Board as instruments of service.
    b. All analyses, data, documents, models, modeling, reports and tests performed or utilized by Vendor shall be made available to the Board upon request and shall be considered public records.
    c. Vendor is required to: (i) keep and maintain public records required by Board; (ii) upon request from Board' s custodian of public records, provide Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a reasonable or as otherwise provided by law; (iii) ensure that public records that are exempt or, confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement and following completion of this Agreement if Vendor does not transfer the records to Board; (iv) upon completion of this Agreement, transfer, at no cost, to Board all public records in possession of Vendor or keep and maintain public records required by Board.
    d. If Vendor transfers all public records to Board upon completion of this Agreement, Vendor shall destroy any duplicate public records that are exempt or, confidential and exempt, from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of this Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Board, upon request from Board's custodian of public records, in a format that is compatible with the information technology systems of Board.
    e. Vendor shall keep all books, records, files, drawings, plans and other documentation, including all electronically stored items, which concern or relate to the services required hereunder (the "Records"), for a minimum of five (5) years from the date of expiration or termination of this Agreement, or as otherwise required by any applicable law, whichever date is later. The Board shall have the right to order, inspect, and copy all the Records as often as it deems necessary

during any such period-of-time. The right to audit, inspect, and copy Records shall include all of the records of sub-Vendors (if any).

f. Vendor shall, at all times, comply with the Florida Public Records Law, the Florida Open Meeting Law and all other applicable laws, rules and regulations of the State of Florida.

g. **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDORS' DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT** 352-689-4400, Sumter County Board of County Commissioners, 7375 Powell Road, Wildwood, Florida 34785 or via email at Records@sumtercountyfl.gov.

h. Vendor shall, at all times, carry General Liability, Automobile and Worker' s Compensation Insurance pursuant to the insurance requirements in ITB 045-0-2023/RS, naming Board as both a certificate holder and an additional insured in each such policy.

i. Upon Vendor' s written request, the Board will furnish, or cause to be furnished, such reports, studies, instruments, documents, and other information as Vendor and Board mutually deem necessary, and Vendor may rely upon same in performing the services required under this Agreement.

j. Vendor is obligated by this agreement to comply with Section 20.055(5), Florida Statutes.

k. Any entity or affiliate who has had its Certificate of Qualification suspended, revoked, denied or have further been determined by the Department to be a non-responsive contractor may not submit a bid.

3. The Vendor may be required to provide additional services to the Board on challenges, public protests, administrative hearings or similar matters. The Vendor shall be available to represent the Board, serve as an expert witness, and provide supporting documentation as necessary. Should any other professional services be called for by the Board that are not otherwise set forth in this Agreement or any of its attachments or exhibits, charges for these services shall be agreed upon in advance by the parties hereto.

4. The Contract Documents, which comprise the entire Contract between Board and Vendor and which are further incorporated herein by reference, consist of the following:

    a. ITB 045-0-2023/RS
    b. Vendor' s Bid in Response to ITB 045-0-2023/RS
    c. This Agreement
    d. Permits / Licenses
    e. All Bid Addenda Issued Prior to Opening Date
    f. All Modifications and Change Orders Issued

5. Vendor shall be solely and entirely responsible for its tortious acts and for the tortious acts of its agents, employees, or servants during the performance of this Agreement.

Vendor shall indemnify and save harmless the Board, its agents, employees and officers from and against all liabilities, claims, demands, or actions at law and equity including court costs and attorney' s fees that may hereafter at any time be made or brought by anyone for the purposes of enforcing a claim on account of any injury or damage allegedly caused or occurring to any person or property in which was caused in whole or in part by any tortious, wrongful, or intentional acts or omissions of Vendor, its agents, or employees during performance under this Agreement. The foregoing is not intended, and shall not be construed, as a waiver by Board of the benefits of Section 768.28, *Florida Statutes*.

6. Vendor is, and shall be, in the performance of all services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of Board; and no provisions of Board' s personnel policies shall apply to this Agreement. None of the benefits provided by Board to its employees including, but not limited to, worker' s compensation insurance and unemployment insurance, are available from Board to Vendor, or its employees, agents or servants. Vendor assumes responsibility for payment of all federal, state and local taxes imposed or required of Vendor including but not limited to FICA, FUTA, unemployment insurance, Social Security and income tax laws for which Vendor as employer is responsible. Vendor shall be solely responsible for any worker's compensation insurance required by law and shall provide the Board with proof of insurance upon demand. The parties agree that Board shall not: (a) pay dues, licenses or membership fees for Vendor; (b) require attendance by Vendor, except as otherwise specified herein; (c) control the method, manner or means of performing under this Agreement, except as otherwise specified herein; or (d) restrict or prevent Vendor from working for any other party.

7. **Force Majeure**. No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other party hereunder)], when and to the extent such failure or delay is caused by or results from the following force majeure events ("**Force Majeure Events**"): (a) acts of God; (b) flood, fire, earthquake or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, warlike operation, insurrection, rebellion, revolution, military or usurped power, sabotage or other civil unrest; (d) strikes, embargoes, blockades, labor stoppages, lockouts or slowdowns or other industrial disturbances or inability to obtain necessary materials or services (e) governmental delay regarding permits or approvals; (f) action by any governmental authority; (g) national or regional emergency; (h) shortage of adequate power or transportation facilities; or (j) other similar events beyond the reasonable control of the party impacted by the Force Majeure Event (the "**Impacted Party**") and provided further, however, that such performance shall be resumed and completed with due diligence and reasonable dispatch as soon as the contingency causing the delay or impossibility shall abate.

8. **Attorney's Fees; and Costs of Enforcement.** In the event suit is commenced to enforce this Agreement, costs of said suit including reasonable attorneys' fees in all proceedings, trials, investigations, appearances, appeals and in any bankruptcy proceeding or administrative proceeding shall be paid to the prevailing party by the non-prevailing party. In the event of default by either party hereto, the defaulting party shall be liable for all costs and expenses, including reasonable attorney' s fees and costs

incurred by the other party in enforcing its rights hereunder, whether litigation be instituted or not, at the trial court and appellate court level.

9. **Law of the Agreement; Jurisdiction and Venue.** The Parties agree that the laws of the State of Florida shall govern any dispute arising from or related to this Agreement. The Parties to this Agreement agree that venue and jurisdiction is mandated to lie only in the state courts located in Sumter County, Florida. Removal of this case to federal court is not permitted. Litigation in federal court is precluded by agreement of the parties hereto. If, even though precluded by agreement of the Parties hereto, litigation arising from or based upon this contract should be mandated by a court of competent jurisdiction issued pursuant to a duly noticed hearing giving Sumter County adequate time to respond and all of the benefits of due process to lie in the proper venue or jurisdiction of a federal court, that federal court shall only be in the Middle District of Florida, Ocala Division. The Parties further agree that entry into this agreement constitutes irrevocable consent that the exclusive venue for any such dispute shall lie solely in the state or county courts in and for Sumter County, Florida. The Parties expressly and irrevocably waive any right(s) to removal of any such dispute to any federal court, unless the federal court has exclusive jurisdiction; in such cases, the parties agree that the exclusive venue for any such disputes shall be the United States District Court, in and for the Middle District of Florida, Ocala Division. Process in any action or proceeding referred to in this paragraph may be served on any party anywhere in the world, such party waives any argument that said party is not subject to the jurisdiction of the state courts located in Sumter County, Florida and that the laws of the state of Florida.

10. **Entire Agreement**. This Agreement contains the entire agreement of the Parties and may not be changed except by written agreement duly executed by the Parties hereto. This Agreement supersedes any prior understandings or agreements between the Parties, and there are no representations, warranties, or oral agreements other than those expressly set forth herein.

11. **Assignment.** This Agreement shall not be assigned nor may any portion of the obligations contemplated in this Agreement be subcontracted to another party without prior written approval of County. No such approval by County of any assignment or subcontract shall be deemed in any event or in any manner to provide for the incurrence of any obligation of County. All such assignments and subcontracts shall be subject to the terms and conditions of this Agreement and to any conditions of approval that County shall deem necessary.

12. **Compliance with Licenses, Permits, and Applicable Laws**. In performing services hereunder, Vendor shall comply with all federal, state and local laws and regulations. Vendor shall be responsible for identifying and obtaining all permits necessary to complete the scope of services. Vendor shall be responsible for obtaining, at its sole cost and expense, all necessary license licenses and other governmental approvals required in order for Vendor to provide the type of services required hereunder.

13. **E-Verify**: system established by the U.S. Department of Homeland Security to determine the immigration and work-eligibility status of prospective employees.

14. The Vendor agrees to certify to the Board that Vendor is in compliance with the federal E-Verify program, including obtaining written certification from all sub-Vendors who will participate in the performance of scope of services contemplated in this Agreement. All sub-Vendor certifications must be kept on file by the Vendor and made available to the state and/or the Board upon request. The Board reserves the right to take action against any Vendor deemed to be non-compliant; potential actions may include, but are not limited to, cancellation of this Agreement and/or suspending or debarring the Vendor from performing services for the County.

15. **Conflict of Interest**. Vendor shall notify Board in writing of any commitments during the term of this Agreement which may constitute a potential or actual conflict of interest with respect to the scope of services to be performed for the Board.

16. **Corporate Status; Change of Ownership.** If Vendor is a non-governmental, corporate entity:

    a. *Corporate Status*. Vendor shall ensure that the corporate status shall continuously be in good standing and active and current with the state of its incorporation and the State of Florida and at all times throughout the Term, and any renewal or extension hereof. Failure of the Vendor to keep its corporate status active and current shall constitute a material breach under the terms of this Agreement.

    b. *Change of Ownership*. Vendor shall notify County immediately upon any change in corporate ownership or any substitution of the key professional assigned (the "Key Person") to perform under this Agreement ("Change of Ownership"). County shall have the option of cancelling this Agreement if a Change of Ownership is not suitable to it, provided however, no cancellation shall relieve the Vendor of its obligations to perform the work described herein or for liability for breach of same. A Change of Ownership means the occurrence of any one or more of the following: a sale, lease, or other disposition of 50% or more of the interest or assets of the company or corporation; a merger, reverse merger or consolidation with another entity; a transaction wherein a third-party becomes the beneficial owner having fifty (50%) percent or more interest in the corporation or company; or fifty (50%) percent or more of the total number of votes that may be cast for any act of the entity.

21. **Default.** Neither Party shall declare the other party in default of any provision of this Agreement without giving the other party at least ten (10) days advance written notice of intention to do so, during which time the other party shall have the opportunity to remedy the default. The notice shall specify the default with particularity.

22. **Dispute Resolution.** All disputes arising out of or in connection with this Agreement shall be attempted to be settled through good-faith negotiation between the Parties, followed if necessary within thirty (30) days by professionally-assisted mediation. Any mediator so designated must be acceptable to each Party. The mediation will be conducted as specified by the mediator and agreed upon by the Parties. The Parties agree to discuss their differences in good faith and to attempt, with the assistance of

the mediator, to reach an amicable resolution of the dispute. The mediation will be treated as a settlement discussion and therefore will be confidential. The mediator may not testify for either Party in any later proceeding relating to the dispute. No recording or transcript shall be made of the mediation proceedings. Each Party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the Parties. Failing resolution through negotiation or mediation, either Party may file an action in a court of competent jurisdiction or other appropriate remedy available in law or equity as defined herein below.

23. **Jointly Drafted.** The Parties agree that this Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft this Agreement, the Parties agree that this Agreement shall be construed as if the parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

24. **Parties Acknowledgement; Parties Bound**. The Parties acknowledge that they have read this Agreement, and that they understand the terms and conditions herein and that the terms have been fully and completely explained to the Parties prior to the execution thereof. Each party acknowledges that the other party has made no warranties, representations, covenants, or agreements, express or implied, except as expressly contained in this Agreement. Further, the Parties have caused this Agreement to be executed on their respective behalf by the authorized officer whose signature appears below under their respective name, to be effective as of the date first written above. This Agreement shall inure to the benefit of and be binding upon the Parties, their successors, heirs, and personal representatives.

25. **Waiver**. The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by any party.

26. **Time is of the Essence**. Time shall be of the essence of this Agreement.

27. **Survivability.** Any provision of this Agreement, which obligates any of the Parties to perform an obligation either before the commencement of the Term or after the expiration of the Term, or any renewal or extension thereof, shall be binding and enforceable notwithstanding that performance is not within the Term, and the same shall survive.

28. **Severability.** Whenever possible each provision and term of this Agreement will be interpreted in a manner to be effective and valid but if any provision or term of this Agreement is held to be prohibited or invalid, then such provision or term will be ineffective only to the extent of such prohibition or invalidity, without invalidating or affecting in any manner whatsoever the remainder of such provision or term or the remaining provisions or terms of this Agreement.

29. **Counterparts.** This Agreement may be executed in a number of identical counterparts and a facsimile or electronic/digital copy shall be treated as an original. If so executed, each of such counterparts is to be deemed an original for all purposes, and all such counterparts shall, collectively, constitute one agreement. In making proof of this

Agreement, it shall not be necessary to produce or account for more than one such counterpart.

30. **Initiation of Litigation.** The Parties hereto understand and agree that Sumter County, a political subdivision of the state of Florida, and party hereto, is a governmental entity of limited funds that is dependent upon the income derived from taxpayers. Therefore, the Vendor entering into this agreement with Sumter County agrees that it will deposit, prior to initiating litigation (by filing a complaint or other pleading with a court of competent jurisdiction as described above herein, that requires a responsive pleading or other action by Sumter County) the irrevocable, nonrefundable sum of $25,000 to the control of the Clerk of the Court in and for Sumter County, Florida or such other designated account as maybe designated by Sumter County. Said funds shall be used by Sumter County in any manner that Sumter County deems appropriate in its sole and absolute discretion.

31. **Section and Paragraph Headings.** Captions or paragraph headings herein contained are for organizational convenience only and shall not be constructed as material provisions of this agreement or to limit any provisions hereunder.

32. **Cooperation; Supplementary Actions**. All Parties agree to cooperate fully and to execute any supplementary documents, and to take any additional actions that may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement, and which are not inconsistent with its terms.

33. **Miscellaneous.** Whenever the context shall so require, all words in this Agreement of one gender shall be deemed to include the other gender.

34. **Incorporation of Recitals**. Each of the WHEREAS clauses listed above are hereby re-alleged and incorporated into this Agreement as if otherwise fully stated herein.

35. **Notice.** Whenever any notice, demand or request is required or permitted hereunder, such notice, demand or request shall be made in writing and shall be personally delivered to the individuals listed below, sent via prepaid courier or overnight courier, or deposited in the United States mail, registered or certified, return receipt requested, postage prepaid, addressed to the addresses (and individuals) set forth below. No other form of electronic communications (Facebook, Twitter, Text) will be deemed Notice.

FOR THE BOARD____ __FOR THE VENDOR_____

Name: _ Bradley S. Arnold _____ _____Name:_____

=

Address:7375 Powell Road, Wildwood, FL 34785 __ Address:_____

Title: County Administrator_____ Title:_____

Date: _____ _____ Date:_____

IN WITNESS WHEREOF, the parties have signed this agreement the day and year first above written.

ATTEST:

By: _____

SUMTER COUNTY
BOARD OF COUNTY COMMISSIONERS

_____

By: Chairman

Date Signed: _____

ATTEST:

By: _____

Vendor

_____

By: _____

Date Signed: _____

NOTICE OF AWARD

TO: _____

PROJECT DESCRIPTION: RFP# 045-0-2023/RS Countywide Pavement Maintenance and Rehabilitation Services.

In response to the Request for Qualifications dated _____ the Sumter County Board of County Commissioners (BOCC) is providing notice of acceptance of your proposal representing the base bid amount of _____and 00/100 ($0.00).

You are required by the RFQ to execute the Agreement and furnish the required certificates of insurance within fourteen (14) calendar days from the date of this Notice.

If you fail to execute the Agreement and to furnish said certificates of insurance within 14 days from the date of this Notice, the BOCC will be entitled to consider all your rights arising out of BOCC acceptance of your bid. The BOCC will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the BOCC.

Dated this _th day of ____, 2023;

Sumter County Board of County Commissioners

_____
By:

Chairman
Title

ACCEPTANCE OF NOTICE
Receipt of the above NOTICE OF AWARD is hereby acknowledged.

VENDOR

Dated this _____ day of_____, 20___;

_____
By:

NOTICE TO PROCEED

Company:_____

Date:

Project: RFP# 045-0-2023/RS Countywide Pavement Maintenance and Rehabilitation Services

You are hereby notified to commence Work in accordance with the Agreement dated _____. The Contract Time is hereby established as two hundred thirty (230) calendar days from the date of this Notice until Final Completion.

OWNER: SUMTER COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____

County Administrator

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

VENDOR:

this the _____ day

of _____, 2023.

By: _____
Authorized Representative

Title:_____

Company: _____

EXHIBIT A
Bid Form

Telephone: (352) 689-4400
Fax: (352) 689-4401

Re: **ITB 045-0-2023/RS COUNTYWIDE PAVEMENT MAINTENANCE AND REHABILITATION SERVICES**

1. Having carefully examined the ITB for the project listed above:

   And being familiar with the premises affecting the work, the undersigned proposes and hereby agrees to furnish all labor and material and to perform all work in accordance with said documents for:

   ITB 045-0-2023/RS

2. In submitting this Bid, it is understood that the right is reserved by the Board of Sumter County Commissioners to reject any, and all bids.

3. The Vendor hereby acknowledges the receipt of _____ Addenda issued during the bid period and certifies their inclusion in the bid. (Indicate “NONE” if no addendums were received).

4. All Requests for Information (RFI’s) will be sent to Jackie Valdez for response.

Date: _____ _____
Vendor
By: _____
Title: _____
Telephone: _____
Address: _____
_____

Countywide Pavement Maintenance and Rehabilitation Services
Unit Price Bid

The following unit costs shall include all material, labor, equipment, and any other additional charges required to accomplish the work of the unit cost.

Bid award will be based on the total unit pricing for each category listed in the unit price proposal. Bidders are NOT required to bid each category, but must provide pricing for ALL line items listed in those categories they are capable of producing and have prior applicable experience. Sumter County reserves the right to award a contract to one or more vendors.

CATEGORY A – MILLING PER TASK ORDER	UNIT	0 - 1,000	1,001 - 5,000	5,001 - 10,000	10,001 - 25,000	Over 25,000
1"	Sq. Yd.	$	$	$	$	$
1.5”	Sq. Yd.	$	$	$	$	$
2"	Sq. Yd.	$	$	$	$	$
2.5”	Sq. Yd.	$	$	$	$	$
3"	Sq. Yd.	$	$	$	$	$
4"	Sq. Yd.	$	$	$	$	$
5"	Sq. Yd.	$	$	$	$	$
6"	Sq. Yd.	$	$	$	$	$
Asphalt and/or profile millings deductive alternate for Contractor to deliver and transport (Beyond first 25 truck loads)	Cu. Yd.	$	$	$	$	$
	UNIT	**0 – 10 (Miles)**	**<10 – 20 (Miles)**	**<20 – 30 (Miles)**	**Over 30 (Miles)**	

First 25 Truck Loads of Millings to be delivered to County Facility	Hauling Compensation/Mile From Work Site Location to County Facility back to Work site location					
CATEGORY A SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category A)		**$**	**$**	**$**	**$**	**$**
CATEGORY A TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category A)				**$**		

CATEGORY B – STRUCTURAL OVERLAY - ASPHALT TYPES PER TASK ORDER	**UNIT**	**0-100**	**101-500**	**501– 1,000**	**1,001–5,000**	**Over 5,000**
9.5 S.P. Traffic Level C	Ton	$	$	$	$	$
12.5 S.P. Traffic Level C	Ton	$	$	$	$	$
9.5 F.C. Traffic Level C	Ton	$	$	$	$	$
12.5 F.C. Traffic Level C	Ton	$	$	$	$	$
CATEGORY B SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category B)		**$**	**$**	**$**	**$**	**$**
CATEGORY B TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category B)				**$**		
CATEGORY C - CHIP SEAL / FOG SEAL PER TASK ORDER	**UNIT**	**0 - 25,000**	**25,001 - 50,000**	**50,001 - 100,000**	**Over 100,000**	
Single Chip (Number 89 Stone)	Sq. Yd.	$	$	$	$	
Double Chip (Number 57 & 89 Stone)	Sq. Yd.	$	$	$	$	
Triple Chip Seal	Sq. Yd.	$	$	$	$	
Fog Seal	Sq. Yd.	$	$	$	$	
CATEGORY C SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category C)		**$**	**$**	**$**	**$**	
CATEGORY C TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category C)				**$**		

CATEGORY D - CAPE SEAL PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Cape Seal	Sq. Yd.	$	$	$	$	
CATEGORY D SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category D)		**$**	**$**	**$**	**$**	
CATEGORY D TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category D)				**$**		

CATEGORY E - MICRO-SURFACING PER TASK ORDER	UNIT	0 - 25,000	25,001 - 50,000	50,001 - 100,000	Over 100,000	
Double Micro	Sq. Yd.	$	$	$	$	
Single Micro	Sq. Yd.	$	$	$	$	
Rut Filling (Leveling)	Ton	$	$	$	$	
CATEGORY E SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category E)		**$**	**$**	**$**	**$**	
CATEGORY E TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category E)				**$**		
CATEGORY F – IN-PLACE RECYCLING – RECONSTRUCTION (FULL DEPTH RECLAMATION) PER TASK ORDER	**UNIT**	**0 - 25,000**	**25,001 - 50,000**	**50,001 - 100,000**	**Over 100,000**	
Pulverization	Sq. Yd.	$	$	$	$	
Cement - Cement Treated Base	Ton	$	$	$	$	
Asphaltic Cement - Foamed Asphalt Base	Gallon	$	$	$	$	
Asphaltic Emulsion - Emulsion Treated Base	Gallon	$	$	$	$	
Added Rap or Aggregates	Ton	$				
Excavation for Widening/Unsuitable Materials	Cu. Yd.	$				
General Use Optional Base Material	Cu. Yd.	$				
	UNIT	**0' – 4' (width)**	**<4' to 6' (width)**	**<6' to 10' (width)**	**<10' (width)**	
Shoulder Rework	LF	$	$	$	$	
CATEGORY F SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category F)		**$**	**$**	**$**	**$**	
CATEGORY F TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category F)				**$**		

CATEGORY G – ASPHALT REJUVENATION PER TASK ORDER	UNIT	0 - 1,000	1,001 - 5,000	5,001 - 25,000	25,001 - 50,000	Over 50,000
Rejuvenation	Sq. Yd.	$	$	$	$	$
Test Core Removal	Each	$	$	$	$	$
Test Core Laboratory Analysis-	Each	$	$	$	$	$
Rejuvenation (Including Titanium Dioxide)	Sq. Yd.	$	$	$	$	$
Field Core Removal	Each	$	$	$	$	$
Field Core Laboratory Analysis - Viscosity	Each	$	$	$	$	$
Field Core Laboratory Analysis – Titanium Dioxide Penetration	Each	$	$	$	$	$
Field Core Laboratory Analysis – Titanium Dioxide NO2 Reduction	Each	$	$	$	$	$
Field Core Laboratory Analysis – Titanium Dioxide Solar Reflectance Index (SRI)	Each	$	$	$	$	$
CATEGORY G SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category G)		**$**	**$**	**$**	**$**	**$**
CATEGORY G TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category G)				**$**		
CATEGORY H - CRACK SEALING PER TASK ORDER	**UNIT**	**0 - 500**	**500 -1,000**	**1,001 - 5,000**	**5,001 - 10,000**	**Over 10,000**
Crack Sealant	**Gallon**	$	$	$	$	$
CATEGORY H SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category H)		**$**	**$**	**$**	**$**	**$**
CATEGORY H TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category H)				**$**		

CATEGORY I - TRAFFIC LOOP REPLACEMENT	**UNIT**					
Type A (FDOT Item # 660-2-101)	Each	$				
Type B (FDOT Item # 660-2-102)	Each	$				
Type F (FDOT Item # 660-2-106)	Each	$				
Type F (FDOT Item #660-2-106 modified to 30 Ft)	Each	$				
CATEGORY I TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for Category I)		**$**				
CATEGORY J - SODDING PER TASK ORDER	**UNIT**					
Performance Turf Sod	Sq. Yd.	$				
CATEGORY J SUB-TOTAL UNIT PRICING: (Instructions: Enter Total line item unit pricing for Category J)		**$**				
CATEGORY K – VARIABLE MESSAGE BOARDS PER TASK ORDER	**UNIT**					
Variable Message Board	PER BOARD PER DAY	$				
CATEGORY K SUB-TOTAL UNIT PRICING: (Instructions: Enter Total line item unit pricing for Category K)		**$**				

CATEGORY L –PAVEMENT MARKINGS PER TASK ORDER					
Item:	**Product Type:**	**Unit:**	**Painted**	**Thermoplastic**	**Misc.**
L-1	**White – Solid**				
	4”	GM	$	$	
	6”	GM	$	$	
	8”	LF	$	$	
	12”	LF	$	$	
	18”	LF	$	$	
	24”	LF	$	$	
L-2	**White – Skip**				
	4”	GM	$	$	
	6”	GM	$	$	
L-3	**Yellow – Solid**				
	4”	GM	$	$	
	6”	GM	$	$	
	8”	LF	$	$	
	12”	LF	$	$	
	18”	LF	$	$	
L-4	**Yellow – Skip**				
	4”	GM	$	$	
	6”	GM	$	$	
L-5	**Yellow – Double**				
	4”	GM	$	$	
	6”	GM	$	$	

L-6	**Audible and Vibratory Pavement Markings**				
	Yellow – Skip 4”	GM	$	$	
	Yellow – Skip 6”	GM	$	$	
	White – Solid 4”	GM	$	$	
	White – Solid 6”	GM	$	$	
L-7	**Legends**				
	“STOP”	EA	$	$	
	“R X R” (Includes 6” white)	EA	$	$	
	“ONLY”	EA	$	$	
	“LANE”				
	“MERGE”	EA	$	$	
	“SCHOOL”	EA	$	$	
	“AHEAD”	EA	$	$	
	“ Visitor”	EA	$	$	
	“Resident”	EA	$	$	
	“Path”	EA	$	$	
L-7	**Markings**				
	TURN AND THROUGH LANE TURN ARROW	EA	$	$	
	THROUGH LANE USE ARROW	EA	$	$	
	TURN LANE USE ARROW	EA	$	$	
	BIKE OR CART	EA	$	$	
	BIKE ARROW	EA	$	$	
	YIELD TRIANGLES	EA	$	$	
L-8	**Reflective Pavement Markers**				
	Bi-Directional, Amber	EA	$	$	
	Mono-Directional Colorless	EA	$	$	

	Bi-Directional, White/Red	EA	$	$	

L-9	**Miscellaneous**				
	SINGLE POST SIGN, F&I GROUND MOUNT, UP TO 12 SF	AS			
	SINGLE POST SIGN, F&I GROUND MOUNT, 12-20 SF	AS			
	SINGLE POST SIGN, F&I GROUND MOUNT, 21-30 SF	AS			
	MAILBOX (REMOVE AND REPLACE)	EA			
	Silt Fence Type III	LF			$
	Removal of Existing Marking	SF			$
	Preform Thermoplastic 12”	LF			$
	Preform Thermoplastic 24”	LF			$
	Off Duty Law Enforcement Officer	HR			$
CATEGORY L SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category L)			**$**	**$**	**$**
CATEGORY L TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category L)				**$**	

SHADED NOT APPLICABLE

CATEGORY M – Mobilization	**UNIT**	$0.00 - $50,000	$50,001 - $100,000	$100,001 - $500,000	Over $500,000	
Work Order Total	LS	$	$	$	$	
CATEGORY M SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category M)		**$**	**$**	**$**	**$**	
CATEGORY M TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category M)				**$**		
CATEGORY N – Maintenance of Traffic	**UNIT**	0 - 7	8 - 14	15 - 21	22-31	Over 31
Standard Index 600 Series MOT TWO-LANE AND MULTILANE, WORK ON SHOULDER	Day	$	$	$	$	$
Standard Index 600 Series MOT TWO-LANE, TWO-WAY WORK WITHIN THE TRAVEL WAY	Day	$	$	$	$	$

Standard Index 600 Series MOT TWO-LANE, TWO-WAY, INTERSECTION WORK	Day	$	$	$	$	$
Standard Index 600 Series MOT Multilane Roadway, Lane Closures	Day	$	$	$	$	$
Standard Index 600 Series MOT Multilane Roadway, Intersection Work	Day	$	$	$	$	$
Standard Index 600 Series MOT Temporary Road Closure	Day	$	$	$	$	$
Standard Index 600 Series MOT Two-Way Left-Turn Lanes	Day	$	$	$	$	$
Standard Index 600 Series MOT Sidewalk Closure	Day	$	$	$	$	$
Standard Index 600 Series MOT Work Within the Roundabout	Day	$	$	$	$	$
CATEGORY N SUB-TOTAL UNIT PRICING: (Instructions: Enter Total of line item unit pricing for each column of Category N)		**$**	**$**	**$**	**$**	**$**
CATEGORY N TOTAL UNIT PRICING: (Instructions: Add together the total unit pricing of each column for Category N)				**$**		

SHADED NOT APPLICABLE

Countywide Pavement Maintenance and Rehabilitation Services
Bid Form

BID OF

_____

Full Legal Company Name

_____

Mailing Address Telephone Number Fax Number

Bidders: Having become familiar with requirements of the project, and having carefully examined the Bidding Documents and Specifications entitled Countywide Pavement Maintenance and Rehabilitation Services in Sumter County, Florida, the undersigned proposes to furnish all materials, labor and equipment, supervision and all other requirements necessary to comply with the Contract Documents to submit the following Bid summarized as follows:

The following total unit costs (from the unit price) shall include all material, labor, equipment, and any other additional charges required to accomplish the work of the unit cost for any locations within Sumter County. Partial bids will be accepted on a per category basis. Bidders are NOT required to bid each category, but must provide pricing for ALL line items listed in those categories on the unit price for which the bidder is capable of producing and have prior applicable experience.

FOR: Countywide Pavement Management and Rehabilitation Services

CATEGORY A TOTAL UNIT PRICING: $ _____
(From the unit price) Amount Written in Numerals

_____
/100 Amount Written in Words

CATEGORY B TOTAL UNIT PRICING: $ _____
(From the unit price) Amount Written in Numerals

_____
/100 Amount Written in Words

CATEGORY C TOTAL UNIT PRICING: $ _____
(From the unit price) Amount Written in Numerals

_____

/100 Amount Written in Words

CATEGORY D TOTAL UNIT PRICING: $ _____
(From the unit price) Amount Written in Numerals

_____
/100 Amount Written in Words

CATEGORY E TOTAL UNIT PRICING: $ _____
(From the unit price) Amount Written in Numerals

_____
/100 Amount Written in Words

CATEGORY F TOTAL UNIT PRICING: $ _____
(From the unit price) Amount Written in Numerals

_____
/100 Amount Written in Words

CATEGORY G TOTAL UNIT PRICING: $ _____
(From the unit price) Amount Written in Numerals

_____
/100 Amount Written in Words

CATEGORY H TOTAL UNIT PRICING: $ _____
(From the unit price) Amount Written in Numerals

_____
/100 Amount Written in Words

CATEGORY I TOTAL UNIT PRICING: $ _____
(From the unit price) Amount Written in Numerals

_____
/100
Amount Written in Words

CATEGORY J TOTAL UNIT PRICING: $ _____
(From the unit price) Amount Written in Numerals

_____
/100 Amount Written in Words

CATEGORY K TOTAL UNIT PRICING: $ _____
(From the unit price) Amount Written in Numerals

_____
/100 Amount Written in Words

CATEGORY L TOTAL UNIT PRICING: $ _____
(From the unit price) Amount Written in Numerals

_____
/100 Amount Written in Words

CATEGORY M TOTAL UNIT PRICING: $ _____
(From the unit price) Amount Written in Numerals

_____
/100 Amount Written in Words

CATEGORY N TOTAL UNIT PRICING: $ _____
(From the unit price) Amount Written in Numerals

_____
/100 Amount Written in Words

Each Bidder shall print legibly, in blue or black ink, the amount written in numerals and the amount written in words for the items shown above. In the event an amount submitted is not legible, the County reserves the right to consider it a "No Bid", and deem the Bidder nonresponsive to the requirements of the Bid.

All Unit Prices shall be established at the beginning of the contract and may be adjusted (+ or -) annually upon approval of both the Contractor and County and only at the beginning of each renewal period.

Any approved annual rate adjustments shall take effect with the first task order issued after the

renewal period. Additional Unit Price items not included on the official bid form will be submitted to the County's authorized representative for prior approval and will be added to the Standard Agreement through a Contract Amendment and must be accepted by both the Contractor and the County. Price adjustments for fuel and bituminous products will not be allowed on a task order basis.

Note: The listing order of bid items reflects a construction sequence in general terms for bidding purposes only and is not a specific construction schedule.

Sumter County reserves the right to award a contract to more than one bidder.

EXHIBIT B
Drawings and Specifications

Plans and specification attachments:

- Attachment A: Standard General Conditions of the Construction Contract (prepared by EJCDC 2018)
- Attachment B: Supplemental Conditions to the General Conditions

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 07, 2025

Originating Department: Public Works

Agenda Title: RESOLUTION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE STATE OF FLORIDA EMERGENCY MANAGEMENT FOR STATEWIDE MUTUAL AID AND PROVIDING AN EFFECTIVE DATE

Approved by Town Manager: _____ **Date:** _____

Cost of Item: $0.00 **Funding Source:** _____

Account Number: _____ **Finance Signature:** _____

Advertised:

Date: _____ **Newspaper:** _____

Attachments: Resolution
Statewide Mutual Aid Agreement (2023) – State of Florida – Department of Emergency Management

Please initial one:

_____ Yes, I have notified everyone

JM Not applicable in this case

Summary Explanation/Background:

On June 6, 2018, the Town Commission entered into a Statewide Mutual Aid Agreement (SMAA) with the State of Florida's Florida Department of Emergency Management (FDEM) to assist during major or catastrophic disasters. The SMAA provides for timely reimbursement of costs, assistance with technical needs, provision of additional resources, etc.

However, the FDEM is requesting all cities and counties to enter a new, updated SMAA. The proposed SMAA, is approved, would supersede and replace all previous Agreements and the proposed agreement would ensure that the Town is eligible for mutual aid assistance through the State of Florida.

Note: Palm Beach County as well as all municipalities and most taxing districts within Palm Beach County, with emergency response capabilities, are signatories of the proposed SMAA.

The Emergency Management Act - Chapter 252, Florida Statutes - provides each local government of the State with the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted. Such agreements ensure the timely reimbursement of costs incurred by the local governments that render the assistance.

Financial Impact:
In the event of a disaster, expenses would be charged to the account established for the disaster, and reimbursement from Federal Emergency Management Agency (FEMA) would be sought if it was a declared disaster. Typically, FEMA funds 75% of eligible expenses, and the State contributes 12.5%, leaving the Town responsible for the remaining 12.5%. The Town will cover all costs if the disaster is not declared.

The proposed Agreement would be for one (1) year and would automatically renew each year unless the Town provides written notice of termination.

The proposed Mutual Aid Agreement was prepared by the State of Florida Department of Emergency Management (FDEM) and reviewed by the Public Works Director, the Assistant Town Manager/HR Director (oversees all aspects of emergency/storm events within the Town), the Finance Director, the Town Attorney and DI Recovery (DIR), the Town's emergency preparedness and response consultants.

Recommendation:
I move to adopt Resolution 22-05-25 - Statewide Mutual Aid Agreement with the State of Florida's Department of Emergency Management (FDEM).

RESOLUTION 22-05-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE STATE OF FLORIDA EMERGENCY MANAGEMENT FOR STATEWIDE MUTUAL AID AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Florida Emergency Management Act, Chapter 252 (the Act), authorizes the state and its political subdivisions and municipal corporations to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS, the Act also authorizes the Florida Division of Emergency Management to coordinate the provision of any equipment, services, or facilities owned or organized by the state or its political subdivisions and municipal corporations to use equipment, services or facilities in the affected area upon the request of the governing board of the area; and

WHEREAS, this resolution authorizes the request, provision, and receipt of

inter-jurisdictional mutual assistance pursuant to the Act, among political subdivisions and municipal corporations within Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1. The Town Commission of the Town of Lake Park, Florida, agrees to the terms and conditions contained in the agreement proposed by the Florida Division of Emergency Management, a copy of which is attached hereto, and incorporated herein by reference. Further, the Town Commission hereby authorizes and directs that the mayor and Town Clerk execute and deliver said Agreement to the Florida Division of Emergency Management, along with a certified copy of this Resolution.

Section 2. This resolution shall take effect immediately upon its execution.

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis, *Governor* **Kevin Guthrie,** *Executive Director*

STATEWIDE MUTUAL AID AGREEMENT - 2023

This Agreement is an acknowledgment of receipt by the Florida Division of Emergency Management ("the Division") and the local government ("Participating Party") signing this Agreement. Execution of this agreement replaces all previous iterations and is active until a new agreement is drafted and requested by The Division.

This Agreement is based on the existence of the following conditions:

A. The State of Florida is vulnerable to a wide range of emergencies and disasters that are likely to cause the disruption of essential services and the destruction of the infrastructure needed to deliver those services.

B. Such emergencies and disasters often exceed the emergency response and recovery capabilities of any one county or local government.

C. Such incidents may also give rise to unusual and unanticipated physical and technical needs which a local government cannot meet with existing resources, but that other local governments within the State of Florida may be able to provide.

D. The Emergency Management Act, chapter 252, *Florida Statutes*, provides each local government of the state the authority to develop and enter into mutual aid agreements within the state for reciprocal emergency aid in case of emergencies too extensive to be dealt with unassisted, and through such agreements ensure the timely reimbursement of costs incurred by the local governments which render such assistance.

E. Pursuant to chapter 252.32, *Florida Statutes*, the Division renders mutual aid among the political subdivisions of the state to carry out emergency management functions and responsibilities.

F. Pursuant to chapter 252, *Florida Statutes*, the Division has the authority to coordinate and direct emergency management assistance between local governments and concentrate available resources where needed.

Based on the existence of the foregoing conditions, the Parties agree to the following articles:

ARTICLE I: DEFINITIONS

As used in this Agreement, the following expressions shall have the following meanings:

A. The "Agreement" is this Agreement, which shall be referred to as the Statewide Mutual Aid Agreement ("SMAA").

B. The "Division" is the Florida Division of Emergency Management.

C. A "Requesting Party" to this Agreement is a Participating Party who requests assistance under this agreement.

D. An "Assisting Party" to this Agreement is a Participating Party who provides assistance to a Requesting Party under this agreement.

E. The "Period of Assistance" is the time during which an Assisting Party renders assistance to a Requesting Party under this agreement and includes the time necessary for the resources and personnel of the Assisting Party to travel to the place specified by the Requesting Party and the time necessary to return to their place of origin.

F. A "Mission" is a documented emergency response activity performed during a Period of Assistance, usually in reference to one operational function or activity.

G. A "local government" is any educational district, special district, or any entity that is a "local governmental entity" within the meaning of section 11.45(1)(g), *Florida Statutes.*

H. An "educational district" is any school district within the meaning of section 1001.30, *Florida Statutes*, and any Florida College System Institution or State University within the meaning of section 1000.21, *Florida Statutes*.

I. A "special district" is any local or regional governmental entity which is an independent special district within the meaning of section 189.012(3), *Florida Statutes*, established by local, special, or general act, or by rule, ordinance, resolution, or interlocal agreement.

J. A "tribal council" is the respective governing bodies of the Seminole Tribe of Florida and Miccosukee Tribe of Indians recognized as special improvement district by section 285.18(1), *Florida Statutes*.

K. An "interlocal agreement" is any agreement between local governments within the meaning of section 163.01(3)(a), *Florida Statutes*.

L. A "Resource Support Agreement" as used in this Agreement refers to a supplemental agreement of support between a Requesting Party and an Assisting Party.

M. "Proof of work" as used in this Agreement refers to original and authentic documentation of a single individual or group of individuals' emergency response activity at a tactical level.

N. "Proof of payment" as used in this Agreement refers to original and authentic documentation of an emergency response expenditure made by an Assisting Party.

O. A "Reimbursement Package" as used in this Agreement refers to a full account of mission response documentation supported by proof of work and proof of payment.

P. Any expressions not assigned definitions elsewhere in this Agreement shall have the definitions assigned them by the Emergency Management Act, Chapter 252, *Florida Statutes*.

ARTICLE II: APPLICABILITY OF THE AGREEMENT

Any Participating Party, including the Division, may request assistance under this Agreement for a "major disaster" or "catastrophic disaster" as defined in section 252.34, *Florida Statutes*, minor disasters, and other such emergencies as lawfully determined by a Participating Party.

ARTICLE III: INVOCATION OF THE AGREEMENT

In the event of an emergency or anticipated emergency, a Participating Party may request assistance under this Agreement from any other Participating Party or the Division if, in the judgement of the Requesting Party, its own resources are inadequate to meet the needs of the emergency or disaster.

A. Any request for assistance under this Agreement may be oral, but within five (5) calendar days must be confirmed in writing by the Requesting Party. All requests for assistance under this Agreement shall be transmitted by the Requesting Party to another Participating Party or the Division. If the Requesting Party transmits its request for Assistance directly to a Participating Party other than the Division, the Requesting Party and Assisting Party shall keep the Division advised of their activities.

B. The Division shall relay any requests for assistance under this Agreement to such other Participating Parties as it may deem appropriate and coordinate the activities of the Assisting Parties to ensure timely assistance to the Requesting Party. All such activities shall be carried out in accordance with the State's Comprehensive Emergency Management Plan.

ARTICLE IV: RESPONSIBILITIES OF REQUESTING PARTIES

To the extent practicable, all Requesting Parties shall provide the following information to their respective county emergency management agency, the Division, and the intended Assisting Party or Parties. In providing such information, Requesting Parties should utilize Section I of the

Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site[1].

A. A description of the Mission to be performed by the Assisting Party;

B. A description of the resources and capabilities needed to complete the Mission successfully;

C. The location, date, and time personnel and resources from the Assisting Party should arrive at the incident site, staging area, facility, or other location designated by the Requesting Party;

D. A description of the health, safety, and working conditions expected for deploying personnel;

E. Lodging and meal availability;

F. Any logistical requirements;

G. A description of any location or facility outside the territorial jurisdiction of the Requesting Party needed to stage incoming resources and personnel;

H. The location date, and time for personnel of the Requesting Party to meet and receive the personnel and equipment of the Assisting Party; and

I. A technical description of any communications equipment needed to ensure effective information sharing between the Requesting Party, any Assisting Parties, and all relevant responding entities.

ARTICLE V: RESPONSIBILITIES OF ASSISTING PARTIES

Each Party shall render assistance under this Agreement to any Requesting Party to the extent practicable that its personnel, equipment, resources, and capabilities can render assistance. If upon receiving a request for assistance under this Agreement a Party determines that it has the capacity to render some or all of such assistance, it shall provide the following information without delay to the Requesting Party, the Division, and the Assisting Party's County emergency management agency. In providing such information, the Assisting Party should utilize the Section II of the Resource Support Agreement (RSA) Form, available via the Division approved documents SharePoint site.

[1] FDEM approved documents such as activity logs and mutual aid forms can be found at: https://portal.floridadisaster.org/projects/FROC/FROC_Documents/Forms/AllItems.aspx?View=%7B6F3CF7BD%2DC0A4%2D4BE2%2DB809%2DC8009D7D0686%7D

A. A description of the personnel, equipment, supplies, services and capabilities it has available, together with a description of the qualifications of any skilled personnel;

B. An estimate of the time such personnel, equipment, supplies, and services will continue to be available;

C. An estimate of the time it will take to deliver such personnel, equipment, supplies, and services to the location(s) specified by the Requesting Party;

D. A technical description of any communications and telecommunications equipment available for timely communications with the Requesting Party and other Assisting Parties;

E. The names and contact information of all personnel whom the Assisting Party has designated as team leaders or supervisors; and

F. An estimated cost for the provision of assistance.

ARTICLE VI: RENDITION OF ASSISTANCE

The Requesting Party shall afford the emergency response personnel of all Assisting Parties, while operating within the jurisdictional boundaries of the Requesting Party, the same powers, duties, rights, and privileges, except that of arrest unless specifically authorized by the Requesting Party, as are afforded the equivalent emergency response personnel of the Requesting Party. Emergency response personnel of the Assisting Party will remain under the command and control of the Assisting Party, but during the Period of Assistance, the resources and responding personnel of the Assisting Party will perform response activities under the operational and tactical control of the Requesting Party.

A. Unless otherwise agreed upon between the Requesting and Assisting Party, the Requesting Party shall be responsible for providing food, water, and shelter to the personnel of the Assisting Party. For Missions performed in areas where there are insufficient resources to support responding personnel and equipment throughout the Period of Assistance, the Assisting Party shall, to the fullest extent practicable, provide their emergency response personnel with the equipment, fuel, supplies, and technical resources necessary to make them self-sufficient throughout the Period of Assistance. When requesting assistance, the Requesting Party may specify that Assisting Parties send only self-sufficient personnel and resources but must specify the length of time self-sufficiency should be maintained.

B. Unless the Requesting Party has specified the contrary, it shall, to the fullest extent practicable, coordinate all communications between its personnel and the responding personnel of the Assisting Parties, and shall determine and share the frequencies and other technical specifications of all communications equipment to be used, as appropriate, with the deployed personnel of the Assisting Parties.

C. Personnel of the Assisting Party who render assistance under this Agreement shall receive the usual wages, salaries, and other compensation as are normally afforded to personnel for emergency response activities within their home jurisdiction, and shall have all the immunities, rights, interests, and privileges applicable to their normal employment. If personnel of the Assisting Party hold local licenses or certifications limited to the jurisdiction of issue, then the Requesting Party shall recognize and honor those licenses or certifications for the duration of the Period of Assistance.

ARTICLE VII: REIMBURSEMENT

After the Period of Assistance has ended, the Assisting Party shall have 45 days to develop a full reimbursement package for services rendered and resources supplied during the Period of Assistance. All expenses claimed to the Requesting Party must have been incurred in direct response to the emergency as requested by the Requesting Party and must be supported by proof of work and proof of payment.

To guide the proper documentation and accountability of expenses, the Assisting Party should utilize the Claim Summary Form, available via the Division approved documents SharePoint site as a guide and summary of expense to collect information to then be formally submitted for review by the Requesting Party.

To receive reimbursement for assistance provided under this agreement, the Assisting Party shall provide, at a minimum, the following supporting documentation to the Requesting Party unless otherwise agreed upon between the Requesting and Assisting Parties:

A. A complete and authentic description of expenses incurred by the Assisting Party during the Period of Assistance;

B. Copy of a current and valid Internal Revenue Service W-9 Form;

C. Copies of all relevant payment and travel policies in effect during the Period of Assistance;

D. Daily personnel activity logs demonstrating emergency response activities performed for all time claimed (for FDEM reimbursement Division approved activity logs will be required for personnel activity claims);

E. Official payroll and travel reimbursement records for all claimed personnel expenses;

F. Neat and comprehensive fringe benefit calculations for each position class or category of claimed personnel;

G. Written justification for all additional expenses/purchases incurred during the Period of Assistance;

H. Proof of payment for additional/miscellaneous expenses incurred during the Period of Assistance

I. Equipment activity logs demonstrating equipment use and operation in support of emergency response activities for all time claimed (for FDEM reimbursement Division approved forms will be required for equipment activity claims);

J. Proof of reimbursement to all employees who incurred emergency response expenses with personal money;

K. Justification for equipment repair expenses; and

L. Copies of any applicable supporting agreements or contracts with justification.

If a dispute or disagreement regarding the eligibility of any expense arises, the Requesting Party, Assisting Party, or the Division may elect binding arbitration. If binding arbitration is elected, the Parties must select as an arbitrator any elected official of another Participating Party, or any other official of another Participating Party whose normal duties include emergency management, and the other Participating Party shall also select such an official as an arbitrator, and the arbitrators thus chosen shall select another such official as a third arbitrator.

The three (3) arbitrators shall convene by teleconference or videoconference within thirty (30) calendar days to consider any documents and any statements or arguments by the Division, the Requesting Party, or the Assisting Party concerning the protest, and shall render a decision in writing not later than ten (10) business days after the close of the hearing. The decision of a majority of the arbitrators shall bind the parties and shall be final.

If the Participating Parties do not elect binding arbitration, this agreement and any disputes arising thereunder shall be governed by the laws of the State of Florida and venue shall be in Leon County, Florida. Nothing in this Agreement shall be construed to create an employer-employee relationship or a partnership or joint venture between the participating parties. Furthermore, nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis, *Governor* **Kevin Guthrie,** *Executive Director*

ARTICLE VIII: COST ELIGIBLE FOR REIMBURSEMENT

The costs incurred by the Assisting Party under this Agreement shall be reimbursed as needed to make the Assisting Party whole to the fullest extent practicable.

A. Employees of the Assisting Party who render assistance under this Agreement shall be entitled to receive from the Assisting Party all their usual wages, salaries, and any and all other compensation for mobilization, hours worked, and demobilization. Such compensation shall include any and all contributions for insurance and retirement, and such employees shall continue to accumulate seniority at the usual rate. As between the employees and the Assisting Party, the employees shall have all the duties, responsibilities, immunities, rights, interests, and privileges incident to their usual employment. The Requesting Party shall reimburse the Assisting Party for these costs of employment.

B. The costs of equipment supplied by the Assisting Party shall be reimbursed at the rental rate established in FEMA' s Schedule of Equipment, or at any other rental rate agreed to by the Requesting Party. In order to be eligible for reimbursement, equipment must be in actual operation performing eligible work. The labor costs of the operator are not included in the rates and should be approved separately from equipment costs. The Assisting Party shall pay for fuels, other consumable supplies, and repairs to its equipment as needed to keep the equipment in a state of operational readiness. Rent for the equipment shall be deemed to include the cost of fuel and other consumable supplies, maintenance, service, repairs, and ordinary wear and tear. With the consent of the Assisting Party, the Requesting Party may provide fuels, consumable supplies, maintenance, and repair services for such equipment at the site. In that event, the Requesting Party may deduct the actual costs of such fuels, consumable supplies, maintenance, and services from the total costs otherwise payable to the Assisting Party. If the equipment is damaged while in use under this Agreement and the Assisting Party receives payment for such damage under any contract of insurance, the Requesting Party may deduct such payment from any item or items billed by the Assisting Party for any of the costs for such damage that may otherwise be payable.

C. The Requesting Party shall pay the total costs for the use and consumption of any and all consumable supplies delivered by the Assisting Party for the Requesting Party under this Agreement. In the case of perishable supplies, consumption shall be deemed to include normal deterioration, spoilage, and damage notwithstanding the exercise of reasonable care in its storage and use. Supplies remaining unused shall be returned to the Assisting Party in usable condition upon the close of the Period of Assistance, and the Requesting Party may deduct the cost of such returned supplies from the total costs billed by the Assisting Party for such supplies. If the Assisting Party agrees, the Requesting Party may also replace any and all used consumable supplies with like

supplies in usable condition and of like grade, quality and quantity within the time allowed for reimbursement under this Agreement.

D. The Assisting Party shall keep records to document all assistance rendered under this Agreement. Such records shall present information sufficient to meet the audit requirements specified in the regulations of FEMA and any applicable circulars issued by the State of Florida. Upon reasonable notice, the Assisting Party shall make its records available the Requesting Party for inspection or duplication between 8:00 a.m. and 5:00 p.m. on all weekdays, except for official holidays.

ARTICLE IX: INSURANCE

Each Participating Party shall determine for itself what insurance to procure, if any. With the exceptions in this Article, nothing in this Agreement shall be construed to require any Participating Party to procure insurance.

A. Each Participating Party shall procure employers' insurance meeting the requirements of the Workers' Compensation Act, as amended, affording coverage for any of its employees who may be injured while performing any activities under the authority of this Agreement, and shall be provided to each Participating Party.

B. Participating Parties may elects additional insurance affording liability coverage for any activities that may be performed under the authority of this Agreement .

C. Subject to the limits of such liability insurance as any Participating Party may elect to procure, nothing in this Agreement shall be construed to waive, in whole or in part, any immunity any Participating Party may have in any judicial or quasi-judicial proceeding.

D. Each Participating Party which renders assistance under this Agreement shall be deemed to stand in the relation of an independent contractor to all other Participating Parties and shall not be deemed to be the agent of any other Participating Party.

E. Nothing in this Agreement shall be construed to relieve any Participating Party of liability for its own conduct and that of its employees.

F. Nothing in this Agreement shall be construed to obligate any Participating Party to indemnify any other Participating Party from liability to third parties.

ARTICLE X: GENERAL REQUIREMENTS

Notwithstanding anything to the contrary elsewhere in this Agreement, all Participating Parties shall be subject to the following requirements in the performance of this Agreement:

A. All Participating Parties shall allow public access to all documents, papers, letters, or other materials subject to the requirements of the Public Records Act, as amended, and made or received by any Participating Party in conjunction with this Agreement.

B. No Participating Party may hire employees in violation of the employment restrictions in the Immigration and Nationality Act, as amended.

C. No costs reimbursed under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Legislature of the State of Florida or any of its agencies.

D. Any communication to the Division under this Agreement shall be sent via either email, the Division of Emergency Managements Enterprise System (DEMES), or mail to the Response Bureau, Florida Division of Emergency Management, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399-2100.

E. Any communication to a Participating Party shall be sent to the official or officials specified by that Participating Party. For the purpose of this section, any such communication may be sent by the U.S. Mail, e-mail, or other electronic platforms.

ARTICLE XI: EFFECTS OF AGREEMENT

Upon its execution by a Participating Party, this Agreement shall have the following effect with respect to that Participating Party:

A. The execution of this Agreement by any Participating Party which is a signatory to the Statewide Mutual Aid Agreement of 1994 shall terminate the rights, interests, duties, responsibilities, and obligations of that Participating Party under the Statewide Mutual Aid Agreement of 1994, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Statewide Mutual Aid Agreement of 1994, regardless of whether such costs are billed or unbilled.

B. The execution of this Agreement by any Participating Party which is a signatory to the Public Works Mutual Aid Agreement shall terminate the rights, interests, duties, responsibilities and obligations of that Participating Party under the Public Works Mutual Aid Agreement, but such termination shall not affect the liability of the Participating Party for the reimbursement of any costs due under the Public Works Mutual Aid Agreement,

regardless of whether such costs are billed or unbilled.

C. Upon the activation of this Agreement by the Requesting Party, this Agreement shall supersede any other existing agreement between it and any Assisting Party to the extent that the former may be inconsistent with the latter.

D. Upon its execution by any Participating Party, this Agreement will continue in effect for one (1) year from its date of execution by that Participating Party, and it shall automatically renew each year after its execution, unless within sixty (60) calendar days before the renewal date the Participating Party notifies the Division, in writing, of its intent to withdraw from the Agreement.

E. The Division shall transmit any amendment to this Agreement by sending the amendment to all Participating Parties not later than five (5) business days after its execution by the Division. Such amendment shall take effect not later than sixty (60) calendar days after the date of its execution by the Division and shall then be binding on all Participating Parties. Notwithstanding the preceding sentence, any Participating Party who objects to the amendment may withdraw from the Agreement by notifying the Division in writing of its intent to do so within that time in accordance with section F of this Article.

F. A Participating Party may rescind this Agreement at will after providing the other Participating Party a written SMAA withdrawal notice. Such notice shall be provided at least 30 days prior to the date of withdrawal. This 30-day withdrawal notice must be: written, signed by an appropriate authority, duly authorized on the official letterhead of the Participating Party, and must be sent via email, the Division of Emergency Managements Enterprise System (DEMES), or certified mail.

ARTICLE XII: INTERPRETATION AND APPLICATION OF AGREEMENT

The interpretation and application of this Agreement shall be governed by the following conditions:

A. The obligations and conditions resting upon the Participating Parties under this Agreement are not independent, but dependent.

B. Time shall be of the essence of this Agreement, and of the performance of all conditions, obligations, duties, responsibilities, and promises under it.

C. This Agreement states all the conditions, obligations, duties, responsibilities, and promises of the Participating Parties with respect to the subject of this Agreement, and there are no conditions, obligations, duties, responsibilities, or promises other than those expressed in this Agreement.

D. If any sentence, clause, phrase, or other portion of this Agreement is ruled unenforceable or invalid, every other sentence, clause, phrase, or other portion of the Agreement shall remain in full force and effect, it being the intent of the Division and the other Participating Parties that every portion of the Agreement shall be severable from every other portion to the fullest extent practicable. The Division reserves the right, at its sole and absolute discretion, to change, modify, add, or remove portions of any sentence, clause, phrase, or other portion of this Agreement that conflicts with state law, regulation, or policy. If the change is minor, the Division will notify the Participating Party of the change and such changes will become effective immediately; therefore, please check these terms periodically for changes. If the change is substantive, the Participating Parties may be required to execute the Agreement with the adopted changes. Any continued or subsequent use of this Agreement following the posting of minor changes to this Agreement shall signify implied acceptance of such changes.

E. The waiver of any obligation or condition in this Agreement by a Participating Party shall not be construed as a waiver of any other obligation or condition in this Agreement.

NOTE: This iteration of the State of Florida Statewide Mutual Aid Agreement will replace all previous versions.

The Division shall provide reimbursement to Assisting Parties in accordance with the terms and conditions set forth in this Article for missions performed at the direct request of the Division. Division reimbursement eligible expenses must be in direct response to the emergency as requested by the State of Florida. All required cost estimations and claims must be executed through the DEMES Mutual Aid Portal and assisting agencies must use all required FDEM forms for documentation and cost verification. If a Requesting Party has not forwarded a request through the Division, or if an Assisting Party has rendered assistance without being requested to do so by the Division, the Division shall not be liable for the costs of any such assistance.

FDEM reserves the right to deny individual reimbursement requests if deemed to not be in direct response to the incident for which asset was requested.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date specified below:

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY A COUNTY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:
CLERK OF THE CIRCUIT COURT

By: _____

Clerk or Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF _____ COUNTY,
STATE OF FLORIDA

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

County Attorney

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY A CITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

ATTEST:
CITY CLERK

By: _____

Title: _____

CITY OF _____
STATE OF FLORIDA

By: _____

Title: _____

Date: _____

Approved as to Form:

By: _____

City Attorney

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY A COUNTY SHERIFF'S OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____
COUNTY SHERIFF'S OFFICE, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY A COUNTY OR CITY FIRE DEPARTMENT/DISTRICT OFFICE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____
COUNTY OR CITY FIRE DEPARTMENT/DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for Entity

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY AN EDUCATIONAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____ SCHOOL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY STATE COLLEGE, COMMUNITY COLLEGE OR STATE UNIVERSITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF_____
STATE COLLEGE, COMMUNITY
COLLEGE, or STATE OF FLORIDA

BOARD OF TRUSTEES
OF_____
UNIVERISTY,
STATE OF FLORIDA

By: _____

Clerk

By:
_____
Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis, *Governor* **Kevin Guthrie,** *Executive Director*

FOR ADOPTION BY A SPECIAL DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____ SPECIAL DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY AN AUTHORITY

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

BOARD OF TRUSTEES
OF _____
AUTHORITY,
STATE OF FLORIDA

By: _____

Clerk

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Board

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY A NATIVE AMERICAN TRIBE

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

ATTEST:

By: _____

Council Clerk

TRIBAL COUNCIL OF THE
_____ TRIBE OF FLORIDA

By: _____

Chairman

Date: _____

Approved as to Form:

By: _____

Attorney for Council

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

FOR ADOPTION BY A COMMUNITY DEVELOPMENT DISTRICT

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____ Date: _____

Kevin Guthrie, Executive Director or
Ian Guidicelli, Authorized Designee

_____

_____
COMMUNITY DEVELOPMENT DISTRICT, STATE OF FLORIDA

By: _____ By: _____

Title: _____ Title: _____

Date: _____

Approved as to Form:

By: _____

Attorney for District

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis, *Governor* **Kevin Guthrie,** *Executive Director*

SAMPLE AUTHORIZING RESOLUTION FOR ADOPTION OF STATEWIDE MUTUAL AID AGREEMENT

RESOLUTION NO. _____

WHEREAS, the State of Florida Emergency Management Act, Chapter 252, authorizes the State and its political subdivisions to provide emergency aid and assistance in the event of a disaster or emergency; and

WHEREAS the statutes also authorize the State to coordinate the provision of any equipment, services, or facilities owned or organized by the State or it political subdivisions for use in the affected area upon the request of the duly constituted authority of the area; and

WHEREAS this Resolution authorizes the request, provision, and receipt of interjurisdictional mutual assistance in accordance with the Emergency Management Act, Chapter 252, among political subdivisions within the State; and

NOW, THEREFORE, be it resolved by _____

_____ that in order to maximize the prompt, full and effective use of resources of all participating governments in the event of an emergency or disaster we hereby adopt the Statewide Mutual Aid Agreement which is attached hereto and incorporated by reference.

ADOPTED BY: _____

DATE: _____

I certify that the foregoing is an accurate copy of the Resolution adopted by

_____ on_____.

BY: _____

TITLE: _____

DATE: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

Ron DeSantis, *Governor*

Kevin Guthrie, *Executive Director*

STATEWIDE MUTUAL AID AGREEMENT – SAMPLE ATTACHMENT
Encompassed Entities

This notice is an acknowledgment of an amendment to the 2023 SMAA by the Florida Division of Emergency Management ("the Division") which allows parent entities to include individual departments and subdivisions, within their authority, to be listed as SMAA designees eligible for SMAA request and assistance procedures.

By our authority and adoption of the attached 2023 Statewide Mutual Aid agreement, as the parent entity, the following departments and subdivisions will be included as SMAA signatories for all asset request, assistance, and applicable reimbursement processes:

All entities listed herein will still require access to the DEMES Mutual Aid System for FDEM Reimbursement process requirements.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 07, 2025

Originating Department: Public Works

Agenda Title: Resolution 23-05-25 - FY 2026-2027 State Highway Lighting, Maintenance, and Compensation Agreement - Florida Department of Transportation (FDOT) - $20,174.72

Approved by Town Manager: _____ **Date:** _____

Cost of Item: _____ **Funding Source:** Florida Dept. of Transportation

Account Number: 190-336.100 **Finance Signature:** *Barbara A Gould*

Advertised:

Date: N/A **Newspaper:** _____

Attachments: Resolution
State Highway Lighting, Maintenance, and Compensation Agreement

Please initial one:

_____ Yes, I have notified everyone.

JM Not applicable in this case.

SUMMARY EXPLANATION/BACKGROUND:

The Public Works Department is requesting the Town Commission to consider entering into the FY 2026-2027 (FY 2027) State Highway Lighting, Maintenance, and Compensation Agreement (Contract No. ASM51) with the Florida Department of Transportation (FDOT), which provides annual funding for the maintenance and operations of FDOT highway lighting facilities located on the State's Highway System within the Town's jurisdictional boundaries. The proposed Agreement provides for a seven (7) year term, which is expected to expire on June 30, 2032.

The proposed Agreement, if approved would provide the following:

- Provide for annual funding in the amount of $20,174.72 to support the maintenance costs associated with all traffic signals on the State Highway System within the Town of Lake Park

- The proposed Agreement provides for an annual adjustment (3%) to the total amount paid for all lighting facilities maintained by the Town.

Note: FDOT and the Town of Lake Park have partnered together for many years to ensure the proper maintenance of traffic signal devices on state roadways within the Town. Each year, FDOT conducts an annual review and provides an Amended Exhibit "A," which outlines existing maintenance of streetlights or any new maintenance of traffic signal devices on state roadways within Lake Park. This Agreement would generally provide for an amended funding amount from the state to Town to assist with the cost of maintaining the identified signals. The funding amount for FY 2024/2025 was approved at $31,409.82 annually. The amount for FY 2025/2026 will be available in the next 60 days.

The proposed State Highway Lighting, Maintenance, and Compensation Agreement was prepared by the FDOT and reviewed by the Public Works Director, the Finance Director and the Town Attorney.

RECOMMENDED MOTION:

I move to adopt Resolution 23-05-25 authorizing the execution of the FY 2027 State Highway Lighting, Maintenance, and Compensation Agreement (Contract No. ASM51) with the Florida Department of Transportation (FDOT), in the amount of $20,174.72.

RESOLUTION 23-05-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT FOR PAVEMENT MAINTENANCE AND REHABILITATION SERVICES WITH ASPHALT PAVEMENT SERVICES, INC. AND PROVIDING FOR AN EFFECTIVE.

WHEREAS, the Town of Lake Park (Town) requires a contractor to perform Pavement Maintenance and Rehabilitation Services; and

WHEREAS, Sumter County, Florida (County) solicited competitive bids pursuant to ITB 045-0-2023/RS for services associated with Pavement Maintenance and Rehabilitation Services; and

WHEREAS, pursuant to this competitive bidding process, the County awarded a bid for Pavement Maintenance and Rehabilitation Services to Asphalt Pavement System, Inc. (Contractor); and

WHEREAS, the County entered into an agreement with the Contractors; and

WHEREAS, the County's Agreement allows other governmental entities to cooperatively purchase services from the Contractors based upon the same terms, services, and pricing as provided for in Sumter County's Agreement; and

WHEREAS, the Town has reviewed the scope of services outlined in the agreement that the County executed with the Contractors and determined that the services and pricing offered meet the Town's requirements for Pavement Maintenance and Rehabilitations Services; and

WHEREAS, the Town has determined that it would be appropriate to take advantage of the cooperative purchasing provision contained in the County's Agreement in accordance with Florida Statutes and the Town's procurement regulations; and

WHEREAS, the Town Commission finds that it is in the best interest of the Town to enter into an agreement with the Contractors pursuant to the same terms, conditions, and pricing as contained in the County's Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1: The foregoing recitals are incorporated herein.

Section 2: The mayor is hereby authorized and directed to execute the necessary documents to effectuate the agreement attached hereto and incorporated herein as Exhibit "A".

Section 3: This resolution shall take effect immediately upon its execution.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT

CONTRACT NO. ASM51
FINANCIAL PROJECT NO. 405121-2-78-16
F.E.I.D. NO. F596000355007

THIS AGREEMENT, entered into this _____ day of _____, year of _____, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as **"FDOT"**, and Town of Lake Park, hereinafter referred to as the "**MAINTAINING AGENCY**";

WITNESSETH:

WHEREAS, FDOT is authorized under Sections 334.044 and 335.055, Florida Statutes, to enter into this Agreement, and the **MAINTAINING AGENCY** has the authority to enter into this Agreement and to undertake the maintenance and operation of lighting on the State Highway System; and

WHEREAS, the **MAINTAINING AGENCY** has authorized its undersigned officers to enter into and execute this Agreement;

WHEREAS, FDOT has identified sites where lighting and/or lighting systems, hereinafter referred to as "Facilities", are located on the State Highway System within the jurisdictional boundaries of the **MAINTAINING AGENCY.** A list of the Facilities is included as Exhibit A, attached hereto and incorporated herein.

WHEREAS, the **MAINTAINING AGENCY** agrees to maintain the Facilities as further set forth herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, **FDOT** and the **MAINTAINING AGENCY** hereby agree as follows:

1. Maintenance of Facilities

a. The **MAINTAINING AGENCY** shall maintain the Facilities listed in Exhibit A. The Facilities may include lighting for roadways, as well as park and ride, pedestrian overpasses, and recreational areas owned by or located on the property of **FDOT.** The Facilities shall not include lighting located in weigh stations, rest areas, or on Interstate highways.

The location and type of lighting to be maintained pursuant to this Agreement is set forth in Exhibit A. Any changes or modifications to Exhibit A must be in writing and signed by both **FDOT** and the **MAINTAINING AGENCY**. Any Facilities added to Exhibit A during the **FDOT**'s fiscal year shall be maintained and operated by the **MAINTAINING AGENCY** upon the **FDOT**'s final acceptance of installation of any new lighting and/or lighting systems. Prior to the start of each new fiscal year, the **MAINTAINING AGENCY** and **FDOT** shall amend Exhibit A to reflect any changes to the Facilities, including addition, removal, or change in lighting type maintained pursuant to this Agreement.

The **MAINTAINING AGENCY** will be compensated for Facilities added to Exhibit A by amendment of this Agreement in the **FDOT**'s fiscal year occurring after the lighting and/or lighting systems are installed and final acceptance of such installation is given by **FDOT**. In the event that no change is made to the previous year's Exhibit A, a certification from the **MAINTAINING AGENCY** shall be provided to **FDOT** certifying that no change has been made to Exhibit A during **FDOT**'s previous fiscal year. Unless stated otherwise, all references to fiscal years within this agreement refer to **FDOT's** fiscal year, beginning July 1st and ending June 30th.

b. In maintaining the Facilities, the **MAINTAINING AGENCY** shall perform all activities necessary to keep the Facilities fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type (e.g., high mast, standard, underdeck, and sign) or roadway system at all times in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Required maintenance includes, but is not limited to, providing electrical power and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the Facilities (including the poles and any and all other component parts installed as part of the Facilities), and locating (both vertically and horizontally) the Facilities. All repairs or replacement will be in kind unless a variance is approved in writing by **FDOT**.

c. All maintenance must be in accordance with the provisions of the following:

(1) Manual of Uniform Traffic Control Devices; and

(2) All other applicable local, state, or federal laws, rules, resolutions, or ordinances, and **FDOT** procedures.

d. For lighting installed as part of a **FDOT** project, the **MAINTAINING AGENCY**'**s** obligation to maintain the Facility commences upon the **MAINTAINING AGENCY**'**s** receipt of notification from **FDOT** that **FDOT** has formally accepted the project, except for the obligation to provide for electrical power, which obligation to provide for electrical power commences at such time as the lighting system is ready to be energized; provided, however, that the **MAINTAINING AGENCY** is not required to perform any activities which are the responsibilities of **FDOT's** contractor.

Prior to acceptance by **FDOT**, the **MAINTAINING AGENCY** shall have the opportunity to inspect and request modifications/corrections to the installation(s). **FDOT** agrees to make modifications/corrections prior to acceptance so long as the modifications/corrections comply with the installation contract documents and specifications.

e. The term for this Agreement is seven (7) years. Either party may terminate this Agreement by a notice of termination. The notice of termination must be in writing. Should the **MAINTAINING AGENCY** choose to terminate the Agreement, the **MAINTAINING AGENCY** shall provide a minimum notice period of two (2) fiscal years prior to the effective date of termination and the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates. The effective date of the termination will coincide with the end of the FDOT's fiscal year of June 30th following the two-year notice.

The termination of this Agreement will not terminate maintenance responsibilities for lighting owned by the **MAINTAINING AGENCY**. Maintenance obligations for lights owned by the **MAINTAINING AGENCY** will remain the responsibility of the **MAINTAINING AGENCY**. Nor does termination of this Agreement operate to relieve the **MAINTAINING AGENCY** of any maintenance obligations contained in other agreements. Maintenance of lights governed by a separate maintenance agreement will continue per the terms of that separate maintenance agreement.

2. Compensation and Payment

FDOT shall pay to the **MAINTAINING AGENCY** a sum of $ 20,174.72 for the fiscal year in which this Agreement is signed. Payments will be calculated and made in accordance with Exhibit A.

Prior to the beginning of each fiscal year, the **MAINTAINING AGENCY** shall submit an amended Exhibit A or a certification of no change to Exhibit A and **FDOT** and the **MAINTAINING AGENCY** shall agree on the amount and percentage of lighting to be paid for the coming fiscal year. **FDOT** will issue a work order confirming the amount and authorizing the performance of maintenance for each new fiscal year. The work order must be an **FDOT**-signed letter of authorization to the **MAINTAINING AGENCY** with a subject line containing the terms "State Highway Lighting, Maintenance, and Compensation Agreement work order". The work order must reflect the contract number, financial project number, FEID No. of the **MAINTAINING AGENCY**, the fiscal year, the percentage of lighting funded and the lump sum amount to be paid for the fiscal year indicated. The work order must be signed by the **MAINTAINING AGENCY** and returned to **FDOT**. Failure by the **MAINTAINING AGENCY** to take any of the actions required by this paragraph may result in nonpayment by **FDOT**.

FDOT expressly assigns its rights, interests and privileges pertaining to damage to Facilities caused by third parties to the **MAINTAINING AGENCY**, so they may pursue all claims and causes of actions against the third parties responsible for the damage. **FDOT** will assist the **MAINTAINING AGENCY** and will confirm the **MAINTAINING AGENCY**'s authorization to pursue recovery. The **MAINTAINING AGENCY** will be responsible for all attorneys' fees and litigation costs incurred in its recovery activities.

3. Record Keeping

The **MAINTAINING AGENCY** shall keep records of all activities and report all maintenance performed and replacement components and parts installed pursuant to this Agreement. The records shall be kept in an electronic format approved by **FDOT**.

Records shall be maintained and made available upon request to **FDOT** during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records will be furnished to **FDOT** upon request.

4. Invoicing

The **MAINTAINING AGENCY** shall invoice **FDOT** annually in a format acceptable to the FDOT. Invoices must be submitted no earlier than May 1 and no later than June 15 of the fiscal year in which the services were provided in order to be processed for payment by June 30.

Upon receipt, **FDOT** has five (5) working days to inspect and approve the goods and services. **FDOT** has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.

If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **MAINTAINING AGENCY**. Interest penalties of less than one (1) dollar will not be enforced unless the **MAINTAINING AGENCY** requests payment. Invoices returned to a **MAINTAINING AGENCY** because of **MAINTAINING AGENCY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to **FDOT**.

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Chief Financial Officer's Hotline, 1-800-848-3792.

The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. In the event this Agreement is in excess of $25,000 and has a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

FDOT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection shall be null and void, and no money may be paid on such contract. **FDOT** shall require a statement from the Comptroller of **FDOT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of **FDOT** which are for an amount in excess of $25,000 and which have a term for a period of more than 1 year.

5. Default

In the event that the **MAINTAINING AGENCY** breaches any provision of this Agreement, then in addition to any other remedies which are otherwise provided for in this Agreement, **FDOT** may exercise one or more of the following options, provided that at no time may **FDOT** be entitled to receive double recovery of damages:

a. Pursue a claim for damages suffered by **FDOT** or the public.

b. Pursue any other remedies legally available.

c. As to any work not performed by the **MAINTAINING AGENCY**, perform such work with its own forces or through contractors and seek reimbursement for the cost thereof from the **MAINTAINING AGENCY** if the **MAINTAINING AGENCY** fails to cure the non-performance within fourteen (14) days after written notice from **FDOT** of the non-performance; provided, however, that advance notice and cure will not be preconditions in the event of an emergency.

6. Force Majeure

Neither the **MAINTAINING AGENCY** nor **FDOT** will be liable to the other for any failure to perform under this Agreement to the extent such performance is prevented by an act of God, war, riots, natural catastrophe, or other event beyond the control of the non-performing party and which could not have been avoided or overcome by the exercise of due diligence; provided that the party claiming the excuse from performance has (a) promptly notified the other party of the occurrence and its estimated duration, (b) promptly remedied or mitigated the effect of the occurrence to the extent possible, and (c) resumed performance as soon as possible.

7. Miscellaneous

a. **FDOT** shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.

b. The **MAINTAINING AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **MAINTAINING AGENCY** in conjunction with this Agreement. Failure by the **MAINTAINING AGENCY** to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by **FDOT**.

c. This Agreement constitutes the complete and final expression of the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto. Without limiting the generality of the foregoing, this Agreement shall replace and supersede all prior agreements between **FDOT** and the **MAINTAINING AGENCY** with respect to maintenance of the lighting and/or lighting systems for the Facilities identified in Exhibit A.

d. This Agreement is governed by the laws of the State of Florida. Any provision hereof found to be unlawful or unenforceable are severable and will not affect the validity of the remaining provisions hereof.

e. All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, electronic mail, or express mail and will be deemed to have been received by the end of five (5) business days from the proper sending thereof unless proof of prior actual receipt is provided. The **MAINTAINING AGENCY** must notify the local District of **FDOT** of the appropriate persons for notices to be sent pursuant to this Agreement. Unless otherwise notified in writing, notices must be sent to the following addresses:

MAINTAINING AGENCY:

Town Of Lake Park
535 Park Avenue
Lake Park, FL 33403

FDOT:

Florida Department of Transportation, District 4
District Maintenance Office
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

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

g. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

h. By signing this agreement the Maintaining Agency certifies that it is not: (1) listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., (2) engaged in a boycott of Israel, (3) or listed 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, Florida Statutes. For contracts involving $1,000,000 or more, if the Department determines the Maintaining Agency submitted a false certification under Section 287.135(5) of the Florida Statutes regarding 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, Florida Statutes, or for contracts involving any amount, if the Maintaining Agency has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, the Department shall either terminate the Contract after it has given the Maintaining Agency notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

i. Nothing herein shall be construed as a waiver of either party's sovereign immunity.

j. **MAINTAINING AGENCY**:

1. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **MAINTAINING AGENCY** during the term of the contract; and

2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the **Maintaining Agency** does not transfer the records to **FDOT**

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

5. Failure by the **Maintaining Agency** to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by **FDOT**

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

District 1
863-519-2623
D1prcustodian@dot.state.fl.us
Florida Department of Transportation
District 1 – Office of General Counsel
801 N. Broadway
Bartow, FL 33830

District 2
386-758-3727
D2prcustodian@dot.state.fl.us
Florida Department of Transportation
District 2 - Office of General Counsel
1109 South Marion Avenue, MS 2009
Lake City, FL 32025

District 3
850-330-1391
D3prcustodian@dot.state.fl.us
Florida Department of Transportation
District 3 - Office of General Counsel
1074 Highway 90 East
Chipley, FL 32428

District 4
954-777-4529
D4prcustodian@dot.state.fl.us
Florida Department of Transportation
District 4 – Office of General Counsel
3400 West Commercial Blvd.
Fort Lauderdale, FL 33309

District 5
386-943-5000
D5prcustodian@dot.state.fl.us
Florida Department of Transportation
District 5 – Office of General Counsel
719 South Woodland Boulevard
Deland, FL 32720

District 6
305-470-5453
D6prcustodian@dot.state.fl.us
Florida Department of Transportation
District 6 – Office of General Counsel
1000 NW 111 Avenue
Miami, FL 33172-5800

District 7
813-975-6491
D7prcustodian@dot.state.fl.us
Florida Department of Transportation
District 7 - Office of General Counsel
11201 N. McKinley Drive, MS 7-120
Tampa, FL 33612

Florida's Turnpike Enterprise
407-264-3170
TPprcustodian@dot.state.fl.us
Turnpike Enterprise Chief Counsel
Florida Turnpike – Office of General Counsel
Turnpike Mile Post 263, Bldg. 5315
Ocoee, FL 34761

Central Office
850-414-5355
COprcustodian@dot.state.fl.us
Office of the General Counsel
Florida Department of Transportation
605 Suwannee Street, MS 58
Tallahassee, Florida 32399-0458

8. Certification

This document is a printout of an **FDOT** form maintained in an electronic format and all revisions thereto by the **MAINTAINING AGENCY** in the form of additions, deletions, or substitutions are reflected only in an Appendix entitled “Changes to Form Document” and no change is made in the text of the document itself. Hand notations on affected portions of this document may refer to changes reflected in the above-named Appendix but are for reference purposes only and do not change the terms of the document. By signing this document, the **MAINTAINING AGENCY** hereby represents that no change has been made to the text of this document except through the terms of the Appendix entitled “Changes to Form Document."

You MUST signify by selecting one of the applicable options:

☐ No changes have been made to this Forms Document and no Appendix entitled "Changes to Form Document" is attached.

☐ No changes have been made to this Form Document, but changes are included on the attached Appendix entitled "Changes to Form Document."

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first written.

MAINTAINING AGENCY

BY: (Signature) _____ Date: _____

(Printed Name: _____)

(Printed Title: _____)

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: (Signature) _____ Date: _____

(Printed Name: Paul A. Lampley, P.E.)

(Printed Title: Director of Transportation Operations)

FDOT Legal Review

BY: (Signature) _____ Date: _____
Counsel

(Printed Name: Elizabeth S. Quintana)

Exhibit A
STATE HIGHWAY LIGHTING, MAINTENANCE, AND COMPENSATION AGREEMENT
For Fiscal Year 2026-2027

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the **MAINTAINING AGENCY** for the services described in this Agreement and method by which payments will be made.

2.0 FACILITIES

The lighting or lighting systems listed below, or in an attached spreadsheet, or other electronic form are included with this Agreement and represent the Facilities to be maintained by the **MAINTAINING AGENCY**:

1. See below spreadsheet,
2. _____
3. _____
4. _____
5. _____
6. _____

3.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement, **FDOT** will pay the **MAINTAINING AGENCY** the Total Sum as provided in Section 2 of the Agreement. The **MAINTAINING AGENCY** will receive one single payment at the end of each fiscal year for satisfactory completion of service.

The per-light unit rate shall increase by 3% each fiscal year. E.g., the per-light unit rate of $347.84 in fiscal year 2026 shall increase to $358.28 in fiscal year 2027.

Total Payment Amount for each fiscal year is calculated by inputting the actual number of qualifying types of lights into the table below and multiplying by the unit rate and ___%. Example: 330 (lights) x $_____ (unit rate) x 0.90 (90% requirement) = $ 0.00

Type of Light	# of lights	LED or HPS	Unit rate	0.00%	Total
High Mast		HPS	0.00	**0.00**	0.00
Standard		HPS	0.00	**0.00**	0.00
Underdeck		HPS	0.00	**0.00**	0.00
Sign		HPS	0.00	**0.00**	0.00
High Mast		LED	0.00	**0.00**	0.00
Standard		LED	0.00	**0.00**	0.00
Underdeck		LED	0.00	**0.00**	0.00
Sign		LED	0.00	**0.00**	0.00

TOWN OF LAKE PARK

SR	ROW	From	To	Side	Count	Type	Other	Jurisdiction
5	US1	Silver Beach Rd	Park Ave	East	2	Concrete	Flood Style	FP&L
					2	Wood	Flood Style	
				West	13	Concrete		Town of Lake Park
		Park Ave	Lakeshore Dr/Palmetto Dr	East	2	Wood	Flood Style	FP&L
				West	12	Concrete		Town of Lake Park
850	Northlake Blvd	US1	Old Dixie Hwy	South	23	Concrete		FP&L
					3	Wood		
					1	Steel	Mounted on Crosswalk	
					58			
				North	28	Wood	Mounted on Crosswalk	For Northlake and Alt A1A, the NE and SE corners are maintained by PBC and the NW corner is maintained by FPL as it's a joint use pole.
					5	Concrete		
					2	Steel		
					35			

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 7, 2025

Originating Department: Communications & Grants

Agenda Title: Resolution 26-05-25 - 2024-2025 CDBG Award Agreement (Revised) - PBC Department of Housing & Economic Development (DHED) - Splash Pad (Kelsey Park) - $400,916

Approved by Town Manager: _____ **Date:** _____

Cost of Item: $0.00 **Funding Source:** _____

Account Number: _____ **Finance Signature:** _____

Advertised:

Date: N/A **Newspaper:** _____

Attachments: Resolution 26-05-25
LAKE PARK_SPLASH PAD AT KELSEY PARK_CDBG CAPITAL AGREEMENT FY25-26

Please initial one:

_____ Yes I have notified everyone

MA Not applicable in this case

Summary Explanation/Background:

The Town was awarded $400,916 in 2024-2025 CDBG funds for the design and construction of a Community Center in Lake Park.

However, recently, the Town submitted a revised 2024-2025 CDBG application requesting the Palm Beach County Department of Housing and Economic Development (DHED) to consider re-allocating this funding to support the design and construction of a Splash Pad within Kelsey Park (in accordance with the Kelsey Park Master Plan and direction previously provided by the Town Commission). This request has been approved by the County and the original agreement (Community Center funding) was terminated.

As a result, the County has provided a revised 2024-2025 CDBG Award Agreement to support the design and construction of a new Splash Pad within Kelsey Park in the amount of $400,916.

If approved, the proposed new water feature amenity is expected to be completed by the summer of 2026 and would include the following:

- Approximately 2,000 square feet of pad play surface with an assortment of features such as
    - Spray jets, dumping buckets and water cannons for interactive play
    - Sunshades or sun-resistant materials to protect users from the Florida sun
    - Accessibility for people with disabilities

- The splash pad will embrace a nautical theme to complement the adjacent playground (which was constructed using CDBG grant funds).

Project design and construction process is expected to include:

- Site assessment and planning, including the preparation of a detailed set of project design plans to ensure the project meets all of its desired goals
- Determination of water supply and wastewater treatment to be implemented
- Project design, including selection of slip-resistant surfaces, clear depth markings, safety lines and more to ensure user safety, as well as aspects designed to maximize user enjoyment
- Construction by a qualified contractor with experience in splash pad construction to ensure proper installation and safety

If approved, the Town will be required to complete the project and utilize this funding by September 30, 2026.

The proposed revised Grant Agreement was prepared by the Palm Beach County Department of Housing and Economic Development (DHED) and reviewed by the Grant Writer/Chief Public Information Officer, the Public Works Director, the Projects Manager, the Community Development Director, the Finance Director and the Town Attorney.

Recommended Motion:

I move to adopt Resolution 26-05-25 approving the 2024-2025 CDBG Award Agreement (Revised) with the PBC Department of Housing & Economic Development (DHED) to fund the design and construction of the new Town Splash Pad within Kelsey Park, in the amount of $400,916.

RESOLUTION NO. 26-05-25

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE A GRANT AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND THE PALM BEACH COUNTY DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT FOR THE DESIGN AND CONSTRUCTION OF A SPLASH PAD IN KELSEY PARK

WHEREAS, the Town of Lake Park ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations, and other persons; and

WHEREAS, the Town desires to implement strategies that will improve the quality of life for residents of, and visitors to, the community; and

WHEREAS, the Palm Beach County Department of Housing & Economic Development has awarded the Town $400,916 for the purpose of designing and constructing a splash pad in Kelsey Park; and

WHEREAS, it is necessary for the Town of Lake Park to enter into a grant agreement with the Palm Beach County Department of Housing & Economic Development for such grant; and

WHEREAS, the Town Commission has reviewed the grant agreement and determined that it is in the best interest of the Town to authorize the Mayor to sign the grant agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

SECTION 1. The foregoing recitals are incorporated herein.

SECTION 2. The Town Commission hereby authorizes and directs the Mayor to sign the grant agreement with the Palm Beach County Department of Housing & Economic Development, a copy of which is attached hereto.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

PALM BEACH COUNTY
DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT

INSTRUCTION TRANSMITTAL

TO: CAPITAL IMPPROVEMENT SUBRECIPIENTS (MUNICIPALITIES)
RE: FY 2024-2025 CDBG Capital Improvement Agreement Date: 4/17/2025

1. **PRINT, SIGN AND RETURN:** ONE (1) SINGLE-SIDED AGREEMENT, **8 ½" X 11" ONLY**, AND **THREE (3) ORIGINALS OF EACH SIGNATURE AND CERTIFICATION PAGE,** SIGNED WITH BLUE INK OR DIGITAL SIGNATURES WITH TIME & DATE STAMP.

2. **SEAL:** INCLUDE **SEAL** ON ALL (3) SIGNATURE PAGES PROVIDED.

3. **CERTIFICATE OF INSURANCE:** SEE INSURANCE REQUIREMENTS FOR (MUNICIPALITY/SUBRECIPIENT) AND PROVIDE CERTIFICATE:

   (a) INSURANCE COVERAGES MUST MEET THE INSURANCE REQUIREMENTS PER COUNTY RISK MANANGEMENT AS OUTLINED IN THE AGREEMENT.
   (b) SHOW CERTIFICATE HOLDER AS: **"PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS", C/O DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT, 100 AUSTRALIAN AVE, 5TH FLOOR, WEST PAM BEACH, FL 33406"**

4. **SIGNATORY LETTER:** A LETTER CERTIFYING THE **INDIVIDUAL(S) AUTHORIZED TO SIGN THE AGREEMENT, ANY AMENDMENTS, LETTERS, REIMBURSEMENT REQUESTS TO COUNTY AND ON BEHALF OF YOUR ORGANIZATION/MUNICIPALITY**, PROVIDED ON LETTERHEAD AND SIGNED BY AN OFFICER OF THE MUNICIPALITY.

5. **SOURCE OF AUTHORITY:** THE SOURCE OF THE AUTHORITY MUST ALSO BE PROVIDED (E.G., **BOARD RESOLUTION, MINUTES, BY LAWS**, ETC.)

6. **DONOT STAPLE DOCUMENTS. RETURN BY 5/9/25 TO:**

   ATTN: TESSA WATTLEY
   DEPARTMENT OF HOUSING & ECONOMIC DEVELOPMENT
   100 AUSTRALIAN AVENUE, 5TH FLOOR
   WEST PALM BEACH, FL 33406 TEL: 561-233-3610/ E: TWattley@pbc.gov

CDBG CAPITAL IMPROVEMENT AGREEMENT

BETWEEN PALM BEACH COUNTY

AND

TOWN OF LAKE PARK

THIS IS AN AGREEMENT, ("Agreement") with an effective date of _____ ("Effective Date"), by and between **Palm Beach County** ("County"), a political subdivision of the State of Florida, and the **Town of Lake Park**, a Municipality, duly organized and existing by virtue of the laws of the State of Florida, having its principal office at **535 Park Avenue, Lake Park, FL 33403** ("Subrecipient").

WHEREAS, Palm Beach County has entered into an agreement with the United States Department of Housing and Urban Development (grant number B-24-UC-12-0004) for the execution and implementation of a Community Development Block Grant Program in certain areas of Palm Beach County, pursuant to Title I of the Housing and Community Development Act of 1974 (as amended); and

WHEREAS, Palm Beach County, in accordance with its **FY2024-2025** CDBG Action Plan, and the Subrecipient, desire to provide the activities specified in Exhibit "A" attached hereto and made a part hereof this Agreement; and

WHEREAS, Palm Beach County desires to engage the Subrecipient, to implement such undertakings and pursuant to the terms of this Agreement, shall make available funding in the amount of **$400,916** ("Grant Funds") to the Subrecipient in exchange for said activities.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is agreed as follows:

1. DEFINITIONS

(A) "**County**" means Palm Beach County.

(B) "**CDBG**" means the Community Development Block Grant Program of Palm Beach County.

(C) "**DHED**" means Palm Beach County Department of Housing & Economic Development.

(D) "**Subrecipien**t" means the **Town of Lake Park,** a Subrecipient as defined in 2 CFR Parts 184 and 200.

(E) "**DHED Approval**" means the written approval of the DHED Director or his designee.

(F) "**HUD**" means the Secretary of Housing and Urban Development or a person authorized to act on its behalf.

(G) "**Low and Moderate Income Persons**" means a member of a household whose gross annual income does not exceed 80% of the Area Median Income for Palm Beach County, adjusted by family size, and as determined and given to such term by HUD.

(H) "**Program Income**" means gross income from the use or rental of property owned by the Subrecipient that was constructed or improved with CDBG funds, less any costs incidental to the generation of such income, as defined by CDBG regulations at 570.500(a)(1)(iii). This distinguishes "income" from revenues where "income" is more limited, and is constituted by revenues less expenses, i.e., profit.

(I) "**Revenues**" means funds generated by activities housed on a property assisted with CDBG funds.

(J) "**Project**" means the CDBG Eligible Activity as identified in Section 4 below and further detailed in Exhibit "A", for which the County is providing CDBG funding.

(K) "**County's Urban County Program**" shall mean the Urban County Qualification Program as defined by HUD.

2. PURPOSE

The purpose of this Agreement is to state the terms, covenants and conditions under which the County will provide the Grant Funds to the Subrecipient for implementation of the Project as further detailed in Exhibit "A".

3. TIME OF PERFORMANCE

The County's obligations hereunder are contingent upon the timely release of funds for this Project by HUD. The services of the Subrecipient shall be undertaken and completed by the Subrecipient by **September 30, 2026** ("Expiration Date"). Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A".

4. CDBG ELIGIBLE ACTIVITIES AND NATIONAL OBJECTIVE

The Subrecipient certifies that the activities carried out under this Agreement will Constitute **Public Facilities and Improvements, under 24 CFR 570.201(c)**. The Subrecipient covenants that it will perform the eligible activities carried out under this Agreement in a manner which meets the **CDBG Program National Objective of benefitting Low and Moderate Income Persons on an Area-Wide Basis**, as described in Exhibit "A" and defined in 24 CFR 570.208(a)(1)(i).

5. FUNDING DISBURSEMENT TO SUBRECIPIENT

The Subrecipient agrees to accept Grant Funds for Funded Activities as provided in Exhibit "A". In no event shall the total funding or disbursement to be paid hereunder exceed the maximum and total authorized sum of **$400,916**. Any funds not expended by the Expiration Date of this Agreement shall automatically revert to the County.

The State or Federal funds being provided hereunder shall not be used as a match for other State or Federal grants to the Subrecipient, and the Subrecipient shall not submit requests for the same expenses to more than one funding source or under more than one program. Additionally, DHED shall have the right under this Agreement to suspend or terminate disbursement of funds until the Subrecipient complies with any additional conditions that may be imposed by the County or HUD.

In order to do business with County, Subrecipient shall create a Vendor Registration Account OR activate an existing Vendor Registration Account through the County's Purchasing Department's Vendor Self Service (VSS) system, which can be accessed at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If Subrecipient intends to use sub-consultants, Subrecipient shall ensure that all sub-consultants are registered as consultants in VSS. All subconsultant agreements must include a contractual provision requiring that the sub-consultant register in VSS. County will not finalize an Agreement award until the County has verified that the Subrecipient and all of its sub-consultants are registered in VSS.

6. CONDITIONS FOR PROJECT IMPLEMENTATION

(A) IMPLEMENTATION OF PROJECT ACCORDING TO REQUIRED PROCEDURES

The Subrecipient shall implement this Agreement in accordance with applicable Federal, State, County, and local laws, ordinances and codes. The Federal, State, and County laws, ordinances and codes are minimal regulations which may be supplemented by more restrictive guidelines set forth by DHED. The Subrecipient shall prepare a cost allocation plan for all Project funding and submit such plan to the DHED Director or designee.

Should a Project receive additional funding after the commencement of this Agreement, the Subrecipient shall notify DHED in writing within thirty (30) days of receiving notification from the funding source and submit a revised cost allocation plan to the DHED Director or designee within forty-five (45) days of said notification.

(B) FINANCIAL ACCOUNTABILITY

The County, at County's expense may have a financial systems analysis and/or an audit of the Subrecipient or of any of its subcontractors, performed by an independent auditing firm employed by the County or by the County Internal Audit Department at any time the County deems necessary to determine if the Project is being managed in accordance with the requirements of this Agreement.

(C) SUBCONTRACTS

Any work or services subcontracted hereunder shall be specifically by written contract, written agreement, or purchase order. All subcontracts shall be subject to the requirements of this Agreement. This includes Subrecipient ensuring that all consultant contracts and fee schedules meet the minimum standards as established by Palm Beach County and HUD. Contracts for architecture, engineering, survey, and planning shall be fixed fee contracts. All additional services shall have prior written approval with support documentation detailing categories of persons performing work plus hourly rates including benefits, number of drawings required, and all items that justify the "Fixed Fee Contract." Reimbursable items will be at cost.

(D) PURCHASING

All purchasing of services and goods, including capital equipment, shall be made by purchase order or by a written contract and in conformity with the procedures prescribed 2 CFR Parts 184 and 200, Subrecipient's purchasing code and County's Purchasing Code, which is incorporated herein by reference. In the event of a conflict, 2 CFR Parts 184 and 200 shall supersede. In the event of a conflict between Subrecipient's purchasing code and County's Purchasing Code, County's Purchasing Code shall supersede.

(E) REPORTS, AUDITS, AND EVALUATIONS

Disbursement of funds will be contingent on the timely receipt of complete and accurate reports required by this Agreement, and on the resolution of monitoring or audit findings identified pursuant to this Agreement.

(F) **ADDITIONAL DHED, COUNTY, AND HUD REQUIREMENTS**

DHED shall have the right via this Agreement to suspend/terminate disbursement of funds if after fifteen (15) days written notice the Subrecipient has not complied with any additional conditions that may be imposed, at any time, by DHED, the County, or HUD.

7. CIVIL RIGHTS COMPLIANCE AND NON-DISCRIMINATION POLICY

The County is committed to assuring equal opportunity in the award of Agreements and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Subrecipient warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees will be treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

As a condition of entering into this Agreement, the Subrecipient represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended. As part of such compliance, the Subrecipient shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Subrecipient retaliate against any person for reporting instances of such discrimination.

The Subrecipient shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County.

The Subrecipient understands and agrees that a material violation of this clause shall be considered a material breach of this Agreement and may result in termination of this Agreement, disqualification or debarment of the company from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. Subrecipient shall include this language in its subcontracts.

8. PROGRAM BENEFICIARIES

At least fifty-one percent (51%) of the beneficiaries of a Project funded through this Agreement must be Low and Moderate Income Persons. If the Project is located in an entitlement city, as defined by HUD, or serves beneficiaries countywide, at least fifty-one percent (51%) of the beneficiaries directly assisted through the use of funds under this Agreement must reside in unincorporated Palm Beach County or in municipalities participating in the County's Urban County Qualification Program. The Project funded under this Agreement shall assist beneficiaries as defined above for the time period designated in this Agreement. **Upon request from DHED, the Subrecipient shall provide written verification of compliance.**

9. AUDITS AND INSPECTIONS

The Subrecipient shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least five (5) years after completion or termination of this Agreement. As often as DHED, the County, HUD, or the Comptroller General of the United States may deem necessary, Subrecipient shall make available to DHED, HUD, or the Comptroller General for examination all its records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Subrecipient's place of business within Palm Beach County, with respect to all matters covered by this Agreement.

10. REPAYMENT PROVISIONS

In the event the Subrecipient fails to comply in whole or in part with the terms and conditions of this Agreement and/or the referenced regulations pertaining to the use of CDBG funds, and where DHED, the County, or HUD has determined that the County or Subrecipient has a repayment obligation required due to the Subrecipient's performance or lack thereof, the Subrecipient shall be responsible to reimburse the County in the amount requested by the County within sixty (60) days of the date of written notification from the County to the Subrecipient.

The requirements of this Section shall survive the early termination or expiration of the Agreement.

11. UNIFORM ADMINISTRATIVE REQUIREMENTS

The Subrecipient agrees to comply with the applicable uniform administrative requirements as described in Federal Regulations 2 CFR Part 200.

12. REVERSION OF ASSETS

Upon expiration of this Agreement, the Subrecipient shall transfer to the County any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds. Any real property under the Subrecipient's control upon expiration or earlier termination of this Agreement which was acquired or improved, in whole or part, with CDBG funds in the excess of $25,000 must either be used to meet one of the national objectives in Federal Community Development Block Grant Regulations 24 CFR 570.208 for a minimum of five (5) years after expiration of the Agreement, or, the Subrecipient shall pay the County an amount equal to the current market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvements to, the property. **This provision shall survive the expiration or termination of this Agreement.**

13. DATA BECOMES COUNTY PROPERTY

All reports, plans, surveys, information, documents, maps, and other data prepared, assembled, or completed by the Subrecipient for the purpose of this Agreement shall be made available to the County at any time upon request by the County, DHED, or the Palm Beach County Inspector General's office, as indicated herein. Upon completion of all work contemplated under this Agreement copies of all documents and records relating to this Agreement shall be surrendered to DHED if requested. In any event, the Subrecipient shall keep all documents and records for five (5) years after expiration of this Agreement.

The Subrecipient shall deliver to the County's representative for approval and acceptance, and before being eligible for final disbursement of any funds due, all documents and materials prepared for the County under this Agreement.

To the extent allowed by Chapter 119, Florida Statutes, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the County or at its expense will be kept confidential by the Subrecipient and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent unless required by a lawful court order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Agreement for or at the County's expense shall be and remain the County's property and may be reproduced and reused at the discretion of the County.

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, by the Office of the Inspector General pursuant to the Palm Beach County Code Section 2-421 – 2-440, as amended.

14. INDEMNIFICATION

Subrecipient shall protect, defend, reimburse, indemnify and hold County, its agents, employees and elected officers harmless from and against all claims, liability, expense, loss, cost, damages or causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising during and as a result of the Subrecipient's performance of the terms of this Agreement or due to the acts or omissions of Subrecipient. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statute, section 768.28. The Subrecipient shall indemnify the County for funds which the County is obligated to refund the Federal Government arising out of the conduct of activities and administration of the Subrecipient.

15. INSURANCE BY SUBRECIPIENT:

Subrecipient shall maintain at its sole expense, in full force and effect, at all times during the term of this Agreement, insurance coverage and limits (including endorsements) as described in Exhibit "A". The requirements contained herein, as well as County's review or acceptance of insurance maintained by the Subrecipient are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Subrecipient under this Agreement.

16. CONFLICT OF INTEREST

The Subrecipient represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics.

The Subrecipient further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Subrecipient shall promptly notify the County's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Subrecipient's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Subrecipient may undertake and request an opinion of the County as to whether the association, interest or circumstance would, in the opinion of the County, constitute a conflict of interest if entered into by the Subrecipient.

The County agrees to notify the Subrecipient of its opinion within thirty (30) days of receipt of notification by the Subrecipient. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Subrecipient, the County shall so state in the notification and the Subrecipient shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Subrecipient under the terms of this Agreement.

However, these paragraphs shall be interpreted in such a manner so as not to unreasonably impede the statutory requirement that maximum opportunity be provided for employment and participation of Low and Moderate-Income Persons of the Project's target area.

17. RECOGNITION

The Subrecipient shall include a reference to the financial support herein provided by the County in all publications and publicity events, and provide the County copies of all such publications. The Subrecipient shall also notify the County prior to any ceremonies or events relating to facilities or items funded by this Agreement to allow for participation of Mayor, County Commissioners, County Administration, Department Staff or other County Official. In addition, the Subrecipient will make good faith efforts to recognize the County's support for all activities made possible with funds made available under this Agreement.

18. ADDITIONAL REFERENCE DOCUMENTS

This Agreement is subject to CDBG regulations and Federal requirements. Subrecipient shall comply with all applicable laws and regulations including, but not limited to the following:

(A) 2 CFR Parts 184 and 200: Build America, Buy America Act, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards;
(B) Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, and Title II of the Americans with Disabilities Act of 1990;
(C) Executive Orders 11246, 11478, 11625, 12432, the Davis Bacon Act, and Section 3 of the Housing and Community Development Act of 1968, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
(D) Executive Orders 11063, 12259, 12892, the Fair Housing Act of 1988, and Section 109 of the Housing and Community Development Act of 1974, as amended;
(E) Florida Statutes, Chapter 112;

(F) Palm Beach County Purchasing Code;
(G) Federal Community Development Block Grant Regulations (24 CFR Part 570), and Federal Consolidated Plan Regulations (24 CFR Part 91), as amended;
(H) Section 448.095, Florida Statutes (F.S.) (E-Verify): https://www.e-verify.gov/
(I) Palm Beach County Five (5) Year Consolidated Plan prepared by DHED (24 CFR Part 91).

The Subrecipient shall keep an original of this Agreement, including its Exhibits, Schedules and all Amendments thereto, on file at its principal office.

19. TERMINATION AND SUSPENSION

In the event of early termination, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement by the Subrecipient, and the County may withhold any disbursement to the Subrecipient until such time as the exact amount of damages due to the County from the Subrecipient is determined.

(A) TERMINATION FOR CAUSE

If, through any cause, either party shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if either party shall violate any of the covenants, agreements, or stipulations of this Agreement, the other party shall thereupon have the right to terminate this Agreement or suspend funding, in whole or part, by giving written notice to the other party of such termination or suspension and specifying the effective date of termination or suspension.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(B) TERMINATION FOR CONVENIENCE

At any time during the term of this Agreement, either party may, at its option and for any reason, terminate this Agreement upon ten (10) working days written notice to the other party. Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

(C) TERMINATION DUE TO CESSATION

In the event the grant awarded to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is suspended or terminated, this Agreement shall be suspended or terminated effective on the date HUD specifies. In the event the Subrecipient ceases to exist, or ceases or suspends its operation for any reason, this

Agreement shall be suspended or terminated on the date the County specifies. The determination that the Subrecipient has ceased or suspended its operation shall be made solely by the County, and the Subrecipient agrees to be bound by the County's determination.

Upon early termination, the County, at its sole discretion, may reimburse the Subrecipient for eligible costs incurred that are in compliance with this Agreement up to and including the date of termination.

20. SEVERABILITY OF PROVISIONS

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

21. NO ASSIGNMENT

The Subrecipient shall not assign this Agreement, or any interest therein without prior written consent of Palm Beach County which may be granted or withheld at the County's sole discretion, and any such unauthorized assignment shall be void and of no effect.

22. AMENDMENTS

The County may, at its discretion, amend this Agreement to conform with changes required by Federal, State, County, or HUD guidelines, directives, and objectives. Such amendments shall be incorporated by written amendment as a part of this Agreement and shall be subject to approval of the Palm Beach County Board of County Commissioners.

Except as otherwise provided herein, no amendment to this Agreement shall be binding on either party unless in writing, approved by the Board of County Commissioners and the Subrecipient, and signed by both parties.

23. NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, hand delivery or other delivery service requiring signed acceptance. If sent to the County, notices shall be addressed to:

Deputy Director
Department of Housing & Economic Development
100 Australian Avenue, Suite 500
West Palm Beach, FL 33406

With a copy to:

Howard J. Falcon III, Chief Assistant County Attorney
County Attorney's Office
301 N. Olive Ave (6th floor)
West Palm Beach, FL 33401

If sent to the Subrecipient, notices shall be addressed to:

Merrell Angstreich, Grant Writer/Chief Public Information Officer
Town of Lake Park
535 Park Avenue
Lake Park, FL 33403

24. INDEPENDENT CONTRACTOR AND EMPLOYEES

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The County shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, or any other benefits, as the Subrecipient is an independent contractor.

25. NO FORFEITURE

The rights of the County under this Agreement shall be cumulative and failure on the part of the County to exercise promptly any rights given hereunder shall not operate to forfeit or waive any of such rights.

26. PERSONNEL

The Subrecipient represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.

All of the services required hereunder shall be performed by the Subrecipient or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

The Subrecipient warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

All of the Subrecipient's personnel (and all Subconsultants), while on County premises, will comply with all County requirements governing conduct, safety and security.

27. FEDERAL AND STATE TAX

The County is exempt from payment of Florida State Sales and Use Taxes. The County will sign an exemption certificate submitted by the Subrecipient. The Subrecipient shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the County, nor is the Subrecipient authorized to use the County's Tax Exemption Number in securing such materials.

The Subrecipient shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Agreement.

28. COMPLIANCE WITH ALL LAWS AND REGULATIONS

The Subrecipient shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to including, without limitation, those applicable to conflict of interest and collusion. Subrecipient is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may in any way affect the services provided pursuant to this Agreement.

29. SCRUTINIZED COMPANIES

(A) As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725.

Pursuant to F.S. 287.135(3)(b), if Subrecipient is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Agreement may be terminated at the option of the County.

(B) **When contract value is greater than $1 million:** As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subconsultants and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by Subrecipient, this Agreement may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Agreement renewal, if applicable.

30. SUCCESSORS AND ASSIGNS

The County and the Subrecipient each binds itself and its successors and assigns to the other party and to the successors and assigns of such other party, in respect to all covenants of this Agreement.

31. INDEBTEDNESS

The Subrecipient shall not pledge the County's credit or attempt to make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Subrecipient further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

32. PUBLIC ENTITY CRIMES

As provided in F.S. 287.133, by entering into this Agreement or performing any work in furtherance hereof, the Subrecipient certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty six (36) months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

33. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Chapter 2 – Article XII, as may be amended. The Inspector General's authority includes, but is not limited to, the power to review past, present and proposed County Agreements, contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Subrecipient, its officers, agents, employees, and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Chapter 2 – Article XII, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

34. REMEDIES

This Agreement shall be governed by the laws of the State of Florida. Any legal action necessary to enforce the Agreement will be held in a state court of competent jurisdiction located in Palm Beach County, Florida. Unless provided otherwise herein, 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, 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. No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or the Subrecipient.

35. SOURCE OF FUNDING

The County's performance and obligation to pay under this Agreement for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Board of County Commissioners. In addition, this Agreement and all obligations of County hereunder are subject to and contingent upon receipt of funding from HUD for the purposes provided for herein. Nothing in this Agreement shall obligate the County to provide funding from any other source, including, but not limited to, funds from the County's annual budget and appropriations.

36. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, F.S., if the Subrecipient: (i) provides a service; and (ii) acts on behalf of the County as provided under Section 119.011(2) F.S., the Subrecipient shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Subrecipient is specifically required to:

A. Keep and maintain public records required by the County to perform services as provided under this Agreement.

B. 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. The Subrecipient further agrees that all fees, charges and expenses shall be determined in accordance with Palm Beach County PPM CW-F-002, Fees Associated with Public Records Requests, as it may be amended or replaced from time to time.

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 Agreement term and following completion of the Agreement, if the Subrecipient does not transfer the records to the County.

D. Upon completion of the Agreement the Subrecipient shall transfer, at no cost to the County, all public records in possession of the Subrecipient unless notified by County's representative/liaison, on behalf of the County's Custodian of Public Records, to keep and maintain public records required by the County to perform the service.

If the Subrecipient transfers all public records to the County upon completion of the Agreement, the Subrecipient shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Subrecipient keeps and maintains public records upon completion of the Agreement, the Subrecipient shall meet all applicable requirements for retaining public records.

All records stored electronically by the Subrecipient must be provided to County, upon request of the County's Custodian of Public Records, in a format that is compatible with the information technology systems of County, at no cost to County.

Failure of the Subrecipient to comply with the requirements of this article shall be a material breach of this Agreement. County shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Subrecipient acknowledges that it has familiarized itself with the requirements of Chapter 119, F.S., and other requirements of state law applicable to public records not specifically set forth herein.

IF THE SUBRECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE SUBRECIPIENT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT RECORDS REQUEST, PALM BEACH COUNTY PUBLIC AFFAIRS DEPARTMENT, 301 N. OLIVE AVENUE, WEST PALM BEACH, FL 33401, BY E-MAIL AT RECORDSREQUEST@PBC.GOV OR BY TELEPHONE AT 561-355-6680.

37. COUNTERPARTS OF THE AGREEMENT

This Agreement, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively one and the same Agreement. The County may execute the Agreement through electronic or manual means. Subrecipient shall execute by manual means only, unless the County agrees otherwise. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

38. E-VERIFY EMPLOYMENT ELIGIBILITY

Subrecipient warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of Subrecipient's contractors, subcontractors and or subconsultants performing the duties and obligations of this Agreement are registered with the E-Verify System, and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

Subrecipient shall obtain from each of its contractors, subcontractors and or subconsultants an affidavit stating that the contractor, subcontractor and or subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Subrecipient shall maintain a copy of any such affidavit from a contractor, subcontractor and or subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

County shall terminate this Agreement if it has a good faith belief that Subrecipient has knowingly violated Section 448.09(1), Florida Statutes, as may be amended. If County has a good faith belief that Subrecipient's contractor, subcontractor and or subconsultant has knowingly violated section 448.09(1), Florida Statutes, as may be amended, County shall notify Subrecipient to terminate its contract with the contractor, subcontractor and or subconsultant and Subrecipient shall immediately terminate its contract with the contractor, subcontractor and or subconsultant.

If County terminates this Agreement pursuant to the above, Subrecipient shall be barred from being awarded a future Agreement by County for a period of one (1) year from the date on which this Agreement was terminated. In the event of such Agreement termination, Subrecipient shall also be liable for any additional costs incurred by County as a result of the termination.

39. CDBG SPECIFIC REQUIREMENTS

A. Compliance: The Subrecipient shall comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG), including subpart K of these

regulations, except that (1) the Subrecipient does not assume the County's environmental responsibilities described in 24 CFR 570.604 and (2) the Subrecipient does not assume the County's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

This Agreement is not to substitute for or replace existing or planned projects or activities of the Subrecipient. The Subrecipient agrees to maintain a level of activities and expenditures, planned or existing, for projects similar to those being assisted under this Agreement, which is

not less than that level existing prior to this Agreement. **The Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.**

B. Evaluation and Monitoring: The Subrecipient agrees that DHED will carry out periodic monitoring and evaluation of activities as determined necessary by DHED or the County. Any disbursement of funds, or the continuation of this Agreement is dependent upon satisfactory evaluation conclusions based on the terms of this Agreement. Due to the regulatory requirements, the performance requirements of this Agreement, and as detailed in Exhibit "A" will be closely monitored by DHED. **Substandard performance, as determined by DHED, will constitute noncompliance with this Agreement**.

The Subrecipient agrees to furnish upon request to DHED, the County, or the County's designees copies of transcriptions of such records and information as is determined necessary by DHED or the County. The Subrecipient shall submit status reports required under this Agreement on forms approved by DHED to enable DHED to evaluate progress. The Subrecipient shall provide information as requested by DHED to enable DHED to complete reports required by the County or HUD. The Subrecipient shall allow DHED, the County, or HUD to monitor the Subrecipient on site. Such visits may be scheduled or unscheduled as determined by DHED or HUD.

Upon request, DHED shall provide a monitoring checklist which contains the minimum monitoring measures to be used by the County and is similar to the formal checklist the County will use during its formal monitoring visit(s). Other measures of monitoring may also be utilized.

C. Program Income: The Subrecipient shall report annually to DHED all program income (as defined at 24 CFR 570.500(a)) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the Subrecipient at the end of the contract period. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the Subrecipient.

D. Opportunities: To the greatest extent feasible, lower-income residents of the Project areas shall be given opportunities for training and employment; and to the greatest extent feasible, eligible business concerns located in or owned in substantial part by persons residing in the Project areas shall be awarded contracts in connection with the Project.

The Subrecipient shall comply with the Section 3 Clause of the Housing and Community Development Act of 1968. In the procurement of supplies, equipment, construction, or services to implement this Agreement, the Subrecipient shall make a positive effort to utilize small business and minority/women-owned business enterprises for supplies and services, and provide these sources the maximum feasible opportunity to compete for contracts to be performed pursuant to this Agreement.

To the maximum extent feasible, these small business and minority/women-owned business enterprises shall be located in or owned by residents of the CDBG areas designated by Palm Beach County in the Consolidated Plan approved by HUD.

E. Citizen Participation: The Subrecipient shall cooperate with DHED in the implementation of the Citizen Participation Plan, as defined by HUD, by establishing a citizen participation process to keep residents and/or clients informed of the activities the Subrecipient is undertaking in carrying out the provisions of this Agreement. Representatives of the Subrecipient shall attend meetings and assist in the implementation of the Citizen Participation Plan, as requested by DHED.

F. Reduction in funding: In the event the grant to the County under Title I of the Housing and Community Development Act of 1974 (as amended) is reduced, suspended, or terminated by HUD, this Agreement will be amended, or terminated as provided herein, to reflect the funding reductions imposed by HUD and the reduction in the number of beneficiaries commensurate with the revised funding level.

G. Drug-Free Workplace: The Subrecipient shall provide a drug and alcohol free environment by developing policies and carrying out a drug-free program in compliance with the Drug-Free Workplace Act of 1988.

H. Religious Activities: CDBG funds may be used by religious organizations or on property owned by religious organizations only in accordance with provisions specified in 24 CFR 570.200(j), and only with prior written approval from DHED. The Subrecipient agrees that funds provided under this Agreement will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization.

I. Discharge of Beneficiaries: The Subrecipient agrees to develop and implement to the maximum extent practical and, where appropriate, written policies and protocols for the discharge of persons from publicly funded institutions or systems of care (such as health care facilities, foster care or other youth facilities, or corrections programs and institutions) in order to prevent such discharge from immediately resulting in homelessness for such persons. In lieu of developing written policies, the Subrecipient may adopt an existing countywide discharge plan, with approval from DHED.

40. INCORPORATION BY REFERENCE

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference. To the extent of a conflict between the terms of this Agreement and Exhibit "A", the terms of the Agreement shall govern. To the extent that any provision of this Agreement or any Exhibit conflict with the terms of 2CFR Part 200 as shown in Exhibit "B", the terms of Exhibit "B" shall govern.

41. ENTIRE UNDERSTANDING

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

WITNESS our Hands and Seals on this _____ day of _____, 20___.

(SUBRECIPIENT SEAL BELOW)

TOWN OF LAKE PARK

By: _____
Roger D. Michaud, Mayor

By:_____
Vivian Mendez, Town Clerk

By: _____
Richard J. Reade, Town Manager

By: _____
Attorney for Subrecipient
(Signature Optional)

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Agreement on behalf of the County.

PALM BEACH COUNTY, FLORIDA, a
Political Subdivision of the State of Florida
For its BOARD OF COUNTY COMMISSIONERS

By: _____
Jonathan B. Brown, Director
Dept. of Housing & Economic Development

Approved as to Form and
Legal Sufficiency

By: _____
Howard J. Falcon III
Chief Assistant County Attorney

Approved as to Terms and Conditions
Dept. of Housing & Economic Development

By: _____
Deputy Director

EXHIBIT "A"

CAPITAL IMPROVEMENT PROJECT SCOPE OF WORK

A. PROJECT SCOPE: The scope of work for the **Kelsey Park Splash Pad** (**"**Project") shall include, but not be limited to the design and construction of an outdoor Splash Pad within the Kelsey Park, to implement required water supply, drainage, water treatment system, sidewalks, concrete pad, slip-resistant finish, interactive features, Splash-Pad equipment and components, landscaping and other deliverables deemed necessary. Improvements typical of Water Park improvement type projects are deemed eligible, along with restoration of areas disturbed by the installation of the above improvements. The scope of the herein improvements may be modified based on the availability of CDBG and/or other funds.

Project Area: The proposed location of the improvements noted herein is as follows:

- Improvements are located at **701 Lake Shore Drive, Lake Park, FL 33403**.

The exact geographic limits of the project may be more or less than the area noted above depending on the availability of CDBG and local funds and the bid pricing.
The procurement process and contract award for all goods and services shall be in compliance with the Town's Procurement Code, 2 CFR Parts 184 and 200 and all regulations applicable to CDBG funding and this Agreement.

B. BENEFICIARIES
The project shall meet the CDBG National Objective of benefitting Low and Moderate Income Persons per 24 CFR 570.208(a)(1) - Area Benefit, for a period of not less than five (5) years after completion of the project.

The project is located in a HUD entitlement Town, and therefore, at least fifty-one percent (51%) of the beneficiaries of the CDBG-assisted facility must reside in the County's Urban County Program jurisdiction. The Urban County Program jurisdiction is defined as the unincorporated area of Palm Beach County and all municipalities within the corporate bounds of Palm Beach County, excluding the municipalities of Boca Raton, Boynton Beach, Delray Beach, Jupiter, Pahokee, Palm Beach Gardens, Wellington, and West Palm Beach.

C. PROFESSIONAL SERVICES: The Subrecipient, using its own resources, may retain a Florida professional consultant to provide design services to create plans and specifications for the **construction of the outdoor Splash Pad Project, located within Kelsey Park along Lake Shore Drive at the eastern border of the Town of Lake Park, and adjacent to the Intracoastal waterway.** Additionally, the Subrecipient and consultant shall prepare, obtain and review bids, prepare contract documents, inspect work in progress, recommend payment to contractors, and provide other professional services customarily provided by similar professionals for this type of project. The consultant shall also coordinate the design and construction work with the asbestos abatement contractor, should abatement become necessary.

Alternatively, the Subrecipient shall have the option of performing any portion of the consultant's services described above by its own staff provided such staff possess the necessary competency to do so. All costs associated with the above services shall be paid for by the Subrecipient.

D. PROCUREMENT AND CONSTRUCTION

The procurement process and contract award for all goods and services shall be in compliance with 2 CFR Parts 184 and 200 and all regulations applicable to CDBG funding and this Agreement. In the event specifications for goods, services and or construction activities are required, the following shall apply:

All construction work shall be included under one contract. The Subrecipient shall prepare a bid package complete with drawings, specifications, and any items required for a competitive bid of the project in accordance with Florida Statutes 255.0525 Advertising for competitive bids or proposals.

(1) The bid process shall not allow for any local procurement preferences with regard to contract award:

a. **The Subrecipient's advertisement for bid shall contain language noting that the project is federally funded through funds provided by Palm Beach County via the US Department of HUD, and that Davis-Bacon and Related Acts and wage rates apply. The advertisement shall also encourage participation by MBE/WBE, Section 3 businesses, meet requirements of the Build America, Buy America Act (2 CFR Part 184) and the Uniform Administrative Requirements (2 CFR Part 200)**.

b. **Prior to issue of the advertisement for bid, DHED may request that the Subrecipient submits to DHED a copy of the bid document package for review to determine compliance with 2 CFR Parts 184 and 200 and all regulations applicable to CDBG funding and this Agreement.**

c. **Following the bid process, the Subrecipient shall submit a copy of bid package to DHED including any addendums, documentation regarding any protests filed regarding the bids, a notice of contract award and a copy of the executed construction contract.**

d. **Prior to the Subrecipient's first reimbursement, DHED shall review the Subrecipient's bid process and contract award to determine compliance with all regulations applicable to CDBG funding and this Agreement.**

(2) Should the Subrecipient use a brand name or multiple brand names in its bid package/drawings/ specifications for this project, then these documents shall:

(a) Clearly note that specified brand name(s) are used for descriptive purposes only,
(b) State that "approved equal" equipment or materials may be accepted, and
(c) Identify the minimum requirements to establish equality.

(3) The Subrecipient shall prioritize the work in the project, and shall bid such work in a manner that requires the receipt of itemized costs from bidders. This would then allow the award of items that can be funded by the budget provided that the extent of work awarded will result in a functioning facility in the opinion of DHED.

(4) The Subrecipient shall not award the construction contract for the project until sufficient funding is available to complete the established scope of work.

(5) Should the amount of eligible costs exceed the amount to be funded by the County through this Agreement, then the Subrecipient shall fund all amounts in excess of the amount to be funded by the County.

(6) The Subrecipient shall inform DHED of any environmental findings or conditions discovered during project implementation. Applicable mitigation measures must be incorporated into the project by the Subrecipient in order to proceed with the project. Such mitigation measures may affect the total project cost. Where funds are not available from the CDBG allocation contained herein, the Subrecipient shall be responsible for all costs of mitigation.

(7) The Subrecipient shall recognize Palm Beach County as a funding participant in the project's implementation and shall affix the County's logo to any project sign on the project site during the construction process. The Subrecipient shall also acknowledge the County's participation whenever the situation presents itself.

The Subrecipient further agrees that DHED, in consultation with any parties it deems necessary, shall be the final arbiter on the Subrecipient's compliance with this Agreement's requirements and shall make the final determination of the Subrecipient's compliance with applicable regulations governing the CDBG funding of this project.

E. FUNDS REIMBURSEMENT TO SUBRECIPIENT

The County agrees to disburse a total of **$400,916**, in Grant Funds on a reimbursement basis to the Subrecipient for all budgeted costs permitted by Federal, State, and County guidelines. **The Subrecipient shall not request reimbursement for work performed and/or payments made by the Subrecipient, before the Effective Date of this Agreement, nor shall Subrecipient request reimbursement for payments made after the Expiration Date of this Agreement, and in no event shall the County provide advance funding to the Subrecipient or any contractors and/or subcontractors hereunder**.

The Subrecipient shall request reimbursements of funds from the County by submitting to DHED proper documentation of expenditures consisting of originals of invoices, receipts, or other evidence of indebtedness, and when original documents cannot be presented, the Subrecipient may furnish copies if deemed acceptable by DHED.

Each request for reimbursement submitted by the Subrecipient shall be accompanied by a letter from the Subrecipient, provided on the Subrecipient's letterhead, referencing the name of the project funded herein, the date of this Agreement and/or its document number, and containing a statement requesting the reimbursement and its amount, as well as the name and signature of the person making the request.

Reimbursement shall be made by the Palm Beach County Finance Department upon presentation of the aforesaid proper documentation of expenditures as approved by DHED.

The Subrecipient must submit written request for 100% of CDBG reimbursement no later than the 'Final Reimbursement' date as specified below. However, the Subrecipient may submit to DHED the aforesaid proper documentation of expenditures, prior to or by the Expiration Date of the Agreement and provided that DHED has determined that the funds allocated to the Subrecipient through this Agreement are still available for payment, and provided that DHED approves such payment, the Palm Beach County Finance Department shall make 'Final Reimbursement' payment as stated above.

F. PERFORMANCE REQUIREMENTS: The time-frame for completion of the outlined activities and Expiration Date of the Agreement shall be as follows:

(1) **Award Construction Contract by**:	October 31, 2025
(2) **Request 50% of CDBG funds from County by**:	March 31, 2026
(3) **Complete CDBG funded Items and/or Construction by**:	June 30, 2026
(4) **Request 100% of CDBG funds ("Final Reimbursement") by**:	July 15, 2026
(5) **CDBG Capital Improvement Agreement Expiration Date**:	September 30, 2026

If unforeseen circumstances occur that prevent the Subrecipient from meeting the performance dates and revisions are required thereto, the Subrecipient shall request, in writing, that the dates used as performance requirements listed above be revised or amended.

The County Administrator, or DHED Director may, at his/her sole discretion, revise/amend the performance dates via written notification to the Subrecipient. The Final Reimbursement Date for 100% of CDBG funds, completion of the activities herein, and the Expiration Date of the Agreement, may be revised only by an Amendment to the Agreement.

The Subrecipient may be subject to decrease and/or recapture of project funds by the County if the above Performance Requirements are not met. Failure by the Subrecipient to comply with these requirements may negatively impact Subrecipient's ability to receive future grant awards.

G. ASBESTOS REQUIREMENTS: The Subrecipient shall comply with all applicable requirements contained in Schedule "II", attached hereto, for construction work in connection with the project funded through this Agreement.

H. DAVIS-BACON AND RELATED ACTS (DBRA)

The Davis-Bacon and Related Acts applies to contractor and subcontractors performing on federally funded or assisted contracts in excess of $2000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act requires that contractors and subcontractors must pay their laborers and mechanics employed under such contracts no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

The Subrecipient shall request from the County a copy of the Requirements for Federally Funded Projects and the applicable DBRA Wage Decision for the project PRIOR to advertising the construction work. The Subrecipient shall incorporate a copy of the DBRA Wage Decision and the Final Rule Requirements for Federally Funded Projects in its bid documents and shall include these documents as part of the construction contract.

The Subrecipient shall require the contractor to include these Federal Requirements and Wage Decision(s) in all subcontracts for the work performed under the construction contract.

The Subrecipient shall perform all tasks required for DBRA compliance, including, but not limited to the following:

(1) Compliance with applicable DBRA Wage Decisions(s) or salaries per trade.
(2) Use of the Labor Compliance Reporting System (LCRS) to record work performed.
(3) Contractor and sub-contractor debarment affidavits.
(4) Obtaining contractor and subcontractor certified payrolls.
(5) Review of certified payrolls and documentation related thereto.
(6) Compliance actions for payroll related issues.
(7) Employee/worker interviews and follow-up review of certified payrolls.
(8) Ensure restitution due underpaid workers has been paid prior to project completion.

The Subrecipient shall certify, at the time they request a reimbursement from DHED that payrolls from the contractor and sub-contractors are current, have been reviewed and approved by Subrecipient staff, and that any DBRA compliance issues have been or are in the process of being resolved. The Subrecipient shall review and approve payrolls through the Labor Compliance Reporting System prior to submitting a reimbursement request to DHED. **DHED must approve release of retainage/final payment to Contractor**. The Subrecipient shall provide to DHED, certification that the project meets DBRA compliance and all workers have been paid in accordance with DBRA and all applicable federal requirements.

DHED may monitor the Subrecipient, its contractors, and subcontractors for DBRA compliance at any time, as outlined under 'County Responsibilities', of this Agreement.

I. BUILD AMERICA BUY AMERICA (BABA) ACT

Subrecipient shall comply with the requirements of the Build America, Buy America Act (BABAA), 41 USC 8301, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

Subrecipient acknowledges that any funds received by the County from HUD, subsequent to November 14, 2022 are subject to the Federal Build America, Buy America Act as described in 2 CFR Part 184 which states that the provided funds may not be used for an infrastructure project unless:

(1) all iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and

(2) All manufactured products used in the project are produced in the United States – This means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent (55%) of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States. **Subrecipient must complete and provide** all documentation related to the BABA Act, as provided by DHED.

J. REQUIRED USE OF THE LABOR COMPLIANCE REPORTING SYSTEM (LCRS)

As part of the County's commitment to assist the Subrecipient and its contractors/subcontractors to comply with legal and contractual requirements including Davis Bacon and Related Acts (DBRA) and Section 3 requirements at 24 CFR Part 75, the Department of Housing & Economic Development has established a Labor Compliance Reporting System ("LCRS") for this project. The Subrecipient's contractors/subs will no longer be required to submit paper copies of fringe benefits statements, weekly-certified payroll reports and/or work performance reports, and shall instead use the LCRS for all DBRA reporting and tracking.

The LCRS is available for use 24-hours a day, seven (7) days a week, at no cost for reporting weekly certified payrolls, labor hours on Section 3 Covered Projects, and labor compliance related documents. Utilization of this system should also prove helpful in expediting the process of reviewing payrolls, approving progress payments to contractors and reimbursement payments to Subrecipients/developers.

User Responsibilities

(1) Subrecipients, and its contractors/subs shall NOT create internet links to the Service or Frame or mirror any content on any other server or wireless or internet-based device.
(2) Subrecipient and its contractors/subs are responsible for all activity occurring under User account and shall abide by all applicable local, state, national laws, treaties and regulations in connection with the use of the service, including those related to data privacy, international communications and the transmission of technical data. The LCRS Web Address for contractors/subs use will be provided by DHED, along with Federal Requirements and Wage Decision(s).
(3) Subrecipient shall require its contractor and subs to register through the Labor Compliance Reporting System. This language shall be contained in the Subrecipient's Bid and Construction documents.
(4) Subrecipient shall require all fringe benefits statements, weekly-certified payroll reports to be submitted through the LCRS and this language shall be contained in the Subrecipient's Bid and Construction documents.

Disclaimer of Warranties for LCRS

County makes no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. County does not represent or warrant that:

(1) The use of the service will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data.
(2) The service will meet Subrecipient's requirements or expectations.
(3) Any stored data will be accurate or reliable.
(4) The quality of any products, services, information or other material purchased or obtained by Subrecipient through the service will meet Subrecipient's requirements or expectations. Errors or defects will be corrected.
(5) The service or the servers that make the service available are free of viruses or other harmful components.

All content is provided to Subrecipient strictly on an "AS IS" basis. All conditions, representations and warranties, whether expressed or implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose are hereby disclaimed by County to the maximum extent permitted by applicable law.

K. INSURANCE BY SUBRECIPIENT

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Subrecipient represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Subrecipient is not self-insured, Subrecipient shall maintain at its sole expense, in force and effect at all times during the life of this Agreement, insurance coverage and limits not less than those contained in the Statute. Should Subrecipient purchase excess liability coverage, Subrecipient agrees to include County as an Additional Insured. The Subrecipient agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

(1) **Waiver of Subrogation**: Except where prohibited by law, Subrecipient hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Subrecipient shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Subrecipient enter into such an agreement on a pre-loss basis.

(2) **Certificates of Insurance**: Prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by County, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Subrecipient shall deliver to

the County, a signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Ave, 5th Floor
West Palm Beach, FL 33406

When requested, the Subrecipient shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance. Compliance with the foregoing requirement shall not relieve the Subrecipient of its liability and obligations under this Agreement.

(3) **Right to Revise or Reject**: County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

L. INSURANCE BY SUBRECIPIENT'S CONTRACTOR

Should Subrecipient contract with a third-party (Contractor) to perform any service related to the Agreement, the Subrecipient shall require the Contractor to provide the following minimum insurance coverage at its sole expense, in full force and effect, at all times during the term of Contract and this Agreement, per the insurance coverage and limits (including endorsements) as described herein. Failure of the Subrecipient's Contractor to maintain the required insurance shall be considered default of the Contract. The requirements contained herein, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Contractor under the Contract or this Agreement.

Upon award of the construction contract, the Subrecipient's Contractor shall provide to DHED, evidence of the following minimum insurance coverage:

(1) **Commercial General Liability**: Contractor shall maintain limit of liability insurance with minimum limits of **$1,000,000** combined single limit for property damage and bodily injury per occurrence. Such policy shall be endorsed to include Subrecipient and County as Additional Insureds. Subrecipient shall also require that the Contractor include a Waiver of Subrogation against County.

(a) **Additional Insured Endorsement**: The Commercial General Liability policy shall be endorsed to include in the Description of Operations section or elsewhere: **"Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees, and Agents are listed as an Additional Insured"**. A copy of the endorsement shall be provided to County upon request.

(2) **Business Automobile Liability**: Insurance with minimum limits of **$1,000,000** combined single limits for property damage and bodily injury per occurrence. In the event the Contractor owns no automobiles, the Business Auto Liability requirement shall be amended allowing the Contractor to maintain only Hired & Non-Owned Auto Liability and shall provide either an affidavit or a letter on company letterhead signed by the Contractor indicating the Contractor does not own any vehicles and if vehicles are acquired throughout the term of the Contract, Contractor agrees to purchase "Owned Auto" coverage as of the date vehicle(s) acquired. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage.

(3) **Workers' Compensation**: Insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability.

(4) **Pollution Liability/Environmental Impairment Liability**: If applicable, due to demolition or need for removal of friable asbestos containing materials, the successful bidder shall maintain Pollution Liability or equivalent Environmental Impairment Liability, at a minimum limit of not less than One Million Dollars ($1,000,000) per occurrence providing coverage for damages including, without limitation, third-party liability, clean-up, corrective action, including assessment, remediation and defense costs. Policy will include coverage for asbestos abatement operations and disposal. When a self-insured retention or deductible amount exceeds Ten Thousand Dollars ($10,000), County reserves the right, but not the obligation, to review and request a copy of the most recent annual report or audited financial statements in evaluating successful bidder's acceptability of a higher self-insured retention or deductible in relationship to successful bidder's financial condition.

(5) **Waiver of Subrogation**: Except where prohibited by law, Contractor hereby waives any and all rights of Subrogation against the County, its officers, employees and agents for each required policy except Professional Liability. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then Contractor shall notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent.

This Waiver of Subrogation requirement shall not apply to any policy that includes a condition to the policy specifically prohibiting such an endorsement or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

(6) **Certificates of Insurance**: Prior to each subsequent renewal of this Agreement, within forty-eight (48) hours of a request by County, and subsequently, prior to expiration of any of the required coverage throughout the term of this Agreement, the Subrecipient shall deliver to the County, the Contractor's signed Certificate(s) of Insurance evidencing that all types and minimum limits of insurance coverage required by this Agreement have been obtained and are in full force and effect.

The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Department of Housing & Economic Development
100 Australian Ave, 5th Floor
West Palm Beach, FL 33406

As previously stipulated, the Subrecipient shall provide an affidavit or Certificate of Insurance evidencing Contractor's insurance, upon request. Compliance with the foregoing requirement shall not relieve the Contractor or Subrecipient of its liability and obligations under this Agreement.

(7) **Right to Revise or Reject**: County, by and through its Risk Management Department in cooperation with the contracting/monitoring department, reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements.

M. BONDING REQUIREMENTS: The Subrecipient shall comply with the requirements of 2 CFR Part 200 in regard to bid guarantees, performance bonds, and payment bonds. For contracts exceeding the current dollar amount set by the Federal Acquisition Regulation at 48 CFR subpart 2.1, which is adjusted periodically for inflation in accordance with 41 U.S.C. 1908, defined by HUD as Simplified Acquisition Threshold (SAT), the Subrecipient shall require a bid guarantee from each bidder equivalent to five percent (5%) of the bid price.

The "bid guarantee" shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. In addition, for contracts exceeding the current SAT, the Subrecipient shall also require a performance bond on the part of the contractor for 100 percent (100%) of the contract price and a payment bond on the part of the contractor for 100 percent (100%) of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract. All bonds shall be executed by a corporate surety company of recognized standing, authorized to do business in the State of Florida. The Subrecipient may follow its own requirements relating to bid guarantees, performance bonds, and payment bonds for contracts for less than the current SAT.

N. CONSTRUCTION PAYMENT RETAINAGE: Throughout the term of this Agreement, the Subrecipient shall withhold retainage upon each progress draw at the maximum percentage allowed by Florida law as specified in the construction contract. The Subrecipient shall abide by Florida law and this Agreement regarding the payment of retainage funds and project closeout procedures. The Subrecipient shall certify to DHED that the contractor and subcontractors have complied with the requirements of DBRA, that all wages and restitution due to workers has been paid, and that satisfactory project closeout documentation has been reviewed and approved by the Subrecipient prior to releasing retainage/final payment. **Subrecipient shall provide documentation to DHED and receive approval of compliance, prior to the Subrecipient releasing retainage/final payment to the Contractor.**

O. REPORTS: Upon request, the Subrecipient shall submit to DHED a detailed '**Project Report'** in the form provided as Schedule "I" to this Agreement, and any other forms as may be determined to be required by DHED.

P. USE OF THE PROJECT FACILITY/PROPERTY: The Subrecipient agrees in regard to the use of the facility/property whose acquisition or improvements are being funded in part or in whole by CDBG funds as provided by this Agreement, that for a period of five (5) years after the expiration date of this Agreement (as may be amended from time to time):

(1) The Subrecipient shall properly maintain the facility/project, and may not change the use or planned use, or discontinue use, of the facility/property (including the beneficiaries of such use) from that for which the acquisition or improvements are made, unless the Subrecipient provides affected citizens with reasonable notice of, and opportunity to comment on, any such proposed change and either:

(a) The new use of the facility/property qualifies as meeting one of the national objectives defined in the regulations governing the CDBG program, and is not a building for the general conduct of government; or
(b) The requirements of paragraph (2) of this section are met.

(2) If the Subrecipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (1) (a) of this section or discontinue the use of the facility/property, it may retain or dispose of the facility for such use if the County is reimbursed in the amount of the current fair market value of the facility/property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvements to the facility/property.

The final determination of the amount of any such reimbursement to the County under this paragraph shall be made by the County.

(3) Following the reimbursement of CDBG funds by the Subrecipient to the County pursuant to paragraph (2) above, the facility/property will then no longer be subject to any CDBG requirements.

(4) Upon DHED request, Subrecipient shall submit a certification regarding use of the project facility/property in a form provided by DHED.

The provisions of this clause shall survive the expiration or early termination of this Agreement.

Q. HUD SECTION 3 REQUIREMENTS: The Subrecipient agrees to comply with the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (12 U.S.C § 1701u) and 24 CFR Part 75, as applicable to Section 3 Covered Projects as defined by HUD, in 24 CFR Part 75.3(a)(2) when funded, in part or in whole, through this Agreement and awarded for Section 3 Covered Projects.

For purposes of this Agreement, the requirements of Section 3 Covered Projects shall apply to the construction contract with the prime contractor covering all construction work associated with the Project, all subcontracts arising from said construction contract, (excluding licensed professional services contracts) entered into after November 30, 2020.

Section 3 Reporting Requirements: All Labor hours for a Section 3 Covered Project; all labor hours for Section 3 Workers; and all labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75, shall to be reported to the County through the Labor Compliance Reporting System (LCRS) throughout the Section 3 Covered Project. See Exhibit "A" - Section (D): Required Use of the Labor Compliance Reporting System (LCRS).

Additional Section 3 reporting requirements: In the event Section 3 benchmark goals identified in 24 CFR Part 75 are not met at completion of a Section 3 Covered Project, the Subrecipient must also submit a written report to the County on the qualitative nature of its activities and those of its contractors and subcontractors pursued per 24 CFR Part 75.

Section 3 Clause: The Subrecipient shall include the following, referred to as the "**Section 3 Clause",** in every solicitation and every contract and subcontract issued after November 30, 2020, for every Section 3 Covered Project:

Section 3 Clause

(i) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (12 U.S.C. §170 1u), final rule requirements for CDBG, and 24 CFR Part 75. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 are to the greatest extent feasible directed to low-and very low-income persons, particularly those who are recipients of HUD assistance for housing. Section 3 applies to training or employment arising in connection with HUD-funded housing rehabilitation, housing construction, or other public construction projects, and any contracting opportunities arising in connection with both public housing and other Section 3 projects. These opportunities are, to the greatest extent feasible, required to be given to low- and very low-income persons and business concerns that provide economic opportunities to low- or very low-income persons.

The Section 3 Clause provides that total labor hours for the project shall be reported; labor hours for Section 3 Workers shall be reported; and labor hours for Section 3 Targeted Workers as defined in 24 CFR Part 75 shall be reported by the Subrecipient, to the County for submittal to the Department of Housing and Urban Development.

(ii) The contractor agrees to include this Section 3 Clause in every subcontract on a Section 3 Project subject to compliance with regulations in 24 CFR Part 75.

(iii) Non-compliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted projects.

R. ENVIRONMENTAL CONDITIONS: The County shall perform an Environmental Review (ER) of the project to assess existing conditions and identify all potential environmental impacts, whether beneficial or adverse, and any required conditions or mitigation measures that the Subrecipient must consider in the design and implementation of the project. The Subrecipient acknowledges that construction may not start until DHED notifies the Subrecipient of the results of the ER and the Release of Funds from HUD. Where applicable, the Subrecipient shall submit to DHED a plan of action and an implementation schedule for complying with any identified conditions requiring mitigation. Where applicable, mitigation measures shall be included in the bid documents. The Subrecipient shall comply with all requirements established by the County emanating from the completion of the ER.

ER costs incurred by the County may be charged to the project identified above. In addition, the Subrecipient shall immediately inform DHED of any environmental findings or conditions discovered during activity implementation, and agrees that applicable mitigation measures, subject to DHED approval, shall be incorporated in order to proceed with the project.

The Subrecipient acknowledges that such mitigation measures may affect the total project cost and that Subrecipient may be responsible for implementation of corrective actions and the costs associated therewith.

S. COUNTY RESPONSIBILITIES

(1) Provide funding for the above-specified improvements as described in the "Project Scope", during the term of this Agreement, in the amount of **$400,916**. However, the County shall not be obligated to provide any funding for the construction work until the Subrecipient provides documentation showing that sufficient funds are available to complete the project.

(2) County reserves the right to withhold funding for the construction work until the Subrecipient provides documentation showing that Subrecipient's construction contract has been procured in compliance with applicable requirements for the CDBG funds provided under this Agreement.

(3) Provide technical assistance to the Subrecipient when requested, or as determined by DHED.

(4) Monitor the Subrecipient at any time during the term of this Agreement. Visits may be announced or unannounced, as determined by DHED, and will serve to ensure compliance with HUD regulations that planned activities are conducted in a timely manner, and to verify the accuracy of reporting to DHED on program activities.

(5) Allowable costs that may be paid by the County under this Agreement in addition to those stated in Exhibit "A' – Scope of Work, Section A. above:

(a) Costs of asbestos surveys, asbestos abatement, and abatement monitoring.

(b) Costs of any other services customarily associated with projects of the nature of the project contemplated by this Agreement.

The County shall review requests by the Subrecipient for expenditures on the above items prior to undertaking the services associated with them, and approve any such expenditure it deems appropriate for this project.

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SCHEDULE "I"

PROJECT REPORT

Reporting Period:	**Month**		**Year**	
Subrecipient/Participant:				
Project Name & Location:				
Agreement/ MOU & Date				
Revisions/ Amendments & Date				

A. Agreement/ MOU Expenditure Requirements (Cumulative)		
	$0.00	
50% benchmark	$0.00	
100% benchmark	$0.00	*Total DHED Funding Amount*

B. Reimbursement/Disbursement/Payment/Draw Requests

1. Enter information in the BLUE cells only.
2. In Column C, enter the projected amount to be requested. Projections should meet the benchmarks of the County agreement.
3. In Column D, enter the actual amount that was requested.

A	B	C	D	E	F
Reporting Period	**Cumulative Requirement per Agreement**	**Amount Requested per month (Projected)**	**Amount Requested per month (Actual)**	**Cumulative Reimb Request (Actual)**	**Funding Balance Remaining**
Oct-25				0.00	0.00
Nov-25				0.00	0.00
Dec-25				0.00	0.00
Jan-26				0.00	0.00
Feb-26				0.00	0.00
Mar-26				0.00	0.00
Apr-26				0.00	0.00
May-26				0.00	0.00
Jun-26				0.00	0.00
Jul-26				0.00	0.00
Aug-26				0.00	0.00
Sep-26				0.00	0.00
Oct-26				0.00	0.00
Nov-26				0.00	0.00
Dec-26				0.00	0.00
Jan-27				0.00	0.00
TOTAL FUNDING		0.00	0.00		
difference to total funding		$0.00	$0.00		

PROJECT REPORT (CONT'D)

C. Amounts Budgeted/ Expended to date:				
Enter all funding sources for the project including non-DHED funds.				
Funding Source	**$ Budgeted**	**$ Expended**	**Percentage Expended**	**Requested for Reimbursement**
DHED Funds (Specify Program)	$0.00	$0.00		$0.00
Other Funds (Specify)				
Other Funds (Specify)				
Other Funds (Specify)				
Total	**$0.00**	**$0.00**		

D. Describe any changes in funding amounts or sources of funds.

E. Performance Requirements				
Enter the projected and actual dates for each Performance Benchmark. For benchmarks with a "Required Date", enter Y or N in the "Benchmark Met" column to indicate whether the required date was met.				
Benchmark	**Required Date**	**Projected Date**	**Actual Date**	**Benchmark Met Y/N**
Start Design				
Complete Design				
Advertisement Date				
Bid Opening Date				
Contract Award Date				
Submit 50% Reimbursement Request				
Complete Construction				
Submit 100% Reimbursement Request				

F. Describe any project planning/ schedule/ design/ procurement/ construction during this reporting period.

G. Report prepared by:		
Name:		**Signature:**
Phone:		
Date:		

Send report to: Bud Cheney or Project Coordinator, CIREIS Division
Housing & Economic Development
100 Australian Ave, Suite 500
West Palm Beach, FL 33406

SCHEDULE "II"

ASBESTOS REQUIREMENTS
SPECIAL CONDITIONS FOR DEMOLITION AND RENOVATION OF BUILDINGS

The provisions of this part apply to all demolition and renovation work contemplated in this Agreement and described in Exhibit "A" of this Agreement.

I. DEFINITIONS

ACBM: Asbestos Containing Building Materials
AHERA: Asbestos Hazard Emergency Response Act
EPA: Environmental Protection Agency
FLAC: Florida Licensed Asbestos Consultant
FRSA: Florida Roofing Sheet Metal and Air Conditioning Contractors Association
DHED: Palm Beach County Department of Housing and Economic Development
NESHAP: National Emission Standards for Hazardous Air Pollutants
NRCA: National Roofing Contractors Association
NVLAP: National Voluntary Laboratory Accreditation Program
OSHA: Occupational Safety and Health Administration
PBCAC: Palm Beach County Asbestos Coordinator (in Risk Management)
PLM: Polarized Light Microscopy
RACM: Regulated Asbestos Containing Materials
RFCI: Resilient Floor Covering Institute
TEM: Transmission Electron Microscopy

II. ASBESTOS SURVEYS

All properties scheduled for renovation or demolition are required to have a comprehensive asbestos survey conducted by a Florida Licensed Asbestos Consultant (FLAC). The survey shall be conducted in accordance with AHERA guidelines. Analysis must be performed by a NVLAP accredited laboratory.

For Renovation Projects (projects which will be reoccupied):

- Point counting must be conducted for all asbestos containing building materials ACBM) indicating less than 1% asbestos by PLM analysis. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
    1. Assume the material is greater than 1% and treat it as RACM, or
    2. Require verification by point counting
- Samples of resilient vinyl floor tile indicating asbestos not detected must be confirmed by transmission electron microscopy (TEM)
- Joint compound shall be analyzed as a separate layer.
- Roofing material shall be sampled only if a renovation requires the roof to be disturbed. (In lieu of sampling the roof, it will be presumed to contain asbestos)

For Demolition Projects:

- Point counting should be conducted for all "friable" ACBM indicating less than 1% asbestos by PLM analysis. This includes joint compounds (to be analyzed as a separate layer and vinyl asbestos tile. If the asbestos content by PLM is less than 10%, the building owner/operator can elect to:
    1. Assume the material is greater than 1% and treat it as RACM, or
    2. Require verification by point counting
- Composite sample analysis is permitted for drywall systems (combining the drywall and joint compound constituents)
- All Category I and II non-friable materials, as defined in EPA/NESHAP, shall be sampled to determine asbestos content.
- Roof materials shall be presumed to be asbestos containing.

If the Subrecipient has a recent asbestos survey report prepared by a Florida Licensed Asbestos Consultant, a copy may be provided to DHED for review by the PBCAC to determine if the survey is adequate to proceed with renovation/demolition work. If no survey is available, a survey may be initiated by the Subrecipient or requested by DHED. A copy of the completed survey will be forwarded to the Subrecipient and PBCAC

III. ASBESTOS ABATEMENT

A. RENOVATION

(a) Prior to a renovation, all asbestos containing materials that will be disturbed during the renovation, must be removed by a Florida Licensed Asbestos Contractor (FLAC) under the direction of a FLAC prior to demolition. Exceptions may be granted by DHED prior to the removal, (such as asbestos containing roofs, transite pipe). The Subrecipient must obtain approval for all exceptions from DHED. DHED will request the PBCAC to review and approve all exceptions.

(b) Asbestos abatement work may be contracted by the Subrecipient or by DHED upon request.

(c) If the Subrecipient contracts the asbestos abatement, the following documents are required to be provided to the DHED and the PBCAC

1. An Asbestos Abatement Specification (Work Plan), sealed by a FLAC.
2. Pre and Post Job submittals, reviewed and signed by the FLAC

(d) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.

(e) Materials containing <1% asbestos are not regulated by EPA/NESHAPS. However, OSHA compliance is mandatory. OSHA requirements including training, wet methods, prompt cleanup in leak tight containers, etc.

The renovation contractor must comply with US Dept of Labor, OSHA Standard Interpretation (OSHA), "Compliance requirements for renovation work involving material containing <1% asbestos", dated 11/24/2003. The renovation contractor must submit a work plan to DHED and PBCAC prior to removal of the materials.

B. DEMOLITION

All "friable" ACBM must be removed by a Florida Licensed Asbestos Contractor under the direction of an FLAC prior to demolition. Examples of friable materials include: popcorn ceiling finish, drywall systems, felt or paper-backed linoleum, resilient floor tile and mastic which is not intact, asbestos containing joint compound, asbestos cement panels/pipes/shingles ("transite"), etc.

Intact resilient tile and mastic and intact asbestos roofing materials, may be demolished with the structure, using adequate controls (e.g. Wet method) by a demolition contractor provided the contractor is made aware of the asbestos containing materials and exercises adequate control methods/techniques (wet methods, etc.). In all cases, demolition work should be monitored by a FLAC to ensure proper control measures and waste disposal. Any exceptions to these guidelines shall be requested through and approved by DHED prior to the removal (such as asbestos containing roofs, transite pipe). Exceptions may be granted by DHED prior to the removal, (i.e., asbestos containing roofs, transite pipe). The Subrecipient must obtain approval for all exceptions from DHED and the PBCAC

(a) Asbestos Abatement work may be contracted by the Subrecipient or by DHED upon request.

(b) If the Subrecipient contracts the asbestos abatement, the following documents must be provided to the PBC/DHED and reviewed by the PBCAC.

1. An Asbestos Abatement Specification (Work Plan), sealed by a FLAC.
2. Pre and Post Job submittals, reviewed and signed by the FLAC.

(c) If the Subrecipient requests DHED to contract the asbestos abatement, DHED will initiate the request through the PBCAC who will contract the asbestos abatement. DHED will provide a copy of all contractor and consultant documents to the Subrecipient.

(d) Recycling, salvage or compacting of any asbestos containing materials or the substrate is strictly prohibited.

(e) In all cases, compliance with OSHA "Requirements for demolition operations involving material containing <1% asbestos" is mandatory.

(f) For all demolitions involving asbestos containing floor tile, asbestos containing roofing material and materials containing <1%, the Demolition Contractor shall submit the following documents to DHED. DHED will provide a copy of these documents to PBCAC:

1. Signed statement that the demolition contractor has read and understood the requirements for complying with EPA, OSHA, and the State of Florida Licensing regulations for demolition of structures with asbestos materials.

2. Submit a plan for the demolition of asbestos containing roofing and floor tile. State if these materials are likely to remain intact. Include in the plan what shall occur if materials become "not intact."

3. Submit a plan for compliance with OSHA requirements such as but not limited to: competent person, establishing a regulated area, asbestos training of workers, respiratory protection, use of disposable suits, air monitoring, segregation of waste, containerizing asbestos waste, waste disposal.

(g) If materials are discovered that are suspected asbestos materials that were not previously sampled, stop all work that will disturb these materials and immediately notify DHED.

IV. NESHAP NOTIFICATION

A. RENOVATION

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos activity that involves removal of regulated asbestos containing material, including linoleum, greater than 160 square feet or 260 linear feet or 35 cubic feet. For lesser quantities, the Subrecipient (or its contractor) shall provide a courtesy notification to the Palm Beach County Health Department at least ten (10) working days prior to an asbestos renovation. The removal of vinyl asbestos floor tile and linoleum shall be considered regulated. Asbestos roof removal requires a notification at least three (3) working days prior to the removal.

B. DEMOLITION

A NESHAP form must be prepared by the Subrecipient or its Contractor and submitted to the Palm Beach County Health Department at least ten (10) working days prior to the demolition for projects demolished by the Subrecipient.

C. NESHAP FORM

The NESHAP form is available online through the Florida Department of Environmental Regulations. The notification shall be sent return receipt requested to the address shown below, with a copy to DHED. DHED shall provide a copy to the PBCAC. All fees shall be paid by the Subrecipient.

Palm Beach County Department of Health
Asbestos Coordinator
800 Clematis Street, Post Office Box 29
West Palm Beach, Florida 33402

V. APPLICABLE ASBESTOS REGULATIONS/GUIDELINES

The Subrecipient, through its demolition or renovation contractor, shall comply with the following asbestos regulations/guidelines. This list is *not* all inclusive:

(a) Environmental Protection Subrecipient (EPA) NESHAP, 40 CFR Parts 61 Subpart M National Emission Standard for Asbestos, revised July 1991

(b) Occupational Safety & Health Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101

(c) EPA: A Guide to Normal Demolition Practices under the Asbestos NESHAP, September 1992

(d) Demolition practices under the Asbestos NESHAP, EPA Region IV

(e) Asbestos NESHAP Adequately Wet Guidance

(f) Florida State Licensing and Asbestos Laws
1. Title XVIII, Chapter 255, Public property and publicly owned buildings.
2. Department of Business and Professional Regulations, Chapter 469 Florida Statute, Licensure of Asbestos Consultants and Contractors.

(g) Resilient Floor Covering Institute (RFCI), Updated Recommended Work Practices and Asbestos Regulatory Requirements, September 1998, or current version.

(h) Florida Roofing Sheet Metal and Air Conditioning Contractors Association (FRSA), June 1995, or current version.

(i) US Department of Labor, OSHA Standard Interpretation
1. Application of the asbestos standard to demolition of buildings with ACM in Place, dated 8/26/2002.
2. Requirements for demolition operations involving material containing <1% asbestos, dated 8/13/1999.
3. Compliance requirements for renovation work involving material containing <1% asbestos, dated 11/24/2003.

SCHEDULE "III"

PROJECT BUDGET

ORGANIZATION: Town of Lake Park PROGRAM: CAPITAL IMPROVEMENTS - Outdoor Splash Pad at Kelsey Park FY 2024-2025 PALM BEACH COUNTY CDBG					CONTACT NAME: Merrell Angstreich TITLE: Grant Writer/Chief Public Information Officer PHONE: 561-882-1819				
A. CAPITAL IMPROVEMENTS									
Project Deliverables	% Alloc to Program	**County CDBG Funding**	% Alloc to Program	**Town Funding**	% Alloc to Program	**Town CRA Funding**	% Alloc to Program	**TOTAL**
Planning, Design & Engineering	0%	$25,000	0%	$0	0%	$0	0%	$25,000
Site Development:								
Clearing & Pad Construction	0%	$15,000	0%	$0	0%	$0	0%	$15,000
Drainage	0%	$15,000	0%	$0	0%	$0	0%	$15,000
Water Supply	0%	$65,000	0%	$0	0%	$0	0%	$65,000
Electrical & Lighting	0%	$0	0%	$0	0%	$0	0%	$0
Site Sidewalks	0%	$20,000	0%	$0	0%	$0	0%	$20,000
Amenities (Benches/Trash Cans/Signag	0%	$0	0%	$10,000	0%	$0	0%	$10,000
Construction:								
Permitting (Town Waived)	0%	$0	0%	$0	0%	$0	0%	$0
Splash Pad Equipment & Components	0%	$220,916	0%	$0	0%	$0	0%	$220,916
Concrete Pad	0%	$25,000	0%	$0	0%	$0	0%	$25,000
Finish Surface at Pad	0%	$15,000	0%	$0	0%	$0	0%	$15,000
Sub-Total		**$400,916**		**$10,000**		**$0**		**$410,916**
TOTAL PROGRAM BUDGET		**$400,916**		**$10,000**		**$0**		**$410,916**

EXHIBIT "B"

COMMUNITY DEVELOPMENT BLOCK GRANT FEDERAL PROVISIONS AND CERTIFICATIONS INCLUDING 2 CFR Part 200 Appendix II

For purposes of this Exhibit "B" Subrecipient shall also be defined as Contractor

1. Equal Opportunity.

Contractor shall at all times comply with the provisions of 41 CFR 60-1.4(b), the Equal Opportunity Clause, which is incorporated herein by reference.

During the performance of this Agreement, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The contractor will not discharge or in any manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(d) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided the agency contracting officer ,advising the said labor union or workers' representatives of the contractor's commitments under this section 202 of the Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The contractor and all subcontractors of contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering Subrecipient, the contracting agency, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering Subrecipient as may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering Subrecipient, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

2. <u>Contract Work Hours and Safety Act</u> (40 U.S.C. § 3702 and 3704).

Contractor shall comply with the Contract Work Hours and Safety Act (for contracts in excess of $100,000 that involve the employment of mechanics or laborers and subject to the overtime provisions) in accordance to 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 and 29 C.F.R. Part 1926.

(a) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such work week unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of $33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) Withholding for unpaid wages and liquidated damages. The County may, upon its own action, or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from the contractor, so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities, any moneys payable on account of work performed by the contractor or subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) of this section or any other Federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

(d) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (a) through (d) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (a) through (d) of this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

3. <u>Clean Air Act Clean Water Act (for contracts exceeding $150,000).</u>

(a) Clean Air Act (Contracts in excess of $150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

(b) Federal Water Pollution Control Act (Contracts in excess of $150,000)

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the U.S. HUD and the appropriate Environmental Protection Subrecipient Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by the U.S. HUD.

4. Suspension and Debarment (Certification required).

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 31 C.F.R. pt. 19. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C, in addition to remedies available to County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 31 C.F.R. pt. 19 subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

A completed Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Participation form (attached hereto and titled Certification Regarding Debarment) is required in Contractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

5. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 and 31 CFR Part 21 (Certification required).

Contractors who apply or bid for or receive an award of $100,000 or more at any tier under a federal grant shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Subrecipient, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding Subrecipient.

A completed certificate (attached hereto and titled Certification Regarding Lobbying) is required in Contractor's sealed bid or proposal or as otherwise required by the County. Upon request, successful Contractor agrees to provide the County with subsequent certification(s) for it and/or its suppliers, subcontractors and subconsultants after Contract award.

6. Recovered Materials.

Under the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. 6962, as implemented at 40 CFR part 247 and in the performance of this Agreement, the Contractor shall make maximum use of recommended practices and products containing recovered materials that are EPA designated items unless the product cannot be acquired:

(a) Competitively within a timeframe providing for compliance with the contract performance schedule;
(b) Meeting contract performance requirements; or
(c) At a reasonable price.

Information about this requirement along with a list of EPA-designated items is available at EPA's Comprehensive Procurement Guidelines web site:
https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

7. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

(a) Definitions.

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means: the People's Republic of China

Covered telecommunications equipment or services means:

1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);

2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Telecommunications equipment or services means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud servers.

(b) Prohibitions.

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibits the head of an executive agency or Subrecipient on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the U.S. HUD to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this Agreement, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) Exceptions.

(1) This clause does not prohibit contractors from providing:

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are not used as a substantial or essential component of any system; and

ii. Are not used as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) Reporting requirement.

(1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this Agreement are established procedures for reporting the information.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business days from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments,

8. Domestic Preference for Procurements.

(a) As appropriate, and to the extent consistent with law, the contractor/subrecipient should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this clause:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "**Manufactured products**" mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

9. Notice of County Reporting Requirements.

(a) General. The County is using CDBG Funds awarded by the U.S. HUD, in whole or in part, for the costs incurred under this Agreement. As a condition of this funding, the U.S. HUD requires the County to provide various financial and performance reporting.

(1) It is important that the contractor is aware of these reporting requirements, as the County may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements.

(2) Contractor shall cooperate and comply with all requests for information and documentation from the County as necessary to satisfy and comply with the award requirements. Failure to do so is a material breach of this Agreement.

(3) Failure of the County to satisfy reporting requirements to the U.S. HUD is a breach of its agreement with U.S. HUD and could result in loss of federal financial assistance awarded to fund this Agreement.

(b) Applicable Reporting Requirements. Grant reporting includes both financial and program reporting requirements. There are a variety of applicable federal, state and local laws, regulations, requirements, and policies setting forth various reporting requirements, including, but not limited to County policies and procedures, U.S. HUD guidance and federal regulations such as Subpart D, Post Federal Award requirements, Standards for Financial and Program Management, 2 C.F.R. § 200.300 through 2 C.F.R. § 200.345.

Performance reporting includes, but is not limited to, the status of the project, the status of the funds, key performance indicators. Contractor shall comply with any and all reporting requirements.

10. Records Requirements.

(a) Records Retention. Pursuant to 24 CFR § 570.502, Contractor shall retain all records, including but not limited to, all books, records, accounts and reports required under this Agreement for a period of the longer of 3 years after the expiration or termination of the subrecipient agreement under 24 CFR § 570.503 or 3 years after the submission of the annual performance and evaluation report, as prescribed in § 91.520 of this title, in which the specific activity is reported on for the final time.

(b) Records for individual activities subject to the reversion of assets provisions at § 570.503(b)(7) or change of use provisions at § 570.505 must be maintained for as long as those provisions continue to apply to the activity; and

(c) Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied.

Notwithstanding the foregoing, in the event of litigation or settlement of claims arising from the performance of this Agreement, Contractor agrees to maintain same until the County or the U.S. HUD, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

(d) Access to Records. The following access to records requirements apply to this Agreement:

(1) The contractor agrees to provide the County, the U.S. HUD, the U.S. Treasury's Office of Inspector General, the U.S. Government Accountability Office or any of their authorized representative's, access to any books, documents, papers, and records (electronic or otherwise) of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, execute site visits, examinations, excerpts, transcriptions or for any other official use. . This right also includes timely and reasonable access to the recipient's or subrecipient's personnel for the purpose of interview and discussion related to such documents or the Federal award in general.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

11. Compliance with Federal Laws. This Agreement is being funded in whole or in part with federal funds awarded to the County by the U.S. HUD. The Contractor shall comply with all applicable federal statutes, regulations, and executive orders. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

12. False Statements. The Contractor understands that making false statements or claims in connection with this Agreement is a violation of federal law which may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. No Obligation by the U.S. Government. The U.S. Government is not a party to this Agreement and is not subject any obligations or liabilities to the Contractor, the County or any third party resulting from the performance of this Agreement.

14. Increasing Seat Belt Use in the United States. County encourages the Contractor to adopt and enforce an on-the-job seat belt policy and program for its employees.

15. Reducing Text Messaging While Driving. County encourages the Contractor to adopt and enforce a policy that bans text messaging while driving.

16. Title VI of the Civil Rights Act of 1964. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement.

Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement. Contractor shall insert the substance of this clause in all subcontracts and other contractual instruments.

17. Affirmative Socioeconomic Steps. If subcontracts are to be let, the Contractor is required to take all necessary steps identified in 2 CFR 200.321(b)(1)-(5) to ensure the employment or use of small and minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms are used when possible.

18. Reimbursement: under this Agreement may be from funds distributed from the U.S. HUD and payments may be considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507) and the related provisions of the Uniform Guidance, 2 C.F.R. § 200.303 regarding internal controls, §§ 200.330 through 200.332 regarding subrecipient monitoring and management, and subpart F regarding audit requirements. Any party receiving such funds shall comply with said provisions, and shall fully cooperate with any other party's compliance with said provisions.

SCHEDULE "I"
(TO EXHIBIT "B)

CERTIFICATION REGARDING SUSPENSION AND DEBARMENT

The Subrecipient certifies that:

1. This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 31 CFR Part 19 such, the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 CFR 180.995), or its affiliates (defined at 2 CFR 180.905) are excluded (defined at 2 CFR 180.940) or disqualified (defined at 2 CFR 180.935).

2. The Subrecipient must comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the County. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/ or debarment.

4. The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 31 CFR Part 19, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions, including submission to Subrecipient of this Certification completed by its suppliers, subcontractors and subconsultants.

SUBRECIPIENT NAME: **Town of Lake Park**

ADDRESS: **535 Park Avenue, Lake Park, FL 33403**

SUBRECIPIENT'S AUTHORIZED OFFICIAL:

Richard J. Reade, Town Manager **Date**

SCHEDULE "II"
(TO EXHIBIT "B")

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid, proposal, or contract exceeding $100,000)

The undersigned Subrecipient certifies, to the best of his or her knowledge, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an Subrecipient, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any SUBRECIPIENT, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Subrecipient, **Town of Lake Park**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subrecipient understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Richard J. Reade, Town Manager **Date**

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 07, 2025

Originating Department: Public Works

Agenda Title: Emergency Purchase - Town Hall HVAC System & Related Services – Carrier Global Corporation - $26,545.48 (Town's Purchasing Code, Sec. 2-249. Alternative Source Selection)

Approved by Town Manager: _____ **Date:** _____

Cost of Item: 26545.48 **Funding Source:** 301

Account Number: 301-63100 **Finance Signature:** *Barbara A Gould*

Advertised:

Date: N/A **Newspaper:** _____

Attachments: Carrier Global Chiller Coil Replacement Proposal
Supporting Procurement Policy Justification

Please initial one:

_____ Yes, I have notified everyone.

JM Not applicable in this case.

SUMMARY EXPLANATION/BACKGROUND:

The Public Works Department has a need for an immediate and emergency purchase to repair the Town Hall chiller coils due to deterioration, which has resulted in the air conditioning system no longer functioning properly and potentially disrupting Town operations.

As a result of this safety issue, the Public Works Department has requested the Town Manager to authorize an emergency purchase in accordance with the Town's Purchasing Code, Sec. 2-249. Alternative Source Selection:

2. Emergency Purchase: The Purchasing Agent may authorize an emergency purchase when a declaration of emergency has been issued or there is a threat of other substantial or potential loss to the Town that requires urgent action.

Note: The proposed Emergency Purchase will ensure the immediate and uninterrupted function of Town Hall's HVAC system, which is essential for employee safety, technological operations, and public service delivery.

In an effort to resolve this issue as quickly as possible, the Public Works Department has identified a potential vendor, Carrier Global Corporation, to assist with the requisite repairs in a timely manner that may prevent any disruption to Town services.

The emergency purchase proposal, in the amount of $26,545.48, includes:

- Furnishing and installing necessary OEM coils and components

Note: All proposed emergency purchase costs provided by Carrier Global Corporation are based on pre-negotiated, volume-based pricing under the Sourcewell cooperative purchasing program. Although the Town is unable to utilize the pricing as a piggyback option due to the Town's Purchasing Code, the vendor offered the same pricing, terms, and conditions as an Emergency Purchase in comparison with the required formal quotes that were provided to the Town by additional HVAC vendors/contractors.

Funding to support this emergency purchase is available within the FY 2025 Budget – Special Projects Fund #301, PBC Discretionary Surtax Projects.

Although this purchase is being requested to be approved as an Emergency Purchase under the Town's Purchasing Code, staff will continue to ensure that the proposed purchase will meet all requirements as provided within Sec. 2-246. Thresholds for the procurement of goods and services. 1. For goods and services with a value greater $10,000, but less than $35,000 (including obtaining 3 quotes, posting on the Town's website, etc.).

The proposed Emergency Purchase has been prepared by the Public Works Director and reviewed by the proposed Contractor, Carrier Global Corporation, the Finance Director and the Town Attorney.

The Town has previously worked with the proposed contractor; in addition, staff has confirmed with various local governments that they provide quality product and good customer service.

RECOMMENDED MOTION:

I move to approve the Emergency Purchase and authorize the Town Manager to execute an emergency purchase agreement with Carrier Global Corporation to provide immediate repairs to the Town Hall HVAC System & Related Services in the amount of $26,545.48 under the Town's Purchasing Code, Sec. 2-249. Alternative Source Selection – Emergency Purchase.

Public Works Department

650 Old Dixie Highway
Lake Park, FL 33403
Phone: (561) 881-3345
Fax: (561) 881-3349

www.lakeparkflorida.gov

MEMORANDUM

To: Richard Reade, **Town Manager**
From: Jaime J. Morales, **Public Works Director**
Date: April 30, 2025
Subject: Emergency Procurement Justification – Carrier HVAC Services

Background:
During routine inspection and monitoring of the town's HVAC system, staff identified an active refrigerant leak that critically compromised the system's operational integrity. The compromised system risks substantial damage to Town property, potential loss of conditioned air during critical operational hours, and increased energy inefficiency.

Emergency Nature:
Per Town of Lake Park Purchasing Policy Section 2-249(2), emergency procurement is authorized when a condition threatens substantial or potential loss to the Town and requires immediate action. Given the risk of further damage, potential system failure, and impact on Town operations, immediate repair services are necessary.

Procurement Action Taken:
To ensure fiscal responsibility despite the urgency, two (2) independent quotes were solicited:

- **Vendor 1:** Carrier Corporation – $26,545.48
- **Vendor 2:** Altman Air Conditioning – $32,399.20
- **Vendor 3:** John C Cassidy Air Conditioning & Plumbing – Quote not received

After evaluation, **Carrier** was determined to be the most qualified and capable of providing the specialized services required to address the HVAC system leak immediately.

Recommendation:
It is respectfully recommended that the Town approve proceeding with Carrier's services under the emergency procurement provisions. Complete documentation, including inspection findings, quote comparisons, and this memo, will be maintained in the procurement file for audit compliance.

Approval:
☒ Approved
☐ Not Approved

Signature: _____
Richard Reade, **Town Manager**
Date: 5/1/2025

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: **May 7, 2025**

Originating Department: **Community Development**

Agenda Title: Ordinance 02-2025 - Amending Section 78-142 Chapter 78 - Paving and Maintenance Standard for Driveways (Gravel Driveways)

Agenda Category (i.e., Consent, New Business, etc.): OLD BUSINESS

Approved by Town Manager: _____ **Date:** _____

Cost of Item: $0.00 **Funding Source:** _____

Account Number: _____ **Finance Signature:** _____

Advertised:

Date: N/A **Newspaper:** _____

Attachments:
- ➔ **Proposed Ordinance 02-2025**
- ➔ **Resolution 11-02-24 Approving an Amnesty Period for the certain properties (as listed)**

Please initial one:

_____ Yes I have notified everyone

ND Not applicable in this case

Summary Explanation/Background:

During the February 21, 2024, the Town Commission approved a two-year Amnesty period for approximately forty (40) properties within the Town with non-conforming gravel driveway (Resolution 11-02-24) due to the concern that bringing these properties into compliance with the Town Code by eliminating their gravel driveways would pose an economic hardship.

Note: To date, a total of nine properties (22.5%) have either complied or are moving toward compliance. Of these properties, two (2) properties have utilized Town grant funding to support these improvements.

Due to the continued economic impact concerns, the Town Commission has requested that staff propose

an Ordinance amending the Town's Land Development Regulations (LDR's) that would provide for the vesting of gravel driveways until a time that the property is either substantially renovated or the driveway is replaced, whichever occurs first.

Further, the LDR's will continue to provide that although these properties would now be vested, if approved, the maintenance standards for gravel driveways within the LDR's would still be required to be met.

Note: The Town Code - Section 78-2 - provides for the following existing definition for 'substantial renovation':

> *Substantial renovation means either of the following: Repair, rehabilitation, restoration, reconstruction, alteration, expansion, or similar improvement, in a calendar year, in excess of 50 percent of the assessed value of the property, as determined by the most recent certified tax roll prepared by the county tax collector; or any building addition in excess of 20 percent of the existing gross floor area or increase in height in excess of 20 percent of the existing building height.*

The proposed Ordinance was approved on 1st reading on April 16, 2025 by the Town Commission and is being presented for 2nd and final reading on May 7, 2025. If approved, the proposed Ordinance would be effective immediately upon final approval.

Additionally, if approved, the Town's Community Beautification Improvement Grant funding will continue to be available for the replacement of gravel driveways to an approved alternative surface (that is code compliant).

The proposed Ordinance was prepared by the Community Development Director and reviewed by the Town Attorney.

Recommended Motion:

I move to approve Ordinance 02-2025 - Amending Section 78-142 Chapter 78 - Paving and Maintenance Standard for Driveways (Gravel Driveways) on 2nd and Final Reading.

ORDINANCE 02-2025

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTION 78-142 OF CHAPTER 78 PERTAINING TO PAVING AND MAINTENANCE STANDARDS FOR DRIVEWAYS; PROVIDING FOR A VESTING PERIOD; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapters 163, Florida Statutes; and

WHEREAS, the Town Commission has adopted parking area regulations which are applicable throughout the Town and have been codified in Chapter 78 of the Town Code; and

WHEREAS, the Town Commission has recommended an amendment to Section 78-142(c)(10)f. of the Code of Ordinances pertaining to paving standards for parking areas; and

WHEREAS, the Town Commission has determined that the amendments to Section 78-142(c)(10)f. and Section 78-142(c)(10)f.3. would further the public's health, safety and general welfare.

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA:

Section 1. The whereas clauses are incorporated herein as true and correct and as the legislative findings of the Town Commission.

Section 2. Chapter 78**,** Article V, Section 78-142(c)(10)f. and Section 78-142(c)(10)f.3. is hereby amended as follows:

(c) *Off-street parking.*

(10) *Construction and design of parking areas.*

f. *Paving standards.* Gravel driveways in existence as of April 16, 2025 may be maintained as such, notwithstanding the provisions of the Town Code that prohibits them. At such time as a property owner proposes to replace the gravel driveway surface, or to substantially renovate the property as determined by the Director of Community Development pursuant to the Town Code definition for substantial renovation, whichever occurs first, a paved driveway that conforms to the paving standards of the Town Code is required.

(…)

3. *Maintenance of ~~paved~~ vehicular use areas.* All vehicular use areas or specialized vehicular use areas shall be maintained in good condition to prevent any hazards such as cracked asphalt or potholes, or bare spots and uneven surfaces.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Repeal of Laws in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Codification. The sections of the Ordinance may be made a part of the Town Code of Laws and Ordinances and may be renumbered or relettered to accomplish such, and the word “ordinance” may be changed to “section,” “article,” or any other appropriate word.

Section 6. Effective Date. This Ordinance shall take effect upon execution.

RESOLUTION NO. 11-02-24

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, PROVIDING FOR A TWO-YEAR AMNESTY PERIOD TO ALLOW PROPERTIES WITH EXISTING NON-CONFORMING GRAVEL DRIVEWAYS TO ELIMINATE THEM SO AS TO COME INTO COMPLIANCE WITH THE TOWN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park, Florida ("Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town previously enacted regulations in the Town Code of Ordinances which require paved driveways in the Town; and

WHEREAS, the existing regulations prohibit the use of gravel as a primary surface material for driveways; and

WHEREAS, in December 2023 the Town Commission acknowledged that approximately 40 properties in the Town contain non-conforming gravel driveways; and

WHEREAS, the Town Commission has determined that the property owners whose properties contain gravel driveways must comply with the Town Code and eliminate these gravel driveways; and

WHEREAS, the Town Commission recognizes that requiring property owners to immediately bring their properties into compliance with the Town Code by eliminating their gravel driveways may pose an economic hardship for some property owners; and

WHEREAS, the Town Commission hereby directs the Town Manager to provide property owners with a two-year amnesty period through March 1, 2026 to allow property owners to come into compliance with the Town Code by paving their driveways; and

WHEREAS, Town Manager is directed to provide courtesy notices to the property owners of all properties which currently maintain gravel driveways on their properties in March and September of each year of the amnesty period via standard U.S. Mail to direct them that they must comply with the Town Code, and to notify them that grant assistance to those property owners who qualify may be available.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AS FOLLOWS:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Commission hereby approves a two-year amnesty period through March 2026 for the property list attached as Exhibit "A". Any property that continues to maintain a gravel driveway after the expiration of the amnesty period shall be immediately cited for a code violation and noticed for a hearing before the Town's Code Enforcement Magistrate.

Section 3. This Resolution shall become effective upon its execution.

P:\DOCS\26508\00002\DOC\29D5942.DOCX

EXHIBIT "A"

Property List

Address and Property Control Number (PCN)

822 Laurel Dr	PCN: 36434220010830010
808 Hawthorne Dr	PCN: 36434220010080010
902 8th St	PCN: 36434220010800510
730 Hawthorne Dr	PCN: 36434220010120110
861 W Jasmine	PCN: 36434220010820250
630 Flagler	PCN: 36434220010930090
640 W Jasmine	PCN: 36434220010970121
544 Teak Dr	PCN: 36434221031360020
237 E Ilex Dr	PCN: 36434220011110210
259 Hawthorne Dr	PCN: 36434220011100170
355 Hawthorne Dr	PCN: 36434220011050250
434 Hawthorne Dr	PCN: 36434220010240140
445 Hawthorne Dr	PCN: 36434220021010151
911 3rd	PCN: 36434220011100150
304 Cypress St.	PCN: 36434220010680010
505 Cypress Dr.	PCN: 36434220010610460
214 Cypress Dr.	PCN: 36434220010720010
338 Date Palm Dr.	PCN: 36434220010690141
515 Date Palm Dr.	PCN: 36434220010620430
638 Evergreen Dr.	PCN: 36434220010580110
339 Evergreen Dr.	PCN: 36434220010250320
321 Evergreen Dr.	PCN: 36434220010250401
125 Evergreen Dr.	PCN: 36434220010330241
355 Park Ave.	PCN: 36434220010270250
328 Park Ave.	PCN: 36434220010260100
335 Park Ave.	PCN: 36434220010270330
200 Park Ave.	PCN: 36434220010300010
211 Park Ave.	PCN: 36434220010310320
209 Park Ave.	PCN: 36434220010310340
144 Park Ave.	PCN: 36434220010340100
354 Greenbriar Dr.	PCN: 36434220010270210
615 Greenbriar Dr.	PCN: 36434220010160300
629 Greenbriar Dr.	PCN: 36434220010160240
737 Greenbriar Dr.	PCN: 36434220010120320
715 Greenbriar Dr.	PCN: 36434220010120420
906 Greenbriar Dr	PCN: 36434220060030090
930 Foresteria Dr	PCN: 36434220010010090
919 Magnolia Dr	PCN: 36434220010790400
911 W Kalmia Dr	PCN: 36434220010770430

Added: 729 Greenbriar Dr PCN: 36-43-42-20-01-012-0350

The foregoing Resolution was offered by Vice-Mayor Glas Castro, who moved its adoption. The motion was seconded by Commissioner Thomas, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR ROGER D. MICHAUD	✓	
VICE-MAYOR KIMBERLY GLAS-CASTRO	✓	
COMMISSIONER		
COMMISSIONER MARY BETH TAYLOR	✓	
COMMISSIONER JUDITH E. THOMAS	✓	

The Town Commission thereupon declared the foregoing Resolution 11-02-24 duly passed and adopted this 21st day of February, 2024.

TOWN OF LAKE PARK, FLORIDA

BY: _____
ROGER D. MICHAUD
MAYOR

ATTEST:

_____
VIVIAN MENDEZ
TOWN CLERK

(TOWN SEAL)

Approved as to form and legal sufficiency:

BY: _____
THOMAS J. BAIRD
TOWN ATTORNEY

Job Details

Order Number:
LSAR0281048
Classification:
Govt Public Notices
Package:
General Package
Additional Options:
1 Affidavit $2.00
Total payment:
$57.62

Account Details

Lake Park, Town Of
535 Park AVE
Lake Park, FL • 33403-2603
561-881-3300
lweidgans@lakeparkflorida.gov
Lake Park, Town Of

Schedule for ad number LSAR02810480

Sun Apr 27, 2025
Palm Beach Post
All Zones

Ordinance 02-2025

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AMENDING SECTION 78-142 OF CHAPTER 78 PERTAINING TO PAVING AND MAINTENANCE STANDARDS FOR DRIVEWAYS; PROVIDING FOR A VESTING PERIOD; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Town of Lake Park, Florida
Vivian Mendez, Town Clerk
Publication Dates
LSAR0281048

Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: May 7, 2025

Originating Department: Special Events

Agenda Title: Special Event Request - Lake Park Music & Food Festival

Approved by Town Manager: _____ **Date:** _____

Cost of Item: $0 **Funding Source:** _____

Account Number: _____ _____

Advertised:

Date: _____ **Newspaper:** _____

Attachments: Lake Park Music & Food Festival Special Event Permit Application

Please initial one:

X Yes I have notified everyone

_____ Not applicable in this case

Summary Explanation/Background:

On February 8, 2025 the Special Events Department received a Special Event Permit Application from Mr. Andy Balasis and Mr. Craig Lemanowicz, owners of Tropically Impaired Events & Apparel, located at 1401 Old Dixie Highway in Lake Park.

Tropically Impaired Events & Apparel has partnered with other entities to plan some of Palm Beach County's most recognizable events, including the Garlic Fest in Lake Worth Beach, Jupiter Seafood Festival, Wellington Bacon & Bourbon Fest, the Delray Affair and most recently the very successful Band, Burgers & Brews in Abacoa.

Event Details:

On February 26, 2025, Town staff and representatives from PBSO and PBCFR met with the event organizers to discuss the proposed Lake Park Music & Food Festival's details and requirements. The proposed event (formally the Seafood Festival) is being planned to be held on Saturday, May 24, 2025, from 12:00 PM – 10:00 PM, in Kelsey Park (east side). The event is expected to include live entertainment by various artists, art, crafts, food and beverage vendors, a kid's zone with bounce houses, face painting, games and activities and a VIP area.

Note: The event organizers have met with the Lake Harbour Towers North (501 Lake Shore Drive) Condo Association President to discuss the proposed event and location to address any potential issues and resolutions.

This is a ticketed event, with an expectation of 800 attendees. General admission is $15.00, VIP admission is $35.00 and tickets at the gate are $35.00. VIP tickets are proposed to include event entry, one (1) free drink, private bar and portable restrooms, special seating area and food from 2:00 PM – 5:00 PM (catered by Lake Park Texas Roadhouse).

The event organizers have put together a list of local performers to provide continuous live entertainment throughout the day. The performance schedule is as follows:

- Sweet Justice: 12:30 PM – 1:45 PM
- Ricky Young: 2:00 PM – 3:00 PM
- Andrew Morris Band: 3:30 PM – 4:30 PM
- Hypersona Band: 5:00 PM – 6:00 PM
- 56ACE Band: 6:30 PM – 7:30 PM
- Girlfriend Material: 8:00 PM – 10:00 PM

A portion of the event proceeds are proposed to be donated to the Wounded Veterans Relief Fund, The Andrea C. Cameron Foundation, Joanne Benjamin Cancer Fund, Palm Beach County Police Benevolent Association and Little Smiles Florida.

The event organizers have also committed to providing vendor spaces for the Town's CRA and the Friends of the Lake Park Library.

Note: In addition, as a way to ensure that Lake Park residents are able to attend the event, the organizers have pledged to provide 500 free tickets for Town residents.

Parking Plan:
The event organizers recognize that several parking lots and street parking will be required to accommodate the total number of expected attendees. As a result, the following locations are proposed to serve as event parking:

- Kelsey Park South Parking Lot
- Street parking along Lake Shore Drive, Greenbriar Drive and Foresteria Drive
- The outside lanes of Park Avenue from 1st street to 5th street
- Lake Park Public Library Parking Lot
- Town Hall Parking Lot
- CRA Parking Lot
- Publix Plaza Parking Lot

Note: To obtain the event permit, the event organizers will be required to provide written approval/authorization to utilize each of the above private parking lots for the proposed event.

In addition, due to some of the locations not being walking distance to the park, the organizers are planning to use a rideshare service to transport attendees to and from the event.

Event Security:
The event organizers are required to have one (1) Sergeant and five (5) Deputies from Palm Beach County Sheriff's Office working during the event.

The organizers have also hired a private security firm to provide overnight security at the park beginning Friday, May 23, 2025 through Sunday, May 25, 2025.

Town Staff:
In accordance with the Town's facility rental policy, the organizers are required to have Town staff on during the times that there will be any event activity within the park, including, but not limited to, pre-set up, day of event, breakdown, etc. Town staff for the event is as follows:

Friday, May 23, 2025
Special Events Department staff will be onsite during regular work hours throughout the day to assist the event organizers with the pre-event set up of the fencing, stage, tents and other needed equipment.

Saturday, May 24, 2025
The organizers are required to have two (2) Public Works employees onsite from 7:00 AM – 11:00 PM. Due to the length of time, PW staff will work in shifts to accommodate the event. In addition, staff members from the Special Events Department will be onsite periodically throughout the day to assist.

Sunday, May 25, 2025
The organizers are required to have one (1) Public Works employee onsite from 7:00 AM – 12:00 PM.

Requests:
At this time, the event organizers would like the Town to sponsor the event and assist with promoting and marketing the event, as well as approve the following special event requests, which are required to be approved by the Town Commission:

REQUESTED CATEGORY	VALUE (monetary or other)	TOTAL
Marketing Assistance The event organizers would like to have the official event flyer posted on the Town of Lake Park website and social media pages.	No monetary value	No monetary value
Extended Park Hours The event organizers would like the Town Commission to extend the hours of operation for Kelsey Park on the day of the event. Currently, the park closes at 9:00 PM. The event organizers are proposing to have their event end at 10:00 PM. As well as, breakdown several tents, tables and chairs after the event is over, that could possibly last until 11:30 PM.	No monetary value	No monetary value
Close Outside Lanes of Park Avenue for Parking The event organizers would like to close the outside lanes of Park Avenue to assist with parking for the event attendees.	No monetary value	No monetary values
Use of Town Hall & CRA Parking Lot The event organizers would like to use the parking lots located at Town Hall and in the CRA for parking and as shuttle stops. The plan is to have a trolley bring attendees to and from the event. The organizers are also reaching out to the owners of the Northlake Promenade Shoppes and other parking lots throughout the town.	No monetary value	No monetary values

Rental Fee Reduction The event organizers would like the Town Commission to consider providing them with a rental fee reduction of $500.00 for renting Kelsey Park. Under the current facility rental fee list, the event organizers will be charged a 3-day resident rate rental fee of $500.00 per day to rent the park. This includes the time that they will need to begin pre-event set up starting on Friday, May 23, the event day on Saturday, May 24 and the complete breakdown of the event on Sunday, May 25. The suggested reduction of $500.00 will equal to a 1-day resident rental rate.	Kelsey Park Resident Rate Rental Fee $500.00 Per Day	$500.0 (Indirect Cost)
TOTAL DIRECT COST REQUESTED: $0 **TOTAL INDIRECT COST REQUESTED: $500.00**		

The proposed Special Event request has been reviewed by the Town's Special Event Department staff, the Public Works Director, the Community Development Director, the Assistant Town Manager/HR Director, PBSO and PBCFR.

Recommended Motion:

The Town Commission is requested to provide consideration of the proposed special event requests to support the proposed 2025 Lake Park Music & Food Festival.

DATE/TIME RECEIVED:
SN
2/8/25

TOWN OF LAKE PARK
SPECIAL EVENTS DEPARTMENT
SPECIAL EVENT PERMIT APPLICATION

For Events being held on Town Property, Town services may be requested for an additional fee(s). Please schedule a pre-submittal meeting with the Special Events Director at least 60 days in advance of your event by calling 561-840-0160.

This Application must be completed and submitted by the Event Organizer ("Applicant")

If this Event requires a Town facility rental, please contact our Special Events Department at 561-840-0160 regarding the completion of the Facility Usage Application PRIOR to submitting this application.

Instructions:

This completed Special Event Permit Application and all relevant attachments must be submitted to the Special Events Department not less than thirty (30) calendar days prior to the date of the proposed Event, For events being proposed wholly or partially on Town Property, the deadline to submit is sixty (60) calendar days prior to the date of the proposed Event, (45) calendar days if applying for Block Party Grant.

Application Fee Due and Payable Upon Submittal: $100.00 ***($50.00 for individuals or Non-profit organizations). Note: Application Fees are Non-Refundable.***

Non-Profit IRS Tax Identification Number ***(required if Applicant is a non-profit)*****:**

_____
(If applicable)

Name of Applicant (i.e. Event Organizer):
ANGIE PALASIS, CARLO LEMANOWICZ

Name of Event: LAKE PARK ~~SEAFOOD FESTIVAL~~ MUSIC + FOOD Festival SN 3/19/25

Address/Location of Event:
Kelsey Park / EAST SIDE

Are you interested in sponsorship from the Town of Lake Park? Yes ✓ **No** ____
marketing assistance SN 2/19/25

SN 2/19/25 2

*See facility rental docs for dates/ times including setup/breakdown.

Dates/Times of the event (*as applicable*):

	Date	Day	Begin Time	End Time
Event Day 1	5/24/2025	SAT	12 () AM (X) PM	10 () AM (X) PM
Event Day 2			() AM () PM	() AM () PM
Event Day 3			() AM () PM	() AM () PM
Event Day 4			() AM () PM	() AM () PM
Event Day 5			() AM () PM	() AM () PM
Event Day 6			() AM () PM	() AM () PM

Additional Applicant Information:

Name: Craig Lemanowicz Bands Burgers & Brews LLC

Address: 1401 Old Dixie Highway, Suite 105

State/Zip Lake Park, FL 33403

CONTACT PHONE: (561) 420-9819

Alternate Phone # _____

Fax: _____

E-mail: Sales@Tropically Inspired.com

tropicalpropertyservices@gmail.com

Description and Purpose of the Event

A Music & Seafood Festival, with Vendors
% of Proceeds to Little Smiles, Wounded Veterans & Scholarship w/ Tyler Connaire

Estimated number of participants? ~~900-1200~~ 800 SN 4/14/25 * not with us

Has this event ever occurred in the Town of Lake Park? Yes ✓ No ____

Has this site had a Special Event Permit this calendar year? Yes ____ No ✓

Will there be an admission fee for the Event? *If yes, how much?* Yes ✓ ($) No ____

25 @ or 20 / + 50/60 VIP

THE FOLLOWING SECTIONS MAY NOT APPLY TO NON-COMMERCIAL EVENTS

Will your event require road closure? Yes ~~✓~~ No X SN 4/14/25

No longer closing the road

If YES, describe the requested street segment closure and time and provide a Traffic Circulation Plan prepared by a Traffic Engineer, including a detour signage plan. You are responsible for notifying affected businesses/entities, including Palm Tran, regarding affected routes: _____

(Initial to acknowledge statement)

EVENT COMPONENTS (Check the items that will be associated with your event.)

- ~~✓~~ Road closure (See above)
- ~~✓~~ Electric service hook-up required
- ____ Water service hook-up required
- ____ Sidewalks blocked
- ____ Municipal park(s) prepared
- ✓ Booths or other temporary structures
- ✓ Parking lots to be partially or completely closed
- ✓ Food Vendors (Liquid Propane Gas Log)
- ____ Town litter pick-up or street sweeping
- ✓ Tents (if yes, describe type and size 10X10, maybe A large
- ____ Barricades ordered
- ✓ Alcohol served
- ✓ Security/Law Enforcement
- ✓ Music, bands, DJ
- ✓ Rides or other amusements
- ____ Animals
- ____ Fireworks
- ____ Bleachers
- ____ Designated parking area
- ✓ Town Restroom (if yes, please describe + Portolets
- ✓ Portable Restrooms (if yes, please describe Either ALL Trailers or Portolets.
- ✓ Dumpsters/Trash Receptacles
- ✓ Portable stage
- ✓ Other (e.g., bounce house, etc.)

EVENT VENDOR(S) LIST ALL NAMES *(identify which ones are food trucks)*

In Progress waiting to List after meeting with Town

Will the event require the use of electricity? Yes ✓ No ____

Will the event require water hook-up? Yes ___ No ✓

*Will food and/or beverages be served? Yes ✓ No ____

*Will the event have vendors or concession sales, including food? Yes ✓ No ____

If the answer to the above question is YES, the Applicant/Event Organizer is responsible for securing all respective Palm Beach County and State of Florida Health Certificates for food vendors, as well as copies of all other commercial vendor licenses.

WILL THE EVENT INCLUDE FOOD TRUCKS? Yes ✓ No ____

If the answer to the above question is YES, all food trucks must have the proper State license, PBC Business Tax Receipt, and a current PBC Fire Rescue Safety Inspection Report. Copies of these documents must be provided to the Town no later than fourteen (14) calendar days prior to the event.

For events on Town property, the Liquid Propane Gas tanks will be inspected the day of the event for leaks prior to operating any gas appliances. Applicants must provide staff with their LPG Log at each event to ensure proper safety measures have been followed.

For events on Town property, Applicants must also provide to the Town a Certificate of Insurance issued no more than thirty (30) days prior to the date of the event and naming the Town of Lake Park (and the CRA, if the event is taking place within the CRA area) as certificate holder and an additional insured with respect to commercial general liability. The required limits are $1 million per occurrence and $2 million aggregate. $100,000 damage to rented premises must also be provided.

Applicants who are found to have attempted to circumvent this requirement by using another person/entity for the purposes of obtaining the required insurance coverage shall be barred from obtaining another special event permit within the Town for three years.

(Applicant initial to acknowledge statement) ____

The Applicant holds full responsibility and liability for its vendors. ____

(Initial to acknowledge statement)

**Will alcoholic beverages be served? Yes ✓ No ____

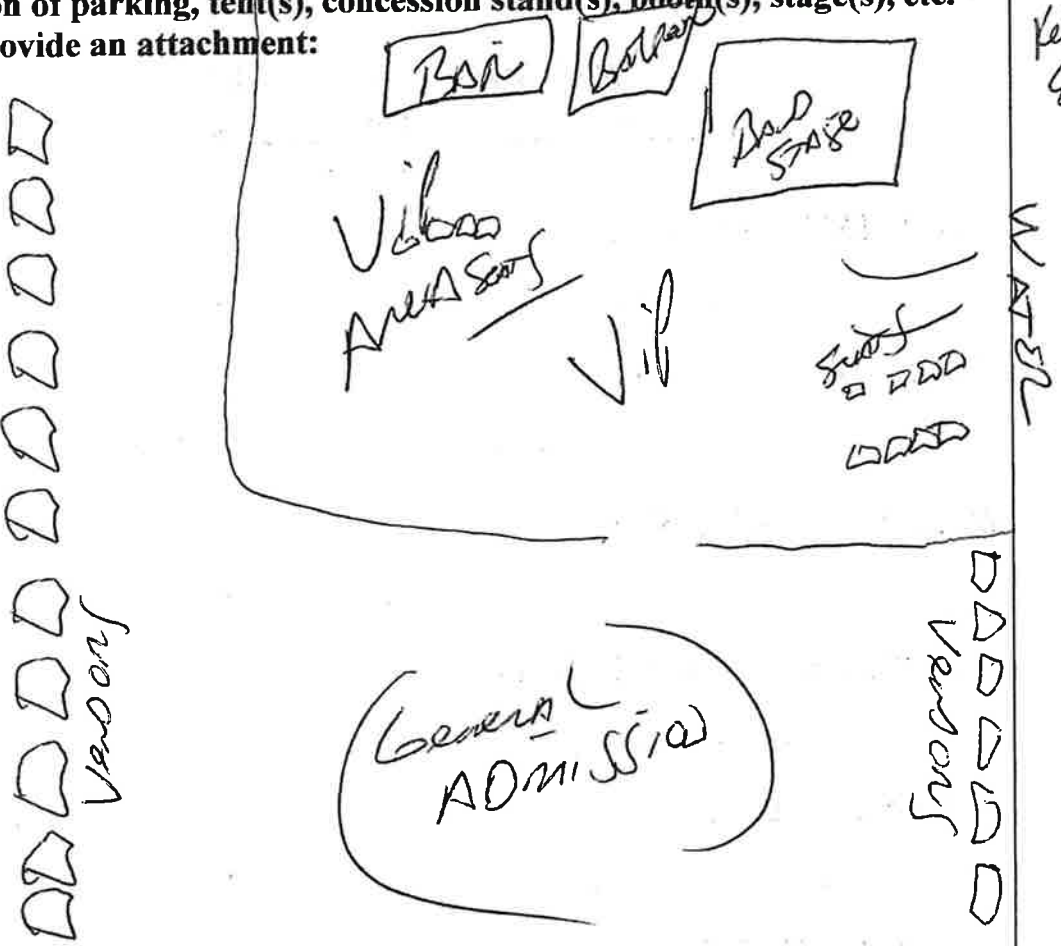
****If the answer to the above question is YES, additional liquor legal liability insurance usual to the insured's operations with a $1million limit must be included on the Certificate of Insurance.***

***Are you proposing signage? Yes ✓ No ____

****If the answer to the above question is YES, please fill out the Signage Permit Application available in the Community Development Department. An additional $100.00 application fee is required for this signage application. This application will be deemed incomplete if signage is proposed and a signage application is not submitted.***

Will the event have an official "Flyer" and/or promotional materials? Yes ✓ No ____
If yes, please provide a copy of the "Flyer".

Please provide a sketch of the Special Event site including: Proposed location of parking, tent(s), concession stand(s), booth(s), stage(s), etc. OR provide an attachment:



NOTE: Public parking spaces are on a first-come, first-serve basis, and may be metered depending on where your event is being held.

IF TENTS ARE BEING UTILIZED:
MAXIMUM ALLOWABLE TENT SIZE IS 35' X 45'.

For ALL tents larger than 10 ft. x 10 ft. (pop-up style), a *Certificate of Flame Resistance* is required and must accompany this Special Event Permit Application.


FOOD - RED
VENDORS - LIGHT BLUE
KIDS - GREEM
LIGHTS - YELLOW
GENERATOR - BLACK
VIP
STAGE
VENDORS
VENDORS
FOOD VENDORS
VENDORS
ENTRANCE
FENCE
FENCE
KID ZONE
Kelsey Park
EMERGENCY
ACCESS
FENCE
FOOD TRUCKS
FENCE
FENCE

(All requirements imposed by any of the reviewing entities below, will be communicated to the Applicant early-on and must be secured no later than 14 calendar days in advance of the event, with verification provided to the Town prior to the issuance of the Special Events permit)

(FOR OFFICE USE ONLY)
SIGNATURES/APPROVALS:

Please Sign and Date

SPECIAL EVENTS DIRECTOR:

_____ **DATE:**_____

PUBLIC WORKS DIRECTOR:

_____ **DATE:**_____

PALM BEACH COUNTY SHERIFF:

_____ **DATE:**_____

PALM BEACH COUNTY FIRE-RESCUE:

_____ **DATE:**_____

RISK MANAGEMENT: *(If applicable)*

_____ **DATE:**_____

ADA Requirements

Insurance Requirements

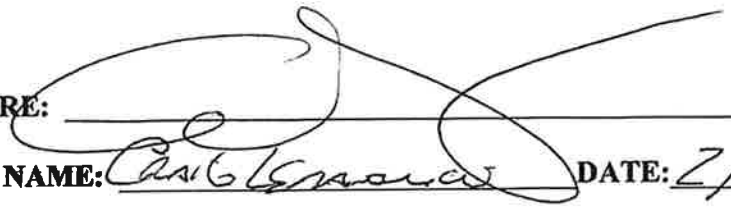
CRA ADMINISTRATOR: *(If applicable)*

_____ **DATE:**_____

COMMUNITY DEVELOPMENT DIRECTOR: A copy will be provided to the Staff Member and/or Code Officer if on duty.

_____ **DATE:**_____

Additional Comments (reviewers may include attachments):

APPLICANT SIGNATURE: 

APPLICANT PRINTED NAME: Craig Leonard **DATE:** 2/5/2025

PROPERTY OWNER: *(If Property Owner is not the Applicant)*

_____ **DATE:** _____

PROPERTY OWNER PRINTED NAME:

_____ **DATE:** _____

TOWN OF LAKE PARK - REVENUE
535 PARK AVENUE
LAKE PARK, FL 33403-2603
561-881-3300

DATE : 3/14/2025 3:35 PM
OPER : TOLP1
TKBY : Hela
TERM : 1
REC# : R00011384

DEPPK Deposit - Park 1500.00
Bands Burgers & Brews 1500.00

Paid By:Bands Burgers & Brews
2 - CHECK C 1500.00 REF:128

APPLIED	1500.00
TENDERED	1500.00
CHANGE	0.00

FACILITY RENTAL INVOICE

NAME:	Bands Burgers and Brews
ADDRESS:	1401 Old Dixie Highway, Suite 105, Lake Park, FL 33403
PHONE:	551-420-9819
EVENT DATE:	Saturday, May 24, 2025
EVENT TIME:	12:00 PM **TO** 10:00 PM
SET–UP TIME:	7:00 PM **TO** 12:00 PM
BREAK DOWN TIME:	10:00 PM **TO** 11:00 PM
EVENT TYPE:	Lake Park Seafood Festival
LOCATION:	Kelsey Park (East Side)
# of PEOPLE:	900-1200

EVENT DETAILS

CODE	COST BREAKDOWN	TOTAL
→	**SECURITY DEPOSIT** *(non-taxable, DUE IN FULL AT INCEPTION & REFUNDABLE)*	
DEPPV	Park Pavilions/Gazebos	
DEPMB	Mirror Ballroom	
DEPPK	Kelsey Park Rental East/West	*$1,500.00*
→	**RENTAL FEES** *(7% Sales Tax applied)*	
RFRNT	Resident Fee $ [ ] hrly x [ ] hrs	
RFRNT	Non-Resident Fee $ [ ] hrly x [ ] hrs	
RFRNT	Flat Rate Rental Fee	*$1,500.00*
RFRNT	Flat Rate Cleaning Fee	*$125.00*
RFTAX	Sales Tax 7% *(collected first on balance payment)*	*$113.75*
RSCUR	Personnel Fee $30.00 hrly x 37 *(optional and NON-taxable)*	*$1,110.00*
	TOTAL RENTAL FEES:	*$2,848.75*
FACRENT	**COMBINED TOTAL:** *(security deposit + rental fees)* PARK pav/gaz, BALLROOM, KELSEY PARK	*$4,348.75*

PAYMENT DETAILS

first PAYMENT DATE:	INSTALLMENT DATE:	BALANCES & DUE DATE:
3/14/2025		YOUR FINAL PAYMENT IS DUE:
$0.00		**5/9/25**
$0.00		
$1,500.00		
For internal accounting purposes		
		$0.00
		$0.00
		$1,500.00
		$125.00
$0.00	*$0.00*	*$113.75*
		$1,110.00
$0.00		
PAID TODAY: *$1,500.00*	**PAID TODAY:** *$0.00*	**FINAL PAYMENT DUE:** *$2,848.75*

NOTES: *Your **final balance is due 14 days before** the event.* ***If paying online, your invoice/reference # is:*** *5242501*

Invoice Includes Rental on: Friday, May 23, 2025 9:00 AM - 5:00 PM & Sunday, May 25, 2025 7:00 AM - 12:00 PM

Friday, no staff / Saturday, 2 staff 7:00 AM - 3:00 PM & 2 staff 3:00 PM - 11:00 PM / Sunday, 1 staff 7:00 AM - 12:00 PM

THANK YOU AND ENJOY YOUR EVENT!

Town of Lake Park
Facility Rental Application

Date of Event: Friday, May 23, 2025

Time of Event: _____ **to** _____

Set-up Time: 9:00 AM **to** 5:00 PM

Breakdown Time: _____ **to** _____

Rental Facility

Town Hall: ____ Mirror Ballroom
W. Ilex Park: ____ Picnic Pavilion
Kelsey Park (West): ____ Entire Park *(Requires Special Events Permit)* ____ Gazebo
Kelsey Park (East): ✓ Entire Park *(Requires Special Events Permit)* ____ Indoor Pavilion
Kelsey Park (East): ____ Picnic Pavilions (North, South, Playground)

Purpose of Rental: Lake Park Food & Music Festival
~~Lake Park Seafood Festival~~ (Setup)

Requests: Yes Alcoholic Beverages Yes Bounce House
Yes Special Events Permit Required

Contact Information:

Name: Craig Lemanowicz

Organization: Bands Burgers & Brews LLC

Address: 1401 Old Dixie Highway, Suite 105
Lake Park, FL 33403

Home: (____) _____-_____ Cell: (551) 420 - 9819

Work: (____) _____-_____ E-mail: tropicalpropertyservices@gmail.com

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND EVERYTHING IN THE FACILITY RENTAL POLICY AGREEMENT.

Renter: X _____ Date 3-11-2025

Lake Park Staff: X Sara Mangan Date 3/19/25

Town of Lake Park
Facility Rental Application

Date of Event: Saturday, May 24, 2025

Time of Event: 12:00 PM **to** 10:00 PM

Set-up Time: 7:00 PM **to** 12:00 PM

Breakdown Time: 10:00 PM **to** 11:00 PM

Rental Facility

Town Hall: ____ Mirror Ballroom
W. Ilex Park: ____ Picnic Pavilion
Kelsey Park (West): ____ Entire Park *(Requires Special Events Permit)* ____ Gazebo
Kelsey Park (East): ✓ Entire Park *(Requires Special Events Permit)* ____ Indoor Pavilion
Kelsey Park (East): ____ Picnic Pavilions (North, South, Playground)

Purpose of Rental: Lake Park Food & Music Festival
~~Lake Park Seafood Festival~~

Requests: Yes Alcoholic Beverages Yes Bounce House
Yes Special Events Permit Required

Contact Information:

Name: Craig Lemanowicz

Organization: Bands Burgers & Brews LLC

Address: 1401 Old Dixie Highway, Suite 105

Lake Park, FL 33403

Home: (____) _____-_____ Cell: (551) 420-9819

Work: (____) _____-_____ E-mail: tropicalpropertyservices@gmail.com

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND EVERYTHING IN THE FACILITY RENTAL POLICY AGREEMENT.

Renter: X _____ **Date** 3/11/2025

Lake Park Staff: X Sara Nalepa **Date** 3/19/25

Town of Lake Park
Facility Rental Application

Date of Event: Sunday, May 25, 2025

Time of Event: _____ **to** _____

Set-up Time: _____ **to** _____

Breakdown Time: 7:00 AM **to** 12:00 PM

Rental Facility

Town Hall: ____ Mirror Ballroom
W. Ilex Park: ____ Picnic Pavilion
Kelsey Park (West): ____ Entire Park *(Requires Special Events Permit)* ____ Gazebo
Kelsey Park (East): ✓ Entire Park *(Requires Special Events Permit)* ____ Indoor Pavilion
Kelsey Park (East): ____ Picnic Pavilions (North, South, Playground)

Purpose of Rental: Lake Park Food & Music Festival
~~Lake Park Seafood Festival~~ (Breakdown)

Requests: Yes Alcoholic Beverages Yes Bounce House
Yes Special Events Permit Required

Contact Information:

Name: Craig Lemanowicz

Organization: Bands Burgers & Brews LLC

Address: 1401 Old Dixie Highway, Suite 105

Lake Park, FL 33403

Home: (____) _____-_____ Cell: (551) 420-9819

Work: (____) _____-_____ E-mail: tropicalpropertyservices@gmail.com

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND EVERYTHING IN THE FACILITY RENTAL POLICY AGREEMENT.

Renter: X _____ Date 3/11/2025

Lake Park Staff: X Sara Nalepa Date 3/19/25

Facility Usage Agreement

This agreement, made the 28th day of February, 2025, by and between THE TOWN OF LAKE PARK, a Florida municipal corporation (Town) and Craig Lemanowicz - Bands Burgers and Brews LLC (Renter).

Premises: Town leases to Renter and Renter leases from Town the Kelsey Park (East Side) (Facility Name)

Term: The hours of rental are from See Below until See Below on ⟶ (Day/Date).
Friday, May 23, 2025: 9:00 AM - 5:00 PM
Saturday, May 24, 2025: 7:00 AM - 11:00 PM
Sunday, May 25, 2025: 7:00 AM - 12:00 PM

Security Deposit: Event organizer shall deposit with Town the sum of $ 1,500.00 as security for the full and faithful performance by event organizer of all of event organizers obligations hereunder. The deposit shall be made at the time the reservation for the premise is made with Town. No interest shall be paid upon the security deposit nor shall Town be required to maintain said deposit in a segregated account. The security deposit shall not be considered prepaid rent. In the event that the event organizer shall default in the full and faithful performance of any of the terms hereof, then Town may, without notice, either retain the security deposit as liquidated damages, or Town may retain the same and apply it toward actual damages sustained by Town by reason of the default of the event organizer. If the event organizer fully and faithfully complies with all of the terms hereof, the security deposit or any balance thereof shall be returned to the event organizer within one month of the event.

Rental Rate: Event Organizer shall pay Town the rental sum of $2,848.75, fourteen (14) business days prior to the event. Any payment made to the Town after the 14 days must be paid in cash only.

Leases and Assignments: Event Organizer shall not have the right to assign this agreement to any other person or entity.

Rules and Regulations: The rules and regulations included hereto shall be incorporated into and made a part of this agreement.

Indemnification: Renter shall, during the term of this agreement, fully protect, indemnify and hold Town harmless from any and all claims, demands, actions, suits, judgments, liabilities, losses, costs and expenses (including reasonable attorney's fees and expenses) of every kind and character arising, or alleged to arise, out of or in connection with any injury to, or the death of, any person or any damage to or loss of any property in any manner growing out of or connected with, or alleged to grow out of or to be connected with, any act, omission, event, condition or casualty in connection with the business or profession conducted on the premises or the use or occupancy of the premises by Renter, his employees, agents, licensees or invitees, or causes by or resulting from, or alleged to be caused by or to result from, the negligence of other conduct of Renter, his employees, agents, licensees or invitees.

General Provisions:
Captions: The captions or titles to the various sections of this agreement are for convenience and ease of reference only and do not define, limit, augment or describe the scope, content or intent of this agreement or of any parts thereof.

Joint and Several Obligations: If event organizer consists of more than one person or entity, the obligation of all such persons is joint and several.

Situs: The agreement shall be constructed and interpreted according to the laws of the State of Florida.

In witness whereof, the parties have executed this Agreement, as evidence of their agreement to the information set out therein.

I, THE UNDERSIGNED, HAVE READ AND UNDERSTAND EVERYTHING IN THIS RENTAL AGREEMENT POLICY.

EVENT ORGANIZER: _____
(PRINT)

_____
(SIGNATURE)

DATE: 3/11/2025