



Lake Park Town Commission, Florida

Regular Commission Meeting Agenda

Wednesday, November 02, 2022

Immediately Following the Special Call

Community Redevelopment Agency Meeting,

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403

Michael O'Rourke	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
John Linden	—	Commissioner
Roger Michaud	—	Commissioner
Mary Beth Taylor	—	Commissioner
John O. D'Agostino	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, MMC	—	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 contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATION/REPORT:

1. Town of Lake Park Communications Presentation
2. Courtesy presentation by the Village of North Palm Beach on their proposed C-3 district land development regulations.
3. Centennial Celebration Presentation

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.

4. October 19, 2022 Regular Commission Meeting Minutes
5. 76-11-22 Resolution of the Town Commission of the Town of Lake Park, Florida, Authorizing and Directing the Mayor to Execute an Agreement with the State of Florida, Department of Environmental Protections Resilient Florida Program for Grant Funds Associated with the Stormwater Master Plan Five Percent Bioswales Program – 2nd Street Project.
6. 77-11-22 Resolution to Authorize the Mayor to Execute an Agreement with Image Janitorial Services, Inc. for the Provision of Janitorial Services for Town Buildings and Parks Restrooms, per the Pricing, Terms, and Conditions of the Town’s RFP No. 109-2022.
7. 78-11-22 Resolution of the Town Commission of the Town of Lake Park, Florida Authorizing and Directing the Mayor to Execute an Amendment to the Contract with M & M Asphalt Maintenance, Inc., d/b/a All County Paving, for Maintenance and Repair of Town Streets, Roads, and Sidewalks and Related Services.
8. 79-11-22 Resolution of the Town Commission of the Town of Lake Park, Florida Authorizing and Directing the Mayor to Execute an Amendment to the Contract with Shenandoah General Construction, LLC, for the provision of stormwater infrastructure maintenance and repair services.
9. 80-11-22 Resolution Establishing the Qualifying Period for the March 14, 2023 Municipal Election

BOARD MEMBER NOMINATION:

QUASI-JUDICIAL PUBLIC HEARING (RESOLUTION):

PUBLIC HEARING(S) - ORDINANCE ON FIRST READING:

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

OLD BUSINESS:

NEW BUSINESS:

10. 81-11-22 **A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN “AS IS”**

**PURCHASE AND SALE CONTRACT FOR THE SALE OF THE PROPERTY AT 1100
2nd COURT OWNED BY THE TOWN OF LAKE PARK TO IGOR JOSE OLIVEIRA
DE ALMEIDA AND NATASHA AILEEN QUIZA; AND PROVIDING FOR AN
EFFECTIVE DATE.**

11. Senior Health Fair Sponsorship Request

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.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

REQUEST FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting will be held on November 16, 2022.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 2, 2022

Originating Department: Communications and Grants

Agenda Title: Town of Lake Park Communications Presentation

Approved by Town Manager: John D'Agostino **Date:** 10/31/22

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

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

Advertised:

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

Attachments: Communications Presentation

Please initial one:

_____Yes I have notified everyone

_____MDA Not applicable in this case

Summary Explanation/Background:

The purpose of this presentation is to publicly inform the Commission and the public of the various means of communication employed by the Town to ensure that important information is disseminated effectively to our constituents.

Recommended Motion:

No motion necessary

TOWN OF LAKE PARK COMMUNITY OUTREACH



OUTREACH METHODS FOR KEEPING CONSTITUENTS INFORMED

The Town of Lake Park is dedicated to keeping its constituents informed, whether it is regarding an upcoming event, office closures due to an impending significant weather event, our weekly sanitation schedule or anything in between.

In order to accomplish this, we use various robust methods of communication:

- CodeRED
- Comcast Channel 18
- Constant Contact
- Facebook
- Mailings
- Newsletter
- Nextdoor
- Website

CodeRED



- Used primarily for emergencies
- Messaging sent in three languages (English, Spanish, Haitian Creole)
- Calls come from 866-419-5000

Contact Groups: Staff, Commission, CAP (entered manually)
General Public (added by ONSOLVE or individual sign-up)

Total: 4,225 phones (4,218 contacts)

Comcast Channel 18

Item 1.

- Used to provide static information about the Town
- Updated weekly with sanitation schedule
- Airs and replays Commission meetings



Constant Contact

- Email to general or targeted audience
 - Children and Youth
 - Commissioners
 - CRA
 - E-news
 - Events
 - Lake Park Businesses
 - Library
- Total contacts: 3,777
- The Town actively collects residents' email addresses at events such as workshops and community meetings

Average Lake Park Constant Contact email open rate: 42%
Average overall Constant Contact email open rate: 31.5%

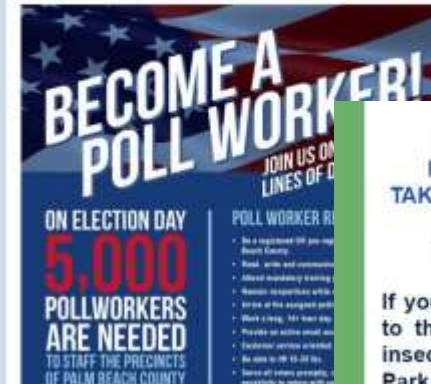
Item 1.



COMMERCIAL AND RESIDENTIAL
SANITATION SCHEDULE UPDATE
AS THE RESULT OF HURRICANE IAN

September 29:
Commercial and residential garbage
collection on a regular schedule
September 30:
Commercial and residential garbage
collection on a regular schedule

THE SUPERVISOR OF ELECTIONS
IS IN NEED OF POLL WORKERS
FOR THE
AUGUST 23 PRIMARY ELECTION
AND THE
NOVEMBER 8 GENERAL ELECTION



FREE

**PALM BEACH COUNTY FOOD BANK
TAKE-HOME MEALS FOR KIDS AND TEENS
AT
THE LAKE PARK PUBLIC LIBRARY**

If you or someone you know has a child up to the age of 18 and is experiencing food insecurity, please consider visiting the Lake Park Public Library to pick up free weekend meals. Meals will be available each Thursday while supplies last. Please see the flyer below for details.

Please contact the Lake Park Public Library at 561-881-3330 with any questions.



Facebook

- Town: 1,171 Followers (+20 in the last 28 days)
- CRA: 2,344 Followers (+7 in the last 28 days)
- Library: 322 Followers
- Most frequently used resource for Town, CRA and Library notifications
- Also used to create “Facebook Events” for Sunset Celebration, Back 2 School Extravaganza, Etc.
- Content created internally and by Strategic Marketing
- Regularly Updated By Town
- Easily Shared By Followers



Mailings

- Used discerningly due to the associated cost and pursuant to requirements in the Town Code for certain types of notifications
- Always in three languages (English, Spanish, Haitian Creole)
- Disseminated by the creating department

Item 1.

PARTICIPATE NOW!

Community Street Lighting Survey

The Town is evaluating options to upgrade the existing street lighting system and is seeking public input to help guide our selections for future lighting levels, including the style of roadway fixtures and the locations that need improvement. Information about the current street lighting in Lake Park is available on the Town's website. Please respond by October 31, 2022.




PARTICIPA AHORA!

Encuesta Comunitaria Sobre Alumbrado Público

La Ciudad está evaluando opciones para mejorar el sistema de alumbrado público existente y está pidiendo el aporte del público para ayudarnos en la selección de niveles de iluminación para el futuro, incluyendo el estilo de las luminarias vieles y los sitios que necesitan mejoría. Información sobre el alumbrado público actual de Lake Park está disponible en el sitio web de la Ciudad. Por favor responder antes del 31 de octubre del 2022.





PATISPE KOUNYE A!

Sondaj Kominote sou Sistèm Ekleraj Lari a

Vil la ap evalue opsyon pou li ka modènize sistèm ekleraj aktyèl lari yo epi l ap solisite patisipasyon piblik la, pou sèvi nou kòm gid lè n ap deside ki nivo ekleraj n ap adopte alavni, lè tou n ap deside ki kalite lanpadè nou bezwen pou wout nou yo epi ki andwa ki bezwen amelyorasyon. W ap jwenn enfòmasyon sou ekleraj aktyèl lari Lake Park nan website Vil la. Silvouplè reponn anvan 31 oktòb, 2022.





(561) 861-3345 publicworks@lakeparkflorida.gov WWW.LAKEPARKFLORIDA.GOV



TOWN OF LAKE PARK NOTIFICATION OF LAWN WATERING RESTRICTIONS

THE TOWN HAS ADOPTED THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT'S YEAR-ROUND LANDSCAPE IRRIGATION CONSERVATION MEASURES, WHICH LIMIT LANDSCAPE IRRIGATION, INCLUDING LAWN, TO **TWO DAYS PER WEEK** (PLEASE SEE ATTACHED ORDINANCE). THESE RESTRICTIONS APPLY TO RESIDENTIAL, COMMERCIAL, INSTITUTIONAL, GOVERNMENTAL AND INDUSTRIAL USERS. EFFECTIVE IMMEDIATELY, LAWN WATERING MAY ONLY TAKE PLACE **BETWEEN THE HOURS OF 8:00 P.M. AND 8:00 A.M.** ON THE DAYS INDICATED IN THE TABLE BELOW.

- Odd-numbered addresses may irrigate only on Wednesdays and/or Saturdays.
- Even-numbered addresses or other locations without an address, may irrigate only on Thursdays and/or Sundays.

IF YOUR ADDRESS ENDS IN...	MONDAY	TUESDAY	WEDNESDAY 8PM - 8AM ONLY	THURSDAY 8PM - 8AM ONLY	FRIDAY	SATURDAY 8PM - 8AM ONLY	SUNDAY 8PM - 8AM ONLY
1, 3, 5, 7, 9							
0, 2, 4, 6, 8							

These restrictions will be strictly enforced by the Town's Code Compliance Division. Exemptions to the restrictions are listed within the Ordinance. For additional information, please contact the Community Development Department Code Compliance Division at 561-861-3321 or e-mail knewley@lakeparkflorida.gov.

TOWN OF LAKE PARK CODE COMPLIANCE DIVISION 530 PFW AVENUE LAKE PARK, FL 33403 (861) 861-3321, EXT. 343

Newsletter (Inside Lake Park)

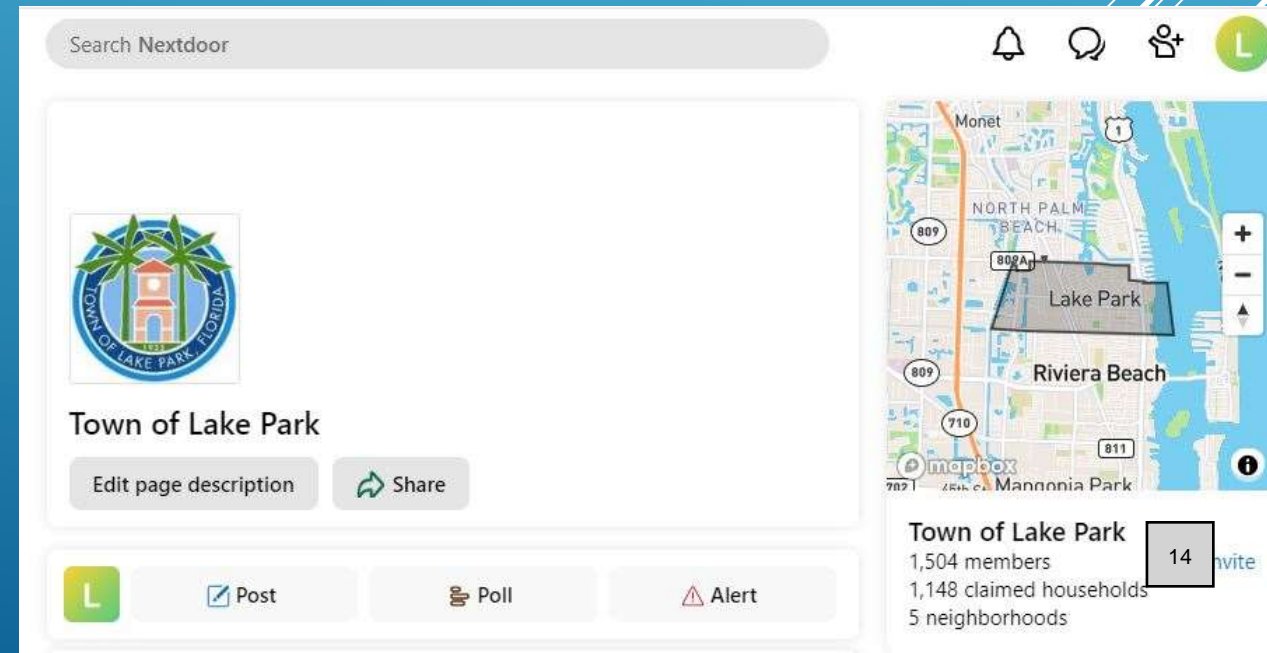
Item 1.

- Typically 30 to 50 email address additions each month
- Current list includes more than 2,600 recipients
- Features major stories, property of the month, and event flyers; recent updates include staff anniversaries and mayor's message



Nextdoor

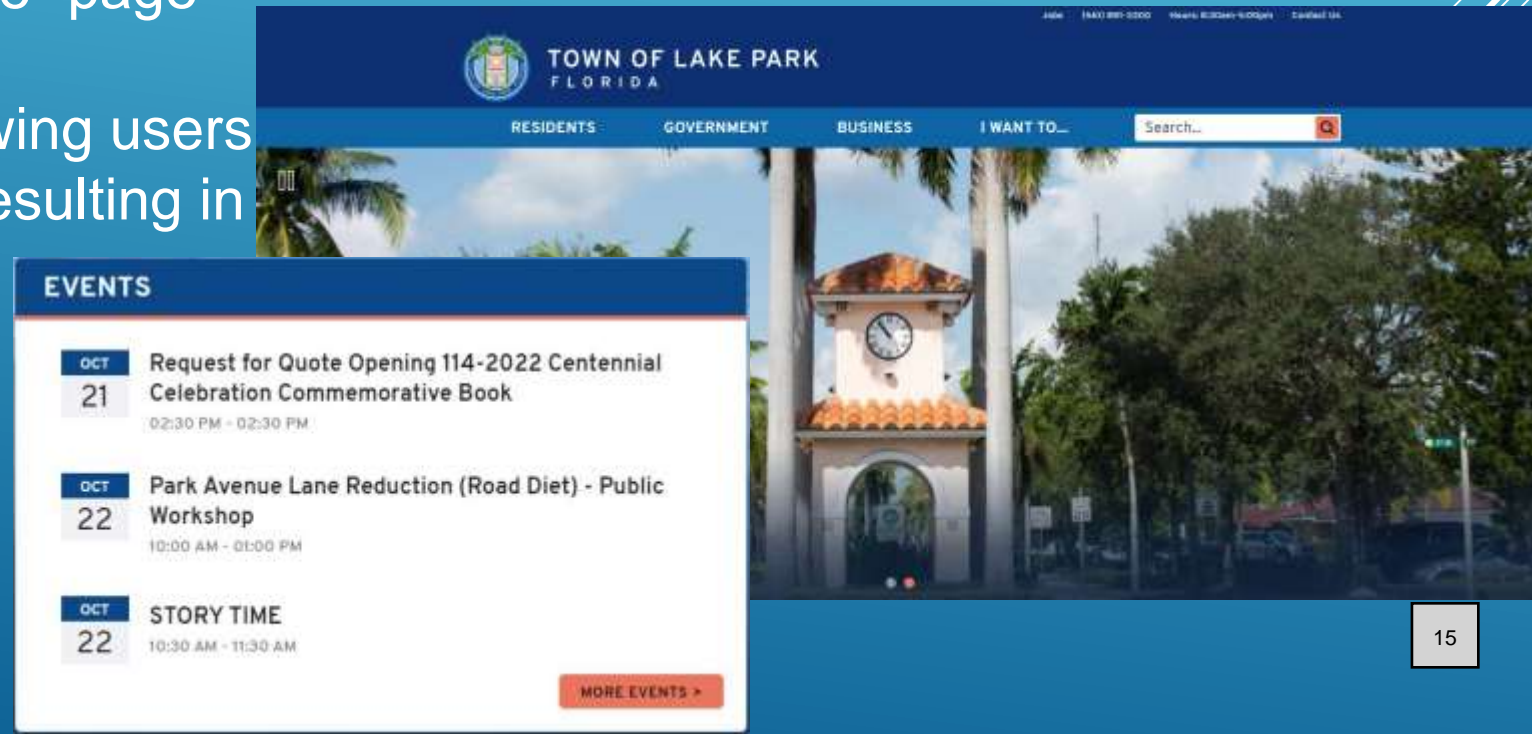
- Nearly all Facebook content created in-house is also posted on Nextdoor
- Currently at 1,504 members
- Posts also appear in “Best Lake Park” Nextdoor forum
- Only updated by Communications Department staff or designee
- Regularly updated
- Easily shared



Website

Item 1.

- Updated to include relevant new information as it becomes available
- Event calendar on front page features the three closest upcoming events; expandable to search future events (including attached event flyers)
- Easily navigated through intuitive tabs and/or “I Want To...” search feature, which is prominently displayed on the “home” page
- Front page includes a feature allowing users to request the Town’s newsletter, resulting in a minimum of five new requests per month



We can provide the community with information,
but we cannot force them to read it.

This situation is not unique to the
Town of Lake Park.

Stakeholder	Connection to the issue	Population size	Typical players
Highly Involved	Thinks about this issue daily	6-12 people or (0.001%)	Activists, Agents of change, Innocent bystanders, Proponents of change, Decision makers
Attentives	Thinks about this issue weekly/Monthly	20-50 or people (1%)	Policy Experts, Journalists, Civic Leaders, Politicians, CEOs, consultants
Browsers	Thinks about this issue Annually	1000s or (9%)	Members of political parties/associations, citizen journalists, press readership, facebook friends
General Public	Every 1 or more years/during an election cycle	Everyone else / (90%)	The Electorate, ratepayers

*Courtesy Of Zencity, a consulting firm contracted by the Town to support and enhance stakeholder engagement.

HOW CAN WE INCREASE OUR REACH?

Item 1.

- Commission participation is the easiest and most effective way to enhance our connection with our constituents and buttress staff's outreach efforts.
- Sharing the Town's Facebook posts on your own Facebook page or other social media will help to saturate the audience and demonstrate your support of the event/subject/etc.
- Flyers that are received in emails can be printed and shared with constituents.





Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 2, 2022

Agenda Item No.

Agenda Title: Courtesy presentation by the Village of North Palm Beach on their proposed C-3 district land development regulations.

☒ **SPECIAL PRESENTATION/REPORTS** ☐ **CONSENT AGENDA**
☐ **BOARD APPOINTMENT** ☐ **OLD BUSINESS**
☐ **ORDINANCE**
☐ **NEW BUSINESS**
☐ **OTHER**

Approved by Town Manager John D'Agostino **Date:** 10/31/22

Originating Department: Community Development	Costs: \$ N/A Funding Source: N/A Acct: -- <input type="checkbox"/> Finance _----_	Attachments: Village of North Palm Beach Draft C-3 District Land Development Regulations
Advertised: Date: Paper: <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone OR Not applicable in this case _ ND _ Please initial one.

Summary Explanation/Background:

As the Town Commission is aware, the C-3 district area (*also referred to as the Northlake Promenade Shoppes or Twin City Mall Site*) has recently adopted a new land use designation and zoning district regulations by the Town to promote mixed-use development. Our regulations were developed in partnership with the Village of North Palm Beach so as to create a plan that would synergize within the entire area given that both jurisdictions share a common C-3 boundary. The Village of North Palm Beach is moving their draft land development regulations forward and as a courtesy (and similar to the courtesy presentations provided by the Town to the Village), the Village is presenting their draft code to the Town Commission and is welcoming any comments or feedback. The Village's draft code, similar to the Town's, requires joint staff and planning board review for all site plan applications within the C-3 area.



Recommended Motion: Presentation only.

ORDINANCE NO. 2022-____

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE III, "DISTRICT REGULATIONS," OF APPENDIX C (CHAPTER 45) OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 45-34.1 TO REVISE THE ZONING REGULATIONS FOR THE C-3 REGIONAL BUSINESS DISTRICT TO FACILITATE REDEVELOPMENT AND PROVIDE FOR A NEW PLANNED UNIT DEVELOPMENT PROCEDURE; AMENDING SECTION 45-35.1, "PLANNED UNIT DEVELOPMENT," TO ALLOW FOR USE BY PROPERTIES WITHIN THE C-3 ZONING DISTRICT UNDER SPECIFIED CIRCUMSTANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, through the adoption of Resolution No. 2016-73, the Village Council formally adopted the Citizens' Master Plan Report prepared by the Treasure Coast Regional Planning Council ("Master Plan"), including the recommendations contained therein, as setting forth the guiding principles for future development within the Village; and

WHEREAS, the Master Plan recognized the redevelopment potential of the old Twin City Mall site, the development of which is governed by the Village's C-3 Regional Business District zoning regulations; and

WHEREAS, the Master Plan expressed a preference for a lifestyle center, like CityPlace or Mizner Park, within the C-3 District that would provide "shopping, entertainment, restaurant uses within the form of an urban neighborhood that incorporates residential as an integral use;" and

WHEREAS, as noted in the Master Plan, the site is large enough to accommodate a significant project with buildings tall enough to afford water views and could incorporate the following qualities: (1) an interconnected system of walkable blocks and small streets; (2) buildings lining streets and facing parks and open spaces; (3) a mix of building types such as townhouses, low-rise multi-family, high-rise multi-family, retail and mixed use; and (4) parking provided on-street, in garages and behind buildings; and

WHEREAS, the Village shares the Twin City Mall site with the Town of Lake Park, and the Town has already adopted new zoning regulations with increased density and intensity to facilitate redevelopment as well as a Regulating Plan to maintain interconnectivity; and

WHEREAS, the Village wishes to amend the zoning regulations for the C-3 Regional Business Zoning District to facilitate the type of large-scale development or lifestyle center contemplated by the Master Plan through the use of a new Planned Unit Development process that provides added flexibility and intensity; and

WHEREAS, the Planning Commission, sitting as the Local Planning Agency, conducted a public hearing to review this Ordinance and provide a recommendation to the Village Council; and

WHEREAS, having considered the recommendation of the Planning Commission and conducted all required advertised public hearings, the Village Council determines that the adoption of this Ordinance is in the interests of the health, safety and welfare of the residents of the Village of North Palm Beach.

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein.

Section 2. The Village Council hereby amends Article III, "District Regulations," of Appendix C (Chapter 45) of the Village Code of Ordinances by amending Section 45-34.1 to read as follows (additional language underlined and deleted language ~~stricken through~~):

Sec. 45-34.1. C-3 regional business district.

The C-3 regional business district is designed for the re-use and/or redevelopment of commercial property. It contains special regulations and procedures that are integrated with those of the Town of Lake Park to avoid conflicts that could otherwise be created by the location of the town/village boundary. Within C-3 business districts, the following regulations shall apply:

- (1) *Uses permitted.* ~~Within the C-3 zoning district, no building, structure, land, or water shall be used, unless otherwise permitted by these regulations, except for any combination of the following purposes:~~ Table 1 indicates the allowable uses in the C-3 regional business district:
 - a. ~~Banks, savings and loans, stockbrokers, and similar financial institutions.~~
 - b. ~~Business offices, including medical and professional services.~~
 - c. ~~Community residential homes, subject to the same requirements as apply in the R-2 zoning district, and family day care centers as defined in Chapter 402, Florida Statutes.~~
 - d. ~~Hotels, motels, and time share units.~~
 - e. ~~Multiple family dwellings (each building containing three (3) or more units) and customary accessory uses, subject to any limitations on residential uses in the adopted Comprehensive Plan.~~

- f. ~~Personal services typically offered in conjunction with shopping facilities, such as laundromats, dry cleaners, barber and beauty shops, child care facilities, health clubs, and shops for the repair, cleaning, or rental of items weighing less than one hundred (100) pounds.~~
- g. ~~Restaurants and other establishments where food and/or beverages are prepared and served.~~
- h. ~~Retail sale of new or antique merchandise that is displayed indoors only, whether in freestanding buildings or in a centrally managed shopping center or enclosed mall.~~
- i. ~~Theaters and other entertainment facilities including nightclubs, game rooms, bowling alleys, and similar establishments, provided they are fully enclosed and provided such uses shall not include adult entertainment establishments.~~

Table 1 - Allowable Uses

	<u>USES PERMITTED</u>	<u>BY PUD ONLY¹</u>	<u>NOT PERMITTED</u>
<u>RESIDENTIAL USES</u>			
<u>Mobile home park</u>			●
<u>Dwelling, one family detached</u>			●
<u>Dwelling, all other dwelling types</u>	●		
<u>Live/work unit</u>		●	
<u>Assisted living facility</u>		●	
<u>Community residential home</u>	● ²		
<u>LODGING USES</u>			
<u>Bed-and-breakfast establishment</u>		●	
<u>Hotel, including Extended Stay</u>	●		
<u>Motel</u>	●		
<u>Time-share unit</u>		●	
<u>BUSINESS USES</u>			
<u>Offices, general</u>	●		
<u>Office or clinic, medical or dental</u>	●		
<u>Stores & services, general</u>	●		
<u>Stores & services, large format</u>	●		
<u>Adult entertainment</u>			●
<u>Convenience store with fuel</u>		●	
<u>Dog daycare</u>		●	
<u>Drive-through facility (for any use)</u>		●	

<u>Garage, parking</u>	<u>●</u>	
<u>Heavy commercial and light industrial</u>		<u>●</u>
<u>Medical marijuana treatment center</u>		<u>●</u>
<u>Restaurant</u>	<u>●</u>	
<u>Bar, Night Clubs or Entertainment Establishments</u>	<u>●</u>	
<u>Telecommunications antennas</u>		<u>●</u>
CIVIC & EDUCATION USES		
<u>Child care facility</u>		<u>●</u>
<u>Church or place of worship</u>	<u>●</u>	
<u>Civic space</u>	<u>●</u>	
<u>Family day care</u>		<u>●</u>
<u>Government building</u>	<u>●</u>	
<u>Hospital or medical center</u>		<u>●</u>
<u>Public space</u>	<u>●</u>	
<u>School, public or private</u>		<u>●</u>

1 See section 10 for additional PUD requirements

2. Subject to the same requirements as apply in the R-2 zoning district

- (2) *Off-street parking.* All proposed land uses shall provide a sufficient number of parking spaces to accommodate the number of vehicles that can be expected to be attracted to that use. Individual land uses can provide at least the number of spaces listed below on the same parcel of land as the principal building (or on an adjoining parcel under identical ownership) in lieu of using the parking space standards found elsewhere in this Code. However, certain land uses may require less parking; and combinations of land uses may be able to reduce the total number of spaces by sharing those spaces during differing peak hours or because of pedestrian traffic or multi-purpose trips. Modified standards may be approved if fewer spaces will accommodate the number of vehicles that can be expected to be attracted to that use (or combination of uses) at the proposed location. Such a modification may be made on individual parcels of land (or adjoining parcels under identical ownership) by the building official when permitted by consensus national codes or standards or after submission of persuasive technical evidence (such as publications of the Institute of Transportation Engineers (ITE)). Modifications that involve shared parking on parcels of land that are not under identical ownership, or parking in a different municipality than the principal building regardless of ownership, may be approved through the special C-3 PUD procedures found below in section 45-34.1(10).

- a. Auditoriums of any kind — 1 space per 3 seats.

- b. Banks and other financial institutions — 3 spaces per 1,000 square feet.
- c. Hotels and motels — 1 space per guest room plus 1 space per 2 employees during the peak period; parking for restaurants and other guest facilities to be calculated separately.
- d. Offices, medical/dental — 5 spaces per 1,000 square feet.
- e. Offices, all other — 3 spaces per 1,000 square feet.
- f. Residential — 2 spaces per dwelling unit.
- g. Restaurants and nightclubs — 12 spaces per 1,000 square feet, except 6 spaces per 1000 square feet for restaurants offering take-out service.
- h. Retail uses and personal services — 4 spaces per 1,000 square feet, except 1.5 spaces per 1,000 square feet for furniture sales.
- i. Shopping centers — 4 spaces per 1,000 square feet.
- j. Uses not listed above to be determined by the building official using standards found elsewhere in this Code or upon submission of persuasive technical evidence about the number of vehicles that can be expected to be attracted.

NOTES:

- 1. All areas are measured as gross floor area except multi-tenant shopping centers and office complexes, which are measured as gross leasable area.
- 2. Fractional spaces can be disregarded.
- 3. Wherever the term "identical ownership" is used, the land parcels in question must be contiguous and must be owned by or under the unified control of the applicant.

- (3) *Off-street loading and internal circulation.* Requirements for off-street loading, parking lot aisles, accessways, and general internal circulation shall be same as would apply in the C-S zoning district.

- a. *Lighting:* Parking lots shall be fully illuminated during hours of business operation with a minimum standard of illumination from closing to dawn per the Palm Beach County Code or ITE, whichever is more stringent.

- (4) *Landscaping.* Landscaping shall be required along the outer boundary of the C-3 zoning district (irrespective of any municipal boundary) and also in unroofed parking areas whenever a parking area is constructed, reconstructed, or reconfigured. In addition to the other provisions of Chapter 27 of this Code, the following landscaping requirements shall be met:
- a. *Required landscaping adjacent to public rights-of-way:* The required landscaped strip between a public right-of-way and an off-street parking area shall be at least fifteen (15) feet wide and shall contain at least five (5) trees and eighteen (18) shrubs for each one hundred (100) lineal feet.
 - b. *Parking area interior landscaping for unroofed parking areas:* At least ten (10) percent of the total paved surface area shall be devoted to landscaped areas. Each area counting toward the ten (10) percent total shall have an average minimum dimension of ten (10) feet. At least one (1) tree shall be planted for every two hundred fifty (250) square feet of required internal planting area. No parking space shall be more than one hundred (100) feet from a tree planted in a permeable island, peninsula, or median having a ten-foot minimum width.
 - c. *Indigenous native vegetation:* To reduce maintenance and water consumption, required landscaping shall include at least seventy-five (75) percent indigenous native trees and fifty (50) percent indigenous native shrubs.
 - d. *Installation:* All required landscaping shall be installed using xeriscape principles including water conservation through the appropriate use of drought-tolerant plants, mulching, and the reduction of turn areas. Irrigation systems shall be designed to operate only when needed and only in those areas that require irrigation.
 - e. *Maintenance:* The property owner shall be responsible for the maintenance of all required landscaped areas in a healthy and vigorous condition at all times. Required trees shall not be trimmed or pruned in such a way as to alter or limit their normal mature height or crown spread. If required plants die, they shall be replaced within sixty (60) days.
- (5) *Setbacks and height.* The following setback, height, and spacing regulations apply in the C-3 zoning district:

- a. *Perimeter setbacks:* All buildings and structures shall be set back a minimum of thirty (30) feet from the outer boundary of the C-3 zoning district, except an interior common municipal boundary. For buildings in excess of two (2) stories or thirty (30) feet in height, one (1) foot shall be added to the required perimeter setback for each extra foot of height over thirty (30) feet.
 - b. *Additional setbacks to internal property lines:* The need for building setbacks to property lines adjoining other land zoned C-3 is related to the existing or proposed uses of those properties. Unless modified through the special C-3 PUD procedures found below in section 45-34.1(10), all new buildings and structures shall be set back a minimum of twenty-five (25) feet from each of its property lines.
 - c. *Maximum building height:* The maximum height of any building shall be fifty (50) feet.
 - d. *Spacing between buildings:* The minimum spacing between individual buildings on the same or adjoining C-3 properties shall be as required by applicable fire and building codes.
- (6) *Maximum lot coverage.* There is no fixed cap on lot coverage or floor area ratio. Maximum intensity will be governed by the application of the parking, loading, setback, building height, and surface water management standards found herein.
- (7) *Signs.* In addition to the other provisions of sections 6-111 through 6-117 of this Code, but notwithstanding any conflicting standards found therein, signs in the C-3 zoning district shall comply with the following regulations unless modified through the special C-3 PUD procedures.
- a. *Ground signs* are mounted on a monolithic base and are independent of any building for support. They are permitted only when the sign and base are monolithic and have essentially the same contour from grade to top. Ground signs that meet the following regulations are permitted in the C-3 district only along U.S. Route 1 and Northlake Boulevard:
 1. *Maximum number of ground signs:* One (1) ground sign along U.S. Route 1 and one (1) ground sign along Northlake Boulevard, regardless of jurisdiction, North Palm Beach or Lake Park.
 2. *Maximum height of ground sign base:* Three (3) feet.

3. *Maximum height of ground signs:* Thirteen (13) feet including the base, measured from the finished grade nearest the base (excluding berms).

4. *Maximum size of ground signs:* One hundred (100) square feet; copy may be placed on two (2) sides of a ground sign without counting the area twice.

b. *Pole signs* are not attached to any building and are supported upon the ground by poles or braces. Pole signs are not permitted in the C-3 district.

c. *Wall signs* are those that are attached to the exterior of a building or structure in such a manner that the wall becomes the supporting structure, and may form the background surface, of the sign. Wall signs are permitted in the C-3 district provided they meet the following regulations:

1. *Maximum depth of wall signs:* Wall signs may not be painted directly on the wall and may not project more than two (2) feet from the building to which they are fastened.

2. *Allowable slope of wall signs:* Wall signs may not be attached to walls that slope more than forty-five (45) degrees from a vertical plane.

3. *Maximum height of wall signs:* Eighteen (18) feet measured from the finished grade nearest the wall, except that on a building of more than two (2) stories, a single wall sign is allowed above eighteen (18) feet. No wall sign may extend above the top of the wall to which it is attached.

4. *Maximum number of wall signs:* One (1) permanent wall sign is permitted for each business which has direct ground level walk-in access from a public or private roadway or sidewalk, and one additional permanent wall sign identifying the building is permitted for each multiple occupancy complex.

5. *Maximum size of wall signs:* Five (5) percent of the area of the wall to which it is attached; or seven (7) percent if the front building setback is greater than seventy (70) feet; or ten (10) percent if the front building setback is greater than one hundred (100) feet. However, in no case shall a wall sign exceed one hundred (100) square feet in size.

- 1 d. *Roof signs* are erected and constructed wholly on and over the roof
2 of a building, and are supported by the roof structure or are an
3 integral part of the roof. Roof signs are not permitted in the C-3
4 district.
5
6 e. *Size computations:* When these regulations establish the maximum
7 size of a sign, it shall be computed by means of the smallest square,
8 circle, rectangle, triangle, or combination thereof that will
9 encompass the extreme limits of the writing, representation,
10 emblem, or other display, together with any material or color
11 forming an integral part of the background of the display or used to
12 differentiate the sign any backdrop or structure against which it is
13 placed.
14
15 f. *Allowable colors:* Notwithstanding the regulations in Chapter 6 of
16 this Code, color tones utilized for all signs complying with these
17 regulations shall be compatible with surrounding area.
18
19 g. *Lighting:* Signs containing illumination shall be turned off by 12:00
20 a.m. (midnight) each night, or when the business closes, whichever
21 is later.
22
23 h. *Appeals:* Notwithstanding conflicting appeal procedures found
24 elsewhere in this Code, all requests for modifications to sign
25 regulations in the C-3 zoning district shall be made through the
26 special C-3 PUD procedures found below in 45-34.1(10).
27
28 (8) *Surface water management.* A complete surface water management system
29 shall be provided to current standards of the South Florida Water
30 Management District whenever a building or parking area is substantially
31 redeveloped.
32
33 (9) *Location of business for retail sales of alcoholic beverages.*
34
35 a. No licensed retail sales of alcoholic beverages shall be carried on
36 where the proposed place of business is within five hundred (500)
37 feet of a church, synagogue, temple or other place of worship.
38
39 b. The method of measurement provided for above shall be made or
40 taken from the main front entrance of such church to the main front
41 entrance of the applicants proposed place of business along the route
42 of ordinary pedestrian traffic.
43
44 c. The restrictions of section 45-34.1(9), (1)[a.] shall not apply to the
45 retail sale of beer, ale or wine for off-premises consumption.
46

- d. The restrictions of section 45-34.1(9), (1)[a.] shall not apply to any bona fide restaurant as defined and licensed under Florida Statutes as a restaurant with full kitchen facilities, regardless of size or seating capacity, where alcoholic beverages are served solely as an accessory use to the restaurant and only when such restaurant is open for the sale and service of food.

(10) *Special C-3 Planned Unit Development (PUD) provisions.* ~~Land in a C-3 zoning district may have fragmented ownership or may adjoin a municipal boundary. Despite these complications, the Village of North Palm Beach desires to provide for an added degree of flexibility in the placement and interrelationship of the buildings and land uses in this district. One (1) or more landowners in the C-3 district may elect to use these special PUD procedures to seek approval of a site development plan that resolves ownership or boundary complications and/or which differs from the literal terms of these zoning and land development regulations. These procedures may also be used to seek approval for certain land uses that are not permitted by right in the C-3 district (see section 45-34.1(1) above) or to request a specific modification to the sign regulations. However, any PUD approval under these procedures must be consistent with the spirit and intent of the C-3 zoning district and must also be consistent with the Comprehensive Plan. It is the intention of the village to provide a mechanism and process to promote the redevelopment of the obsolete and underutilized areas of the C-3 zoning district with large-scale, master-planned projects that promote: a mix of uses; connectivity; pedestrian-oriented development; removal of surface parking; creation of public/civic gathering spaces; and shopping, entertainment and restaurant uses within the form of an urban neighborhood incorporating residential development as an integral use. These projects promote the economic and redevelopment goals of the village, and the village has created these planned unit development (PUD) provisions to facilitate these goals. Properties in the C-3 zoning district that do not meet the threshold criteria set forth below may utilize the general PUD provisions of section 45-35.1 of this code as set forth in section 45-35.1(D). Properties in the C-3 zoning district that do meet the threshold criteria below may, at the option of the property owner, utilize the following special PUD regulations:~~

- a. The threshold criteria for use of these special provisions are as follows:

1. The development parcel includes a minimum of at least five (5) contiguous acres of land that will be initially reviewed and approved as one overall development project. Any subsequent amendments to such plan or individual phases of such plan shall also be subject to these special provisions.

2. The project provides a minimum of one-half (1/2) acre (including all adjacent pedestrian amenities, including sidewalks, of the total project site area) for a civic space within the project site. "Civic space" shall be defined as an open space that is available for public use. The civic space may be owned, maintained and/or operated either publicly or privately.

3. To achieve a mixed-use project, a minimum of 50,000 square feet of the total project development shall be allocated to non-residential uses.

~~b. — Additional land uses: The following land uses are not permitted by right but may be approved in response to a specific PUD application:~~

~~1. — Automobile, truck, or motorcycle dealers (new or used).~~

~~2. — Cultural, civic, educational, health care, and religious facilities.~~

~~3. — Nursing or convalescent homes.~~

~~4. — Offices for non-profit, religious, or governmental activities.~~

~~5. — Automobile service stations, not involving automobile repairs or maintenance, including ancillary uses of convenience store and car wash.~~

a b. *Allowable changes to existing regulations:* No PUD approval can permit any development that is inconsistent with the Comprehensive Plan. Subject to this limitation, changes may be considered through this process to any other zoning and land development regulation that the village council finds would unduly constrain desirable re-use and/or redevelopment of land in the C-3 zoning district. After any such changes are made by the village council, those changes shall govern to the extent of conflict with these regulations.

c. ~~*Minimum PUD requirements Unified control:* There is no minimum parcel size for PUD applications. However, most favorable consideration will be given to applications that encompass the largest possible land area, and no parcel that is smaller than its size when this section was adopted (March, 1995) may be submitted unless it was properly platted through the provisions of these land development regulations. All parcels submitted in a single PUD application must be contiguous and must be owned by or be under the unified control of the applicant. All common areas shall be~~

subject to joint maintenance by all of the property owners within the PUD, and the unified control documents shall provide for reciprocal easements over all driveways, parking areas and pedestrian areas in favor of all properties within the PUD. While the village shall always treat the PUD as one project, portions of the PUD may be conveyed to third parties by metes and bounds once the unified control documents have been approved by the village attorney and recorded in the public records.

d. *Application procedures:* PUD applications made under this section shall be accompanied by the applicable fee and shall contain the following:

1. Satisfactory evidence of unified control of the entire area within the proposed PUD; agreement to abide by the conditions of approval, if granted; and ability to bind successors in title to these conditions if the proposed development is built.
2. A proposed master site development plan in sufficient detail to show the approximate locations of buildings, parking areas, and stormwater management facilities. This plan shall also show the exact locations of all access points to public streets and to any abutting land zoned C-3, whether in Lake Park or North Palm Beach. The master plan shall also include intensity of each use, floor area ratio (FAR), and building heights. The master plan may include phased development.
3. ~~Unless clearly shown directly on the site development plan, an explicit list of zoning and land development regulations for which changes are sought, and the proposed alternate standards. An application and justification statement describing land uses proposed, waivers required, and volunteered limiting conditions to further the intent of the C-3 district.~~
4. ~~A specific list describing any of the additional land uses listed in section 45-34.1(10)b. for which the applicant is requesting approval. Vehicular circulation plan and traffic impact study completed by a certified transportation engineer.~~
5. ~~Any volunteered limiting conditions that could provide assurances that the development as proposed would further the intent and spirit of the C 3 district and the~~

Comprehensive Plan. Conceptual drainage plan and statement by a certified civil engineer.

6. Conceptual landscape design completed by a registered landscape architect.

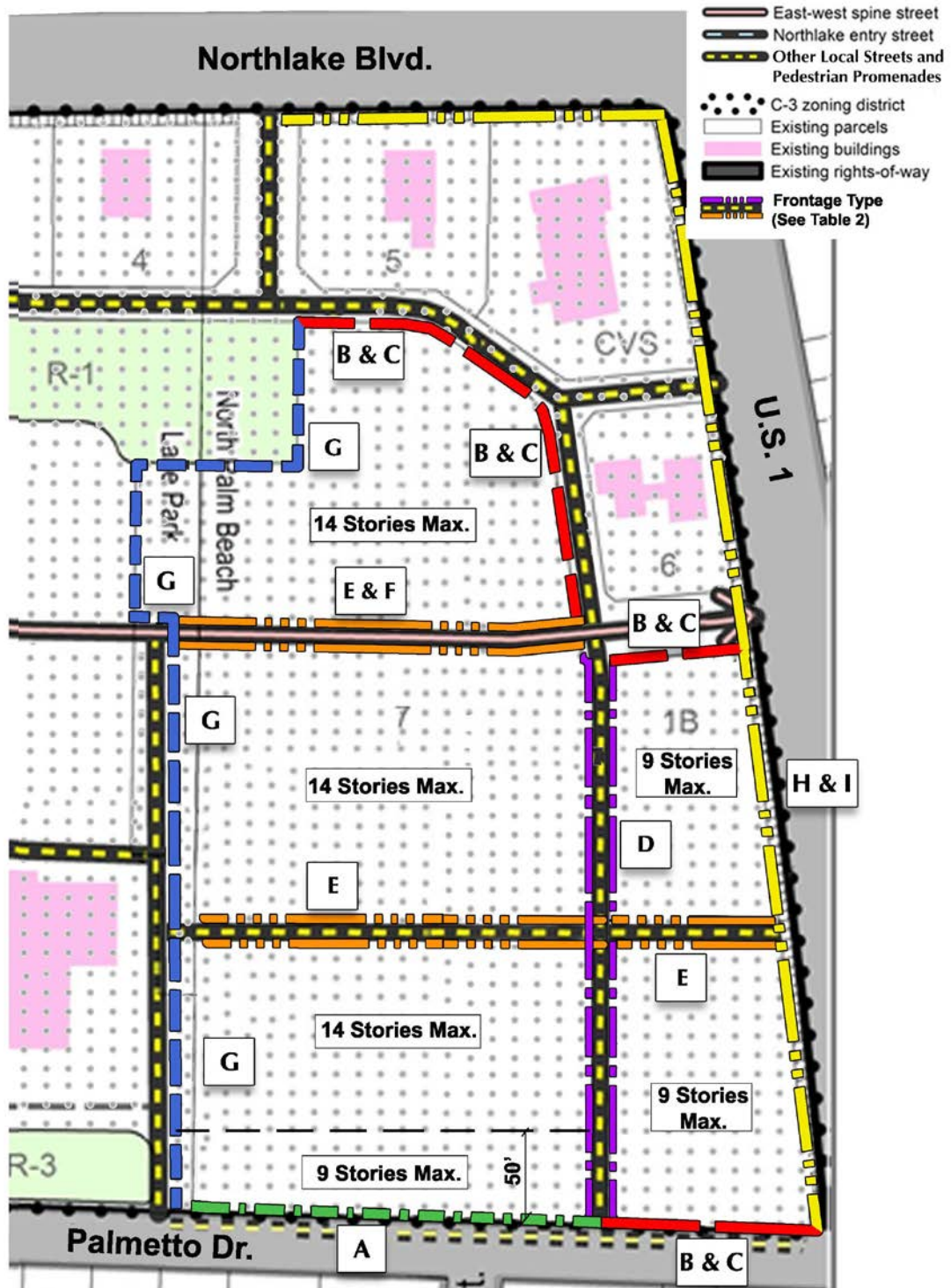
~~The site development plan, lists of alternate standards and additional land uses, and volunteered conditions should be submitted in a format suitable for attachment to an ordinance approving the requests.~~

e. *Approval process:* PUD applications under this section shall be forwarded along with recommendations from staff to the planning commission, which after holding a public hearing shall make a formal recommendation to the village council of approval, partial approval, or disapproval. The village council shall also hold a public hearing and ~~decide whether to approve, partially approve, or disapprove the PUD application.~~ to take final action on the application. ~~Unless the application is disapproved in full, this action shall be by ordinance.~~ The applicant may then proceed to obtain final site plan and appearance approval for specific phases of the project (if applicable) as indicated in the approved master plan. ~~all other needed development permits in accordance with the village's regulations.~~

f. *Application review procedures abutting or crossing a municipal boundary:* ~~Any PUD application for property abutting or crossing the Lake Park town boundary shall meet all of the above requirements. In addition, to protect the interests of other C-3 landowners and the town, a decision on the PUD application shall be made by the village council only at a joint meeting with the Lake Park Town Commission.~~ Regardless of the final governing body approving the project, joint municipal staff review and a joint meeting of the North Palm Beach planning commission and the Lake Park planning and zoning board shall be required for approval. Both municipalities shall review the master plan and subsequent site plan and appearance approvals, unless otherwise provided for as part of the master plan approval process. For projects proposed within the jurisdictional boundaries of both Lake Park and North Palm Beach, the project shall be reviewed in accordance with the governing standards of whichever jurisdiction contains 80% or more of the project area. The governing body of the same jurisdiction, instead of both governing bodies, shall make final approval, with recommendations from both advisory planning boards.

- g. Regulating Plan. Figure 1, Regulating Plan, identifies the properties, frontage types and street locations for properties developing under the special PUD regulations.

Figure 1 – Regulating Plan



h. Building frontage types.

1. Setbacks. The following setbacks shall apply to development parcels approved through the site and appearance review process:

i. Perimeter setbacks: All buildings fronting public rights-of-way shall meet the front setbacks as indicated in the regulating plan and further described in Table 2.

ii. Additional setbacks to internal property lines, parcel lines or private internal streets, drives or alleys: All internal buildings shall meet the building frontages as indicated on the regulating plan and described in Table 2.

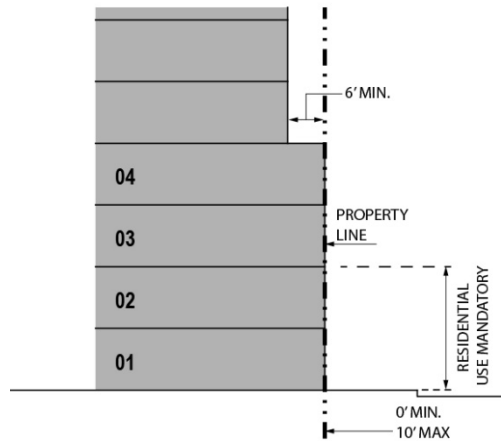
iii. Spacing between buildings: The minimum spacing between individual buildings on the same property, same parcel or adjoining C-3 properties shall be determined by applicable fire and building codes.

2. Build to Zone.

i. For all properties, the build-to-zone is measured from the property line or development parcel line.

Table 2 - Building Frontage Types

The following frontage configurations shall be used within the properties designated on the regulating plan. See Figure 1 for permitted frontage locations.



A

Build to Zone

Ground Thru 4th Floors 0' min.
10' max
Above 4th Floor 6' min.



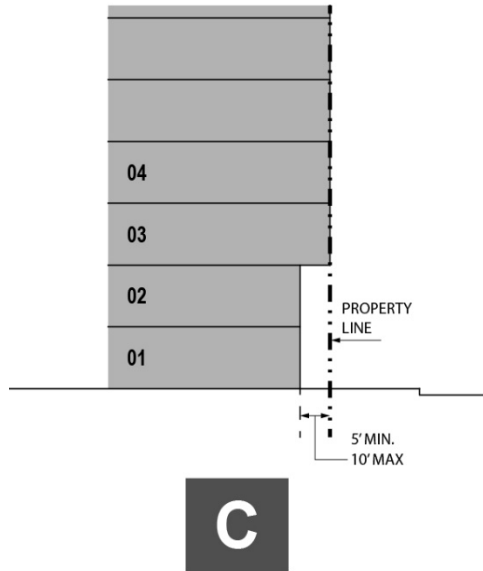
B

Build to Zone

Active Use setback 5' min.
10' max
Above active use 0' min.

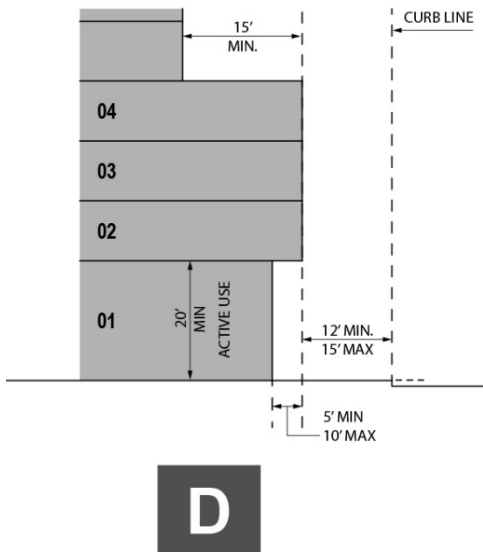
1

Table 2 - Building Frontages Cont.



Build to Zone

<u>Ground and 2nd Floors</u>	<u>5' min.</u> <u>10' max</u>
<u>Above 2nd Floor</u>	<u>0' min.</u>



Build to Zone

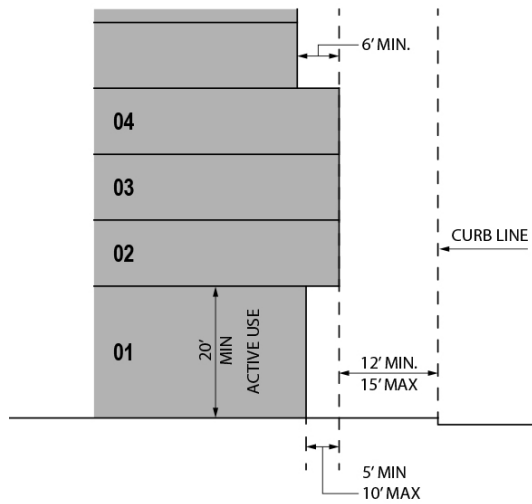
<u>Active Use Setback</u>	<u>17' min.</u> <u>25' max</u>
<u>2nd 3rd & 4rd Floor</u>	<u>12' min.</u>
<u>Above 4rd Floor</u>	<u>27' min.</u>

2

3

1

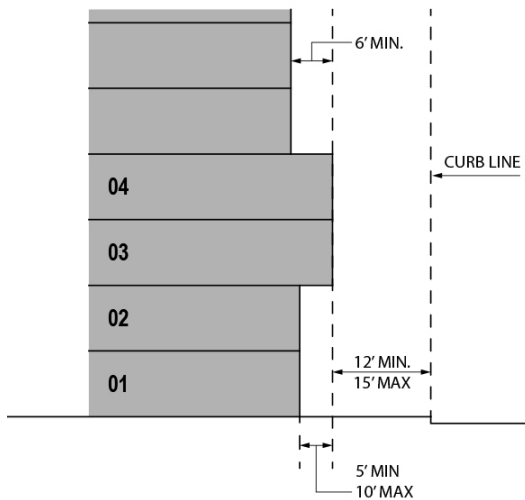
Table 2 - Building Frontages Cont



E

Build to Zone

<u>Active Use Setback</u>	<u>17' min.</u>
	<u>25' max</u>
<u>Above 2nd thru 4th Floor</u>	<u>12' min.</u>
<u>Above 4th Floor</u>	<u>18' min.</u>



F

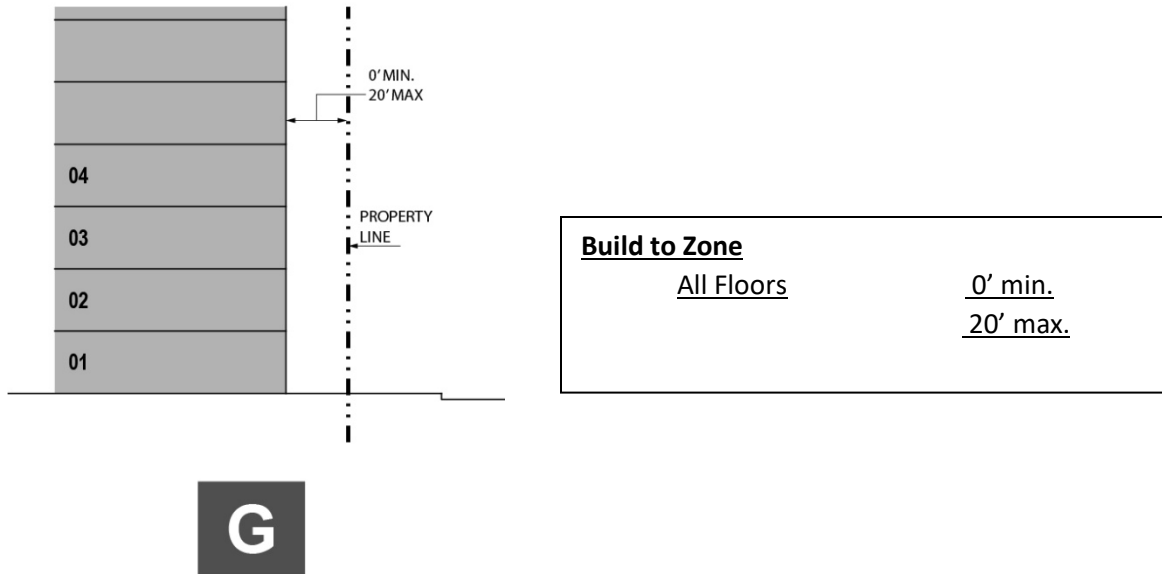
Build to Zone

<u>Ground and 2nd Floors</u>	<u>17' min.</u>
	<u>25' max.</u>
<u>3rd and 4th Floor</u>	<u>12' min.</u>
<u>Above 4th Floor</u>	<u>18' min.</u>

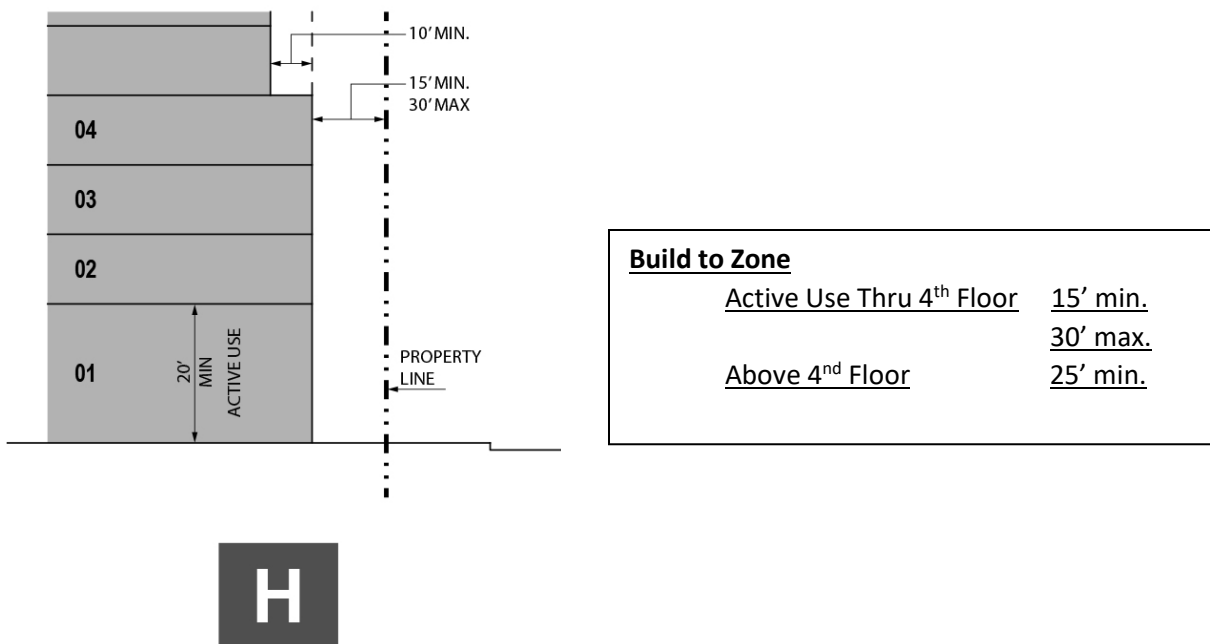
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1

Table 2- Building Frontages Cont.

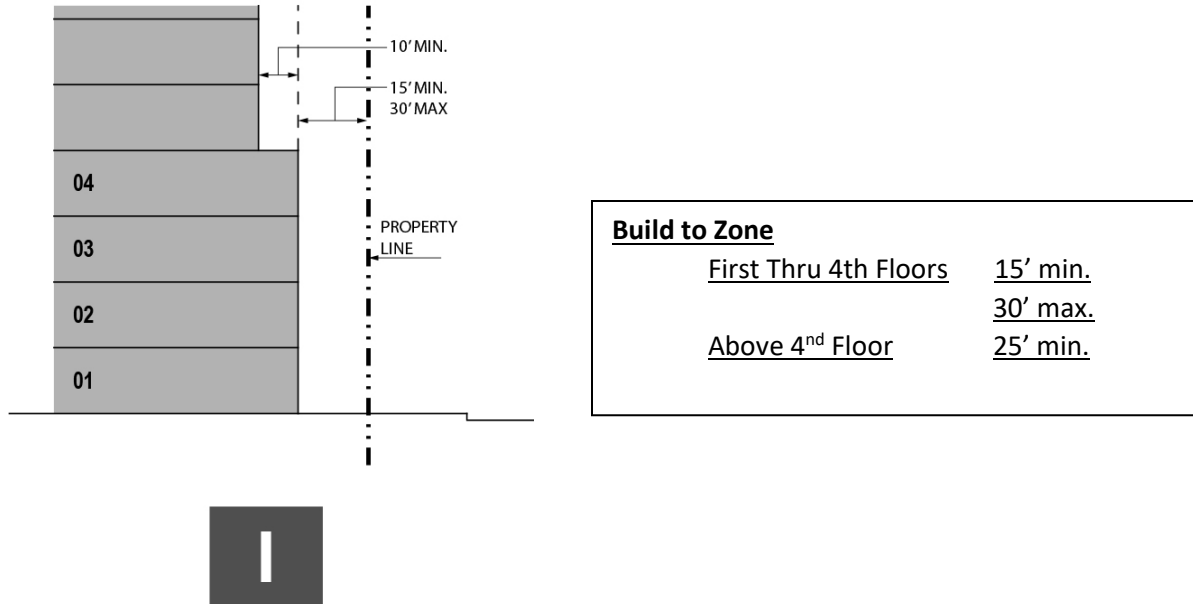


2



3

1

Table 2 - Building Frontages Cont.

2

i. *Building Frontage percentage:* The building frontage percentage is calculated by dividing the width of the building or building lying within the build-to-zone by the width of the lot along the same street frontage. All buildings shall have a minimum frontage of seventy (70) percent.

j. *Development Intensities:* Master site development plans proposed through this process shall have a maximum Floor Area Ratio (FAR) of 2.75. The FAR is calculated by the total gross area of the property, including existing and proposed easements and proposed public and private streets and alleys multiplied by the FAR. The maximum building area is limited by the maximum allowable FAR. "Building Area" means the total air-conditioned leasable or saleable floor area of a building, excluding fully enclosed storage spaces, non-habitable enclosed areas on the rooftop, stairs and elevator areas, and external unenclosed circulation areas. The building area does not include: parking areas; unenclosed colonnades, porches and balconies; mechanical and electrical spaces; and trash rooms. Storage spaces without windows and enclosed by surfaces that allow for natural ventilation or outside air circulation shall not be

1 included. The building area shall be measured from the
2 center of exterior walls.

- 3
4 k. *Building Height:* Buildings meeting the criteria of these
5 special PUD provisions may have buildings up to fourteen
6 (14) stories in height, and a maximum of two hundred feet
7 (200'), not including roof-top amenities. Buildings fronting
8 U.S. Highway One and Palmetto Drive shall not exceed nine
9 (9) stories within fifty (50) feet of the right-of-way.

10
11 For the purposes of calculating the number of stories in a
12 building, stories shall be defined as the space between
13 finished floor and the top of the structural slab and adjusted
14 as follows:

- 15
16 1. Each level devoted to parking is considered as an
17 individual story when calculating the number of
18 stories in a building except where parking levels are
19 screened by a liner building that is a minimum of
20 twenty feet (20') deep and at least two (2) stories tall
21 or an architectural feature that screens the parking.
22
23 2. When parking levels are constructed on a slope or are
24 connected by sloping or circular ramps, the number
25 of stories will be based on the non-sloped areas. If
26 there are no non-sloped areas, the number of stories
27 will be counted as the highest parking level plus each
28 parking level below.
29
30 3. A mezzanine will not count towards the number of
31 stories provided the total area of the mezzanine level
32 is less than forty percent (40%) of the floor area of
33 the main story below.
34
35 4. Rooftop amenities shall not count as a story so long
36 as no more than forty percent (40%) of the rooftop
37 shall be fully enclosed, air-conditioned space. None
38 of the space is habitable for residential purposes.

- 39
40 1. *Floor to Floor Heights:* Development may use the following
41 standards for the elevation of ground-floors and minimum/
42 maximum dimensions for floor heights. These standards are
43 measured as follows in Table 3.
44

Table 3 - Floor to Floor Standards

	<u>Max.</u>
<u>Height of ground-story:</u>	<u>25'</u>
<u>Height of upper-story:</u>	<u>14'</u>

Exceptions: The maximum floor to floor height standards in Table 3 do not apply in the following circumstances:

1. A story in or under a building that is devoted to parking is counted as a story when calculating the number of stories in a building, but does not need to comply with the maximum floor to floor heights in Table 3.
2. When the total area of mezzanine level is less than forty percent (40%) of the floor area of the story below, the mezzanine level does not need to comply with the maximum floor to floor heights in Table 3.
3. Any story that exceeds the height limitation of table 3 will count as an additional story.

m. Architectural Features:

1. Main Entrances:
 - i. Main entrances for all buildings in these special provisions is its principal point of access for pedestrians. Main entrances must face a street, alley, or civic space.
 - ii. Buildings fronting on two streets may have a pedestrian entrance on both streets.
2. Facade Transparency:
 - i. Transparency means the amount of transparent window glass or other openings in a building's façade along a street frontage. The transparency ratio requirement is expressed as the percentage of the transparent area divided by the entire façade area. It is calculated separately for the ground story of a façade and all upper story floors above the first floor.

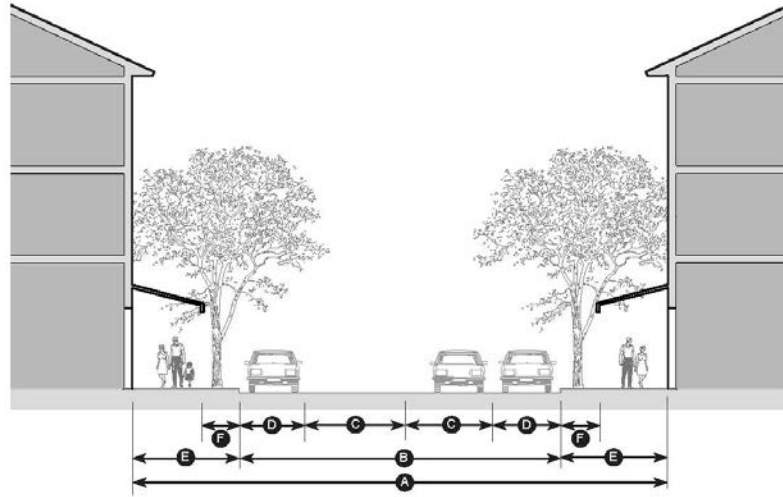
- ii. A minimum of sixty percent (60%) transparency shall be provided for all ground floor non-residential building frontage and all non-residential uses above the ground floor, with the exception of garage structures and floors above the ground floor that are part of a parking structure which are exempt from this requirement.
- iii. Glazed windows and doors with tinted glass or applied films will be considered transparent if they transmit at least fifty percent (50%) of visible daylight.
- iv. The transparent area of windows and doors include rails and stiles as well as muntin bars and other separators within primarily glazed areas; however, the transparent area excludes outer solid areas such as jambs, sills and trim.

n. Street and Sidewalk Standards:

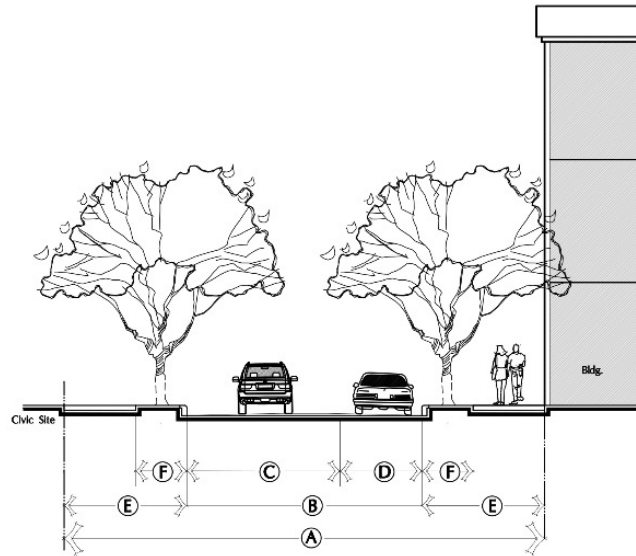
- 1. Streets and blocks are indicated on the Regulating Plan, Figure 1. Final development plans may deviate from the alignment of those streets provided the modification provides equivalent functionality to intersections with U.S. Highway One and roads within the Town of Lake Park. Modifications shall be requested through the PUD application process.
- 2. Streets shall be designed in accordance with Figure 2 or Figure 3 (Option A, B or C) and shall be built concurrently with development or a phasing plan approved by the village.
- 3. To encourage pedestrian circulation, minor streets may be designed primarily for pedestrian use with the ability to accommodate service and emergency vehicles when required.
- 4. All streets within the C-3 Regional Business District shall be owned and maintained privately unless otherwise approved by the village.
- 5. Alleys may be proposed between streets shown on the regulating plan.

6. Sidewalks adjacent to the U.S. Highway One right-of-way shall be a minimum of eight feet (8') in width. For a non-residential use fronting that right-of-way, the sidewalk shall be a minimum of twelve feet (12') in width.

Figure 2

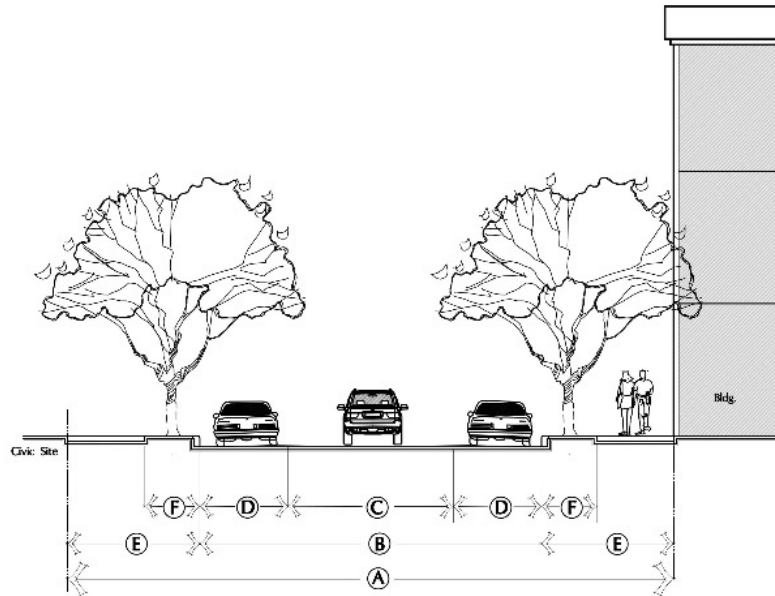


<u>Description:</u>	<u>Details:</u>	<u>Key:</u>
<u>Width of right-of-way</u>	<u>60' min.</u>	<u>A</u>
<u>Movement type</u>	<u>Slow</u>	
<u>Target speed</u>	<u>25 mph</u>	
<u>Width of pavement</u>	<u>36' min.</u>	<u>B</u>
<u>Travel lanes</u>	<u>10' min. travel lanes</u>	<u>C</u>
<u>Bicycle facilities</u>	<u>shared travel lanes</u>	<u>C</u>
<u>On-street parking</u>	<u>8' min parallel parking</u>	<u>D</u>
<u>Pedestrian facilities</u>	<u>12' min. sidewalks</u>	<u>E</u>
<u>Furnishing strip:</u>		<u>F</u>
<u>Planter type</u>	<u>5' by 5' tree grates</u>	
<u>Tree spacing</u>	<u>30' average</u>	

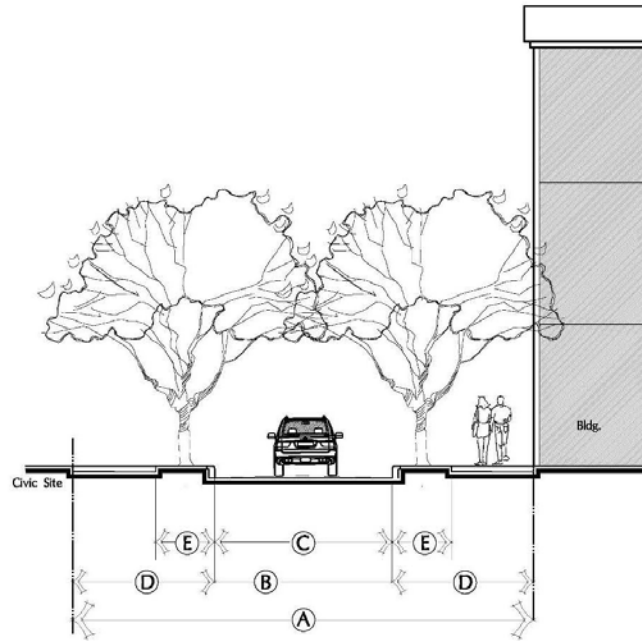
Figure 3**Option A**

<u>Description:</u>	<u>Details:</u>	<u>Key:</u>
<u>Width of right-of-way</u>	<u>47' min.</u>	<u>A</u>
<u>Movement type</u>	<u>Slow</u>	
<u>Target speed</u>	<u>25 mph</u>	
<u>Width of pavement</u>	<u>28' min.</u>	<u>B</u>
<u>Travel lanes</u>	<u>20' min. travel lanes</u>	<u>C</u>
<u>Bicycle facilities</u>	<u>shared travel lanes</u>	<u>C</u>
<u>On-street parking</u>	<u>8' min parallel parking</u>	<u>D</u>
<u>Pedestrian facilities</u>	<u>12' min. sidewalks</u>	<u>E</u>
<u>Furnishing strip:</u>		<u>F</u>
<u>Planter type</u>	<u>5' by 5' tree grates</u>	
<u>Tree spacing</u>	<u>30' average</u>	

Option B



Description:	Details:	Key: ⁴
<u>Width of right-of-way</u>	<u>55' min.</u>	<u>A</u>
<u>Movement type</u>	<u>Slow</u>	
<u>Target speed</u>	<u>25 mph</u>	
<u>Width of pavement</u>	<u>36' min.</u>	<u>B</u>
<u>Travel lanes</u>	<u>20' min. travel lanes</u>	<u>C</u>
<u>Bicycle facilities</u>	<u>shared travel lanes</u>	<u>C</u>
<u>On-street parking</u>	<u>8' min parallel parking</u>	<u>D</u>
<u>Pedestrian facilities</u>	<u>12' min. sidewalks</u>	<u>E</u>
<u>Furnishing strip:</u>		<u>F</u>
<u>Planter type</u>	<u>5' by 5' tree grates</u>	
<u>Tree spacing</u>	<u>30' average</u>	

Option C

<u>Description:</u>	<u>Details:</u>	<u>Key:</u>
Width of right-of-way	39' min.	<u>A</u>
Movement type	Slow	
Target speed	25 mph	
Width of pavement	20' min.	<u>B</u>
Travel lanes	15' min. travel lanes	<u>C</u>
Bicycle facilities	shared travel lanes	<u>C</u>
Pedestrian facilities	12' min. sidewalks	<u>D</u>
Furnishing strip:		<u>E</u>
Planter type	5' by 5' tree grates	
Tree spacing	30' average	

o. Landscape Standards. Landscaping shall meet the requirements of the Article VIII (Landscaping) of this chapter unless a modification is requested through the PUD process.

p. Parking Standards. Parking shall meet the requirements of this subsection. Dimensions and specifications for parking shall meet section 45-36.J of this code.

1. Parking space ratios: Table 4 provides parking space ratios for various uses on a site within the PUD. These ratios establish the minimum number of on-

1 site parking spaces. Ratios based on square feet refer
 2 to the gross floor area.

Table 4 - Parking Space Ratios

<u>PROPOSED USE</u>	<u>PARKING SPACE</u>
<u>RESIDENTIAL USES</u>	
<u>Dwelling, all other dwelling types</u>	<u>1.25 per unit</u>
<u>Live/work unit</u>	<u>1 per 1,000 sq. feet</u>
<u>Assisted living facility</u>	<u>0.5 per resident</u>
<u>Community residential home</u>	<u>0.5 per resident</u>
<u>LODGING USES</u>	
<u>Bed-and-breakfast establishment</u>	<u>1 per guest room</u>
<u>Hotel</u>	<u>1 per guest room</u>
<u>Motel</u>	<u>1 per guest room</u>
<u>Time-share unit</u>	<u>1.25 per unit</u>
<u>BUSINESS USES</u>	
<u>Offices, general</u>	<u>2 per 1,000 sq. feet</u>
<u>Office or clinic, medical or dental</u>	<u>3 per 1,000 sq. feet</u>
<u>Stores & services, general</u>	<u>2 per 1,000 sq. feet</u>
<u>Stores & services, large format</u>	<u>3 per 1,000 sq. feet</u>
<u>Convenience store with fuel</u>	<u>5 per 1,000 sq. feet</u>
<u>Dog daycare</u>	<u>3 per 1,000 sq. feet</u>
<u>Drive-through facility (for any use)</u>	<u>---</u>
<u>Garage, parking</u>	<u>---</u>
<u>Restaurant or cocktail lounge</u>	<u>10 per 1,000 sq. feet</u>
<u>Telecommunications antennas</u>	<u>---</u>
<u>CIVIC & EDUCATION USES</u>	
<u>Child care facility</u>	<u>1 per 12 students</u>
<u>Church or place of worship</u>	<u>1 per 4 peak attendees</u>
<u>Civic space</u>	<u>---</u>
<u>Family day care</u>	<u>(no additional parking)</u>
<u>Government building</u>	<u>2 per 1,000 sq. feet</u>
<u>Public space</u>	<u>---</u>
<u>School, public or private</u>	<u>1 per 12 students</u>

2. *Parking space adjustments.* The number of on-site parking spaces calculated in accordance with Table 4 shall be adjusted under any one or more of the following circumstances:

- i. *Mixed-use developments qualify for the shared-parking percentage reductions specified in Table 5 provided the development includes at least ten percent (10%) of its gross floor area in a second category of Figure 4 (residential, lodging, office, business, and civic/education uses).*
- ii. *Each on-street parking space provided by the developer within one-quarter (1/4) mile of the on-site parking area will be counted as two (2) required parking spaces.*
- iii. *No on-site parking spaces are required for an office, business, or civic/education use that occupies less than one thousand five hundred (1,500) square feet (up to three (3) such uses per acre).*
- iv. *Up to half of the required spaces may be located up to five hundred (500) feet off-site in a dedicated or joint-use parking lot provided that permission to use those spaces is specified in a binding agreement that is reviewed and approved during the site plan and appearance review process.*
- v. *Golf cart parking spaces may be counted as one (1) space, provided they meet the minimum dimensions of five (5) feet wide by ten (10) feet long. Up to ten (10) percent of a development's required parking spaces may be met by golf cart parking spaces.*
- vi. *The required number of on-site parking spaces may also be reduced through the waiver process (see section 45-51) or may be increased by a special condition applied during the site plan and appearance review process (see sections 6-30 through 6-60).*

Table 5 - Shared Parking Reductions

Category	Residential	Lodging	Offices	Business (other)	Civic / Educ.
Residential	0%	10%	20%	30%	
Lodging	30%	20%	10%	0%	
Offices	0%	10%	20%	30%	
Business (other)	30%	20%	10%	0%	
Civic / Educ.	0%	10%	20%	30%	

3. A deferred parking plan may be approved by the village if a parking study is provided that demonstrates the need for parking is less than what is required by code, or the owner has demonstrated that an alternative means of access to the uses on the site justifies the deferral of the construction of a portion of the required parking spaces. The deferred parking plan shall:
 - i. Be designed to contain sufficient space to meet the full parking requirements of the code. The plan shall illustrate the layout for the full number of parking spaces, and shall designate which parking spaces are to be deferred.
 - ii. Be designed so that the deferred parking spaces are not located in areas required for landscaping, buffer zones, or areas that would otherwise be unsuitable for parking spaces because of the physical characteristics of the land or other requirements of this code.
4. Physical standards for parking lots, driveways, and loading: Physical standards for outdoor parking lots, driveways and loading are contained herein or as maybe modified by a request through the PUD process.

5. Standards for parking garages: Parking spaces may be provided under or in buildings or in dedicated parking garages instead of being provided in uncovered surface parking lots. Such parking spaces need not comply with the minimum setbacks for surface parking lots. These parking spaces must be screened from view from all streets. Screening may be provided by rooms in the same building or with a liner building that is at least two (2) stories tall with space at least twenty feet (20') feet deep or an architectural feature screening the same two (2) stories.

q. Sign Standards: All projects shall provide a master sign plan that shall be reviewed and approved by the village during site plan approval. Any deviations from the subsection (7) of this section shall be addressed through the waiver process.

1 Section 3. The Village Council hereby amends Article III, "District Regulations," of
2 Appendix C (Chapter 45) of the Village Code of Ordinances by amending Section 45-35.1 to read
3 as follows (additional language underlined and deleted language ~~stricken through~~):

4
5 **Sec. 45-35.1. - Planned unit development.**

6
7 I. *Statement of intent.*

8
9 A. The intent of this section is to provide, in the case of a
10 commercial planned unit development consisting of one
11 (1.0) or more acres, in the case of an industrial planned unit
12 development consisting of one (1.0) or more acres, and in
13 the case of a residential planned unit development, an added
14 degree of flexibility in the placement and interrelationship of
15 the buildings and uses within the planned unit development,
16 together with the implementation of new design concepts. At
17 the same time the intensity of land use, density of population
18 and amounts of light, air, access and required open space will
19 be maintained for the zoning district in which the proposed
20 project is to be located, except as may be permitted for key
21 redevelopment sites through subsection 45-35.1.VIII.
22 Nothing herein should be construed as allowing deviation for
23 uses other than those specified as permitted uses, nor any
24 greater intensity of use or density of population nor any less
25 required open space than that which is specified in this
26 chapter for the zoning district in which a proposed project is

located, except as may be permitted through subsection 45-35.1.VIII.

B. Subject to the foregoing statement of intent, the village council may, in the case of commercial, industrial and residential planned unit developments, allow for minor modification of the provisions of this chapter or other land development regulations in accordance with the procedure set forth in subsections II, III, IV and V.

C. The Planned Unit Development procedures in section 45-35.1 may not be used in the following zoning districts which provide a different process for considering minor modifications:

1. C-MU the C-MU zoning district allows waivers (see the C-MU zoning district and section 45-51).

~~2. C-3 the C-3 zoning district contains special PUD procedures that apply only to that district (see subsection 45-34.1.K).~~

~~3~~ 2. C-NB the C-NB zoning district allows waivers (see the C-NB zoning district and section 45-51).

D. The Planned Unit Development procedures in section 45-35.1 may be used in the C-3 zoning district where the property does not meet the threshold criteria for use of the special Planned Unit Development procedure set forth in section 45-34.1(10) of this code. The minimum size requirement set forth in subsection A above shall not be applicable to such Planned Unit Developments within the C-3 zoning district.

Section 4. The provisions of this Ordinance shall become and be made a part of the Code of the Village of North Palm Beach, Florida.

Section 5. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding shall not affect the remainder of this Ordinance.

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

Section 7. This Ordinance shall take effect upon the effective date of Ordinance No. ____.

1 PLACED ON FIRST READING THIS ____ DAY OF _____, 2022.

2
3 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____,
4 2022.

5
6
7 (Village Seal)

MAYOR

8
9
10 ATTEST:

11
12 _____
13 VILLAGE CLERK

14
15 APPROVED AS TO FORM AND
16 LEGAL SUFFICIENCY:

17
18 _____
VILLAGE ATTORNEY



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 2, 2022

Originating Department: Special Events

Agenda Title: Centennial Celebration Presentation

Approved by Town Manager: John D'Agostino **Date:** 10/31/22

Cost of Item: \$200,000.00 **Funding Source:** Town Budget

Account Number: 600-48058 **Finance Signature:** Jeffrey Duvall

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

Attachments: Centennial Celebration Presentation

Please initial one:

RCF Yes I have notified everyone

____ Not applicable in this case

Summary Explanation/Background: On August 5, 2021, the Commission authorized via Resolution 48-08-20 the establishment of a Centennial Celebration Committee to help develop, support and implement the Town's plan to commemorate Lake Park's Centennial. On May 5, 2022, the Committee held its first meeting to begin planning, coordinating, budgeting, marketing and securing sponsorship for the Town's Centennial Celebration. At this time, the Committee will provide a presentation to the Town Commission to highlight the list of events and activities that they have planned to help commemorate the Town's Centennial.

Recommended Motion: No Motion Needed



CENTENNIAL CELEBRATION



CENTENNIAL CELEBRATION COMMITTEE MEMBERS

Commissioner John Linden – Chair

Evelyn Harris Clark – Vice Chair

Mayor Michael O'Rourke

Commissioner Roger Michaud

Commissioner Mary Beth Taylor

Patricia Leduc

Beth Motschenbacher

CENTENNIAL KICKOFF CONCERT FRIDAY, JANUARY 27, 2023



6:00 pm – 9:00 pm at Lake Park Harbor Marina
Live Entertainment from Memory Lane
Food and Arts & Crafts Vendors
Unveiling of Centennial Celebration Logo
Centennial Celebration Commemorative Keepsakes
Rain Date: Friday, February 24, 2023

BUDGET BREAKDOWN

Banners: \$1,000.00
Additional Entertainment Funds - \$1,000.00
Additional Marketing Funds: \$500.00
Additional Decorations Funds: \$500.00
Additional Photography & Videography Funds: \$500.00
TOTAL = \$3,500.00

CENTENNIAL BATTLE OF THE BADGES SATURDAY, MARCH 4, 2023



10:00 am – 1:00 pm in Bert Bostrom Park
Palm Beach County Sherriff's Office District 10
Palm Beach County Fire Rescue Station 68

Music, Games, Activities, Free Food, Community Vendors
Touch-A-Truck, Fire Engine, SWAT, K9, Bomb Squad, Mounted Unit

BUDGET BREAKDOWN

Banners: \$1,000.00
DJ/Sound System - \$500.00
Tents: \$1,000.00
Carnival Games & Activities: \$5,000.00
Marketing: \$500.00
Decorations: \$500.00
Photography & Videography: \$500.00
Food & Drinks: \$1,000.00
TOTAL = \$5,500.00





HARRY KELSEY BIRTHDAY CELEBRATION AND HISTORICAL TOUR SUNDAY, MARCH 26, 2023

Time - TBD

Town of Lake Park/Kelsey Park/Evergreen House
In Honor of Bicycle Month & Town's Annual Bicycle Tour
Partnering with the Town's Historical Society

Event Registration Required
Options: Trolley, Bicycle, Golf Cart
Refreshments Will Be Served



BUDGET BREAKDOWN

Banners: \$1,000.00
Tents: \$1,500.00
Marketing: \$500.00
Photography & Videography: \$1,000.00
Food and Drinks: \$1,500.00
Trolley: \$1,500.00
TOTAL = \$7,000.00

CENTENNIAL EASTER EGGSTRAVAGANZA SATURDAY, APRIL 8, 2023



10:00 am – 1:00 pm in Kelsey Park
Egg Hunts for Children 3-10 Years Old
Free Photos with the Easter Bunny
Music, Food Vendors, Raffle Prizes, Face Painting



BUDGET BREAKDOWN

Easter Baskets: \$2,000.00

TOTAL = \$2,000.00

*The remainder of event funds will come from annual Easter Eggstravaganza line item

CENTENNIAL ARBOR DAY CEREMONY FRIDAY, APRIL 28, 2023

10:00 am – 11:00 am in Kelsey Park

New Tree Planted with a Commemorative Plaque

Students from Lake Park Elementary, Lake Park Baptist School
and Bright Futures Academy
Refreshments Will Be Served



BUDGET BREAKDOWN

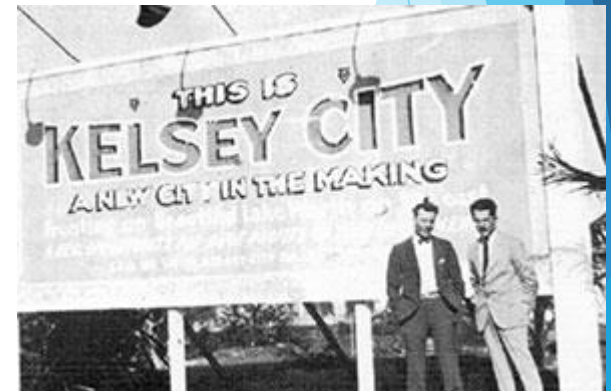
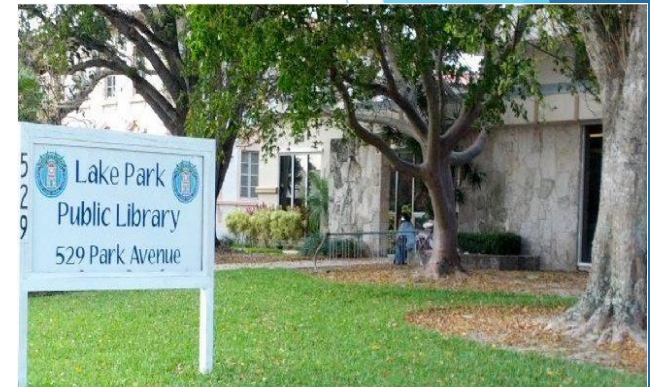
Event will be funded through
the Special Events Department Budget.



CENTENNIAL EXHIBIT RIBBON CUTTING CEREMONY SATURDAY, JUNE 3, 2023



10:00 am – 12:00 pm in the Lake Park Public Library
Centennial Historical Photo Display
RSVP Required
Refreshments Will Be Served



BUDGET BREAKDOWN

Mounted Poster Boards: \$2,000.00
Easels: \$1,000.00
Marketing : \$500.00
Photography & Videography: \$500.00
Refreshments: \$1,000.00
TOTAL = \$5,000.00

CENTENNIAL ART & MUSIC FESTIVAL

SATURDAY, SEPTEMBER 23, 2023

Time – TBD

Park Avenue

Arts and Crafts Vendors, Food Vendors, Live Entertainment,
Kids Area with Face Painting, Games & Activities



BUDGET BREAKDOWN

Stage, Lights & Equipment: \$10,000.00

Entertainment - \$10,000.00

Tents & Accessories: \$5,000.00

Portable Restrooms: \$4,000.00

Marketing: \$4,000.00

Decorations: \$5,000.00

Games & Activities: \$5,000.00

Photography & Videography: \$2,000.00

TOTAL = \$45,000.00



CENTENNIAL GALA SATURDAY, OCTOBER 14, 2023

7:00 pm – 10:00 pm in the Mirror Ballroom
Dinner, Entertainment, Program Booklet
Tickets \$100.00 Per Person
100 Maximum Capacity



BUDGET BREAKDOWN

Food & Drinks: \$8,000.00
Decorations: \$2,000.00
Entertainment: \$2,000.00
Marketing: \$2,000.00
Photography & Videography: \$1,000.00
TOTAL = \$15,000.00



CENTENNIAL TIME CAPSULE CEREMONY THURSDAY, NOVEMBER 16, 2023



6:00 pm Near the Clock Tower on Park Avenue
Unearth Time Capsule Buried on November 16, 1998
Replace with New Time Capsule



BUDGET BREAKDOWN

Banners: \$1,000.00
Tents: \$1,000.00
Marketing : \$500.00
Decorations: \$500.00
Photography & Videography: \$500.00
Snacks and Drinks: \$500.00
Staging & Equipment: \$1,000.00
TOTAL = \$5,000.00



CENTENNIAL CELEBRATION FESTIVAL

SATURDAY, NOVEMBER 18, 2023

Time – TBD

Location: Lake Shore Park

Continuous Live Entertainment, Festive Food & Drink Vendors,
Carnival Games, Children's Activities, Face Painting, Bounce
Houses and Special Presentations

VIP Area: Town Commission, Centennial Committee, Town Staff
and Centennial Celebration Sponsors

Fireworks Display Along the Intracoastal



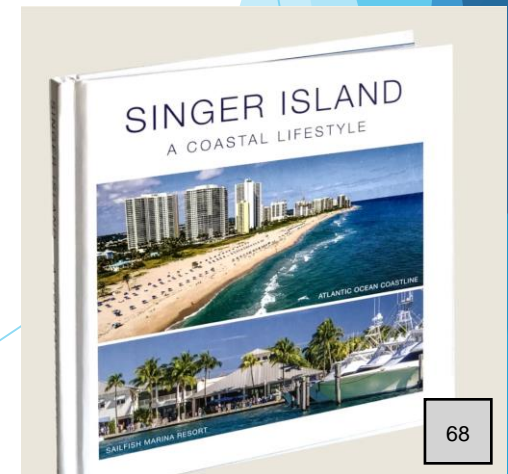
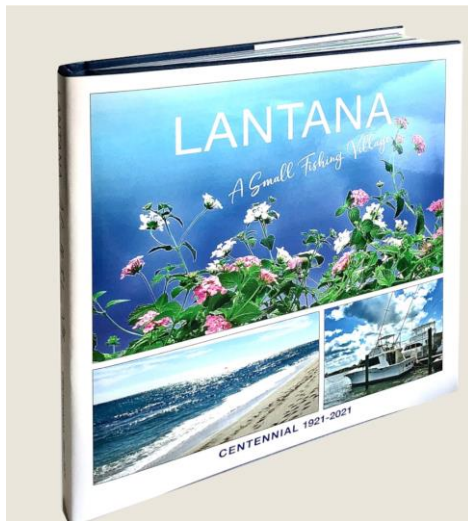
BUDGET BREAKDOWN

Fireworks - \$25,000.00
Stage, Lights & Equipment: \$10,000.00
Entertainment - \$10,000.00
Tents: \$5,000.00
Carnival Games & Activities: \$5,000.00
Portable Restrooms: \$5,000.00
Marketing: \$5,000.00
Decorations: \$5,000.00
Photography & Videography: \$2,000.00
Additional Restroom Cleaning: \$1,000.00
TOTAL = \$73,000.00



CENTENNIAL CELEBRATION COMMEMORATIVE BOOK

8x8 Full Color Hard Cover Book
Historical Stories, Photographs and Documents
Town Will Order 1,000 Copies



BUDGET BREAKDOWN

Phase 1 – Design, Layout, Editing Copyright: \$11,300.00

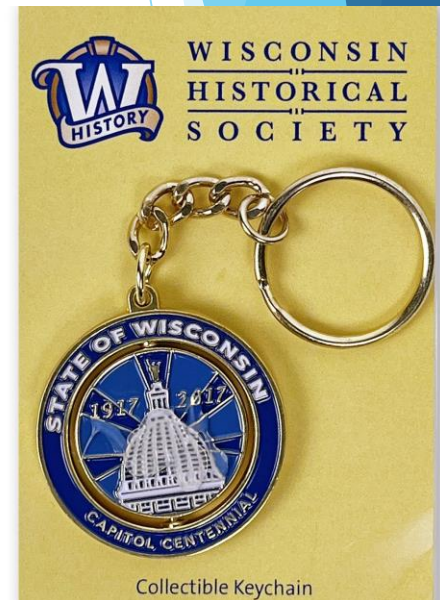
Phase 2 – Design, Layout, Editing Copyright: \$11,300.00

Final Editing, Proofing, Registration, Copyright, Printing: \$11,400.00

Total = \$34,000.00

CENTENNIAL CELEBRATION COMMEMORATIVE KEEPSAKES

T-shirts, Mugs, Keychains, Pint Glasses and Tote Bags
Branded with the Centennial Celebration Logo
Unveiled at the Centennial Kickoff Concert
All Items Available for Purchase



BUDGET BREAKDOWN

Design: \$1,000.00

Print: \$4,000.00

TOTAL = \$5,000.00

CENTENNIAL CELEBRATION

SPONSORSHIP LEVELS



SPONSORSHIP OPPORTUNITY	TITLE SPONSOR (\$20,000.00+)	DIAMOND SPONSOR (\$10,000.00)	PLATINUM SPONSOR (\$5,000.00)	GOLD SPONSOR (\$2,500.00)	SILVER SPONSOR (\$1,000.00)	BRONZE SPONSOR (\$500.00)	COMMUNITY SPONSOR (\$100.00)
Listed as Presenting Sponsor for Centennial Celebration Event on November 18, 2023	★						
Selection of Item to be Placed in New Time Capsule	★	★					
Centennial Celebration Sponsor Plaque	★	★	★				
Social Media Posts	3	2	1				
Listed as Sponsor in Press Releases and Public Announcement	ALL	SELECT	SELECT	SELECT			
Sponsor Tent at Centennial Celebration Kickoff Concert	10X10 TENT	10X10 TENT					
Sponsor Tent at Centennial Celebration on November 18, 2023	30X50 TENT	30X30 TENT	20X20 TENT	10X10 TENT	10X10 TENT	10X10 TENT	
Tickets for Centennial Gala	10 TICKETS	6 TICKETS	4 TICKETS	2 TICKETS	2 TICKETS		
Advertisement in Centennial Gala Program Book	FULL PAGE	FULL PAGE	HALF PAGE	QUARTER PAGE	EIGHTH PAGE		
Sponsor Name and/or Logo on Marketing Material (including brochures, flyers, banners, signs)	Prominent Placement on All	Prominent Placement on All	Prominent Placement on Select	Prominent Placement on Select	Placement on Select	Placement on Select	Placement on Select
Sponsor Name and/or Logo on Town Website	Prominent Placement with Link to Company Website	Prominent Placement with Link to Company Website	Prominent Placement with Link to Company Website	★	★	★	★
Sponsor Name and/or Logo on Centennial Celebration T-shirt	Prominent Placement	Prominent Placement	Prominent Placement	★	★	★	★

CENTENNIAL CELEBRATION COMMITTEE

There is still time to join the Centennial Celebration Committee. Committee members have the opportunity to use their expertise in:

LOGISTICS
BUDGETING
MARKETING
DECORATIONS
SPONSORSHIP

Meetings are held the 1st and 3rd Tuesday of each month at 6:30 pm in the Commission Chambers located in Town Hall. For more information please contact the Special Events Department at 561-840-0160 or specialevents@lakeparkflorida.gov.





QUESTIONS???



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 2, 2022

Originating Department: Town Clerk

Agenda Title: October 19, 2022

Approved by Town Manager: John D'Agostino **Date:** 10/31/22

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

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

Advertised:

Date: Not Applicable **Newspaper:** _____

Attachments: Minutes and Exhibits

Please initial one:

_____ Yes I have notified everyone

S.E. _____ Not applicable in this case

Summary Explanation/Background:

None

Recommended Motion:

I move to approve the October 19, 2022 Regular Commission Meeting Minutes.



Lake Park Town Commission, Florida

Regular Commission Meeting Minutes

Wednesday, October 19, 2022 at 6:30 PM

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403

Michael O'Rourke	—	Mayor
Kimberly Glas-Castro	—	Vice-Mayor
John Linden	—	Commissioner
Roger Michaud	—	Commissioner
Mary Beth Taylor	—	Commissioner
John O. D'Agostino	—	Town Manager
Thomas J. Baird, Esq.	—	Town Attorney
Vivian Mendez, MMC	—	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 contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.

CALL TO ORDER/ROLL CALL: Vice Mayor Kimberly Glas-Castro was absent.

PLEDGE OF ALLEGIANCE: Mayor O'Rourke.

SPECIAL PRESENTATION/REPORT: None

PUBLIC COMMENT: None

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.

1. September 21, 2022 Final Public Budget Hearing Meeting Minutes
2. September 21, 2022 Regular Commission Meeting Minutes
3. October 5, 2022 Regular Commission Meeting Minutes.
4. Resolution 72-10-22 Authorizing the Mayor to Sign the 2023 Municipal Election Vote Processing Equipment Use and Election Services Agreement with the Palm Beach County Supervisor of Election for the Municipal Election Scheduled for March 14, 2023 and Selecting the County Canvassing Board to Canvass the Town's Ballots.
5. Resolution 73-10-22 Amendment to the Town Attorney's Contract.
6. Request to Authorize the Town Manager to Accept a Professional Services Proposal from REG Architects for the Provision of Architectural Services Required to Complete a Condition Assessment, Provide Plans & Specifications Perform Field Inspections, and Prepare Final Report Documentation Associated with the Grant-Funded Historic Preservation Town Hall Roof Replacement Project.
7. Resolution 74-10-22 Authorizing and Directing the Mayor to Execute an Easement Agreement with the Seacoast Utility Authority Granting an Easement for a Lift Station for Use by Nautilus.

Motion: Commissioner Michaud moved to approve the consent agenda; Commissioner Linden seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Linden	X		
Commissioner Michaud	X		
Commissioner Taylor	X		
Vice-Mayor Glas-Castro			Absent
Mayor O'Rourke	X		

Motion passed 4-0.

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

PUBLIC HEARING(S) - ORDINANCE ON SECOND READING:

8. Ordinance 13-2022 Rezoning a 1.24-Acre Parcel of Real Property from Public District to Park Avenue Downtown District.
Town Manager D'Agostino explained the item.

AN ORDINANCE OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA REZONING A 1.24 ACRE PARCEL OF REAL PROPERTY LEGALLY DESCRIBED IN EXHIBIT “A” FROM “PUBLIC DISTRICT” TO “PARK AVENUE DOWNTOWN DISTRICT”; PROVIDING FOR AN AMENDMENT TO THE OFFICIAL ZONING MAP WHICH IS INCORPORATED BY REFERENCE IN SECTION 78-32 OF THE TOWN CODE TO INCLUDE THE REZONING OF THE 1.24 ACRE PARCEL AS PART OF THE OFFICIAL ZONING MAP AS PADD; PROVIDING FOR THE AMENDMENT OF CHAPTER 78, ARTICLE III, SECTION 78-70, TO ADD THE 1.24 ACRE PARCEL TO FIGURE 1 TO SHOW THE PARCEL AS BEING INCLUDED WITHIN THE EXPANDED PADD SUB-DISTRICT REGULATION PLAN AND IDENTIFYING THE PARCEL AS BEING WITHIN THE CORE SUB-DISTRICT; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion: Commissioner Linden moved to approve Ordinance 13-2022 on second reading; Commissioner Linden seconded the motion.

Vote on Motion:

Commission Member	Aye	Nay	Other
Commissioner Linden	X		
Commissioner Michaud	X		
Commissioner Taylor	X		
Vice-Mayor Glas-Castro			Absent
Mayor O’Rourke	X		

Motion passed 4-0

Attorney Baird read the title of Ordinance 13-2022 for the record.

NEW BUSINESS:

9. Update on Ordinance 34-11, Regulations for Tree Plantings and Improvements in Swales and on Other Town-owned or Controlled Property or Rights-of-ways, Related Enforcement and Impacts on Effective Stormwater Management.

Town Manager D’Agostino welcomed Public Works Director Roberto Travieso to present to the Commission (see Exhibit “A”).

Questions & Answers: Time Stamp needs to be included.

Mayor O'Rourke questioned if a program could be created for the removal and relocation of Native Trees. Public Works Director Travieso explained that the Tree Board suggested that the Town of Lake Park sell the Native Trees. He expressed that he believed all trees should be removed from swales but it would not be feasible. He explained that planting methods and landscape designs prohibit root system growth near curbs and gutters.

Commissioner Taylor expressed concerns regarding areas of obstructed views at intersections due to trees. Public Works Director Travieso explained that he was aware of obstructed intersections and announced that the Public Works Department maintains trees in public right of ways and property owners maintain their private property.

Public Works Director Travieso clarified that the Stormwater Master Plan does not promote Canopy Tree Plantings but does promote Native Tree Plantings (Shrubs, grasses, trees, and palms) for water quality benefits.

Commissioner Linden questioned if there was a plan to replace each removed tree. Public Works Director Travieso explained that the initial plan was to remove trees, maintenance the area, plant a tree of the property owners choosing at the expense of the Town. He explained that the aforementioned series of events would occur every 36 months. Commissioner Linden expressed that he believed all trees should be exempt from new rules and regulations. Public Works Director Travieso explained the importance of establishing policy and criteria for tree removal. Discussion ensued regarding the possibility of an appeal process to allow property owners to express grievance.

Commissioner Michaud questioned if the possible appeal process would be applicable to new or old trees. Public Works Director Travieso explained that the appeal process would be applicable to existing trees. Commissioner Michaud questioned the Tree Boards position in the appeal process. For example, the property owner would express a grievance; the Tree Board would deliberate and provide a recommendation to the Commission. Public Works Director Travieso explained that an appeal process could be established in the future. Commissioner Michaud asked for clarification of responsibility of damage to irrigation systems during the recontouring process, the Town or property owner. Public Works Director Travieso explained that the Town would absorb costs. Commissioner Michaud questioned if

the Town would have a physical property demonstration. Public Works Director Travieso announced that he was open to suggestions.

Mayor O'Rourke suggested the creation of a proposed Ordinance 34-11 and creation of a tree inventory. Commissioner Linden suggested the inclusion of an appeals process. Commissioner Michaud announced that he might have a location for a physical demonstration.

PUBLIC COMMENT: None

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.

TOWN ATTORNEY, TOWN MANAGER, COMMISSIONER COMMENTS:

Town Attorney Baird- No comments.

Town Manager D'Agostino- Please see (Exhibit "B").

Commissioner Linden- announced that he was Principal for the Day at Lake Park Elementary on October 18, 2022. He announced that the Rust Market event short due to inclement weather. He announced the previous meeting of the Centennial Celebration Committee and their continued progress.

Commissioner Michaud- announced that he attended the most recent FRA Conference.

Commissioner Taylor- No Comments.

Vice-Mayor Glas-Castro-was absent.

Mayor O'Rourke –announced that he would be out of town during the week of October 24, 2022. He announced that he may be late in attendance at the November 2, 2022 Regular Commission Meeting.

REQUEST FOR FUTURE AGENDA ITEMS: None

ADJOURNMENT: 8:25 P.M.

FUTURE MEETING DATE: Next Scheduled Regular Commission Meeting- November 2, 2022

Mayor Michael O'Rourke

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, S. Edwards, MPA, MMC

Town Seal

Approved on this _____ of _____, 2022

Update on Ordinance 34-11, “Plantings in Swales”, Related Enforcement, & Impacts on Stormwater Management

EXHIBIT "A"

Roberto Travieso

Department of Public Works



Presentation Overview



1. Stormwater Utility
2. Roadside Swales
3. Ordinance 34-11
4. Stormwater Master Plan
5. Examples of Swale Plantings
6. Recommendations
7. Tree Board Presentations



Stormwater Utility



- Manages stormwater runoff
- Improves quality of stormwater discharges
- Protects public/private property from flood damage
- Includes drainage structures, piping, detention/retention areas
- Also includes roadside swales



Roadside Swales



- Publicly-owned rights-of-ways
- Most extensive/common component of stormwater systems
- Town's swale network encompass 2.2M Sq. Ft. (34.7 linear miles)
- Serve to slow and filter stormwater runoff
- Typically sodded to avoid erosion
- Must be recontoured regularly to maintain water conveyance



Ordinance 34-11



- Establishes Town ownership of all swale rights-of-way
- Assigns maintenance responsibility to the property owner
- Establishes permit and fee requirements for swale tree plantings (coordinated through Public Works Department)



Stormwater Master Plan (SWMP)



- Updated in 2019-2020
- Adopted by Town Commission in 2021
- Provided the incremental conversion of 5% roadside swales to green infrastructure (bioswales/biodentention areas)
- Swale Plantings Moratorium implemented in support of SWMP update

Examples of Town Swale Plantings



Recommendations



- a. Complete an exhaustive swale plantings inventory
- b. Adopt policy to grandfather existing trees and begin permitting new plantings, unless specific objective criteria are met for the removal of a tree
- c. Develop and codify a native tree planting list for use on both private and commercial properties
- d. Modify applicable Ordinance to clarify language and increase enforceability
- e. Adopt/update policy to require and promote the planting of native trees and shrubs in Town-owned swales and privately-owned swales

Recommendations



- f. Limit swale's maintenance to those locations with free of tree plantings. Note: This recommendation will prevent the system from achieving maximum water conveyance efficiency
- g. Limit types, quantities, and sizes of tree plantings allowed in swale pursuant to SWMP guidelines and best practices
- h. Develop and publish an educational brochure of the approved native tree planting list; post to Town website and social media
- i. Conduct public meetings and educational campaigns regarding swale plantings; install educational plant markers at various Town locations

Recommendations



- j. Develop and implement swale planting permit form(s) and associated permit fees and fines for violations
- k. Include utility/irrigation systems location clearance as part of permit process
- l. Develop engineering design standard for use in all swale construction/maintenance
- m. Manage tree giveaways and similar initiatives to ensure adherence with Ordinance (ongoing)



Tree Board Presentations

- Item presented to the Tree Board on:
 - **July 12, 2022**
 - **October 19, 2022**
- Summary of Comments provided by Tree Board
- Recommendations have been updated in the Town Commission's version of this Agenda Item to include Tree Board's input



Discussion/Questions



TOWN MANAGER COMMENTS

Item 4.

TOWN COMMISSION MEETING Wednesday, October 19, 2022

EXHIBIT "B"

COMMUNITY DEVELOPMENT

- (1) A special call CRA Meeting will be scheduled for **November 2** at 6:30 p.m. with the Commission Meeting immediately following the Special Call CRA Meeting. It is expected that a grant proposal for Oceana Coffee will be presented at the special call CRA Meeting
- (2) All of the Town's commercial/industrial projects are moving forward: Dalfen Industrial on the north side of Watertower Road is in construction; the new office/warehouses in the Congress Business Park PUD are completed and being marketed; the Lake Park Innovation Center in the Congress Business Park PUD is in construction; DXD Capital Self Storage submitted for permit and is in review; and the large Silver Beach Industrial project is in construction.
- (3) The Nautilus 220 mixed-use project is also moving forward in construction.
- (4) The Oceana Coffee project will soon submit for construction permits. They intend on starting construction in early 2023 and completion in 2024.
- (5) A meeting this month is scheduled with the new owners of 754 Park Avenue to discuss their redevelopment plans. More info is forthcoming.
- (6) The Mobility Plan and Fee Ordinance related items will be presented in November to the P&Z Board and then to the Town Commission so that all can hopefully be finalized and approved by the end of the calendar year.
- (7) Staff expects a site plan application for the redevelopment of Park Avenue/10th to be submitted within the next month. The project is estimated to propose approximately 700 rental units at various price points, inclusive of Studio, 1 bedroom and 2 bedroom units, along with restaurant, office and retail space.
- (8) Staff expects a site plan application for the remaining vacant parcel within the Congress Business Park PUD (corner of Watertower and Congress) to be submitted with the next month for a Texas Roadhouse restaurant.

Town Job Openings

Code Compliance Officer-The Community Development Department is seeking qualified individuals to fill the positions of Code Compliance Officer. High school diploma or equivalent is required plus two years of experience in a related field. Florida Association of Code Enforcement certification is preferred but not required. The deadline by which to apply is 5:00 p.m. on **October 28, 2022**.

Dock Attendant-The Lake Park Harbor Marina is seeking a qualified individual to fill the position of Dock Attendant. High school diploma or equivalent plus a minimum of one year of experience are required. Must have knowledge of working with Dockmaster software, P.O.S software, Payware (Passport Parking App) software, Worldpay and Microsoft Outlook software emails and Pneumcator TMS 3000 fuel reading. Must also be able to swim and must have a valid Florida driver's license. The deadline by which to apply is 5:00 p.m. on **October 24, 2022**.

Library Assistant-Library Assistant to assist with activities at the Lake Park Public Library required for delivery of efficient library services to the public such as: preparing new materials for circulation, accurately entering data into the Library automation system, marketing and publicity related tasks, routinely updating the library website, and assisting with troubleshooting computers. Graduation from an accredited high school or GED required along with a minimum of one (1) year of customer service experience. The deadline by which to apply is 5:00 p.m. on **October 31, 2022**.

Sanitation Truck Operator II-The Public Works Department is still seeking a qualified individual with a valid Florida Class B commercial driver's licenses to work as a Sanitation Truck Operator II. Please note that the requirement for a high school diploma or equivalent has been eliminated; however, qualified applicants must not have lost any driving privileges by reason of revocation, suspension or denial of license, or have been convicted and/or had a adjudication withheld of three or more moving violations in the previous 36-month period. The deadline by which to apply for both positions is 5:00 p.m. on **October 21, 2022**.

Stormwater Technician II-The Public Works Department is also seeking a qualified individual to fill the position of Stormwater Technician II to perform among other tasks skilled work in the installation, operation, and maintenance of the Town's Stormwater systems. Incumbents in this classification may be trained and assigned to operate various Town vehicles/equipment on an intermittent basis. Repairs and maintains the Town's stormwater conveyance system, including catch basins, swales, structures, and other related components. High school diploma or equivalent required supplemented by a minimum of three (3) years of related experience, including a minimum of two (2) years

verifiable heavy equipment or vacuum truck operating experience. A valid Florida Class B Commercial Driver's License is also required. Florida Water and Pollution Control Operators Association (FW&PCOA) or Florida Stormwater Association (FSA) Stormwater Technician Certification, or equivalent, is preferred. The deadline for submitting applications for this position is 5:00 p.m. on **November 1, 2022**.

Those interested in applying for any of the above positions may contact the Town's Human Resources Department at 561-881-3300 Option 8, or may visit the Town's official website at www.lakeparkflorida.gov for additional information and to download an employment application.

PUBLIC WORKS

Community Street Lighting Survey - As part of the Town's continuous efforts to improve safety and mobility in the community, the department has published a brief opinion survey to gather feedback on the public's preferences for outdoor lighting in our streets and pedestrian walkways. Your input and preferences will be carefully considered as we implement additional lighting improvements as recommended in the Street Lighting Study. The survey is currently available in English, Spanish, and Creole on the Town's website and flyers have been sent out to all addresses in the Town. Please respond by **October 31, 2022**.

Community Meetings - The Department of Public Works is excited to announce two upcoming community meetings. On **Saturday, October 22, 2022**, from 10:00 a.m. to 1:00 p.m. a much anticipated **Second Workshop** will be held to present a design progress update for the Park Avenue Lane Reduction (Road Diet) Project. On **Monday, November 14, 2022**, 6:00 p.m. to 8:00 p.m., there will be a **Stakeholders Meeting** to discuss the proposed 10th Street Oval-about Initiative. Both events will be held in Town Hall's Commission Chambers. We welcome members of the public to provide comments and ask questions regarding planned design and implementation timeline for both projects. Direct mailers related to these events will be sent to all Town addresses. Additional project information is available on the Town's website www.lakeparkflorida.gov by searching keyword: "Capital Projects" or by contacting the Department of Public Works at 561-881-3345 or email publicworks@lakeparkflorida.gov.

SPECIAL EVENTS

Florida City Government Week

The Florida League of Cities 2022 Florida City Government Week is held October 17-23, 2022. The Town will celebrate Florida City Government Week on **Friday, October 21** with the fifth grade students from Lake Park Elementary. The students will participate in a Mock Commission Meeting, demonstrations by the Public Works Department and PBSO as well as take a tour of Town Hall and the Library. The Town Commission is invited to join the students from 9:00 am – Noon. For more information please contact the Special Events Department at 561-840-0160.

Fall Fest at Sunset Celebration

Item 4.

The Town of Lake Park will host its annual Fall Fest at Sunset Celebration on **Friday, October 28** from 6:00 p.m. – 9:00 p.m. at the Lake Park Harbor Marina. This event is a family fun Halloween alternative that will feature live entertainment from The Goodnicks! There will be trick or treating, giveaways and a variety of food and arts & crafts vendors. For more information please contact the Special Events Department at 561-840-0160.

Vets Day Car Show

The Vets Day Car Show will be held on **Sunday, November 13** from 8:00 a.m. – 4:00 p.m. in Kelsey Park. The event will also serve as a celebration of life for Mike “The Striper” Scott. For more information please contact Stefanie Scott at 772-834-8028.

Village of North Palm Beach 2022 Veterans Day Ceremony Invitation

The Village of North Palm Beach is inviting the Town Commission to their Tenth Annual Veterans Day Ceremony to be held **Friday, November 11th, 9 a.m.** at Veterans Memorial Park in North Palm Beach. Please advise the Town Clerk of your RSVP to attend this event at your earliest convenience.



FLORIDA CITY GOVERNMENT WEEK

Join us on Friday, October 21, 2022 as we celebrate, showcase and engage 5th grade students from Lake Park Elementary and Lake Park Baptist in the work of municipal government. Students will participate in a Mock Commission Meeting, demonstrations by the Public Works Department and PBSO as well as take a tour of Town Hall and the Library. The fun begins at 9:00 AM in the Commission Chamber and is expected to continue until Noon. Florida City Government Week is an opportunity to teach students how the Town of Lake Park operates, the services we provide and the importance of active involvement. If you have any questions please contact the Special Events Department at 561-840-0160.



TOWN OF LAKE PARK

Item 4.

FALL FEST AT SUNSET CELEBRATION

LIVE ENTERTAINMENT FEATURING

THE GOODNICKS



FOOD
VENDORS

HAPPY
HOUR

CANDY &
TREATS

COSTUME
CONTEST

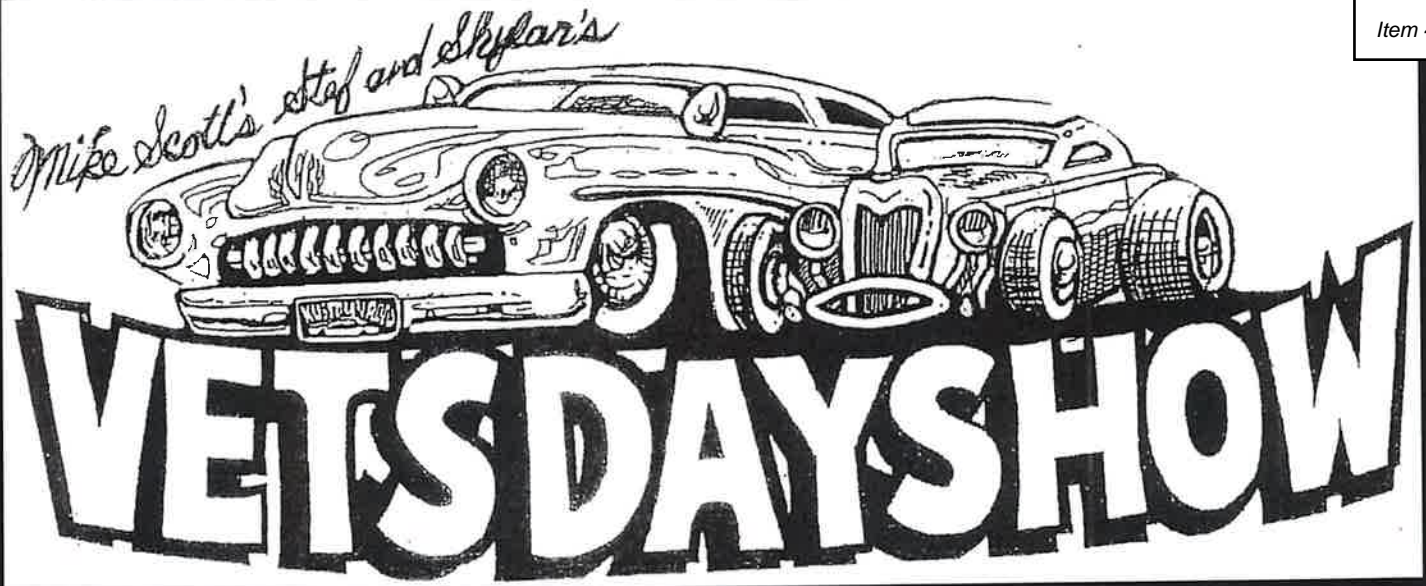
FRIDAY, OCTOBER 28

6:00 PM - 9:00 PM

LAKE PARK HARBOR MARINA

105 LAKE SHORE DRIVE

LAKE PARK, FL 33403



Celebration of Life for Mike "The Striper" Scott

Sunday, November 13, 2022

8:00 AM - 4:00 PM

Kelsey Park

601 US Highway 1

Lake Park, FL 33403

\$20.00 Registration Fee

Open To All Early And Late Model Vehicles

20+ Classes With Trophies

Special Mike Scott Memorial Award

For More Information Contact
Stefanie Scott at 772-834-8028



Village of North Palm Beach
Tenth Annual
Veterans Day Ceremony

November 11, 2022 at 9:00 AM

Veterans Memorial Park

303 Anchorage Drive, NPB

Keynote Speaker:

**Keynote Speaker: Former U.S. Navy
Rear Admiral, Frank Drennan**



Honoring All Who Served



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 02, 2022

Originating Department: Public Works

Agenda Title:

Resolution of the Town Commission of the Town of Lake Park, Florida, Authorizing and Directing the Mayor to Execute an Agreement with the State of Florida, Department of Environmental Protections Resilient Florida Program for Grant Funds Associated with the Stormwater Master Plan Five Percent Bioswales Program – 2nd Street Project.

Approved by Town Manager: John D'Agostino **Date:** 10/25/22

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

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

Advertised: N/A

Date: _____ **Newspaper:** _____

Attachments:

1. Agenda Item Request Form (ARF)
2. Resolution
3. Grant Agreement Document between the Town FDEP, Resilient Florida Program
4. 90% Design Progress Update for 2nd Street Roadside Bioswale Project

Please initial one:

Yes, I have notified everyone

MA

Not applicable in this case

Summary Explanation/Background:

The development of the Town's Stormwater Master Plan (SWMP) provided an opportunity to engage in extensive research and advanced hydrology and hydraulic modeling that confirmed that the Town's storm

water network lacks capacity to convey rainfall runoff from mostly impervious dense urban areas for storm events of significance. Additionally, the study also identified localized flooding in at least 23 locations throughout the Town, including two areas of significance on 2nd Street.

Furthermore, in 2021, the Town received grant funding from the Florida Department of Environmental Protection for the development of complete design plans that could be used in addressing this localized flooding.

In collaboration with Town staff, our stormwater engineering consultants developed a practical, Green Infrastructure project to address localized flooding on 2nd Street by placing roadside bioswales at the intersections of 2nd Street and Foresteria Drive and of 2nd Street and Evergreen Drive.

Furthermore, in August 2021, the Town Commission approved Resolution 63-10-21, approving a Work Authorization for Water Resources Management Associates (WRMA) to develop 100% construction-ready plans for 2nd Street Roadside Bioswale Project (the Project). WRMA is one of the Town's stormwater engineering consultant and currently has an active, five (5) year continuing services agreement with the Town under approved Resolution No. 79-11-18.

Moreover, over the last two years, Town staff and stormwater consultants have successfully worked to secure grant funding for this important project, securing grant funding for both project design and construction:

1. Specifically, in August 2021, the Town entered into an agreement with the Florida Department of Environmental Protection, Coastal Partnership Initiative for planning (design) grant funding in the amount of **\$30,000.00 (Attachment 3)**. The total planning and design cost for the 2nd Street roadside bioswales project is **\$85,000.00**, which includes distributions from the following funding sources:

DESIGN PHASE:

Coastal Partnership Initiative Grant:	\$30,000.00
American Rescue Plan (ARPA) Expenses:	<u>\$55,000.00</u>
	\$85,000.00

2. To help offset the projected costs to construct the Project, Town staff applied for Florida Department of Environmental Protection (the Department), Resilient Florida Grant Program funding and was notified on February 1, 2022 that a grant award in the amount of **\$553,784.54 (with no match)** had been approved for a project known as *Storm Water Master Plan 5% Roadway Bioswales Program – 2nd Street Project (the Project)*. This implementation-focused grant program is consistent with flood mitigation strategies included in the Town's SWMP.

The Department has now issued a Grant Agreement for the Town's review and execution (**Attachment 3**), which will provide the Town with needed financial resources required to implement this 2nd Street bioswale project, as recommended in the Town's Stormwater Master Plan.

Finally, during the October 5, 2022, meeting of the Town Commission, Town Staff presented a 90% design progress update for the project (**Attachment 4**), which is expected to be solicited for construction on/about Spring of 2023.

The Town Manager recommends approval.

Recommended Motion:

I move to adopt Resolution _____.

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE RECEIPT OF GRANT FUNDS ASSOCIATED WITH THE STORMWATER MASTER PLAN FIVE PERCENT BIOSWALES PROGRAM – 2ND STREET PROJECT; 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 has been awarded a grant from the State of Florida, Department of Environmental Protection, Resilient Florida Program in an amount of \$533,758.54 to help construct roadside bioswales on 2nd Street; and

WHEREAS, the Florida Department of Environmental Protection has the authority to sub-grant these funds to the Town; and

WHEREAS, the Florida Department of Environmental Protection requires the Town to enter into a Grant Agreement with it prior to the disbursement of federal funds as part of the Resilient Florida Program; and

WHEREAS, the Town Manager has recommended to the Town Commission of the Town that it authorize the mayor to execute the grant agreement with the Department.

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 by reference.

Section 2. The Mayor is hereby authorized and directed to execute a grant agreement with the Florida Department of Environmental Protection. A copy of the proposed grant agreement is attached hereto and incorporated herein as Exhibit A.

Section 3. This Resolution shall take effect immediately upon adoption.

P:\DOCS\26508\00001\DOC\2701411.DOCX

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

Item 5.

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, *Florida Statutes*:

1. Project Title (Project): **Storm Water Master Plan 5% Roadway Bioswales Program -- 2nd Street Project** Agreement Number: **22FRP76**

2. Parties: **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **Town of Lake Park** Entity Type: **Local Government**
Grantee Address: **535 Park Avenue, Lake Park, Florida 33403** FEID: **59-6000355** (Grantee)

3. Agreement Begin Date: **Upon Execution** Date of Expiration: **9/30/2026**

4. Project Number: **FRP076** Project Location(s): **26.79823261 / -80.05515747**
(If different from Agreement Number)

Project Description: **Bioswales will be constructed in strategic areas along the roadside on 2nd Street where flooding has been documented.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$553,758.54	<input type="checkbox"/> State <input checked="" type="checkbox"/> Federal	152-D 22	\$533,758.54
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			\$533,758.54

6. Department's Grant Manager Name: **Deneka Smith** or successor
Address: **Resilient Florida Program
2600 Blair Stone Road, MS235
Tallahassee, Florida 32399**
Phone: **850-245-2171**
Email: **Deneka.Smith@FloridaDEP.gov**

Grantee's Grant Manager Name: **Roberto Travieso** or successor
Address: **535 Park Avenue
Lake Park, Florida 33403**
Phone: **(561) 881-3345**
Email: **rtravieso@lakeparkflorida.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grant Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input type="checkbox"/> Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with § 215.985, F.S.
<input checked="" type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form, and Exhibit H: Contractual Services Certification

8. The following information applies to Federal Grants only and is identified in accordance with 2 C.F.R. § 200.331(a)(1):

Item 5.

Federal Award Identification Number(s) (FAIN):	SLFRP0125
Federal Award Date to Department:	2/4/22
Total Federal Funds Obligated by this Agreement:	\$533,758.54
Federal Awarding Agency:	U.S. Department of Treasury
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Town of Lake Park

GRANTEE

Grantee Name

By

(Authorized Signature)

Date Signed

John D'Agnostino, Town Manager

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Secretary or Designee

Date Signed

Alex Reed, Director of the Office of Resilience and Coastal Protection

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

ORCP Additional Signatures

DEP Grant Manager, Deneka Smith

DEP QC Reviewer, Jeremy Jimenez

Local Sponsor may add additional signatures if needed below.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.

A change order to this Agreement may be used when:

 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.

This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

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Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.

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- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

- iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. 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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

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23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA).

Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. 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;
- b. 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 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
- c. All construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

26. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

27. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

28. Audits.

- a. **Inspector General.** The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of

Attachment 1

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money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

29. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

30. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

31. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

32. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

33. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

34. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

35. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. 22FRP76**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Storm Water Master Plan 5% Roadway Bioswales Program – 2nd Street Project. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods may be added in accordance with 2.a above and are contingent upon proper and satisfactory technical and administrative performance by the Grantee and the availability of funding.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 5% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people of commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.
- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The

Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808

15. Additional Terms.

Documentary Evidence Requirement for Subcontractor(s). If any work associated with this Agreement is completed by a subcontractor(s), the Grantee shall require that such subcontractor(s) submit documentary evidence (e.g., workshop agendas; meeting recordings) to Grantee demonstrating that the subcontractor(s) has fully performed its Project obligation(s). The Grantee shall forward copies of all such documentary evidence to the Department with the Grantee's relevant deliverable(s), using the approved Project Timeline set forth in Attachment 3 to this Agreement (Grant Work Plan).

Sea Level Impact Projection Study Requirement. If the project is within the designated area, pursuant to Section 161.551, F.S. and Chapter 62S-7, *Florida Administrative Code*, the Grantee is responsible for performing a Sea Level Impact Projection (SLIP) study and submitting the resulting report to the Department. The SLIP study report must be received by the Department, approved by the Department, and be published on the Department's website for at least thirty (30) days before construction can commence. This rule went into effect July 1, 2021, and applies to certain state-funded construction projects located in the coastal building zone as defined in the rule.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
AGREEMENT NO. 22FRP76**

ATTACHMENT 3

PROJECT TITLE: Storm Water Master Plan 5% Roadway Bioswales Program - 2nd Street Project

PROJECT LOCATION: The Project is located in Lake Park, Florida 33403 within Palm Beach County, Florida. Latitude: 26.79823261, Longitude: -80.05515747

PROJECT DESCRIPTION:

The Storm Water Masterplan 5% Roadway Bioswales Program - 2nd Street Project (Project) consists of the strategic placement of roadside bioswales at locations along 2nd Street where flooding has been documented. The goal of the project is to collect rainfall where it occurs and prevent runoff production from entering the Southern Outfall trunkline via un-impeded sheet flows to catch basin inlets. The bioswales will function to trap runoff for infiltration to the water table aquifer, to provide water quality and to reduce runoff volumes through evaporation and transpiration.

TASKS AND DELIVERABLES:

Task 1: Bidding and Contractor Selection

DESCRIPTION: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, as well as federal procurement regulations under 2 CFR §§200.318 through 200.237, including Appendix II to 2 CFR Part 200, in order to select one or more qualified and licensed contractors to complete construction of the 2nd Street Bioswales storm drainage mitigation system.

DELIVERABLES: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of the selected contractor(s).

Task 2: Project Management

DESCRIPTION: The Grantee will perform project management, to include field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

DELIVERABLES: The Grantee will submit project management reports signed by a Florida-registered Professional Engineer, to include a summary of project and site inspection(s), meeting minutes, and field notes, as applicable.

Task 3: Construction

DESCRIPTION: The Grantee will construct the roadside bioswales along 2nd Street between Foresteria Drive and Evergreen Drive in accordance with the construction contract documents. Project costs associated with the Construction task include work approved through construction bids and/or construction-phase engineering and monitoring services contracts. Eligible activities may include mobilization, demobilization, construction observation or inspection services, physical and environmental surveys, and mitigation projects. Construction shall be conducted in accordance with all state or federal permits.

DELIVERABLES: The Grantee will submit: 1) a copy of the final design and record (as-built) drawings; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; 3) a signed Engineer's Certification of Payment Request; and 4) when construction is complete, a Certificate of Occupancy (if applicable) and a Certificate of Completion signed by a Florida-registered Professional Engineer.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department's Grant Manager on or before the Task Due Date listed in the Project Timeline. The Grantee must also submit Exhibit A, Progress Report Form, to the Department's Grant Manager, with every deliverable and payment request. For interim payment requests, Exhibit A may serve as the deliverable for a task. The Department's Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s). Upon review and written acceptance by the Department's Grant Manager of deliverables under the task, the Grantee may proceed with payment request submittal.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement's most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee's full completion of a task, the Grantee may submit a payment request for cost reimbursement using both Exhibit A, Progress Report Form, and Exhibit C, Payment Request Summary Form. Interim payment requests cannot be made more frequently than monthly and must be made using Exhibit A, detailing all work progress made during that payment request period, and Exhibit C. Upon the Department's receipt of Exhibit A and C, along with all supporting fiscal documentation and deliverables, the Department's Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department's Grant Manager, with the details of the request and the reason for the request made clear.

PROJECT TIMELINE AND BUDGET DETAIL:

Task No.	Task Title	Budget Category	DEP Amount	Local Amount	Total Amount	Task Start Date	Task Due Date
1	Bidding and Contractor Selection	Salary	\$ 10,000.00	\$ 0.00	\$ 10,000.00	Upon Execution	06/30/2026
		Fringe Benefits					
2	Project Management	Contractual Services	\$ 25,000.00	\$ 0.00	\$ 25,000.00	Upon Execution	06/30/2026
		Salary					
		Fringe Benefits					
3	Construction	Contractual Services	\$ 518,758.54	\$ 0.00	\$ 518,758.54	Upon Execution	06/30/2026
Total:			\$ 553,758.54	\$ 0.00	\$ 553,758.54		

BUDGET DETAIL:

Task No.	Task Title	Budget Category	DEP Amount	Local Amount
1	Bidding and Contractor Selection	Salary	\$ 7,500	\$0
		Fringe Benefits	\$ 2,500	\$ 0
Total for Task:			\$ 10,000	\$ 0
2	Project Management	Contractual Services	\$ 12,000	\$ 0
		Salary	\$ 9,500	\$ 0
		Fringe Benefits	\$ 3,500	\$ 0
Total for Task:			\$ 25,000	\$ 0
3	Construction	Contractual Services	\$ 518,758.54	\$ 0
Total for Task:			\$ 518,758.54	\$ 0
Project Total:			\$ 553,758.54	\$ 0
Percentage Match:			% 100	% 0

SALARY AND FRINGE BENEFITS BY TASK: Cost-reimbursable funding or hourly match and fringe rate(s) by position may not exceed those indicated below. Upon submission of each payment request, the Grantee certifies that the hours and fringe rates submitted are accurate and allowable costs for the Grant Agreement. Upon request by the Department's Grant Manager, additional documentation of hours worked will be provided.

Cost-reimbursable funding or hourly match rate(s) by position may not exceed those indicated below. Fringe benefits will be reimbursed based on actual costs, with the total not to exceed the budgeted amounts shown in the Budget Detail by task table.

Task No.	Position Title	Hourly Rate	Fringe Rate (%)
1	Capital Projects Manager	\$51.49	49.20
	Storm-water Infrastructure Foreman	\$25.70	21.10
	Senior Accountant	\$29.27	42.10
	Public Works Director	\$56.39	30.07
2	Capital Projects Manager	\$51.49	49.20
	Storm-water Infrastructure Foreman	\$25.70	21.10
	Senior Accountant	\$29.27	42.10
	Public Works Director	\$56.39	30.07
3	Contractual Services	\$0.00	\$0.00

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Item 5.

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (*see "AUDITS" below*), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 C.F.R. § 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 C.F.R. § 200.330

1. A recipient that expends \$750,000 or more in federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 C.F.R. §§ 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 C.F.R. Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 C.F.R. §§ 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 C.F.R. Part 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), *Florida Statutes*.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), *Florida Statutes*. This includes submission of a financial reporting package as defined by Section 215.97(2), *Florida Statutes*, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, *Florida Statutes*, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 C.F.R. § 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 C.F.R. §§ 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 C.F.R. § 200.501(a) (the number of copies required by 2 C.F.R. § 200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 C.F.R. § 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

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5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 C.F.R. Part 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
Original Agreement	U.S. Department of Treasury	21.027	SLRFP 0125	\$553,758.54	152-D 22
Federal Program B		CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:					
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	State Appropriation Category

Total Award	\$553,758.54
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Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
PROGRAM-SPECIFIC REQUIREMENTS
RESILIENT FLORIDA PROGRAM**

ATTACHMENT 6

1. Permits. The Grantee acknowledges that receipt of this grant does not imply nor guarantee that a federal, state, or local permit will be issued for a particular activity. The Grantee agrees to ensure that all necessary permits are obtained prior to implementation of any grant-funded activity that may fall under applicable federal, state, or local laws. Further, the Grantee shall abide by all terms and conditions of each applicable permit for any grant-funded activity. Upon request, the Grantee must provide a copy of all acquired and approved permits for the project.
2. Ineligibility. If the Grantee fails to perform in accordance with the terms and conditions set forth in this Agreement; Attachment 3 (Grant Work Plan), and all other applicable attachments and exhibits, the Grantee shall be ineligible to be considered for funding under the Resilient Florida Program for two (2) consecutive funding cycles. The Department shall make its determination of ineligibility within thirty (30) days of this Agreement's end date and notify the Grantee in writing if determined ineligible. If the failure to perform in accordance with the terms and conditions set forth in this Agreement is due to the Grantee's contractor or subcontractor(s), then the Grantee should submit that documentation in writing to the Department's Grant Manager.
3. Additional Documentation for Contractual Costs. In addition to the documentation requirements in paragraph 11 of Attachment 2 (Subcontracting), and in paragraph 9.c. of Attachment 1 (Contractual Costs (Subcontractors)), Grantee shall provide the following for all subcontractual agreements that the Grantee executes for this project:
 - a. A valid link or documentation that outlines their entity's procurement processes as required in Attachment 1, paragraph 9.c; and
 - b. A certification statement signed by the Grantee's designated grant manager indicating the procurement process that was utilized per their entities' policies and procedures for all subcontractors. The certification must include a listing of all subcontractor quotes/bids amounts, along with the company name, address, and the details of how and why they made their determinations for those subcontractors that were selected and utilized for this Agreement.
4. Attachment 3, Grant Work Plan, Performance Measures. All deliverables and reports submitted to the Department should be submitted electronically and must be compliant with the Americans with Disabilities Act, also known as "508 Compliant," in all formats provided.
5. Copyright, Patent and Trademark. The Department reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state government purposes:
 - a. The copyright in any work developed under this Agreement; and
 - b. Any rights or copyright to which the Grantee or subcontractor purchases ownership with grant support.
6. Grant funds may not be used to support ongoing efforts to comply with legal requirements, including permit conditions, mitigation, and settlement agreements.
7. Funding Source. With the exception of audiovisuals not intended for presentation to the general public that are produced either as research instruments or for documenting experimentation or findings (unless otherwise required under the special terms of this Agreement), Grantee agrees to include the Department's logo (which

can be found on the Department's website at: <https://floridadep.gov> or by contacting the Grant Manager for a copy) on all publications, printed reports, maps, audiovisuals (including videos, slides, and websites), and similar materials, as well as the following language:

"This work was funded in part through a grant agreement from the Florida Department of Environmental Protection's Office of Resilience and Coastal Protection Resilient Florida Program. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies."

The next printed line must identify the month and year of the publication.

8. Final Project Report. The Grantee shall submit Exhibit F, Final Project Report Form, prior to requesting final payment. The Final Project Report may be submitted in lieu of the final quarterly status report, only in instances where the next quarterly report falls after the project's completion date.

ATTACHMENT 8

Contract Provisions for Coronavirus State and Local Fiscal Recovery Funds (SLFRF) Agreements

The Department, as a Non-Federal Entity as defined by 2 CFR §200.69, shall comply with the following provisions, where applicable. For purposes of this Grant Agreement between the Department and the Grantee, the term “Recipient” shall mean “Grantee.”

Further, the Department, as a pass-through entity, also requires the Grantee to pass on these requirements to all lower tier subrecipients/contractors, and to comply with the provisions of the award, the SLFRF implementing regulation, including applicable provisions of the OMB Uniform Guidance (2 CFR Part 200), and all associated terms and conditions. Therefore, Grantees must include these requirements in all related subcontracts and/or sub-awards. Grantees can include these requirements by incorporating this Attachment in the related subcontract and/or sub-awards, however for all such subcontracts and sub-awards, the Grantee shall assume the role of the Non-Federal Entity and the subrecipients shall assume the role of the Recipient.

2 CFR PART 200 APPENDIX 2 REQUIREMENTS

1. Administrative, Contractual, and Legal Remedies

The following provision is required if the Agreement is for more than \$150,000. In addition to any of the remedies described elsewhere in the Agreement, if the Recipient materially fails to comply with the terms and conditions of this Contract, including any Federal or State statutes, rules, or regulations, applicable to this Contract, the Non-Federal Entity may take one or more of the following actions.

- A. Temporarily withhold payments pending correction of the deficiency by the Recipient.
- B. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
- C. Wholly or partly suspend or terminate this Contract.
- D. Take other remedies that may be legally available.

The remedies identified above, do not preclude the Recipient from being subject to debarment and suspension under Presidential Executive Orders 12549 and 12689. The Non-Federal entity shall have the right to demand a refund, either in whole or part, of the funds provided to the Recipient for noncompliance with the terms of this Agreement.

2. Termination for Cause and Convenience

Termination for Cause and Convenience are addressed elsewhere in the Agreement.

3. Equal Opportunity Clause

The following provision applies if the agreement meets the definition of “federally assisted construction contract” as defined by 41 CFR Part 60-1.3:

During the performance of this Agreement, the Recipient agrees as follows:

- A. The Recipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Recipient 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:
 - i. 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 Recipient 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 Recipient will, in all solicitations or advertisements for employees placed by or on behalf of the Recipient, 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 Recipient will not discharge or in any other 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 Recipient's legal duty to furnish information.

- D. The Recipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Agreement or understanding, a notice to be provided advising the said labor union or workers' representatives of the Recipient's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. The Recipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. The Recipient 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 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 Recipient'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 Recipient 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 Recipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 Recipient will take such action with respect to any subcontractor purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

4. Contract Work Hours and Safety Standards Act

Where applicable, if the Agreement is in excess of \$100,000 and involves the employment of mechanics or laborers, the Recipient must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Recipient must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Rights to Inventions Made Under Agreement

If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the Non-Federal Entity or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Non-Federal Entity or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

6. Clean air Act (42 U.S.C. 7401-7671q.), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), and EPA Regulations

If the Agreement is in excess of \$100,000, the Recipient shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and by the EPA (40 CFR Part 15). Violations must be reported to the

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Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- i. The Grantee shall include these requirements for the Clean Air Act and the Federal Water Pollution Act in each subcontract exceeding \$100,000 financed in whole or in part with SLFRF funds.

7. Debarment and Suspension (Executive Orders 12549 and 12689)

The Recipient certifies that it is not listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 and 2 CF 1200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension."

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

The Recipient certifies 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 agency, 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. If applicable, the Recipient shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award, using form SF-LLL, available at:

https://apply07.grants.gov/apply/forms/sample/SFLLL_1_2_P-V1.2.pdf.

- i. Grantees who apply or bid for an award of \$100,000 or more 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 agency, 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.

9. Procurement of Recovered Materials

The Recipient must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act as described in 2 CFR part 200.322.

10. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

The Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems 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. See Section 889 of Public Law 115-232 (National Defense Authorization Act 2019). Also, see 2 CFR 200.216 and 200.471.

11. Domestic Preferences for Procurement

The Recipients and subrecipients must, to the greatest extent practical, give preference to the purchase, acquisition, or use of goods, products, or materials produced in the United States in accordance with 2 CFR 200.322.

ADMINISTRATIVE

1. General Federal Regulations

Recipients shall comply with the regulations listed in 2 CFR 200, 48 CFR 31, and 40 U.S.C. 1101 *et seq.*

2. Rights to Patents and Inventions Made Under a Contract or Agreement

Rights to inventions made under this assistance agreement are subject to federal patent and licensing regulations, which are codified at Title 37 CFR Part 401 and Title 35 U.S.C. 200 through 212.

3. Compliance with the Trafficking Victims Protection Act of 2000 (2 CFR Part 175)

Recipients, their employees, subrecipients under this award, and subrecipients' employees may not:

- A. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
- B. Procure a commercial sex act during the period of time that the award is in effect; or
- C. Use forced labor in the performance of the award or subawards under the award.

4. Whistleblower Protection

Recipients shall comply with U.S.C. §4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection. This requirement applies to all awards issued after July 1, 2013 and effective December 14, 2016 has been permanently extended (Public Law (P.L.) 114-261).

- A. This award, related subawards, and related contracts over the simplified acquisition threshold and all

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employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies in the pilot program on award recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (P.L. 112-239).

- B. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.
- C. The Recipient shall insert this clause, including this paragraph C, in all subawards and in contracts over the simplified acquisition threshold related to this award; best efforts should be made to include this clause, including this paragraph C in any subawards and contracts awarded prior to the effective date of this provision.

5. Notification of Termination (2 CFR § 200.340)

In accordance with 2 CFR § 200.340, in the event that the Agreement is terminated prior to the end of the period of performance due to the Recipient's or subcontractor's material failure to comply with Federal statutes, regulations or the terms and conditions of this Agreement or the Federal award, the termination shall be reported to the Office of Management and Budget (OMB)-designated integrity and performance system, accessible through System for Award Management (SAM) currently the Federal Awardee Performance and Integrity Information System (FAPIS). The Non-Federal Entity will notify the Recipient of the termination and the Federal requirement to report the termination in FAPIS. See 2 CFR § 200.340 for the requirements of the notice and the Recipient's rights upon termination and following termination.

6. Additional Lobbying Requirements

- A. The Recipient certifies that no funds provided under this Agreement have been used or will be used to engage in the lobbying of the Federal Government or in litigation against the United States unless authorized under existing law.
- B. The Lobbying Disclosure Act of 1995, as amended (2 U.S.C. §1601 et seq.), prohibits any organization described in Section 501(c)(4) of the Internal Revenue Code, from receiving federal funds through an award, grant (and/or subgrant) or loan unless such organization warrants that it does not, and will not engage in lobbying activities prohibited by the Act as a special condition of such an award, grant (and/or subgrant), or loan. This restriction does not apply to loans made pursuant to approved revolving loan programs or to contracts awarded using proper procurement procedures.
- C. Pursuant to 2 CFR §200.450 and 2 CFR §200.454(e), the Recipient is hereby prohibited from using funds provided by this Agreement for membership dues to any entity or organization engaged in lobbying activities.

7. Increasing Seat Belt Use in the United States

Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Grantee is encouraged to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

8. Reducing Text Messaging While Driving

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Grantee is encouraged to adopt and enforce policies that ban text messaging while driving and establish workplace safety policies to decrease accidents caused by distracted drivers.

9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970

Where applicable, 42 U.S.C. §§ 4601-4655 and implementing regulations apply to this Agreement.

COMPLIANCE WITH ASSURANCES

1. Assurances

Recipients shall comply with all applicable assurances made by the Department or the Recipient to the Federal Government during the Grant application process.

FEDERAL REPORTING REQUIREMENTS

1. FFATA

Grant Recipients awarded a new Federal grant greater than or equal to \$30,000 awarded on or after October 1, 2015, are subject to the FFATA the Federal Funding Accountability and Transparency Act ("FFATA") of 2006. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is www.USASpending.gov. The Grantee agrees to provide the information necessary, within one (1) month of execution, for the Department to comply with this requirement.

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DEPARTMENT OF TREASURY-SPECIFIC

1. Civil Rights Compliance

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services or otherwise discriminate on the basis of race, color, national origin, (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following: Title VI of Civil Rights Acts of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department of Treasury implementing regulations at 31 CFR part 23.

The Department of Treasury will request information on recipients' compliance with Title VI of the Civil Rights Act of 1964, as applicable, on an annual basis. This information may include a narrative describing the recipient's compliance with Title VI, along with other questions and assurances.

SLFRF-SPECIFIC

1. Period of Performance

All funds from SLFRF must be obligated by December 31, 2024 and expended by December 31, 2026.

2. Equipment and Real Property Management

Any purchase of equipment or real property with SLFRF funds must be consistent with the Uniform Guidance at 2 CFR Part 200, Subpart D. Equipment and real property acquired under this program must be used for the originally authorized purpose. Consistent with 2 CFR 200.311 and 2 CFR 200.313, any equipment or real property acquired using SLFRF funds shall vest in the non-Federal entity. Any acquisition and maintenance of equipment or real property must also be in compliance with relevant laws and regulations.

SLFRF INFRASTRUCTURE PROJECTS

For all infrastructure projects, the Grantee shall provide the following project information on a quarterly basis to the Department:

- i. Projected/actual construction start date (month/year)
- ii. Projected/actual initiation of operation date (month/year)
- iii. Location details

SLFRF INFRASTRUCTURE PROJECTS OVER \$10 MILLION

For infrastructure projects over \$10 million, the following provisions apply:

1. Wage Certification

Grantees may provide a certification that all laborers and mechanics employed by Grantee in the performance of such project are paid wages at the rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with the Davis-Bacon Act, for the corresponding classes of laborers and mechanics employed projected of a character similar to the contract work in the civil subdivision of Florida in which the work is to be performed. If the Grantee does not provide such certification, the Grantee must provide a project employment and local impact report detailing:

- i. The number of employees of contractors and sub-contractors working on the project;
- ii. The number of employees on the project hired directly and hired through a third party;
- iii. The wages and benefits of workers on the project by classification; and
- iv. Whether those wages are at rates less than those prevailing.

Grantee must maintain sufficient records to substantiate this information upon request.

2. Project Labor Agreements

Grantees may provide a certification that the project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with the section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the Grantee does not provide such certification, the Grantee must provide a project workforce continuity plan, detailing:

- i. How the Grantee will ensure the project has ready access to a sufficient supply of

appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project;

- ii. How the Grantee will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
- iii. How the Grantee will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities;
- iv. Whether workers on the project will receive wages and benefits that will secure and appropriately skilled workforce in the context of the local or regional labor market; and
- v. Whether the project has completed a labor agreement.

3. Other Reporting Requirements

Grantees must report whether the project prioritizes local hires and whether the project has Community Benefit Agreement, with a description of any such agreement, if applicable.

SLFRF WATER & SEWER PROJECTS

For water and sewer projects, Grantees shall provide the following information to the Department once the project starts:

- i. National Pollutant Discharge Elimination System (NPDES) Permit Number
- ii. Public Water System (PWS) ID number
- iii. Median Household Income of service area
- iv. Lowest Quintile Income of the service area

**DEPARTMENT OF ENVIRONMENTAL PROTECTION
Resilient Florida Program
Progress Report Form**

Exhibit A

DEP Agreement No.:	22FRP76		
Project Title:	Storm Water Master Plan 5% Roadway Bioswales Program - 2nd Street Project		
Grantee Name:	Town of Lake Park		
Grantee Address:			
Grantee's Grant Manager:		Telephone No.:	
Reporting Period:	(MM/DD/YYYY – MM/DD/YYYY)		
<p>INSTRUCTIONS: Provide the following information for all tasks and deliverables identified in Attachment 3, Grant Work Plan: Description of the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, proposed work for the next reporting period, and percentage of the work that has been completed to date.</p> <p>NOTE: Use as many pages as necessary to cover all tasks in the Grant Work Plan.</p> <p><u>The following format should be followed:</u></p> <p>Task 1: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:</p> <p>Task 2: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:</p> <p>Task 3: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:</p> <p>Task 4: Progress for this reporting period: Identify any delays or problems encountered: Percentage of task completed:</p>			

This report is submitted in accordance with the reporting requirements of the above DEP Agreement No. and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager (or successor)

Date

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
EXHIBIT C
PAYMENT REQUEST SUMMARY FORM**

The current **Exhibit C, Payment Request Summary Form** for the Resilient Florida Program grant agreements can be found on the Department's website at the link below. Each payment request must be submitted on the current form. The Department will notify grantees of any substantial changes to Exhibit C that occur during the grant agreement period.

<https://floridadep.gov/Resilient-Florida-Program/Grants>

EXHIBIT F
DEP AGREEMENT NO. 22FRP76

**STORMWATER MASTER PLAN 5% ROADWAY BIOSWALES PROGRAM - 2ND STREET
PROJECT**

Town of Lake Park

Final Project Report



Insert Month & Year

This report is funded in part through a grant agreement from the Florida Department of Environmental Protection. The views, statements, findings, conclusions, and recommendations expressed herein are those of the author(s) and do not necessarily reflect the views of the State of Florida or any of its subagencies.

Part I. Executive Summary

Part II. Methodology

Part III. Outcome

Include evaluation of project's ability to meet goals and expected performance measures and provide explanation for why goals were not met, if applicable. Identify successful outcomes, areas for improvement, and quantifiable metrics as a result of the project.

Part IV. Further Recommendations

Instructions for completing Attachment F Final Project Report Form:

DEP AGREEMENT NO.: This is the number on your grant agreement.

GRANTEE NAME: Enter the name of the grantee's agency.

PROJECT TITLE: Enter the title shown on the first page of the grant agreement.

MONTH & YEAR: Enter month and year of publication

The final Project Report must contain the following sections: Executive Summary, Methodology, Outcome, and Further Recommendations. The Final Project Report must comply with the publication requirements in the grant agreement. Please limit the final project report to no more than five (5) pages. One electronic copy shall be submitted to the Department's Grant Manager for approval. Final payment will be held until receipt and approval of the Final Project Report.

Questions regarding completion of the Final Project Report should be directed to the Department's Grant Manager, identified in paragraph 18 of this agreement.



Florida Department of Environmental Protection

EXHIBIT G

PHOTOGRAPHER RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

DEP AGREEMENT NO: 22FRP76

RELEASE FORM FOR PHOTOGRAPHS, VIDEOS, AUDIO RECORDINGS AND ARTWORKS

Owner/Submitter's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: () _____ Email: _____

License and Indemnification

I certify that I am the owner of the photograph(s), video(s), audio recording(s) and/or artwork(s) being submitted and am eighteen (18) years of age or older.

I hereby grant to the Florida Department of Environmental Protection the royalty-free and non-exclusive right to distribute, publish and use the photograph(s), video(s), audio recording(s) and art work(s) submitted herewith (the "Work") to promote the Florida Department of Environmental Protection. Uses may include, but are not limited to:

1. Promotion of FDEP (including, but limited to publications, websites, social media venues, advertisements, etc.); and
2. Distribution to the media; and
3. Use in commercial products.

The Florida Department of Environmental Protection reserves the right to use/not use any Work as deemed appropriate by the Florida Department of Environmental Protection. No Work will be returned once submitted.

I hereby acknowledge that the Florida Department of Environmental Protection shall bear no responsibility whatsoever for protecting the Work against third-party infringement of my copyright interest or other intellectual property rights or other rights I may hold in such Work, and in no way shall be responsible for any losses I may suffer as a result of any such infringement; and I hereby represent and warrant that the Work does not infringe the rights of any other individual or entity.

I hereby unconditionally release, hold harmless and indemnify the Florida Department of Environmental Protection, its employees, volunteers, and representatives of and from all claims, liabilities and losses arising out of or in connection with the Florida Department of Environmental Protection's use of the Work. This release and indemnification shall be binding upon me, and my heirs, executors, administrators and assigns.

I have read and understand the terms of this release.

Owner signature: _____ Date: _____

Photo/video/audio/artwork/recording
file name(s): _____

Location of photo/video/audio
recording/artwork: _____

Name of person accepting Work submission _____

Exhibit G, DEP Agreement #: 22FRP76

11/19/2021

Page 1 of 1

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
RESILIENT FLORIDA GRANT PROGRAM
CONTRACTUAL SERVICES CERTIFICATION**

Exhibit H

Required for all grant agreements that include Contractual Services as an expenditure category.

DEP Agreement Number: 22FRP76

Project Title: Storm Water Master Plan 5% Roadway Bioswales Program -- 2nd Street Project

Grantee: Town of Lake Park

Prior to making a request for payment of contractual services, the Grantee must provide the following to the Department Grant Manager then responsible for the Grantee's Resilient Florida Grant Program grant agreement:

1. Documentation of the Grantee's procurement process, as consistent with Attachment 1, Paragraph 9(c) and Attachment 2, Paragraph 11;
 2. A list of all subcontractor quote and/or bid amounts (as applicable), including the company name and address for each subcontractor;
 3. An explanation of how and why the Grantee made their determination(s) for the subcontractor(s) selected to perform certain task(s) under the Grantee's relevant grant agreement; and
 4. This Exhibit H, signed and dated by the Grantee's own (non-Departmental) grant manager.
-

By signing below, I certify that, on behalf of the Grantee, I have provided all the information required by items 1. through 3. of this exhibit, as stated above, to the Department Grant Manager currently responsible for the Grantee's Resilient Florida Grant Program grant agreement. I also certify that the procurement process the Grantee utilized follows all of said Grantee's non-Departmental policies and procedures for subcontractors.

Grantee's Grant Manager Signature

Print Name

Date



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: October 5, 2022

Agenda Item No. 2

Agenda Title: Progress Update on the 100% Design Specifications and Implementation Timeline for the 2nd Street Green Infrastructure (Roadside Bioswale) Project.

- ☒ **SPECIAL PRESENTATION/REPORTS** ☐ **CONSENT AGENDA**
☐ **BOARD APPOINTMENT** ☐ **OLD BUSINESS**
☐ **PUBLIC HEARING ORDINANCE ON _____ READING**
☐ **NEW BUSINESS**
☐ **OTHER: _____**

Approved by ^{Acting} Town Manager Paula McElhiney Turner Date: 9/23/2022

Roberto F. Travieso/Public Works Director
 Name/Title

Originating Department: Public Works	Costs: None at this time. Funding Source: Acct. #: <input type="checkbox"/> Finance _____	Attachment 1: PowerPoint Presentation on subject project design progress. Attachment 2: - Project Profile Attachment 3: - FDEP Grant Agreement
Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes, I have notified everyone _____ OR Not applicable in this case <u>PT</u> Please initial one.

Summary Explanation/Background:

Since 2019, extensive research and advanced hydrology and hydraulic modeling conducted during the development of the Town's Stormwater Master Plan (SWMP) confirmed that the Town's storm sewer network lacks capacity to convey rainfall runoff from mostly impervious dense urban areas for

storm events of significance. Additionally, the study also identified localized flooding in at least 23 locations throughout the Town, including two areas of significance on 2nd Street.

In 2020, in collaboration with Town staff, our stormwater engineering consultants developed a practical, Green Infrastructure project to address localized flooding on 2nd Street by placing roadside bioswales at the intersections of 2nd Street and Foresteria Drive (Figure 1) and 2nd Street and Evergreen Drive (Figure 2), **Attachment 2**.

Figure 1



Figure 2



The rationale for the selection of this flooding mitigation strategy is that in addition to their stormwater conveyance benefits, bioswales improve the quality of the stormwater runoff before it infiltrates the soil or is discharged to tide. They are also widely considered a more visually appealing alternative, especially if decorative, native plants are chosen. Moreover, these green spaces can provide a habitat for some wildlife species, especially birds.

Over the last two years, Town staff and stormwater consultants have worked to secure grant funding for this important project, securing grant funding for both project design and construction.

Specifically, in August 2021, the Town entered into an agreement with the Florida Department of Environmental Protection, Coastal Partnership Initiative for planning (design) grant funding in the amount of **\$30,000.00 (Attachment 3)**.

The total planning and design cost for the 2nd Street roadside bioswales project is **\$85,000.00**, which includes distributions from the following funding sources:

DESIGN PHASE:

Coastal Partnership Initiative Grant:	\$30,000.00
American Rescue Plan (ARPA) Expenses:	<u>\$55,000.00</u>
	\$85,000.00

Also in August 2021, the Town Commission approved Resolution 63-10-21, approving a Work Authorization for Water Resources Management Associates (WRMA) to develop 100% construction-ready plans for 2nd Street Roadside Bioswale Project (the Project). WRMA is one of

the Town's stormwater engineering consultant and currently has an active, five (5) year continuing services agreement with the Town under approved Resolution No. 79-11-18.

Concurrently with the approval of the WRMA work authorization and to help offset the projected costs to construct the Project, Town staff applied for Florida Department of Environmental Protection (the Department), Resilient Florida Grant Program funding and was notified on February 1, 2022 that a grant award in the amount of **\$553,784.54 (with no match)** had been approved. This implementation-focused grant program is consistent with flood mitigation strategies included in the Town's SWMP.

Moreover, the Agreement associated with this award for construction funding is pending as of the date of this Agenda item.

At this time, the planning and design phase of the project is nearing completion. Accordingly, Department and WRMA Staffs, along with landscape architect and WRMA sub-contractor Coutler & Hearing, will present a progress update to highlight key project design elements, environmental and drainage efficiency benefits, planting specifications, and more (**Attachment 1**).

Recommended Motion: There is no recommended motion associated with this agenda item. For information purposes only.

Final Design Progress Update on the 2nd Street Green Infrastructure Roadside Bioswale Project

Roberto Travieso
Director, Department of Public Works



Project Team



- **John D'Agostino** – Town Manager
- **Roberto Travieso** – Public Works Director
- **Raul Mercado** – Principal Engineer, WRMA
- **Michael Mercado** – Lead Design Engineer, WRMA
- **Don Hearing** -- Principal/Landscape Architect, Cotleur & Hearing
- **John Wille** – Capital Projects Manager

Stormwater Management Needs Assessment Water Quantity



- Study showed that of the 10.62 miles of storm sewers (Approx. 29%) needs to be immediately (1-5 years) rehabilitated (Repaired/Replaced) and the rest within 20 years.
- Identifies key major capacity surge flooding problems along Southern Outfall (446 acre watershed)
- Identifies many areas without stormsewers with nuisance flooding such as along 2nd Street
- Identifies long term climate change (Sea Level Rise) challenges along 0.8 miles of LWI waterfront



Stormwater Management Needs Assessment Water Quality



2/3 of the ToLP area Discharges untreated runoff to the impaired Lake Worth Lagoon



FDEP/NPDES Permit requires the ToLP to monitor runoff discharges from 14 outfalls



Receiving Waterbody	Table 4 Pollutants Loading Reductions (lbs/year) for 5% Roadside Bioswales BMPs					
	SS/TSS	TP	CU	204	4	
LWS (Current BMPs)	77,419	10,253	183	6.2	24.5	\$0.432
LWI (Proposed Bioswales)	20,081	76,888	796	10.8	238.6	\$0.566
Reduction %	10.4	22.2	9.8	9.4	8.8	2.5

Bioswales along 5% of the ToLP ROW's will reduce sediment pollutant loadings to the LWL by as much as 22% (TSS)

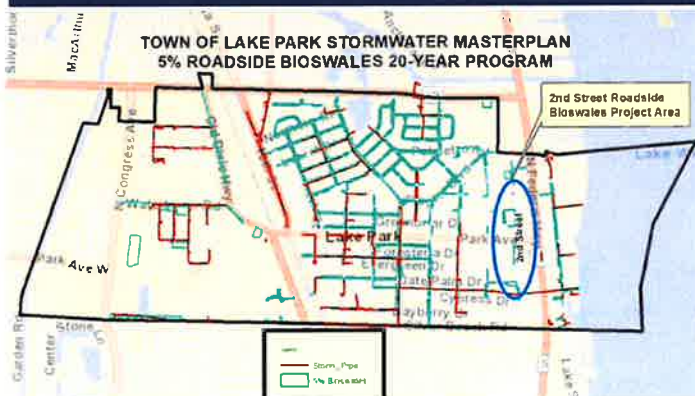
Stormwater Master Plan (SWMP)



- Updated in 2019-2020
- Adopted by Town Commission in 2021
- Provided the incremental conversion of 5% roadside swales to green infrastructure (bioswales/biodetention areas)
- Recommends the use of Stormwater fees exclusively to cover O&M costs (no Capital Improvements)
- Recommends the use of federal grants for project Capital Improvements



Stormwater Master Plan Approach Green Infrastructure For Climate Change



**5% ROADSIDE BIOSWALES
20-YEAR PROGRAM**

**FIRST PROJECT - BIOSWALES
ALONG 2ND STREET ROW**

**Higher Intensity Rainfall is Causing More Frequent
Nuisance Flooding Along 2nd Street Intersections**

Why 2ND Street ?



- Extra pavement was added to the ROW in the past without grading
- Additional impervious area runoff creates ponding and nuisance flooding at intersections
- Opportunity for design of a GI-Based Bioswale to address nuisance flooding and water quality NPDES requirements



FORESTERIA DRIVE

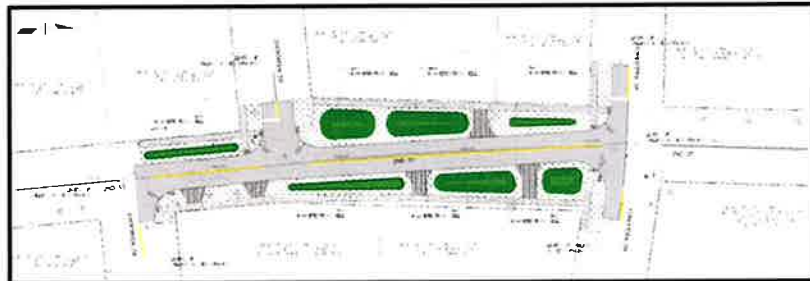


EVERGREEN DRIVE

Prototype Bioswale Design Solution Surface Component



- Surface (planted) bioswales captures first flush of runoff for infiltration and evapotranspiration

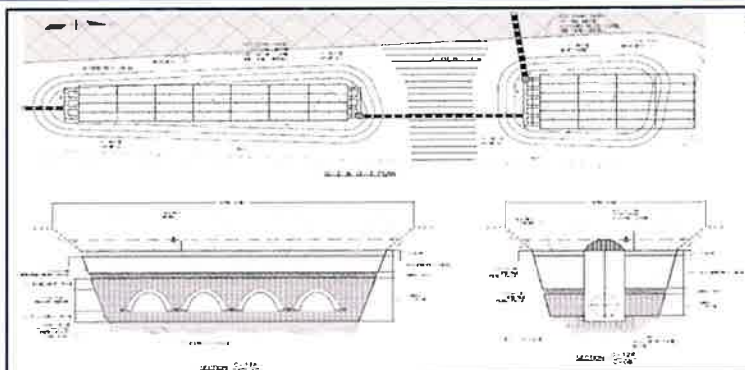


- Bioswales green-planted areas beautify the right-of-way
- Bioswales soils layers provide mulch for additional water quality treatment of runoff

Prototype Bioswale Design Solution Underground Component



- Underground Storage Filtration Chambers provide additional runoff volume treatment capacity



- Interconnected chambers for maximum utilization of underground space
- Chambers can be accessed for maintenance to clear debris

Prototype Bioswale Design Flexibility for Green Infrastructure & Sustainability Projects



Main Highway Corridors



Local Streets



Parking Lots

- Surface Bioswale
- Underground Chambers



A significant component of the SWMP Green Infrastructure-Based Program

- **Bioswales**
- Bioretention Facilities
- Pervious Pavers
- Green Roofs
- Raingardens

Project Implementation Timeline



■ Design & Bidding (Design partially funded by FDEP Coastal Partnership Initiative Grant)

- 100% Design Plans & Specifications: November 2022
- Final Regulatory Permits: December 2022
- Bidding Advertisement: January 2023
- Contractor Selection: February – March 2023
- Contract Negotiations: April – May 2023

■ Construction (Funded by Resilient Florida Grant)

- Mobilization/Start Up: June 2023
- Completion/Close Out: June 2024



Project Design & Landscape Renderings

DON HEARING, PLA







Questions

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT WORK PLAN
DEP AGREEMENT NO.: CZ419**

ATTACHMENT 3

PROJECT TITLE: Town of Lake Park Storm Water Master Plan 5% Roadway Bioswales Program - 2nd Street Project

GRANTEE CONTACT INFORMATION:

Organization Name: Town of Lake Park
Chief Elected Official or Agency Head: John D'Agostino
Title: Town Manager
Address: 535 Park Avenue
City: Lake Park
Zip Code: 33403
Area Code and Telephone Number: (561) 881-3304
E-Mail Address: jdagostino@lakeparkflorida.gov

GRANT MANAGER CONTACT INFORMATION:

Organization Name: Town of Lake Park
Grant Manager: Dwayne Bell, Sr.
Title: Operations Manager/Interim Public Works Director
Address: 640 Old Dixie Highway
City: Lake Park
Zip Code: 33403
Area Code and Telephone Number: (561) 881-3345
E-Mail Address: dbell@lakeparkflorida.gov

FISCAL AGENT CONTACT INFORMATION:

Organization Name: Town of Lake Park
Fiscal Agent: Lourdes Cariseo
Title: Finance Director
Address: 535 Park Avenue
City: Lake Park
Zip Code: 33403
Area Code and Telephone Number: (561) 881-3351
E-Mail Address: lcarseo@lakeparkflorida.gov

FEID No: 59-6000355

DUNS No: 025113474

PROJECT LOCATION: 2nd Street (Foresteria Drive to Evergreen Drive), map of project location attached.

PROJECT BACKGROUND: The interconnected channel and pond routing (ICPR4) H&H model developed for the Town's SWMP was used to perform hydrodynamic modeling of the rainfall/runoff process occurring throughout the watersheds. Hydrologic simulations were performed for three-year/24-hour, 10-year/24-hour, 25-year/three-day, 50-year/three-day and 100-year/three-day storm events. Results illustrate that the interconnected system of reinforced concrete pipes (RCP), corrugated metal pipes (CMP) and high-density polyethylene (HDPE) pipes do not have the capacity to convey runoff from mostly impervious dense urban areas for storm events of significance (greater than three-year frequency). Furthermore, there is localized flooding in areas (such as along 2nd Street) that do not possess a dedicated storm sewer system. This modeling aligns with real-world detrimental impacts that the Town is already experiencing.

The need is further demonstrated by the implications set forth as the result of projected climate change-based sea-level rise (SLR) by the United States Army Corps of Engineers (USACE). The change in SLR between 2019 and 2060 is estimated by USACE to be 36 inches. This corresponds to a 2060 average high tide of 2.7 feet NAVD. Once this occurs, preliminary ICPR4 H&H modeling (coded to reflect SLR of 2.7 feet) indicates that the problems being experienced today will grow in severity along the 60-inch trunk storm sewer and the 2nd Street vicinity, meaning that any drainage occurring along 2nd Street will not be able to enter the Southern Outfall by sheet flow or by pipe.

The roadside bioswales will serve two functions:

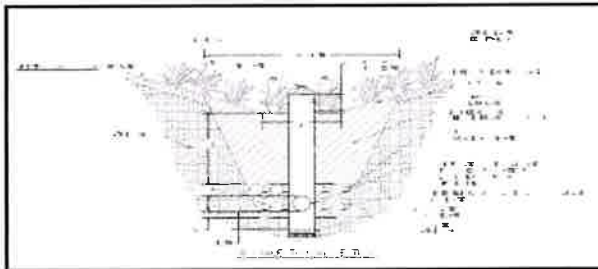
1. They will act to significantly mitigate pollutant-laden storm water runoff that otherwise would flow into the LWL and act as a natural filtration system to reduce total suspended solids.
2. They will reduce the centrality of the Southern Outfall 60-inch trunk-line pipe by diverting upstream storm water runoff sheet flow away from the main storm sewer trunk and to the underground water table aquifer, which will also introduce more resiliency into the storm water infrastructure system.

The 2nd Street project is a component of the 20-year long-term 5% Roadside Bioswale Plan that will ensure adequate resiliency and sustainability for a minimum of approximately 75% of its total land area.

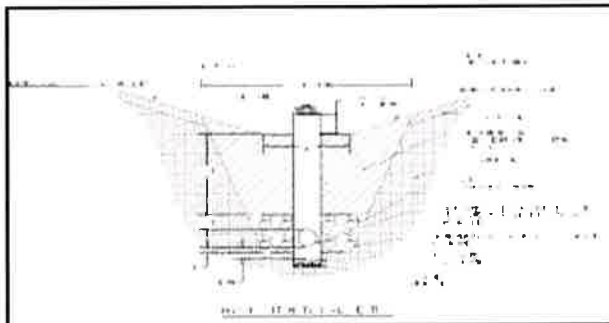
PROJECT DESCRIPTION: The proposed project entails the strategic placement of roadside bioswales at two locations on 2nd Street where flooding has been documented, including 2nd Street and Foresteria Drive, and 2nd Street and Evergreen Drive. The overall goal of the project is to intercept and collect sheetflow at its source along the 2nd Street right-of-way in the vicinity of the road and prevent runoff from entering the Southern Outfall trunk (via sheet flow to inlets). Instead, the bioswales will function to intercept runoff for filtration to the water table aquifer and reduce runoff volumes through evaporation and transpiration.



Example Roaside Bio-Swales



Bioswale with Planting



Bioswale with no planting

The proposed project has two primary objectives:

1. Access the physical conditions of the topography and the soil's infiltration rates at the two affected sites (see aforementioned site locations) and the feasibility of two types of bioswale designs to direct runoff production to the groundwater table via infiltration and deep percolation and deliver untreated runoff flows that otherwise would enter the Southern Outfall via sheet flow and be transferred to the Lake Worth Lagoon. The proposed roadside GI-based bioswales will also address the increasing adverse impact of higher climate change-based rainfall intensity volumes.
2. Mitigate pollutant-laden runoff load discharge to the Lake Worth Lagoon by providing water quality treatment and infiltration of runoff to the underground aquifer.

In order to achieve these objectives, this project will focus on data collection and management and the engineering design and specifications for the bio-swales, culminating in construction documents and bid package for implementation.

TASKS and DELIVERABLES:

Task #1: Data Collection and Management

Task Description: The Grantee will work with Water Resources Management Associations, Inc. (WRMA), which is currently under a five-year contract with the Town. WRMA will perform topographic surveys at the two proposed sites. WRMA will also secure the services of a geotechnical engineering firm for the acquisition of the soil's physical properties data via shallow augers and/or shallow piezometer wells. This data is necessary to perform drainage infiltration analysis and determine the size of the required bioswale media for treatment of local runoff. The picture below shows the location of proposed field testing. The testing scope of work includes:



- Two (2) borehole permeability/percolation tests, usual open hole, constant head test to be performed on grassed swale areas along 2nd Street. One will be located at the southeast corner of 2nd Street and Foresteria Drive, and a second at the southwest corner of 2nd Street and Evergreen Drive.
- Two (2) 10ft deep Standard Penetration Test (SPT) borings will be performed in grassed swale areas adjacent to the previous permeability tests for minimal disruption.
- Two (2) 10ft Standard Penetration Test (SPT) borings with pavement coring reporting format. These will be performed at the intersections of 2nd Street and Foresteria Drive, and 2nd Street and Evergreen Drive.

None of these field tests will be performed in environmental sensitive areas and will not require the use of any chemical pollutants.

Deliverables: Data Collection and Management Technical Report

Attachment 3, DEP Agreement #: CZ419
5 of 7

Rev. 4/30/2018

Task #2: Preliminary Engineering Design and Planning (30% Plans)

Task Description: The Grantee will work with a professional engineer and certified floodplain management professional from WRMA that will apply the topographic and soils project data, combined with H&H design tools, to perform design plans and specifications for the two sites. WRMA will review the collected data and create 30% plans for the addition of GI-based bioswales at the two sites. This level of design entails the development of preliminary conceptual design options that could be implemented at the site depending upon major site constraints.

Deliverables: 30% Design Plans

Task #3: Engineering Design and Site Layout (60%)

Task Description: The Grantee will build upon the previous task to include the selection of the final bioswale placement at the two locations, include the type of, bioswales selected (bioswale with or without plantings), and any required adjustments to the road (edge of pavement, driveways, etc.).

Deliverables: 60% Design Plans and Quantity Takeoff Cost Estimate

Task #4: Detailed Engineering Design (90%)

Task Description: The Grantee will build upon the previous two tasks to include the preparation of design specifications and preliminary construction-ready plans. The design will also include the preparation of the project technical manual and a detailed engineer's opinion of probable cost.

Deliverables: 90% Design Plans and Engineer's Opinion of Probable Cost

Task #5: Final Plans and Specifications (100%)

Task Description: The Grantee will complete the design plans in preparation of the final design plans (ready for bidding/construction). Grantee will summarize project with a final report utilizing Exhibit F format.

Deliverables: 100% Final Ready For Construction Design Plans and Specifications, and Final Engineer's Opinion of Probable Cost. Final Report of project.

Performance Standard: The Department's Grant Manager will review the deliverables to verify that they meet the specifications in the Grant Work Plan and the task description. Upon review and written acceptance by the Department's Grant Manager of all deliverables under this task, the Grantee may proceed with payment request submittal.

Payment Request Schedule: Grantee may submit a payment request for cost reimbursement upon completion of each task and Department approval of all associated task deliverables.

PROJECT TIMELINE: The tasks must be completed by the corresponding task end date and all deliverables must be received by the designated due date.

Task No.	Task or Deliverable Title	Deliverable Due Date
1	Data Collection and Management	10/31/2021
2	Pre-Liminary Engineering and Planning (30% Plans)	01/31/2022
3	Engineering Design and Site Layout (60% Plans)	04/30/2022
4	Detailed Engineering Design (90% Plans)	07/31/2022
5	Final Plans and Specifications (100% Plans)	08/31/2022

BUDGET DETAIL BY TASK:

Categories	Task 1	Task 2	Task 3	Task 4	Task 5	Totals
Contractual Services	\$10,000	\$4,000	\$10,000	\$2,000	\$4,000	\$30,000
Match Total	\$10,000	\$4,000	\$10,000	\$2,000	\$4,000	\$30,000
Total	\$20,000	\$8,000	\$20,000	\$4,000	\$8,000	\$60,000

PROJECT BUDGET SUMMARY: Cost reimbursable grant funding must not exceed the category totals for the project as indicated below. Match funding shall be provided in the categories indicated below.

Category Totals	Grant Funding Not to Exceed	Match Funding	Total Project Funding
Contractual Services Total	\$30,000	\$30,000	\$60,000
Total:	\$30,000	\$30,000	\$60,000

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project):	Agreement Number:
Town of Lake Park Storm Water Master Plan 5% Roadway Bioswales Program - 2nd Street Project	CZ419

2. Parties	State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000
	(Department)

Grantee Name: Town of Lake Park	Entity Type: Local Government
Grantee Address: 535 Park Avenue Lake Park, FL 33403	FEID: 59-6000355 (Grantee)

3. Agreement Begin Date: Upon Execution	Date of Expiration: 12/31/22
---	--

4. Project Number: (If different from Agreement Number)	Project Location(s):
Project Description: This project entails the strategic placement of roadside bioswales at two locations on 2nd Street where flooding has been documented, including 2nd Street and Foresteria Drive, and 2nd Street and Evergreen Drive	

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
\$30,000.00	<input type="checkbox"/> State <input checked="" type="checkbox"/> Federal	NA21NOS4190077	\$30,000.00
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input checked="" type="checkbox"/> Grantee Match		\$30,000.00
Total Amount of Funding + Grantee Match, if any:			\$60,000.00

6. Department's Grant Manager	Grantee's Grant Manager
Name: Tiffany Herrin or successor	Name: Dwayne Bell or successor
Address: 3900 Commonwealth Blvd. MS#235 Tallahassee, FL 32399	Address: 640 Old Dixie Highway Lake Park, FL 33403
Phone: 850-245-2953	Phone: 561-881-3345
Email: Tiffany.Herrin@FloridaDEP.gov	Email: dbell@lakeparkflorida.gov

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

<input checked="" type="checkbox"/> Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
<input checked="" type="checkbox"/> Attachment 2: Special Terms and Conditions
<input checked="" type="checkbox"/> Attachment 3: Grant Work Plan
<input checked="" type="checkbox"/> Attachment 4: Public Records Requirements
<input checked="" type="checkbox"/> Attachment 5: Special Audit Requirements
<input checked="" type="checkbox"/> Attachment 6: Program-Specific Requirements
<input checked="" type="checkbox"/> Attachment 7: NA21NOS4190077 Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with §215.985, F.S.
<input checked="" type="checkbox"/> Attachment 8: Federal Regulations and Terms (Federal)
<input type="checkbox"/> Additional Attachments (if necessary):
<input checked="" type="checkbox"/> Exhibit A: Progress Report Form
<input type="checkbox"/> Exhibit B: Property Reporting Form
<input checked="" type="checkbox"/> Exhibit C: Payment Request Summary Form
<input type="checkbox"/> Exhibit D: Quality Assurance Requirements for Grants
<input type="checkbox"/> Exhibit E: Advance Payment Terms and Interest Earned Memo
<input checked="" type="checkbox"/> Additional Exhibits (if necessary): Exhibit F: Final Report Form, Exhibit G: Photographer Release Form

8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331(a)(1):

Federal Award Identification Number(s) (FAIN):	NA21NOS4190077
Federal Award Date to Department:	7/1/21
Total Federal Funds Obligated by this Agreement:	\$30,000.00
Federal Awarding Agency:	Dept. of Commerce
Award R&D?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date above or the last date signed below, whichever is later.

Town of Lake Park

GRANTEE

Grantee Name

By

(Authorized Signature)

06-22-2021

Date Signed

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Holly Stone Edmond

Digitally signed by Holly Stone Edmond
Date: 2021.07.07 13:40:34 -04'00'

Secretary or Designee

Date Signed

Print Name and Title of Person Signing

☐ Additional signatures attached on separate page.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.
 A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.
 This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement

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the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with Section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address:
<https://www.myfloridacfo.com/Division/AA/Manuals/documents/ReferenceGuideforStateExpenditures.pdf>.
- e. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- f. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- g. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- h. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- i. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to:
www.myfloridacfo.com/Division/AA/Vendors/default.htm.
- j. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

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- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting

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acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work, or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other

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obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

- c. **Grantee Obligations upon Notice of Termination.** After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. **Continuation of Prepaid Services.** If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. **Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement.** If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

Attachment 1

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16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or

Attachment 1

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otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. **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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, 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, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions then they shall become inoperative.

25. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to Section 216.347, F.S., except that pursuant to the requirements of Section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with Sections 11.062 and 216.347, F.S.

26. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

27. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;

Attachment 1

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- ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.330 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
 - ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
 - iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

28. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

29. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

30. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.

Attachment 1

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- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

31. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

32. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

33. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

34. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

35. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

36. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

37. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual

reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

38. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. CZ419**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is to entail the strategic placement of roadside bioswales at two locations on 2nd Street where flooding has been documented, including 2nd Street and Foresteria Drive, and 2nd Street and Evergreen Drive. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
<input type="checkbox"/>	<input type="checkbox"/>	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
<input type="checkbox"/>	<input type="checkbox"/>	a. Fringe Benefits, N/A.
<input type="checkbox"/>	<input type="checkbox"/>	b. Indirect Costs, N/A.
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Contractual (Subcontractors)
<input type="checkbox"/>	<input type="checkbox"/>	Travel, in accordance with Section 112, F.S.
<input type="checkbox"/>	<input type="checkbox"/>	Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Rental/Lease of Equipment
<input type="checkbox"/>	<input type="checkbox"/>	Miscellaneous/Other Expenses
<input type="checkbox"/>	<input type="checkbox"/>	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

The Agreement requires at least a 100% match on the part of the Grantee. Therefore, the Grantee is responsible for providing \$30,000 through cash or third party in-kind towards the project funded under this Agreement.

The Grantee may claim allowable project expenditures made upon execution or after for purposes of meeting its match requirement as identified above.

Attachment 2

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Each payment request submitted shall document all matching funds and/or match efforts (i.e., in-kind services) provided during the period covered by each request. The final payment will not be processed until the match requirement has been met.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. **Commercial General Liability Insurance.**
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. **Commercial Automobile Insurance.**
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. **Workers' Compensation and Employer's Liability Coverage.**
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

There are no special Office of Policy and Budget reporting requirements for this Agreement.

14. Additional Terms.

None



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 02, 2022
Originating Department: Public Works
Agenda Title: Resolution to Authorize the Mayor to Execute an Agreement with Image Janitorial Services, Inc. for the Provision of Janitorial Services for Town Buildings and Parks Restrooms, per the Pricing, Terms, and Conditions of the Town's RFP No. 109-2022.

Approved by Town Manager: John D'Agostino **Date:** 10/25/22

Cost of Item: \$94,862.30/yr. **Funding Source:** Various
Account Number: Various **Finance Signature:** Jeffrey Duvall

Advertised: Yes
Date: 9/11/2022 **Newspaper:** Palm Beach Post

Attachments:

1. Agenda Request Form (ARF)
2. Resolution: _____
3. Town & Image Janitorial Services Agreement
4. RFP 109-2022
5. Image Janitorial bid package
6. Notice to Award letter
7. Resolution No. 44-08-22

Please initial one:

MP

Yes, I have notified everyone

Not applicable in this case

Summary Explanation/Background:

The Town previously determined the need for a contractor to provide custodial and janitorial services (the Services) at its public offices and parks restrooms.

Following the sudden termination of the previous janitorial contract, the Town identified provisional contracts that could be cooperatively purchased until a full solicitation could be completed.

The Town Manager recommended a cooperative purchase of two (2) competitively solicited contracts that the Town of Lantana, Florida, had awarded to Professional Cleaning Services Corporation (PCS), for substantially similar services as those required by the Town.

Moreover, the Town Commission approved Resolution No. 44-08-22, which cooperatively procured the Services through October 31, 2022 **(Attachment 7)**.

Additionally, at the direction of the Town Manager, Town Staff prepared and advertised Request for Proposal (RFP) 109-2022 for contractors to provide the Services on a multi-year contract basis **(Attachment 4)**.

RFP 109-2022 was published on September 11, 2022, for a period of 30 days and its scope of services included all required janitorial services for all Town facilities.

Subsequently, Town Staff received six (6) responses to the RFP and following careful review determined that three (3) of the six (6) submittals were responsive. The three (3) responsive submittals were carefully evaluated by a panel of four (4) evaluators and the panel determined that the proposal submitted by Image Janitorial Services, Inc. (Contractor), was the highest-scoring proposal, based on pre-established criteria, including overall costs, qualifications, etc.

The Contractor's proposal addressed the full scope of services required by the Town and has represented that it is qualified and able to provide the Services. Town Staff has also performed reference checks to verify the Contractor's assertions in the submitted proposal.

Finally, the Contractor's proposal **(Attachment 5)** carries the following costs for the solicited 3-year term:

Year 1	\$94,862.30
Year 2	\$94,862.30
Year 3	\$94,862.30
Total	\$284,586.90

The Town Manager recommends approval of the Resolution, authorizing a 3-Year Agreement **(Attachment 3)** between the Town and the Contractor.

Recommended Motion:

I move to adopt Resolution _____.

RESOLUTION NO.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH IMAGE JANITORIAL SERVICES, INC., FOR THE PROVISION OF JANITORIAL SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

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, or other persons; and

WHEREAS, the Town previously determined a need for the provision of janitorial services (the Services) for the following Town buildings: Town Hall, Palm Beach Sheriff's Office District 10, Public Works Department, Library, Lake Park Harbor Marina restrooms and shower facilities, Lake Shore Park restrooms, Kelsey Park restrooms, 800 Park Avenue, and Evergreen House; and

WHEREAS, the Town staff has solicited from contractors the Services via Request for Proposal (RFP) No. 109-2022; and

WHEREAS, in its response to the RFP, Image Janitorial Services, represented that it is qualified, able, and willing to satisfactorily provide the Services solicited in the Town's RFP; and

WHEREAS, the response to the RFP from Image Janitorial Services, Inc. was determined by the Town Manager to be responsive and responsible to all of the requirements included in the RFP; and

WHEREAS, the Town Manager has recommended the Town Commission that it enter into the Agreement with the Image Janitorial Services, Inc., for the Services.

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

Section 1. The whereas clauses are hereby incorporated herein.

Section 2. The mayor is hereby authorized and directed to execute the agreement between the Town and Image Janitorial Services, Inc., for the Services. A copy of the proposed contract is attached hereto and incorporated herein as Exhibit A.

Section 3. This Resolution shall take effect immediately upon its execution.

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AGREEMENT FOR THE PROVISION OF JANITORIAL SERVICES FOR TOWN BUILDINGS

THIS AGREEMENT FOR THE PROVISION OF JANITORIAL SERVICES FOR TOWN BUILDINGS (AGREEMENT) is made and entered into this _____ day of _____, 2022, by and between the Town of Lake Park, a municipal corporation of the State of Florida, having an address of 535 Park Avenue, Lake Park, Florida, 33403 ("Town") and Image Janitorial Services, Inc, having an address of 1750 N. Florida Mango Rd, Suite 103, West Palm Beach, Florida 33409 ("Contractor").

WITNESSETH THAT:

WHEREAS, the Town is a municipality with such powers and authority as is enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town previously determined a need for janitorial services at the following Town buildings: Town Hall, Palm Beach Sheriff's Office District 10, Public Works Department, Library, Lake Park Harbor Marina restrooms and shower facilities, Lake Shore Park restrooms, Kelsey Park restrooms, 800 Park Avenue, and Evergreen House (the Services); and

WHEREAS, the Town staff solicited janitorial services via Request for Proposal (RFP) No. 109-2022; and

WHEREAS, in its response to the RFP, Image Janitorial Services represented that it is qualified, able, and willing to satisfactorily provide the Services solicited in the RFP; and

WHEREAS, the Contractor's response to the RFP was determined by the Town Manager to be responsive and responsible to all requirements included in the RFP; and

WHEREAS, the Town Manager has recommended to the Town Commission that the Town enter into the Agreement with the Contractor, for the Services.

NOW, THEREFORE, the Town and the Contractor in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. The above stated recitals are true and correct, and are incorporated herein.

2. TERM AND OPTIONS

This term of the Agreement shall begin as of the date of execution and continue for a three-year period. The cost for the Services shall be \$94,862.30 annually, making the total cost for the Services during the Term \$284,586.90.

The Town shall have the option of extending the Agreement for two additional one-year terms at the same pricing, terms, and conditions agreed upon herein. Such extension

shall be in the form of a written amendment to the Agreement which must be executed by both parties.

3. COST OF SERVICES

The Town acknowledges the fluctuating nature of prices. Therefore, on the annual anniversary date of the Agreement, the parties hereto agree that the unit prices may be adjusted upward based on the Consumer Price Indices. The value of the adjustment will be determined by the Town.

4. LAWS AND REGULATIONS

The Contractor shall comply with all laws and regulations applicable to provide the goods or services specified in this solicitation. The Contractor shall comply with all federal, state, and local laws in the performance of this Agreement.

5. LICENSES, PERMITS AND FEES

The Contractor shall hold all licenses and/or certifications necessary to perform the Services, and shall obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the Services to be provided. Damages, penalties, and/or fines incurred by or imposed on the Town or Contractor for failure to obtain and maintain any required licenses, certifications, permits, and/or inspections shall be the responsibility of the Contractor.

6. SUBCONTRACTING

The Contractor shall not subcontract any portion of the work required by this Agreement without the prior written consent of the Town. Subcontracting without the prior consent of the Town shall constitute a material breach of the Agreement and may result in termination of the Agreement.

7. ASSIGNMENT

The Contractor shall not assign or transfer the Agreement, including any rights, title, or interest therein, or its power to perform the Services of this Agreement to any person, company, or corporation without the prior written consent of the Town. Assignment without the prior consent of the Town may result in termination of the Agreement.

8. RESPONSIBILITIES AS EMPLOYER

The employees of the Contractor shall be considered to be at all times its employees, and not an employees or agents of the Town. The Contractor shall provide physically competent employees capable of performing the work and licensed or certified as may be necessary to perform the Services. The Town may require the Contractor to remove any employee the Town deems to be unacceptable. All employees of the Contractor shall wear proper identification at all times while on Town properties.

It is the Contractor's responsibility to ensure that all its employees and any approved subcontractors comply with the employment regulations required by the United States Department of Homeland Security. The Town shall have no responsibility to check or verify the legal immigration status of any employee of the Contractor.

9. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the Town and its elected and appointed officers, employees, and agents from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the Town or its elected or appointed officers, employees, or agents may incur as a result of any claims, fees, demands suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the Agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall be responsible for paying all claims and losses, or fees in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature against the Town, for its negligence, act or omission, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit its responsibility to indemnify, keep and save harmless, and defend the Town or its elected and appointed officers, employees, and agents.

The Contractor shall have and maintain during the term insurance coverage is to be issued by an insurance company authorized, licensed, and registered to do business in the state of Florida, with a minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provides that the Town shall be notified at least 30 days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates of insurance, including if requested by the Town policies or copies of policies by the Town or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the selected Contractor's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the Town.

The selected Contractor must submit a current Certificate of Insurance, naming the Town as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the Town upon expiration.

The selected Contractor shall provide insurance coverage as follows:

- a. **WORKERS' COMPENSATION INSURANCE** in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than (\$100,000 for each accident, not less than \$100,000 for each disease, and not less than \$500,000 aggregate.

- b. GENERAL LIABILITY INSURANCE with each occurrence limits of not less than \$1,000,000.
- c. PROFESSIONAL LIABILITY INSURANCE with limits of not less than \$1,000,000 annual aggregate.
- d. HIRED AND NON-HIRED VEHICLES with limits of not less than \$500,000 per claim.

10. MODIFICATION OF AGREEMENT

The Agreement may only be modified by the mutual consent, as evidenced by a written amendment to the Agreement.

11. TERMINATION FOR CONVENIENCE

The Town, at its sole discretion, reserves the right to terminate this Agreement for convenience and without cause upon providing 60 days advance written notice to the Contractor. Upon receipt of such notice, the Contractor shall not continue to provide the Services unless the Town shall have provided written authorization.

12. TERMINATION BY CONTRACTOR

The Contractor may terminate the Agreement before the expiration of the Term provided it gives 90 days written notice of its intention to do so. In the event of termination by Contractor, the Town may procure the required goods and/or services from any source and use any method deemed in its best interest to provide the Services. All re-procurement costs shall be borne by the Contractor.

13. ACCESS AND AUDIT OF RECORDS

The Town reserves the right to require the Contractor to submit to an audit by an auditor of the Town's choosing at the Contractor's expense of its records, which relate directly or indirectly to this Agreement, at its place of business during regular business hours, or at such other places as mutually agreed to by the Town and Contractor.

The Contractor shall retain all records pertaining to this Agreement, and upon request, make them available to the Town for three (3) years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the Town to ensure compliance with applicable accounting and financial standards.

14. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General (OIG), which is authorized and empowered to review past, present, and proposed Town programs, contracts, transactions, accounts, and records. The OIG has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing

projects and programs. The OIG may, on a random basis, perform audits on all Town contracts.

15. BINDING EFFECT

All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and authorized assigns.

16. SEVERABILITY

If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

17. GOVERNING LAW AND VENUE

The enforcement of this Agreement shall be governed by and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida.

18. ATTORNEY'S FEES

If either party is required to initiate a legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

19. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The Town complies with all laws of prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority and female-owned businesses to participate.

During the performance of this Agreement, Contractor shall not discriminate or permit discrimination in its hiring practices or in its performance of the Agreement. The Contractor shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the state of Florida, Palm Beach County and the federal government.

The Contractor further acknowledges and agrees to provide the Town with all information and documentation that may be requested by the Town from time to time regarding the solicitation, selection, treatment, and payment of approved subcontractors, suppliers, and vendors in connection with this Agreement.

20. MINIMUM WAGE REQUIREMENTS

The Contractor shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this Agreement.

21. 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 service.
- b. Upon the request of the Town's custodian of public records, provided 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 term of this Agreement, and following completion of this Agreement if the Contractor/Vendor does not transfer the records which are part of this Agreement to the Town.
- d. Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor/Vendor; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contractor/Vendor transfers all public records to the Town upon completion of the term of the Agreement, the Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor/Vendor keeps and maintains public records upon completion of the term of the Agreement, the Contractor/Vendor shall meet 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/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR/VENDOR SHOULD CONTACT THE

CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK,
535 Park Avenue, Lake Park, Florida 33403, 561-881-3311,
Townclerk@lakeparkflorida.gov.

IN WITNESS WHEREOF, the parties hereto have made and execute this Agreement as of the day and year last execute below.

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, TOWN Clerk

By: _____
Michael O'Rourke, 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 _____ 2022 by Michael O'Rourke, Chairman of the Town of Lake Park TOWN, and who is personally known to me.

(NOTARY SEAL)

Notary Public, State of Florida

Image Janitorial Services, Inc:

By: Tim B. Wilson

Its: President

Timothy B. Wilson

Printed

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TOWN OF LAKE PARK**REQUEST FOR PROPOSAL (RFP) 109-2022****JANITORIAL SERVICES FOR TOWN BUILDINGS AND PARKS RESTROOMS**

The Town of Lake Park is accepting sealed proposals from qualified proposers who can perform the work described herein.

The Town of Lake Park, is soliciting proposals from experienced and qualified companies to provide janitorial services to the Town.

The Town **will** provide all equipment, supplies, tools, materials, and all other necessary incidentals required to perform the work described in the Request for Proposals' (RFP) Scope of Work and Scope of Services.

The anticipated contract term resulting from this RFP is for a period of three (3) years, renewable annually for up to two (2) additional one (1) year extensions, for a total potential contract term of five (5) years.

Town Locations to be Serviced

1. **Town Hall** - 535 Park Avenue
2. **PBSO District 10 Substation** - 700 6th Street
3. **Public Works Department** - 640 Old Dixie Highway
4. **Library** - 529 Park Avenue
5. **Recreation** - 800 Park Avenue
6. **Evergreen House** - 601A Federal Highway
7. **Lake Park Harbor Marina (Restrooms and Shower Rooms)** - 103 – 105 Lake Shore Drive
8. **Lake Shore Park Restrooms** - 701 Lake Shore Drive
9. **Kelsey Park Restrooms** - 700 Lake Shore Drive

This Request for Proposal (RFP) is being procured via UrbanLeap, an electronic procurement platform. UrbanLeap shall impose a service fee to the lowest, responsive, responsible bidder equivalent to 1% of the contract value awarded. Service Fees will be coordinated between UrbanLeap and the Offeror.

Request for Proposal documents are available beginning September 12, 2022 at 10:00 AM EDT at <https://app.urbanleap.io/form/110793568768891>.

Sealed responses will be accepted digitally via the following Submission Form: <https://app.urbanleap.io/form/110793568768891> until October 13, 2022 at 2:30 PM EDT. Proposals will be publicly opened and read aloud at October 13, 2022 at 2:35 PM EDT in the Town Hall Commission Chambers, 535 Park Avenue, Lake Park, Florida, 33403.

Proposals will not be accepted in any other format other than the specified above. Late proposals will not be accepted.

Information regarding a Pre-Proposal Meeting and Site Visit, if applicable to this solicitation, will be detailed below:

Pre-Bid Meeting: Yes

Date/Time: September 23, 2022 at 10:00 am

Location: Town Hall Commission Chambers

Additional Information: To visit all buildings

Site Visit: Yes - Attendance is Mandatory

Date/Time: September 23, 2022 at 10:00 am

Location: Town Hall Commission Chambers

Additional Information: Mandatory site visit

All Proposers are advised to closely examine the Solicitation package, and to become familiar with the scope of work and services to be performed under this solicitation. Any questions regarding the completeness or substance of the Solicitation package or scope of services must be submitted via this form: https://app.urbanleap.io/questions_form/278913969330542 by September 29, 2022 at 5:00 PM EDT.

Proposers shall demonstrate a satisfactory record of performance for services provided which are similar in the magnitude and scope for the services sought herein and as documented by their Letters of Reference.

The Town of Lake Park reserves the right to accept or reject any or all Proposals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the resultant contract on such coverage and terms it deems will best serve the interests of the Town. All proposed prices shall be guaranteed firm for a minimum of 90 calendar days after submission of the Proposal.

The Town of Lake Park is exempt from Federal and State Taxes for tangible personal property taxes.

All proposers are advised that the Town has not authorized the use of the Town seal by individuals or entities responding to Town invitations to bid or requests for proposals, and that any such use by unauthorized persons or entities constitutes a second-degree misdemeanor pursuant to Section 165.043, Florida Statutes. All proposers are further advised that the Town



**Mandatory
Pre-Proposal Meeting Minutes**

Town of Lake Park, Florida
Request for Proposal 109-2022
Janitorial Services for Town
Buildings and Parks Restrooms

Friday, September 23, 2022, 10:00 A.M.

Commission Chamber, Town Hall, 535 Park Avenue

The pre-proposal meeting was conducted on Friday, September 23, 2022 at 10:00 A.M. Present were Operations Manager Dwayne Bell, General Infrastructure Forman Howard Butts, and Town Clerk Vivian Mendez.

Operations Manager Bell introduced himself and General Infrastructure Forman Butts and welcomed everyone to the meeting. He explained that Mr. Butts would escort everyone to the all of the facilities that were part of the Request for Proposal. He explained that there were nine (9) locations. An Addendum has been issued updating the address of one of the facilities.

The general scope of work was to provide experienced and qualified companies to provide janitorial services to the Town. The Town will provide all equipment, supplies, tools, materials, and all other necessary incidentals required to perform the work described in the Request for Proposal Scope of Work of Services.

The anticipated contract term was for a period of three (3) years, renewable annually for up to two (2) additional one (1) year extensions, for a total potential contract term of five (5) years.

He thanked everyone for coming and Mr. Butts began to escort everyone through the facilities.

ADJOURNMENT:

The mandatory pre-proposal meeting adjourned at 10:04 A.M.

Town Clerk Vivian Mendez



Project # 109-2022

PROJECT: Janitorial Services for Town Buildings and Parks Restrooms

DATE/TIME:

October 13, 2022 2:30 P.M.

Pre-Construction Meeting

	CONTACT NAME & COMPANY	ADDRESS	PHONE	FAX	EMAIL ADDRESS
11	Image Companies Paul Saavedra	1780 N. Florida Mango Rd	561 255 99 15	561 844 8 986	psaavedra@imagecompanies.com
12	JUAN JARAMILLO BOY B&J	3260 NW 23 AVE STE 100E POMPANO BEACH FL 33069	954 600 4419		JUAN.JARAMILLO@boy.com
13	Crystal Building Maintenance RON WICKS	P.O. Box 18023 WPB 33416 5800 S. SABLE CIR.	561-684-5652	561-790-6545	crystalbldmaint@ciol.com
14	P.C.S PROFESSIONAL CLEANING SERV. TAMMY GRAHAM	58 MAGATLE 20 SW 27th Ave Suite 100	954 561 297-51 42 954 650 6928		info@NATCHLEANSERVICE.com tgraham@anagosfl.com
15	Estrellita Inc. dba Anago of South Florida	Pompano Beach, FL 33069		954 580 0686	
16	Stephannie Cetoute Amer-Plus Janitorial & maintenance	1265 NE 203rd St miami FL 33179	(305) 725-2385		scetoute@amerpluscleaning.com
17					
18					
19					
20					

TOWN OF LAKE PARK**REQUEST FOR PROPOSAL (RFP) 109-2022****JANITORIAL SERVICES FOR TOWN BUILDINGS AND PARKS RESTROOMS**

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The Town of Lake Park, is soliciting proposals from experienced and qualified companies to provide janitorial services to the Town.

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Town Locations to be Serviced

1. **Town Hall** - 535 Park Avenue
2. **PBSO District 10 Substation** - 700 6th Street
3. **Public Works Department** - 640 Old Dixie Highway
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5. **Recreation** - 800 Park Avenue
6. **Evergreen House** - 601A Federal Highway
7. **Lake Park Harbor Marina (Restrooms and Shower Rooms)** - 103 – 105 Lake Shore Drive
8. **Lake Shore Park Restrooms** - 701 Lake Shore Drive
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Location: Town Hall Commission Chambers

Additional Information: To visit all buildings

Site Visit: Yes - Attendance is Mandatory

Date/Time: September 23, 2022 at 10:00 am

Location: Town Hall Commission Chambers

Additional Information: Mandatory site visit

All Proposers are advised to closely examine the Solicitation package, and to become familiar with the scope of work and services to be performed under this solicitation. Any questions regarding the completeness or substance of the Solicitation package or scope of services must be submitted via this form: https://app.urbanleap.io/questions_form/278913969330542 by September 29, 2022 at 5:00 PM EDT.

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September 14, 2022



Addendum No. 1: RFP 109-2022

JANITORIAL SERVICES FOR TOWN BUILDINGS AND PARKS RESTROOMS

Each recipient of Addendum No. 1 to the RFP who responds to the RFP acknowledges all of the provisions set forth in the RFP and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and become part of the contract documents.

1. CLARIFICATIONS/ADDITIONAL INFORMATION

- a. This Addendum provides the approximate square footage of the service locations included in the Request for Proposal (RFP).
- b. Additionally, this Addendum corrects the address for service location No. 9, Kelsey Park Restrooms, in the RFP. *The correct address is 601 Federal Hwy.*

LOCATION NO.	LOCATION NAME	ADDRESS	APPROX. SQ. FT.
1	Town Hall	535 Park Avenue	15,372
2	PBSO District 10	700 6th Street	5,350
3	Public Works	640 - 650 Old Dixie Hwy	4,200
4	Library	529 Park Avenue	9,685
5	Recreation	800 Park Avenue	2,200
6	Evergreen House	601A Federal Hwy	1,396
7	Lake Harbor Marina Restrooms and Showers	103 -105 Lake Shore Drive	800
8	Lake Shore Park Restrooms	701 Lake Shore Drive	500
9	Kelsey Park Restrooms	601 Federal Hwy	900

DocuSigned by:

Dwayne Bell

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Minutes
Town of Lake Park, Florida
Request for Proposal 109-2022 Opening
Janitorial Services for Town Building
and Parks Restrooms

Thursday, October 13, 2022 2:30 P.M.
Commission Chamber, Town Hall, 535 Park Avenue

The Request for Proposal opening was conducted on Thursday, October 13, 2022 at 2:30 P.M. Present were Operations Manager Dwayne Bell and Town Clerk Vivian Mendez.

Operations Manager Bell called the meeting to order announced that six (6) submittals were received.

1) Amer-Plus Janitorial & Maintenance LLC., 1265 NE 203rd Street, Miami, FL 33179. The total for a three-year contract is \$419,508.94.

2) A Rostant and Sons Janitorial Services, P.O. Box 8387, West Palm Beach, FL 33407. They did not submit a proposal. They provided an invoice for \$1,350.

3) Crystal Building Maintenance, 3200 Summit Blvd, West Palm Beach, FL 33416. The total for a three-year contract is \$369,390.

4) Estrellita, Inc., d/b/a Anago of South Florida, 20 SW 27th Avenue., Suite 100, Pompano Beach, FL 33069. The total for a three-year contract is \$451,692.

5) Image Janitorial Services Inc., A50 N. Florida Mango Road, Suite 103., West Palm Beach, FL 33409. The total for a three-year contract is \$284,586.90.

6) PCS Professional Cleaning Services Corp., 5800 S. Sable Circle, Margate, FL 33063. The total for a three-year contract is \$ 386,942.76.

ADJOURNMENT:

The meeting adjourned at 2:46 P.M.

Town Clerk Vivian Mendez



Report Date: 10/18/2022

Bid Open Date: Proposals opened by Vivian Mendez on 10/13/22 at 6:36pm Eastern

Stage: Round 2

Image Janitorial Services, Inc



Image Companies

<http://imagecompanies.com>

Headquarters

West Palm Beach, Florida

Number of employees

1 - 10

Estimated annual revenue

\$1M-\$10M



[linkedin.com/company/image-companies](https://www.linkedin.com/company/image-companies)



twitter.com/ImageTracking

Solution Response

NAICS Code

561,720

Submitter



Timothy Wilson



twilson@imagecompanies.com



+1 561 844 8778

Submitted: 10/12/2022

Profile. Include a statement about the organization, as well as any subcontracted organizations, indicating number of years, types of relevant experience, and history of working with municipal governments within and outside the state.

Image Janitorial Services was started, as were many other businesses, because there was a lack of quality service providers in Palm Beach County. We began as a small family owned and operated business in 1987 and have grown to the multi-faceted full-service company we are today.

Over the years we have established and refined our business model, taking as our guide the dictionary definition of the Cosmos: "A self-inclusive system characterized by order and harmony amid complexity and detail".

We constantly re-fine and improve our systems and service by patient observation, rapid response to customer needs, and by remaining open to customer and employee recommendations.

Our goal of complete customer satisfaction has led us to increase our services to meet the ever-expanding needs of our customers.

Floor Refinishing - Carpet Maintenance - Porter Services Water Damage Restoration - Window Washing

Paper Products & Supplies

Image Janitorial responded with certification through:

BSCAI - Building Service Contractors Association International

IICRC - Institute of Inspection Cleaning & Restoration

Certification

USGBC - U.S. Green Building Council

These certifications gave us the knowledge and the tools to respond to our customers' requests with the level of service they have come to expect from our company.

Recently, our customers wanted to streamline office products and common area supplies. Image Companies responded by aggressively pricing your supply needs with next day delivery.

Over the years we have gone from a small family owned business to a full-service corporation offering a wide range of products and services to meet

customer needs. But one thing remains the same, our commitment to the original idea:

Service: Quality Dependable Services.

Why Image Janitorial Services

- Fervently Customer Driven.
- Your property management partner.
- Ready to serve you instantaneously 24/7.

- Utterly devoted to quality.
- Leaders in promoting indoor air quality and disinfection services.
- Locally owned and managed.
- A strongly people-oriented company.

Special Projects

- Carpet Care: State of the art equipment and knowledgeable technicians can get your carpets clean, even high traffic areas. We can also Scotch guard your upholstery and carpets to help keep them clean.
- Floor Refinishing: Linoleum, Vinyl, Marble, and Terrazzo floors can look their very best with a maintenance program the Image Companies. Providing a clean polished look that protects too.
- Water Damage Restoration: Rapid state of the art de-flooder, high velocity air movers, ozone machines, commercial grade dehumidifiers. We are an IICRC - Certified flood restoration firm, which means we are qualified to return your building or office to its pre-loss condition.
- Paper Products & Janitorial Supplies: With over 7,000 items in stock it's easy one stop shopping for office, hotel, restaurant and janitorial supplies. We offer fast friendly service with competitive prices to meet your individual needs.
- Consulting: With our 20 years of combined experience we can set up in in-house cleaning program for your facility. We can help with technical training of your staff, establish proper labor schedules, increase productivity & help control costs.

Customer Communications

Voice Mail: Your account representatives have dedicated extensions for 24 hour emergency access. Leave a message & a page is sent notifying receipt of your important call.

E-Mail: We are always accessible by e-mail. Your concerns can be handled directly & personally by sending e-mail to your representative.

Website: More information is available on-line. Please visit us on the web at www.imagecompanies.com.

Emergencies: We have satellite phones for key management, so we can respond quickly to your dire needs.

Image Janitorial Services – Staffing

We're your partner in building management. We'll work with you to make sure your building is clean and orderly. Our people are well trained, trust- worthy, and our management is well organized. We'll do the job right, on time, and on budget. We interview and thoroughly screen candidates for ability, character and temperament. We consider only those candidates with proper work credentials based on satisfactory work history of previous and present employers as well as qualifications. We verify all employees through local and statewide background checks via the Florida Department of Law Enforcement, The Division of Motor Vehicles, The Florida Division of Workers Compensation and The Department of Homeland Security and its E- Verification System. We are knowledgeable in matters affecting the hiring of personnel, including naturalization and immigration laws.

We staff a new building from four sources:

- Existing employees working at the building ONLY if they meet the strict standards of Image Janitorial Services, Inc.
- We find this approach minimizes the learning period. The current contractor's employees, whom we may hire after screening, interviewing, testing and evaluating

their performance, will be trained in our techniques and procedures through a required- on site classroom training class.

- Current Image, Janitorial employees at other locations. We know they do a great job already and have the track record to prove it; and
- Most importantly, we often hire based on referrals by Image Janitorial employees.

Training & Continued Education

All new employees receive in depth training to ensure that the high standards expected by Image Janitorial Services, Inc and its clients are maintained.

Image Janitorial Employee Training Program:

Outlines employee training and ensures no steps are omitted thru classroom training, video training, practical applications, chapter quizzes and a final exam. A mini boot camp for all employees.

Classroom Training:

1. Cleaning methods and specifications.
2. Types of and operation of equipment.
3. Chemicals and their safe use including Material Safety Data Sheets (MSDS), Blood Borne Pathogen Programs.
4. Customer relations.
5. Security Procedures

Testing:

After all employees have successfully completed the Classroom training which includes a comprehensive final exam, all employees are then assigned to a jobsite for their continued education.

On-site training: Training Continues...

1. New employees are assigned an area, group or task always with an on-site supervisor.
2. The supervisor on site works with and instructs new employees to meet customer specifications.
3. Inspection and oversight is vital to quality training.

Image Janitorial Policy: All employees are issued a handbook and agree to these tried and true policies which are in place.

Approach. State your understanding of the work to be performed and describe your approach to satisfy the Scope of Work & Requirements. You may include implementation strategies or techniques that you intend to employ in carrying out the work.

Proposed Work Plan and Project Management Strategy

Management of Town of Lake Park begins with the Right hire. Image Companies has an intensive hiring process that begins at the Application process. The application is entered into the Image Applicant Insight Program. This software program unique and proprietary to Image Companies allows us to review each applicant for 15 different factors that we have determined are crucial to a good hire, a long-time employee and ultimately a satisfied client.

The Image Applicant Insight program will allow us to examine and review each applicant experience in the janitorial field, language and writing abilities, work load and time availability, location and traveling ability as well as many other factors. This information which is reviewed for each potential applicant and job opening is invaluable in assisting in making the right hire. Once hired all Image employees have a background check both locally and statewide. And all Image Employees are processed through the Federal Department of Homeland Security. Once each employee has passed our background check and it is verified that the employee is legally authorized to work in the United States through the Department of Homeland Security, a well-informed hire is made.

Once the employee is hired and before any Image employee is placed on any jobsite; Each Image employee must attend Image Academy. Image Academy is classroom training where all employees are trained in the Image way of providing daily services to all Image clients. All Image employees must attend these classes at the beginning of their employment and throughout their tenure with Image. Regularly scheduled classes are mandatory for all Image employees. Topics of Discussion are a) Basic Janitorial Services b) Restroom Care c) Office Cleaning d) Green Cleaning e) Chemical Handling and Usage f) Floor and Carpet Services g) Communications h) Safety, Ladder Safety, Chemical Safety and Blood Born Pathogen Protocol.

Prior to being assigned a permanent jobsite each Image employee must take and pass a 90-question final exam. This examination allows us to review each employee's retention of the material and to determine what may need to be reviewed and also what specific job functions or role each employee may be best suited for. Each employee has been screened and proper trained they are then placed on the jobsite where Image Team Management Software assists all Image employees from Administration to the front-line janitorial staff member to provide the best possible services for each and every Image Client.

The daily cleaning and staffing of the Town of Lake Park will be performed by permanent assigned staff to a designated area. Image Companies Supervisor and Manager will verify that every employee has proper knowledge of the assigned area to be cleaned and under no circumstance employees are authorized to clean other area without prior authorization from Supervisor and Manager. In the event of staff being absent, the On Call staff will be placed in position to cover those specific areas until the assigned permanent employee returns to his/her daily duties.

Additional Quality Control Inspector* Each Image Account is randomly selected for inspection. The Town of Lake Park will have a minimum of 2 days per week of unannounced Quality Control Inspection. All inspections are submitted directly to the Image office for review and processing. All necessary corrections and score reviews are

shared within 24 hours of inspection with the Area Manager and Supervisor to be shared with Image staff for feedback, correction and training.

In addition, Image will staff and train 5 additional staff members for staff coverage due to illness; emergency and or requested days off. With the additional staff Image will be able to meet the not only the staffing requirements but also have staff available for specialty work and or Supervisory requests for additional staff to maintain the Town of Lake Park as necessary.

Quality Control and Correction

The Town of Lake Park staff will be scored for quality daily by the Supervisor and Lead assigned to oversee the daily cleaning. This will ensure quality and consistency. However, Image believes that additional oversight is necessary for the success of Image at the Town of Lake Park. Image will supply the Town of Lake Park with unannounced Quality Control Inspections. All inspections are submitted directly to the Image office for review and processing. All necessary corrections and score reviews are shared within 24 hours of inspection with the Area Manager and Supervisor to be shared with Image staff for feedback, correction and training. *(Note-Quality Control Inspector is not part of the minimum requirements for Town of Lake Park, this is customary on all Image jobsites and believe this additional step allows Image to provide better services for our clients. Image client retention is 7x the industry average. Industry average is 18 months for Client retention. Image client retention is 7 years) *

The following staff would be directly assigned to the Town of Lake Park

Tim Wilson- 35 Years of Industry Experience, 35 with Image Companies

Member of BSCAI (Building Service Contractors of America

IICRC (Institute of Inspection, Cleaning and Restoration) - Quality Control, Commercial Janitorial Service

20 Years Industry Experience with Green Cleaning

Paul Saavedra- 27 Years of Industry Experience, 26 with Image Companies

Member of BSCAI (Building Service Contractors of America

IICRC (Institute of Inspection, Cleaning and Restoration) - Quality Control, Commercial Janitorial Service

15 Years Industry Experience with Green Cleaning

Bilingual (English & Spanish)

Miguel Gutierrez – 5 Years of Industry Experience, 2 with Image

Quality Control, Commercial Cleaning

Janitorial Service

Bilingual (English & Spanish)

The following Image staff will be working closely with The Town of Lake Park

- Yaneisy Valdes – Human Resources & Payroll
- Yaneisy Valdes – Accounting
- Ray Valentin – Warehouse, Inventory & Equipment
- Alejandro Espinosa – Quality Control Supervisor

What sets your solution apart from competitors?

Communications and Responsiveness

Image Janitorial believes that a successful company is one that responds promptly and efficiently. All service requests, including special service requests, are logged into our specialized ticketing system which then directs on site prompt action. We encourage two-way communication and we have the personnel and systems to facilitate this, so please feel free to email us at service@imagecompanies.com benefits to you are improved communications between you and/or your tenants and Image Janitorial Services, which can increase customer satisfaction.

TeleTeam: A powerful, state of the art, integrated telephone time and attendance system assist your organization and ours to increase operational efficiency by reducing costs and improving communications between our supervisors and employees. TeleTeam is a fully integrated automated telephone timekeeping system that verifies employee presence at job sites.

Caller ID: The system uses Caller ID to identify the location from which the call is made. In the unlikely event a call is made from a number that does not match a valid job site, it flags the call and notifies the supervisor immediately.

Communication: The system provides a link from workers to supervisors with a voice messaging system ensuring your needs are promptly met.

Paging: Our unique paging capabilities ensure fast and efficient communications between staff and supervisors ensuring problems are efficiently identified and solved.

Customer Communications

Voice Mail: Your account representatives have dedicated extensions for 24 hour emergency access. Leave a message & a page is sent notifying receipt of your important call.

E-Mail: We are always accessible by e-mail. Your concerns can be handled directly & personally by sending e-mail to your representative.

Emergencies: We have satellite phones for key management, so we can respond quickly to your dire needs.

Image Janitorial Services – Staffing

We're your partner in building management. We'll work with you to make sure your building is clean and orderly. Our people are well trained, trust- worthy, and our management is well organized. We'll do the job right, on time, and on budget.

We interview and thoroughly screen candidates for ability, character and temperament. We consider only those candidates with proper work credentials based on satisfactory work history of previous and present employers as well as qualifications. We verify all employees through local and statewide background checks via the Florida Department of Law Enforcement, The Division of Motor Vehicles, The Florida Division of Workers Compensation and The Department of Homeland Security and its E- Verification System.

Communications and Responsiveness

Image Janitorial believes that a successful company is one that responds promptly and efficiently. All service requests, including special service requests, are logged into our specialized ticketing system which then directs on site prompt action. We encourage two-way communication and we have the personnel and systems to facilitate this, so please feel free to email us at service@imagecompanies.com benefits to you are improved communications between you and/or your tenants and Image Janitorial Services which can increase customer satisfaction.

To what extent can you meet the outlined requirements?

Entirely

If any requirements cannot be met, please indicate which ones and why?

N/A

Please check all that apply

- Less than 250 employees

If an addendum has been issued, it shall be made available on this form upon refresh. By checking the box here, I acknowledge my responsibility to check this form for addenda prior to responding to the solicitation.

- I acknowledge.

By checking the box below, you and the company or other legal entity you represent confirm that you have read, understood, and agree to UrbanLeap's Terms of Service. In addition, if you enter into a contract with the Town of Lake Park, Florida, you will (i) promptly notify UrbanLeap in writing of such contract; (ii) promptly provide UrbanLeap with a copy of the executed version of such contract; and (iii) pay UrbanLeap (due upon receipt of its invoice, except where prohibited by law) a Service Fee (as defined in the Terms of Service) equivalent to one (1%) percent of any amounts actually paid by the City to the Vendor pursuant to the contract awarded to Vendor hereunder. For the removal of any doubt, UrbanLeap's Service Fee shall apply to all types of municipal arrangements with vendors, including, but not limited to, fixed-price contracts, on-call consultancy and advisory agreements, milestone-triggered payments and so forth, provided in all events that the Vendor has actually received payments from the City. UrbanLeap shall endeavor to issue invoices for its Service Fee concurrently with the City's payment practices, but in no event less than once annually.

- I have read, understand, and agree to UrbanLeap's Terms of Service.

Your Name

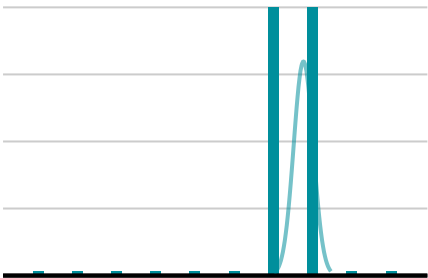
Timothy Brooke Wilson

Today's Date

10/12/2022

 219667675273388required_forms_completed_pdf

Average Evaluation Scores



Average Score

94 / 120

Total Completed Evaluations

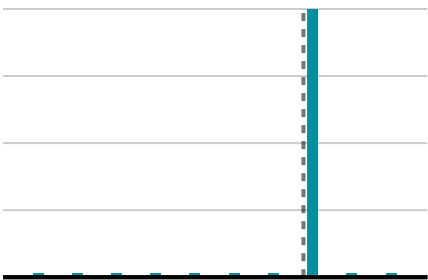
4

Overall Consistency of Evaluations

Highly Consistent (evaluators were very aligned)

Breakdown by Category

- Category:
- PRICE PROPOSAL AND PROPOSAL REQUIREMENTS
- Cost Effectiveness
 - Evaluation based on total annual cost of all locations



Relative Score

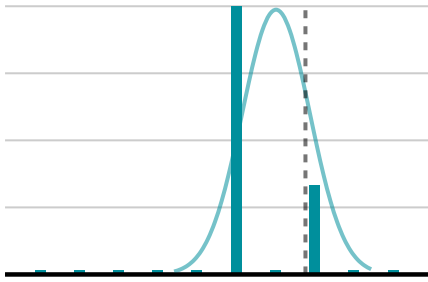
Highest scored category (8% above average)

Consistency of Evaluations

Highly Consistent (evaluators were very aligned)

Category: . TECHNICAL APPROACH

- Understanding of the scope of services and scope of work
- Technical soundness of proposal
- Quality and thoroughness of the submitted proposal



Relative Score

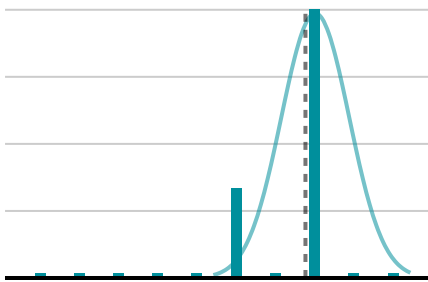
Lowest scored category (8% below average)

Consistency of Evaluations

Highly Consistent (evaluators were very aligned)

Category: EXPERIENCE AND QUALIFICATIONS OF COMPANY

- Ability to comply with the full scope of work
- Number of years company has been in business
- References
- Experience conducting similar work
- Governmental experience



Relative Score

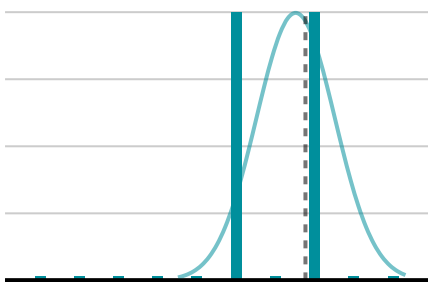
3% above average

Consistency of Evaluations

Highly Consistent (evaluators were very aligned)

Category: INNOVATIVE/CREATIVE APPROACH

- Measures taken to provide additional efficiencies or increased performance capabilities



Relative Score

3% below average

Consistency of Evaluations

Highly Consistent (evaluators were very aligned)

Individual Evaluation Scores and Comments

Jeffrey Duvall <jduvall@lakeparkflorida.gov>

All of the previous government contracts ended. Did not win rebid?

John M Wille <jwille@lakeparkflorida.gov>

Item 6.

Dwayne Bell, Sr. <dbell@lakeparkflorida.gov>

96

Roberto Travieso <rtravieso@lakeparkflorida.gov>

98

Annual total cost is 21.75% lower than the average of the three (3) evaluated proposals. Contractor also provides robust internal training program to staff, high levels of responsiveness and customer service, including after hours, strong credentials and municipal/commercial experience and references.



Report Date: 10/18/2022

Bid Open Date: Proposals opened by Vivian Mendez on 10/13/22 at 6:36pm Eastern

Stage: Round 2

P.C.S. Professional Cleaning Services Corp.



pcscleanup.com


<http://pcscleanup.com>


Solution Response


NAICS Code

561,720

Submitter

 Ron Wicks

 ron@neatcleaningserviceusa.com

 +1 954 297 5142

Submitted: 10/10/2022

Profile. Include a statement about the organization, as well as any subcontracted organizations, indicating number of years, types of relevant experience, and history of working with municipal governments within and outside the state.

Dear Committee,

Please accept this letter as a Statement of Qualifications in furtherance of P.C.S.'s submission of its bid proposal with regard to the above reference RFP No. 109-2022.

P.C.S. is a family owned and operated professional janitorial service company operating in the South Florida/Tri-County area. For the past nine years we have had the pleasure of servicing our clients who represent a broad spectrum of business and properties. Our clients include condominiums associations, commercial office buildings, and industrial and construction sites. Our company has been in business for 10 years.

In addition to employing highly qualified and responsible personnel, P.C.S. utilizes the highest quality janitorial supplies, equipment, and environmental or "Green" safe products. We pride ourselves on providing professional, consistent, and responsible janitorial services to all our clients.

Should you require any additional information in support of our bid proposal, please contact our office. On behalf of P.C.S. and its staff, thank you and the Broward County Housing Authority for giving us this opportunity to offer our services.

Sincerely,

Madid Pedraza

P.C.S. Professional Cleaning Services Corp.

5800 S. Sable Circle

Margate, FL 33063

Approach. State your understanding of the work to be performed and describe your approach to satisfy the Scope of Work & Requirements. You may include implementation strategies or techniques that you intend to employ in carrying out the work.

Approach to perform work and Management Strategy

Management of The Town of Lake Park begins with the right hire. PCS has an intensive hiring process that begins at the Application process. The application is entered into the PCS Applicant Insight Program. This software program unique and proprietary to PCS allows us to review each applicant for 15 different factors that we have determined are crucial to a good hire, a long-time employee and ultimately a satisfied client. Each applicant experience in the janitorial field, language and writing abilities, work load and time availability, location and traveling ability as well as many other factors. This information which is reviewed for each potential applicant and job opening is invaluable in assisting in making the right hire.

Once hired all PCS employees have a background check both locally and statewide and all PCS Employees are processed through the Federal Department of Homeland Security. Once each employee has passed our background check and it is verified that the employee is legally authorized to work in the United States through the Department of Homeland Security, a well-informed hire is made. Once the employee is hired and before any PCS employee is placed on any jobsite; Each PCS employee must attend PCS Training. PCS Training is classroom training where all employees are trained in the PCS way of providing daily services to all PCS clients.

All PCS employees must attend these classes at the beginning of their employment and throughout their tenure with PCS. Regularly scheduled classes are mandatory for all PCS employees.

Topics of Discussion are:

- a) Basic Janitorial Services
- b) Restroom Care
- c) Office Cleaning
- d) Green Cleaning
- e) Chemical Handling and Usage
- f) Floor and Carpet Services
- g) Communications
- h) Safety, Ladder Safety, Chemical Safety and Blood Born Pathogen Protocol.

Prior to being assigned a permanent jobsite each PCS employee must take and pass final exam. This examination allows us to review each employee's retention of the material and to determine what may need to be reviewed and also what specific job functions or role each employee may be best suited for. Each employee has been screened and proper trained they are then placed on the jobsite where PCS Team Management Software assists all PCS employees from Administration to the front-line janitorial staff member to provide the best possible services for each and every PCS Client. 1-Time & Attendance is a valuable tool which will allow PCS to provide regular and real-time reports to the Janitorial Services as required by The Town of Lake Park.

In recent years, businesses have been faced with stiff regulations in regard to accurate timekeeping records to document hours worked. Our automated time and attendance solution is a vital to fully document PCS compliance with the requirements of the Janitorial Services as well as Department of Labor standards. PCS Time & Attendance

is a versatile, robust, time and attendance suite that meets the diverse needs of our Clients. It can completely automate timekeeping processes, saving valuable time and providing necessary information easily.

Work Scheduling

After winning new business, how do we ensure that the schedule you committed to in the contract is executed? How do you track one-time tasks and project work? The Work Scheduling program provides a solution for all of these challenges.

- After being awarded new business, information about the new customer flows directly from our Bid Module into the Work Scheduling program for minimal data entry. This information would be updated and verified at the Kick off Meeting if not sooner.
- Tracks periodic and project work for each job to ensure that no task ever gets missed. As tasks and contract responsibilities become due a work ticket and report are generated for each task due. Each work ticket and report are distributed to the PCS employee and supervisor responsible for the completion of the work.
- Work descriptions can be modified and customized. These work descriptions will also print directly on work tickets for Client and employees to review.
- Events can be entered as one time or recurring tasks. Many recurring frequencies are available, including daily, weekly, bi-weekly monthly, quarterly, semi-annually and certain days of the week.
- Billable and non-billable items are tracked.
- After the task is scheduled, the system will remember based on the frequency specified. Work tickets will be generated for employees to complete. If the task is billable, after the work ticket is marked as "Complete," the billing details are available in the Accounts Receivable invoicing module for immediate billing.

This program also contains an interactive calendar for all scheduled work. The calendar has multiple views, including a daily, weekly and monthly view. In addition, multiple filters exist so that you may focus on a particular customer, service location, crew or type of task, to allow for accurate forecasting and planning to manage specific duties easily.

From Account Manager, down to the Supervisor level users can:

- View employee contact information
- Review & approve timekeeping information for payroll
- View & print management reports
- View scheduled work at job sites
- Request additional work on behalf of customers
- Approve requested work from customers
- Complete Work Orders

What sets your solution apart from competitors?

The Account Manager will immediately create a Work Ticket in our Software to document the request or complaint from client. This Work Ticket is delivered via email and in person to the Supervisor. Every ticket is expected to be resolved every night and a follow up call or visit to the property is expected the next morning by the Account Manager / Supervisor. Work Tickets are also sent to the Onsite Supervisors at the jobsite for its completion and every Ticket has to be returned every night to headquarters office with a signature of responsibility form the Supervisor acknowledging completion of the job

To what extent can you meet the outlined requirements?

Entirely

If any requirements cannot be met, please indicate which ones and why?

N/A

Please check all that apply

- Less than 250 employees
- Woman-owned

If an addendum has been issued, it shall be made available on this form upon refresh. By checking the box here, I acknowledge my responsibility to check this form for addenda prior to responding to the solicitation.

- I acknowledge.

By checking the box below, you and the company or other legal entity you represent confirm that you have read, understood, and agree to UrbanLeap's Terms of Service. In addition, if you enter into a contract with the Town of Lake Park, Florida, you will (i) promptly notify UrbanLeap in writing of such contract; (ii) promptly provide UrbanLeap with a copy of the executed version of such contract; and (iii) pay UrbanLeap (due upon receipt of its invoice, except where prohibited by law) a Service Fee (as defined in the Terms of Service) equivalent to one (1%) percent of any amounts actually paid by the City to the Vendor pursuant to the contract awarded to Vendor hereunder. For the removal of any doubt, UrbanLeap's Service Fee shall apply to all types of municipal arrangements with vendors, including, but not limited to, fixed-price contracts, on-call consultancy and advisory agreements, milestone-triggered payments and so forth, provided in all events that the Vendor has actually received payments from the City. UrbanLeap shall endeavor to issue invoices for its Service Fee concurrently with the City's payment practices, but in no event less than once annually.

- I have read, understand, and agree to UrbanLeap's Terms of Service.

Your Name

Ron Wicks

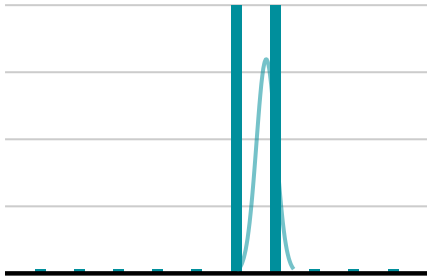
Today's Date

10/10/2022

All attachments

 74931906720302town_of_lake_park_rfp_109_2022_pcs_zip

Average Evaluation Scores



Average Score

84 / 120

Total Completed Evaluations

4

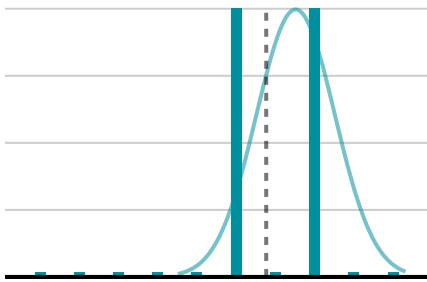
Overall Consistency of Evaluations

Highly Consistent (evaluators were very aligned)

Breakdown by Category

Category: INNOVATIVE/CREATIVE APPROACH

- Measures taken to provide additional efficiencies or increased performance capabilities



Relative Score

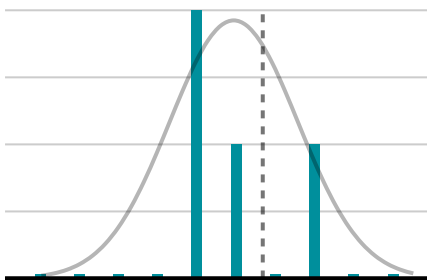
Highest scored category (9% above average)

Consistency of Evaluations

Highly Consistent (evaluators were very aligned)

Category: EXPERIENCE AND QUALIFICATIONS OF COMPANY

- Ability to comply with the full scope of work
- Number of years company has been in business
- References
- Experience conducting similar work
- Governmental experience



Relative Score

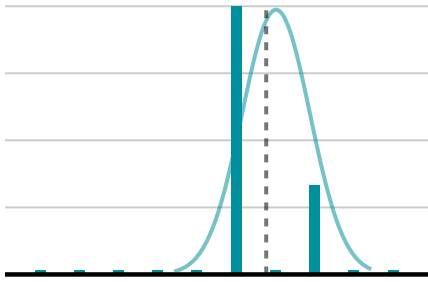
Lowest scored category (9% below average)

Consistency of Evaluations

Consistent (evaluators were mostly aligned)

Category: . TECHNICAL APPROACH

- Understanding of the scope of services and scope of work
- Technical soundness of proposal
- Quality and thoroughness of the submitted proposal



Relative Score

3% above average

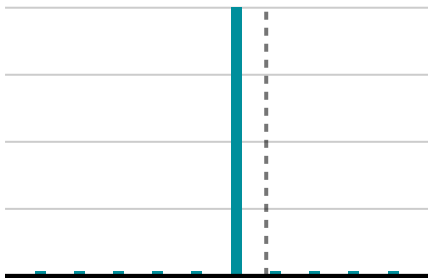
Consistency of Evaluations

Highly Consistent (evaluators were very aligned)

Category:

PRICE PROPOSAL AND PROPOSAL REQUIREMENTS

- Cost Effectiveness
- Evaluation based on total annual cost of all locations



Relative Score

3% below average

Consistency of Evaluations

Highly Consistent (evaluators were very aligned)

Individual Evaluation Scores and Comments

Jeffrey Duvall <jduvall@lakeparkflorida.gov>

88

John M Wille <jwille@lakeparkflorida.gov>

74

Dwayne Bell, Sr. <dbell@lakeparkflorida.gov>

78

Roberto Travieso <rtravieso@lakeparkflorida.gov>

80

Current service provider for the Town. Annual cost 6.4% higher than average. Provides in-house training to new staff and addresses trouble tickets on a timely manner. In business for 10 years with majority of staff having approx.. 9 years experience. Does not possess extensive experience with municipalities.



Report Date: 10/18/2022

Bid Open Date: Proposals opened by Vivian Mendez on 10/13/22 at 6:36pm Eastern

Stage: Round 2

Amer-Plus Janitorial & Maintenance LLC



Amer Plus Cleaning - Janitorial Cleaning Services

<http://amerpluscleaning.com>

Founded data

1998

Headquarters

Miami, Florida

Number of employees

11 - 50

Estimated annual revenue

\$1M-\$10M



[linkedin.com/company/amerpluscleaning](https://www.linkedin.com/company/amerpluscleaning)

Solution Response

NAICS Code

561,720

Submitter



Stephannie Cetoute



scetoute@amerpluscleaning.com



+1 305 725 2385

Submitted: 10/12/2022

Profile. Include a statement about the organization, as well as any subcontracted organizations, indicating number of years, types of relevant experience, and history of working with municipal governments within and outside the state.

Amer-Plus Janitorial & Maintenance LLC is a seasoned, minority-owned, and small business with a good track record that services the South Florida community and will be responsible for all work of the proposed contract.

Amer-Plus's professional cleaning services include:

- Commercial Cleaning
- Green Cleaning Solutions
- Routine Cleaning
- Carpet & Floor Cleaning
- Stripping & Waxing
- One-time Cleaning
- Pump-Up/Bottles Disinfectant Spraying
- Porter Services

We believe that we have a duty towards our citizens to provide an environment that is clean and safe. That is why for over 20 years Amer-Plus Janitorial & Maintenance LLC has been in the business of providing quality commercial cleaning services. We understand that our customers want to have a pleasurable work environment, a sense of security and peace of mind while providing their guests with the best and safest experience. That is why we approach each job with excellence and a deep understanding of what is expected of us.

LEADERSHIP

Below is a brief business background and experience summary of each of Amer-Plus's key management personnel:

1- Stephannie Cetoute, Managing Director

Stephannie Cetoute has over a decade of experience working in business finance and economics including several years in economic development, where she worked to retain, attract and develop businesses in the South Florida community. Ms. Cetoute has been involved with Amer-Plus Janitorial & Maintenance at various levels since its inception in 1998 and has officially stepped into the role of Managing Director in 2018. She is also the founder of the Amer-Plus Foundation, which on a broader scale, is aligned with Amer-Plus Janitorial & Maintenance mission to promote healthy living through healthy spaces.

Phone: (305) 725-238

Email: scetoute@amerpluscleaning.com

2- Lumodeste Cetoute, Director of Operations

Lumodeste "Lee" Cetoute founded Amer-Plus Janitorial & Maintenance in 1998, after working for nearly two decades as an environmental cleaning technician in the healthcare industry for several major hospitals in the South Florida Community. Lee has over forty (40) years of cleaning industry experience and currently serves as the Director of Operations for Amer-Plus Janitorial & Maintenance. He is an active church leader and provides service to the community through nursing home visits and feeding the homeless.

GOVERNMENTAL EXPERIENCE WITHIN THE LAST FIVE (5) YEARS

Amer-Plus Janitorial & Maintenance LLC has over twenty (20) years of experience in the janitorial industry under its current organizational structure, providing services similar to those specified herein. We have experience serving a variety of industries ranging from government office buildings to hotels and restaurants. While our venues may be different, our goal remains the same; provide quality cleaning service to our customers.

Amer-Plus Janitorial & Maintenance LLC has the full capability to successfully provide the janitorial services required for the Town of Lake Park. We have sufficient financial support, equipment and organization.

Our Managing Director and Director of Operations have a combined total of over fifty (30) years of management experience in janitorial services. Amer-Plus Janitorial has experience in servicing buildings or locations of the same size and volume of the Town's locations listed herein.

Amer-Plus Janitorial has earned a strong reputation as a provider of high-quality custodial services to projects similar to the Town of Lake Park such as services to the City of Aventura Parks, Recreation & Arts & Cultural Center and Florida Fish & Wildlife Conservation Commission (FWCC). We will bring our understanding, experience and stability to the Town of Lake Park's project facilities.

Please see below for a summary of prior work experience and competence in undertaking engagements like that of the Town of Lake Park.

Governmental Experience #1

Contract Name: Florida Fish & Wildlife Conservation Commission, Division of Law Enforcement
Detailed Contract Scope of Work: General Cleaning Services at Port Everglades Location
Duration: 5 years

Governmental Experience #2

Contract Name: City of Aventura Parks, Recreation & Arts & Cultural Center
Detailed Contract Scope of Work: General Cleaning Services
Duration: 2 years with 2 (2) year option to renew

Governmental Experience #3

Contract Name: City of Aventura, Aventura City of Excellence School
Detailed Contract Scope of Work: General Cleaning Services
Duration: 2 years with 2 (2) year option to renew

Governmental Experience #4

Contract Name: Miami Dade County Express Authority

Detailed Contract Scope of Work: General Cleaning Services for headquarter and satellite offices

Duration: 1 year (Ongoing contract)

Governmental Experience #5

Contract Name: USA Engineer District (USACE)

Detailed Contract Scope of Work: General Cleaning Services for Palatka branch

Duration: 5 years

Approach. State your understanding of the work to be performed and describe your approach to satisfy the Scope of Work & Requirements. You may include implementation strategies or techniques that you intend to employ in carrying out the work.

As the Prime Vendor, Amer-Plus Janitorial will provide A+ Janitorial Services to all the 9 locations for the Town of Lake Park so you can have the sense of security and peace of mind necessary to focus on your own productivity. We will not be utilizing any Subcontractors to perform any of the work.

Amer-Plus has carefully reviewed the RFP and have taken note of the services that need to be performed at your facilities, special instructions, the number times and days per week basic and detailed cleaning are required, square footage and buildings/locations that need to be serviced. We have also taken note of the required minimum average monthly service hours proposed and will use it as a guide to ensure we meet your criteria and performance standards. However, we will also be implementing additional measures to ensure we meet the quality specifications described in the RFP. Our custodial staff will perform minimum work tasks outside of normal operating hours wherever possible, so as to reduce interface with normal building activities.

We will employ experienced and sufficiently trained staff so as to perform work safely and expeditiously. All custodial staff will be certified and be given continuous education regarding the safest, up-to-date methods of cleaning, disinfecting and sanitizing with a specific emphasis on the safe handling and storage of cleaning chemicals and hand hygiene. Amer-Plus will also equip our staff with OSHA Compliant Training, appropriate and effective tools, chemicals and equipment to get the job done satisfactorily so as to meet and exceed your expectations.

Amer-Plus is an eco-friendly janitorial company that cares about the environment. We recognize and understand that green cleaning protocols and the protection of health and the environment are issues of great concern to the Town of Lake Park. As such, we propose to use CDC and EPA-Registered and Approved industrial strength disinfectant products with broad spectrum kill claims for each location to eliminate viruses, germs, bacteria and dust to ensure that our cleaning practices have minimal effect on the environment, alleviate waste and are cost-effective.

The Spraying & Treatment methods that Amer-Plus proposes to use to disinfect, clean and sanitize are as follows:

Two (2) Pass System:

First pass is Routine cleaning: This process involves spraying and wiping surfaces with cleaning chemicals that are in compliance with OSHA to remove germs and dirt from surfaces and touch points.

Second pass Disinfecting: This process involves using Pump-up Sprayers to apply disinfectant to surfaces and touch points. The solution will remain wet for 5-10 minutes and will be allowed to dry. This will kill germs on a surface after cleaning, it can further lower the risk of spreading infection.

The implementation of our Green Cleaning Training & Procedures will have the following benefits:

- Reduce and minimize exposure to aggressive and toxic chemicals
- Reduce incidences of asthma attacks caused by dust and chemical allergens
- Improve indoor air quality by reducing airborne dust and chemical gasses

- Improve our training programs by stressing safety and responsibility
- Reduce the amount of dirt/soil entering a building by using appropriately sized walk off mats
- Improve cleaning processes and systems
- Promote increased productivity and learning
- Continuous training of our custodial employees in areas such as hazards, use, maintenance, disposal and recycling of cleaning chemicals, dispensing equipment and packaging.

Proposed Methodology

Below is the methodology Amer-Plus Janitorial proposes to use to perform the services required of this proposal:

- Pay attention to entryways.

Since people track most pollutants into buildings by simply walking through the entrance, it's important to trap and remove dirt before it enters the building. As such we'll ensure that the entrances and entry mats are being cleaned and vacuumed frequently.

- Minimize airborne particles and chemicals.

We will avoid using dusters that make dust airborne (like feather dusters). Instead, we will use microfiber cleaning cloths, which trap the dust in the cloth.

- Use HEPA filtration vacuums to reduce airborne particles.

Vacuums with filtration systems contain the dust rather than allowing it to spew out into the air again, like conventional cloth bags. We will make sure that vacuum bags are emptied frequently for more efficient operation.

- Use environmentally friendly cleaning products.

- Use chemical management systems for accurate dilution which helps to eliminate waste.

- Use microfiber flat mops to capture and remove soil rather than moving it around with conventional mops.

- Color-code cleaning cloths and other tools to avoid cross contamination.

For example, we will use red cloths for toilets and urinals, green cloths for dusting, and so on. We will also colorize mop buckets and mop handles to ensure chemicals do not get mixed and carried from one area to another.

- Use recycled paper products in restrooms.

- Incorporate our Green Cleaning employee training program to make sure all employees understand the importance of following procedures.

- Use manufacturer's specifications especially in the treatment and care of special floor surfaces.

We will investigate the special requirements for floor care that may be necessary before applying treatment. This will ensure that public areas, specifically with high quality floor surfaces are maintained to expected performance standards.

EXPERIENCE OF INDIVIDUALS WHO WILL BE ASSIGNED TO THIS PROJECT AS PROJECT MANAGER AND/OR PROJECT TEAM

Lumodeste Cetoute - Director of Operations/Project Manager, 25+ years of cleaning industry experience. As a project manager, he will be responsible for coordination of work.

Stephannie Cetoute - Managing Director, 10+ years of project management experience, 7 years of cleaning industry experience.

Fritz Sido - Supervisor, over 13 years cleaning industry experience with 8 years at a Supervisory level.

Additional Staff with over 5 years industry experience:

Appranncon Jose

Kenel Lainy

Ernseau Preseau

What sets your solution apart from competitors?

Amer-Plus Janitorial & Maintenance uses technology to improve the efficacy of our work and to improve the customer experience. We use innovative technology in our business to perform inspections, report issues, communicate with our customers, manage supplies and much more. We also have a quality plan that we use to ensure that our customers get the best services.

AMER-PLUS JANITORIAL & MAINTENANCE QUALITY PLAN

Definition of Quality

At Amer Plus we are committed to providing quality service to our customers. We define quality service by exceeding the expectations of our customers and when they are able to say that we provided a clean site, are cost-effective, efficient, have consistent performance, competent and knowledgeable in our field. Additionally, we look for our staff to be friendly, courteous, respectful, cooperative, flexible, trustworthy, empathetic, professional, neat in appearance, and proud of our work.

Deliverables and Acceptance Criteria

- Contract: Upon signing of the contract, we will select the designated number of staff that provides us the greatest opportunity to successfully meet or exceed the expectations outlined in the contract.
- Equipment: We will select the most appropriate equipment, supplies and Green environmentally safe products in order to meet or exceed the Town of Lake Park's expectation.
- Specifications: The list of specifications will be provided to customers and employees responsible for cleaning the location(s).

Quality Assurance Activities

- We will train our employees on the use of products, equipment and processes we will use to fulfill our obligations to the contract.
- We will introduce our employees to the customers they are providing services to.

Service Monitoring and Control

- Quality control inspections will be scheduled and performed by supervisors to ensure services are performed to expectation.
- We will provide our customers with an inspection form and encourage them to inspect their own premises to ensure we are fulfilling the terms of the contract.
- We will provide our customers with several avenues they may take to share their concerns regarding service failures. We will follow up on all complaints within 24 hours.

- We will share the results of our inspections with our customers and follow up on any service failures.

Improvement Plan

- We will engage our customers to discern how expectations can be better met.
- Employees not performing to quality standards will be placed on a Corrective Action Plan (CAP).
- A tailored performance improvement process will be implemented in conjunction with CAP to ensure employees are continuing to improve.

OUR TECHNOLOGY

We are your complete cleaning service management solution.

From the Swept Janitorial mobile app, you can:

REPORT PROBLEMS

- Send photos and issue descriptions See open issues and when they were opened
- Get notified when issues are resolved and see photos of completed work

SEND MESSAGES

- Send messages knowing the right person will see them
- See a history of what was communicated about each location

VIEW SUPPLIES USAGE

- Receive supply request emails
- View fulfilled supply requests and delivered quantities

From the Swept Janitorial website, you can:

BROWSE THE DASHBOARD

- Review and evaluate activity across all locations

To what extent can you meet the outlined requirements?

Entirely

If any requirements cannot be met, please indicate which ones and why?

Amer-Plus Janitorial & Maintenance LLC will be able to meet all the requirements of this project.

Please check all that apply

- Less than 250 employees
- Minority-owned
- Woman-owned

If an addendum has been issued, it shall be made available on this form upon refresh. By checking the box here, I acknowledge my responsibility to check this form for addenda prior to responding to the solicitation.

- I acknowledge.

By checking the box below, you and the company or other legal entity you represent confirm that you have read, understood, and agree to UrbanLeap's Terms of Service. In addition, if you enter into a contract with the Town of Lake Park, Florida, you will (i) promptly notify UrbanLeap in writing of such contract; (ii) promptly provide UrbanLeap with a copy of the executed version of such contract; and (iii) pay UrbanLeap (due upon receipt of its invoice, except where prohibited by law) a Service Fee (as defined in the Terms of Service) equivalent to one (1%) percent of any amounts actually paid by the City to the Vendor pursuant to the contract awarded to Vendor hereunder. For the removal of any doubt, UrbanLeap's Service Fee shall apply to all types of municipal arrangements with vendors, including, but not limited to, fixed-price contracts, on-call consultancy and advisory agreements, milestone-triggered payments and so forth, provided in all events that the Vendor has actually received payments from the City. UrbanLeap shall endeavor to issue invoices for its Service Fee concurrently with the City's payment practices, but in no event less than once annually.

- I have read, understand, and agree to UrbanLeap's Terms of Service.


Your Name

Stephannie Cetoute

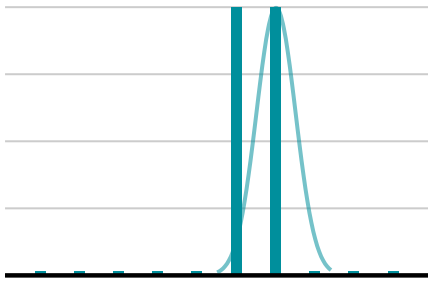
Today's Date

10/12/2022

All attachments

 183251960113169town_of_lake_park_documents_pdf

Average Evaluation Scores



Average Score

83 / 120

Total Completed Evaluations

4

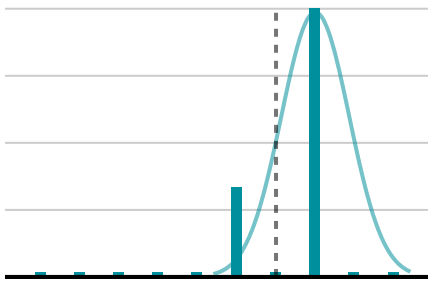
Overall Consistency of Evaluations

Highly Consistent (evaluators were very aligned)

Breakdown by Category

Category: INNOVATIVE/CREATIVE APPROACH

- Measures taken to provide additional efficiencies or increased performance capabilities



Relative Score

Highest scored category (12% above average)

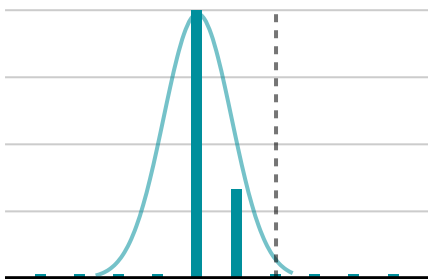
Consistency of Evaluations

Highly Consistent (evaluators were very aligned)

Category:

PRICE PROPOSAL AND PROPOSAL REQUIREMENTS

- Cost Effectiveness
- Evaluation based on total annual cost of all locations



Relative Score

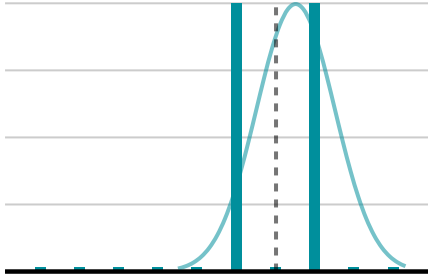
Lowest scored category (24% below average)

Consistency of Evaluations

Highly Consistent (evaluators were very aligned)

Category: EXPERIENCE AND QUALIFICATIONS OF COMPANY

- Ability to comply with the full scope of work
- Number of years company has been in business
- References
- Experience conducting similar work
- Governmental experience



Relative Score

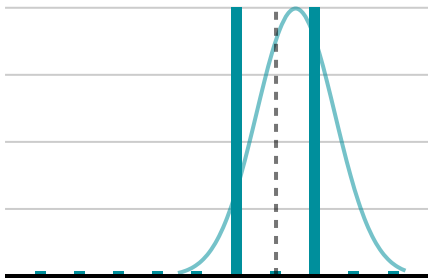
6% above average

Consistency of Evaluations

Highly Consistent (evaluators were very aligned)

Category: . TECHNICAL APPROACH

- Understanding of the scope of services and scope of work
- Technical soundness of proposal
- Quality and thoroughness of the submitted proposal



Relative Score

6% above average

Consistency of Evaluations

Highly Consistent (evaluators were very aligned)

Individual Evaluation Scores and Comments

Jeffrey Duvall <jduvall@lakeparkflorida.gov>

92

Can not start for 1 month after bid award.

John M Wille <jwille@lakeparkflorida.gov>

76

Dwayne Bell, Sr. <dbell@lakeparkflorida.gov>

76

Roberto Travieso <rtravieso@lakeparkflorida.gov>

88

Offeror has 20+ years industry experience and has served several municipal and state agencies. Provides dashboard for customers to monitor status of work and addresses complaints within 24-hrs. Utilizes two-pass cleaning system and recurring training to staff. Multiple staff with 5+ years work experience.



Public Works
Department

October 19, 2022

NOTICE OF INTENT TO AWARD

RFP 109-2022 – Janitorial Services for Town Buildings and Parks Restrooms

To All Interested Parties,

Thank you for submitting your response to RFP 109-2022, Janitorial Services for Town Buildings and Parks Restrooms, dated October 13, 2022. The Town received six responses total, with three submittals being fully responsive and responsible bids.

After careful review, the evaluation committee ranked the three proposals. The highest-ranked contractor was Image Janitorial Services, Inc.

The evaluation scores were as follows:

1. Image Janitorial Services, Inc., received a score of **94**
2. Professional Cleaning Services Corp (PCS) received a score of **84**
3. Amer-Plus Janitorial Services, Inc., received a score of **83**

The following Offerors' submittals were **not** fully responsive:

1. Estrellita, Inc. d/b/a Anago of South Florida
2. A-Rostant & Son's Janitorial Service
3. Crystal Building Maintenance

Attached to this notice is a complete bid tabulation, with a responsiveness checklist for the bids received. Accordingly, we announce our intent to award a contract to:

Image Janitorial Services, Inc.

1750 N, Florida Mango Rd, Suite 103
West Palm Beach, FL 33409

Award will be made during an upcoming Regular Town Commission Meeting. We would like to thank each vendor for their time and effort in preparing a response to this solicitation. We appreciate your interest in doing business with the Town of Lake Park.

Sincerely,

ROBERTO F. TRAVIESO, MPA
Director of Public Works

ATTACHED – Bid Tabulation for RFP 109-2022

650 Old Dixie Highway
Lake Park, FL 33403
Phone: (561) 881-3345
Fax: (561) 881-3349

www.lakeparkflorida.gov



1750 N. Florida Mango Rd., Ste 103
West Palm Beach, FL 33409
(561) 844-8778 • Fax (561) 844-8986

Janitorial Services meeting your needs, exceeding your expectations

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RFP No. 109-2022

Town of Lake Park

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	5. Training – Safety is Everybody’s Business
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I.	Insurance Certificate, W-9, Tax Receipt, Sunbiz

TAB 1

ACKNOWLEDGEMENT OF ADDENDA**INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES****PART I:**

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated 09-14-22Addendum #2, Dated 09-27-22Addendum #3, Dated 09-30-22

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATIONFirm Name: Image Territorial Services, Inc.Signature: Name and title (Print or Type): Timothy B. Wilson - PresidentDate: 09-30-22

September 14, 2022



Addendum No. 1: RFP 109-2022

JANITORIAL SERVICES FOR TOWN BUILDINGS AND PARKS RESTROOMS

Each recipient of Addendum No. 1 to the RFP who responds to the RFP acknowledges all of the provisions set forth in the RFP and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and become part of the contract documents.

1. CLARIFICATIONS/ADDITIONAL INFORMATION

- a. This Addendum provides the approximate square footage of the service locations included in the Request for Proposal (RFP).
- b. Additionally, this Addendum corrects the address for service location No. 9, Kelsey Park Restrooms, in the RFP. *The correct address is 601 Federal Hwy.*

LOCATION NO.	LOCATION NAME	ADDRESS	APPROX. SQ. FT.
1	Town Hall	535 Park Avenue	15,372
2	PBSO District 10	700 6th Street	5,350
3	Public Works	640 - 650 Old Dixie Hwy	4,200
4	Library	529 Park Avenue	9,685
5	Recreation	800 Park Avenue	2,200
6	Evergreen House	601A Federal Hwy	1,396
7	Lake Harbor Marina Restrooms and Showers	103 -105 Lake Shore Drive	800
8	Lake Shore Park Restrooms	701 Lake Shore Drive	500
9	Kelsey Park Restrooms	601 Federal Hwy	900

DocuSigned by:

Dwayne Bell

F257D4E6AC37405...



Addendum No. 2: RFP 109-2022 JANITORIAL SERVICES FOR TOWN BUILDINGS AND PARKS RESTROOMS

Each recipient of Addendum No. 2 to the RFP who responds to the RFP acknowledges all of the provisions set forth in the RFP and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and become part of the contract documents.

Vendor Questions

The following question was submitted by Ron Wicks at P.C.C. PROFESSIONAL CLEANING S (info@neatcleanserviceusa.com)

1. What is your budget for janitorial services?

Answer: Vendors should submit a proposal based on the scope of work in the RFP.

561720

The following questions were submitted by Luzmina Geste at (lgeste@amerpluscleaning.com)

1. What is the required wage under Davis-Bacon for this project?

Answer: There is no Davis-Bacon requirement for this project.

2. Is this project subject to any Davis-Bacon reporting? If so, please explain further?

Answer: No this project is not subject to Davis-Bacon reporting.

3. Who is the current vendor?

Answer: The current vendor is Professional Cleaning Services.

4. Why is there a temporary vendor currently being used?

Answer: The previous vendor was no longer able to provide the services to the Town.

5. What is the current monthly invoice amount for each location?

Answer: Vendors should submit a proposal based on the scope of work in the RFP.

6. What are the hours that the public has access to the park restrooms?

Answer: The park restrooms are accessible to the public from 8:00 AM to 9:00 PM, seven (7) days per week.

7. What are the current cleaning times that the park restrooms are cleaned twice daily?

Answer: At this time, the restrooms are not cleaned twice per day due to contractor capacity. Per the Scope of Services included in the RFP, the required cleaning times for the park restrooms shall be as follows:

- First cleaning: Between 8:00 AM and 12:00 PM
- Second cleaning: Between 6:00 PM and 9:00 PM

8. What is the projected budget for this project?

Answer: Vendors should submit a proposal based on the scope of work in the RFP.

9. Can we have a notary in the state of Florida that is not from Palm Beach County?

Answer: Yes, you can use a Notary of your choice.

September 30, 2022



Addendum No. 3: RFP 109-2022 JANITORIAL SERVICES FOR TOWN BUILDINGS AND PARKS RESTROOMS

Each recipient of Addendum No. 3 to the RFP who responds to the RFP acknowledges all of the provisions set forth in the RFP and agrees to be bound by the terms thereof. This addendum shall modify, clarify, change or add information and become part of the contract documents.

Vendor Questions

The following questions were submitted by Tammy Graham at (tgraham@anagosfl.com)

1. During the walkthrough we were told that the town is responsible for supplies. 2-12 says contractor is responsible. Is the contractor responsible for supplies such as toilet paper, liners, hand soap, etc.? If so, do you have a current supply cost analysis?

Answer: Some of the procedural information included in Paragraphs 1-17 and 2-12 of the Specifications for Services attachment to the RFP is incorrect. The Town **will** be responsible for purchasing all supplies necessary to perform the services included in the RFP. The contractor will receive an order form that they will have to submit to Public Works via email to receive supplies. All other information included in RFP and its attachments is correct, unless otherwise noted via addendum.

2. Is the contractor responsible for supplying and maintaining cleaning equipment? The intro RFP on Urbanleap says the town is responsible then 1-17 has the contractor responsible for equipment.

Answer: Some of the procedural information included in Paragraphs 1-17 and 2-12 of the Specifications for Services attachment to the RFP is incorrect. The **Town will** be responsible for purchasing all standard equipment, supplies, tools, materials, and incidentals necessary to perform the services included in the RFP. The **Contractor will** be responsible for supplying specialized equipment, i.e.: Floor scrubbers, carpet cleaners, pressure washers, etc... All other information included in RFP and its attachments is correct, unless otherwise noted via addendum.

3. Are the cleaners responsible for the interior and exterior windows at the Library? If so, are they responsible for the upper level windows?

Answer: Yes, as indicated in the RFP specifications on page 29, the contractor will be responsible for the interior and exterior windows at the Library. The upper-level windows are to be cleaned on an As-needed basis or and upon request from the Town at an additional cost.

4. The library cleaning spec reads for 5 days a week but also has the cleaning for Monday through Saturday. Is the cleaning for 5 or 6 days a week?

September 30, 2022

Answer: The service frequency included in the Library cleaning specifications on Page 29 are correct (5 days per week); the days of the week in which the services shall be provided for the Library are hereby corrected to **Monday through Friday**. All other information included in RFP and its attachments is correct, unless otherwise noted via addendum.

5. Is the 1% Urbanleap service fee for the amount of the entire 3 year contract?

Answer: At this time, due to pending changes, Urbanleap will **not** be invoicing the winning bidder the 1% service fee.

6. Is the carpet cleaning extraction and other floor care on an as needed basis only or should we include it on the total cost on a regular schedule? Such as quarterly?

Answer: Carpet cleaning is on an As-needed basis and should not be included in the total RFP cost. The Marina and Parks restroom floors shall be power scrubbed on a quarterly basis and hosed down on a weekly basis.

The following question was submitted by Paul Saavedra at Image Janitorial Services, Inc (psaavedra@imagecompanies.com)

1. Who is providing all the restroom consumables such as: toilet tissue, hand towels, hand soap, trash liners, toilet seat covers, urinal screens, wax bags etc. Will this be the Town of Lake Park responsibility or the janitorial vendor?

Answer: Please see response to Question No. 1 of this addenda.

DocuSigned by:

Dwayne Bell

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TAB 2

PROPOSAL SUBMITTAL SIGNATURE PAGE

Item 6.

Instructions: This form constitutes item 'b' of Part I. Include this form, along with all other forms identified below in your response to this RFP.

In accordance with the plans, specifications, scope of services, and/or scope of work included in this RFP document, the **TOTAL PROPOSED PRICE (Years One - Three)** for this project is:

Two hundred eighty four thousand five hundred eighty six 90/100 - (\$284,586.90)

Required documents attached?

(Checklist)

PART 1

- Acknowledgement of Addenda
- Proposal Submittal Page (signed)
- Proposal Price Form fully completed.
- Proposal Security (LOC or Cashier's Check, 5% of BASE proposal price for year one)
- Conflict of Interest Disclosure Form
- Notification of Public Entity Crimes Law
- Drug-Free Workplace
- Non-Collusion Affidavit
- Truth-in-Negotiation Certificate
- List of References
- Anti-Kickback Affidavit
- List of Subcontractors, if applicable

✓
✓
✓
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✓

PART 2

- Certificate of Insurance (per specification)
- Statement of prior or pending litigation

✓
✓

PART 3

- Copies of all licenses, certifications, business tax receipts

✓

PART 4 (OPTIONAL)

- Clarifications or Exceptions

✓

NAME OF FIRM: *Image Janitorial Services Inc.*

ADDRESS: *1750 W Florida Mango Rd Ste 103*
West Palm Beach, FL 33409

PHONE #: *561-844-8778* FAX #: *561-844-8986*

E-MAIL: *twilson@imagecompanies.com*

Statement by Proposer: "I HAVE REVIEWED ALL PLANS, MANUALS, SPECIFICATIONS, AND ALL OTHER INFORMATION CONTAINED WITHIN THIS SOLICITATION, AND UNDERSTAND ALL REQUIREMENTS"

AUTHORIZED SIGNATURE: *[Signature]*

NAME & TITLE (TYPED or PRINTED): *Timothy B. Wilson - President.*

PROPOSAL SUBMITTAL SIGNATURE PAGE

By signing this Proposal, the Proposer certifies that it satisfies all legal requirements as an entity to do business with the Town, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

Image Janitorial Services Inc.

Street Address:

1750 N. Florida Mango Rd, Ste 103 WPD, FL 33409

Mailing Address (if different from Street Address):

Telephone Number(s): 561-844-8778

Fax Number (s): 561-844-8986

Email Address: twilson@imagecompanies.com

Federal Employer Identification Number: 65-0273834

Signature: 

(Signature of authorized agent)

Print Name: Timothy B. Wilson

Title: President

Date: 09-30-22

By signing this document, the Proposer agrees to all terms and conditions of this Solicitation and the resulting contract/agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF THE PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE TOWN MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT THAT UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

TAB 3

JANITORIAL SERVICES FOR TOWN BUILDINGS AND RESTROOMS
RFP 109-2022
PROPOSAL FORM

Please bid the following consistent with the information contained within the "Scope of Services" Section of the RFP:

Item	Description/Specifications	Qty	Unit	Unit Cost	Total Cost
1.	Janitorial Service - Town Hall - 5 days per week	12	Months	\$ 2,864.32	\$ 34,371.79
2.	Janitorial Service - PBSO District 10 - 5 days per week	12	Months	\$ 996.88	\$ 11,962.60
3.	Janitorial Service - Public Works - 3 days per week	12	Months	\$ 469.56	\$ 5,634.72
4.	Janitorial Service - Library - 5 days per week	12	Months	\$ 1,804.64	\$ 21,655.66
5.	Janitorial Service - 800 Park Avenue - 1 day per week	12	Months	\$ 204.97	\$ 2,459.60
6.	Janitorial Service - Evergreen House - 2 times per month	12	Months	\$ 130.06	\$ 1,560.73
7.	Janitorial Service - Lake Park Harbor Marina - October 1 - April 30 (4 days per week)/May 1 - September 30 (7 days per week)	12	Months	\$ 521.73	\$ 6,260.80
8.	Janitorial Service - Lake Shore Park Restrooms - twice-a-day service, 7 days per week	12	Months	\$ 326.08	\$ 3,913.00
9.	Janitorial Service - Kelsey Park Restrooms - twice-a-day service, 7 days per week	12	Months	\$ 586.95	\$ 7,043.40
BASE PRICE of ITEMS 1 - 9				First-year total	\$ 94,862.30
				Total of three-year contract	\$ 284,586.90

Unit Prices (on an "As-Needed" Basis)		
Description of Services	Price	
Power Scrub Ceramic Tile	\$ 0.29	per square foot
Strip and Wax Paver Tile	\$ 0.37	per square foot
Strip and Seal Wood Flooring	\$ 2.50	per square foot
Strip and Wax Vinyl Tile	\$ 0.39	per square foot
Carpet Cleaning	\$ 0.32	per square foot
Window Cleaning (Interior)	\$ 10	(1) large window
	\$ 5	(1) medium window
	\$ 3	(1) small window
Window Cleaning (Exterior)	\$ 12	(1) large window
	\$ 8	(1) medium window
	\$ 5	(1) small window
Hourly Labor Rate - Heavy Cleaning	\$ 23.00	per hour
Hourly Labor Rate - Porter Service	\$ 21.50	per hour

Number of days to start work after receipt of Notice to Proceed: 15

Submitted By: Timothy B. Wilson

Name of Firm: Image Janitorial Services, Inc

Tel. No. 561-844-8778 Fax No. 561-844-8986

Email Address: twilson@imagecompanies.com

THE AWARD OF THE CONTRACT WILL BE BASED ON THE LOWEST RESPONSIVE, RESPONSIBLE BASE BID. CONSIDERATION SHALL BE GIVEN TO UNIT PRICING.

NOTE: Bid Bond amount is to be based on 5% of BASE BID of Year-One pricing.

TAB 4

INSERT COPY OF PROPOSAL SECURITY HERE

1. Proposal Security is required. Proposal security shall be in the form of a Letter of Credit, or a certified cashier's check, and must be equal to at least 5% of the proposed base price for Year-One services, which includes the one-time initial cleaning charges required to bring locations into contract compliance.
2. Proposals that are submitted without the required proposal security shall be rejected.

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK

OFFICIAL CHECK

HOLD DOCUMENT UP TO THE LIGHT TO VIEW TRUE WATERMARK



Bank

RE:

IMAGE JANITORIAL SERVICES INC

DATE:

10/12/2022

76830221-2

52-0133

112

PAY TO THE
ORDER OF

TOWN LAKE PARK

Four Thousand Seven Hundred Forty Three AND 12/100

\$4,743.12

DRAWER, TD BANK, N.A.

AUTHORIZED SIGNATURE

Jerry Hatchette

MP



Security
Features
Details on
Back



⑈768302212⑈ ⑆011201335⑆ 6265069404⑈

TAB 5

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the Town of Lake Park.

Furthermore, all Proposers must disclose the name of any Town employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal consideration may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Town duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:



To the best of my knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for the Proposal.



The undersigned firm, by attachment to this form, submits information that may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

Image Janitorial Services, Inc.

Firm Name

[Handwritten Signature]

Signature

Timothy B. Wilson - President

Name and title (Print or Type)

09-30-22

Date

TAB 6

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-vendor, 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 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

Image Janitorial Services, Inc.

Firm Name

Jeffrey B. Wilson

Signature

Jeffrey B. Wilson - President.

Name and Title (Print or Type)

09-30-22

Date

TAB 7

DRUG-FREE WORKPLACE

Image Janitorial Services, Inc. is a drug-free workplace and has a
(Company Name)

Substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Acknowledged by:

Image Janitorial Services, Inc.

Firm Name

Ty B Wilson

Signature

Timothy B. Wilson - President

Name and title (Print or Type)

09-30-22

Date

TAB 8

NON-COLLUSION AFFIDAVIT

Item 6.

STATE OF Florida

COUNTY OF Palm Beach

Before me, the undersigned authority personally appeared Timothy B. Wilson, who after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. His/her is President of Image Janitorial Services, Inc., the Proposer that has submitted a Proposal to perform work for the following:

RFQ No.: 109-2022 Title: Janitorial Services for Town Buildings and Park Restrooms

- b. His/her is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation.

Such a Proposal is genuine and is not a collusive or sham Proposal.

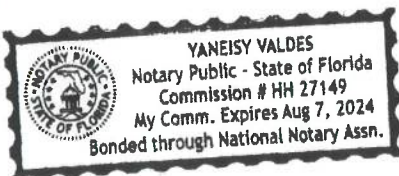
- c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.
- d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Timothy B. Wilson
Signature

Subscribed and sworn to (or affirmed) before me this 30 day of September, 2022, by Timothy B. Wilson, who is personally known to me or who has produced

_____, as identification.

SEAL



Notary Signature: [Signature]
Notary Name: Yaneisy Valdes
Notary Public (State): Florida
My Commission No.: HH27149
Expires on: August 7th, 2024

TAB 9

TRUTH – IN – NEGOTIATION CERTIFICATE

Item 6.

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreements and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

By: Gregory B. Wilson

Title: President

Date: 09-30-22

TAB 10

LIST OF REFERENCES

Item 6.

Following are references from agencies/companies/individuals in which your company has provided similar services within the last 5 years:

REFERENCE #1

Company/Agency Name: Wycliffe Country Club
Address: 4650 Wycliffe Country Club Blvd
Wellington, FL 33449
Point of Contact: Daniel Low
Phone Number: 561-964-9200
Fax Number: —
E-mail: D.Low@wycliffecc.com

REFERENCE #2

Company/Agency Name: Mizner Country Club
Address: 16104 Mizner Club Dr
Delray Beach, FL 33446
Point of Contact: Mario Paz
Phone Number: 561-281-2355
Fax Number: —
E-mail: mpaz@miznercc.org

REFERENCE #3

Company/Agency Name: The Plaza of the Palm Beaches
Address: 525 S. Flagler Dr.
West Palm Beach, FL 33401
Point of Contact: Daniel Lewinsohn
Phone Number: 561-727-2352
Fax Number: 561-655-6274
E-mail: daniel@theplazacupb.com

TAB 11

ANTI-KICKBACK AFFIDAVIT

Item 6.

STATE OF FLORIDA
COUNTY OF PALM BEACH

BEFORE ME, the undersigned authority, personally appeared Timothy B. Wilson
_____, who, after being by me first duly sworn, deposes and says:

(1) I am President of Image Janitorial Svc., the offeror that has submitted a proposal to perform work for the following project:

Contract # 109-2022 Project name: Janitorial Services for Town Building and Parks Restrooms.

(2) I, the undersigned, hereby depose and say that no portion of the sum Proposal in connection with the work to be performed at the property identified above will be paid to any employee of the Town of Lake Park as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

Timothy B. Wilson
Signature

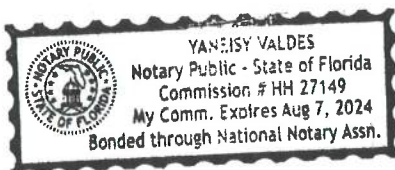
Subscribed and sworn to (or affirmed) before me this 30 day of September 2022
by Timothy B. Wilson, who is personally known to me or who has
produced _____ as identification.

NOTARY SEAL:

Notary Signature: _____

Notary Name: _____

Notary Public-State of Florida



TAB 12

LIST OF SUBCONTRACTORS AND PRIME VENDORS

Item 6.

The following are the subcontractors and prime vendors anticipated to be used if your company is awarded the Contract. Please note that all changes to this list must first be approved in writing by the TOWN OF LAKE PARK, Project Manager.

NAME OF COMPANY

ADDRESS OF COMPANY

PHONE/CONTACT

- 1) N/A
- 2) N/A
- 3) N/A
- 4) N/A
- 5) N/A.

TAB 13

INCLUDE PROOF OF EXISTING INSURANCE.

Item 6.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) **09/28/2022** **Item 6.**

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2415		CONTACT NAME: Joy Glaug PHONE (A/C, No, Ext): (386) 239-4070 E-MAIL ADDRESS: Joy.Glaug@bbrown.com FAX (A/C, No):	
INSURED IMAGE JANITORIAL SERVICES, INC 1750 N FLORIDA MANGO ROAD STE 103 & 104 WEST PALM BEACH FL 33409		INSURER(S) AFFORDING COVERAGE INSURER A: Greenwich Insurance Company INSURER B: Auto Insurance Company INSURER C: Zenith Ins Co INSURER D: Federal Insurance Company INSURER E: INSURER F:	
		NAIC # 22322 18988 13269 20281	

COVERAGES

CERTIFICATE NUMBER: 22-23

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS							
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			NGL- 1005816-00	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$							
	B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					96-982-266-06	04/01/2022	04/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$				
		D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$								7819-61-29	04/01/2022	04/01/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
			C							WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below				N/A

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

CERTIFICATE HOLDER

CANCELLATION

TOWN OF LAKE PARK 535 PARK AVE LAKE PARK FL 33403	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

TAB 14

INCLUDE STATEMENT OF PRIOR OR PENDING LITIGATION.

Item 6.

N/A

TAB 15

**INCLUDE PROOF OF PROPER LICENSING, CERTIFICATIONS, BUSINESS TAX
RECEIPTS (AS APPLICABLE TO PERFORM THE REQUIRED SERVICES).**

Item 6.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

1750 North FLORIDA MANGO RD
 Ste 103
 WEST PALM BEACH, FL 33409

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0007 CLEANING SERVICE	WILSON TIMOTHY		B22.601000 - 07/11/22	\$236.25	B40106537

Receipt is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 200218449
EXPIRES: SEPTEMBER 30, 2023

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

IMAGE JANITORIAL SERVICE INC
 IMAGE JANITORIAL SERVICE INC
 1750 N FLORIDA MANGO RD STE 103
 WEST PALM BCH FL 33409-5230



7
 6-2212

Request for Taxpayer Identification Number and Certification

Give Form **Item 6.**
requester. Do not
send to the IRS.

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

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. Image Janitorial Services, 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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> 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. <input type="checkbox"/> 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 1750 N. Florida Mango Road, Suite 103	Requester's name and address (optional)	
6 City, state, and ZIP code West Palm Beach, FL 33409		
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.

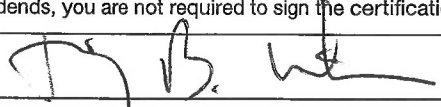
Social security number								
			-					
or								
Employer identification number								
6	5		-	0	2	7	3	8 3 4

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 ► 	Date ► 4-4-22
-----------	--	----------------------

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 withholding, later.

TAB 16

CLARIFICATIONS/EXCEPTIONS

Item 6.

Please list any clarifications of your Proposal in this section, as well as any exceptions you may have.

N/A

TAB 17

A



1750 N. Florida Mango Rd, Ste103
West Palm Beach, FL 33409
(561) 844-8778 Fax (561) 844-8986

Item 6.

Janitorial Services meeting your needs, exceeding your expectations

STATEMENT OF QUALIFICATIONS

It is our goal to provide exceptional services to all our clients. We call this goal “The Goal Standard” Image Companies strives to provide customers and employees a unique opportunity; a forward looking company with an emphasis on an old fashion idea: Service.

We strongly believe in mutual respect, high expectations, enthusiasm for life and strong family values. We believe these virtues bring out the best in everyone. Through a strong relationship built on communication and a commitment to these ideals.

Image Janitorial, its customers and employees will reap the benefits of the Gold Standard.

We began as a small family owned operated business in 1987 and have grown to be the multifaceted full service company we are today. Over the years we have established and refined our business model, we constantly refine and improve our systems and service by patient observation, rapid response to customer needs and by remaining open to customer and employee recommendations.

Our goal of complete customer satisfaction has led us to increase our services to meet the ever expanding needs of our customers.

Image Companies responded with certification through:

BOMA – Building Owners and Managers Association
BSCAI - Building Service Contractors Association International
IICRC - Institute of Inspection Cleaning & Restoration Certification

There certifications gave us the knowledge and the tools to respond to our customer’s requests with the level of service they have come to expect from our company.

Why Image Janitorial Services?

Fervently Customer Driven

Your Property Management partner

Ready to serve you instantaneously

Utterly devoted to quality

Leaders in promoting indoor air quality and fighting sick building syndrome

Locally owned and managed

A strongly people-oriented company

If we are chosen as your service provider, Image Companies guarantees your facilities spaces will be brought to the highest level possible, this will include implementing a thorough initial cleaning and floor services.

Thank you for your time and consideration. Image Companies looks forward to the opportunity of becoming your facility maintenance partner in the future.



1750 N. Florida Mango Road, Suite 103
West Palm Beach, FL 33409
(561) 844-8778 • Fax (561) 844-8986

Janitorial Services meeting your needs, exceeding your expectations

Dear Procurement Committee,

Ability of Personnel:

- a) **Project Manager: Tim Wilson & Paul Saavedra**
- b) **Site Supervisors: will be locally hired at time of contract award**
- c) **Full time service Crews: will be locally hired at the time of contract award**

Brief Resume of each key employee who will furnish professional and technical support expertise on this account. This should include the following:

d) Management.

Image Companies is located in West Palm Beach, Florida. Client / Prospective Clients Tours of the Image Office are available. Meet the staff and see Operation Center, Inventory Warehouse, Image Academy Training and much more. Image has a 1-hour response time to all locations within our service area. Our entire staff will be hired locally including all janitorial, specialties, Management, Administrative Support Staff.

Most importantly Image Companies services rest above all else on the staff assigned. The following staff would be directly assigned to the Florida Department of Transportation.

Tim Wilson

- 1. 30 Years Industry Experience, 30 with Image Companies
- 2. Member of BOMA, USGBC, BSCAI, Certified IICRC (Institute of Inspection, Cleaning and Restoration) - Commercial Janitorial Services, Water and Fire Damage Restoration, Carpet Care and Spot Cleaning, Odor Control
- 3. 20 Years Industry Experience with Green Cleaning

Paul Saavedra

- 1. 26 Years of Industry Experience, 25 with Image Companies
- 2. Member of BSCAI (Building Service Contractors of America
- 3. IICRC (Institute of Inspection, Cleaning and Restoration) - Quality Control, Commercial Janitorial Service
- 4. 20 Years Industry Experience with Green Cleaning
- 5. English & Spanish speaking

Yaneisy Valdes

1. 15 Years of Industry Experience, 11 with Image Companies
2. Human Resources / Accounting
3. 6 Years Industry Experience with Green Cleaning

Ray Valentin-

1. 10 Years of Industry Experience, 5 with Image Companies
2. Inventory, Warehouse & Supplies Manager
3. English & Spanish speaking

B



Janitorial Services meeting your
needs, exceeding your expectations

561-844-8778

www.imagecompanies.com

Providing quality dependable
services since 1987



Building
Service
Contractors
Association
International





Why Image Janitorial Services

- **Fervently Customer Driven.**
- **Your property management partner.**
- **Ready to serve you instantaneously 24/7.**
- **Utterly devoted to quality.**
- **Leaders in promoting indoor air quality and [disinfection services](#).**
- **Locally owned and managed.**
- **A strongly people-oriented company.**

Special Projects

- **Carpet Care:** State of the art equipment and knowledgeable technicians can get your carpets clean, even high traffic areas. We can also Scotch guard your upholstery and carpets to help keep them clean.
- **Floor Refinishing:** Linoleum, Vinyl, Marble, and Terrazzo floors can look their very best with a maintenance program the Image Companies. Providing a clean polished look that protects too.
- **Water Damage Restoration:** Rapid state of the art de-flooder, high velocity air movers, ozone machines, commercial grade dehumidifiers. We are an IIICRC - Certified flood restoration firm, which means we are qualified to return your building or office to its pre-loss condition.
- **Paper Products & Janitorial Supplies:** With over 7,000 items in stock it's easy one stop shopping for office, hotel, restaurant and janitorial supplies. We offer fast friendly service with competitive prices to meet your individual needs.
- **Consulting:** With our 20 years of combined experience we can set up an in-house cleaning program for your facility. We can help with technical training of your staff, establish proper labor schedules, increase productivity & help control costs.

Some of Our Clients



Aberdeen

City of Fort Lauderdale

Parks & Recreation



City of Oakland

City of Sunrise

Douglas Elliman Real Estate

Harbour Ridge Country Club

Jupiter Ocean & Racquet Club



Mizner Country Club

Morganti Group

Palm Beach Polo Golf & Country Club



Polo Club Boca Raton

Town of Davie

Wycliffe Country Club





1750 North Florida Mango Road
Ste 103
West Palm Beach, Florida 33409
(561) 844-8778 • Fax (561) 844-8986

Item 6.

Janitorial Services meeting your needs, exceeding your expectations

What Is Electrostatic Disinfection?

Electrostatic spray surface cleaning is the process of spraying an electrostatically charged mist onto surfaces and objects. Electrostatic spray uses a specialized solution that is combined with air and atomized by an electrode inside the sprayer. Subsequently, the spray contains positively charged particles that are able to aggressively adhere to surfaces and objects. Because the particles in the spray are positively charged, they cling to and coat any surface they're aimed at. For awkwardly shaped objects or hard to reach places, cleaning staff only have to point and spray; the nature of the mist allows it to coat surfaces evenly, and envelope objects—even if the mist is only sprayed from one side. After the spray is applied, the sanitizing agent works to disinfect the covered surfaces. For this reason, electrostatic spray is an excellent solution for germ and contaminant ridden areas.

How Does Electrostatic Disinfection Work?

Electrostatic spray is electrically charged, allowing the appropriate sanitizers or disinfectants for Fungi, Bacteria and Viruses. For disinfectants to wrap around and evenly coat all types of surfaces for a more complete clean. As the chemical exits the electrostatic sprayer, it's given a positive electrical charge. Because the particles in the spray are positively charged, they cling to and coat any surface they're aimed at. The droplets then become attracted to all negative surfaces, covering the visible area, underside and backside, with the sanitizing agent. For awkwardly shaped objects or hard to reach places, cleaning staff only have to point and spray; the nature of the mist allows it to coat surfaces evenly, and envelope objects—even if the mist is only sprayed from one side. After the spray is applied, the sanitizing agent works to disinfect the covered surfaces. For this reason, electrostatic spray is an excellent solution for germ and contaminant ridden areas.

Is Electrostatic Spray Disinfection Right For My Business?

- Reduces the time it takes to cover and disinfect all surfaces and hard-to-reach places by 50% compared to conventional methods
- Improves infection control and the spread of viruses such as influenza, MRSA, HIV and SARS-2 many others
- Applies chemicals in a more efficient, controlled manner, eliminating the dangers of overuse
- Prevents costly financial burdens associated with contagious healthcare infections

For desktops, floors and walls that need to be absolutely spotless, electrostatic spray cleaning is the best option. The same goes for equipment and hard to reach places; if a piece of equipment is heavily trafficked, electrostatic spray cleaning in the most comprehensive way to remove germs and dirt.

www.cdc.gov/coronavirus/2019-ncov/

Interested in learning more on our Electrostatic Disinfection/Sanitizing Technology and how this and/or other options may benefit your building or homes? Call us. We can help keep your people and loved-ones safe and healthy. As well as minimizing your liability and giving you peace of mind.

Coronavirus [COVID-19] Standard Operating Procedure

Due to the current COVID-19 outbreak, we want to explain what Image Companies, Inc. can provide for property owners.

General Cleaning May Reduce Spread of Pathogens:

There is no way to fully prevent viral infection spread. Although spaces may be cleaned, there are no guarantees on total disinfection. “Preventative” cleaning is not a valid concept but vigilant wash down of touch-prone surfaces is recommended by the CDC and other health authorities. Wetting surfaces with a hospital grade, EPA-certified disinfectant is part of the process. Commonly touched areas are targeted for this cleaning process.

If your property does not have confirmed coronavirus exposure, we may be able to offer these “wet-down/wipedown” procedures. Realize this work can be done by your own staff or regular maintenance staff, however if you do not have enough resources we can help you.

Confirmed or Suspected Infection Case Requires Trauma/Biohazard Team:

If a confirmed case exists in a building then we can provide a highly trained, specialized team that can perform disinfection services. These teams have extensive experience working in contaminated environments and are fit tested and certified to wear the proper protective equipment. The standard operating procedure in a confirmed/suspected infection scenario is similar to general cleaning but is more extensive. The first step is a disinfecting wet down of all touch-prone surfaces. Once complete, a process called SteraMist is applied. This is a hydrogen peroxide based solution known to kill viruses applied with an electrostatic sprayer.

Most commonly treated areas are:

- Entrances and lobbies
- Elevator cabs
- Doors, frames and handles
- Light switches
- Public interior space
- Hallways/Stairways

While availability of crews and resources is constantly changing day by day, please reach out to us if the need arises and we can help you and prioritize needs for the affected property. No restoration company can guarantee 100% eradication of the virus or prevent re-infection of a property. We are following best practices and process as recommended by local and federal health authorities.

Resources:

Below is a list of resources that are available on the subject:

Florida Department of Health’s COVID-19 Webpage: <https://floridahealthcovid19.gov/>

Centers for Disease Control and Prevention Webpage: <https://www.cdc.gov/coronavirus/2019-ncov/>

Centers for Disease Control and Prevention Webpage: <https://www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html>

Proactive Cleaning to Minimize the Transmission of Emerging Viral Pathogens (including Coronavirus)

This is a general guideline for the proactive cleaning and disinfecting of surfaces to minimize the transmission of emergent viral pathogens including coronavirus disease 2019 (abbreviated “COVID-19”). This guide may be superseded by federal, state and local regulations. It is recommended before commencing any work that you contact your pollution insurance and workers compensation insurance provider to confirm coverage for emerging pathogen type work.

About Coronavirus

According to the U.S. Centers for Disease Control (CDC), coronaviruses (CoV) are a large family of viruses that cause illness ranging from the common cold to more severe diseases such as Middle East Respiratory Syndrome (MERS-CoV) and Severe Acute Respiratory Syndrome (SARS-CoV). A novel coronavirus (nCoV) is a new strain that has not been previously identified in humans. CDC is responding to an outbreak of respiratory disease caused by a novel (new) coronavirus that was first detected in Wuhan City, Hubei Province, China and which has now (as of this publication) been detected in 60 locations internationally, including cases in the United States. The virus has been named “SARS-CoV-2” and the disease it causes has been named “coronavirus disease 2019” (abbreviated “COVID-19”).ⁱ The CDC has setup a [Coronavirus Disease 2019 \(COVID-19\) Situation Summary](#) page to provide updated information as it becomes available, in addition to updated guidance.

The CDC has also provided information about how the virus potentially spreads. This is important knowledge for those creating cleanup plans for individual buildings and facilities. According to the CDC, their current understanding about how COVID-19 spreads is largely based on what is known about similar coronaviruses. COVID-19 is a new disease and there is more to learn about how it spreads, the severity of illness it causes, and to what extent it may spread in the United States. The virus is thought to spread mainly from person-to-person. This could be between people who are in close contact with one another (within about 6 feet) or through respiratory droplets produced when an infected person coughs or sneezes. These droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs. It may be possible that a person can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose, or possibly their eyes, but this is not thought to be the main way the virus spreads.ⁱⁱ

Scope of Cleanup Protocol

This proactive cleanup protocol involves a customer that is requesting facility or structure cleaning and disinfection and the customer states that there is NO active known threat of SARS-CoV-2 contamination or exposure. This would be a proactive cleaning action driven from current, active events. In this scenario, the facility can be cleaned using the general guidelines provided within this document.

Please note that these are general guidelines only. Building and spaces greatly differ. Each location will require individual planning.

The scope of work will be created and agreed upon by the customer and the Image Companies to ensure a set of agreeable expectations. The customer needs to acknowledge that cleaning and disinfecting will only apply to the current state of the structure and contents. This should be documented with the [Request for Proactive Cleaning to Minimize the Transmission of Emerging Viral Pathogens \(including Coronavirus\)](#) form. The structure would not be protected from future SARS-CoV-2 contamination if an infected person was to enter and occupy the building.

Exclusions to Cleanup Protocol

Beyond the scope of this cleanup protocol is a situation involving a Person Under Investigation (PUI). A PUI includes someone who is involved in a quarantine situation or has come in contact with someone who has been in a quarantine situation. Also, beyond the scope of this cleanup protocol is a situation involving a confirmed positive case of SARS-CoV-2. In both these situations, it is advised to not perform any work without contacting the proper governmental agency (CDC, Health Department, etc.). In these situations, the protocol/scope needs to be provided by the presiding governmental agency. Do not perform this work without that oversight in place.

Cleanup Scope of Work and Planning

The CDC encourages cleaning of high touch surfaces such as counters, tabletops, doorknobs, bathroom fixtures, toilets, phones, keyboards, tablets, and tables at a minimum.ⁱⁱⁱ These same surfaces are mentioned in the CDCs guidance for commercial spaces as well.^{iv}

Cleaning removes the soil and dirt that harbors the infectious agents, while disinfecting kills the remaining environmental pathogens.^v Cleaning is a necessary first step in disinfecting a surface. Both cleaning and disinfecting must be a part of your scope of work and plan.

Surfaces to consider for cleaning and/or disinfecting based on porosity would include but are not limited to:

Kitchen/Food Areas	Bathrooms	Classrooms	Offices
<ul style="list-style-type: none"> • tables and chairs • countertops • cabinets and pulls • doorknobs • floors-hard surfaces/wood • mats • food contact surfaces • light switches • paper towel/napkin dispensers • push doors 	<ul style="list-style-type: none"> • bathroom stalls • countertops • cabinets/vanities and pulls • doorknobs • floors-hard surfaces/wood • handrails • light switches • paper towel/napkin dispenser • sink hardware • sinks • soap dispensers 	<ul style="list-style-type: none"> • book covers and binders • carpets • chairs • computer equipment • countertops • doorknobs • floors- hard surfaces/wood • light switches • small hard surface items • light switches • mats 	<ul style="list-style-type: none"> • carpets • chairs • telephones • computer equipment • countertops • doorknobs • floors- hard surfaces/wood • light switches • rugs • shared office equipment • tabletops/desktops • water fountains

- salt and pepper shakers
- sink hardware
- soap dispensers
- tabletops
- toilets
- diaper changing station
- paper towel/napkin dispensers
- rugs
- sink hardware
- sinks
- soap dispensers tabletops/desktops

Retail Space

- shelving
- racking
- displays
- mannequins
- packaged inventory
- carpets
- fitting room stalls
- chairs
- telephones
- computer equipment and registers
- sales counters
- doorknobs
- floors- hard surfaces/wood
- light switches
- rugs
- tables
- water fountains

Hallways

- carpets
- diaper-changing pads
- diaper-changing tables
- doorknobs
- floors- hard surfaces/wood
- handrails
- light switches
- playground equipment
- rugs
- water fountains

Other

- Fitness equipment
- Lamps
- Storage bins
- Shelves and racking
- Lockers
- Stair handrails
- Elevator cars

Some items may need to be pretested to determine if cleaning and disinfecting is possible without causing damage. Be cautious of valuable pieces of art; some cleaning processes could cause damage to these items.

Personal Protective Equipment (PPE)

Personal protective equipment (PPE) should be selected and used to maintain worker health and safety.

Doffing procedures should be established and adhered to throughout the cleaning and disinfecting process. Cleanup personnel should don PPE prior to engaging in cleaning and disinfecting surfaces, and/or manipulating contents.

During the cleaning and disinfecting process, cleanup personnel should keep their PPE on while working in the space. Cleanup personnel should avoid touching their face while working to limit dermal exposure.

Doffing procedures should be established and adhered to throughout the cleaning and disinfecting process. When removing PPE and other soiled materials, do not allow the outer surfaces of PPE and other soiled material to contact bare skin. Wash hands with soap and water for at least 20 seconds after exiting the workspace.

Cleanup Procedures

These procedures focus on the critical role cleaning plays in preventing the transmission of viruses. Cleanup procedures may vary depending on the environment, but the general guideline includes [1] cleaning of porous and non-porous surfaces, [2] disinfecting of non-porous surfaces, [3] cleaning and disinfecting of equipment, tools, and/or supplies used for cleanup process, and [4] disposal of waste.

1. Cleaning of Porous and Non-porous Surfaces

The CDC describes cleaning as removing germs, dirt, and impurities from surfaces or objects. Cleaning works by using a detergent and water to physically remove germs from surfaces. This process does not necessarily kill germs, but by removing them, it lowers their numbers and the risk of spreading infection.^{vi}

Some materials cannot be cleaned with detergent and water without being damaged. For this reason, paper and paper products are not able to be cleaned and/or disinfected. Cleaning methods typically used on water sensitive materials such as vacuuming or dry sponging would not be capable of removing enough soil and residue to be effective.

Porous materials like carpet, area rugs, upholstered items, and draperies that are not water sensitive, can be wet cleaned using a Hot Water Extraction or Deluxe Preconditioner and Rinse method.

Non-porous materials like hard surface floors, cabinets, countertops, doorknobs, and plumbing fixtures can be wet cleaned using a variety of Image Companies hard surface cleaners (general purpose cleaners) and cleaning methods.

2. Disinfecting of Non-porous Surfaces

The CDC describes disinfecting as killing germs on surfaces or objects. Disinfecting works by using chemicals to kill germs on surfaces or objects. This process does not necessarily clean dirty

surfaces or remove germs, but by killing germs on a surface after cleaning, it can further lower the risk of spreading infection.^{vii}

Not all surfaces can be disinfected. Because of the porosity of some materials, disinfection is not possible. This includes carpet, area rugs, upholstered items, and draperies.

Non-porous materials like hard surface floors, cabinets, countertops, doorknobs, and plumbing fixtures can be disinfected using a variety of disinfectants within the Image Companies product line.

Currently there are no disinfectants that have been tested specifically for this particular emerging viral pathogen. The CDC recommends usage of a labeled Hospital Grade disinfectant with claims against viruses similar to SARS-CoV-2.

Hospital-grade disinfectant that has demonstrated effectiveness against viruses similar to SARS-CoV-2 on hard, non-porous surfaces. Per the CDC, this product can be used against SARS-CoV-2 when used in accordance with the directions for use against Norovirus Feline Calicivirus and Canine Parvovirus, Strain Cornell-780916, ATCC VR- 2016 on hard, non-porous surfaces. Currently has EPA-approved claims for Feline coronavirus (Strain WSU 79-1683, ATCC VR 989) and Canine coronavirus (Strain 1-71, ATCC VR-809). As with all emerging-type pathogens, proper PPE use is of the utmost importance.

These disinfectants are normally applied using a spray bottle, pump-up sprayer, electric sprayer, or ULV Mister and must dwell on the surface for 10 minutes. Once again, follow label directions for the specific disinfectant being used.

The CDC encourages the use of disinfecting wipes on electronic items that are touched often, such as phones and computers. Pay close attention to the directions for using disinfecting wipes. It may be necessary to use more than one wipe to keep the surface wet for the stated length of contact time. Make sure that the electronics can withstand the use of liquids for cleaning and disinfecting.^{viii}

3. Cleaning and Disinfecting of Equipment, Tools, and/or Supplies Used for Cleanup Process

Any equipment, tools, and/or supplies used for the cleanup process must be cleaned and disinfected using the cleaning methods described in step 1 and 2. This is to ensure that potential contamination is not moved to other parts of the structure.

4. Disposal of Waste

All used gloves and disposable respirators should be bagged within the work area. As of the date of this publication, waste can be disposed within your franchise dumpster. Cleaning towels should be bagged separately and taken back to the franchise location for laundering.

Recommendations for Property Owners

Beyond the cleaning performed by the provider, property owners must understand that persons infected with the SARS-CoV-2 virus and/or COVID-19 that enter their property will potentially infect others and deposit the virus on surfaces.

According to the CDC, the virus is thought to spread mainly from person-to-person. This could be between people who are in close contact with one another (within about 6 feet) or through respiratory droplets produced when an infected person coughs or sneezes. These droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs. It may be possible that a person can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose, or possibly their eyes, but this is not thought to be the main way the virus spreads.^{ix}

The CDC has setup a webpage titled [Preventing COVID-19 Spread in Communities](https://www.cdc.gov/coronavirus/2019-ncov/about/transmission.html) which addresses homes, childcare and K-12 schools, colleges and universities, work environments, healthcare settings, and large community events and mass gatherings.

For business purposes, the CDC recommends routine environmental cleaning. This should include routinely cleaning all frequently touched surfaces in the workplace, such as workstations, countertops, and doorknobs; and provide disposable wipes so that commonly used surfaces (for example, doorknobs, keyboards, remote controls, desks) can be wiped down by employees before each use.^x For structures that utilize an internal or external janitorial crews, it is recommended that they follow proper cleaning protocols established by the CDC.

ⁱ <https://www.cdc.gov/coronavirus/2019-nCoV/summary.html>

ⁱⁱ <https://www.cdc.gov/coronavirus/2019-ncov/about/transmission.html>

ⁱⁱⁱ https://www.cdc.gov/coronavirus/2019-ncov/hcp/guidance-prevent-spread.html?CDC_AA_refVal=https%3A%2F%2Fwww.cdc.gov%2Fcoronavirus%2F2019-ncov%2Fguidance-prevent-spread.html

^{iv} <https://www.cdc.gov/coronavirus/2019-ncov/specific-groups/guidance-business-response.html>

^v <https://www.issa.com/infectionprevention>

^{vi} <https://www.cdc.gov/flu/school/cleaning.htm>

^{vii} <https://www.cdc.gov/flu/school/cleaning.htm>

^{viii} <https://www.cdc.gov/flu/school/cleaning.htm>

^{ix} <https://www.cdc.gov/coronavirus/2019-ncov/about/transmission.html>

^x <https://www.cdc.gov/coronavirus/2019-ncov/specific-groups/guidance-business-response.html>



24/7 Emergency Service Licensed and Insured All Work Guaranteed

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C



FREQUENCY DRIVEN PROGRAMS

Image Janitorial Services is not in the business of playing catch up cleaning. We are in the maintenance business. In order to maintain a high level of service we have provided a program which sets frequencies and set days / dates for service items to be addressed. Each frequency driven item will be set up in the Image Work Ticket System. This ticket identifies and directs staff on the who, what, where, when and why a service is to be done. Our Account Managers use these established systems to keep your buildings clean at all times. We do not wait for any specific item to be dirty, we maintain it at all times.

SUPERVISION



The key to a successful janitorial program is supervision. There are many words for it: Trust but verify, inspect what you expect etc. Simply put we check our employees. All programs are set up with a Lead janitor for daily execution and supervision of staff. In addition, there will be a permanently assigned Account Manager who will work with lead and Staff to ensure quality. The Account Manager will also meet with the client on scheduled basis to address client concerns, receive feedback and identify opportunities for service.

All clients will have multiple ways to relay information and requests.

1. Account Manager Cell Phone
2. Account Manager Email
3. Image Corporate Office Operations Clerk - The Operations Clerk works in support of the Account Manager to schedule special services, receive and dispatch client concerns to the Account Manager and ensure clients communications are promptly dealt with.
561-844-8778 Ext 0
4. Clients may also email to correspondence and requests to
operationsclerk@imagecompanies.com or tracking@imagecompanies.com

D

Work Plan and Project Management Strategy

Management of The Town of Lake Park begins with the right hire. Image Companies have an intensive hiring process that begins with the Application process. The application is entered into the Image Applicant Insight Program. This software program unique and proprietary to Image Companies allows us to review each applicant for 15 different factors that we have determined are crucial to a good hire, a long-time employee, and ultimately a satisfied client. The Image Applicant Insight program will allow us to examine and review each applicant's experience in the janitorial field, language and writing abilities, workload and time availability, location and traveling ability as well as many other factors. This information which is reviewed for each potential applicant and job opening is invaluable in assisting in making the right hire.

Once hired all Image employees have a background check both locally and statewide and all Image Employees are processed through the Federal Department of Homeland Security. Once each employee has passed our background check and it is verified that the employee is legally authorized to work in the United States through the Department of Homeland Security, a well-informed hire is made. Once the employee is hired and before any Image employee is placed on any job site; Each Image employee must attend Image Academy. Image Academy is classroom training where all employees are trained in the Image way of providing daily services to all Image clients.

All Image employees must attend these classes at the beginning of their employment and throughout their tenure with Image. Regularly scheduled classes are mandatory for all Image employees.

Topics of Discussion are:

- a) Basic Janitorial Services
- b) Restroom Care
- c) Office Cleaning
- d) Green Cleaning
- e) Chemical Handling and Usage
- f) Floor and Carpet Services
- g) Communications
- h) Safety, Ladder Safety, Chemical Safety, and Blood Born Pathogen Protocol.

Prior to being assigned a permanent Jobsite each Image employee must take and pass a 90-question final exam. This examination allows us to review each employee's retention of the material and to determine what may need to be reviewed and also what specific job functions or roles each employee may be best suited for. Each employee has been screened and properly trained they are then placed on the job site where Image Team Management Software assists all Image employees from Administration to the front-line janitorial staff member to provide the best possible services for each and every Image Client. 1-Time & Attendance is a valuable tool that will allow Image to provide regular and real-time reports to the Janitorial Services as required by the EPW.

In recent years, businesses have been faced with stiff regulations in regard to accurate timekeeping records to document hours worked. Our automated time and attendance solution is vital to fully document Image Companies' compliance with the requirements of the Janitorial Services as well as Department of Labor standards. Image Time & Attendance is a versatile, robust, time and attendance suite that meets the diverse needs of our clients. It can completely automate timekeeping processes, saving valuable time and providing necessary information easily.

Telephone Timekeeping

How it Works

When the Image employee arrives at the job site, he/she uses a designated touch tone telephone to call into the Image Time and Attendance number. The system greets the employee, asks for a unique employee number and presents the employee with several options for clocking in or out. The employee is then asked for the job number which he or she is working at. The employee selects the appropriate option and hangs up the phone. The entire process is quick and easy for the employee.

Features & Benefits

Location verification with Caller ID – We know where our employees are clocking in and out from.

- In the job set up, Image is able to enter a valid list of phone numbers from which the employee can check in and out.
- When an employee places a call to Image Time and Attendance system to start or end a shift or check in or out for lunch, the system uses Caller ID to compare the number in the job file to the number on the incoming call.
- If the two numbers do not match, Image Time and Attendance flags this record and alerts the designated supervisor immediately according to preset preferences we have built per the Janitorial Services preferences per the RFP or discussions with Janitorial Services which it determines the most advantageous.

Alert Notifications – We find out about problems at the job 1st and quickly.

- Image Time and Attendance's sophisticated notification system will alert appointed employees in our organization to attendance discrepancies such as tardiness, absences, and caller ID mismatches.
- All supervisors and Acct Managers have the option to be notified via e-mail page or with a message in our individual voice mailbox.
- Notification tolerances are configured based on Janitorial Services Schedule. For example, Image could wait 10 minutes after the shift start time before notifying a supervisor of an absence or it could wait 5 minutes – the options are virtually limitless.
- Settings can vary by job, location, schedule, day, employee, and or client preference as well for ultimate flexibility.

Integrated voice messaging – provides a friendly communication tool for employees and supervisors.

- All employees with access to Image Time and Attendance have their own voicemail box.
- Employees can leave messages for supervisors and vice versa. Bilingual ability – Standard English and Spanish prompts; Voice Verification – Prevent employees from clocking in and out for each other in between travel time between jobs

After winning new business, how do we ensure that the schedule you committed to in the contract is executed? How do you track one-time tasks and project work? The Work Scheduling program provides a solution for all of these challenges.

- After being awarded the new business, information about the new customer flows directly from our Bid Module into the Work Scheduling program for minimal data entry. This information would be updated and verified at the Kick-off Meeting if not sooner.
- Tracks periodic and project work for each job to ensure that no task ever gets missed. As tasks and contract responsibilities become due a work ticket and report are generated for each task due. Each work ticket and report are distributed to the Image employee and supervisor responsible for the completion of the work.
- The Win Team software includes over 500 industry-standard tasks with built-in work descriptions. However specific work descriptions can be added or amended to ensure that specific Janitorial Services concerns/requests are executed correctly.
- Work descriptions can be modified and customized. These work descriptions will also print directly on work tickets for the Client and employees to review.
- Events can be entered as one-time or recurring tasks. Many recurring frequencies are available, including daily, weekly, bi-weekly monthly, quarterly, semi-annually, and certain days of the week. Win Team can also specify a custom frequency.
- Billable and non-billable items are tracked.
- After the task is scheduled, Win Team will remember based on the frequency specified. Work tickets will be generated for employees to complete. If the task is billable, after the work ticket is marked as "Complete," the billing details are available in the Accounts Receivable invoicing module for immediate billing.

This program also contains an interactive calendar for all scheduled work. The calendar has multiple views, including daily, weekly, and monthly views. In addition, multiple filters exist so that you may focus on a particular customer, service location, crew, or type of task, to allow for accurate forecasting and planning to manage specific duties easily.

From the Account Manager, down to the Supervisor level users can:

- View employee contact information
- Review & approve timekeeping information for payroll
- View & print management reports
- View scheduled work at job sites
- Request additional work on behalf of customers
- Approve requested work from customers
- Complete Work Orders

In addition to scheduling and tracking all tasks, the Win Team has the ability to budget and track all revenue and expense associated with a particular task or project to analyze the task or project. This is a very powerful tool to help you refine the way extra work or special projects are priced, the way pricing for specific duties is determined and most importantly allow Image to be efficient, and proactive and help The Town of Lake Park save money. In addition, it is extremely effective in tracking and complying with the LEED reporting requirements.

Compliance Tracker:

- Training requirements will also be tracked in the Compliance Tracker of Image Operation Management Software
- Alerts employees and managers of due dates via e-mail

Equipment Tracker

Inventory Management

Inventory supplies are a large cost of doing business. If Image is not effectively monitoring supplies and their associated costs, it is possible that the costs associated with keeping the Janitorial Services would be inflated. Reporting requirements such as chemical and equipment purchases are easily tracked, retrieved, and reported with ease.

The Image Operations Management Software Inventory module allows Image to enter all of the different products used in maintaining your property.

- Each item has its own master file record
- Track warehouse information, quantities on hand, and re-order levels
- You can also store quoted prices from your vendors for each item to have on file
- When an item is sold, used at a job site, or drop-shipped, each step of the transaction is tracked closely
- Details such as who requested the item, who approved the request, the date, the pricing details if needed, the associated service location and the status of the request is tracked.

All material costs are tracked closely at the job level, which gives both Image and the Janitorial Services great insight into the material cost at each job but most importantly it will ensure that both Image and Janitorial Services are in compliance.

E

Staffing and Cleaning Responsibilities

The daily cleaning and staffing for the Town of Lake Park will be performed by permanently assigned staff to a designated area. Image Companies Supervisor and Manager will verify that every employee has proper knowledge of the assigned area to be cleaned and under no circumstance, employees are authorized to clean other areas without prior authorization from Supervisor and Manager. In the event of staff being absent, the on-call staff will be placed in a position to cover those specific areas until the assigned permanent employee returns to his/her daily duties.

Additional Quality Control Inspector* Each Image Account is randomly selected for inspection. The Town of Lake Park will have a minimum of 2 days per week of unannounced Quality Control Inspection. All inspections are submitted directly to the Image office for review and processing. All necessary corrections and score reviews are shared within 24 hours of inspection with the Area Manager and Supervisor to be shared with Image staff for feedback, correction, and training.

This schedule allows each Image staff to clean a designated area of approximately 15,000 square feet during the 4 Hour shift or approximately 3750 per hour. This allows for the setup and breakdown of supplies and equipment, incidentals, and ultimately a schedule that will allow for proper cleaning per the specifications. In addition, it allows the supervisor to be just a supervisor, ultimately leading to a better-finished product daily.

In addition, Image will staff and train 5 additional staff members for staff coverage due to illness; emergency, and or requested days off. With the additional staff, Image will be able to meet not only the staffing requirements but also have staff available for specialty work and or Supervisory requests for additional staff to maintain the Town of Lake Park as necessary.

All staff will be directed by the Assigned Area Manager in conjunction with the Assigned Supervisor. With the daily work tickets, reports, and recurring service schedule which is dictated by the RFP and built into the Image Operation Management Software both the Area Manager and Supervisor will be able to direct staff to duties and responsibilities per the desired frequency (Daily, Weekly, Monthly, Quarterly, Semi-Annually and Annually). This is at minimum per the RFP but with trained supervision, each Area Manager and Supervisor will have the ability to request additional special services thru the Win Team system to ensure The Town of Lake Park's satisfaction. These regularly scheduled services and any additionally requested services are all available for review by both Image and Town of Lake Park staff.

Quality Control and Correction

The Town of Lake Park cleaning staff will be scored for quality daily by the Supervisor and Lead assigned to oversee the daily cleaning. This will ensure quality and consistency. However, Image believes that additional oversight is necessary for the success of Image at the Town of Lake Park. Image will supply the Town of Lake Park cleaning staff with unannounced Quality Control Inspections. All inspections are submitted directly to the Image office for review and processing. All necessary corrections and score reviews are shared within 24 hours of inspection with the Area Manager and Supervisor to be shared with Image staff for feedback, correction, and training. *(Note-Quality Control Inspector is not part of the minimum requirements for The Town of Lake Park this is customary on all Image job sites and believe this additional step allows Image to provide better services for our clients. Image client retention is 7x the industry average. The industry average is 18 months for Client retention. Image client retention is 7 years) *

Day Time Porters:

Day Time Porters assigned for The Town of Lake Park will follow all the Cleaning Specifications given by The Town of Lake Park by area and by time.

Day Time Porters placed on the job site will go thru our training class. Routine service during the daytime has a different approach than the services at nighttime. Day Time Porters will be bilingual, and we enforce the dress code.

Management:

Location and Service Area

Image Companies has our Corporate office located in West Palm Beach, Florida. Client / Prospective Clients Tours of the Image Offices are available. Meet the staff and see our Operations Center, Inventory Warehouse, Image Academy Training and much more. Image has 1 hour response time to all locations within our service area. Our entire staff will be hired locally including all janitorial, Specialties Service Teams. Most importantly Image Companies services rest above all else on the staff assigned.

The following staff would be directly assigned to the Town of Lake Park.

Tim Wilson- 25 Years of Industry Experience, 25 with Image Companies
Member of BOMA, USGBC, BSCAI, Certified IICRC (Institute of Inspection, Cleaning and Restoration) - Commercial Janitorial Services, Water and Fire Damage Restoration, Carpet Care and Spot Cleaning, Odor Control, 10 Years of Industry Experience with Green Cleaning

Paul Saavedra- 20 Years of Industry Experience, 20 with Image Companies
Member of BSCAI (Building Service Contractors of America
IICRC (Institute of Inspection, Cleaning, and Restoration) - Quality Control, Commercial Janitorial Service
10 Years of Industry Experience with Green Cleaning
Bi-lingual (Spanish and English)

Finally, Image will 100% self-perform the Eco-Friendly Cleaning of the Town of Lake Park. There will be no subcontractor(s) used to provide any services.

F



Image Janitorial Services - Staffing

We're your partner in building management. We'll work with you to make sure your building is clean and orderly. Our people are well trained, trustworthy, and our management is well organized. We'll do the job right, on time, and on budget.

We interview and thoroughly screen candidates for ability, character and temperament. We consider only those candidates with proper work credentials based on satisfactory work history of previous and present employers as well as qualifications. We verify all employees through local and statewide background checks via the Florida Department of Law Enforcement, The Division of Motor Vehicles, The Florida Division of Workers Compensation and The Department of Homeland Security and its E-Verification System. We are knowledgeable in matters affecting the hiring of personnel, including naturalization and immigration laws.



We staff a new building from four sources:

- Existing employees working at the building ONLY if they meet the strict standards of Image Janitorial Services, Inc.
- We find this approach minimizes the learning period. The current contractor's employees, whom we may hire after screening, interviewing testing and evaluating their performance, will be trained in our techniques and procedures through a required on site classroom training class.
- Current Image Janitorial employees at other locations. We know they do a great job already and have the track record to prove it; and
- Most importantly, we often hire based on referrals by Image Janitorial employees.



All staff is required to wear an Image shirt, an ID badge, khaki pants, a black belt and black OSHA approved shoes.

Training & Continued Education

All new employees receive in depth training to ensure that the high standards expected by Image Janitorial Services, Inc and its clients are maintained.



Image Janitorial Employee Training Program

Outlines employee training and ensures no steps are omitted thru classroom training, video training, practical applications, chapter quizzes and a final exam. A mini boot camp for all em-ployees.



Classroom Training:

1. Cleaning methods and specifications.
2. Types of and operation of equipment.
3. Chemicals and their safe use including Material Safety Data Sheets (MSDS), Blood Borne Pathogen Programs.
4. Customer relations.
5. Security Procedures



Testing:

After all employees have successful completed the Classroom training which includes a comprehensive final exam, all employ-ees are then assigned to a jobsite for their continued education.



On site training: Training Continues...

1. New employees are assigned an area, group or task always with an on-site supervisor.
2. The supervisor on site works with and instructs new employees to meet customer specifications.
3. Inspection and oversight is vital to quality training.

G

All Upon Request:

1. Image Policy – Security Procedures & Image Training Manual
2. Image Hurricane Policy & Family Plan
3. Training Environmental Health & Safety
4. Training – Bloodborne Pathogen Training
5. Training – Safety is Everybody's Business

H



Quality Control ScoreCard Quaterly Walk - Through Report

Jobsite # / Jobsite Name	Inspected Prior to Cleaning	
Date of Evaluation: / / Time : am/pm	Inspected Post Cleaning	
Inspection Performed by: (Print Name)	Client Late Workers	

Office Areas , Multi Use, Dining Room**Area Inspected** _____

(110)

- 1) Floors(Vacuum, Mop)
- 2) Carpets
- 3)Recycling Containers
- 4) Trash Cans
- 5) Glass (Doors, Tables, Wndws)
- 6) General Dusting (Desks, Workstation)
- 7) Windowsills, Picture Frame
- 8) Chairs, Chair Bases
- 9) AC Vents
- 10) Baseboards (Corners & Edges)
- 11) Finishing

Total Score

Restrooms**Area Inspected** _____

(100)

- 1)Floors
- 2)Wall, Partitions
- 3)Fixtures (Sink)
- 4)Fixtures (Toilet)
- 5)Mirrors
- 6)Fans/ AC Vent
- 7)Dispensers
- 8)Doors and Door Jams
- 9)Toilets Bowls, Urinals
- 10)Countertops

Total Score

Lobby Entry (Interior & Exterior)**Area Inspected** _____

(110)

- 1) Floors (Vacuum, Mop)
- 2) Glass
- 3) Elevator Cabs /Metal
- 4) Elevator Tracks
- 5) Directories
- 6) Dusting
- 7) Doors and Door Jams
- 8) Trash/Cigarette Urn
- 9) Track Off Mats
- 10)Water Fountains
- 11)Stairs and Railings

Total Score

Cafeteria, Kitchens**Area Inspected** _____

(100)

- 1)Floors (Kitchen)
- 2)Floors (Dining Area)
- 3)Floors (Bar Area)
- 4)Grill Hoods
- 5)Walls
- 6)AC Vents
- 7)Metal Work
- 8)Vending Areas
- 9)Kitchen Mats
- 10)Floor Drains

Total Score

Image Operation Items**Area Inspected** _____

(100)

- 1)Light Fixtures
- 2)Frequency Books
- 3)Equipment
- 4)Janitor Closets
- 5)MSDS Posted
- 6)Specifications Posted
- 7)Job # Posted
- 8) Emergency Office # Posted
- 9)Dumpster
- 10)Employee Uniform / ID Worn

Total Score

Area Inspected _____

(110)

- 1) Floors(Vacuum, Mop)
- 2) Carpets
- 3)Recycling Containers
- 4) Trash Cans
- 5) Glass (Doors, Tables, Wndws)
- 6) General Dusting (Desks, Workstation)
- 7) Windowsills, Picture Frame
- 8) Chairs, Chair Bases
- 9) AC Vents
- 10) Baseboards (Corners & Edges)
- 11) Finishing

Total Score

Specialty Services**Area Inspected** _____

(100)

- 1)VCT Tile
- 2)VCT Tile Corners / Edges/ Baseboards
- 3)Ceramic Tile
- 4)Ceramic Tile Corners/Edges/Baseboards
- 5)Carpet (Full cleaning / Spotting)
- 6)Window Interior
- 7)Window Exterior

Total Score

RECOMMENDED SERVICES:

1) Floor Services

- a) Scrub/Recoat
- b) Strip/Wax

2) Carpet Cleaning

- a) Steam Clean

3) Restrooms

- a) Steam Clean
- b) Scrub

List of Deficiencies

Item 6.

- 1) 2)
- 2) 3)
- 3) 4)
- 4) 5)
- 5) 6)
- 6) 7)
- 7) 8)
- 8) 9)
- 9) 10)
- 10) 11)
- 11) 12)
- 12) 13)
- 13) 14)
- 14) 15)
- 15) 16)
- 16) 17)
- 17) 18)
- 18) 19)
- 19) 20)

1-All Fields must be Filled out.

2- Inspect an Area and Enter the Score

10- Excellent 5-Fair 1-Unacceptable

Total Evaluation Points>>>>>>>>>>

3-Total Evaluation Points and Possible Points.

Divide to Get Quality Control Score

Divided by Total Possible Points>>>>>>

4- Any Score Below 92 is Unacceptable. Direct Staff on Areas which need Improvement. Hand In QC Scorecard for Recording to Operations Clerk.

Equals Performance Percentage>>>>>

Image Companies

Date To Start: All Dates

Review Date: All Dates

Discontinue Date: All Dates



Job File

03/22/16 10:16:53 AM

Job Number	Job Name	Region	Branch	Square Footage	Active:	Customer Type	Address	City	SalesPerson	Hrs @ Jobsite	Supervisor	Manager	Freq of Inspection
11005	Kitson-Evergreen, LLC	Corporate	Palm Beach Gardens	5,000 To 10,000 Sq Ft.	Yes	4500 PGA Boulevard Balance Sheet 2		Palm Beach Gardens	Timothy Wilson	2.5 Hrs. Per Visit/Assoc.	Manager 1/D. Perez	Manager 1	As Needed
	Contact:									Customer #			
11020	Palm Beach Broadcasting, Lic	Corporate	West Palm Beach	1,500 To 5,000 Sq Ft.	Yes	701 North Point Parkway Janitorial As Needed		West Palm Beach	Paul Saavedra	Needed	Corporate	Corporate	As Needed
	Contact:									Customer #			
11021	Aeg Live	Corporate	Palm Beach Gardens	1,500 To 5,000 Sq Ft.	Yes	1800 South Australian Ave. Suite Janitorial As Needed		West Palm Beach	Paul Saavedra	Needed	Corporate	Corporate	As Needed
	Contact:									Customer #			
1120	Ahrens Companies	Region 1	Palm Beach Gardens	1,500 To 5,000 Sq Ft.	Yes	1461 Kinetic Road Janitorial 1		Lake Park	Timothy Wilson	2 Hrs. Per Visit/Assoc.	Manager 1/D. Perez	Manager 1	1x/month
	Contact:									Customer #			
1130	Palm Beach Shores Resort & Vacat	Region 1	Riveria Beach	150,000 To 175,000 Sq Ft	Yes	181 Ocean Avenue Floor Maintenance 2		Palm Beach Shores	Sales Team	4 Hrs. Per Visit/ Assoc.	Corporate	Corporate	1x/month
	Contact:									Customer #			
1171	Downtown At The Gardens	Corporate	Palm Beach Gardens	175,000 To 200,000 Sq Ft	Yes	11701 Lake Victoria Gardens Ave Multi-Services 6		Palm Beach Gardens	Paul Saavedra	8 Hrs. Per Visit/ Assoc.	Manager 3/A. Rosado	Manager 3	Weekly
	Contact:									Customer #			
12200	Restaurant Programs of America, I	Corporate	Palm Beach Gardens	1,500 To 5,000 Sq Ft.	Yes	4500 PGA Boulevard Janitorial 1		Palm Beach Gardens	Timothy Wilson	1.5 Hrs. Per Visit/Assoc.	Manager 1/D. Perez	Manager 1	1x/month
	Contact:									Customer #			
1365	Show Turf	Balance Sheet	Balance Sheet	1,500 To 5,000 Sq Ft.	Yes	1365 Neptune Drive Balance Sheet 1		Boynton Beach	Paul Saavedra	3 Hrs. Per Visit/Assoc.	Manager 4/E. Moya	Manager 4	1x/month
	Contact:									Customer #			

Image Companies

Date To Start: All Dates

Review Date: All Dates

Discontinue Date: All Dates



Job File

03/22/16 10:16:53 AM

Job Number	Job Name	Region	Branch	Address	City	Supervisor
Days of Service	Square Footage	Active:	Customer Type	Customer Type	Manager	Freq of Inspection
1483	Senior Home Care	Region 1	Palm Beach Gardens	2500 Quantum Lakes Drive, Suite Multi-Services	Boynton Beach	Manager 4/E. Moya
	5x/week M-F	1,500 To 5,000 Sq Ft.	2		Timothy Wilson	Manager 4
	Contact:				1.5 Hrs. Per Visit/Assoc.	As Needed
1500	PGA Joint Venture	Corporate	Palm Beach Gardens	4500 PGA Boulevard	Palm Beach Gardens	Manager 1/D. Perez
	3x/Week M/W/F	1,500 To 5,000 Sq Ft.	2	Janitorial	Timothy Wilson	Manager 1
	Contact:				2 Hrs. Per Visit/Assoc.	1x/week
1506	Greenway Professional Center	Corporate	Palm Beach Gardens	4425, 4455 And 4925 Military Tr	Jupiter	Corporate
	4x/week M/T/W/F	1,500 To 5,000 Sq Ft.	1	Porter Service	Timothy Wilson	Manager 1
	Contact:				8 Hrs. Per Visit/ Assoc.	As Needed
1525	PGA Flyover Corporate Center	Corporate	Palm Beach Gardens	4280 Professional Center Dr.	Palm Beach Gardens	Manager 3/A. Rosado
	5x/week M-F	50,000 To 60,000 Sq Ft.	2	Multi-Services	Timothy Wilson	Manager 3
	Contact:				1 Hr. Per Visit/Assoc	1x/week
1535	Palms Wellington Surgical Center	Region 1	Palm Beach Gardens	460 State Road 7	Royal Palm Beach	Manager 4/E. Moya
	5x/week M-F	10,000 To 20,000 Sq Ft.	3	Janitorial	Timothy Wilson	Manager 4
	Contact:				Needed	Weekly
1540	Riverhouse	Region 1	Palm Beach Gardens	2373 PGA Boulevard	Palm Beach Gardens	Manager 1/D. Perez
	7x/Week SU-S	5,000 To 10,000 Sq Ft.	2	Multi-Services	Timothy Wilson	Manager 1
	Contact:				4 Hrs. Per Visit/ Assoc.	1x/week
1550	Wiener, Howard J. & Assoc, P. A.	Region 1	Palm Beach Gardens	4500 P G A Boulevard	Palm Beach Gardens	Corporate
	1x/week F	>1,500 Sq Ft.	1	Janitorial	Sales Team	Corporate
	Contact:				> 1 Hr Per Visit	As Needed
1560	C E D Financial Group	Region 1	Palm Beach Gardens	4500 P G A Boulevard	Palm Beach Gardens	Corporate
	1x/week F	>1,500 Sq Ft.	1	Janitorial	Corporate	Manager 1
	Contact:				> 1 Hr Per Visit	1x/month

Image Companies

Date To Start: All Dates

Review Date: All Dates

Discontinue Date: All Dates



Job File

03/22/16 10:16:53 AM

Job Number	Job Name	Region	Branch	Square Footage	Active:	Customer Type	Address	City	SalesPerson	Hrs @ Jobsite	Freq of Inspection	Supervisor
1580	Sawfish Bay Enterprises	Corporate	Palm Beach Gardens	1,500 To 5,000 Sq Ft.	Yes	947 Alternate A1A	Janitorial	Jupiter	Timothy Wilson	1.5 Hrs. Per Visit/Assoc.	Manager 1/D. Perez	Manager 1
	2x/week T/Th					1					As Needed	As Needed
											1580	Sawfish Bay Enterf
1707	Martin County Parks And Recreation	Balance Sheet	Stuart/martin County	1,500 To 5,000 Sq Ft.	Active:	1707 N.E Indian River Drive	Janitorial	Jensen Beach	Paul Saavedra	1.5 Hrs. Per Visit/Assoc.	Manager 6/ T. Wilson	Manager 6
	On Call					1					After Provided Service	
1752	Strategic Realty Services/Northlak	Balance Sheet	Balance Sheet	1,500 To 5,000 Sq Ft.	Active:	3450 Northlake Blvd.	Balance Sheet	Palm Beach Gardens	Balance Sheet	2.5 Hrs. Per Visit/Assoc.	Manager 3/A. Rosado	Manager 3
	5x/week M-F					1					As Needed	As Needed
1796	Metrostudy	Corporate	North Palm Beach	1,500 To 5,000 Sq Ft.	Active:	8895 North Military Trail Suite B	Janitorial	Palm Beach Gardens	Paul Saavedra	> 1 Hr Per Visit	Manager 3/A. Rosado	Manager 3
	1x/week F					1					As Needed	As Needed
2008	First Republic Bank	Corporate	West Palm Beach	1,500 To 5,000 Sq Ft.	Active:	241 Royal Palm Way	Janitorial	Palm Beach	Paul Saavedra	3 Hrs. Per Visit/Assoc.	Manager 3/A. Rosado	Manager 3
	5x/week M-F					2					Weekly	Weekly
205	South Florida Science Museum	Region 1	West Palm Beach	1,500 To 5,000 Sq Ft.	Active:	4801 Dreher Trail North	Floor Maintenance	West Palm Beach	Paul Saavedra	2 Hrs. Per Visit/Assoc.	Corporate	Corporate
	Needed					2					As Needed	As Needed
206	Surgery Partners	Region 1	Lake Worth	1,500 To 5,000 Sq Ft.	Active:	7408 Lake Worth Rd	Floor Maintenance	Lake Worth	Paul Saavedra	2 Hrs. Per Visit/Assoc.	Corporate	Corporate
	Needed					2					As Needed	As Needed
2064	Two Men And A Truck	Corporate	Corporate	1,500 To 5,000 Sq Ft.	Active:	6715 White Dr.	Janitorial	Riviera Beach	Paul Saavedra	2 Hrs. Per Visit/Assoc.	Manager 1/D. Perez	Manager 1
	1x/week F					1					1x/month	1x/month

Image Companies

Date To Start: All Dates

Review Date: All Dates

Discontinue Date: All Dates



Job File

03/22/16

10:16:53 AM

Job Number	Job Name	Region	Branch	Address	City	Supervisor
Days of Service	Square Footage	Active:	Customer Type	# of Req Associates	SalesPerson	Manager
					Hrs @ Jobsite	Freq of Inspection
207	Palm Beach Outpatient Surgical Ce	Yes	2889 10th Ave North Suite G-20	Lake Worth	Corporate	Corporate
	Corporate		Floor Maintenance	Operation Manager	Corporate	Corporate
	Special Schedule Per Request		As Needed	Needed	As Needed	As Needed
2130	Global Stick Express Llc.	Active:	221 Clematis Street Suite 300	West Palm Beach	Manager 3/A. Rosado	Manager 3/A. Rosado
	Balance Sheet		Balance Sheet	Paul Saavedra	Manager 3	Manager 3
	1,500 To 5,000 Sq Ft.		1	1 Hr. Per Visit/Assoc	1x/week	1x/week
215	Collier, Deanna Dr.	Active:	2151 S. Alternate A 1 A	Jupiter	Corporate	Corporate
	Region 1		Floor Maintenance	Corporate	Corporate	Corporate
	Needed		2	2 Hrs. Per Visit/Assoc.	As Needed	As Needed
2200	Farm Credit Of Florida	Active:	11903 Southern Blvd, Suite 200	Royal Palm Beach	Manager 4/E. Moya	Manager 4/E. Moya
	Corporate		Janitorial	Paul Saavedra	Manager 4	Manager 4
	3x/Week M/W/F		2	5 Hrs. Per Visit/Assoc.	2x/month	2x/month
2220	Capital Realty-NL Corp Park	Active:	8895 N. Military Trail	Palm Beach Gardens	Manager 3/A. Rosado	Manager 3/A. Rosado
	Region 1		Janitorial	Timothy Wilson	Manager 3	Manager 3
	5x/week M-F		2	5 Hrs. Per Visit/Assoc.	2x/month	2x/month
2229	Representative Patrick Rooney, Jr.	Active:	3950 Rca Blvd. Suite 7001	Palm Beach Gardens	Manager 3/A. Rosado	Manager 3/A. Rosado
	Corporate		Janitorial	Paul Saavedra	Manager 3	Manager 3
	1x/Week TH		1	1 Hr. Per Visit/Assoc	1x/month	1x/month
2265	One Home Care Solutions	Active:	1700 Parklane South, Suite 4	Jupiter	Manager 1/D. Perez	Manager 1/D. Perez
	Balance Sheet		Balance Sheet	Paul Saavedra	Manager 1	Manager 1
	1x/week F		1	2 Hrs. Per Visit/Assoc.	1x/month	1x/month
2272	Northern P B County Improvement	Active:	359 Hiatt Drive	Palm Beach Gardens	Manager 1/D. Perez	Manager 1/D. Perez
	Corporate		Janitorial	Timothy Wilson	Manager 1	Manager 1
	3x/Week T/TH/S		1	4 Hrs. Per Visit/ Assoc.	1x/month	1x/month

I



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****

1750 North FLORIDA MANGO RD
 Ste 103
 WEST PALM BEACH, FL 33409

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0007 CLEANING SERVICE	WILSON TIMOTHY		B22.601000 - 07/11/22	\$236.25	B40106537

Receipt is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2022/2023 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 200218449
EXPIRES: SEPTEMBER 30, 2023

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

IMAGE JANITORIAL SERVICE INC
 IMAGE JANITORIAL SERVICE INC
 1750 N FLORIDA MANGO RD STE 103
 WEST PALM BCH FL 33409-5230



7
 6-2212

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.

Item 6.

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. Image Janitorial Services, Inc	
2 Business name/disregarded entity name, if different from above dba Image Companies	
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. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> 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. <input type="checkbox"/> 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) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
5 Address (number, street, and apt. or suite no.) See instructions. 1750 N. Florida Mango Road, Suite 103	Requester's name and address (optional)
6 City, state, and ZIP code West Palm Beach, FL 33409	
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									
6	5	-	0	2	7	3	8	3	4

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 ► 	Date ► 4-1-21
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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 withholding, later.



Public Works
Department

October 19, 2022

NOTICE OF INTENT TO AWARD

RFP 109-2022 – Janitorial Services for Town Buildings and Parks Restrooms

To All Interested Parties,

Thank you for submitting your response to RFP 109-2022, Janitorial Services for Town Buildings and Parks Restrooms, dated October 13, 2022. The Town received six responses total, with three submittals being fully responsive and responsible bids.

After careful review, the evaluation committee ranked the three proposals. The highest-ranked contractor was Image Janitorial Services, Inc.

The evaluation scores were as follows:

1. Image Janitorial Services, Inc., received a score of **94**
2. Professional Cleaning Services Corp (PCS) received a score of **84**
3. Amer-Plus Janitorial Services, Inc., received a score of **83**

The following Offerors' submittals were **not** fully responsive:

1. Estrellita, Inc. d/b/a Anago of South Florida
2. A-Rostant & Son's Janitorial Service
3. Crystal Building Maintenance


Attached to this notice is a complete bid tabulation, with a responsiveness checklist for the bids received. Accordingly, we announce our intent to award a contract to:

Image Janitorial Services, Inc.

1750 N, Florida Mango Rd, Suite 103
West Palm Beach, FL 33409

Award will be made during an upcoming Regular Town Commission Meeting. We would like to thank each vendor for their time and effort in preparing a response to this solicitation. We appreciate your interest in doing business with the Town of Lake Park.

Sincerely,

 Digitally signed by Roberto Travieso
DN: cn=Roberto Travieso, o=Town of Lake
Park, ou=Department of Public Works,
email=travieso@lakeparkflorida.gov, c=US
Date: 2022.10.19 12:31:19 -04'00'

ROBERTO F. TRAVIESO, MPA
Director of Public Works

ATTACHED – Bid Tabulation for RFP 109-2022

650 Old Dixie Highway
Lake Park, FL 33403
Phone: (561) 881-3345
Fax: (561) 881-3349

www.lakeparkflorida.gov

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE TWO AGREEMENTS WITH PROFESSIONAL CLEANING SERVICES CORPORATION FOR CUSTODIAL AND CLEANING SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

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, or other persons; and

WHEREAS, the Town of Lantana has bid and awarded two three-year contracts with Professional Cleaning Services Corp (Contractor) whereby the Contractor is providing custodial services to the Town of Lantana for its Public buildings and Public Restrooms; and

WHEREAS, the Contractor is providing these services to the Town of Lantana in accordance with an agreement, ITB 2019-09-PW for Public Offices and ITB 2019-10-PW it entered into for custodial services for Public Restrooms; and

WHEREAS, pursuant to the Town's purchasing procedures, the Town may enter into cooperative purchasing contracts for services with contractors when another public agency has competitively solicited services from contractors and the contractor has agreed to offer its services to other public entities based upon the same terms, conditions, and pricing; and

WHEREAS, the Contractor has agreed to provide the same services to the Town using the same pricing, terms, and conditions as set forth in agreements the Contractor entered into with the Town of Lantana, as set forth in agreement numbers ITB 2019-09-PW and ITB 2019-10-PW; and

WHEREAS, Town Manager has recommended that it is in the best interest of the Town to enter into two agreements with the Contractor.

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

Section 1. The whereas clauses are hereby incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute two agreements between the Town and Professional Cleaning Services Corp for the provision of custodial cleaning services of the Town's public restrooms and Town parks and at the Town's public buildings. A copy of the proposed contracts is attached hereto and incorporated herein as Exhibit A and B.

Section 3. This Resolution shall take effect immediately upon its execution.

The foregoing Resolution was offered by Commissioner Michaud, who moved its adoption. The motion was seconded by Vice-Mayor Glas-Castro, and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>/</u>	___
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	___
COMMISSIONER JOHN LINDEN	<u>/</u>	___
COMMISSIONER ROGER MICHAUD	<u>/</u>	___
COMMISSIONER MARY BETH TAYLOR	<u>/</u>	___

The Town Commission thereupon declared the foregoing Resolution No. 44-08-22 duly passed and adopted this 3 day of August, 2022.

TOWN OF LAKE PARK, FLORIDA


BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

**AGREEMENT FOR JANITORIAL SERVICES FOR
PUBLIC RESTROOMS AT PUBLIC PARKS IN THE TOWN OF LAKE PARK.**

THIS AGREEMENT TO PROVIDE JANITORIAL SERVICES (AGREEMENT) is made and entered into this 3 day of August 2022, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida, 33403 ("Town") and Professional Cleaning Services Corporation, 5800 S. Sable Circle, Margate, Florida 33063. ("Contractor").

WITNESSETH THAT:

WHEREAS, the Town is a municipality with such powers and authority as is enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is may enter into contractual arrangements with public agencies, private corporations, or other persons to provide services; and

WHEREAS, the Town Manager has determined a need for janitorial services specifically related to public restrooms at the following public facilities in the Town: Lake Shore Park, Kelsey Park, and Bert Bostrom Park; and

WHEREAS, pursuant to Florida law, and the Town's procurement policies, the Town has the legal authority to enter into contracts that are the subject of cooperative purchase agreements whereby another governmental entity has competitively solicited, selected, and contracted with a contractor for substantially the same services and pricing as those services that are needed by the Town; and

WHEREAS, on November 1, 2019, the Contractor entered into that certain Agreement Number ITB 2019-10-PW with the Town of Lantana, whereby it contracted to provide janitorial services for public restrooms, a copy of which is attached hereto as Exhibit 'A' and incorporated herein by reference only; and

WHEREAS, the Town desires to enter into an agreement with the Contractor whereby it will provide the Town with janitorial services for public restrooms in Town park facilities in accordance with the pricing, terms, and conditions of the Agreement the Contractor entered into with the Town of Lantana.

NOW THEREFORE, the Town and the Contractor, in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. The Contractor agrees to provide services at the following Town parks: Lake Shore Park, Kelsey Park, and Bert Bostrom Park. Contractor shall provide the same services based upon the same pricing at these facilities as it has agreed to provide to the Town of Lantana in accordance with Agreement Number ITB 2019-10-PW, a copy of which is attached hereto and incorporated herein.

2. 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 which are the subject of this Agreement.
 - b. Upon the request of the Town, provide any such public records.
 - 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 term of this Agreement, and following completion of this Agreement if the Contractor does not transfer the records, which are part of this Agreement to the Town.
 - d. Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor; 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 term of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Agreement, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request, 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, including its duty to provide public records relating to this Agreement, the Contractor shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.
3. Contractor hereby affirms and ratifies the terms, pricing, and conditions of its agreement with the Town of Lantana and agrees to provide to the Town the same janitorial services based upon these same terms, conditions, and pricing as are set forth in its agreement executed with Town of Lantana on November 1, 2019, a copy of which is attached hereto and incorporated herein.
4. The Town agrees to pay for the janitorial services of the Contractor based upon the same terms, pricing, and conditions as set forth in the agreement with the Town of Lantana.
5. This Agreement shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, for any state actions,

By:

Rafael Gordon
RAFAEL GORDON

Printed Name

By:

Isabel Gutierrez

Its:

President Owner

MASID PEDRAZA

Printed

Randy T. Wickham
RANDY T. WICKHAM

Printed Name

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this (date) by (name of member, manager, officer or agent, title of member, manager, officer or agent) of (name of company), a (state or place of formation) limited liability company, on behalf of the company, who is personally known to me or has produced (type of identification) as identification.

[Notary Seal]



(Signature of person taking acknowledgment)

Claire Abraham
 (Name typed, printed or stamped)

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and in the United States District Court for the Southern District of Florida for any federal actions.

6. Notices to the Contractor and Town be directed to the addresses reflected at the beginning of this Agreement.
7. If either party is required to initiate a legal action, including appeals to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have made and execute this Agreement as of the day and year last execute below.

ATTEST:

TOWN OF LAKE PARK

By: Vivian Mendez

Vivian Mendez, Town Clerk

By: Michael O'Rourke

Michael O'Rourke, Mayor



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: Thomas J. Baird

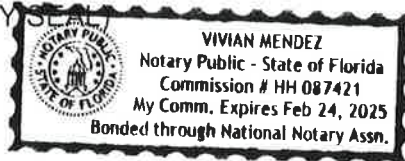
Thomas J. Baird, Town Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 3 day of August 2022 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)



Vivian Mendez
Notary Public, State of Florida

WITNESSES:

Professional Cleaning Services:

**AGREEMENT FOR JANITORIAL SERVICES FOR
TOWN OF LAKE PARK PUBLIC BUILDINGS.**

THIS AGREEMENT FOR THE PROVISION OF JANITORIAL SERVICES (AGREEMENT) is made and entered into this 3 day of August, 2022, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida, 33403 ("Town") and Professional Cleaning Services Corporation, 5800 S. Sable Circle, Margate, Florida 33063. ("Contractor").

WITNESSETH THAT:

WHEREAS, the Town is a municipality with such powers and authority as is enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town may enter into contractual arrangements with public agencies, private corporations, or other persons to provide services; and

WHEREAS, the Town previously determined a need for the provision of janitorial services for the following Town buildings: Town Hall, Palm Beach Sheriff's Office District 10, Public Works Department, 800 Park Ave, Library, and Lake Park Harbor Marina restrooms and shower facilities; and

WHEREAS, pursuant to Florida law and the Town's procurement policies, the Town has the legal authority to enter into contracts that are the subject of cooperative purchase agreements whereby another governmental entity has competitively solicited, selected, and contracted with a contractor for substantially the same services and pricing as those services that are needed by the Town; and

WHEREAS, on November 1, 2019, the Contractor entered into that certain Agreement Number ITB 2019-09-PW with the Town of Lantana, whereby it contracted to provide janitorial services for public offices, a copy of which is attached hereto as Exhibit 'A' and incorporated herein by reference only; and

WHEREAS, the Town desires to enter into an agreement with the Contractor whereby it will provide the Town with janitorial services for its public offices in accordance with the pricing, terms, and conditions of the contract the Contractor entered into with the Town of Lantana.

NOW THEREFORE, the Town and the Contractor, in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. The Contractor agrees to provide janitorial services to the Town for the following public buildings: Town Hall, Palm Beach County Sheriff's Office, District 10, Town of Lake Park Public Works Department, 800 Park Avenue, Town of Lake Park Library, and the Lake Park Harbor Marina Contractor shall provide the same janitorial services based upon the same pricing at these facilities as it has agreed to provide to the Town of Lantana in accordance with Agreement Number ITB 2019-10-PW, a copy of which is attached hereto and incorporated herein.

2. 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 which are the subject of this Agreement.
 - b. Upon the request of the Town, provide any such public records.
 - 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 term of this Agreement, and following completion of this Agreement if the Contractor does not transfer the records, which are part of this Agreement to the Town.
 - d. Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor; 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 term of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Agreement, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request, 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, including its duty to provide public records relating to this Agreement, the Contractor shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.
3. Contractor hereby affirms and ratifies the terms, pricing, and conditions of its agreement with the Town of Lantana and agrees to provide to the Town the same janitorial services based upon these same terms, conditions, and pricing as are set forth in its agreement executed with Town of Lantana on November 1, 2019, a copy of which is attached hereto and incorporated herein.
4. The Town agrees to pay for the janitorial services of the Contractor based upon the same terms, pricing, and conditions as set forth in the agreement with the Town of Lantana.
5. This Agreement shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, for any state actions,

and in the United States District Court for the Southern District of Florida for any federal actions.

6. Notices to the Contractor and Town be directed to the addresses reflected at the beginning of this Agreement.
7. If either party is required to initiate a legal action, including appeals to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have made and execute this Agreement as of the day and year last execute below.

ATTEST:

TOWN OF LAKE PARK

By: *Vivian Mendez*
Vivian Mendez, Town Clerk

By: *Michael O'Rourke*
Michael O'Rourke, Mayor



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: *Thomas J. Baird*
Thomas J. Baird, Town Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 3 day of August 2022 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me.



Vivian Mendez
Notary Public, State of Florida

WITNESSES:

Professional Cleaning Services:

By: *Robert Dow*

By: *Isabel Rodriguez*

RADUEC GORDON
Printed Name

Its: President - Owner
MARIO PEDRAZA
Printed

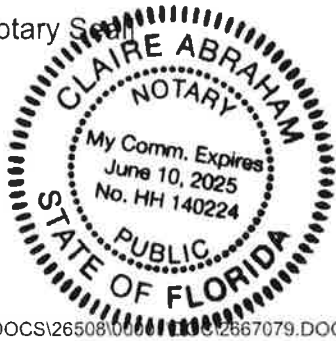
RANKIT WICKREKESIN
Printed Name

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ___ online notarization, this (date) by (name of member, manager, officer or agent, title of member, manager, officer or agent) of (name of company), a (state or place of formation) limited liability company, on behalf of the company, who is personally known to me or has produced (type of identification) as identification.

[Notary Seal]



Claire Abraham
(Signature of person taking acknowledgment)

Claire Abraham
(Name typed, printed or stamped)

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CUSTODIAL COST COMPARISON

July 2022

Location	CCMS/ monthly	CCMS Per Instance Cost	CCMS/ annually	PCS/ monthly	PCS Per Instance Cost	PCS/ annually	% Increase (Decrease)
Town Hall - 5x/wk	\$874.50	\$40.36	\$10,494.00	\$3,234.00	\$149.26	\$38,808.00	73%
Police (PBSD) - 5x/wk	\$1,051.26	\$48.52	\$12,615.12	\$1,386.00	\$63.97	\$16,632.00	24%
Public Works - 3x/wk	\$551.20	\$42.40	\$6,614.40	\$1,155.00	\$88.85	\$13,860.00	52%
Library - 5x/wk	\$704.90	\$32.53	\$8,458.80	\$1,386.00	\$63.97	\$16,632.00	49%
Recreation (800 Park Ave.) - 1x/wk	\$349.80	\$87.45	\$4,197.60	\$273.00	\$68.25	\$3,276.00	-0.8%
L.P. Harbor Marina - 7x/wk half yr.	\$302.10	\$4.98	\$3,625.20	\$958.00	\$15.79	\$11,496.00	68%
Lake Shore Park Restrooms - 7x/wk	\$310.10	\$10.22	\$3,721.20	\$958.00	\$31.58	\$11,496.00	68%
Kelsey Park Restrooms - 7x/wk	\$310.10	\$10.22	\$3,721.20	\$958.00	\$31.58	\$11,496.00	68%
Evergreen House - 1x/wk	---	---	---	\$273.00	\$68.25	\$3,276.00	---
TOTALS:	\$4,453.96	---	\$53,447.52	\$10,581.00	---	\$126,972.00	

CRA portion -	\$349.80	\$4,197.60	\$3,276.00
Public Works (PW) portion -	\$3,097.16	\$37,165.92	\$95,568.00
Libray portion -	\$704.90	\$8,458.80	\$16,632.00
Marina portion -	\$302.10	\$3,625.20	\$11,496.00
			PCS

UNIT PRICES	PCS	CCMS
Power Scrub Ceramic Tile	\$0.40	\$0.45
Strip and Wax Paver Tile	\$0.45	\$0.60
Strip and Wax Wood Flooring	\$0.39	\$0.85
Strip and Wax Vinyl Tile	\$0.41	\$0.65
Carpet Cleaning	\$0.39	\$0.35
Hourly Labor Rate - Heavy Cleaning	\$25.00	\$35.00
Hourly Labor Rate - Porter Srv.	\$22.00	\$27.50

FY21/22 (Aug. 20th - Sept. 30th - 6 weeks) -				\$14,650.62
FY22/23 (Month of October) -				\$10,581.00
				\$25,231.62
COST PER FUND				TOTALS
CRA (520-46000)	FY21/22	FY22/23		\$651.00
P.W. (408-52000)	\$378.00	\$273.00		\$18,991.08
Libray (700-34000)	\$11,027.08	\$7,964.00		\$3,305.08
Marina (800-34000)	\$1,919.08	\$1,386.00		\$2,284.46
	\$1,326.46	\$958.00		\$25,231.62
	\$14,650.62 +	\$10,581.00		

Item 6.



Town of Lake Park

Janitorial Services

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TAB 2	Management Team and P.C.S Background
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TAB 8	Required Attachments
	A. Service Locations and Scope of Work
	B. Price Proposal Form

TAB 1



Re: Request to provide Custodial Cleaning Services

Dear Roberto Travieso,

Please accept this letter as a Statement of Qualifications in furtherance of P.C.S.'s submission of its request for quotations.

It is goal to provide exceptional services to all our clients. P.C.S. Professional Cleaning Services, Corp. strives to provide customers and employees a unique opportunity: a forward looking company with an emphasis on Service.

We strongly believe in mutual respect, high expectations, enthusiasm for life and strong family values. We believe these virtues bring out the best in everyone. Through a strong relationship built on communication and a commitment to these ideals.

P.C.S. is a family owned and operated professional janitorial service company operating in the South Florida/Tri-County area. For the past nine years we have had the pleasure of servicing our clients who represent a broad spectrum of business and properties. Our clients include condominiums associations, commercial office buildings, and industrial and construction sites such as Sunrise Lakes condominium, sharp, ZF Marina and of course, P.C.S. services local government facilities that include Town of Lantana and have experience as a subcontractor for Ft. Lauderdale, Oakland, and Lauderdale Lakes.

In addition to employing highly qualified and responsible personnel, P.C.S. utilizes the highest quality janitorial supplies, equipment, and environmental or "Green" safe products. We pride ourselves on providing professional, consistent, and responsible janitorial services to all our clients.

Thank you for your time and consideration P.C.S. Professional Cleaning Services, Corp. looks forward to the opportunity of becoming your facility maintenance partner in the future.

Sincerely,
Madid Pedraza
P.C.S. Professional Cleaning Services Corp.
5800 S. Sable Circle
Margate, FL 33063

TAB 2



MANAGEMENT TEAM AND P.C.S BACKGROUND

○ **Madid President – President / CEO**

15 Years Industry Experience, 10 Years with P.C.S. Professional Cleaning Services, Member of BOMA, USGBC, BSCAI, Certified IICRC (Institute of Inspection, Cleaning and Restoration) – Commercial Janitorial Services, Water and Fire Damage Restoration, Carpet Care and Spot Cleaning, Odor Control, 10 Years Industry Experience with Green Cleaning. 100% owner.

○ **Ranjit Wickeremesinghe – General Manager**

15 Years Industry Experience, 10 Years with P.C.S. Professional Cleaning Services, 10 Years Industry Experience with Green Cleaning.

○ **Cynthia M. Parrado - Operations Manager**

10 Years of Industry Experience, previous employed with PCS Professional Cleaning Services between 2010-2015 and now returning back to our company since August 2021.

A commercial minded individual with extensive experience and a successful record in operations and administration management (QuickBooks)

Bi-lingual (Spanish – English)

Contact Info:

cparrado@pcscleanup.com

954-816-3978

○ **Grace Silberstein – Consultant**

18 Years of Industry Experience, Provide expert opinion, analysis, and recommendations to P.C.S Professional Cleaning Services. Helps the company to understand and intervene in the face of possible operational problems and improve performance.

TAB 3

Form **W-9**
(Rev. August 2013)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
P.C.S. Professional Cleaning Services Corp.

Business name/disregarded entity name, if different from above
P.C.S. Professional Cleaning Services Corp.

Check appropriate box for federal tax classification:
☐ Individual/sole proprietor ☒ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
☐ Other (see instructions) ▶ _____

Exemptions (see instructions):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
5800 S Sable Cir

City, state, and ZIP code
Maryland FL 33063

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number

--	--	--	--

Employer identification number

2	7	-	4312080
---	---	---	---------

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below), and
- 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 on page 3.

Signature of U.S. person ▶ *Madrid Rodriguez*

Date ▶ *04/30/2021*

General Instructions

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

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

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

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

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

withholding tax on foreign partners' share of effectively connected income, and

- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

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

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

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

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

Local Business Tax Receipt

Miami-Dade County, State of Florida
-THIS IS NOT A BILL - DO NOT PAY

7172620

BUSINESS NAME/LOCATION

PCS PROFESSIONAL CLEANING SERVICES LLC RENEWAL
DOING BUSINESS IN DADE COUNTY

RECEIPT NO.

7451603



EXPIRES

SEPTEMBER 30, 2022

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10



OWNER

PROFESSIONAL CLEANING SERVICES LLC
MADRID PEDRAZA

SEC. TYPE OF BUSINESS

213 SERVICE BUSINESS

PAYMENT RECEIVED
BY TAX COLLECTOR

\$93.75 01/11/2022

INT-22-230821

Employee(s) 1

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 6a-276.

For more information, visit www.miamidade.gov/taxcollector



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

Serving you.

****LOCATED AT****
5800 South SABLE CIR
MARGATE, FL 33063

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
56-0007 CLEANING SERVICE	PCS PROFESSIONAL CLEANING SERVICES		B21 582617 - 08/12/21	\$33.00	B40176006

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2021/2022 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2019120817
EXPIRES: SEPTEMBER 30, 2022



6-19
4984

PCS PROFESSIONAL CLEANING SERVICES CORPORATION
PCS PROFESSIONAL CLEANING SERVICES CORPORATION
5800 S SABLE CIR
MARGATE FL 33063-5653

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



City of Margate, Florida
Local Business Tax Receipt
 901 NW 66th Avenue
 Margate, FL 33063
 (954) 979-6213

Business Name: P.C.S. PROF'L CLEANING SVCS CO *Receipt Nbr:* 22-00008778
Location address: 5800 S SABLE CIR
Issue Date / Class: August 13, 2021 JANITORIAL SERVICE
Effective Date: October 01, 2021 *Expiration Date:* September 30, 2022
Receipt Fees: 75.00
Comments: HOME OCCUPATION PERMITTED & SUBJECT TO LIMITS SET FORTH IN SEC. 3.21 OF MARGATE ZONING CODE (ATTACH)

For Home Local Business Tax Receipt: No Commercial Vehicles Permitted at Residence. No Inventory, Stock of Trade, Sales or Display, Permitted.

Commercial and all others: No Outside Sales, Service, Display, Stock or Storage without prior City Commission Approval.

0007502

P.C.S. PROF'L CLEANING SVCS CO
 5800 S SABLE CIR
 MARGATE FL 33063

**NOTICE: RECEIPT MUST BE TRANSFERRED
 WHEN BUSINESS IS MOVED OR SOLD.**
 (Please see bottom portion of this form.)

Post This Receipt in a Conspicuous Place

Maximum Capacity: N/A

22-00008778

P.C.S. PROF'L CLEANING SVCS CO

5800 S SABLE CIR

TRANSFER OF BUSINESS OWNERSHIP (Fee Required)

**NOTICE: LOCAL BUSINESS TAX RECEIPT MUST BE TRANSFERRED
 WITHIN TEN (10) DAYS WHEN BUSINESS IS SOLD.**

 Purchaser Name (Please Print)

 Seller Name (Please Print)

 Receipt #

**THE GRANT OF A LOCAL BUSINESS TAX RECEIPT IS NOT A DETERMINATION OF
 COMPLIANCE WITH ORDINANCES OF THE CITY OF MARGATE.**

CHANGE OF BUSINESS LOCATION (Subject to zoning approval. Fee Required.)

 Business Name

 Receipt #

 New Location

RE-CERTIFICATION OF BACKFLOW PREVENTERS REQUIRED ANNUALLY

State of Florida

Woman & Minority Business Certification

P.C.S. Professional Cleaning Services Corporation

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
10/06/2021 to 10/06/2023

Jonathan R. Satter

Jonathan R. Satter, Secretary
Florida Department of Management Services



Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd



Ron Wicks

is hereby certified as having fulfilled the requirements for core competency knowledge for a custodial technician by successfully passing the Cleaning Management Institute Cleaning 101 course.

The certification holder is now qualified to participate in the advanced curriculum of the CMI Custodial Technician Certification Course.

This certification expires two years from April 30, 2020.



Brant Inzero
Director of Education, Training
Certifications and Standards



**SUNRISE LAKES PHASE III
RECREATION ASSOCIATION, INC.**
2700 NW 94th WAY, SUNRISE, FLORIDA 33322
TELEPHONE (954) 741-1338 FAX (954) 741-2590

OFFICERS

President
Donald Riccardi

1st Vice-President
Joan Zappasodi

2nd Vice-President
Judy Soto

Secretary
Ramon Moreno

Treasurer
Mary Jankowski

BOARD OF DIRECTORS

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Ronald Clifford
Philip Howell
Mary Jankowski
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Ramon Moreno
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Donald Riccardi
Judy Soto
Joan Zappasodi**

February 14th, 2022

To Whom It May Concern:

RE: Professional Cleaning Services

Gentlemen:

Please be advised that Professional Cleaning Services has been our cleaning vendor for the past seven (7) years. Ron and his crew are responsive to our requests and do a great job in keeping our buildings clean and safe.

If you need additional information, please feel free to contact me.

Yours truly,


Peggy Talerico
Property Manager for
Sunrise Lakes Phase III

PT/mm



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Detail by Entity Name

Florida Profit Corporation
 P.C.S. PROFESSIONAL CLEANING SERVICES CORPORATION

Filing Information

Document Number P15000068459
FEI/EIN Number 27-4312080
Date Filed 08/11/2015
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State FL
Status ACTIVE
Last Event CONVERSION
Event Date Filed 08/11/2015
Event Effective Date NONE

Principal Address

5800 S. SABLE CIRCLE
 MARGATE, FL 33063

Mailing Address

5800 S. SABLE CIRCLE
 MARGATE, FL 33063

Registered Agent Name & Address

PEDRAZA, MADID
 5800 S. SABLE CIRCLE
 MARGATE, FL 33063

Name Changed: 03/29/2021

Officer/Director Detail

Name & Address

Title P

PEDRAZA, MADID
 5800 S. SABLE CIRCLE
 MARGATE, FL 33063

Annual Reports

Report Year	Filed Date
2019	03/21/2019
2020	03/10/2020
2021	03/29/2021

Document Images

03/29/2021 -- ANNUAL REPORT	View image in PDF format
03/10/2020 -- ANNUAL REPORT	View image in PDF format
03/21/2019 -- ANNUAL REPORT	View image in PDF format
03/27/2018 -- ANNUAL REPORT	View image in PDF format
02/11/2017 -- ANNUAL REPORT	View image in PDF format
04/19/2016 -- ANNUAL REPORT	View image in PDF format
08/11/2015 -- Domestic Profit	View image in PDF format

2021 FLORIDA PROFIT CORPORATION ANNUAL REPORT

DOCUMENT# P15000068459

Entity Name: P.C.S. PROFESSIONAL CLEANING SERVICES CORPORATION

Current Principal Place of Business:

5800 S. SABLE CIRCLE
MARGATE, FL 33063

Current Mailing Address:

5800 S. SABLE CIRCLE
MARGATE, FL 33063 US

FEI Number: 27-4312080

Certificate of Status Desired: No

Name and Address of Current Registered Agent:

PEDRAZA, MADID
5800 S. SABLE CIRCLE
MARGATE, FL 33063 US

The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida.

SIGNATURE: MADID PEDRAZA

03/29/2021

Electronic Signature of Registered Agent

Date

Officer/Director Detail :

Title P
Name PEDRAZA, MADID
Address 5800 S. SABLE CIRCLE
City-State-Zip: MARGATE FL 33063

I hereby certify that the information indicated on this report or supplemental report is true and accurate and that my electronic signature shall have the same legal effect as if made under oath; that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes; and that my name appears above, or on an attachment with all other like empowered.

SIGNATURE: MADID PEDRAZA

PRESIDENT

03/29/2021

Electronic Signature of Signing Officer/Director Detail

Date

Item 6.

Please print this page for your records.

Print

Registration Summary

General Vendor Information

Vendor Name: P.C.S. Professional Cleaning Services Corporation
Short Name (Does Business As):
Ariba Network ID:
Dun and Bradstreet Number: 966106085
Web Site: <http://www.pcscleanup.com>
Federal Tax ID Number: F274312080
Name that appears on 1099 Form: PCS
W9 Status: Valid W-9 on File
DFS W9 Last Update Date: Oct 22, 2019
Business Designation: Corporation

Contacts

<u>Name</u>	<u>Title</u>	<u>Phone</u>	<u>Fax</u>	<u>Email</u>
Madid Mady	owner	954-549-5543	N/A	info@neatcleanserviceusa.com
Madid Pedraza	owner	954-549-5543	N/A	info@neatcleanserviceusa.com

Locations

Location Name	Vendor Number
margate	F274312080 002
P.O. Info: Orders:EMAIL Email: info@neatcleanserviceusa.com Fax: Contact: Madid Mady 5800 s sable cir margate, FL 33063 Broward US	Remit To: Fax: Contact: Madid Mady 5800 s sable cir margate, FL 33063 Broward US
Billing Contact: Email: Fax: Contact: Madid Mady 5800 s sable cir. margate, FL 33063 Broward US	

Certified Business Enterprise Info (CBE)

Minority Business Designation: Federal Small Business Designation

Woman Owned Designation: Non-Woman-Owned

FVBE Owned Designation: Non-FVBE

Solicitation Selection

Registered for Solicitations: No

Registered for VBS: No

Solicitation/Sales Contact Email: N/A

Florida Terms of Use

Accepted: 09/26/2019 by Madid Pedraza

Commodity Codes

70142010 Crop cleaning services

Close Window

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MyFloridaMarketPlace Vendor Registration Customer Service: 866-FLA-EPRO (866-352-3776)

TAB 4



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/11/2021

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brite Choice Insurance II 1109 N Federal Hwy Fort Lauderdale FL 33304 INSURED PCS Professional Cleaning Corp 5800 s sable circle margate FL 33063		CONTACT NAME: Gabriel E Rivera PHONE (A/C, No, Ext): (954) 200-7711 FAX (A/C, No): (954) 580-3222 E-MAIL ADDRESS: Gabriel@britechoiceinsurance.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: ASCENDANT COMMERCIAL 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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY					
<input checked="" type="checkbox"/>	CLAIMS-MADE OCCUR					
A		Y N	GL-68806-0	06/12/2021	06/12/2022	
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY	PRO-JECT	LOC			
	OTHER					
	AUTOMOBILE LIABILITY					
	ANY AUTO					
	OWNED AUTOS ONLY	SCHEDULED AUTOS				
	HIRED AUTOS ONLY	NON-OWNED AUTOS ONLY				
	UMBRELLA LIAB OCCUR					
	EXCESS LIAB	CLAIMS-MADE				
	DED	RETENTION S				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			
	If yes, describe under DESCRIPTION OF OPERATIONS below					
	DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)					

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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ACORD 25 (2016/03)

The ACORD name and logo are registered marks of ACORD

TAB 5



References

Town of Lantana

510 W. Pine Street
Lantana, FL 33462
2019- Presently
33,808 Sq. Ft.

Eddie Crockett
Director of Operations
Joel Cortes
Assistant Public Works Director

561-540-5753

Sunrise Lake Condominium Apt.

2700 NW 94 way
Sunrise, FL 33322
2015- Presently
92 Buildings:
1 Building with 36 Apartments,
1 Club house,
5 Satellites,
3 Cabanas
1 Management Office

Oscar Amador

954-633-2629

SHARP

14791 OAK LANE
MIAMI LAKES, FL 33016
2012- Presently
15,000 Sq. F

John Wollitz

305-779-7929

ZF MARINA

15351 SW 29 T ST #300
MIRAMAR, FL 33027
2013- Presently
24,000 Sq. Ft

Gregg Buckland

954-817-3851

TAB 6

Staffing and Cleaning Responsibilities

The daily cleaning and staffing for Town of Lake Park will be performed by permanent assigned staff to a designated area. PCS Supervisor and Manager will verify that every employee has proper knowledge of the assigned area to be cleaned and under no circumstance employees are authorized to clean other area without prior authorization from Supervisor and Manager. In the event of staff being absent, the on-call staff will be placed in position to cover those specific areas until the assigned permanent employee returns to his/her daily duties.

Town of Lake Park will have a minimum of 2 days per week of unannounced Quality Control Inspection. All inspections are submitted directly to the PCS office for review and processing. All necessary corrections and score reviews are shared within 24 hours of inspection with the Supervisor to be shared with staff for feedback, correction and training.

This allows for set up and breakdown of supplies and equipment, incidentals and ultimately a schedule that will allow for proper cleaning per the specifications. In addition, it allows the supervisor to be just a supervisor, ultimately leading to a better finished product daily.

In addition, PCS will staff and train 3 additional staff members for staff coverage due to illness; emergency and or requested days off. With the additional staff, PCS will be able to meet the not only the staffing requirements but also have staff available for specialty work and or Supervisory requests for additional staff to maintain Town of Lake Park as necessary.

All staff will be directed by the Assigned Area Manager in conjunction with the Assigned Supervisor. With the daily work tickets, reports and recurring service schedule which is dictated by the RFQ and built in the Operation Management Software both the Area Manager and Supervisor will be able to direct staff to duties and responsibilities per the desired frequency (Daily, Weekly, Monthly, Quarterly, Semi Annually and Annually). This at minimum per the RFP but with trained supervision each Area Manager and Supervisor will have the ability to request additional special services thru the system ensure Town of Lake Park satisfaction. These regularly scheduled services and any additionally requested services are all available for review by both PCS and Town of Lake Park staff.

Quality Control and Correction

Town of Lake Park cleaning staff will be scored for quality daily by the Supervisor and Lead assigned to oversee the daily cleaning. This will ensure quality and consistency. However, PCS believes that additional oversight is necessary for the success of PCS at Town of Lake Park. PCS will supply Town of Lake Park cleaning staff with unannounced Quality Control Inspections. All inspections are submitted directly to the PCS office for review and processing. All necessary corrections and score reviews are shared within 24 hours of inspection with the Area Manager and Supervisor to be shared with PCS staff for feedback, correction and training. *(Note-Quality Control Inspector is not part of the minimum requirements for Town of Lake Park this is customary on all PCS jobsites and believe this additional step allows PCS to provide better services for our clients. PCS client retention is 4x the industry average. Industry average is 18 months for Client retention. PCS client retention is 4 years) *

Day Time Porters:

Day Time Porters assigned for Town of Lake Park will follow all the Cleaning Specifications given by Town of Lake Park by area and by times. Day Time Porters placed in the jobsite will go thru our training class. Routine service during the daytime has different approach that the services at night time. Day Time Porters will be bilingual and we enforce the dress code.

TAB 7



Chemicals:

Carpet Stain Removal Kit
 Floor Finish Stripper
 Concentrated Synthetic Neutral Detergent
 Quaternary Ammonium Germicidal Detergent
 Stainless Steel Cleaner
 Lotion-type Cleanser
 Glass Cleaner
 Bowl Cleaner
 Water-Emulsion Type Concrete and Terrazzo Sealer
 Graffiti Remover
 Carpet Shampoo Concentrate
 Metal-Link Polymer Floor Finish
 Spartan Chemicals
 Green Solutions - All-purpose Cleaner - 3501
 Green Solution - Glass cleaner - 3507
 Green Solutions - High Dilution Disinfectant 256 - 3508, 3516
 Green Solutions - Neutral Disinfectant Cleaner - 3502, 3513
 Green Solutions - Restroom Cleaner - 3503
 Green Solutions - Carpet Cleaner - 3509
 Green Solutions - Floor Seal & Finish - 3504
 Green Solutions - Spray Buff - 3040-4440
 Green Solutions - Chemical Management Dispensing Systems
 Furniture polish - 7-7937-2
 Stainless steel cleaner - 7-8198
 Ajax - 200000017779
 Tylex - 5813-24

**If awarded all Material Safety Data Sheet
shall be submitted**

**Equipment:**

- Upright Vacuums
- Floor Scrubber
- Rotary Floor Scrubber Portable Carpet Extractor
- Carpet Extractor Pro-Team
- Hepa filtered Vac Pac Vacuum cleaners
- Maid carts
- Janitor cart with vinyl zippered bag
- Micro Fiber
- Garbage carts
- Mop buckets
- Mop sticks
- Mop heads
- Green scrub pads
- Micro fiber towels
- Scouring Stick
- Feather dusters
- Cobweb remover
- Brooms
- Dust pans

TAB 8

A

SERVICE LOCATIONS AND TIMES

ALL ADDRESSES ARE IN LAKE PARK, FLORIDA, 33403:

- Location A.) Town Hall, 535 Park Avenue
 Location B.) PBSO District 10 Substation, 700 6th Street
 Location C.) Public Works Department, 640 Old Dixie Highway
 Location D.) Library, 529 Park Avenue
 Location E.) Recreation, 800 Park Avenue
 Location F.) Lake Park Harbor Marina (Restrooms and Shower Rooms)
 103 – 105 Lake Shore Drive
 Location G.) Lake Shore Park Restrooms, 701 Lake Shore Drive
 Location H.) Kelsey Park Restrooms, 700 Lake Shore Drive

CONTRACTOR will supply all labor, supervision, equipment, supplies, and materials required to ensure the proper performance of this work at all locations unless otherwise specified.

HOURS OF ACCESS (to be strictly enforced):

FACILITY	ADDRESS	CLEANING DAYS	HOURS OF ACCESS
A. TOWN Hall	535 Park Avenue	Monday - Friday (5 days per week)	5:00 p.m. – 11:00 p.m.
B. PBSO District 10 Substation	700 6 th Street	Monday - Fridays (5 days per week)	5:00 p.m. – 11:00 p.m.
C. Public Works Department	640-650 Old Dixie Hwy	Monday, Wednesday, and Friday (3 days per week)	4:00 p.m. – 11:00 p.m.
D. Library	529 Park Avenue	Monday – Friday (5 days per week)	9:00 p.m. – 5:00 a.m.
E. Recreation	800 Park Avenue	Every Friday	5:00 p.m. - 11:00 p.m.
F. Marina (Restrooms and Shower Rooms)	103-105 Lake Shore Drive	October 1 – April 30: Monday, Wednesday, Friday, and Saturday (4 days per week)	6:00 p.m. – 11:00 p.m.
		May 1 – September 30: Monday – Sunday (7 days per week)	6:00 p.m. - 11:00 p.m.
G. Lake Shore Park Public Restrooms	701 Lake Shore Drive	Monday - Sunday (5 days per week)	6:00 p.m. – 9:00 p.m.
H. Kelsey Park Public Restrooms	700 Lake Shore Drive	Monday - Sunday (7 days per week)	6:00 p.m. – 9:00 p.m.

SCOPE OF WORK PROPOSAL

TECHNICAL DETAILS per LOCATION

4.1 (Location A.) TOWN Hall, 535 Park Avenue

IN GENERAL:

The Town Hall is a two story office building housing the Town Manager, Town Clerk, Human Resources, Community Development, and Finance Departments. It has a Commission Chambers, ballroom with wood flooring totaling 2,300 square feet, a conference room, two kitchenettes, and side conference offices. There are four bathrooms of approximately 150 square feet each and one bathroom of about 35 sq.ft. There is a 23 step, carpeted grand stairway in the tile foyer. The floor covering is approximately 3,385 sq.ft. of commercial glue down carpeting and several area rugs over wood flooring; 3,730 sq.ft. of Dade County pine wood flooring in the offices and 2,300 sq. ft. in the Mirror Ballroom; 425 sq.ft.. of waxed paver tiles in the foyers and about 600 sq.ft. of ceramic tile in the bathrooms.

SPECIFIC HOUSEKEEPING PROVISIONS -FREQUENCY

- A. The following duties shall be performed 5 times per week. Monday, Tuesday, Wednesday, Thursday and Friday between the hours of 5:00 p.m. and 11:00 p.m. by the CONTRACTOR at the facility; cleaning activities shall not disrupt public meetings.

Duties include:

1. Empty trash, recycling and waste containers (wipe trash lids and containers as needed before replacing liner) in all rooms, and hallways.
2. Replace plastic liners of appropriate size in waste receptacles. Liners shall be replaced only when soiled, torn or no longer useful.
3. Clean conference room table and dust chairs and all other furniture in the room.
4. Clean and sanitize all drinking fountains using metal polish as necessary to remove watermarks.
5. Vacuum all carpeted floor areas, including areas under desks, chairs, tables and other furniture, as well as corners, baseboards and stairs. The vacuuming shall remove staples, particles of paper or other material, mud, dirt or any other debris on the carpet. Spot clean carpets on an as needed basis.
6. All non-carpeted floor areas shall be washed with clean water and a clean mop. Disinfect all non-carpeted floor areas including stairwells and landings. Wash and mop procedures should leave a clean appearance, without streaks or spots, and should not splatter walls or baseboards. Floor tiles and grout should be maintained in a clean and stain free condition.
7. Remove all cobwebs; remove fingerprints from doors and partition glass. Disinfect all entry door handles.

8. Clean all interior building entranceways and the south exterior foyer.
 9. Clean elevator flooring and door tracks. Remove fingerprints from elevator doors and polish surface from top to bottom.
 10. Clean and disinfect all restrooms, including sinks, toilets, urinals, mirrors (must be streak and spot free), floors, walls, partitions, door handles and fixtures. Clean underside rim on urinals and toilet bowls. Clean and polish all mirrors, dispensers and trim. Wash and sanitize toilet seats and sanitary napkin receptacles. Fill toilet tissue, towels, and soap dispensers with designated materials. Replace urinal blocks and screens as needed. Wet mop floors with disinfectant cleaner. Gather all waste paper and dispose in proper receptacles. Tile surfaces must be maintained in a clean, unstained condition with sparkling appearance in all areas of bathrooms. Toilets and restrooms must be maintained in clean and sanitary condition.
 11. Wipe down clean and disinfect the outside of all appliances with suitable cleaners in the employee lounge areas. In addition, wipe down, clean and disinfect all sinks, counters, tables, chairs and fixtures. Sweep floors. Wet mop floors with disinfectant cleaner. Dispose of all trash and replace liners, empty recycle bins.
 12. Clean all open stairwell surfaces daily.
- B. The following duties shall be performed on a **weekly** basis (with the exception of item number 7, which should occur two times per week) by the CONTRACTOR at the facility (cleaning activities shall not disrupt public meetings):
1. Dust all picture frames, charts, graphs and similar wall hangings. Dust all ledges and other flat surfaces within reach. Dust tops of all bookcases.
 2. Remove fingerprints from walls, woodwork and doorframes.
 3. Systematically clean all elevator tracks.
 4. Hand wash walls, stall partitions and light switches in restrooms. Flush floor drains. Dust partitions and wall surfaces.
 5. Mirror Ballroom Floor (2,300 square feet) – 2 times per week – clean wood floor. Cleaning shall consist of dry dust mopping and light damp spot mopping only (no heavy water use).
- C. The following duties shall be performed on a **monthly** basis by the CONTRACTOR at the facility (cleaning activities shall not disrupt public meetings):
1. High dusting. (High partitions and moldings).
 2. Dust or vacuum outside of air conditioning vents including restrooms.
 3. Dust all blinds.

4. Dust all baseboards including restrooms.
5. Dust all fire extinguisher cabinets.
6. Dust window ledges.
7. Wipe down interior doors.
8. Clean all file cabinet tops, workstation partitions, ledges sills, and dust all furniture in a dust free condition. **Note: Do Not Disturb or Move Anything On The Desks.**

4.2 (Location B.) PBSO District 10 Substation, 700 6th Street

IN GENERAL:

The Sheriff's office substation is a single story office building housing a District Commander, his Administrative Assistant, Sergeants' offices, conference room, kitchenette, public information area, and unoccupied holding cells. There are four, single toilet bathrooms ranging in size from 30 square feet to 40 square feet. The floor covering is approximately 3,500 sq.ft. of ceramic tile and about 175 sq.ft. of commercial glue down carpeting.

Note: the County shall conduct fingerprint based criminal history record checks on all persons who have unescorted access to the Palm Beach Sheriff's Office District 10 Substation, a designated "critical facility". A fingerprint based criminal history record check shall be conducted on all CONTRACTOR's employees who are unescorted when entering a facility determined to be critical to the public safety and security of the TOWN. The CONTRACTOR is solely responsible for understanding the financial, schedule, and staffing implications of this Ordinance. Further, the CONTRACTOR acknowledges that its proposal price includes any and all direct or indirect costs associated with compliance of this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the County.

Arrangements must be made directly with the Sheriff for access to the PBSO District 10 Substation.

SPECIFIC HOUSEKEEPING PROVISIONS -FREQUENCY

- A. The following duties shall be performed 5 times per week, Monday, Tuesday, Wednesday, Thursday, and Friday between the hours of 5:00 p.m. and 11:00 p.m. by the CONTRACTOR at the facility:

Duties include:

1. Empty trash, recycling and waste containers (wipe trash lids and containers as needed before replacing liner) in all rooms, hallways and outside of buildings.
2. Replace plastic liners of appropriate size in waste receptacles. Liners shall be replaced only when soiled, torn or no longer useful.
3. Clean conference room table and dust chairs and all other furniture in the room.

4. Clean and sanitize all drinking fountains using metal polish as necessary to remove watermarks and fingerprints.
 5. Vacuum all carpeted floor areas, including areas under desks, chairs, tables and other furniture, as well as corners, baseboards and stairs. The vacuuming shall remove staples, particles of paper or other material, mud, dirt or any other debris on the carpet. Spot clean carpets on an as needed basis.
 6. All non-carpeted floor areas shall be washed with clean water and a clean mop. Disinfect all non-carpeted floor areas including stairwells and landings. Wash and mop procedures should leave a clean appearance, without streaks or spots, and should not splatter walls or baseboards. Floor tiles and grout should be maintained in a clean and stain free condition.
 7. Remove all cobwebs; remove fingerprints from doors and partition glass. Disinfect all entry door handles.
 8. Clean all building entranceways, inside and outside. Particular attention must be given to the storefront glass doors and sidelights. Clean and maintain cigarette receptacles outside of exterior doors. Remove trash or litter and mop or vacuum.
 9. Clean all glass in the main lobby and all other interior areas (excluding exterior windows).
 10. Clean and disinfect all restrooms, including sinks, toilets, urinals, mirrors (must be streak and spot free), floors, walls, partitions, door handles and fixtures. Clean underside rim on urinals and toilet bowls. Clean and polish all mirrors, dispensers and trim. Wash and sanitize toilet seats and sanitary napkin receptacles. Fill toilet tissue, towels, and soap dispensers with designated materials. Wet mop floors with disinfectant cleaner. Gather all waste paper and dispose in proper receptacles. Tile surfaces must be maintained in a clean, unstained condition with sparkling appearance in all areas of bathrooms. Toilets and restrooms must be maintained in clean and sanitary condition.
 11. Wipe down clean and disinfect the outside of all appliances with suitable cleaners in the employee lounge areas. In addition, wipe down, clean and disinfect all sinks, counters, tables, chairs and fixtures. Sweep floors. Wet mop floors with disinfectant cleaner. Dispose of all trash and replace liners, empty recycle bins.
- B. The following duties shall be performed on a weekly basis by the CONTRACTOR at the facility:

1. Dust all picture frames, charts, graphs and similar wall hangings. Dust all ledges and other flat surfaces within reach. Dust tops of all bookcases.
 2. Remove fingerprints from walls, woodwork and doorframes.
 3. Hand wash walls, stall partitions and light switches in restrooms. Flush floor drains. Dust partitions and wall surfaces.
 4. Clean restroom in jail cell.
- C. The following duties shall be performed on a monthly basis by the CONTRACTOR at the facility:
1. High dusting. (High partitions and moldings).
 2. Dust or vacuum outside of air conditioning vents including restrooms.
 3. Dust all blinds.
 4. Dust all baseboards including restrooms.
 5. Dust all fire extinguisher cabinets.
 6. Dust window ledges.
 7. Wipe down interior doors.
 8. Clean all file cabinet tops, workstation partitions, ledges, sills, and dust all furniture in a dust free condition. **Note: Do Not Disturb or Move Anything On The Desks.**

4.3 (Location C.) Public Works Department, 640-650 Old Dixie Highway

IN GENERAL:

The Public Works Department consists of three buildings on a single site.

The two story Administration facility houses the Director, his Assistant, the Project Manager, four office areas, Foremen's office area upstairs, an executive kitchenette, a staff break room with kitchenette, and a conference room. There are two, tiled bathrooms with showers, approximately 50 square feet each and a 20 sq.ft. wash room. The floor covering is approximately 950 sq.ft. of commercial glue down carpeting, 675 sq.ft. of concrete, and 550 sq.ft. of ceramic tile. There is a 13 step, carpeted service stairway.

The Vehicle Maintenance office is a 170 sq.ft. carpeted area with a bathroom and a washroom. There is approximately 65 sq.ft. of ceramic tile in these two "wet" areas.

The Facilities Maintenance barn has a 65 sq.ft. washroom with two toilet stalls with ceramic tile flooring. There is a 25 sq.ft. shower with a concrete floor. There is a utility "wash-up" sink out on the floor.

SPECIFIC HOUSEKEEPING PROVISIONS -FREQUENCY

- D. The following duties shall be performed 3 times per week, Monday, Wednesday,

and Friday between the hours of 4:00 p.m. and 11:00 p.m. by the CONTRACTOR at the facility:

Duties include:

1. Empty trash, recycling and waste containers (wash trash lids and containers as needed before replacing liner) in all rooms, and hallways.
1. Replace plastic liners of appropriate size in waste receptacles. Liners shall be replaced only when soiled, torn or no longer useful.
2. Clean conference room table and dust chairs and all other furniture in the room.
3. Vacuum all carpeted floor areas, including areas under desks, chairs, tables and other furniture, as well as corners, baseboards and stairs. The vacuuming shall remove staples, particles of paper or other material, mud, dirt or any other debris on the carpet. Spot clean carpets on an as needed basis.
4. All non-carpeted floor areas shall be washed with clean water and a clean mop. Disinfect all non-carpeted floor areas including stairwells and landings. Wash and mop procedures should leave a clean appearance, without streaks or spots, and should not splatter walls or baseboards. Floor tiles and grout should be maintained in a clean and stain free condition.
5. Remove all cobwebs; remove fingerprints from doors and partition glass.
6. Clean all building entrance doors, disinfect door handles.
7. Clean and disinfect all restrooms in all three (3) buildings, including sinks, toilets, mirrors (must be streak and spot free), floors, walls, partitions and fixtures. Clean underside rim on toilet bowls. Clean and polish all mirrors, dispensers and trim. Wash and sanitize toilet seats. Fill toilet tissue, towels, and soap dispensers with designated materials. Wet mop floors with disinfectant cleaner. Gather all waste paper and dispose in proper receptacles. Tile surfaces must be maintained in a clean, unstained condition with sparkling appearance in all areas of bathrooms. Toilets and restrooms must be maintained in clean and sanitary condition.
8. Wipe down clean and disinfect the outside of all appliances with suitable cleaners in the employee lounge areas. In addition, wipe down, clean and disinfect all sinks, counters, tables, chairs and fixtures. Sweep floors. Wet mop floors with disinfectant cleaner. Dispose of all trash and replace liners, empty recycle bins.
9. Clean all open stairwell surfaces.

E. The following duties shall be performed on a weekly basis by the CONTRACTOR at the facility:

1. Dust all picture frames, charts, graphs and similar wall hangings. Dust all ledges and other flat surfaces within reach. Dust tops of all bookcases.
2. Remove fingerprints from walls, woodwork and doorframes.
3. Hand wash walls, stall partitions and light switches in restrooms. Flush floor drains. Dust partitions and wall surfaces.

F. The following duties shall be performed on a monthly basis by the CONTRACTOR at the facility:

1. High dusting. (High partitions and moldings).
2. Dust or vacuum all ceiling vents including restrooms.
3. Dust all blinds.
4. Dust all baseboards including restrooms.
5. Dust all fire extinguisher cabinets.
6. Dust window ledges.
7. Clean all file cabinet tops, workstation partitions, ledges, sills, and dust all furniture in a dust free condition. **Note: Do Not Disturb or Move Anything On The Desks.**

4.4 (Location D.) Library, 529 Park Avenue

IN GENERAL:

The Library is a one story building housing offices and a common area, with two public restrooms.

SPECIFIC HOUSEKEEPING PROVISIONS -FREQUENCY

- A. The following duties shall be performed 5 times per week, Monday, Tuesday, Wednesday, Thursday and Friday between the hours of 9:00 p.m. and 5:00 a.m. by the CONTRACTOR at the facility; cleaning activities shall not disrupt public meetings.

Duties include:

1. Empty trash, recycling and waste containers (wipe trash lids and containers as needed before replacing liner) in all rooms, and hallways.
2. Replace plastic liners of appropriate size in waste receptacles. Liners shall be replaced only when soiled, torn or no longer useful.
3. Clean table tops and dust chairs and all other furniture in the room.
4. Clean and sanitize all drinking fountains using metal polish as necessary to remove watermarks.

5. Vacuum all carpeted floor areas, including areas under desks, chairs, tables and other furniture, as well as corners, baseboards and stairs. The vacuuming shall remove staples, particles of paper or other material, mud, dirt or any other debris on the carpet. Spot clean carpets on an as needed basis.
 6. All non-carpeted floor areas shall be washed with clean water and a clean mop. Disinfect all non-carpeted floor areas including stairwells and landings. Wash and mop procedures should leave a clean appearance, without streaks or spots, and should not splatter walls or baseboards. Floor tiles and grout should be maintained in a clean and stain free condition.
 7. Remove all cobwebs; remove fingerprints from doors and partition glass. Disinfect all entry door handles.
10. Clean and disinfect all restrooms, including sinks, toilets, urinals, mirrors (must be streak and spot free), floors, walls, partitions, door handles and fixtures. Clean underside rim on urinals and toilet bowls. Clean and polish all mirrors, dispensers and trim. Wash and sanitize toilet seats and sanitary napkin receptacles. Fill toilet tissue, towels, and soap dispensers with designated materials. Replace urinal blocks and screens as needed. Wet mop floors with disinfectant cleaner. Gather all waste paper and dispose in proper receptacles. Tile surfaces must be maintained in a clean, unstained condition with sparkling appearance in all areas of bathrooms. Toilets and restrooms must be maintained in clean and sanitary condition.
11. Wipe down, clean and disinfect the outside of all appliances with suitable cleaners in the employee lounge areas. In addition, wipe down, clean and disinfect all sinks, counters, tables, chairs and fixtures. Sweep floors. Wet mop floors with disinfectant cleaner. Dispose of all trash and replace liners, empty recycle bins.
- B The following duties shall be performed on a weekly basis by the CONTRACTOR at the facility (cleaning activities shall not disrupt public meetings):
1. Dust all picture frames, charts, graphs and similar wall hangings. Dust all ledges and other flat surfaces within reach. Dust tops of all bookcases.
 2. Remove fingerprints from walls, woodwork and doorframes.
 3. Hand wash walls, stall partitions and light switches in restrooms. Flush floor drains. Dust partitions and wall surfaces.
- C The following duties shall be performed on a monthly basis by the CONTRACTOR at the facility (cleaning activities shall not disrupt public meetings):
1. High dusting. (High partitions and moldings).

2. Dust or vacuum outside of air conditioning vents including restrooms.
3. Dust all blinds.
4. Dust all baseboards including restrooms.
5. Dust all fire extinguisher cabinets.
6. Dust window ledges.
7. Wipe down interior doors.
8. Clean all file cabinet tops, workstation partitions, ledges, sills, and dust all furniture in a dust free condition. **Note: Do Not Disturb or Move Anything On The Desks.**

4.5 (Location E.) 800 Park Avenue

IN GENERAL:

The 800 Park Avenue Building is a one story building housing offices and a common area, with two public restrooms.

SPECIFIC HOUSEKEEPING PROVISIONS -FREQUENCY

- A. The following duties shall be performed **1 times per week.** every Friday between the hours of 5:00 p.m. and 9:00 p.m. by the CONTRACTOR at the facility.

Duties include:

1. Empty trash, recycling and waste containers (wipe trash lids and containers as needed before replacing liner) in all rooms, and hallways.
2. Replace plastic liners of appropriate size in waste receptacles. Liners shall be replaced only when soiled, torn or no longer useful.
3. Clean table tops and dust chairs and all other furniture in the room.
4. Vacuum all carpeted floor areas, including areas under desks, chairs, tables and other furniture, as well as corners, baseboards and stairs. The vacuuming shall remove staples, particles of paper or other material, mud, dirt or any other debris on the carpet.
5. All non-carpeted floor areas shall be washed with clean water and a clean mop. Disinfect all non-carpeted floor areas including stairwells and landings. Wash and mop procedures should leave a clean appearance, without streaks or spots, and should not splatter walls or baseboards. Floor tiles and grout should be maintained in a clean and stain free condition.
6. Remove all cobwebs; remove fingerprints from doors and partition glass. Disinfect all

entry door handles.

10. Clean and disinfect all restrooms, including sinks, toilets, urinals, mirrors (must be streak and spot free), floors, walls, partitions, door handles and fixtures. Clean underside rim of toilet bowls. Clean and polish all mirrors, dispensers and trim. Wash and sanitize toilet seats and sanitary napkin receptacles. Fill toilet tissue, towels, and soap dispensers with designated materials. Replace urinal blocks and screens as needed. Wet mop floors with disinfectant cleaner. Gather all waste paper and dispose in proper receptacles. Tile surfaces must be maintained in a clean, unstained condition with sparkling appearance in all areas of bathrooms. Toilets and restrooms must be maintained in clean and sanitary condition.

11. Wipe down, clean and disinfect the outside of all appliances with suitable cleaners in the employee lounge areas. In addition, wipe down, clean and disinfect all sinks, counters, tables, chairs and fixtures. Sweep floors. Wet mop floors with disinfectant cleaner. Dispose of all trash and replace liners, empty recycle bins.

D The following duties shall be performed on a weekly basis by the CONTRACTOR at the facility (cleaning activities shall not disrupt public meetings):

1. Dust all picture frames, charts, graphs and similar wall hangings. Dust all ledges and other flat surfaces within reach. Dust tops of all bookcases.
2. Remove fingerprints from walls, woodwork and doorframes.
3. Hand wash walls, stall partitions and light switches in restrooms. Flush floor drains. Dust partitions and wall surfaces.

E The following duties shall be performed on a monthly basis by the CONTRACTOR at the facility (cleaning activities shall not disrupt public meetings):

1. High dusting. (High partitions and moldings).
2. Dust or vacuum outside of air conditioning vents including restrooms.
3. Dust all blinds.
4. Dust all baseboards including restrooms.
5. Dust all fire extinguisher cabinets.
6. Dust window ledges.
7. Wipe down interior doors.
8. Clean all file cabinet tops, workstation partitions, ledges, sills, and dust all furniture in a dust free condition. **Note: Do Not Disturb or Move Anything On The Desks.**

4.6 (Location F.) Lake Park Harbor Marina (Restrooms and Shower Rooms) 103 - 105 Lake Shore Drive

IN GENERAL:

The Lake Park Harbor Marina is a TOWN operated marina and public boat launching facility serving tourists, transient, and resident boaters. Public restroom facilities that serve the boat launching facilities are used by approximately 35 people per day; and restroom, shower, and laundry facilities for occupants of the marina are used by approximately 60 persons per day.

Not part of the weekly cleaning contract are the Marina office and the second floor, rental meeting room. The weekly cleaning contract is only for the three sets of public restrooms and limited access bathrooms with showers which are located as follows; there are two, 55 sq. ft. public restrooms with tile, next to the public boat ramp located at the south of the facility. Each restroom has one toilet and one sink. There are also two, 55 sq. ft. public restrooms on the second floor of the Marina office building. Each of these restrooms has one toilet and one sink. The men's and women's limited access bathrooms with showers are located in the Marina office building at the north end of the facility. Each bathroom measures approximately 290 sq. ft. and has two fully tiled shower stalls. There are a total of eight toilets and/or urinals and four sinks.

SPECIFIC HOUSEKEEPING PROVISIONS -FREQUENCY

A. The following duties shall be performed **4 times per week, from October 1 to April 30**, on Monday, Wednesday, Friday, and Saturday including holidays, between the hours of 6:00 p.m. and 11:00 p.m.. The following duties shall be performed **7 times per week from May 1 to September 30**, on Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday, between the hours of 6:00 p.m. and 11:00 p.m. by the CONTRACTOR at the facility:

1. Clean and disinfect all restrooms in both buildings, including sinks, toilets, mirrors (must be streak and spot free), floors, walls, partitions and fixtures. Clean underside rim on toilet bowls. Clean and polish all mirrors, dispensers and trim. Wash and sanitize toilet seats. Fill toilet tissue, towels, and soap dispensers with designated materials. Replace urinal blocks and screens as needed. Thoroughly sweep and then wet mop floors with disinfectant cleaner. Gather all waste paper and dispose in proper receptacles. Tile surfaces must be maintained in a clean, unstained condition with sparkling appearance in all areas of bathrooms. Toilets and restrooms must be maintained in clean and sanitary condition.
2. Clean and disinfect all showers, including tile walls, floors, faucets, drains, handicapped shower seats and shower heads. Remove all mildew, mold, soap scum and residue from all surfaces including shower curtains.
3. Clean and disinfect all sinks, counters, soap and towel dispensers. Remove all soap scum and residue.
4. Empty trash, recycling and waste containers (wipe and disinfect trash lids and containers as needed before replacing liner) in all rooms, hallways and areas immediately outside of restrooms and bathrooms. Empty and disinfect sanitary napkin disposal containers.

5. Remove all cobwebs; remove fingerprints from doors and walls. Disinfect all entry door handles.

B. The following duties shall be performed on a **monthly** basis by the CONTRACTOR at the facility:

1. Hand wash walls, stall partitions and light switches in restrooms. Flush floor drains.
2. Dust or vacuum all ceiling vents including restrooms.
3. Clean and polish water drinking fountains.

C. The following shall be performed on a **quarterly** basis by the CONTRACTOR at the facility.

1. Power scrub all the tile floors

4.7 (Location G) Lake Shore Park Public Restrooms 701 Lake Shore Drive

IN GENERAL

The Lake Shore Park Public Restroom is a 380 square foot facility with both a men's and a lady's' room. It has painted concrete floors and walls and a total of three toilets, one urinal, and four sinks. It is situated between the tennis courts and the rental pavilion. There is a chrome dished, chilled water fountain in the foyer.

SPECIFIC HOUSEKEEPING PROVISIONS -FREQUENCY

A. The following duties shall be performed **7 times per week**, Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, and Sunday between the hours of 6:00 p.m. and 9:00 p.m. by the CONTRACTOR at the facility:

1. Clean and disinfect two (2) restrooms, including sinks, toilets, urinals, mirrors (must be streak and spot free), floors, walls, partitions and fixtures. Clean underside rim on urinals and toilet bowls. Clean and polish all mirrors, dispensers and trim. Wash and sanitize toilet seats and sanitary napkin receptacles. Fill toilet tissue, and soap dispensers with designated materials. Wet mop floors with green products. Gather all waste paper and dispose in proper receptacles. Painted surfaces must be maintained in a clean, unstained condition with sparkling appearance in all areas of bathrooms. Toilets and restrooms must be maintained in clean and sanitary condition.

B. The following duties shall be performed on a **weekly** basis by the CONTRACTOR at the facility:

1. Hose down walls and floors, spray with disinfectant, scrub with a stiff brush, and rinse. Squeegee water out of the building.

C. The following shall be performed on a **quarterly** basis by the CONTRACTOR at the facility.

1. Power scrub all the tile floors.

4.8 (Location H) Kelsey Park Public Restrooms 700 Lake Shore Drive

IN GENERAL

The Kelsey Park public restroom is located near the north end of Kelsey Park, with two toilets and two sinks on the women's side, and one toilet, one urinal, and two sinks on the men's side. The restroom has epoxy floors. This is a public restroom with a combined square footage of approximately 240 square feet.

SPECIFIC HOUSEKEEPING PROVISIONS -FREQUENCY

- A. The following duties shall be performed 7 times per week Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, and Sunday between the hours of 6:00 p.m. and 9:00 p.m. by the CONTRACTOR at the facility:

1. Clean and disinfect two (2) restrooms, including sinks, toilets, urinals, mirrors (must be streak and spot free), floors, walls, partitions and fixtures. Clean underside rim on urinals and toilet bowls. Clean and polish all mirrors, dispensers and trim. Wash and sanitize toilet seats and sanitary napkin receptacles. Fill toilet tissue, and soap dispensers with designated materials. Wet mop floors with green products. Gather all waste paper and dispose in proper receptacles. Painted surfaces must be maintained in a clean, unstained condition with sparkling appearance in all areas of bathrooms. Toilets and restrooms must be maintained in clean and sanitary condition.

- B. The following duties shall be performed on a weekly basis by the CONTRACTOR at the facility:

1. Hose down walls and floors, spray with disinfectant, scrub with a stiff brush, and rinse. Squeegee water out of the building.

- C. The following shall be performed on a quarterly basis by the CONTRACTOR at the facility.

1. Power scrub all the tile floors.

The CONTRACTOR shall supervise and direct all work, using skilled labor and proper equipment for all tasks. Safety of the CONTRACTOR's personnel and equipment is the responsibility of the CONTRACTOR. Additionally, the CONTRACTOR shall pay for all materials, personnel, taxes, and fees necessary to perform under the terms of this contract.

NOTE: The Town Hall facility is controlled by a master key level system. It will be the responsibility of the CONTRACTOR to secure all keys from loss, and to return any and all keys to the Town upon contract expiration or termination. IF THE CONTRACTOR FAILS TO RETURN all keys issued to it by the Town, for any reason, the CONTRACTOR will be responsible for re-keying the facility to a security level equivalent or better than existing, at no cost to the Town.

B

PRICE PROPOSAL FORM

TITLE: JANITORIAL SERVICES QUOTE PER THE TERMS, CONDITIONS, AND SPECIFICATIONS OF THE TOWN OF LANTANA AGREEMENTS ITB 2019-09-PW & ITB 2019-10-PW

Please propose prices for the following consistent with the information contained within the Town of Lantana Agreements ITBs 2019-09-PW & 2019-10-PW:

ITEM No.	Description	Unit	Quantity	TOTAL PRICE
1.	Indemnification	Job	1	\$100.00
2.	Mobilization and Registration With TOWN, including Criminal Records Check for two (2) employees and one (1) supervisor	L.S.	1	_____
3.	Provide labor, supervision, Equipment, and supplies Required to professionally Clean the listed TOWN facilities			
	A.) TOWN Hall	L.S.	1	\$3,234.00
	a.) Initial, one-time Cleaning to bring Location into contract compliance	JOB	1	_____
	B.) PBSO District 10 Substation	L.S.	1	\$1,386.00
	b.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	_____
	C.) Public Works Department	L.S.	1	\$1,155.00
	c.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	_____
	D.) Library	L.S.	1	\$1,386.00
	d.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	_____
	E.) Recreation	L.S.	1	\$273.00
	e.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	_____
	F.) Lake Park Harbor Marina	L.S.	1	\$958.00
	f.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	_____

G.) Lake Shore Park Restrooms	L.S.	1	<u>\$958.00</u>
g.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	<u> </u>
H.) Kelsey Park Restrooms	L.S.	1	<u>\$958.00</u>
h.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	<u> </u>
I.) Evergreen House	L.S.	1	<u>\$273.00</u>
i.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	<u> </u>

BASE PRICE of ITEMS 1-3-----\$ \$10,581.00 (Through
10/31/2022)

Written Amount \$ Ten thousand five hundred and eighty one dollars.

4. UNIT PRICES (on an "As Needed" basis):

Power Scrub Ceramic Tile	\$ <u>.40</u> per square foot
Strip and Wax Paver Tile	\$ <u>.45</u> per square foot
Strip and Seal Wood Flooring	\$ <u>.39</u> per square foot
Strip and Wax Vinyl Tile	\$ <u>.41</u> per square foot
Carpet Cleaning	\$ <u>.39</u> per square foot
Window Cleaning (Interior)	\$ <u> </u> (1) large window
	\$ <u> </u> (1) medium window
	\$ <u> </u> (1) small window
Window Cleaning (Exterior)	\$ <u> </u> (1) large window
	\$ <u> </u> (1) medium window
	\$ <u>25.00</u> (1) small window
Hourly Labor Rate – Heavy Cleaning	\$ <u>22.00</u> per hour

Hourly Labor Rate – Porter Service

\$ 22.00 per hour

Number of days to start work after receipt of Notice to Proceed: 8/22/2022Submitted By: Madid PedrazaName of Firm: P.C.S. Professional cleaning Services Corp.Tel. No. 954 549 5543 Fax No. _____Email Address: info@neatcleansewicewa.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/18/2022

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 rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brite Choice Insurance II 1109 N Federal Hwy Fort Lauderdale FL 33304		CONTACT NAME: Gabriel E Rivera PHONE (A/C, No, Ext): (954) 200-7711 FAX (A/C, No): (954) 580-3222 E-MAIL: Gabriel@britechoiceinsurance.com ADDRESS:															
INSURED PCS Professional Cleaning Corp 5800 s sable circle margate FL 33063		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : ASCENDANT COMMERCIAL</td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ASCENDANT COMMERCIAL		INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	N	GL-68806-1	06/12/2022	06/12/2023	EACH OCCURRENCE \$ 1,000,00.00
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000.00						
	MED EXP (Any one person) \$ 5,000.00						
	PERSONAL & ADV INJURY \$ 1,000,000.00						
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION S						EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER**CANCELLATION**

TOWN OF LAKE PARK 535 Park Avenue Lake Park FL 33403	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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AGREEMENT FOR JANITORIAL SERVICES FOR PUBLIC OFFICES WITHIN THE TOWN OF LANTANA

THIS AGREEMENT is hereby made and entered into this 1st day of November, 2019 ("Effective Date") by and between the Town of Lantana, a Florida municipal corporation ("Town"), whose address is 500 Greynolds Circle, Lantana, Florida 33462, and P.C.S. Professional Cleaning Services Corporation, a corporation ("Contractor"), whose address is 5800 S. Sable Circle, Margate, Florida 33063.

WHEREAS, the Town desires to retain the services of the Contractor to provide the goods and services in accordance with the Town's Invitation to Bid No. 2019-09-PW and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the Town agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the Town's Invitation to Bid No. 2019-09-PW, and the Contractor's response to the Invitation to Bid, including all documentation required thereunder. In the event of a conflict between the terms, conditions, and specification set forth in this Agreement and Town's ITB No. 2019-09-PW, and the Contractor's response; the documents shall have precedence in the following order, this Agreement, then the Town's ITB No. 2019-09-PW, and then the Contractor's response to ITB No. 2019-09-PW.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the Town's Invitation to Bid, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The Town shall pay the Contractor \$35,454.20 annually according to the terms and specifications of the Town's Invitation to Bid and as set forth on Page 24 of the Contractor's response thereto.

ARTICLE 4. AVAILABILITY OF FUNDS

The Town's performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Town Council.

ARTICLE 5. DEFAULT, DEFAULT REMEDIES AND TERMINATION FOR CAUSE

This Agreement may be terminated for cause by action of the Town or by Contractor if the party in breach has not corrected the breach within fourteen (14) days after written notice from the aggrieved party identifying the breach.

ARTICLE 6. TERMINATION FOR CONVENIENCE

(a) The Town may terminate performance of work under this contract in whole or, from time to time, in part if the Town determines that a termination is in the Town's interest. The Town shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Town, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to the Town, as directed by the Town, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Town shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Town, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (6) As directed by the Town, transfer title and deliver to the Town (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Town.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Town may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Town has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Town, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Town. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Town under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Town.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Town upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Town a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Town. The Contractor may request the Town to remove those items or enter into an agreement for their storage. Within 15 days, the Town will accept title to those items and remove them or enter into a storage agreement. The Town may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Town in the form and with the certification prescribed by the Town. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Town upon written request of the Contractor within this 1-year period. However, if the Town determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Town may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Town may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Town fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Town shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of -

- (i) The cost of this work;
- (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and
- (iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Town under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Town shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including -

- (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
 - (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (h) Except for normal spoilage, and except to the extent that the Town expressly assumed the risk of loss, the Town shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value as determined by the Town, for the loss of the Town property.
- (i) The cost principles and procedures of part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Town under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted:

(l) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Town has against the Contractor under this contract;
and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Town.

(l) If the termination is partial, the Contractor may file a proposal with the Town for an equitable adjustment of the price(s) of the continued portion of the contract. The Town shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Town.

(m)

(1) The Town may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Town believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Town upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Town because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Town, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Town, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(o) Contractor acknowledges and agrees that One Thousand Dollars (\$1,000.00) of the compensation to be paid by Town, the receipt and adequacy of which is hereby acknowledged by Contractor, is given as special consideration to Contractor for Town's right to terminate this Agreement for convenience.

ARTICLE 7. CLEAN AIR ACT

Contractor shall, in the course of performing pursuant to this Agreement, comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

ARTICLE 8. ENERGY EFFICIENCY

Contractor shall, in the course of performing pursuant to this Agreement, comply with all applicable standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

ARTICLE 9. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, *Fla. Stat.*, if the Contractor: (i) provides a service; and (ii) acts on behalf of the Town as provided under Section 119.011(2) *Fla. Stat.*, the Contractor shall comply with the requirements of Section 119.0701, *Fla. Stat.*, as it may be amended from time to time. The Contractor is specifically required to:

A. Keep and maintain public records required by the Town to perform services as provided under this Contract.

B. Upon request from the Town's Custodian of Public Records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Contractor 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 contract term and following completion of the Contract, if the Contractor does not transfer the records to the public agency.

D. Upon completion of the Contract the Contractor shall transfer, at no cost to the Town, all public records in possession of the Contractor unless notified by Town's representative/liaison, on behalf of the Town's Custodian of Public Records, to keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor must be provided to Town, upon request of the

Town's Custodian of Public Records, in a format that is compatible with the information technology systems of Town, at no cost to Town.

Failure of the Contractor to comply with the requirements of this article shall be a material breach of this Contract. Town shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Contractor acknowledges that it has familiarized itself with the requirements of Chapter 119, *Fla. Stat.*, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK, TOWN HALL, 500 GREYNOLDS CIRCLE, LANTANA, FL 33462, BY E-MAIL AT NDRITZ@LANTANA.ORG OR BY TELEPHONE AT 561-540-5016

ARTICLE 10. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the Town: Town of Lantana
500 Greynolds Circle
Lantana, Florida 33462
Attn: Town Manager
Email: dmanzo@lantana.org
- ii. with a copy to: Town of Lantana
500 Greynolds Circle
Lantana, Florida 33462
Attn: Town Attorney
Email: max@lohmanlawgroup.com
- iii. As to the Contractor: P.C.S. Professional Cleaning Services Corporation
5800 S. Sable Circle
Margate, Florida 33063.
Attn.: Madid Pedraza
Email: info@neatcleanservicesusa.com

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be the date first set forth above.

d. 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 court of competent jurisdiction located in Palm Beach County, Florida. 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.

e. Third-party Beneficiary. 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 Town and/or Contractor.

ARTICLE 11. TERM

The term of this Agreement shall be from the effective date through October 31, 2022, unless terminated earlier in accordance with Articles 5 or 6. The parties may by mutual agreement enter into up to two (2) one-year extensions.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

TOWN OF LANTANA, FLORIDA

Contractor,

By: Deborah S. Manzo
Deborah S. Manzo, Town Manager

By: Hadid Pedraza

Print Name: HADID PEDRAZA

Title: President

By: Nicole Dritz
Nicole Dritz, Town Clerk



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: R. Max Lohman
R. Max Lohman, Town Attorney

AGREEMENT FOR JANITORIAL SERVICES FOR PUBLIC RESTROOMS WITHIN THE TOWN OF LANTANA

THIS AGREEMENT is hereby made and entered into this 1st day of November, 2019 (“Effective Date”) by and between the Town of Lantana, a Florida municipal corporation (“Town”), whose address is 500 Greynolds Circle, Lantana, Florida 33462, and P.C.S. Professional Cleaning Services Corporation, a corporation (“Contractor”), whose address is 5800 S. Sable Circle, Margate, Florida 33063.

WHEREAS, the Town desires to retain the services of the Contractor to provide the goods and services in accordance with the Town’s Invitation to Bid No. 2019-10-PW and the Contractor’s response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the Town agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the Town’s Invitation to Bid No. 2019-10-PW, and the Contractor’s response to the Invitation to Bid, including all documentation required thereunder. In the event of a conflict between the terms, conditions, and specification set forth in this Agreement and Town’s ITB No. 2019-10-PW, and the Contractor’s response; the documents shall have precedence in the following order, this Agreement, then the Town’s ITB No. 2019-10-PW, and then the Contractor’s response to ITB No. 2019-10-PW.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the Town’s Invitation to Bid, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The Town shall pay the Contractor \$5,737.26 annually according to the terms and specifications of the Town’s Invitation to Bid and as set forth on Page 24 of the Contractor’s response thereto.

ARTICLE 4. AVAILABILITY OF FUNDS

The Town’s performance and obligation to pay under this contract for subsequent fiscal years are contingent upon annual appropriations for its purpose by the Town Council.

ARTICLE 5. DEFAULT, DEFAULT REMEDIES AND TERMINATION FOR CAUSE

This Agreement may be terminated for cause by action of the Town or by Contractor if the party in breach has not corrected the breach within fourteen (14) days after written notice from the aggrieved party identifying the breach.

ARTICLE 6. TERMINATION FOR CONVENIENCE

(a) The Town may terminate performance of work under this contract in whole or, from time to time, in part if the Town determines that a termination is in the Town's interest. The Town shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Town, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

- (1) Stop work as specified in the notice.
- (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
- (3) Terminate all subcontracts to the extent they relate to the work terminated.
- (4) Assign to the Town, as directed by the Town, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Town shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
- (5) With approval or ratification to the extent required by the Town, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.
- (6) As directed by the Town, transfer title and deliver to the Town (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Town.
- (7) Complete performance of the work not terminated.
- (8) Take any action that may be necessary, or that the Town may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Town has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Town, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Town. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Town under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Town.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Town upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Town a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Town. The Contractor may request the Town to remove those items or enter into an agreement for their storage. Within 15 days, the Town will accept title to those items and remove them or enter into a storage agreement. The Town may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Town in the form and with the certification prescribed by the Town. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Town upon written request of the Contractor within this 1-year period. However, if the Town determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Town may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Town may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (f) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and Town fail to agree on the whole amount to be paid the Contractor because of the termination of work, the Town shall pay the Contractor the amounts determined as follows, but without duplication of any amounts agreed upon under paragraph (f) of this clause:

(1) For contract work performed before the effective date of termination, the total (without duplication of any items) of -

(i) The cost of this work;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(1)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(1)(i) of this clause, determined by the Town under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Town shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(2) The reasonable costs of settlement of the work terminated, including -

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.

(h) Except for normal spoilage, and except to the extent that the Town expressly assumed the risk of loss, the Town shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value as determined by the Town, for the loss of the Town property.

(i) The cost principles and procedures of part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Town under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted:

(1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;

(2) Any claim which the Town has against the Contractor under this contract;
and

(3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Town.

(l) If the termination is partial, the Contractor may file a proposal with the Town for an equitable adjustment of the price(s) of the continued portion of the contract. The Town shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Town.

(m)

(1) The Town may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Town believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Town upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Town because of the circumstances.

(n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Town, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Town, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(o) Contractor acknowledges and agrees that One Thousand Dollars (\$1,000.00) of the compensation to be paid by Town, the receipt and adequacy of which is hereby acknowledged by Contractor, is given as special consideration to Contractor for Town's right to terminate this Agreement for convenience.

ARTICLE 7. CLEAN AIR ACT

Contractor shall, in the course of performing pursuant to this Agreement, comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387).

ARTICLE 8. ENERGY EFFICIENCY

Contractor shall, in the course of performing pursuant to this Agreement, comply with all applicable standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

ARTICLE 9. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.0701, *Fla. Stat.*, if the Contractor: (i) provides a service; and (ii) acts on behalf of the Town as provided under Section 119.011(2) *Fla. Stat.*, the Contractor shall comply with the requirements of Section 119.0701, *Fla. Stat.*, as it may be amended from time to time. The Contractor is specifically required to:

A. Keep and maintain public records required by the Town to perform services as provided under this Contract.

B. Upon request from the Town's Custodian of Public Records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law. The Contractor 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 contract term and following completion of the Contract, if the Contractor does not transfer the records to the public agency.

D. Upon completion of the Contract the Contractor shall transfer, at no cost to the Town, all public records in possession of the Contractor unless notified by Town's representative/liaison, on behalf of the Town's Custodian of Public Records, to keep and maintain public records required by the Town to perform the service. If the Contractor transfers all public records to the Town upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt, or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically by the Contractor must be provided to Town, upon request of the

Town's Custodian of Public Records, in a format that is compatible with the information technology systems of Town, at no cost to Town.

Failure of the Contractor to comply with the requirements of this article shall be a material breach of this Contract. Town shall have the right to exercise any and all remedies available to it, including but not limited to, the right to terminate for cause. Contractor acknowledges that it has familiarized itself with the requirements of Chapter 119, *Fla. Stat.*, and other requirements of state law applicable to public records not specifically set forth herein.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT CITY CLERK, TOWN HALL, 500 GREYNOLDS CIRCLE, LANTANA, FL 33462, BY E-MAIL AT NDRITZ@LANTANA.ORG OR BY TELEPHONE AT 561-540-5016

ARTICLE 10. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

- i. As to the Town: Town of Lantana
500 Greynolds Circle
Lantana, Florida 33462
Attn: Town Manager
Email: dmanzo@lantana.org
- ii. with a copy to: Town of Lantana
500 Greynolds Circle
Lantana, Florida 33462
Attn: Town Attorney
Email: max@lohmanlawgroup.com
- iii. As to the Contractor: P.C.S. Professional Cleaning Services Corporation
5800 S. Sable Circle
Margate, Florida 33063.
Attn.: Madid Pedraza
Email: info@neatcleanservicesusa.com

b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be the date first set forth above.

d. 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 court of competent jurisdiction located in Palm Beach County, Florida. 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.

e. Third-party Beneficiary. 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 Town and/or Contractor.

ARTICLE 11. TERM

The term of this Agreement shall be from the effective date through October 31, 2022, unless terminated earlier in accordance with Articles 5 or 6. The parties may by mutual agreement enter into up to two (2) one-year extensions.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

TOWN OF LANTANA, FLORIDA

By: *Deborah S. Manzo*
~~Deborah S. Manzo, Town Manager~~
Brian K. Raducci

By: *Kathleen Dominguez*
~~Nicole Dritz, Town Clerk~~
Kathleen Dominguez

APPROVED AS TO FORM AND
 LEGAL SUFFICIENCY

By: *R. Max Lohman*
R. Max Lohman, Town Attorney

Contractor,

By: *Madid Pedraza*
 Print Name: MADID PEDRAZA
 Title: President





June 16, 2022

Mr. Roberto Travieso
Director of Public Works
Town of Lake Park
 640 Old Dixie Highway
 Lake Park, Florida 33403

This letter is to inform you that, Custom Cleaning & Management Services, Corp. dba CCMS has decided to not terminate the contract for Custodial Services to the Town of Lake Park for reasons of "force majeure" summarized below:

This contract was a three (3) year agreement based on prices submitted in our response in 2017 utilizing labor rates and supplies cost from 2017. In 2018, being the second low bidder in the already awarded contract in 2017, CCMS was awarded the contract as a result of the low bidder's disqualification.

- a) Since entering the contract we have had a Pandemic (SARS-2-Covid-19) which has not only caused massive disruptions in the supply chain, but also the prices of all the supplies we provide within this contract to perform the contracted services to the Town. Our workforce has also been deeply affected causing the company to pay overtime to those employees who continued working during the pandemic (not contemplated in the original pricing for this contract). Even today The Consumer Pricing Index shows 10.8% on inflation in the past nine (9) months, however the reality in the business community nationwide is supplies, insurances, office space, gas prices have increased our cost of doing business more than 30% since September 2021. Conversely, CCMS was allowed to only an increase of six percent (6%) at the time of our contract renewal in February 2022. Based on the same, CCMS cannot continue supporting the necessary operations required by this contract.
- b) Legislative minimum wage increase: CCMS always understood the relationship between employee's retention and employee's well-being, hence CCMS has never paid the minimum wage to our employees and has always been ahead of the curve to maintain



quality personnel. At this time after the legislative minimum wage increase and the impact with the cost of living, CCMS has adjusted all labor rates and wages.

The continued inflation we are living which has not been experienced in almost 40 years, it is both unreasonable and unrealistic to honor unit prices and wages determined in 2017 with only an allowed increase of only 6%. None of this could have been predicted and this can be seen as a "force majeure".

Please take this letter as a formal written notice of our intent to terminate this contract with our last day of service, as per your request, no later than August 19th, 2022.

CCMS will continue to provide services and assist the Town until then while the onboarding and training by the Town of a new cleaning company is completed. CCMS appreciates the opportunity in serving the Town these past three (3) years and anticipates an amicable transition in the next two (2) months.

Sincerely,

A handwritten signature in blue ink, appearing to read "Aida Veronica Vidal". The signature is fluid and stylized, with a long horizontal stroke extending to the right.

Aida Veronica Vidal
Chief Executive Officer
Custom Cleaning & Management Services, Corp.

RESOLUTION 08-03-22**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH CUSTOM CLEANING AND MANAGEMENT SERVICES CORPORATION FOR THE PROVISION OF CUSTODIAL SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.**

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 or other persons; and

WHEREAS, the Town and Custom Cleaning Management Services Corporation (Contractor) previously entered into an Agreement, a copy of which is attached hereto and incorporated herein as Exhibit "A", whereby Contractor is providing certain custodial and cleaning services at the Town properties and facilities; and

WHEREAS, the Agreement provides for a three-year term with an option to extend the Agreement for two additional one-year terms at the convenience of the Town; and

WHEREAS, the Agreement expired on February 6, 2022, and Contractor has continued to provide custodial services to the Town under the same pricing, terms, and conditions as contained in the Agreement; and

WHEREAS, the Town Manager has determined that it is in the Town's best interest to exercise the first option of the agreement.

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

Section 1. The whereas clauses are hereby incorporated herein.

Section 2. The Mayor is hereby authorized and directed to execute the amendment to the Agreement between the Town and Custom Cleaning Management Services to extend the term of the Agreement based upon the same conditions and terms contained therein for one year.


Section 3. This Resolution shall take effect immediately upon its execution.

The foregoing Resolution was offered by Vice-Mayor Glas-Castro, who moved its adoption. The motion was seconded by Commissioner Flaherty and upon being put to a roll call vote, the vote was as follows:

	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>/</u>	<u> </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>/</u>	<u> </u>
COMMISSIONER ERIN FLAHERTY	<u>/</u>	<u> </u>
COMMISSIONER JOHN LINDEN	<u>/</u>	<u> </u>
COMMISSIONER ROGER MICHAUD	<u>/</u>	<u> </u>

The Town Commission thereupon declared the foregoing Resolution No. 08-03-22 duly passed and adopted this 2 day of March, 2022.

TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK



Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY

**FIRST ADMENDMENT TO THE AGREEMENT BETWEEN
THE TOWN OF LAKE PARK AND CUSTOM CLEANING AND
MANAGEMENT SERVICES CORPORATION.**

THIS FIRST AMENDMENT to extend the agreement between the TOWN OF LAKE PARK, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 (the Town) and CUSTOM CLEANING AND MANAGEMENT SERVICES CORPORATION, 21 N. Hepburn Avenue, Suite 24, Jupiter, Florida 33458 (the Contractor) is entered into this 2 day of March, 2022.

RECITALS:

WHEREAS, the Town and Contractor previously entered into a Custodial Services Agreement with the Contractor whereby the Contractor agreed to provide certain custodial and cleaning services at the Town's public buildings and facilities (the Agreement); and

WHEREAS, the term of the Agreement was for three years with an option to extend it for two additional one-year periods at the convenience of the Town; and

WHEREAS, the initial term of the Agreement expired on February 6, 2022, but the Contractor has continued to provide custodial services to the Town under the same pricing, terms, and conditions as contained in the Agreement; and

WHEREAS, the Town Manager has determined that it is in the Town's best interest to exercise an option of the Agreement to extend the term retroactive to begin as of February 7, 2022, and continuing for one year.

NOW THEREFORE, the Town and Contractor, in consideration of the benefits flowing from each to the other do hereby agree as follows:

Section 1. The whereas clauses are hereby incorporated herein.

Section 2. Amendment of the Agreement.

The Town and the Contractor hereby agree to extend the term of the Custodial Services Agreement executed on February 6, 2019, based upon the same pricing, terms, and conditions as are contained therein. The term of the Agreement is hereby extended retroactive to February 7, 2022 and shall continue until February 6, 2023.

Section 3. This Resolution shall take effect immediately upon its execution.

IN WITNESS WHEREOF, the parties hereto have made and execute this Agreement as of the day and year last execute below.

ATTEST:

TOWN OF LAKE PARK

By: 

Vivian Mendez, Town Clerk

By: 

Michael O'Rourke, Mayor



APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 

Thomas J. Baird, Town Attorney

Custom Cleaning and Management
Services Corporation

By: 

Title: CEO

Aida Veronica Vidal

Printed Name

P:\DOCS\26508\00001\DOC\24X0611.DOCX

PRICE PROPOSAL FORM

TITLE: CUSTODIAL SERVICES THREE YEAR TERM CONTRACT FOR TOWN HALL, PBSO DISCTRICK 10 SUBSTATION, PUBLIC WORKS DEPARTMENT, LIBRARY, LAKE HARBOR MARINA, LAKE SHORE PARK RESTROOMS, and KELSEY PARK RESTROOMS

PROPOSAL DUE DATE: November 27, 2018, 10:30 a.m.

CONTACT PERSON WITH TOWN: Vivian Mendez, Town Clerk
Tel. 561.881.3311
Email: vmendez@lakeparkflorida.gov

Please propose prices for the following consistent with the information contained within the "Scope of Work" Section, Part II:

ITEM No.	Description	Unit	Quantity	TOTAL PRICE
1.	Indemnification	Job	1	\$100.00
2.	Mobilization and Registration With TOWN, including Criminal Records Check for two (2) employees and one (1) supervisor	L.S.	1	_____
3.	Provide labor, supervision, Equipment, and supplies Required to professionally Clean the listed TOWN facilities For EACH of three (3), twelve (12) Month periods:			
	A.) TOWN Hall	L.S.	1	<u>10,494.00</u>
	a.) Initial, one-time Cleaning to bring Location into contract compliance	JOB	1	_____
	B.) PBSO District 10 Substation	L.S.	1	<u>7,568.40</u>
	b.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	_____
	C.) Public Works Department	L.S.	1	<u>6,614.40</u>
	c.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	_____
	D.) Library	L.S.	1	<u>8,458.80</u>
	d.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	_____

E.) Lake Park Harbor Marina	L.S.	1	<u>3,625.20</u>
e.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	<u> </u>
F.) Lake Shore Park Restrooms	L.S.	1	<u>2,641.20</u>
f.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	<u> </u>
G.) Kelsey Park Restrooms	L.S.	1	<u>2,641.20</u>
g.) Initial one-time Cleaning to bring Location into contract compliance	JOB	1	<u> </u>

BASE PRICE of ITEMS 1-3-----\$_____ (first year)

-----\$_____ (Total of three year contract*)

***NOTE: For years two and three of the contract, the one-time line items 3a, 3b, 3c, 3d, 3e, 3f, and 3g shall be deleted from the "total of three year contract" amount as they will not be valid for years two and three of the contract. The total of the three year contract should include year one (with one-time items), and years two and three (with one-time items deleted). Proposal bond should be equal to 5% of first year price, which includes the one-time cleaning items.**

Written Amount \$_____

4. UNIT PRICES (on an "As Needed" basis):

Power Scrub Ceramic Tile	\$ <u>0.45</u> per square foot
Strip and Wax Paver Tile	\$ <u>0.60</u> per square foot
Strip and Seal Wood Flooring	\$ <u>0.85</u> per square foot
Strip and Wax Vinyl Tile	\$ <u>0.65</u> per square foot
Carpet Cleaning	\$ <u>0.35</u> per square foot
Window Cleaning (Interior)	\$ <u>15.00</u> (1) large window
	\$ <u>11.00</u> (1) medium window
	\$ <u>8.00</u> (1) small window
Window Cleaning (Exterior)	\$ <u>20.00</u> (1) large window
	\$ <u>15.00</u> (1) medium window

\$ 11.00 (1) small window

Hourly Labor Rate – Heavy Cleaning \$ 35.00 per hour

Hourly Labor Rate – Porter Service \$ 27.50 per hour

Number of days to start work after receipt of Notice to Proceed: _____

Submitted By: Aida Veronica Vidal

Name of Firm: Custom Cleaning and Management Services, Corp. DBA: CCMS

Tel. No. 561-746-2700 Fax No. 561-746-2037

Email Address: vvidal@ccmspb.com

AWARD OF CONTRACT WILL BE BASED ON CRITERIA SET FORTH WITHIN PART IV OF THIS RFP.

NOTE: Proposal Bond amount is to be based on 5% of BASE PRICE of Year One pricing, which INCLUDES the one-time initial cleaning costs.

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

_____ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

Firm

Name: _____

Signature: _____

Name and title (Print or

Type): _____

Date: _____



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 02, 2022

Originating Department: Public Works

Agenda Title: Resolution of the Town Commission of the Town of Lake Park, Florida Authorizing and Directing the Mayor to Execute an Amendment to the Contract with M & M Asphalt Maintenance, Inc., d/b/a All County Paving, for Maintenance and Repair of Town Streets, Roads, and Sidewalks and Related Services.

Approved by Town Manager: John D'Agostino **Date:** 10/31/22

Cost of Item: N/A

Funding Source: N/A

Account Number: N/A

Finance Signature: Jeffrey Duvall

Advertised: N/A

Date: _____ **Newspaper:** _____

Attachments:

1. Agenda Request Form (ARF)
2. Resolution: _____
3. 1st Amendment to the Agreement between the Town and M & M Asphalt Maintenance, Inc., d/b/a All County Paving
4. Executed Agreement between the Town and M & M Asphalt Maintenance, Inc., d/b/a All County Paving

Please initial one:

Yes, I have notified everyone

MP

Not applicable in this case

Summary Explanation/Background:

The Town of Lake Park is responsible for planning, constructing, operating, and maintaining its streets, roads, and sidewalks and previously determined a need for a contractor to provide repair

and construction services to maintain and improve the Town's transportation infrastructure.

On October 6, 2021, the Town Commission approved Resolution 64-10-21, which authorized an agreement (the Agreement) with M & M Asphalt Maintenance, Inc., d/b/a All County Paving (The Contractor) for the provision of repair and constructions services associated with Town streets, roads, and sidewalks and other related services.

The term of the Agreement is for a period of twelve months and included two (2) 1-year options. Additionally, the Agreement is set to expire on **November 30, 2022, (Attachment 4)**, and the Town Manager has recommended to the Town Commission that it extend the Agreement for another twelve-month period by exercising its first option **(Attachment 3)**.

The Contractor has agreed to provide the services as set forth in the Agreement based upon the same pricing, terms, and conditions as set forth in the Agreement for an additional one-year term.

Finally, the agreement will serve as the vehicle to execute operational funding authorized by the Town Commission for these purposes.

The total combined approved budget for street, road, and sidewalk repairs for **FY22-23** is **\$400,000.00**, which includes distributions from the following line items:

Sidewalk Improvements:	\$120,000.00
Street/Road Improvements:	<u>\$280,000.00</u>
	\$400,000.00

Town Staff envisions utilizing the Agreement to continue addressing a backlog of sidewalk repairs and later, implementing recommendations from the Pavements Condition Study and a Five-Year Road Work Plan, which currently being drafted and will be presented to the Town Commission for input prior to any asphalt pavements improvements.

Recommended Motion:

I move to adopt Resolution _____.

RESOLUTION NO.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH M & M ASPHALT MAINTENANCE, INC., D/B/A ALL COUNTY PAVING, FOR THE MAINTENANCE AND REPAIR OF THE TOWN'S STREETS, ROADS, AND SIDEWALKS AND FOR RELATED SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

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 and M & M Asphalt Maintenance, Inc., D/B/A All County Paving, (Contractor) previously entered into an agreement whereby Contractor agreed to provide services including the maintenance, repair and other services related to the Town's streets (the Agreement); and

WHEREAS, the Agreement provided for a one-year term with an option to extend the Agreement for an additional one-year term at the convenience of the Town; and

WHEREAS, the Contractor has agreed to provide the services as contained in the Agreement based upon the same pricing, terms, and conditions as set forth in the Agreement for an additional one-year term; and

WHEREAS, the Town Manager has recommended to the Town Commission that it should enter into an amendment to the Agreement with the Contractor.

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

Section 1. The whereas clauses are incorporated herein.

Section 2. The mayor is hereby authorized and directed to execute the amendment to the Agreement between the Town and M & M Asphalt Maintenance, Inc., D/B/A All County Paving for an additional one-year term of the Agreement based upon the same conditions and terms contained therein for one year.

Section 3. This Resolution shall take effect immediately upon its execution.

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE TOWN OF LAKE PARK AND M & M ASPHALT MAINTENANCE, INC., D/B/A
ALL COUNTY PAVING.**

THIS FIRST AMENDMENT to the agreement between the TOWN OF LAKE PARK, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 (the Town), and M & M ASPHALT MAINTENANCE, INC., d/b/a ALL COUNTY PAVING, 1180 SW 10th Street, Delray Beach, FL 33444 (the Contractor) is entered into this ____ day of November, 2022.

RECITALS:

WHEREAS, the Town and Contractor previously entered into an Agreement whereby Contractor is providing certain street maintenance and other related services to the Town; and

WHEREAS, the Agreement provided for a one-year term with an option to extend the Agreement for one additional one-year term at the convenience of the Town; and

WHEREAS, the Town Manager has recommended to the Town Commission that it extend the term of the Agreement by one year from December 1, 2022, through November 30, 2023.

NOW THEREFORE, the Town and Contractor, in consideration of the benefits flowing from each to the other do hereby agree as follows:

Section 1. The whereas clauses are hereby incorporated herein.

Section 2. Amendment of Agreement.

The Town and the Contractor hereby agree to extend the Agreement for Street Maintenance and Other Related Services based upon the same pricing, terms, and conditions contained in the Agreement.

Section 3. This Resolution shall take effect immediately upon its execution.

IN WITNESS WHEREOF, the parties hereto have made and execute this Agreement as of the day and year last execute below.

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, Town Clerk

By: _____
Michael O'Rourke, Mayor

APPROVED AS TO FORM

AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

M & M Asphalt Maintenance, Inc., d/b/a
All County Paving:

By: _____

Title: Executive Vice President

Jeffrey Callen
Printed Name

P:\DOCS\26508\00001\DOC\26X7392.DOCX

RESOLUTION 64-10-21

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AGREEMENT WITH M & M ASPHALT MAINTENANCE, INC., D/B/A ALL COUNTY PAVING, FOR MAINTENANCE AND REPAIR OF STREETS, ROADS, AND SIDEWALKS AND RELATED SERVICES; AND PROVIDING 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 is empowered to enter into contracts with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the Town is responsible for planning, constructing, operating, and maintaining its streets, roads and sidewalks and requires a contractor to perform such services; and

WHEREAS, the City of Sunrise has bid and awarded a one-year contract to M & M Asphalt Maintenance, Inc., d/b/a All County Paving, ("Contractor") whereby the Contractor will be providing the City with maintenance and repair services for its streets, roads, and sidewalks, and providing other related services; and

WHEREAS, the Contractor is providing these services to the City of Sunrise per contract number 20200000111, effective from December 1, 2019 through November 30, 2022; and

WHEREAS, the City of Sunrise's solicitation of services permitted the Contractor to provide its services to other governmental units based upon the same terms, conditions, and pricing, and the Contractor agreed as part of its contract to do so; and

WHEREAS, pursuant to the Town's purchasing procedures, the Town may enter into contracts for services with contractors when another public agency has competitively solicited services from contractors and the contractor has agreed to offer its services to other public entities based upon the same terms; and

WHEREAS, the Town would like to "piggy back" the contract that was entered into between the City of Sunrise and Contractor; and

WHEREAS, the Contractor has agreed to provide the necessary services and resources to the Town based upon the same pricing, terms and conditions as set forth in the contract it entered into with the City of Sunrise, contract number 2020000111; and

WHEREAS, Town Manager has recommended to the Town Commission that it is in the best interest of the Town to “piggy back” and enter into a contract with the Contractor based upon the same pricing, terms and conditions pursuant to the agreement between the City of Sunrise and Contractor.

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 an agreement, a copy of which is attached hereto and incorporated herein by reference as Exhibit A, with the Contractor for services associated with the maintenance and repair of the Town’s streets, roads, and sidewalks.


Section 3. This Resolution shall take effect immediately upon its execution.

The foregoing Resolution was offered by Commissioner Michaud, who moved its adoption. The motion was seconded by Commissioner Flaherty and upon being put to a roll call vote, the vote was as follows:

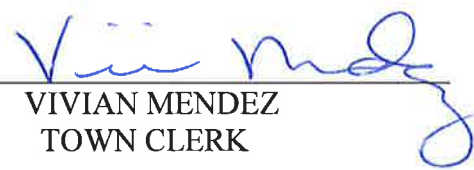
	AYE	NAY
MAYOR MICHAEL O'ROURKE	<u>✓</u>	<u> </u>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<u>✓</u>	<u> </u>
COMMISSIONER ERIN FLAHERTY	<u>✓</u>	<u> </u>
COMMISSIONER JOHN LINDEN	<u>✓</u>	<u> </u>
COMMISSIONER ROGER MICHAUD	<u>✓</u>	<u> </u>

The Town Commission thereupon declared the foregoing Resolution No. 64-10-21 duly passed and adopted this 6 day of October, 2021.

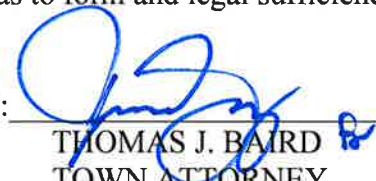
TOWN OF LAKE PARK, FLORIDA

BY: 
MICHAEL O'ROURKE
MAYOR

ATTEST:


VIVIAN MENDEZ
TOWN CLERK

Approved as to form and legal sufficiency:

BY: 
THOMAS J. BAIRD
TOWN ATTORNEY



**AGREEMENT FOR MAINTENANCE AND REPAIR OF ASPHALT AND CONCRETE
PAVEMENTS AND RELATED SERVICES.**

THIS AGREEMENT FOR MAINTENANCE AND REPAIR OF ASPHALT AND CONCRETE PAVEMENT AND RELATED SERVICES (AGREEMENT) is made and entered into this 6 day of October, 2021, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida, 33403 ("Town") and M & M Asphalt Maintenance, Inc., d/b/a All County Paving, 1180 SW 10th Street, Delray Beach, FL 33444 ("Contractor").

WITNESSETH THAT

WHEREAS, the Town is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is responsible for planning, constructing, operating, and maintaining transportation facilities owned by the Town; and

WHEREAS, the Town requires the services of a contractor to perform services, including, but not limited to the maintenance and repair of asphalt and concrete pavement; and

WHEREAS, pursuant to Florida law, and the Town's procurement policies, the Town has the legal authority to "piggyback" onto a contract procured by another governmental entity when it has competitively solicited, selected and contracted with a contractor for substantially the same services as those that are needed by the town; and

WHEREAS, on December 1, 2019, the Contractor entered into that certain Agreement Number 2020000111 with the City of Sunrise, whereby it contracted to provide maintenance and repair services associated with the City's streets, roads, and sidewalks, a copy of which is attached hereto as Exhibit 'A' and incorporated herein by reference only; and

WHEREAS, the Town desires to "piggyback" onto the agreement between the Contractor and City of Sunrise for the same or similar services and pricing for maintenance and repair of its streets, roads, and sidewalks and other related services; and

WHEREAS, pursuant to the City of Sunrise's solicitation and its agreement with the Contractor, the Contractor agreed to offer the same services at the same pricing to other governmental entities.

NOW THEREFORE, the Town and the Contractor in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. The above stated recitals are true and correct.

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

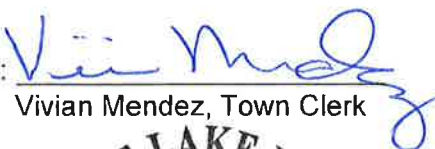
- a. Keep and maintain public records required by the Town to perform the services which are the subject of this Agreement.
 - b. Upon the request of the Town, provide any such public records.
 - c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the term of this Agreement, and following completion of this Agreement if the Contractor does not transfer the records which are part of this Agreement to the Town.
 - d. Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor; 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 term of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Agreement, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request, 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, including its duty to provide public records relating to this Agreement, the Contractor shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.
3. Contractor hereby affirms and ratifies the terms, pricing, and conditions of the Agreement with the City of Sunrise and agrees to provide to the Town the same services based upon these same terms, conditions and pricing for asphalt and concrete pavements maintenance and repair services as are set forth in its agreement executed with City of Sunrise on December 1, 2019, a copy of which is attached hereto and incorporated herein.
4. The Town agrees to pay for the services of the Contractor based upon the same terms and conditions as set forth in the Agreement with the City of Sunrise.
5. The terms and conditions of the agreement with the City of Sunrise are hereby supplemented and incorporated into this Agreement, as follows:

The Contractor's mobilization costs shall be mutually agreed to by the parties and proportional to the individual scope of work for which the mobilization is purposed. The mobilization costs shall be reflected in a written supplement to this Agreement which is to be attached hereto prior to its execution.

6. This Agreement shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this Agreement shall lie in the 15th Judicial District in and for Palm Beach County, Florida, or the United States District Court for the Southern District of Florida.
7. Notices to the Contractor and Town be directed to the addresses reflected hereinabove.
8. If either party is required to initiate a legal action, including appeals to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have made and execute this Agreement as of the day and year last execute below.

ATTEST:

By: 
Vivian Mendez, Town Clerk



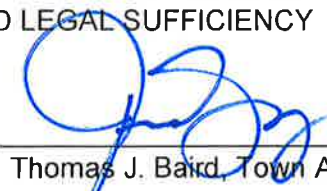
STATE OF FLORIDA

COUNTY OF PALM BEACH

TOWN OF LAKE PARK

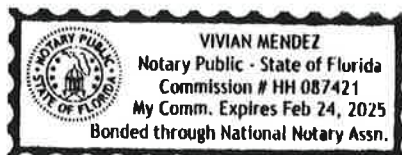
By: 
Michael O'Rourke, Mayor

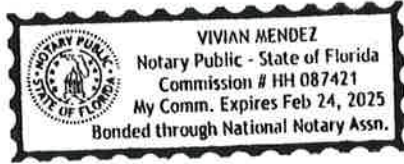
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Thomas J. Baird, Town Attorney

The foregoing instrument has been acknowledged before me this 6 day of October, 2021 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me.

(NOTARY SEAL)





Viv Mendez
Notary Public, State of Florida

WITNESSES:

Contractor:

By: [Signature]Denisse Camenein

Printed Name

By: [Signature]Its: Executive Vice President,Jeffrey Cohen

Printed

[Signature]
Denise Roselle

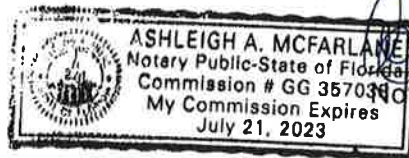
Printed Name

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 8 day of September 2021 by Jeffrey Cohen, as Exec. VP of M+M Asphalt Maintenance, Inc. and who is personally known to me or has produced also All County Paving as identification.

(NOTARY SEAL)



[Signature]
Notary Public, State of Florida

FINANCE & ADMINISTRATIVE SERVICES

Purchasing Office

Phone: 954-572-2274

Fax: 954-578-4809



October 11, 2019

Jeffrey Cohen, Executive Vice President

M & M Asphalt Maintenance Inc. d/b/a All County Paving

1180 SW 10th Street

Delray Beach, FL 33444

E-mail address: publicworks@allcountypaving.com

Vendor No. 1449

Re: Letter of Award**Road Restoration Services****Solicitation No. BID 19-43-06-MS****Resolution No: 19-151****Commission approval :****Tuesday, October 8, 2019****Munis Contract No: 2020000111**

Dear Contractor:

This notice is to advise you that the Sunrise City Commission awarded your firm the above referenced bid.

See attached bid submittal for pricing information.

	Start Date:	End Date:
Original Contract Period:	12/1/2019	11/30/2021
Renewal Options:		
First Renewal Period:	12/1/2021	11/30/2022
Second Renewal Period:	12/1/2022	11/30/2023

Per Bid Documents the successful Contractor shall provide a Certificate of Insurance at time of award. Please provide insurance no later than October 21, 2019.

When all the required documents have provided by your firm and reviewed by the City, the Procurement Manager will issue you a Purchase Order. Should you have any questions, do not hesitate to contact me.

Sincerely,

Maria Salvatierra, CPPO

Procurement Specialist

Direct No: 954-572-2484

Fax No: 954-578-4809

E-mail address: msalvatierra@sunrisefl.gov

BID TITLE: Road Restoration Services

BID NUMBER: 19-43-06-MS

SECTION 5 - BID SUBMISSION CHECK LIST

COMPANY NAME: (Please Print): M&M Asphalt Maintenance Inc., d/b/a All County Paving
Phone: 561-588-0949 **Fax:** 561-588-2140

BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

- ☐ 1. Carefully read the SPECIFICATIONS.
- ☐ 2. Properly fill out the BID SHEET and CERTIFICATION PAGE (Schedule "A").
- ☐ 3. Fill out and sign the NON-COLLUSION AFFIDAVIT (Schedule "B") and have it properly notarized.
- ☐ 4. Sign the VENDOR DRUG FREE STATEMENT (Schedule "C").
- ☐ 5. Fill out the VENDOR QUALIFICATION STATEMENT (Schedule "D"), if required.
- ☐ 6. Include WARRANTY INFORMATION FORM AND EXHIBITS (Schedule "E"), if required.
- ☐ 7. CHECK THE INSURANCE and LICENSE requirements to be sure you comply, and submit PROOF of INSURANCES or LICENSES, if required, with your Bid (Schedule "F").
- ☐ 8. Complete STATEMENT OF NO BID (Schedule "G"), if applicable.
- ☐ 9. Clearly mark the BID NUMBER AND BID NAME on the outside of your envelope.
- ☐ 10. Submit one (1) original (marked "Original") and two (2) photocopies (all collated and marked "Copy") of bid; Two (2) electronic true and exact copies of the bid on CD, flash drive or DVD in .pdf format.
- ☐ 11. Include a Bid Bond, if applicable.
- ☐ 12. Make sure your BID is submitted prior to the deadline. Late Bids will not be accepted.

FAILURE TO PROVIDE THE REQUESTED SCHEDULES MAY RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE.

THIS PAGE AND THE FOLLOWING PAGES ARE TO BE RETURNED WITH YOUR BID.

THIS SHOULD BE THE FIRST PAGE OF YOUR BID.

Road Restoration Services
BID No. : 19-43-06-MS
SCHEDULE 'A'
CITY OF SUNRISE
BID SHEET & CERTIFICATION

BID 19-43-06-MS Road Restoration

Item 7.

ALL BIDS SHALL REMAIN VALID FOR NINETY (90) DAYS AFTER BID OPENING

Vendor				M&M Asphalt Maintenance Inc., d/b/a All County Paving	
Item No.	Est Qty	Unit of Measure	Description	Price per Qty	Extended Price
1	4	Work Order	Mobilization and demobilization (move in – move out) for a work order of multiple paving restoration locations (1 to 4) locations of City utility Services (water, sewer and gas).	\$795.00	\$3,180.00
2	4	Work Order	Maintenance of traffic (MOT) for a work order of multiple paving restoration locations (1 to 4) locations of City utility Services (water, sewer and gas).	\$495.00	\$1,980.00
3	1000	LF	Furnish all materials, labor, and equipment to sawcut existing asphalt (any depth).	\$1.00	\$1,000.00
4	200	LF	Furnish all materials, labor, and equipment to sawcut concrete sidewalks or concrete driveways or concrete curbing (any depth)	\$3.00	\$600.00
5	1500	SF	Furnish all materials, labor, and equipment to excavate, remove and dispose of existing asphalt pavement (any depth)	\$0.95	\$1,425.00
6	1500	SF	Furnish all materials, labor, and equipment to excavate, remove and dispose of existing back fill trench materials up to 15" below finished grade	\$1.75	\$2,625.00
7	800	SF	Furnish all materials, labor, and equipment to excavate, remove and dispose of existing concrete sidewalk or driveways	\$2.45	\$1,960.00
8	200	LF	Furnish all materials, labor, and equipment to excavate, remove and dispose away existing concrete curbing (curb & gutter, valley gutter and curbing)	\$8.00	\$1,600.00
9	1500	SF	Furnish all materials, labor, and equipment to excavate, remove and dispose away existing concrete paver blocks	\$2.50	\$3,750.00
10	75000	SF	Furnish all materials, labor and equipment to seal coat existing asphalt pavement including two coats of coal tar pitch emission, silica sand, and spread with squeegee or brush. Also include all the preparation, pressure cleaning and removal of all oil stain/dripping.	\$0.15	\$11,250.00
11	65	EA	Furnish all materials, labor and equipment to remove and dispose away existing car stop (if it's damaged) or relocate temporarily at the site to be re-installed after seal coating.	\$14.00	\$910.00
12	25	EA	Furnish all materials, labor and equipment to install new concrete car stop per city standards	\$34.00	\$850.00
13	1500	SF	Furnish all materials, labor, and equipment to compact existing subgrade, and construct 12" compacted 11merock in two 6" lifts	\$3.00	\$4,500.00
14	1000	SF	Furnish all materials, labor, and equipment to lay 2" asphalt including sanding, prime coat and tack coat	\$2.55	\$2,550.00
15	500	SF	Furnish all materials, labor, and equipment to lay 3" asphalt including sanding, prime coat and tack coat	\$3.25	\$1,625.00
16	500	SF	Furnish all materials, labor, and equipment to install 4" thick concrete sidewalk (with minimum 3000 Psi tested) including preparation and compaction of base rock materials	\$6.00	\$3,000.00
17	300	SF	Furnish all materials, labor, and equipment to install 6" thick concrete sidewalk (with minimum 3000 Psi) including preparation and compaction of base rock materials	\$7.50	\$2,250.00
18	400	SF	Furnish all materials, labor, and equipment to install 3-1/8" thick concrete pavers of various shapes over 2" thick sand leveling course as well as reconstructing base rock materials	\$10.50	\$4,200.00

Vendor				M&M Asphalt Maintenance Inc., d/b/a All County Paving	
19	400	SF	Furnish all materials, labor, and equipment to install 2-3/8" thick concrete pavers of various shapes over 2" thick sand leveling course as well as reconstructing base rock materials	\$9.95	\$3,980.00
20	100	LF	Furnish all materials, labor, and equipment to install 12" wide x 12" deep concrete header curb bordering paver blocks including preparation and compaction of base rock materials	\$27.00	\$2,700.00
21	100	LF	Furnish all materials, labor, and equipment to install FDOT type (F) concrete curb and gutter including preparation and compaction of base rock materials	\$30.00	\$3,000.00
22	100	LF	Furnish all materials, labor, and equipment to install 2' wide concrete valley gutter including preparation and compaction of base rock materials	\$30.00	\$3,000.00
23	100	LF	Furnish all materials, labor, and equipment to install 6" x 18" deep FDOT type D concrete curbing including preparation and compaction of base rock materials	\$25.00	\$2,500.00
24	400	LF	Furnish all materials, labor and equipment to install pavement marking (4-inch wide white paint in two coats) including all the preparation, pressure cleaning of existing pavement.	\$0.70	\$280.00
25	200	LF	Furnish all materials, labor and equipment to install pavement marking (6-inch wide white paint in two coats) including all the preparation, pressure cleaning of existing pavement.	\$0.80	\$160.00
26	200	LF	Furnish all materials, labor and equipment to install pavement marking (12-inch wide white paint in two coats) including all the preparation, pressure cleaning of existing pavement.	\$1.45	\$290.00
27	100	LF	Furnish all materials, labor and equipment to install pavement marking (24-inch wide white paint in two coats) including all the preparation, pressure cleaning of existing pavement.	\$3.15	\$315.00
28	200	LF	Furnish all materials, labor and equipment to install pavement marking (6-inch wide blue paint in two coats) including all the preparation, pressure cleaning of existing pavement.	\$0.95	\$190.00
29	2	EA	Furnish all materials, labor and equipment to install pavement marking (blue paint handicap accessible parking symbol in two coats) including preparation, pressure cleaning of pavement.	\$45.00	\$90.00
30	30	EA	Furnish all materials, labor and equipment to install raised pavement markers (reflectors).	\$9.95	\$298.50
31	200	LF	Furnish all materials, labor and equipment to install pavement marking (4-inch wide white thermoplastic) including all the preparation, pressure cleaning of existing pavement.	\$1.25	\$250.00
32	200	LF	Furnish all materials, labor and equipment to install pavement marking (6-inch wide white thermoplastic) including all the preparation, pressure cleaning of existing pavement.	\$1.50	\$300.00
33	200	LF	Furnish all materials, labor and equipment to install pavement marking (12-inch wide white thermoplastic) including all the preparation, pressure cleaning of existing pavement.	\$3.25	\$650.00
34	200	LF	Furnish all materials, labor and equipment to install pavement marking (24-inch wide white thermoplastic) including all the preparation, pressure cleaning of existing pavement.	\$6.25	\$1,250.00
35	4	EA	Furnish all materials, labor and equipment to trim, remove and dispose of tree roots, or stump affecting concrete curbing or sidewalks.	\$295.00	\$1,180.00

Vendor			M&M Asphalt Maintenance Inc., d/b/a All County Paving	
36	2	EA	Furnish all materials, labor and equipment to construct concrete ADA/wheelchair access ramp per City Standard, including preparation and compaction of base rock materials	\$1,395.00 \$2,790.00
37	16	SF	Furnish all materials, labor and equipment to install detectable warnings on existing asphalt or concrete surface. Truncated domes shall conform to FDOT roadway and traffic latest edition design standards, including preparation and pressure cleaning of surface area.	\$35.00 \$560.00
38	5	EA	Furnish all materials, labor, and equipment to excavate, remove existing sign post, mail box post temporary and re-install it back to its original condition.	\$195.00 \$975.00
39	40	HR	Additional Miscellaneous Labor, If required.	\$55.00 \$2,200.00
40	1500	LF	Milling Asphalt at a depth of 1 inch x 12 ft. lane width	\$6.00 \$7,500.00
41	1500	LF	Milling Asphalt at a depth of 1.5 inches x 12 ft lane width	\$7.00 \$10,500.00
42	1500	LF	Resurface with 1 inch compacted FDOT SP 9.5 x 12 ft lane width	\$16.00 \$24,000.00
43	1500	LF	Resurface with 1.5 inches of compacted FDOT SP9.5 x 12 ft lane	\$19.50 \$29,250.00
TOTAL BID OFFER (ITEMS 1-43)				\$147,463.50

The Contractor's representative/dialson during the performance of the contract shall be: Josh Marlette Telephone No: 561-302-9361

Emergency Contact Person(s): Josh Marlette 24 Hour Phone No. 561-302-9361 The City requires a two (2) hour response time for emergency repairs. If you cannot meet this requirement, state your minimum response time: 2 hours can be met Hours.

If applicable, would you extend the prices bid herein to other municipalities? Award of bid is not contingent upon concurrence with this offer to other municipalities. Yes: X No: _____
Orders for Items 40 through 43 will be at 500 LF minimum.

ADDENDUM RECEIPT

Bidder shall acknowledge below the receipt of any and all addenda, if any, by listing the Addenda No. and date of issuance.
NO Addenda Issued

ADDENDUM NO: ____/DATE ____ ADDENDUM NO: ____/DATE ____

M&M Asphalt Maintenance
Inc, dba All County
Paving

Vendor Name

Name of Authorized Person

Jeffrey Cohen

Vendor	M&M Asphalt Maintenance Inc., d/b/a All County Paving
--------	--

I, the undersigned hereby agree to furnish the items and / or services described in this Invitation for Bid. I certify that I have read the entire document, including the Specifications, Requirements, Terms & Conditions and Schedules, and agree to furnish the items and services under the requirements of the Bid.

I also certify that this Bid is submitted without prior understanding, agreement, or connection with any corporation, firm or person submitting a Request for Submittal for the same materials, services, and supplies and is in all respects fair and without collusion or fraud.

The Respondent certifies by his/her signature that the person signing this Certification is authorized to bind the firm by their signature.

Company Name: M&M Asphalt Maintenance Inc. d/b/a All County Paving

Address 1180 SW 10th Street

City Delray Beach State FL Zip 33444

Phone# 561-588-0949 Fax# 561-588-2140 E-Mail publicworks@allcountypaving.com

Signature:  Title Executive Vice President

Printed Name: Jeffrey Cohen

FEID or Social Security No. 61-1595442

SOCIAL SECURITY NUMBER COLLECTION DISCLOSURE STATEMENT

Please be advised that pursuant to Section 119.071(5) (a) 2 a., Florida Statutes, the City of Sunrise ("City") discloses that the City requests your social security number for the purpose of payroll eligibility verification, processing employment benefits, income reporting, tax reporting, background checks on employee applicants, advisory board applicants and other City program volunteers. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

BID TITLE: Road Restoration Services

BID NUMBER: 19-43-06-MS

SCHEDULE "A"
(Continued)

I, the undersigned hereby agree to furnish the items and / or services described in this Invitation for Bid. I certify that I have read the entire document, including the Specifications, Requirements, Terms & Conditions and Schedules, and agree to furnish the items and services under the requirements of the Bid.

I also certify that this Bid is submitted without prior understanding, agreement, or connection with any corporation, firm or person submitting a Request for Submittal for the same materials, services, and supplies and is in all respects fair and without collusion or fraud.

The Respondent certifies by his/her signature that the person signing this Certification is authorized to bind the firm by their signature.

Company Name:

M&M Asphalt Maintenance Inc., d/b/a All County Paving

Address 1180 SW 10th StreetCity Delray Beach State FL Zip 33444Phone# 561-588-0949 Fax# 561-588-2140 E-Mail publicworks@allcountypaving.comSignature:  Title Executive Vice PresidentPrinted Name: Jeffrey CohenFEID or Social Security No. 61-1595442**SOCIAL SECURITY NUMBER COLLECTION DISCLOSURE STATEMENT**

Please be advised that pursuant to Section 119.071(5) (a) 2.a., Florida Statutes, the City of Sunrise ("City") discloses that the City requests your social security number for the purpose of payroll eligibility verification, processing employment benefits, income reporting, tax reporting, background checks on employee applicants, advisory board applicants and other City program volunteers. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

BID TITLE: Road Restoration Services

BID NUMBER: 19-43-06-MS

SCHEDULE "B" **CITY OF SUNRISE**

NON-COLLUSION AFFIDAVIT

This affidavit is to be filled in, executed and notarized by the Bidder. If the bid is made by a Corporation, then it should be executed by its Chief Officer. This document MUST be submitted with the bid.

STATE OF Florida)
COUNTY OF Palm Beach) SS

Jeffrey Cohen, being first duly sworn, deposes and says that

(Type or print name of person who is signing below)

1. He/she is the Executive Vice President (Owner, Partner, Officer, Representative or Agent) of the Bidder that has submitted the attached Bid.
2. He/she is fully informed with respect to the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid.
3. Said Bid is made without any connection or common interest in the profits with any other persons making a Bid for the said commodities/services. Said Bid is on our part in all respects fair and without collusion or fraud. No head of any department, any employee or any officer of the City of Sunrise is directly or indirectly interested therein. If any relatives are employed by the City, indicate name and relationship below. N/A

Name: _____ Relationship: _____
Name: _____ Relationship: _____

Company Name: M&M Asphalt Maintenance Inc., d/b/a All County Paving

Bidders' Authorized Signature: _____

Subscribed and sworn to before me this 10th day of July, 2019

Notary Public

Samantha Evans

(Print, Type or Stamp name of Notary Public)

Personally known ☒ or Produced I.D. _____

Type and number of I.D. Produced: _____



BID TITLE: Road Restoration Services

BID NUMBER: 19-43-06-MS

SCHEDULE "C"
CITY OF SUNRISE

BIDDER'S DRUG - FREE WORKPLACE CERTIFICATION

Preference may be given to Vendors submitting a certification with their bid/Bid certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL SUBMISSIONS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids, Bids or replies which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or Contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

I hereby certify that the company submitting this Bid has established a Drug Free work place program in accordance with State Statute 287.087

VENDOR'S SIGNATURE

M&M Asphalt Maintenance Inc., d/b/a All County Paving

COMPANY'S NAME

BID TITLE: Road Restoration Services

BID NUMBER: 19-43-06-MS

Yes _____ No ☒ If Yes,
explain _____

Please identify each incident within the last five (5) years where a civil, criminal, administrative, other similar proceeding was filed or is pending; if such proceeding arises from or is a dispute concerning the Consultant's rights, remedies or duties under a Contract for the same or similar type services to be provided under this Bid:

NONE _____

(Attach additional sheets as necessary)

BID TITLE: Road Restoration Services

BID NUMBER: 19-43-06-MS

SCHEDULE "D"
(Continued)
REFERENCES:

List all pertinent government agencies and private firm(s) with whom you have done business within the past three (3) years:

Agency/Firm Name: <u>City of Sunrise</u>	Agency/Firm Name: <u>Town of Lantana</u>
Address: <u>10770 W. Oakland Park Blvd</u>	Address: <u>501 W. Pine Street</u>
City/State/Zip Code: <u>Sunrise, FL 33351</u>	City/State/Zip Code: <u>Lantana, FL 33462</u>
Phone: <u>954-695-8489</u>	Phone: <u>561-540-5753</u>
Fax: <u>n/a</u>	Fax: <u>n/a</u>
Contact: <u>Robert Diaz</u>	Contact: <u>Eddie Crockett</u>
E-Mail: <u>RDiaz@sunriseff.gov</u>	E-Mail: <u>ecrockett@lantana.org</u>
Agency/Firm Name: <u>City of Ft. Lauderdale</u>	Agency/Firm Name: <u>Palm Beach County School Board</u>
Address: <u>100 N. Andrews Avenue</u>	Address: <u>3300 Forest Hill Blvd Suite A-323</u>
City/State/Zip Code: <u>Ft. Lauderdale, FL 33301</u>	City/State/Zip Code: <u>West Palm Beach, FL 33406</u>
Phone: <u>954-828-4505</u>	Phone: <u>561-434-8229 PX 48229</u>
Fax: <u>n/a</u>	Fax: <u>561-434-8185</u>
Contact: <u>Barbara Howell</u>	Contact: <u>Debra Hammerschlag</u>
E-Mail: <u>bhowell@fortlauderdale.gov</u>	E-Mail: <u>debra.hammerschlag@palmbeachschools.org</u>
Agency/Firm Name: <u>City of West Palm Beach</u>	Agency/Firm Name: <u>City of Miramar</u>
Address: <u>401 Clematis Street 4th Floor PO Box 3366</u>	Address: <u>13900 Pembroke Road Bldg L 1st Floor</u>
City/State/Zip Code: <u>West Palm Beach, F 33402</u>	City/State/Zip Code: <u>Miramar, FL 33027</u>
Phone: <u>561-494-1087</u>	Phone: <u>954-883-6802</u>
Fax: <u>n/a</u>	Fax: <u>n/a</u>
Contact: <u>Uyen Dang, P.E.</u>	Contact: <u>Marcelin Denis</u>
E-Mail: <u>kudang@wpb.org</u>	E-Mail: <u>mpdenis@miramarfl.gov</u>

YOUR COMPANY NAME M&M Asphalt Maintenance Inc., d/b/a All County Paving
ADDRESS 1180 SW 10th Street Delray Beach, FL 33444

PHONE: 561-588-0949 **FAX:** 561-588-2140
EMAIL: publicworks@allcountypaving.com

BID TITLE: Road Restoration Services

BID NUMBER: 19-43-06-MS

SCHEDULE "E"
CITY OF SUNRISE

WARRANTY INFORMATION FORM

ALL BLANKS SHOULD BE FILLED IN AND SUBMITTED WITH BID
MINIMUM WARRANTY SHALL BE AS SPECIFIED HEREIN

MAKE AND MODEL OF ITEM PROPOSED:

N/A

DOES WARRANTY APPLY TO ENTIRE PACKAGE OR ONLY TO SPECIFIC PARTS? (State Explicitly)

Warranty applies to entire package.

DOES WARRANTY INCLUDE LABOR FOR REPLACEMENT OF DEFECTIVE PARTS?

☒ YES ☐ NOWARRANTY PERIOD FOR PARTS
REPLACEMENT 1 YEARWHO WILL PROVIDE LABOR, AND WHERE, IN THE EVENT OF FAILURE WITHIN
WARRANTYPERIOD? M&M Asphalt Maintenance Inc., d/b/a All County PavingTELEPHONE: 561-588-0949 FAX: 561-588-2140EMAIL: publicworks@allcountypaving.comNEAREST SOURCE TO THE CITY OF SUNRISE FOR PARTS AND SERVICE AFTER
WARRANTY PERIOD:M&M Asphalt Maintenance Inc., d/b/a All County PavingTELEPHONE: 561-588-0949 FAX: 561-588-2140EMAIL: publicworks@allcountypaving.com

A COPY OF COMPLETE WARRANTY STATEMENT IS SUBMITTED HERewith:

☐ YES ☒ NONAME OF BIDDER: M&M Asphalt Maintenance Inc., d/b/a All County PavingSIGNATURE AND TITLE: Jeffrey Cohen Executive Vice PresidentTELEPHONE: 561-588-0949 FAX: 561-588-2140DATE: 7-10-19

BID TITLE: Road Restoration Services

BID NUMBER: 19-43-06-MS

SCHEDULE "F"
CITY OF SUNRISE

PROOF OF INSURANCE, REQUIRED LICENSES AND CERTIFICATIONS

ATTENTION BIDDER:

ATTACH TO SCHEDULE "F":

1. PROOF OF INSURANCE AS SPECIFIED HEREIN
2. COPIES OF LICENSES, IF APPLICABLE
3. IRS FORM W-9

NOTE: Only the successful Bidder shall be required to provide a Certificate of Insurance naming the City of Sunrise as additional insured.



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
5/1/2019

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

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

PRODUCER Bateman Gordon and Sands 3050 North Federal Hwy Lighthouse Point FL 33064		CONTACT NAME: PHONE (A/C, No, Ext): 954-941-0900 FAX (A/C, No): 954-941-2006 E-MAIL: kdunn@bgsagency.com ADDRESS:															
INSURED M & M Asphalt Maintenance, Inc. d/b/a All County Paving 1180 SW 10th Street Delray Beach FL 33444		INSURER(S) AFFORDING COVERAGE <table border="1"> <thead> <tr> <th>INSURER</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Amerisure Mutual Insurance Co.</td> <td>23396</td> </tr> <tr> <td>INSURER B: Amerisure Partners Insurance Company</td> <td>11050</td> </tr> <tr> <td>INSURER C: Amerisure Insurance Co.</td> <td>19488</td> </tr> <tr> <td>INSURER D: American Guarantee and Liability Ins Co</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER	NAIC #	INSURER A: Amerisure Mutual Insurance Co.	23396	INSURER B: Amerisure Partners Insurance Company	11050	INSURER C: Amerisure Insurance Co.	19488	INSURER D: American Guarantee and Liability Ins Co		INSURER E:		INSURER F:	
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INSURER D: American Guarantee and Liability Ins Co																	
INSURER E:																	
INSURER F:																	

COVERAGES

CERTIFICATE NUMBER: 643728711

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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCL/Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	GL21010410302	4/30/2019	4/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	CA21010350305	4/30/2019	4/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	Y	Y	187455000	4/30/2019	4/30/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC21010360301	4/30/2019	4/30/2020	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A D	Rented & Leased Equipment Excess Liability	Y	Y	IM21010420302 AEC255728500	4/30/2019 4/30/2019	4/30/2020 4/30/2020	Limit: \$500,000 Limit: \$8,000,000 Ded.: \$5,000 Excess of \$2M Umb

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

DOCUMENT IS NOT COMPLETE UNLESS ACCOMPANIED BY THE ACORD 101.

General Liability: Additional Insured/Primary & Non-Contributory/OnGoing and Completed Operations, as required by written contract, per CG7048 1015. Waiver of Subrogation as required by written contract, per CG7289 0417. 30 days notice of cancellation other than non-payment of premium per Form IL7074 0116.

Auto Liability: Additional Insured/Waiver of Subrogation as required by written contract, per CA7171 0508. Covered Autos are Primary, Non-Owned Autos are excess over any other collectible insurance per policy (CA0001 1013).

See Attached...

CERTIFICATE HOLDER

CANCELLATION

****PROOF OF INSURANCE ONLY****
 IF ORIGINAL IS NEEDED
 PLEASE CONTACT CLIENT/INS

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

Mark J. Smith

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ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: MMASP1

LOC #:

**ADDITIONAL REMARKS SCHEDULE**

Page 1 of 1

AGENCY Bateman Gordon and Sands		NAMED INSURED M & M Asphalt Maintenance, Inc. d/b/a All County Paving 1180 SW 10th Street Delray Beach FL 33444	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Workers' Compensation: Waiver of Subrogation as required by written contract, per WC000313

Umbrella Liability: Extends coverage to underlying General Liability, Auto Liability and Workers' Compensation/Employers Liability.

General Information:

The General Liability policy contains no specific residential exclusions.

Independent Contractors Liability is included in the General Liability per form CG0001 0413.

ALL COVERAGE IS SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS.

RICK SCOTT, GOVERNOR



JONATHAN ZACHEM, SECRETARY



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



LICENSE NUMBER: CGC1509532

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CERTIFICATE OF COMPETENCY

BROWARD
COUNTY

JEFFREY S. COHEN



Major Roads

W & M ASPHALT MAINTENANCE, INC. D/B/A ALL COUNTY PAVING INC.

CC# 13-3A-17799-R

EXPIRES 08/31/2020

M & M ASPHALT MAINTENANCE, INC. D/B/A ALL COUNTY PAVING INC.

14620 BRIDELWOOD CIR

DELARAY BEACH, FL, 33445

CTRL#19106

3A- MAJOR ROADS (ASPHALT AND CONCRETE PAVING FO INTERSTAT
PRIMARY, SECONDARY, AND ARTERIAL ROADWAYS AND AIRPORTS
AND WORK INCIDENTAL THERETO)

13-3A-17799-R
COHEN, JEFFREY S. - QUALIFYING
M & M Asphalt Maintenance, Inc. dba All County Paving Inc.
1180 SW 10 ST
DELRAY BEACH FL 33444
EXPIRES 08/31/2020



CERTIFICATE OF COMPETENCY

Detach and SIGN the reverse side of this
card IMMEDIATELY upon receipt! You
should carry this card with you at all times.

Contractor must obtain a photo I.D. Certificate of Competency Card
every two years.

COHEN, JEFFREY S.
14620 BRIDLEWOOD CIR
DELRAY BEACH FL 33445

BROWARD COUNTY, FLORIDA CERTIFICATE OF COMPETENCY

3A- MAJOR ROADS (ASPHALT AND CONCRETE
PAVING FO INTERSTATE, PRIMARY,
SECONDARY, AND ARTERIAL ROADWAYS AND
AIRPORTS AND WORK INCIDENTAL THERETO)
13-3A-17799-R
COHEN, JEFFREY S. - QUALIFYING
M & M Asphalt Maintenance, Inc. dba All County
Paving Inc.
1180 SW 10 ST
DELRAY BEACH FL 33444
EXPIRES 08/31/2020

**Passport
Size
Photo
(Optional)**

Cardholder Signature

BID TITLE: Road Restoration Services

BID NUMBER: 19-43-06-MS

SCHEDULE "G"
CITY OF SUNRISE

NOT APPLICABLE

STATEMENT OF NO-BID

NOTE: If you do not intend to bid on this solicitation, please return this form immediately. Failure to return this form may result in your name being removed from the list of qualified Bidders for the City of Sunrise. Please indicate bid name and number on the outside of the envelope. Thank you.

MAIL TO: CITY OF SUNRISE
10770 W. OAKLAND PARK BLVD.
SUNRISE, FL 33351
ATTN: CITY CLERK'S OFFICE

We, the undersigned have declined to bid for the following reason:

- _____ Specification too "tight," i.e., geared toward one brand or manufacturer only (explain below).
- _____ Insufficient time to respond to the Invitation for Bid.
- _____ We do not offer this product or an equivalent.
- _____ Our product schedule would not permit us to perform.
- _____ Unable to meet specifications.
- _____ Unable to meet Bond requirements.
- _____ Specification unclear (explain below).
- _____ Other (specify below).

REMARKS:

COMPANY NAME: _____

SIGNATURE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E MAIL: _____

BID TITLE: Road Restoration Services

BID NUMBER: 19-43-06-MS

SCHEDULE "H"
CITY OF SUNRISE

SECURITY PROCEDURE FORM

The Vendor shall be responsible for and required to complete a VENDOR PASS REQUEST FORM, with photo identification of all personnel authorized to be at Utility sites. Changes in personnel, additions and/or deletions, shall be reported to the City's designated representative in the Utilities Department within twenty-four (24) hours of the change in writing via fax to 954-846-7404.

All personnel shall report to the Security Guard or Operator on duty at each site for check-in upon arrival at any Utility location. Photo identification of person, their purpose of visit, and name of contact person at Utilities, shall be required for entry.

Vendor shall ensure that only authorized Vendor employees, subvendors or agents shall have access to Vendor City vehicles, work site, equipment, work products, reports, electronic data and any and all other information in any written or verbal format pertaining to the City of Sunrise. Vendor shall not admit any unauthorized personnel onto any Utility site. Vendor will not release, discuss or share any information on Utility system, equipment and or operations, to any non-City personnel.

Upon leaving Utilities premises, all personnel shall be required to check out with the Security Guard or Operator on duty.

This requirement and responsibility of Vendor shall remain for the Agreement term and Agreement extensions. Any references of Vendor personnel herein shall include employees, subvendors or agents of Vendor. This facility access requirement is to assure security to City's facilities and shall be considered a material term of this Agreement. Vendor shall have no claim or rights against City for its failure to comply with this requirement and shall be responsible to timely complete its work under the terms of the Agreement.

The foregoing has been read and is acknowledged by the following authorized representative.

M&M Asphalt Maintenance Inc., d/b/a All County Paving

(Company Name)

By: 

Its: Executive Vice President

Date: 6-10-19

BID TITLE: Road Restoration Services

BID NUMBER: 19-43-06-MS



NOT APPLICABLE

VENDOR PASS REQUEST

Vendor Name _____

Vendor Address _____

Vendor Contact Name _____

Vendor Contact Phone Number _____

Vendor Contact Email Address _____

List of Contractor Employees Requiring Entry to City of Sunrise Utility Facilities
Attach copy of Picture Identification (State/Federal/Passport) for all persons listed

List beginning month required _____

List project ending date (month & year) _____

Project location _____

City of Sunrise Project Manager _____

Name (First Last) Work to be Performed

BID TITLE: Road Restoration Services

BID NUMBER: 19-43-06-MS

SCHEDULE "I"
CITY OF SUNRISE

LIST OF SUBCONTRACTORS

If the Contractor intends to use any subcontractor(s) to do any work or installation, they must provide the individual's or company's name, address and phone number and submit the information on this page with their Invitation for Bid. Failure to do so may result in your Bid being deemed non-responsive. (Attach additional pages, if required).

TRADE

- | | | |
|----|--------------------------|---|
| 1. | <u>Concrete</u> | <u>Interstate Concrete Services, LLC</u>

COMPANY NAME/PHONE NUMBER
<u>P.O. Box 6215 Delray Beach, FL 33482</u>

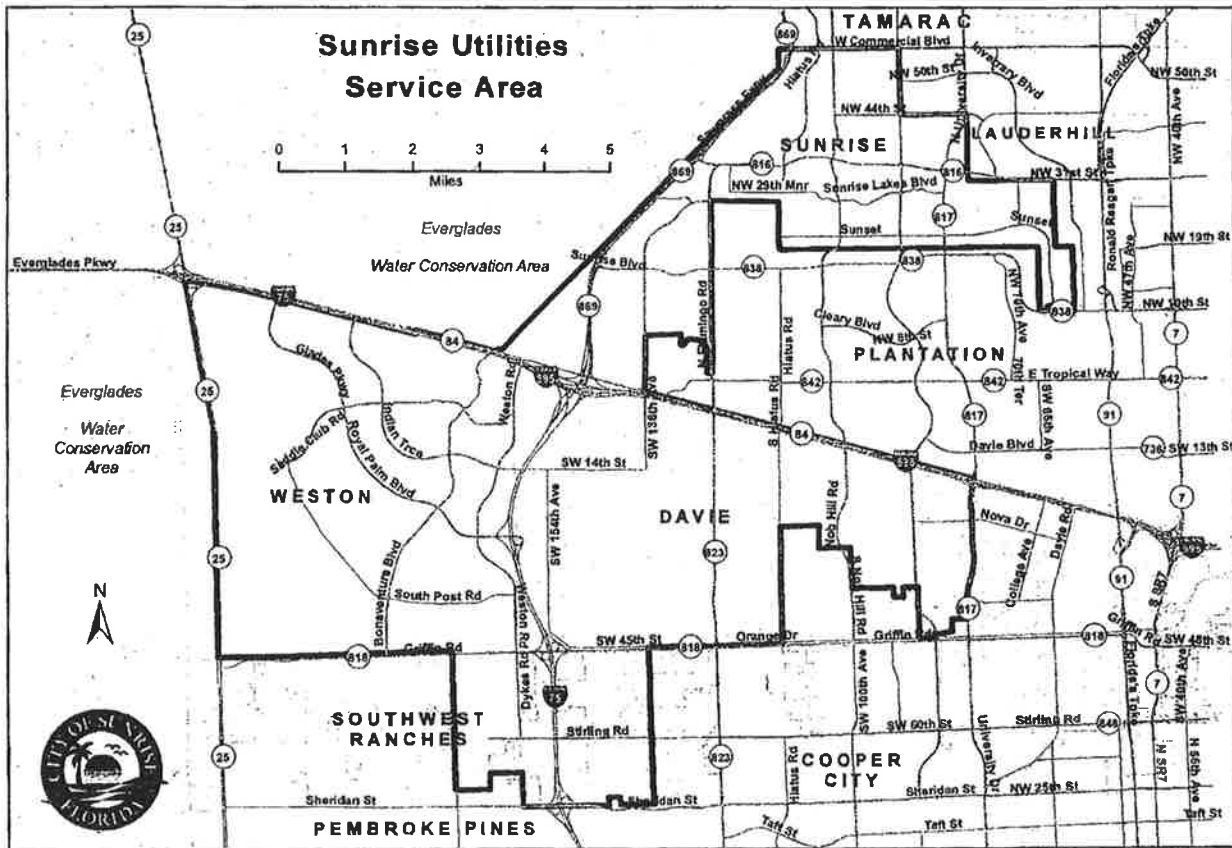
ADDRESS |
| 2. | <u>Pavement Markings</u> | <u>Line Design Solutions, LLC</u>

COMPANY NAME/PHONE NUMBER
<u>2436 N. Federal Highway #426 Lighthouse Point, FL 33065</u>

ADDRESS |
| 3. | _____ | _____
COMPANY NAME/PHONE NUMBER

ADDRESS |
| 4. | _____ | _____
COMPANY NAME/PHONE NUMBER

ADDRESS |





FINANCE & ADMIN. SERVICES DEPARTMENT
Purchasing Division
Phone: 954-572-2274
Fax: 954-578-4809

July 2, 2021

Sent Via Email: publicworks@allcountypaving.com

Attn: Jeffrey Cohen, Executive Vice President
 M & M Asphalt Maintenance Inc. d/b/a All County Paving
 1180 SW 10th Street
 Delray Beach, FL 33444
 Vendor #1449

Subject: First Renewal - Bid 19-43-06-MS/ Road Restoration Services
 Munis Contract No.: 2020000111

Dear Mr. Cohen:

The above referenced Contract shall expire on November 30, 2021. Pursuant to the terms and conditions of the Bid, page 17, paragraph 4.4, the City reserves the right to renew the Contract for two additional one (1) year periods providing all terms and conditions remain the same. The City wishes to exercise the first renewal option for the period of December 1, 2021 through November 30, 2022. The prices shall be firm in accordance with your bid:

Unit of Measure	Description	Price per Qty
Work Order	Mobilization and demobilization (move in – move out) for a work order of multiple paving restoration locations (1 to 4) locations of City utility Services (water, sewer and gas).	\$795.00
Work Order	Maintenance of traffic (MOT) for a work order of multiple paving restoration locations (1 to 4) locations of City utility Services (water, sewer and gas).	\$495.00
LF	Furnish all materials, labor, and equipment to sawcut existing asphalt (any depth).	\$1.00
LF	Furnish all materials, labor, and equipment to sawcut concrete sidewalks or concrete driveways or concrete curbing (any depth)	\$3.00
SF	Furnish all materials, labor, and equipment to excavate, remove and dispose of existing asphalt pavement (any depth)	\$0.95

10770 West Oakland Park Boulevard, Sunrise, FL 33351

July 2, 2021

SF	Furnish all materials, labor, and equipment to excavate, remove and dispose of existing back fill trench materials up to 15" below finished grade	\$1.75
SF	Furnish all materials, labor, and equipment to excavate, remove and dispose of existing concrete sidewalk or driveways	\$2.45
LF	Furnish all materials, labor, and equipment to excavate, remove and dispose away existing concrete curbing (curb & gutter, valley gutter and curbing	\$8.00
SF	Furnish all materials, labor, and equipment to excavate, remove and dispose away existing concrete paver blocks	\$2.50
SF	Furnish all materials, labor and equipment to seal coat existing asphalt pavement including two coats of coal tar pitch emission, silica sand, and spread with squeegee or brush. Also include all the preparation, pressure cleaning and removal of all oil stain/dripping.	\$0.15
EA	Furnish all materials, labor and equipment to remove and dispose away existing car stop (if it's damaged) or relocate temporarily at the site to be re-installed after seal coating.	\$14.00
EA	Furnish all materials, labor and equipment to install new concrete car stop per city standards	\$34.00
SF	Furnish all materials, labor, and equipment to compact existing subgrade, and construct 12" compacted 1merock in two 6" lifts	\$3.00
SF	Furnish all materials, labor, and equipment to lay 2" asphalt including sanding, prime coat and tack coat	\$2.55
SF	Furnish all materials, labor, and equipment to lay 3" asphalt including sanding, prime coat and tack coat	\$3.25
SF	Furnish all materials, labor, and equipment to install 4" thick concrete sidewalk (with minimum 3000 Psi tested) including preparation and compaction of base rock materials	\$6.00
SF	Furnish all materials, labor, and equipment to install 6" thick concrete sidewalk (with minimum 3000 Psi) including preparation and compaction of base rock materials	\$7.50
SF	Furnish all materials, labor, and equipment to install 3-1/8" thick concrete pavers of various shapes over 2" thick sand leveling course as well as reconstructing base rock materials	\$10.50

July 2, 2021

SF	Furnish all materials, labor, and equipment to install 2-3/8" thick concrete pavers of various shapes over 2" thick sand leveling course as well as reconstructing base rock materials	\$9.95
LF	Furnish all materials, labor, and equipment to install 12" wide x 12" deep concrete header curb bordering paver bocks including preparation and compaction of base rock materials	\$27.00
LF	Furnish all materials, labor, and equipment to install FDOT type (F) concrete curb and gutter including preparation and compaction of base rock materials	\$30.00
LF	Furnish all materials, labor, and equipment to install 2' wide concrete valley gutter including preparation and compaction of base rock materials	\$30.00
LF	Furnish all materials, labor, and equipment to install 6" x 18" deep FDOT type D concrete curbing including preparation and compaction of base rock materials	\$25.00
LF	Furnish all materials, labor and equipment to install pavement marking (4-inch wide white paint in two coats) including all the preparation, pressure cleaning of existing pavement.	\$0.70
LF	Furnish all materials, labor and equipment to install pavement marking (6-inch wide white paint in two coats) including all the preparation, pressure cleaning of existing pavement.	\$0.80
LF	Furnish all materials, labor and equipment to install pavement marking (12-inch wide white paint in two coats) including all the preparation, pressure cleaning of existing pavement.	\$1.45
LF	Furnish all materials, labor and equipment to install pavement marking (24-inch wide white paint in two coats) including all the preparation, pressure cleaning of existing pavement.	\$3.15
LF	Furnish all materials, labor and equipment to install pavement marking (6-inch wide blue paint in two coats) including all the preparation, pressure cleaning of existing pavement.	\$0.95
EA	Furnish all materials, labor and equipment to install pavement marking (blue paint handicap accessible parking symbol in two coats) including preparation, pressure cleaning of pavement.	\$45.00

July 2, 2021

EA	Furnish all materials, labor and equipment to install raised pavement markers (reflectors).	\$9.95
LF	Furnish all materials, labor and equipment to install pavement marking (4-inch wide white thermoplastic) including all the preparation, pressure cleaning of existing pavement.	\$1.25
LF	Furnish all materials, labor and equipment to install pavement marking (6-inch wide white thermoplastic) including all the preparation, pressure cleaning of existing pavement.	\$1.50
LF	Furnish all materials, labor and equipment to install pavement marking (12-inch wide white thermoplastic) including all the preparation, pressure cleaning of existing pavement.	\$3.25
LF	Furnish all materials, labor and equipment to install pavement marking (24-inch wide white thermoplastic) including all the preparation, pressure cleaning of existing pavement.	\$6.25
EA	Furnish all materials, labor and equipment to trim, remove and dispose of tree roots, or stump affecting concrete curbing or sidewalks.	\$295.00
EA	Furnish all materials, labor and equipment to construct concrete ADA/wheelchair access ramp per City Standard, including preparation and compaction of base rock materials	\$1,395.00
SF	Furnish all materials, labor and equipment to install detectable warnings on existing asphalt or concrete surface. Truncated domes shall conform to FDOT roadway and traffic latest edition design standards, including preparation and pressure cleaning of surface area.	\$35.00
EA	Furnish all materials, labor, and equipment to excavate, remove existing sign post, mail box post temporary and re-install it back to its original condition.	\$195.00
HR	Additional Miscellaneous Labor, if required.	\$55.00
LF	Milling Asphalt at a depth of 1 inch x 12 ft. lane width	\$5.00
LF	Milling Asphalt at a depth of 1.5inches x12ft lane width	\$7.00
LF	Resurface with 1 inch compacted FDOT SP 9.5 x 12 ft lane width	\$16.00

July 2, 2021

LF	Resurface with 1.5 inches of compacted FDOT SP9.5 x12Ft lane	\$19.50
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Please sign, date and return this acknowledgement along with a current certificate of insurance and email to hraphaelson@sunrisefl.gov or fax to number 954-578-4809.

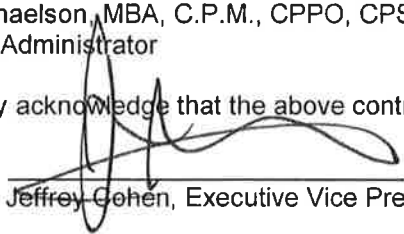
If I can be of further assistance, please do not hesitate to contact me at 954-572-2202.

Best Regards,



Holly Raphaelson, MBA, C.P.M., CPPO, CPSM, NIGP-CPP
Contracts Administrator

We hereby acknowledge that the above contract is renewed for one year.

Signature: 
Jeffrey Cohen, Executive Vice President

Date: 07/06/21



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 02, 2022
Originating Department: Public Works
Agenda Title: Resolution of the Town Commission of the Town of Lake Park, Florida Authorizing and Directing the Mayor to Execute an Amendment to the Contract with Shenandoah General Construction, LLC, for the provision of stormwater infrastructure maintenance and repair services.
Approved by Town Manager: John D'Agostino **Date:** 10/26/22

Cost of Item: N/A **Funding Source:** N/A
Account Number: N/A **Finance Signature:** Jeffrey Duvall

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

Attachments:

1. Agenda Request Form (ARF)
2. Resolution: _____
3. 1st Amendment to the Agreement between the Town & Shenandoah General Construction, LLC, for Stormwater Infrastructure Maintenance and Repair Services.
4. Executed Agreement between the Town & Shenandoah General Construction, LLC, for the Provision of Stormwater Infrastructure Maintenance and Repair Services.

Please initial one:
 _____ Yes, I have notified everyone

Not applicable in this case

Summary Explanation/Background:

The Town is responsible for the operation and maintenance of a stormwater utility and its associated infrastructure and previously determined a need for a contractor to provide stormwater infrastructure maintenance and repair services.

On August 4, 2021, the Town Commission approved Resolution 43-08-21, which authorized an agreement (the Agreement) with Shenandoah General Construction, LLC, (the Contractor) for the provision of stormwater infrastructure maintenance and repair services.

The term of the Agreement is for a period of twelve months and included two (2) 1-year options. Additionally, the Agreement is set to expire on **November 26, 2022, (Attachment 4)**, and the Town Manager has recommended to the Town Commission that it extend the Agreement for another twelve-month period by exercising its first option **(Attachment 3)**.

The Contractor has agreed to provide the services as set forth in the Agreement based upon the same pricing, terms, and conditions as set forth in the Agreement for an additional one-year term.

Finally, the agreement will serve as the vehicle to execute operational funding authorized by the Town Commission for these purposes.

The total approved budget for stormwater infrastructure repair for **FY22-23** is **\$330,000.00**, which includes distributions from the following line items:

Stormwater Pipe Repairs:	\$165,000.00
Stormwater Pipe Depression Repairs:	<u>\$165,000.00</u>
	\$330,000.00

Town Staff envisions utilizing the Agreement to continue addressing structural integrity concerns in the stormwater utility infrastructure.

Recommended Motion:

I move to adopt Resolution _____.

RESOLUTION NO.

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH SHENANDOAH GENERAL CONSTRUCTION, LLC, FOR STORMWATER INFRASTRUCTURE MAINTENANCE AND REPAIR SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

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 and Shenandoah General Construction, LLC, (Contractor) previously entered into an agreement whereby the Contractor is providing stormwater infrastructure maintenance and repair services to the Town; and

WHEREAS, the Agreement provided for a one-year term with an option to extend the Agreement for two additional one-year terms at the convenience of the Town; and

WHEREAS, the Contractor has agreed to provide the services as set forth in the Agreement based upon the same pricing, terms, and conditions as set forth in the Agreement for an additional one-year term; and

WHEREAS, the Town Manager has recommended that the Town Commission extend the Agreement for the provision of stormwater infrastructure maintenance and repair services for an additional one-year term.

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

Section 1. The whereas clauses are hereby incorporated herein.

Section 2. The mayor is hereby authorized and directed to execute the amendment to the Agreement between the Town and Shenandoah General Construction, LLC, to extend the term of the Agreement based upon the same conditions and terms contained therein for one year.

Section 3. This Resolution shall take effect immediately upon its execution.

P:\DOCS\26508\00001\DOC\26X7432.DOCX

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN
THE TOWN OF LAKE PARK AND SHENANDOAH GENERAL CONSTRUCTION,
LLC.**

THIS FIRST AMENDMENT to the agreement between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida 33403 (the Town), and Shenandoah General Construction, 1888 NW 22nd Street, Pompano Beach, FL 33069 (the Contractor) is entered into this day ____ of November, 2022.

RECITALS:

WHEREAS, the Town and Contractor previously entered into an Agreement whereby the Contractor is providing certain stormwater system infrastructure, including, maintenance storm drain cleaning and repair services to the Town (the Agreement); and

WHEREAS, the Agreement provided for a one-year term with an option to extend the Agreement for two additional one-year terms at the convenience of the Town; and

WHEREAS, the Town Manager has recommended to the Town Commission that it enter into the first option of the agreement, which has a term from November 27, 2022, through November 26, 2023.

NOW THEREFORE, the Town and Contractor, in consideration of the benefits flowing from each to the other do hereby agree as follows:

Section 1. The whereas clauses are hereby incorporated herein.

Section 2.

The Town and the Contractor hereby agree to extend the Agreement for Stormwater Infrastructure Maintenance and Repair Services based upon the same pricing, terms, and conditions as set forth in the Agreement

Section 3. This Resolution shall take effect immediately upon its execution.

IN WITNESS WHEREOF, the parties hereto have made and execute this First Amendment to the Agreement as of the day and year last executed below.

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, Town Clerk

By: _____
Michael O'Rourke, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

Shenandoah General Construction, LLC:

By:  _____

Title: Chief Operations Officer

Anthony Guglielmi
Printed Name

P:\DOCS\26508\00001\DOC\26X7415.DOCX

**AGREEMENT TO PIGGYBACK CONTRACT FOR PROVISION OF STORMWATER
INFRASTRUCTURE MAINTENANCE AND REPAIR SERVICES**

THIS AGREEMENT is made and entered into this 4 day of August, 2021, by and between the Town of Lake Park, a municipal corporation of the State of Florida, 535 Park Avenue, Lake Park, Florida, 33403 ("Town") and Shenandoah Construction, 1888 NW 22nd Street, Pompano Beach, FL 33069 ("Contractor").

WITNESSETH THAT

WHEREAS, the Town is a municipality and given those powers and responsibilities enumerated by Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons to provide services; and

WHEREAS, the Town is responsible for the repair and maintenance of its stormwater infrastructure system and requires a contractor to perform such services; and

WHEREAS, pursuant to Florida law, and the Town's procurement policies, the Town has the legal authority to "piggyback" onto a contract procured by another governmental entity when seeking to utilize the same or similar services provided for in said contract in the interest of the public; and

WHEREAS, the Contractor has previously entered into that certain Agreement Number RFP-2018-167-EH with Broward College, a governmental entity that is subject to the procurement rules of the state of Florida, to provide for stormwater infrastructure repair and maintenance services (the "Contract") executed November 27, 2018, a copy of which is attached hereto as Exhibit 'A' and incorporated herein by reference only; and

WHEREAS, the Town desires to "piggyback" onto the Contract between the Contractor and Broward College for utilization of the same or similar services and pricing for the provision of stormwater infrastructure maintenance and repair services, and the Contractor consents to the aforesaid "piggybacking."

NOW THEREFORE, the Town and the Contractor in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. The above stated recitals are true and correct.
2. 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 which are the subject of this Agreement.
 - b. Upon the request of the Town, provide any such public records.

- 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 term of this Agreement, and following completion of this Agreement if the Contractor does not transfer the records which are part of this Agreement to the Town.
 - d. Upon the completion of the term of the Agreement, transfer, at no cost, to the Town all public records in possession of the Contractor; 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 term of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential from public records disclosure. If the Contractor keeps and maintains public records upon completion of the term of the Agreement, the Contractor shall meet all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the Town, upon request, 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, including its duty to provide public records relating to this Agreement, the Contractor shall contact the custodian of public records at: Town Clerk, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, townclerk@lakeparkflorida.gov.
- 3. Contractor hereby affirms and ratifies the terms and conditions of the Agreement and agrees to perform the services set forth therein for the Town in accordance with the terms of the Contract it has previously entered into with Broward College on November 27, 2018, a copy of which is attached hereto and incorporated herein.
 - 4. The Town agrees to utilize the services of the Contractor in the manner and upon the terms and conditions as set forth in the Contract.
 - 5. Except as otherwise stated herein below, the terms and conditions of the Contract shall be the terms agreed to by the parties.
 - 6. The terms and conditions of the Contract are hereby supplemented and incorporated into this Agreement, as follows:

The Contractor's mobilization costs shall be mutually agreed to by the parties and proportional to the individual scope of work for which the mobilization is purposed. The mobilization costs shall be reflected in a


written supplement to this contract, and which shall be attached hereto and maintained as part of the Town's official records.

7. This Agreement shall be governed by the laws of the state of Florida. Venue for any cause of action arising out of this contract shall lie in the 15th Judicial District in and for Palm Beach County, Florida, or the United States District Court for the Southern District of Florida.
8. Notices to the Contractor shall remain as reflected in the Contract. Notices to the Town shall be given to the Town at: Town of Lake Park, Attn: Town Clerk. 535 Park Avenue, Lake Park, Florida, 33403.
9. If either party is required to initiate a legal action, including appeals to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

IN WITNESS WHEREOF, the parties hereto have made and execute this Agreement as of the day and year last execute below.

ATTEST:

TOWN OF LAKE PARK

By: 
Vivian Mendez, Town Clerk

By: 
Michael O'Rourke, Mayor



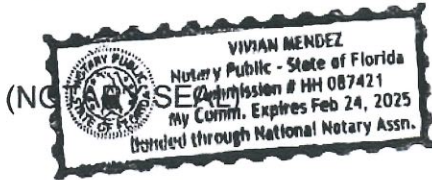
APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
Thomas J. Baird, Town Attorney

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 4 day of August 2021 by Michael O'Rourke, Mayor of the Town of Lake Park, and who is personally known to me.



Vivian Mendez
Notary Public, State of Florida

WITNESSES:

By: [Signature]
Daniel DiMura

Printed Name

[Signature]
Margaret DiMura

Printed Name

Contractor:
Shenandoah General Construction

By: [Signature]
Its: Vice President

Anthony Guglielmi

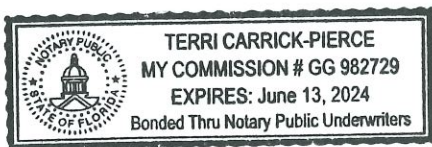
Printed

STATE OF FLORIDA

COUNTY OF ~~PALM BEACH~~ Broward

The foregoing instrument has been acknowledged before me this 6 day of August 2021 by Anthony Guglielmi, as Vice President of Shenandoah General Const., and who is personally known to me ~~or has produced~~ as identification.

(NOTARY SEAL)



[Signature]
Notary Public, State of Florida



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 2, 2022
Originating Department: Town Clerk
Agenda Title: Resolution Establishing the Qualifying Period for the March 14, 2023 Municipal Election
Approved by Town Manager: John D'Agostino **Date:** 10/26/22

Cost of Item: \$13,000.00 **Funding Source:** Accounting, Audits, & Elections
Account Number: 106-33000 **Finance Signature:** Jeffrey Duvall

Advertised:
Date: October 28 & November 6 **Newspaper:** La Guia and Palm Beach Post

Attachments: Resolution

Please initial one:
VM Yes I have notified everyone
Not applicable in this case

Summary Explanation/Background:

The Town of Lake Park will conduct a Municipal Election on March 14, 2023. The attached Resolution establishes the qualifying period as Tuesday, November 8, 2022 beginning at noon and continue until Tuesday, November 22, 2022 until noon.

Recommended Motion:

I move to adopt Resolution _____.

RESOLUTION 80-11-22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, ESTABLISHING THE TIME AND PLACE OF THE TOWN OF LAKE PARK'S MUNICIPAL ELECTION WHICH SHALL BE HELD ON TUESDAY, MARCH 14, 2023 FOR THE PURPOSE OF ELECTING A MAYOR AND ONE COMMISSIONER TO THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA; ESTABLISHING THE QUALIFYING/FILING PERIOD FOR SUCH MUNICIPAL ELECTION AS BEGINNING AT 12 NOON ON TUESDAY NOVEMBER 8, 2022 AND CONTINUING DURING THE TOWN'S BUSINESS HOURS ENDING AT 12 NOON TUESDAY NOVEMBER 22, 2022; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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 of Lake Park ("Town") Town Code Section 18 – Qualification of candidates for town commission specifies that the qualifying period for the Town's Municipal Election; and

WHEREAS, the Town Code Section 18 identifies that the position of Mayor and One Commission seats are up for Election in March 2023.

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

Section 1. A Municipal Election shall be held in the Town of Lake Park, Palm Beach County, Florida, ("Town") between the hours of 7:00 a.m. and 7:00 p.m. on Tuesday, the 14th day of March, 2023, and if necessary a run-off election would be held on Tuesday, the 28th day of March, 2023, between the hours of 7:00 a.m. and 7:00 p.m. for the purpose of electing a Mayor and one Commissioners to the Town Commission.

Section 2. The Town Commission hereby designates Tuesday, November 8, 2022 at 12:00 noon as the opening date for those persons interested in qualifying for the Offices of Commissioner, for the Municipal Election to be held on Tuesday, March 14, 2023; and establishing 12:00 noon, Tuesday, November 22, 2022 as the closing date for candidates to qualify for the Office of Mayor and one Commissioner.

Section 3. At least 30 days before Tuesday, November 8, 2022, but not more than 45 days before Tuesday, March 14, 2023, the Town Clerk of the Town shall post in three conspicuous places in the Town, one of which shall be at the front door of Town Hall, 535 Park Avenue, the Notice of the Municipal Election, and the Offices of the Town Commission to be filled in the election.

Section 4. This Resolution shall take effect immediately upon adoption.



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 2, 2022

Agenda Item No.

Agenda Title: A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN "AS IS" PURCHASE AND SALE CONTRACT FOR THE SALE OF THE PROPERTY AT 1100 2nd COURT OWNED BY THE TOWN OF LAKE PARK TO IGOR JOSE OLIVEIRA DE ALMEIDA AND NATASHA AILEEN QUIZA; AND PROVIDING FOR AN EFFECTIVE DATE.

[] SPECIAL PRESENTATION/REPORTS [] CONSENT AGENDA
 [] BOARD APPOINTMENT [] OLD BUSINESS
 [] ORDINANCE
 [X] **NEW BUSINESS**
 [] OTHER

Approved by Town Manager John D'Agostino Date: 10/28/22

Nadia Di Tommaso / Community Development Director

Name/Title

Originating Department: <p style="text-align: center;">Community Development</p>	Costs: Legal Ad/Legal Review Funding Source: Advertising/Legal Acct. # 106-48100/ #108 [] Finance <u>Jeffrey Duvall</u>	Attachments: → Resolution → Sales Contract
Advertised: Date: Paper: [X] Not Required	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone____ OR Not applicable in this case <i>ND</i> Please initial one.

Summary Explanation/Background:

The Town acquired 1100 2nd Court through foreclosure in September 2021. Town Code Section 2-312 (enclosed) outlines the process for selling the property. The initial step was to get an appraisal for the property. The appraisal provided a market value of \$140,000 and assumed demolition and reconstruction due to the existing conditions of the property. At the June 1, 2022 meeting, the Commission directed Staff to offer the property for sale. The offering was noticed with the required legal ad and also emailed to all parties who

expressed prior interest. The deadline to submit was July 1, 2022, 12pm. The conditions of sale, as agreed upon by the Commission were advertised as follows:

- (1) Demolition and construction of a new single-family home in accordance with the Town Code and Florida Building Code.
- (2) That buyer would apply for permits for the demolition and construction within 60 days of assuming ownership of the Property, and that all associated construction work, along with the issuance of a Certificate of Occupancy, shall be completed on or before 1 year following the issuance date of the building permit for construction of the single-family home.
- (3) That the buyer shall occupy the home as the buyer's, or buyer's immediate family member, primary residence for a period of at least 5 years from the date of issuance of the Certificate of Occupancy.
- (4) An offer to purchase must be accompanied by a 5% deposit of the proposed purchase price that will be returned to the proposer if the offer is rejected, or applied towards the purchase price if the offer is accepted.

At the August 3, 2022 Town Commission meeting, the Town Commission selected the Quiza proposal, which included the following conditions that were accepted by the Town Commission at the August 3, 2022 meeting and that are included in the enclosed sales contract as a result of the Commission directing Staff and the Town Attorney to bring back an executed sales contract for final approval:

Buyer agrees to meet and comply with the following conditions:

- (1) Demolition, with the exception of the concrete block system, and construction of a new single-family home in accordance with the Town Code and Florida Building Code.***
- (2) Buyer will apply for permits for the demolition and construction within 60 days of assuming ownership of the Property, and that all associated construction work, along with the issuance of a Certificate of Occupancy, shall be completed on or before 1 year following the issuance of the building permit for construction of the single-family home.***
- (3) Buyer shall occupy the home as the Buyer's or Buyer's immediate family member, primary residence for a period of at least 5 years from the date of issuance of the Certificate of Occupancy. Immediate family member is defined as: parents, spouse, children, domestic partner, sister, brother, grandparents and those relationships that arise as a result of marriage or adoption, or legal guardianship.***

The Town Attorney also worked with the Appraiser's Office on some tax certificate matters and the contract is now ready for final Town Commission approval and is enclosed. The purchase price is \$151,000 (as agreed upon at the August 3 Commission meeting) and a \$7,550 initial deposit was received. A balance of \$143,450.00 will be needed to close. The closing date is scheduled for November 15, 2022.

Recommended Motion: I move to APPROVE Resolution __-11-22 for the sale of 1100 2nd Court, pursuant to the conditions included with the sales contract.

RESOLUTION NO. __-11-22

A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE AN “AS IS” PURCHASE AND SALE CONTRACT FOR THE SALE OF THE PROPERTY AT 1100 2nd COURT OWNED BY THE TOWN OF LAKE PARK TO IGOR JOSE OLIVEIRA DE ALMEIDA AND NATASHA AILEEN QUIZA; 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 is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Town is the owner of the residential property at 1100 2nd Court (the Property); and

WHEREAS, the Town has agreed to sell the Property to Igor De Almeida and Natasha Aileen Quiza; and

WHEREAS, the Town’s attorneys have prepared a Purchase and Sale Contract for the sale of the Property; and

WHEREAS, the Town Manager is recommending that the Town Commission authorize the Mayor to execute the Purchase and Sale Contract, a copy of which is attached hereto for reference.

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 to and directed to execute the Purchase and Sale Contract on behalf of the Town of Lake Park.

Section 4. This Resolution shall take effect upon execution.

1* **PARTIES:** TOWN OF LAKE PARK ("Seller"),
2* and IGOR JOSE OLIVEIRA DE ALMEIDA AND NATASHA AILEEN QUIZA ("Buyer"),
3 agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property
4 (collectively "Property") pursuant to the terms and conditions of this AS IS Residential Contract For Sale And Purchase
5 and any riders and addenda ("Contract"):
6

1. **PROPERTY DESCRIPTION:**

- 7* (a) Street address, city, zip: 1100 2ND COURT, LAKE PARK, FLORIDA 33403
8* (b) Located in: PALM BEACH County, Florida. Property Tax ID #: 36-43-42-20-01-112-0180
9* (c) Real Property: The legal description is LOTS 18, 19, 20 AND 21, BLOCK 112, KELSEY CITY (NOW KNOWN
10 AS LAKE PARK), ACCORDING TO THE PALT THEREOF AS RECORDED IN PLAT BOOK 8, PAGE 35 OF
11 THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

12 together with all existing improvements and fixtures, including built-in appliances, built-in furnishings and
13 attached wall-to-wall carpeting and flooring ("Real Property") unless specifically excluded in Paragraph 1(e) or
14 by other terms of this Contract.

15 ~~(d) Personal Property: Unless excluded in Paragraph 1(e) or by other terms of this Contract, the following items~~
16 ~~which are owned by Seller and existing on the Property as of the date of the initial offer are included in the~~
17 ~~purchase: range(s)/oven(s), refrigerator(s), dishwasher(s), disposal, ceiling fan(s), intercom, light fixture(s),~~
18 ~~drapery rods and draperies, blinds, window treatments, smoke detector(s), garage door opener(s), security gate~~
19 ~~and other access devices, and storm shutters/panels ("Personal Property").~~

20* Other Personal Property items included in this purchase are: _____

21 _____
22 Personal Property is included in the Purchase Price, has no contributory value, and shall be left for the Buyer.

23* (e) The following items are excluded from the purchase: _____
24 _____

25 **PURCHASE PRICE AND CLOSING**

26* 2. **PURCHASE PRICE** (U.S. currency):\$ 151,000.00

27* (a) Initial deposit to be held in escrow in the amount of **(checks subject to COLLECTION)**\$ 7,550.00

28 The initial deposit made payable and delivered to "Escrow Agent" named below
29* **(CHECK ONE):** (i) ☒ accompanies offer or (ii) ☐ is to be made within _____ (if left
30 blank, then 3) days after Effective Date. IF NEITHER BOX IS CHECKED, THEN
31 OPTION (ii) SHALL BE DEEMED SELECTED.

32* Escrow Agent Information: Name: Jones Foster P.A. (Attn: Cynthia F. Skwierc, FRP)

33* Address: 4741 Military Trail, Suite 200, Jupiter, FL 33458

34* Phone: 561-650-8241 E-mail: cskwierc@jonesfoster.com Fax: 561-650-5300

35* (b) Additional deposit to be delivered to Escrow Agent within _____ (if left blank, then 10)
36* days after Effective Date\$ _____

37 (All deposits paid or agreed to be paid, are collectively referred to as the "Deposit")

38* (c) Financing: Express as a dollar amount or percentage ("Loan Amount") see Paragraph 8.....\$ _____

39* (d) Other:\$ _____

40 (e) Balance to close (not including Buyer's closing costs, prepaids and prorations) by wire
41* transfer or other **COLLECTED** funds\$ 143,450.00

42 **NOTE: For the definition of "COLLECTION" or "COLLECTED" see STANDARD S.**

43 3. **TIME FOR ACCEPTANCE OF OFFER AND COUNTER-OFFERS; EFFECTIVE DATE:**

44 (a) If not signed by Buyer and Seller, and an executed copy delivered to all parties on or before
45* N/A, this offer shall be deemed withdrawn and the Deposit, if any, shall be returned to
46 Buyer. Unless otherwise stated, time for acceptance of any counter-offers shall be within 2 days after the day
47 the counter-offer is delivered.

48 (b) The effective date of this Contract shall be the date when the last one of the Buyer and Seller has signed or
49 initialed and delivered this offer or final counter-offer ("Effective Date").

50 4. **CLOSING DATE:** Unless modified by other provisions of this Contract, the closing of this transaction shall occur
51 and the closing documents required to be furnished by each party pursuant to this Contract shall be delivered
52* ("Closing") on November 15, 2022 ("Closing Date"), at the time established by the Closing Agent.

Buyer's Initials

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Seller's Initials

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466

5. EXTENSION OF CLOSING DATE:

- (a) If Paragraph 8(b) is checked and Closing funds from Buyer's lender(s) are not available on Closing Date due to Consumer Financial Protection Bureau Closing Disclosure delivery requirements ("CFPB Requirements"), then Closing Date shall be extended for such period necessary to satisfy CFPB Requirements, provided such period shall not exceed 10 days.
- (b) If an event constituting "Force Majeure" causes services essential for Closing to be unavailable, including the unavailability of utilities or issuance of hazard, wind, flood or homeowners' insurance, Closing Date shall be extended as provided in STANDARD G.

6. OCCUPANCY AND POSSESSION:

- (a) Unless the box in Paragraph 6(b) is checked, Seller shall, at Closing, deliver occupancy and possession of the Property to Buyer free of tenants, occupants and future tenancies. Also, at Closing, Seller shall have removed all personal items and trash from the Property and shall deliver all keys, garage door openers, access devices and codes, as applicable, to Buyer. If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to the Property from date of occupancy, shall be responsible and liable for maintenance from that date, and shall be deemed to have accepted the Property in its existing condition as of time of taking occupancy.
- (b) ☐ **CHECK IF PROPERTY IS SUBJECT TO LEASE(S) OR OCCUPANCY AFTER CLOSING.** If Property is subject to a lease(s) after Closing or is intended to be rented or occupied by third parties beyond Closing, the facts and terms thereof shall be disclosed in writing by Seller to Buyer and copies of the written lease(s) shall be delivered to Buyer, all within 5 days after Effective Date. If Buyer determines, in Buyer's sole discretion, that the lease(s) or terms of occupancy are not acceptable to Buyer, Buyer may terminate this Contract by delivery of written notice of such election to Seller within 5 days after receipt of the above items from Seller, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Estoppel Letter(s) and Seller's affidavit shall be provided pursuant to STANDARD D. If Property is intended to be occupied by Seller after Closing, see Rider U. POST-CLOSING OCCUPANCY BY SELLER.

- 7. ASSIGNABILITY: (CHECK ONE):** Buyer ☐ may assign and thereby be released from any further liability under this Contract; ☐ may assign but not be released from liability under this Contract; or ☒ may not assign this Contract.

FINANCING**8. FINANCING:**

☒ (a) Buyer will pay cash for the purchase of the Property at Closing. There is no financing contingency to Buyer's obligation to close. If Buyer obtains a loan for any part of the Purchase Price of the Property, Buyer acknowledges that any terms and conditions imposed by Buyer's lender(s) or by CFPB Requirements shall not affect or extend the Buyer's obligation to close or otherwise affect any terms or conditions of this Contract.

☐ (b) This Contract is contingent upon Buyer obtaining approval of a ☐ conventional ☐ FHA ☐ VA or ☐ other _____ (describe) loan within _____ (if left blank, then 30) days after Effective Date ("Loan Approval Period") for **(CHECK ONE):** ☐ fixed, ☐ adjustable, ☐ fixed or adjustable rate in the Loan Amount (See Paragraph 2(c)), at an initial interest rate not to exceed _____ % (if left blank, then prevailing rate based upon Buyer's creditworthiness), and for a term of _____ (if left blank, then 30) years ("Financing").

(i) Buyer shall make mortgage loan application for the Financing within _____ (if left blank, then 5) days after Effective Date and use good faith and diligent effort to obtain approval of a loan meeting the Financing terms ("Loan Approval") and thereafter to close this Contract. Loan Approval which requires a condition related to the sale by Buyer of other property shall not be deemed Loan Approval for purposes of this subparagraph.

Buyer's failure to use diligent effort to obtain Loan Approval during the Loan Approval Period shall be considered a default under the terms of this Contract. For purposes of this provision, "diligent effort" includes, but is not limited to, timely furnishing all documents and information and paying of all fees and charges requested by Buyer's mortgage broker and lender in connection with Buyer's mortgage loan application.

(ii) Buyer shall keep Seller and Broker fully informed about the status of Buyer's mortgage loan application, Loan Approval, and loan processing and authorizes Buyer's mortgage broker, lender, and Closing Agent to disclose such status and progress, and release preliminary and finally executed closing disclosures and settlement statements, to Seller and Broker.

(iii) Upon Buyer obtaining Loan Approval, Buyer shall promptly deliver written notice of such approval to Seller.

(iv) If Buyer is unable to obtain Loan Approval after the exercise of diligent effort, then at any time prior to expiration of the Loan Approval Period, Buyer may provide written notice to Seller stating that Buyer has been unable to obtain Loan Approval and has elected to either:

- (1) waive Loan Approval, in which event this Contract will continue as if Loan Approval had been obtained; or
- (2) terminate this Contract.

Buyer's Initials

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Seller's Initials

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(v) If Buyer fails to timely deliver either notice provided in Paragraph 8(b)(iii) or (iv), above, to Seller prior to expiration of the Loan Approval Period, then Loan Approval shall be deemed waived, in which event this Contract will continue as if Loan Approval had been obtained, provided however, Seller may elect to terminate this Contract by delivering written notice to Buyer within 3 days after expiration of the Loan Approval Period.

(vi) If this Contract is timely terminated as provided by Paragraph 8(b)(iv)(2) or (v), above, and Buyer is not in default under the terms of this Contract, Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract.

(vii) If Loan Approval has been obtained, or deemed to have been obtained, as provided above, and Buyer fails to close this Contract, then the Deposit shall be paid to Seller unless failure to close is due to: (1) Seller's default or inability to satisfy other contingencies of this Contract; (2) Property related conditions of the Loan Approval have not been met (except when such conditions are waived by other provisions of this Contract); or (3) appraisal of the Property obtained by Buyer's lender is insufficient to meet terms of the Loan Approval, in which event(s) the Buyer shall be refunded the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

☐ (c) Assumption of existing mortgage (see rider for terms).

☐ (d) Purchase money note and mortgage to Seller (see riders; addenda; or special clauses for terms).

CLOSING COSTS, FEES AND CHARGES

9. CLOSING COSTS; TITLE INSURANCE; SURVEY; HOME WARRANTY; SPECIAL ASSESSMENTS:

(a) COSTS TO BE PAID BY SELLER:

- Documentary stamp taxes and surtax on deed, if any
- Owner's Policy and Charges (if Paragraph 9(c)(i) is checked)
- Title search charges (if Paragraph 9(c)(iii) is checked)
- Municipal lien search (if Paragraph 9(c)(i) or (iii) is checked)
- HOA/Condominium Association estoppel fees
- Recording and other fees needed to cure title
- Seller's attorneys' fees
- Other: _____

If, prior to Closing, Seller is unable to meet the AS IS Maintenance Requirement as required by Paragraph 11 a sum equal to 125% of estimated costs to meet the AS IS Maintenance Requirement shall be escrowed at Closing. If actual costs to meet the AS IS Maintenance Requirement exceed escrowed amount, Seller shall pay such actual costs. Any unused portion of escrowed amount(s) shall be returned to Seller.

(b) COSTS TO BE PAID BY BUYER:

- Taxes and recording fees on notes and mortgages
- Recording fees for deed and financing statements
- Owner's Policy and Charges (if Paragraph 9(c)(ii) is checked)
- Survey (and elevation certification, if required)
- Lender's title policy and endorsements
- HOA/Condominium Association application/transfer fees
- Municipal lien search (if Paragraph 9(c)(ii) is checked)
- Loan expenses
- Appraisal fees
- Buyer's Inspections
- Buyer's attorneys' fees
- All property related insurance
- Owner's Policy Premium (if Paragraph 9 (c)(iii) is checked.)
- Other: _____

(c) **TITLE EVIDENCE AND INSURANCE:** At least _____ (if left blank, then 15, or if Paragraph 8(a) is checked, then 5) days prior to Closing Date ("Title Evidence Deadline"), a title insurance commitment issued by a Florida licensed title insurer, with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see STANDARD A for terms) shall be obtained and delivered to Buyer. If Seller has an owner's policy of title insurance covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date. The owner's title policy premium, title search and closing services (collectively, "Owner's Policy and Charges") shall be paid, as set forth below. The title insurance premium charges for the owner's policy and any lender's policy will be calculated and allocated in accordance with Florida law, but may be reported differently on certain federally mandated closing disclosures and other closing documents. For purposes of this Contract "municipal lien search" means a search of records necessary for the owner's policy of title insurance to be issued without exception for unrecorded liens imposed pursuant to Chapters 159 or 170, F.S., in favor of any governmental body, authority or agency.

(CHECK ONE):

☒ (i) Seller shall designate Closing Agent and pay for Owner's Policy and Charges, and Buyer shall pay the premium for Buyer's lender's policy and charges for closing services related to the lender's policy, endorsements and loan closing, which amounts shall be paid by Buyer to Closing Agent or such other provider(s) as Buyer may select; or

☐ (ii) Buyer shall designate Closing Agent and pay for Owner's Policy and Charges and charges for closing services related to Buyer's lender's policy, endorsements and loan closing; or

Buyer's Initials

Page 3 of 12

Seller's Initials

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- ☐ (iii) **[MIAMI-DADE/BROWARD REGIONAL PROVISION]:** Seller shall furnish a copy of a prior owner's policy of title insurance or other evidence of title and pay fees for: (A) a continuation or update of such title evidence, which is acceptable to Buyer's title insurance underwriter for reissue of coverage; (B) tax search; and (C) municipal lien search. Buyer shall obtain and pay for post-Closing continuation and premium for Buyer's owner's policy, and if applicable, Buyer's lender's policy. Seller shall not be obligated to pay more than \$_____ (if left blank, then \$200.00) for abstract continuation or title search ordered or performed by Closing Agent.
- (d) **SURVEY:** On or before Title Evidence Deadline, Buyer may, at Buyer's expense, have the Real Property surveyed and certified by a registered Florida surveyor ("Survey"). If Seller has a survey covering the Real Property, a copy shall be furnished to Buyer and Closing Agent within 5 days after Effective Date.
- (e) **HOME WARRANTY:** At Closing, ☐ Buyer ☐ Seller ☒ N/A shall pay for a home warranty plan issued by _____ at a cost not to exceed \$_____. A home warranty plan provides for repair or replacement of many of a home's mechanical systems and major built-in appliances in the event of breakdown due to normal wear and tear during the agreement's warranty period.
- (f) **SPECIAL ASSESSMENTS:** At Closing, Seller shall pay: (i) the full amount of liens imposed by a public body ("public body" does not include a Condominium or Homeowner's Association) that are certified, confirmed and ratified before Closing; and (ii) the amount of the public body's most recent estimate or assessment for an improvement which is substantially complete as of Effective Date, but that has not resulted in a lien being imposed on the Property before Closing. Buyer shall pay all other assessments. If special assessments may be paid in installments **(CHECK ONE):**
- ☒ (a) Seller shall pay installments due prior to Closing and Buyer shall pay installments due after Closing. Installments prepaid or due for the year of Closing shall be prorated.
- ☐ (b) Seller shall pay the assessment(s) in full prior to or at the time of Closing.
- IF NEITHER BOX IS CHECKED, THEN OPTION (a) SHALL BE DEEMED SELECTED.
- This Paragraph 9(f) shall not apply to a special benefit tax lien imposed by a community development district (CDD) pursuant to Chapter 190, F.S., which lien shall be prorated pursuant to STANDARD K.

DISCLOSURES

10. DISCLOSURES:

- (a) **RADON GAS:** Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.
- (b) **PERMITS DISCLOSURE:** Except as may have been disclosed by Seller to Buyer in a written disclosure, Seller does not know of any improvements made to the Property which were made without required permits or made pursuant to permits which have not been properly closed. If Seller identifies permits which have not been properly closed or improvements which were not permitted, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open permits or unpermitted improvements.
- (c) **MOLD:** Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional information regarding mold, Buyer should contact an appropriate professional.
- (d) **FLOOD ZONE; ELEVATION CERTIFICATION:** Buyer is advised to verify by elevation certificate which flood zone the Property is in, whether flood insurance is required by Buyer's lender, and what restrictions apply to improving the Property and rebuilding in the event of casualty. If Property is in a "Special Flood Hazard Area" or "Coastal Barrier Resources Act" designated area or otherwise protected area identified by the U.S. Fish and Wildlife Service under the Coastal Barrier Resources Act and the lowest floor elevation for the building(s) and/or flood insurance rating purposes is below minimum flood elevation or is ineligible for flood insurance coverage through the National Flood Insurance Program or private flood insurance as defined in 42 U.S.C. §4012a, Buyer may terminate this Contract by delivering written notice to Seller within _____ (if left blank, then 20) days after Effective Date, and Buyer shall be refunded the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract, failing which Buyer accepts existing elevation of buildings and flood zone designation of Property. The National Flood Insurance Program may assess additional fees or adjust premiums for pre-Flood Insurance Rate Map (pre-FIRM) non-primary structures (residential structures in which the insured or spouse does not reside for at least 50% of the year) and an elevation certificate may be required for actuarial rating.
- (e) **ENERGY BROCHURE:** Buyer acknowledges receipt of Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.

Buyer's Initials



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Seller's Initials

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- (f) **LEAD-BASED PAINT:** If Property includes pre-1978 residential housing, a lead-based paint disclosure is mandatory.
- (g) **HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE: BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE, IF APPLICABLE.**
- (h) **PROPERTY TAX DISCLOSURE SUMMARY:** BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.
- (i) **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Seller shall inform Buyer in writing if Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act ("FIRPTA"). Buyer and Seller shall comply with FIRPTA, which may require Seller to provide additional cash at Closing. If Seller is not a "foreign person", Seller can provide Buyer, at or prior to Closing, a certification of non-foreign status, under penalties of perjury, to inform Buyer and Closing Agent that no withholding is required. See STANDARD V for further information pertaining to FIRPTA. Buyer and Seller are advised to seek legal counsel and tax advice regarding their respective rights, obligations, reporting and withholding requirements pursuant to FIRPTA.
- (j) **SELLER DISCLOSURE:** Seller knows of no facts materially affecting the value of the Real Property which are not readily observable and which have not been disclosed to Buyer. Except as provided for in the preceding sentence, Seller extends and intends no warranty and makes no representation of any type, either express or implied, as to the physical condition or history of the Property. Except as otherwise disclosed in writing Seller has received no written or verbal notice from any governmental entity or agency as to a currently uncorrected building, environmental or safety code violation.

PROPERTY MAINTENANCE, CONDITION, INSPECTIONS AND EXAMINATIONS

~~11. **PROPERTY MAINTENANCE:** Except for ordinary wear and tear and Casualty Loss, Seller shall maintain the Property, including, but not limited to, lawn, shrubbery, and pool, in the condition existing as of Effective Date ("AS IS Maintenance Requirement").~~

12. PROPERTY INSPECTION; RIGHT TO CANCEL:

- (a) **PROPERTY INSPECTIONS AND RIGHT TO CANCEL:** Buyer shall have 0 (if left blank, then 15) days after Effective Date ("Inspection Period") within which to have such inspections of the Property performed as Buyer shall desire during the Inspection Period. If Buyer determines, in Buyer's sole discretion, that the Property is not acceptable to Buyer, Buyer may terminate this Contract by delivering written notice of such election to Seller prior to expiration of Inspection Period. If Buyer timely terminates this Contract, the Deposit paid shall be returned to Buyer, thereupon, Buyer and Seller shall be released of all further obligations under this Contract; however, Buyer shall be responsible for prompt payment for such inspections, for repair of damage to, and restoration of, the Property resulting from such inspections, and shall provide Seller with paid receipts for all work done on the Property (the preceding provision shall survive termination of this Contract). Unless Buyer exercises the right to terminate granted herein, Buyer accepts the physical condition of the Property and any violation of governmental, building, environmental, and safety codes, restrictions, or requirements, but subject to Seller's continuing AS IS Maintenance Requirement, and Buyer shall be responsible for any and all repairs and improvements required by Buyer's lender.
- (b) **WALK-THROUGH INSPECTION/RE-INSPECTION:** On the day prior to Closing Date, or on Closing Date prior to time of Closing, as specified by Buyer, Buyer or Buyer's representative may perform a walk-through (and follow-up walk-through, if necessary) inspection of the Property solely to confirm that all items of Personal Property are on the Property and to verify that Seller has maintained the Property as required by the AS IS Maintenance Requirement and has met all other contractual obligations.
- ~~(c) **SELLER ASSISTANCE AND COOPERATION IN CLOSE OUT OF BUILDING PERMITS:** If Buyer's inspection of the Property identifies open or needed building permits, then Seller shall promptly deliver to Buyer all plans, written documentation or other information in Seller's possession, knowledge, or control relating to improvements to the Property which are the subject of such open or needed Permits, and shall promptly cooperate in good faith with Buyer's efforts to obtain estimates of repairs or other work necessary to resolve such Permit issues. Seller's obligation to cooperate shall include Seller's execution of necessary authorizations,~~

~~consents, or other documents necessary for Buyer to conduct inspections and have estimates of such repairs or work prepared, but in fulfilling such obligation, Seller shall not be required to expend, or become obligated to expend, any money.~~

- (d) **ASSIGNMENT OF REPAIR AND TREATMENT CONTRACTS AND WARRANTIES:** At Buyer's option and cost, Seller will, at Closing, assign all assignable repair, treatment and maintenance contracts and warranties to Buyer.

ESCROW AGENT AND BROKER

13. ESCROW AGENT: Any Closing Agent or Escrow Agent (collectively "Agent") receiving the Deposit, other funds and other items is authorized, and agrees by acceptance of them, to deposit them promptly, hold same in escrow within the State of Florida and, subject to **COLLECTION**, disburse them in accordance with terms and conditions of this Contract. Failure of funds to become **COLLECTED** shall not excuse Buyer's performance. When conflicting demands for the Deposit are received, or Agent has a good faith doubt as to entitlement to the Deposit, Agent may take such actions permitted by this Paragraph 13, as Agent deems advisable. If in doubt as to Agent's duties or liabilities under this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties agree to its disbursement or until a final judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended and FREC rules to timely resolve escrow disputes through mediation, arbitration, interpleader or an escrow disbursement order.

In any proceeding between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any proceeding where Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred, to be paid pursuant to court order out of the escrowed funds or equivalent. Agent shall not be liable to any party or person for mis-delivery of any escrowed items, unless such mis-delivery is due to Agent's willful breach of this Contract or Agent's gross negligence. This Paragraph 13 shall survive Closing or termination of this Contract.

~~**14. PROFESSIONAL ADVICE, BROKER LIABILITY:** Broker advises Buyer and Seller to verify Property condition, square footage, and all other facts and representations made pursuant to this Contract and to consult appropriate professionals for legal, tax, environmental, and other specialized advice concerning matters affecting the Property and the transaction contemplated by this Contract. Broker represents to Buyer that Broker does not reside on the Property and that all representations (oral, written or otherwise) by Broker are based on Seller representations or public records. **BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF PROPERTY CONDITION, SQUARE FOOTAGE AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE AND NOT ON THE REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) OF BROKER.** Buyer and Seller (individually, the "Indemnifying Party") each individually indemnifies, holds harmless, and releases Broker and Broker's officers, directors, agents and employees from all liability for loss or damage, including all costs and expenses, and reasonable attorney's fees at all levels, suffered or incurred by Broker and Broker's officers, directors, agents and employees in connection with or arising from claims, demands or causes of action instituted by Buyer or Seller based on: (i) inaccuracy of information provided by the Indemnifying Party or from public records; (ii) Indemnifying Party's misstatement(s) or failure to perform contractual obligations; (iii) Broker's performance, at Indemnifying Party's request, of any task beyond the scope of services regulated by Chapter 475, F.S., as amended, including Broker's referral, recommendation or retention of any vendor for, or on behalf of, Indemnifying Party; (iv) products or services provided by any such vendor for, or on behalf of, Indemnifying Party; and (v) expenses incurred by any such vendor. Buyer and Seller each assumes full responsibility for selecting and compensating their respective vendors and paying their other costs under this Contract whether or not this transaction closes. This Paragraph 14 will not relieve Broker of statutory obligations under Chapter 475, F.S., as amended. For purposes of this Paragraph 14, Broker will be treated as a party to this Contract. This Paragraph 14 shall survive Closing or termination of this Contract.~~

DEFAULT AND DISPUTE RESOLUTION

15. DEFAULT:

- (a) **BUYER DEFAULT:** If Buyer fails, neglects or refuses to perform Buyer's obligations under this Contract, including payment of the Deposit, within the time(s) specified, Seller may elect to recover and retain the Deposit for the account of Seller as agreed upon liquidated damages, consideration for execution of this Contract, and in full settlement of any claims, whereupon Buyer and Seller shall be relieved from all further obligations under

Buyer's Initials 

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Seller's Initials _____

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this Contract, or Seller, at Seller's option, may, pursuant to Paragraph 16, proceed in equity to enforce Seller's rights under this Contract. The portion of the Deposit, if any, paid to Listing Broker upon default by Buyer, shall be split equally between Listing Broker and Cooperating Broker; provided however, Cooperating Broker's share shall not be greater than the commission amount Listing Broker had agreed to pay to Cooperating Broker.

- (b) **SELLER DEFAULT:** If for any reason other than failure of Seller to make Seller's title marketable after reasonable diligent effort, Seller fails, neglects or refuses to perform Seller's obligations under this Contract, Buyer may elect to receive return of Buyer's Deposit without thereby waiving any action for damages resulting from Seller's breach, and, pursuant to Paragraph 16, may seek to recover such damages or seek specific performance.

This Paragraph 15 shall survive Closing or termination of this Contract.

- 16. DISPUTE RESOLUTION:** Unresolved controversies, claims and other matters in question between Buyer and Seller arising out of, or relating to, this Contract or its breach, enforcement or interpretation ("Dispute") will be settled as follows:

- (a) Buyer and Seller will have 10 days after the date conflicting demands for the Deposit are made to attempt to resolve such Dispute, failing which, Buyer and Seller shall submit such Dispute to mediation under Paragraph 16(b).
- (b) Buyer and Seller shall attempt to settle Disputes in an amicable manner through mediation pursuant to Florida Rules for Certified and Court-Appointed Mediators and Chapter 44, F.S., as amended (the "Mediation Rules"). The mediator must be certified or must have experience in the real estate industry. Injunctive relief may be sought without first complying with this Paragraph 16(b). Disputes not settled pursuant to this Paragraph 16 may be resolved by instituting action in the appropriate court having jurisdiction of the matter. This Paragraph 16 shall survive Closing or termination of this Contract.

- 17. ATTORNEY'S FEES; COSTS:** The parties will split equally any mediation fee incurred in any mediation permitted by this Contract, and each party will pay their own costs, expenses and fees, including attorney's fees, incurred in conducting the mediation. In any litigation permitted by this Contract, the prevailing party shall be entitled to recover from the non-prevailing party costs and fees, including reasonable attorney's fees, incurred in conducting the litigation. This Paragraph 17 shall survive Closing or termination of this Contract.

STANDARDS FOR REAL ESTATE TRANSACTIONS ("STANDARDS")

18. STANDARDS:

A. TITLE:

(i) **TITLE EVIDENCE; RESTRICTIONS; EASEMENTS; LIMITATIONS:** Within the time period provided in Paragraph 9(c), the Title Commitment, with legible copies of instruments listed as exceptions attached thereto, shall be issued and delivered to Buyer. The Title Commitment shall set forth those matters to be discharged by Seller at or before Closing and shall provide that, upon recording of the deed to Buyer, an owner's policy of title insurance in the amount of the Purchase Price, shall be issued to Buyer insuring Buyer's marketable title to the Real Property, subject only to the following matters: (a) comprehensive land use plans, zoning, and other land use restrictions, prohibitions and requirements imposed by governmental authority; (b) restrictions and matters appearing on the Plat or otherwise common to the subdivision; (c) outstanding oil, gas and mineral rights of record without right of entry; (d) unplatted public utility easements of record (located contiguous to real property lines and not more than 10 feet in width as to rear or front lines and 7 1/2 feet in width as to side lines); (e) taxes for year of Closing and subsequent years; and (f) assumed mortgages and purchase money mortgages, if any (if additional items, attach addendum); provided, that, none prevent use of Property for **RESIDENTIAL PURPOSES**. If there exists at Closing any violation of items identified in (b) - (f) above, then the same shall be deemed a title defect. Marketable title shall be determined according to applicable Title Standards adopted by authority of The Florida Bar and in accordance with law.

(ii) **TITLE EXAMINATION:** Buyer shall have 5 days after receipt of Title Commitment to examine it and notify Seller in writing specifying defect(s), if any, that render title unmarketable. If Seller provides Title Commitment and it is delivered to Buyer less than 5 days prior to Closing Date, Buyer may extend Closing for up to 5 days after date of receipt to examine same in accordance with this STANDARD A. Seller shall have 30 days ("Cure Period") after receipt of Buyer's notice to take reasonable diligent efforts to remove defects. If Buyer fails to so notify Seller, Buyer shall be deemed to have accepted title as it then is. If Seller cures defects within Cure Period, Seller will deliver written notice to Buyer (with proof of cure acceptable to Buyer and Buyer's attorney) and the parties will close this Contract on Closing Date (or if Closing Date has passed, within 10 days after Buyer's receipt of Seller's notice). If Seller is unable to cure defects within Cure Period, then Buyer may, within 5 days after expiration of Cure Period,

deliver written notice to Seller: (a) extending Cure Period for a specified period not to exceed 120 days within which Seller shall continue to use reasonable diligent effort to remove or cure the defects ("Extended Cure Period"); or (b) electing to accept title with existing defects and close this Contract on Closing Date (or if Closing Date has passed, within the earlier of 10 days after end of Extended Cure Period or Buyer's receipt of Seller's notice), or (c) electing to terminate this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. If after reasonable diligent effort, Seller is unable to timely cure defects, and Buyer does not waive the defects, this Contract shall terminate, and Buyer shall receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract.

B. SURVEY: If Survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations described in STANDARD A (i)(a), (b) or (d) above, Buyer shall deliver written notice of such matters, together with a copy of Survey, to Seller within 5 days after Buyer's receipt of Survey, but no later than Closing. If Buyer timely delivers such notice and Survey to Seller, such matters identified in the notice and Survey shall constitute a title defect, subject to cure obligations of STANDARD A above. If Seller has delivered a prior survey, Seller shall, at Buyer's request, execute an affidavit of "no change" to the Real Property since the preparation of such prior survey, to the extent the affirmations therein are true and correct.

C. INGRESS AND EGRESS: Seller represents that there is ingress and egress to the Real Property and title to the Real Property is insurable in accordance with STANDARD A without exception for lack of legal right of access.

D. LEASE INFORMATION: Seller shall, at least 10 days prior to Closing, furnish to Buyer estoppel letters from tenant(s)/occupant(s) specifying nature and duration of occupancy, rental rates, advanced rent and security deposits paid by tenant(s) or occupant(s) ("Estoppel Letter(s)"). If Seller is unable to obtain such Estoppel Letter(s) the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit and Buyer may thereafter contact tenant(s) or occupant(s) to confirm such information. If Estoppel Letter(s) or Seller's affidavit, if any, differ materially from Seller's representations and lease(s) provided pursuant to Paragraph 6, or if tenant(s)/occupant(s) fail or refuse to confirm Seller's affidavit, Buyer may deliver written notice to Seller within 5 days after receipt of such information, but no later than 5 days prior to Closing Date, terminating this Contract and receive a refund of the Deposit, thereby releasing Buyer and Seller from all further obligations under this Contract. Seller shall, at Closing, deliver and assign all leases to Buyer who shall assume Seller's obligations thereunder.

E. LIENS: Seller shall furnish to Buyer at Closing an affidavit attesting (i) to the absence of any financing statement, claims of lien or potential lienors known to Seller and (ii) that there have been no improvements or repairs to the Real Property for 90 days immediately preceding Closing Date. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth names of all such general contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a construction lien or a claim for damages have been paid or will be paid at Closing.

F. TIME: Calendar days shall be used in computing time periods. **Time is of the essence in this Contract.** Other than time for acceptance and Effective Date as set forth in Paragraph 3, any time periods provided for or dates specified in this Contract, whether preprinted, handwritten, typewritten or inserted herein, which shall end or occur on a Saturday, Sunday, or a national legal holiday (see 5 U.S.C. 6103) shall extend to 5:00 p.m. (where the Property is located) of the next business day.

G. FORCE MAJEURE: Buyer or Seller shall not be required to perform any obligation under this Contract or be liable to each other for damages so long as performance or non-performance of the obligation, or the availability of services, insurance or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure. "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other and the Deposit shall be refunded to Buyer, thereby releasing Buyer and Seller from all further obligations under this Contract.

H. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters described in STANDARD A and those accepted by Buyer. Personal Property shall, at request of Buyer, be

transferred by absolute bill of sale with warranty of title, subject only to such matters as may be provided for in this Contract.

I. CLOSING LOCATION; DOCUMENTS; AND PROCEDURE:

(i) **LOCATION:** Closing will be conducted by the attorney or other closing agent ("Closing Agent") designated by the party paying for the owner's policy of title insurance and will take place in the county where the Real Property is located at the office of the Closing Agent, or at such other location agreed to by the parties. If there is no title insurance, Seller will designate Closing Agent. Closing may be conducted by mail, overnight courier, or electronic means.

(ii) **CLOSING DOCUMENTS:** Seller shall at or prior to Closing, execute and deliver, as applicable, deed, bill of sale, certificate(s) of title or other documents necessary to transfer title to the Property, construction lien affidavit(s), owner's possession and no lien affidavit(s), and assignment(s) of leases. Seller shall provide Buyer with paid receipts for all work done on the Property pursuant to this Contract. Buyer shall furnish and pay for, as applicable, the survey, flood elevation certification, and documents required by Buyer's lender.

(iii) **FinCEN GTO NOTICE.** If Closing Agent is required to comply with the U.S. Treasury Department's Financial Crimes Enforcement Network ("FinCEN") Geographic Targeting Orders ("GTOs"), then Buyer shall provide Closing Agent with the information related to Buyer and the transaction contemplated by this Contract that is required to complete IRS Form 8300, and Buyer consents to Closing Agent's collection and report of said information to IRS.

(iv) **PROCEDURE:** The deed shall be recorded upon **COLLECTION** of all closing funds. If the Title Commitment provides insurance against adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow closing procedure required by STANDARD J shall be waived, and Closing Agent shall, **subject to COLLECTION of all closing funds**, disburse at Closing the brokerage fees to Broker and the net sale proceeds to Seller.

J. ESCROW CLOSING PROCEDURE: If Title Commitment issued pursuant to Paragraph 9(c) does not provide for insurance against adverse matters as permitted under Section 627.7841, F.S., as amended, the following escrow and closing procedures shall apply: (1) all Closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 10 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 10 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, the Deposit and all Closing funds paid by Buyer shall, within 5 days after written demand by Buyer, be refunded to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and re-convey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund of the Deposit, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

K. PRORATIONS; CREDITS: The following recurring items will be made current (if applicable) and prorated as of the day prior to Closing Date, or date of occupancy if occupancy occurs before Closing Date: real estate taxes (including special benefit tax assessments imposed by a CDD), interest, bonds, association fees, insurance, rents and other expenses of Property. Buyer shall have option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased or decreased as may be required by prorations to be made through day prior to Closing. Advance rent and security deposits, if any, will be credited to Buyer. Escrow deposits held by Seller's mortgagee will be paid to Seller. Taxes shall be prorated based on current year's tax. If Closing occurs on a date when current year's millage is not fixed but current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improvements were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed upon between the parties, failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemptions. In all cases, due allowance shall be made for the maximum allowable discounts and applicable homestead and other exemptions. A tax proration based on an estimate shall, at either party's request, be readjusted upon receipt of current year's tax bill. This STANDARD K shall survive Closing.

L. ACCESS TO PROPERTY TO CONDUCT APPRAISALS, INSPECTIONS, AND WALK-THROUGH: Seller shall, upon reasonable notice, provide utilities service and access to Property for appraisals and inspections, including a walk-through (or follow-up walk-through if necessary) prior to Closing.

M. RISK OF LOSS: If, after Effective Date, but before Closing, Property is damaged by fire or other casualty ("Casualty Loss") and cost of restoration (which shall include cost of pruning or removing damaged trees) does not exceed 1.5% of Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to terms of this Contract. If restoration is not completed as of Closing, a sum equal to 125% of estimated

cost to complete restoration (not to exceed 1.5% of Purchase Price) will be escrowed at Closing. If actual cost of restoration exceeds escrowed amount, Seller shall pay such actual costs (but, not in excess of 1.5% of Purchase Price). Any unused portion of escrowed amount shall be returned to Seller. If cost of restoration exceeds 1.5% of Purchase Price, Buyer shall elect to either take Property "as is" together with the 1.5%, or receive a refund of the Deposit thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be cost of pruning or removal.

N. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneously with Closing or deferred) under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including execution of documents; provided, however, cooperating party shall incur no liability or expense related to the Exchange, and Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

O. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; DELIVERY; COPIES; CONTRACT EXECUTION: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall be binding on, and inure to the benefit of, the parties and their respective heirs or successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker (including such broker's real estate licensee) representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic (including "pdf") media. A facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original. This Contract may be executed by use of electronic signatures, as determined by Florida's Electronic Signature Act and other applicable laws.

P. INTEGRATION; MODIFICATION: This Contract contains the full and complete understanding and agreement of Buyer and Seller with respect to the transaction contemplated by this Contract and no prior agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon Buyer or Seller unless in writing and executed by the parties intended to be bound by it.

Q. WAIVER: Failure of Buyer or Seller to insist on compliance with, or strict performance of, any provision of this Contract, or to take advantage of any right under this Contract, shall not constitute a waiver of other provisions or rights.

R. RIDERS; ADDENDA; TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Riders, addenda, and typewritten or handwritten provisions shall control all printed provisions of this Contract in conflict with them.

S. COLLECTION or COLLECTED: "COLLECTION" or "COLLECTED" means any checks tendered or received, including Deposits, have become actually and finally collected and deposited in the account of Escrow Agent or Closing Agent. Closing and disbursement of funds and delivery of closing documents may be delayed by Closing Agent until such amounts have been COLLECTED in Closing Agent's accounts.

T. RESERVED.

U. APPLICABLE LAW AND VENUE: This Contract shall be construed in accordance with the laws of the State of Florida and venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in the county where the Real Property is located.

V. FIRPTA TAX WITHHOLDING: If a seller of U.S. real property is a "foreign person" as defined by FIRPTA, Section 1445 of the Internal Revenue Code ("Code") requires the buyer of the real property to withhold up to 15% of the amount realized by the seller on the transfer and remit the withheld amount to the Internal Revenue Service (IRS) unless an exemption to the required withholding applies or the seller has obtained a Withholding Certificate from the IRS authorizing a reduced amount of withholding.

(i) No withholding is required under Section 1445 of the Code if the Seller is not a "foreign person". Seller can provide proof of non-foreign status to Buyer by delivery of written certification signed under penalties of perjury, stating that Seller is not a foreign person and containing Seller's name, U.S. taxpayer identification number and home address (or office address, in the case of an entity), as provided for in 26 CFR 1.1445-2(b). Otherwise, Buyer shall withhold the applicable percentage of the amount realized by Seller on the transfer and timely remit said funds to the IRS.

(ii) If Seller is a foreign person and has received a Withholding Certificate from the IRS which provides for reduced or eliminated withholding in this transaction and provides same to Buyer by Closing, then Buyer shall withhold the reduced sum required, if any, and timely remit said funds to the IRS.

(iii) If prior to Closing Seller has submitted a completed application to the IRS for a Withholding Certificate and has provided to Buyer the notice required by 26 CFR 1.1445-1(c) (2)(i)(B) but no Withholding Certificate has been received as of Closing, Buyer shall, at Closing, withhold the applicable percentage of the amount realized by Seller on the transfer and, at Buyer's option, either (a) timely remit the withheld funds to the IRS or (b) place the funds in escrow, at Seller's expense, with an escrow agent selected by Buyer and pursuant to terms negotiated by the

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS FORM HAS BEEN APPROVED BY THE FLORIDA REALTORS AND THE FLORIDA BAR.

Approval of this form by the Florida Realtors and The Florida Bar does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transaction. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.

AN ASTERISK (*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.

Buyer: Igor Jose Oliveira De Almeida

Date: 10/20/2022

Buyer: Natasha Aileen Quiza
TOWN OF LAKE PARK

Date: 10/20/22

Seller: _____

Date: _____

Seller: _____

Date: _____

Buyer's address for purposes of notice

5089 Thyme Drive
Palm Beach Gardens, FL 33418

Seller's address for purposes of notice

535 Park Avenue
Lake Park, FL 33403-2698
Attn: Nadia DiTommaso, Community Development Director

BROKER: Listing and Cooperating Brokers, if any, named below (collectively, "Broker"), are the only Brokers entitled to compensation in connection with this Contract. Instruction to Closing Agent: Seller and Buyer direct Closing Agent to disburse at Closing the full amount of the brokerage fees as specified in separate brokerage agreements with the parties and cooperative agreements between the Brokers, except to the extent Broker has retained such fees from the escrowed funds. This Contract shall not modify any MLS or other offer of compensation made by Seller or Listing Broker to Cooperating Brokers.

None
Cooperating Sales Associate, if any

None
Listing Sales Associate

Cooperating Broker, if any

Listing Broker

Seller: **Town of Lake Park**

Buyer: **Igor Jose Oliveira De Almeida and Natasha Aileen Quiza**

Property

Address: **1100 2nd Court, Lake Park, FL 33403**

This addendum is made part of the Contract concerning the property referenced above.

Buyer agrees to meet and comply with the following conditions:

- (1) Demolition, with the exception of the concrete block system, and construction of a new single-family home in accordance with the Town Code and Florida Building Code.
- (2) Buyer will apply for permits for the demolition and construction within 60 days of assuming ownership of the Property, and that all associated construction work, along with the issuance of a Certificate of Occupancy, shall be completed on or before 1 year following the issuance of the building permit for construction of the single-family home.
- (3) Buyer shall occupy the home as the Buyer's or Buyer's immediate family member, primary residence for a period of at least 5 years from the date of issuance of the Certificate of Occupancy. Immediate family member is defined as: parents, spouse, children, domestic partner, sister, brother, grandparents and those relationships that arise as a result of marriage or adoption, or legal guardianship.
- (4) An offer to purchase must be accompanied by a 5% deposit of the proposed purchase price that will be returned to the proposer if the offer is rejected, or applied towards the purchase price if the offer is accepted. Checks must be payable to the Town of Lake Park. (submitted)

— Already submitted.

Town of Lake Park

Date: _____

Seller: _____

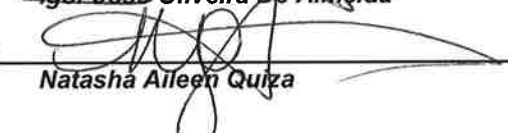
Date: _____

Seller: _____

Date: 10/20/2022

Buyer: 
Igor Jose Oliveira De Almeida

Date: 10/20/2022

Buyer: 
Natasha Aileen Quiza



Town of Lake Park Town Commission

Agenda Request Form

Meeting Date: November 2, 2022

Originating Department: Special Events

Agenda Title: Senior Health Fair Sponsorship Request

Approved by Town Manager: John D'Agostino **Date:** 10/31/22

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

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

Advertised: _____

Date: _____ **Newspaper:** _____

Attachments: Senior Health Fair Special Event Permit Application

Please initial one:

RCF Yes I have notified everyone

____ Not applicable in this case

Summary Explanation/Background: On September 22, 2022 the Special Events Department received a Special Event Permit Application from Kelly Vance proposing a Senior Health from on Saturday, November 19 from 12:00 pm – 2:00 pm in Kelsey Park. The goal of the event is to provide local seniors with available insurance options and healthcare information. Event vendors will include several local doctor's offices, insurance providers and healthcare organizations.

At this time, the organizer has requested that the Town sponsor the event by providing the requested items listed below.

REQUESTED CATEGORY	VALUE (monetary or other)	TOTAL
Marketing Assistance <ul style="list-style-type: none"> • The use of the Town of Lake Park logo on all event marketing material • Event flyer and information posted on the Town of Lake Park website (Special Events Department page and Town calendar) • Event flyer and information posted on all Town of Lake Park social media accounts • Event flyers posted at all Town of Lake Park special events 	No Monetary Value	No Monetary Value
Special Event Application Fee	\$100.00	\$100.00 (Indirect Cost)
Refundable Security Deposit	\$1,000.00	\$1,000.00 (Indirect Cost)
Park Rental Fee	\$600.00 Flat Rate Rental Fee \$42.00 Tax	\$642.00 (Indirect Cost)
<u>TOTAL DIRECT COST REQUESTED: \$0</u>		

Recommended Motion: I motion to approve the sponsorship requests made by the event organizer of the Senior Health Fair to be held in Kelsey Park on Saturday, November 19, 2022.



DATE/TIME RECEIVED:

September 22, 2022

SN

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 561-881-3300 Ext. 360.

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.

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):

Kelley Vance

Name of Event:

Health Fair

Address/Location of Event:

Lake Park

Are you interested in sponsorship from the Town of Lake Park? Yes ☒ No ☐

Dates/Times of the event (as applicable):

	Date	Day	Begin Time	End Time
Event Day 1	11/19	Sat	12:00	() AM () PM 2:00 () AM () 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: Kelley Vance

Address: 1423 14th Ct., Jupiter

State/Zip FL 33477

CONTACT PHONE: 561-236-0552

Alternate Phone # n/a

Fax: _____

E-mail: kvance@absolutebestins.com

Description and Purpose of the Event

Health Fair - Target Market is Seniors
Educate insurance options provide info on local
Dr. Offices & other relevant local businesses.

Estimated number of participants? 20-50?

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 ✓

****THE FOLLOWING SECTIONS MAY NOT APPLY TO
NON-COMMERCIAL EVENTS****

Will your event require road closure?

Yes _____ No ☒

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
- ☒ Electric service hook-up required *for DJ - marked on diagram*
- ☐ 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
- ☐ Town litter pick-up or street sweeping
- ☒ Tents (if yes, describe type and size *All tents will be no larger than 10'x10'*
- ☐ Barricades ordered *same vendors will have no tents. MOST vendors*
- ☐ Alcohol served *will only ~~need~~ use tables.*
- ☐ Security/Law Enforcement
- ☒ Music, bands, DJ *Just a community member acting as DJ.*
- ☐ Rides or other amusements
- ☐ Animals
- ☐ Fireworks
- ☐ Bleachers
- ☐ Designated parking area
- ☒ Town Restroom (if yes, please describe *park Restrooms*)
- ☐ Portable Restrooms (if yes, please describe _____)
- ☐ Dumpsters/Trash Receptacles
- ☐ Portable stage
- ☐ Other (e.g., bounce house, etc.)

EVENT VENDOR(S) LIST ALL NAMES (identify which ones are food trucks)

*Please see attached & subject to change
as RSVPs are received.*

Lake Park Health Fair vendor List – November 19, 2022

LIST SUBJECT TO CHANGE SLIGHTLY DUE TO AVAILABILITY OF VENDORS

- Earon – complimentary Hearing Aid cleaning onsite
- Town commissioner – John Lindon
- Dedicated Senior Medical Center
- Humana Healthcare
- Dr. Henry Stark
- DJ – Mark Goldstein
- Chiropractor
- Diabetes Coalition
- Message therapy – Valerie Ocasio
- Operation Hope – Ken Bowers
- 211
- Active Health
- Community Partner of South Florida
- Club 100 Charities – Harry Drier

Will the event require the use of electricity?

Yes ☒ No ☒ *SN* 9/27/22

Will the event require water hook-up?

Yes ☐ No ☒

*Will food and/or beverages be served? *Bottled water will be provided.* 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, the Applicant/Event Organizer must ensure all food trucks have the proper State license and PBC Business Tax Receipt, and provide copies to the Town with the initial submittal of this Application (or at the very latest 14 calendar days in advance of the event).*

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.*

535 PARK AVENUE, LAKE PARK, FLORIDA • Phone 561-881-3318 • Fax 561-881-3323
Special Event Permit Application
Revised: July 2022
Previous Editions Obsolete

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:

please see attached

NOTE: Public parking spaces are on a first-come, first-serve basis, and may be metered depending on where your event is being held.

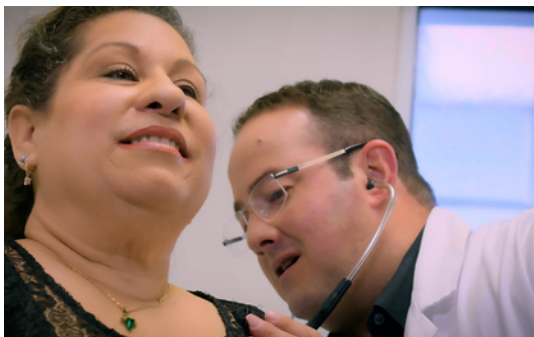
IF TENTS ARE BEING UTILIZED:

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.

Senior Health Fair

Item 11.



Dedicated Senior Medical Center invites seniors to come out and enjoy an afternoon of informative and fun activities. Get your complimentary wellness check too.

Health fair activities include:

- Community Vendors
- Free Health Screenings
- Food and Drinks
- Prize Giveaways



Dedicated Senior
Medical Center
A CHENMED COMPANY

WHERE:

Kelsey Park

601 Federal Hwy, Lake
Park, FL 33403

DATE:

November 19th

TIME:

12:00 pm to 2:00 pm

www.Dedicated.Care

**For more information call Johana at
561-592-6332**

Space is limited and promotional value is nominal.



(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: *(If applicable)*

 DATE: _____

PUBLIC WORKS DIRECTOR:

 DATE: _____

MARINA DIRECTOR: *(If applicable)*

 DATE: _____

PALM BEACH COUNTY SHERIFF:

CAPT. [Signature]
 DATE: *9/30/22*

PALM BEACH COUNTY FIRE-RESCUE:

 DATE: _____

RISK MANAGEMENT: *(If applicable)*

 DATE: _____

ADA Requirements

Insurance
Requirements

COMMUNITY DEVELOPMENT DIRECTOR (a copy will be provided to the Code Officer if on duty):

 DATE: _____

Seniors' Health Fair

Additional Comments (reviewers may include attachments):

535 PARK AVENUE, LAKE PARK, FLORIDA • Phone 561-881-3318 • Fax 561-881-3323
 Special Event Permit Application
 Revised: July 2022
 Previous Editions Obsolete

(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: *(If applicable)*

 DATE: _____

PUBLIC WORKS DIRECTOR:

 DATE: _____

MARINA DIRECTOR: *(If applicable)*

 DATE: _____

PALM BEACH COUNTY SHERIFF:

 DATE: _____

PALM BEACH COUNTY FIRE-RESCUE:

Supervisor Summers
 DATE: 09/30/2022

RISK MANAGEMENT: *(If applicable)*

 DATE: _____

ADA Requirements

Insurance
 Requirements

COMMUNITY DEVELOPMENT DIRECTOR (a copy will be provided to the Code Officer if on duty):

 DATE: _____

Additional Comments (reviewers may include attachments):

(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: *(If applicable)*

 DATE: _____

PUBLIC WORKS DIRECTOR:

 DATE: _____

MARINA DIRECTOR: *(If applicable)*

 DATE: _____

PALM BEACH COUNTY SHERIFF:

 DATE: _____

PALM BEACH COUNTY FIRE-RESCUE:

 DATE: _____

RISK MANAGEMENT: *(If applicable)*

 DATE: _____

ADA Requirements

Insurance
Requirements

COMMUNITY DEVELOPMENT DIRECTOR (a copy will be provided to the Code Officer if on duty):

 DATE: _____

Additional Comments (reviewers may include attachments):

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 Special Event Permit Application
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 Previous Editions Obsolete

APPLICANT SIGNATURE:

Jacqueline K. Vance

APPLICANT PRINTED NAME:

Jacqueline Kelley Vance DATE: 9/20/22PROPERTY OWNER: *(If Property Owner is not the Applicant)*

DATE: _____

PROPERTY OWNER PRINTED NAME:

DATE: _____