VILLAGE OF NORTH PALM BEACH
REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, FEBRUARY 22, 2024
7:00 PM

Susan Bickel	Deborah Searcy	Judy Pierman	Karen Marcus	Vacant
Mayor	Vice Mayor	President Pro Tem	Councilmember	Councilmember

Chuck Huff	Leonard G. Rubin	Jessica Green
Village Manager	Village Attorney	Village Clerk

INSTRUCTIONS FOR "WATCH LIVE" MEETING

To watch the meeting live please go to our website page (link provided below) and click the "Watch Live" link provided on the webpage:

https://www.village-npb.org/CivicAlerts.aspx?AID=496

ROLL CALL

INVOCATION - MAYOR

PLEDGE OF ALLEGIANCE - VICE MAYOR

ADDITIONS, DELETIONS, AND MODIFICATIONS TO THE AGENDA

AWARDS AND RECOGNITION

1. Certificate of Appreciation and Plaque for retiring employee Bret Marks
2. Proclamation – Let's Move Palm Beach County Month

APPROVAL OF MINUTES

3. Minutes of the Regular Session held February 8, 2024

COUNCIL BUSINESS MATTERS

STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

Members of the public may address the Council concerning items on the Consent Agenda or any non agenda item under Statements from the Public. **Time Limit: 3 minutes**

Members of the public who wish to speak on any item listed on the Regular Session or Workshop Session Agenda will be called on when the issue comes up for discussion. **Time Limit: 3 minutes**

Anyone wishing to speak should complete a Public Comment Card (on the table at back of Council Chambers) and submit it to the Village Clerk prior to the beginning of the meeting.

CONSENT AGENDA

The Consent Agenda is for the purpose of expediting issues of a routine or pro-forma nature. Councilmembers may remove any item from the Consent Agenda, which would automatically convey that item to the Regular Agenda for separate discussion and vote.

4. **RESOLUTION** – Approving a proposal from Engenuity Group, Inc. for Professional Engineering Services for the creation of stormwater construction plans for an exfiltration trench (Buoy Rd) and catch basin with pipe (Eastwind Drive) at a total cost of $34,482; and authorizing the Village Manager to execute all required documents.
5. **RESOLUTION** – Approving the purchase of Dell Data Domain 6400 hardware and software from Eastern Computer Exchange at a total cost of $37,036.69; and authorizing the Mayor and Village Clerk to execute the Budget Amendment to facilitate the purchase.
6. Receive for file Minutes of the Audit Committee meeting held 11/7/23.
7. Receive for file minutes of the Planning, Zoning and Adjustment Board meeting held 12/5/23.
8. Receive for file minutes of the Planning, Zoning and Adjustment Board meeting held 1/2/24.
9. Receive for file Minutes of the Golf Advisory Board meeting held 1/8/24.
10. Receive for file Minutes of the Recreation Advisory Board meeting held 1/9/24.

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

11. **1ST READING OF ORDINANCE 2024-04 – CODE AMENDMENT – TREES AND SHRUBBERY** Consider a motion to adopt on first reading Ordinance 2024-04 amending Chapter 27, "Trees and Shrubbery," of the Village Code of Ordinances to adopt a new Article III, "Sight Triangles."

OTHER VILLAGE BUSINESS MATTERS

12. **RESOLUTION – ARCHITECTURAL SERVICES CONTINUING CONTRACTS** Consider a motion to adopt a resolution approving the Selection Committee's recommendation to execute non-exclusive Architectural Services Continuing Contracts with four firms for terms of three years, with two one-year renewal options, in an amount not to exceed $50,000 during any single fiscal year; and authorizing the Village Manager to negotiate and execute Agreements with the selected firms.
13. **RESOLUTION – MILLING AND RESURFACING CONTRACT** Consider a motion to adopt a resolution accepting a proposal from Ranger Construction Industries, Inc. for milling and resurfacing of specified Village roadways at a total cost not to exceed $1,127,793.63; and authorizing execution of the Contract.
14. **RESOLUTION – FRONT LOAD REFUSE COLLECTION TRUCK PURCHASE** Consider a motion to adopt a resolution approving the purchase of one 2024 Peterbilt Front Load Refuse Collection Truck from Southern Sewer Equipment Sales and Service, Inc. at a total cost of $344,776; and declaring an existing sanitation collection vehicle as surplus property.

COUNCIL AND ADMINISTRATION MATTERS

MAYOR AND COUNCIL MATTERS/REPORTS

VILLAGE MANAGER MATTERS/REPORTS

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

ADJOURNMENT

If a person decides to appeal any decision by the Village Council with respect to any matter considered at the Village Council meeting, he will need a record of the proceedings, and for such purpose he 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 (F.S. 286.0105).

In accordance with the Americans with Disabilities Act, any person who may require special accommodation to participate in this meeting should contact the Village Clerk's office at 841-3355 at least 72 hours prior to the meeting date.

This agenda represents the tentative agenda for the scheduled meeting of the Village Council. Due to the nature of governmental duties and responsibilities, the Village Council reserves the right to make additions to, or deletions from, the items contained in this agenda.

DRAFT MINUTES OF THE REGULAR SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
FEBRUARY 8, 2024

Present:

Susan Bickel, Mayor
Deborah Searcy, Vice Mayor
Judy Pierman, President Pro Tem
Karen Marcus, Councilmember
Samia Janjua, Deputy Village Manager
Len Rubin, Village Attorney
Jessica Green, Village Clerk

ROLL CALL

Mayor Bickel called the meeting to order at 7:00 p.m. All members of Council were present. All members of staff were present.

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Bickel gave the invocation and Vice Mayor Searcy led the public in the Pledge.

ADDITIONS, DELETIONS AND MODIFICATIONS TO THE AGENDA

Mayor Bickel asked that Items 11 and 12 be moved and heard after the Advisory Board applicant interviews under Statements from the Public.

Council agreed to the modification of the agenda.

AWARDS AND RECOGNITION

Mayor Bickel presented a Proclamation for 211 Awareness Week to Patrice Schroeder, Communications Specialist for 211 Palm Beach and Treasure Coast.

Ms. Schroeder accepted the proclamation, expressed her gratitude to Council and gave a brief overview of the services that 211 provides to the community.

APPROVAL OF MINUTES

The Minutes of the Regular Session held January 25, 2024 were approved as written.

STATEMENTS FROM THE PUBLIC

Mayor Bickel read into the record a public comment received from Patty Sullivan, 520 Fairwind Drive. In her comment Ms. Sullivan, on behalf of the Friends of the Library thanked everyone who purchased beverages from them at the Hot Cars and Chili event. Ms. Sullivan congratulated Village staff on a successful event. Ms. Sullivan thanked the community for donating and purchasing books from the Annual Book Sale. Ms. Sullivan announced that on February 10, Berry Fresh Restaurant would be donating 20% of a breakfast or lunch check to the Library if a Friends of the Library coupon is presented. The coupon could be obtained from the credenza at the back of Council Chambers or at the circulation desk in the Library.

Mary Phillips, 525 Ebbtide Drive, recommended that Anchorage Park not be considered for the installation of new pickleball courts. Ms. Phillips asked that Council consider the Master Plan when making decisions on the proposed Twin City Mall Site project.

Ron Okolichany, 417 Northlake Drive, read an excerpt from the Master Plan. Mr. Okolichany recommended that Council consider the Master Plan when making decisions on the proposed Twin City Mall Site project.

Orlando Puyol, 149 Ebbtide Drive, discussed Twelve Oaks resident concerns related to the Village's waterways. Mr. Puyol also discussed and expressed his concerns regarding the proposed annexation and stormwater and canal dredging issues.

Chris Ryder, 118 Dory Road S, stated that the Village should not allow anyone who is a registered lobbyist in the Village to sit on any Advisory Board or Committee or to be an elected or appointed official of the Village. Mr. Ryder discussed his concerns regarding the Planning, Zoning and Adjustment Board agendas being amended or changed prior to the meetings. Mr. Ryder gave his recommendations on what items should be reviewed at the Planning, Zoning and Adjustment Board meetings. Mr. Ryder continued by expressing concerns and giving recommendations regarding zoning code related to the proposed Twin Cities Mall site project.

William Luzuriagga, 948 Dogwood Road, discussed resident concerns related to sporting and recreational activities for the youth within the Village. Mr. Luzuriagga stated that he would be committing himself to addressing those concerns.

INTRODUCTION OF ADVISORY BOARD AND COMMITTEE APPLICANTS

The following applicants were introduced to and interviewed by the Village Council:

Darryl Aubrey - Audit Committee
Edward Crawford - Waterways Board
Chris Marchesani - Waterways Board
Marty Domenech - Waterways Board
Diane Wimbrow - Waterways Board

RESOLUTION 2024-11 – AUDIT COMMITTEE APPOINTMENT

A motion was made by Councilmember Marcus and seconded by Vice Mayor Searcy to adopt Resolution 2024-11 entitled:

RESOLUTION 2024-11 – AUDIT COMMITTEE APPOINTMENT *continued*

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPOINTING A RESIDENT MEMBER TO THE AUDIT COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE.

Darryl Aubrey was appointed by the Village Council to fill the vacancy on the Audit Committee and therefore his name was entered into Resolution 2024-11.

Thereafter the motion to adopt Resolution 2024-11 passed unanimously.

RESOLUTION 2024-12 – WATERWAYS ADVISORY BOARD APPOINTMENTS

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPOINTING RESIDENT MEMBERS TO THE WATERWAYS ADVISORY BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

By written ballots, the originals of which are attached to the minutes of record, the Council appointed members to the Waterways Board, as follows:

Waterways Board: Marty Domenech and Diane Wimbrow

Chris Ryder, 118 Dory Road, S stated that he believed that Mr. Edward Crawford would be an asset to the Waterways Board if appointed.

Vice Mayor Searcy asked Field Operations Manager Marc Holloway to give an update on the activities of the Waterways Board and the issue that was raised concerning Twelve Oaks.

Mr. Holloway gave an update, stated that he was in contact with the Florida Department of Transportation, and stated that he has provided his recommendations to them regarding the issues.

Councilmember Marcus stated that the issue has been ongoing and recommended that Mr. Holloway contact Commissioner Marino's office who can give him the contact information of people who have been involved in the issue.

The Council unanimously voted to adopt Resolution 2024-12 and therefore the names of Marty Domenech and Diane Wimbrow were entered into Resolution 2024-12.

CONSENT AGENDA APPROVED

Councilmember Marcus moved to approve the Consent Agenda. President Pro Tem Pierman seconded the motion, which passed unanimously. The following items were approved:

Resolution approving a Contract with EMS Management Consultants, Inc. for Ambulance Billing Services at an estimated service cost not to exceed $25,000.

Resolution approving the purchase of Police Department Radio Equipment and Accessories from Communications International, Inc. at a total cost of $43,840.36; and authorizing the Village Manager to take all actions necessary to effectuate the purchase.

Receive for file Minutes of the Development Review Committee meeting held 11/8/23.

Receive for file Minutes of the Business Advisory Board meeting held 12/19/23.

CONSENT AGENDA APPROVED *continued*

Receive for file Minutes of the Library Advisory Board meeting held 11/28/23.

Receive for file Minutes of the Golf Advisory Board meeting held 11/13/23.

Receive for file Minutes of the Development Review Committee meeting held 1/10/23.

No ex-parte communication was declared by Councilmembers for the following:

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

PUBLIC HEARING AND SECOND READING OF ORDINANCE 2024-03 MAJOR PUD AMENDMENT

A motion was made by Councilmember Marcus and seconded by Vice-Mayor Searcy to adopt and enact on second reading Ordinance 2024-03 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ORDINANCE NO. 2017-07 APPROVING A COMMERCIAL PLANNED UNIT DEVELOPMENT ON APPROXIMATELY 2.72 ACRES OF REAL PROPERTY LOCATED ON THE WEST SIDE OF U.S. HIGHWAY ONE NORTH OF EBBTIDE DRIVE AND SOUTH OF LIGHTHOUSE DRIVE TO APPROVE AN ADDITIONAL SIGN WAIVER FOR THE COMMERCIAL OUTPARCEL BUILDING; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mrs. Gardner-Young explained the purpose of the Major Planned Unit Development amendment and stated that the ordinance was passed on first reading at the last Council meeting. Mrs. Gardner-Young stated that staff was recommending approval.

Mayor Bickel opened the public hearing on Ordinance 2024-03.

John Samadi, 512 Marlin Road, stated that he believed that there were two different sets of rules and codes that were applied depending on the applicant. Mr. Samadi expressed his concerns regarding the matter.

There being no further comments from the public, Mayor Bickel closed the public hearing.

Thereafter, the motion to adopt and enact on second reading Ordinance 2024-03 passed unanimously.

MAYOR AND COUNCIL MATTERS/REPORTS

Vice Mayor Searcy recommended revising the Village code to require mixed use along U.S. Highway 1.

Mr. Rubin explained that the Comprehensive Plan would need to be amended.

Councilmember Marcus recommended going back to Dover Kohl and asking them to provide a better definition for mixed use or pattern of development.

MAYOR AND COUNCIL MATTERS/REPORTS *continued*

Discussion ensued between Councilmembers, Mr. Rubin and Mrs. Gardner-Young regarding next steps for pursuing a revision to the Comprehensive Plan and the Village code regarding mixed-use development along U.S. Highway 1.

Mayor Bickel recommended that once a fully sitting Council was elected, the Strategic Planning items be revisited wherein the Comprehensive Plan and Village code revisions could be discussed and prioritized. Mayor Bickel stated that she did not have an issue with proceeding on next steps for the revisions.

Councilmember Marcus stated that the Environmental Committee had a presentation from the Health Department who indicated that state law was changed to allow counties and cities to ban smoking in their parks and other areas. The Environmental Committee unanimously endorsed the ban and requested that Council consider passing an ordinance to ban smoking in Village parks. Councilmember Marcus stated that Delray Beach has passed an ordinance to ban smoking in their parks and that she had a copy of the Delray Beach ordinance and the state law for staff to review in order to bring forward to Council for consideration.

Councilmember Marcus recommended having the Audit Committee oversee the Village's budget during the budget process and to change the Audit Committee's name to Budget Oversight and Audit Committee.

Councilmember Marcus announced that the Environmental Committee is having their speaker series on Saturday, February 17 from 10 a.m. to 11 a.m. at the Country Club. A presentation will be given by FPL and coffee and a Danish pastry will be provided.

Vice Mayor Searcy announced that the Beats and Eats event was also taking place on February 17 at Anchorage Park.

President Pro Tem Pierman stated that she attended a Pension Board meeting, a Waterways Board meeting, and the District 1 Palm Beach County League of Cities meeting so that she could be informed of what is going on within the Village and the County. President Pro Tem Pierman stated that she was a former member of the Recreation Advisory Board. President Pro Tem Pierman stated that Village Boards and Committees were important and essential to the Village and encouraged residents to participate.

President Pro Tem Pierman expressed that Village staff was also important and essential to keeping the Village running and making it what residents want it to be. President Pro Tem Pierman asked residents to be appreciative of those who are doing the work behind the scenes.

VILLAGE MANAGER MATTERS/REPORTS

Deputy Village Manager Samia Janjua announced that an informational meeting on annexation would be taking place at the Country Club on Monday, February 12 from 5 p.m. to 7 p.m.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:20 p.m.

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Jessica Green, MMC, Village Clerk

VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT

TO: Honorable Mayor and Members of the Village Council

THRU: Chuck Huff, Village Manager

FROM: Marc Holloway, Field Operations Manager, Public Works Department

DATE: February 22, 2024

SUBJECT: **RESOLUTION – Accepting a proposal from Engenuity Group for engineering services associated with the development of construction plans for an exfiltration trench (Buoy Rd) and catch basin with pipe (Eastwind Dr) in the amount of $34,482.00.**

Village Staff recommends acceptance of a proposal from Engenuity Group, the Village Engineer, in the amount of $34,482.00 to provide engineering services for the development of two (2) sets of construction plans for Stormwater improvements on Buoy Road and Eastwind Drive.

Background:
The swale system on Buoy Road is not capable of moving stormwater down the swale and into the catch basin at the intersection of Buoy Rd and Cruiser Rd S. The water remains beyond the 72 hour window that the swale has to percolate the water into the ground.

The swale on the east side of Eastwind Drive floods to the center of the roadway during regular afternoon storms which becomes a hazard to drivers. The water on this roadway needs to be maintained in the swale and off the roadway.

Scope of Work:
Engenuity Group will provide construction plans for both the Buoy Road and Eastwind Road projects.

Buoy Road will be an exfiltration trench extending from 725 Buoy Road to the catch basin at 118 Cruiser Road S. There will be two (2) catch basins installed on the opposite side of Buoy road at 712 and 724, with a pipe under the road to connect to the exfiltration trench. This project will require the closure of Buoy Road when the connecting pipes are installed.

Eastwind Drive will be a catch basin installed on Eastwind Drive with a pipe connecting it to catch basin #166. This project will require the closure of Eastwind Drive when the connecting pipe is installed. The location of this project is near the intersection of Driftwood Road and Eastwind Drive.

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
Stormwater Fund	Public Works	H7321-34684	R&M - Stormwater Drainage System	$34,482.00

The attached Resolution has been prepared and/or reviewed by the Village Attorney for legal sufficiency.

Recommendation:

Village Staff recommends adoption of the attached Resolution accepting a proposal from Engenuity Group to provide engineering services associated with the development of construction plans for an exfiltration trench (Buoy Rd) and catch basin with pipe (Eastwind D) in the amount of $34,482.00 pursuant to the existing Continuing Contract for Engineering Services and in accordance with Village policies and procedures.

RESOLUTION 2024-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A PROPOSAL FROM ENGENUITY GROUP, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR THE CREATION OF STORMWATER CONSTRUCTION PLANS FOR AN EXFILTRATION TRENCH AND CATCH BASIN WITH PIPE AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE ALL REQUIRED DOCUMENTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village is a party to a Continuing Contract for Professional Engineering Services with Engenuity Group, Inc. to perform engineering and related services as Village Engineer; and

WHEREAS, Village Administration recommended accepting the proposal submitted by Engenuity Group, Inc., and its subconsultants Terracon Consultants, Inc., for professional engineering services to develop stormwater construction plans for an exfiltration trench (Buoy Road) and a catch basin with pipe (Eastwind Drive); and

WHEREAS, the Village Council determines that adoption of this Resolution is in the best interests of the residents of the Village of North Palm Beach.

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

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

Section 2. The Village Council hereby approves and accepts the proposal from Engenuity Group, Inc. pursuant to the Continuing Contract for Professional Engineering Services for the development of stormwater construction plans for an exfiltration trench (Buoy Road) and a catch basin with pipe (Eastwind Drive) at a total cost of $34,482.00, with funds expended from Account No. H7321-34686 (Stormwater Fund – R & M Stormwater Drainage System. The services shall be performed in accordance with all terms and conditions of the Continuing Contract. The Village Council further authorizes the Village Manager to execute all documents necessary to effectuate these services.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

Celebrating 45 Years of Excellence
engenuity group inc.
ENGINEERS • SURVEYORS • GIS MAPPERS

C. ANDRE RAYMAN, P.S.M.
KEITH B. JACKSON, P.E.
LISA A. TROPEPE, P.E.
ADAM SWANEY, P.E., LEED AP
JENNIFER MALIN, P.S.M.

October 13, 2023
Revised January 23, 2024

Marc Holloway
Field Operations Manager
Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, FL 33408
(Via email: mholloway@village-npb.org)

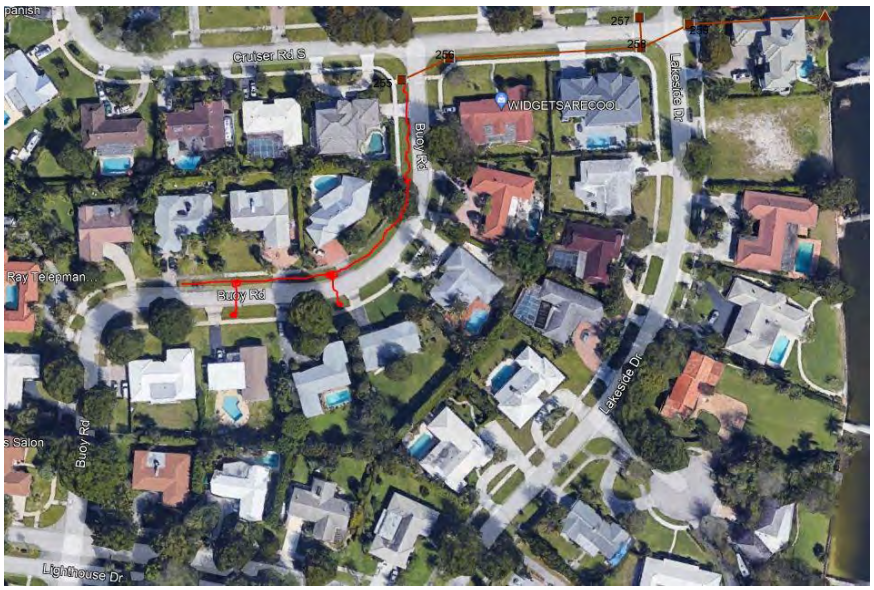
RE: Professional Civil Engineering & Surveying Services
Buoy and Eastwind Drainage
North Palm Beach, Florida
Engenuity Group, Inc. Project No. 03045.192

Dear Mr. Holloway:

We are pleased to offer this proposal to render Professional Civil Engineering & Surveying services in connection with Buoy and Eastwind Drainage in North Palm Beach, FL (hereinafter called the 'Project').

Surveying Services- Buoy Road

Engenuity Group, Inc. will prepare a Topographic and Tree Survey pursuant to Chapter 5J-17.050, Florida Administrative Code, along Buoy Road and as shown on the graphic below outlined in **red** from right-of-way to right-of-way. The purpose is to use in the design of the infiltration trench with associated catch basins and manholes which will run approximately 506 feet. The survey will include the intersection of Buoy Road and Cruiser Road and 100 feet in all directions along Cruiser Road.



1280 NORTH CONGRESS AVENUE, SUITE 101 WEST PALM BEACH, FL 33409 T 561.655.1151 F 561.832.9390 WWW.ENGENUITYGROUP.COM

Surveying Services- Eastwind Drive

Engenuity Group, Inc. will prepare a Topographic and Tree Survey pursuant to Chapter 5J-17.050, Florida Administrative Code, along Eastwind Drive and as shown on the graphic below outlined in **red**. The purposed of the survey if to be used for the design of a new catch basin that will be placed easterly of catch basin No. 166. The survey limits will be from catch basin structure No. 166 up to 200 feet in all directions from right-of-way to right-of-way.

See the attached **Designated Scope of Services** for a specific list of items to be included on the survey.

Buoy Road Fee: $4,756.00
Eastwind Drive Fee: $1,844.00
Total Surveying Fee: $6,600.00

SUE Services

Engenuity Group, Inc. will provide services with due diligence and in a manner consistent with the standards of the subsurface utility locating industry.

Every reasonable effort will be made to locate all utility systems of interest whether indicated on record plans available to us or not. However, no guarantee can be made that all existing utility systems can be detected, and or located.

Our work to collect as-built drawings and related data from utility companies is crucial for the Project's accuracy and completion. These documents are vital for a thorough representation of subsurface utilities. However, utility companies may not always respond as promptly as we'd like, which could lead to delays. While we strive to minimize these delays and maintain communication with these companies, their response times and the completeness of their data are beyond our control.

The horizontal location effort will include electromagnetic induction, power source detection, and ground penetrating radar (GPR) within the sites. The accuracy of these techniques is subject to the limitation of the available technology and certain factors and field conditions beyond our control.

- Utility locations are provided for design purposes only in an attempt to prevent or reduce the likelihood of damage during excavation.
- Areas to be surveyed with GPR must be level, and free of obstructions.
- Use of this service does not relieve interested parties from their responsibility to make required notifications prior to excavation.
- Results are dependent upon field conditions at the time of locating services.

Buoy Road SUE Fee: $3,788.00
Eastwind Drive SUE Fee: $1,844.00
Total SUE Fee: $5,632.00

Technical Limitations of Methods of Locating Subsurface Utilities:

Ground Penetrating Radar (GPR) is a non-destructive geophysical method that uses radar pulses to image the subsurface. This technique uses electromagnetic radiation in the microwave band of the radio spectrum, and detects the reflected signals from subsurface structures. The working principle of GPR involves emitting a high-frequency radio wave into the ground and observing the reflected signals. The radar antenna emits the signal into the ground, and when the signal hits a boundary with different dielectric constants, the signal is reflected back to the antenna. The time it takes for the reflection to arrive back at the receiver is proportional to the depth of the object causing the reflection. The reflected signals are recorded by the system and then processed to create a subsurface profile. The resulting profile can be interpreted to understand the subsurface conditions, including the presence of buried objects or changes in material properties. Despite its extensive utility in geology, archaeology, surveying, and engineering, GPR does have some technical limitations. Understanding these limitations is critical. Soil and Material Properties: One of the primary limitations of GPR is the sensitivity to material properties. Conductive materials such as clay, salty water, or certain types of minerals can absorb and attenuate the radar signal, reducing the depth of penetration. Non-metallic materials and utilities may not reflect signals as strongly as metallic materials and utilities. Similarly, heterogeneous materials or conditions can cause signal scattering, which may complicate the interpretation of the results. Penetration Depth: While GPR can be incredibly useful for shallow investigations,

the depth of penetration is limited. The penetration depth is determined by the frequency of the radar wave, with lower frequencies penetrating deeper but providing less resolution, and higher frequencies offering higher resolution but shallower penetration. Differentiation Between Similar Materials: GPR may struggle to differentiate between objects or layers of similar dielectric constants. This can lead to difficulties in distinguishing between different layers or objects within the subsurface, potentially causing inaccurate interpretations. Small Objects: GPR has limitations when detecting small objects. The minimum size of detectable objects is approximately equal to the wavelength of the radar wave, which means higher frequency (and thus, shorter wavelength) systems are required for detecting small objects, sacrificing depth penetration. Surface and Subsurface Conditions: Surface conditions such as rough terrain or vegetation can negatively impact GPR data quality. Similarly, certain subsurface conditions like soil moisture, temperature, and the presence of metallic objects can cause signal distortion or absorption.

Electromagnetic Induction (EMI) systems are a common method for locating buried utilities due to their non-invasive nature and potential for high accuracy. EMI systems work by transmitting an electromagnetic field into the ground using a coil. When this field interacts with a buried utility, it induces electric currents within the utility, generating a secondary magnetic field. The EMI system's receiver detects this secondary field, and the difference between the primary and secondary fields is analyzed to determine the presence and approximate location of the utility. Depth limitation: The depth at which an EMI system can detect underground utilities is largely dependent on the frequency of the electromagnetic wave used. High-frequency signals can yield detailed information about shallow subsurface features but do not penetrate deeply into the ground. Conversely, low-frequency signals can reach greater depths but offer less precision. Soil conditions: Soil conditions can greatly affect the accuracy of an EMI system. For example, high moisture content or high conductivity soils can interfere with the magnetic field, making it difficult to accurately locate utilities. Similarly, rocky or sandy soils can scatter the magnetic field, leading to inaccuracies. Interference: When multiple utilities are present in the same location, the signals from each utility can interfere with each other, leading to inaccuracies. This is especially true when the utilities are close together, such as in congested urban areas. Non-conductive utilities: EMI systems are primarily designed to detect conductive utilities, such as metal pipes or cables. Non-conductive utilities, such as plastic pipes, may not be detectable by an EMI system.

The final deliverable will be an electronically signed and sealed copy of the Topographic/Tree Survey and SUE Report with accompanying AutoCAD file, which can be provided within forty (40) business days of receiving authorization to proceed. In the event of rain delaying our field work, the delivery time will be pushed back the same number of days.

Engineering Services
Engenuity Group, Inc. will provide Civil Engineering Design & Plans, and permitting, Bid Assistance, Construction Phase Services and Geotechnical. Our services as set forth in Exhibit "A" will be providing for a lump sum of **$22,250.00** based on the following distribution of compensation:

A. Civil Engineering Design and Permitting	**$13,500.00**
B. Bid Assistance	**$1,000.00**
C. Construction Phase Services	**$4,750.00**

Subconsultant (Terracon)

D. Geotechnical Services (percolation test and report) For exfiltration trench calculations	**$3,000.00**

Permit Fees, Reproduction Charges and Reimbursable Expenses
The Total Contract Price **does not** include the payment of any governmental agency submittal or processing fees. The cost of these fees and any costs incurred by the office for printing, reproduction and other reimbursable expenses such as postage, travel, and document copy charges will be billed to the client monthly.

Invoicing and Payment
Work will be invoiced on a monthly basis for work completed to date. Invoice shall be paid in full by the Client within thirty (30) days of the invoice date, unless within such thirty (30) day period, Client notifies Engenuity Group, Inc. in writing of its objection to the amount of said invoice. Such notice shall be accompanied by payment of any undisputed portion of said invoice. If written objection is not received within thirty (30) days it shall constitute approval of invoice by Client. If the payment is not received within fifteen (15) days of billing date, a late charge will be added to the invoice in the amount of 1½ percent per month on the outstanding balance. If payment is not received within sixty (60) days of the invoice date, work may be suspended on the project until the outstanding invoice(s) are paid in full.

This proposal represents the entire understanding between you and us with respect to the Project. If this satisfactorily sets forth your understanding of our agreement, please execute the attached Authorization and return it to us. If you have any questions, please do not hesitate to contact us.

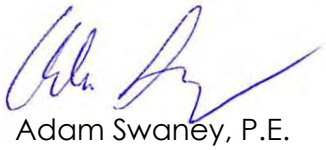
PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS CONTRACT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE

INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT, AS LONG AS THE CONSULTANT MAINTAINS THE PROFESSIONAL LIABILITY INSURANCE REQUIRED UNDER THIS CONTRACT AND AS LONG AS ANY DAMAGES ARE SOLELY ECONOMIC IN NATURE AND THE DAMAGES DO NOT EXTEND TO PERSONAL INJURIES OR PROPERTY NOT SUBJECT TO THIS CONTRACT.

Sincerely,

Jennifer Malin, P.S.M.
Director of Surveying

Approved by,



Adam Swaney, P.E.
Director of Engineering

Authorization: **Professional Civil Engineering & Surveying Services**
Buoy and Eastwind Drainage
North Palm Beach, Florida
Engenuity Group, Inc. Project No. 03045.192

By: _____ **Date:** _____
(Name & Title)

For: _____
(Name of Company)

Contract Amount: **$34,482.00**
Engineering: **$22,250.00**
Surveying: **$6,600.00**
SUE: **$5,632.00**

I am _____ I am not_____The Owner of the Property

The Property Owner Is: _____

Address: _____

_____

_____

Email: _____

Telephone: _____

Fax: _____

DESIGNATED SCOPE OF SERVICES: TOPOGRAPHIC/TREE SURVEY
NAME: BUOY AND EASTWIND DRAINAGE
ENGENUITY PROJECT NO. 03045.192 DATE: 1/23/2024

TASK: **Topographical Survey**	**Included in Contract (Yes/No)**
Minimum of two permanent benchmarks per every 500' on site; description and elevation to nearest .01'.	**Yes**
Contours at 1-foot intervals; error shall not exceed one half contour interval.	**No**
Spot elevation at each intersection of a 50-foot square grid covering the property.	**Yes**
Spot elevations at street intersection and at 100 feet on center curb, sidewalk and edge of paving including far side of paving.	**Yes**
Topographic data will be obtained at 100-foot intervals of the road from right-of-way to right-of-way.	**Yes**
Plotted location of structures, man-made (e.g., paved areas) and natural features.	**Yes**
Location of water mains, and other utilities including, but not limited to, buried tanks and septic fields serving, or on, the property based on as-built information supplied by utility companies.	**No**
Location of fire hydrants available to the property.	**Yes**
Location and characteristics of power and communications systems above grade.	**Yes**
Location, size, depth and direction of flow of sanitary sewers, storm drains and culverts serving, or on, the property; location of catch basins and manholes, and inverts of pipe at each.	**Yes**
Name of the operating authority of each utility.	**No**
Elevation of water in any excavation, well or nearby body of water.	**No**
Extent of watershed onto the property.	**No**
Trees of 6" and over (caliper 3' above ground); locate within 1' tolerance and give species in English or botanical terms.	**Yes**
Specimen trees flagged by the Owner or the Architect (___ in number); locate to the center within 1' tolerance; give species in English or botanical terms, give caliper and ground elevation on upper slope side.	**No**
Perimeter outline only of thickly wooded areas unless otherwise directed.	**Yes**
Confirm soil boring location(s).	**No**
SUE Services included in the scope	**Yes**
Scale of drawing is typically 1"=20' but will be determined by Engenuity Group, Inc. unless the client specifies a scale they would like the drawing at.	
Other (specify): 1. **Datum will be National American Vertical Datum 1988 (NAVD 88)** 2. **SUE Services are included in the services**	

EXHIBIT "A"

Buoy and Eastwind Drainage
North Palm Beach, FL
Engenuity Group Project No. 03045.192

ENGINEER'S SERVICES:

A1.01 Construction Documents

Scope of work:

1. Design new drainage inlets and exfiltration system to accommodate positive drainage on Buoy Road and Eastwind Drive.

2. Prepare final drawings indicating the scope, extent, and character of the milling & resurfacing, grading, drainage work to be performed and furnished by the CONTRACTOR.

3. Prepare a Stormwater Pollution Prevention Plan.

4. Prepare Engineer's Opinion of Cost for the overall civil site improvements, including tabulated pay items and quantity takeoffs.

5. Provide utility coordination and plan depiction via Sunshine State One Call.

6. Soil borings and analysis. Percolation test results. (Use subconsultant)

A1.02 Permitting Phase Services

A. Provide technical criteria, written descriptions, and design data for filing applications for permits from the following governmental authorities having jurisdiction to review or approve the design of the Project:

    1. FDEP Self Certification (No Notice drainage permit)

    Normal and customary permitting activities are included in ENGINEER'S services. Responding to application review comments that require ENGINEER'S services that are not normal and customary are additional services that can be performed on an hourly basis upon authorization.

A1.03 Bidding Services

A. Assist client in advertising and obtaining bids for site work.

B. Prepare Addenda as appropriate to clarify, correct, or change the Bidding Documents. CLIENT to issue addenda.

C. Attend the Bid opening, prepare Bid tabulation sheets, evaluate Bids and make a recommendation for award.

A1.04 Construction Phase Services

A. Provide periodic construction observations in conjunction with Village Staff for construction quality control purposes. Up to 5 site visits included.

B. Provide review and approval of periodic pay requests.

C. Provide construction completion certification to Village.

A1.05 This proposal does not include the following:

A. The design of any major off-site roadway improvements.

B. Reproduction of drawings and specifications for CONTRACTOR'S use during construction.

C. Construction layout survey or record drawings.

D. Design of landscaping, irrigation, and lighting.

E. Coordination of new or relocated electrical, gas, telephone, and TV services.

F. Environmental Analysis or design including wetlands, uplands, or contamination.

VILLAGE OF NORTH PALM BEACH
INFORMATION TECHNOLOGY DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Michael Applegate, Information Technology Director

DATE: February 22, 2024

SUBJECT: **RESOLUTION** – Purchase of Dell Data Backup Device and Software

The Village's current data backup infrastructure is over eight years old and the appliance has reached end of life status. Due to the end of service life status, support and hardware updates are no longer available from the manufacturer. Current hardware and software also lacks needed drive space, enhanced compression and deduplication technologies.

After extensive research and product demonstrations, the Information Technology (IT) Department recommends the purchase of Dell Data Domain 6400 hardware and software. Dell's data backup solution will provide the Village with a secure, centralized data backup solution with much needed expansion capabilities. Additionally, the new data backup software will provide for deduplication and compression technology to save drive space.

The IT Department has found a Dell Titanium Partner, Eastern Computer Exchange, which provided a quote to the Village in the amount of $37,036.69 for Dell Data Domain 6400 hardware and software in accordance with prices established by government cooperative purchasing contract – OMNIA National Cooperative Purchasing Alliance (NCPA) 01-143.

Funding:
A total of $60,000 was budgeted for this purchase utilizing "General Revenues" within the five-year Capital Improvement Plan (CIP). The "General Revenue" funds for capital items are held in the Village's CIP Fund and transferred to the project account when the item is ready to be purchased. The following budget amendment utilizes $37,037 in CIP funds for this purchase:

Budget Amendment:

Account	Description	Use	Source
K5004-66415	IT - Computer Hardware & Software	$37,037	
K5541-66000	Reserve Expenses - Capital		$37,037
Total Capital Projects Fund		**$37,037**	**$37,037**

The attached Resolution has been prepared/reviewed by your Village Attorney for legal sufficiency.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution authorizing the purchase of Dell Data Domain 6400 hardware and software from Eastern Computer Exchange utilizing pricing established in an OMNIA National Cooperative Purchasing Alliance Contract (01-143 – Technology Solutions, Products and Services) at a total cost of $37,036.99, with funds expended from Account No. K5004-66415 (IT - Computer Hardware & Software), and authorizing the Mayor and Village Clerk to execute the required budget amendment for this purchase in accordance with Village policies and procedures.

RESOLUTION 2024-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE PURCHASE OF DELL DATA DOMAIN 6400 HARDWARE AND SOFTWARE FROM EASTERN COMPUTER EXCHANGE UTILIZING PRICING ESTABLISHED IN AN OMNIA NATIONAL COOPERATIVE PURCHASING CONTRACT; APPROVING A BUDGET AMENDMENT TO TRANSFER $37,037 FROM THE CAPITAL RESERVE ACCOUNT TO THE IT – COMPUTER HARDWARE AND SOFTWARE CAPITAL ACCOUNT TO FACILITATE THE PURCHASE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff recommended the purchase of Dell Data Domain 6400 back up hardware and software from Eastern Computer Exchange pursuant to pricing established in an OMNIA National Cooperative Purchasing Alliance Contract (01-143 – Technology Solutions, Products and Services), as authorized by the Village's purchasing policies and procedures; and

WHEREAS, to fund this capital purchase, the Village Council wishes to amend the Capital Projects Fund Budget to transfer funds from the Capital Reserve Account to the IT – Machinery and Equipment Capital Account; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

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

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

Section 2. The Village Council hereby approves the purchase of Dell Data Domain 6400 back up hardware and software from Eastern Computer Exchange pursuant to pricing established in an OMNIA National Cooperative Purchasing Alliance Contract (01-143 – Technology Solutions, Products and Services) at a total cost of $37,036.69, with funds expended from Account No. K5004-66415 (IT – Computer Hardware and Software).

Section 3. In order to provide CIP funds to fund this purchase, the Village Council hereby approves the following budget amendment:

Budget Amendment:

Account	**Description**	**Use**	**Source**
K5004-66415	IT - Computer Hardware & Software	$37,037	
K5541-66000	Reserve Expenses - Capital		$37,037
Total Capital Projects Fund		**$37,037**	**$37,037**

Section 4. The Mayor and Village Clerk are hereby authorized and directed to execute the budget amendment for and on behalf of the Village of North Palm Beach.

Section 5. All resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

Region XIV Education Service Center

1850 Highway 351
Abilene, TX 79601-4750
325-675-8600
FAX 325-675-8659

Thursday, December 1st, 2022

Dell Marketing L.P.
ATTN: Stacey Skala
One Dell Way
Round Rock, TX 78682

Dear Stacey:

Region XIV Education Service Center is happy to announce that Dell Marketing L.P. has been awarded an annual contract for Technology Solutions, Products and Services on the proposal submitted to Region XIV ESC.

The contract is effective immediately and will expire on November 30th, 2025. The contract can then be renewed annually for an additional five years, if mutually agreed on by Region XIV ESC and Dell Marketing L.P.

We look forward to a long and successful partnership underneath this contract.

If you have any questions or concerns, feel free to contact me at 325-675-8600.

Sincerely,

Shane Fields
Region XIV, Executive Director

REQUEST FOR PROPOSAL (RFP) FOR
Technology Solutions, Products and Services

SOLICITATION NUMBER
45-22

PUBLICATION DATE
Tuesday, October 4th, 2022

Competitive Solicitation by
Region 14 Education Service Center
for
Technology Solutions, Products and Services
on behalf of itself and other Government Agencies
and made available through the
National Cooperative Purchasing Alliance
RFP # 45-22

NOTICE TO RESPONDENT:

Submittal Deadline:
Thursday, November 17th, 2022 2:00pm CT

Questions regarding this solicitation must be submitted to questions@ncpa.us no later than Thursday, November 10th, 2022. All questions and answers will be posted to http://www.ncpa.us/solicitations.

It is the intention of Region 14 Education Service Center (herein "Region 14 ESC") to establish a Master Agreement for Technology Solutions, Products and Services for use by Region 14 ESC and other public agencies supported under this contract. This Request for Proposal is issued on behalf of the National Cooperative Purchasing Alliance through a public agency clause, which provides that any county, city, special district, local government, school district, private K-12 school, higher education institution, state, other government agency, healthcare organization or nonprofit organization may purchase Products and Services through this contract. Respondents will be required to execute the NCPA Administration Agreement upon award.

This contract will allow agencies to purchase on an "as needed" basis from a competitively awarded contract. Respondents are requested to submit their total line of available products and services. While this solicitation specifically covers Technology Solutions, Products and Services, respondents are encouraged to submit an offering on any or and all products and services available that they currently perform in their normal course of business.

Responses shall be received electronically no later than the submittal deadline via our online Bonfire portal at ncpa.bonfirehub.com

Immediately following the deadline, all responses will be publicly opened and the respondents recorded. Any response received later than the specified deadline will be disqualified.

Responses will remain sealed by our online Bonfire portal until the bid opening time specified. Responses received outside our online Bonfire portal will not be accepted. Sealed responses may be submitted on any or all items, unless stated otherwise.

Proposal may be rejected for failure to comply with the requirements set forth in this invitation.

INTRODUCTION/SCOPE

Region 14 ESC on behalf of itself and all states, local governments, school districts, and higher education institutions in the United States of America, and other government agencies and non-profit organizations (herein "Public Agency" or collectively "Public Agencies") is soliciting proposals from qualified vendors to enter into a Master Agreement for a complete line of Technology Solutions, Products and Services.

Region 14 ESC, as the lead public agency, has partnered with NCPA to make the resultant contract available to all participating agencies in the United States. NCPA provides marketing and administrative support for the awarded vendor that promotes the successful vendor's products and services to Public Agencies nationwide. The Vendor will execute the NCPA Administration Agreement (Tab 2) upon award. Vendor should thoroughly review all documents and note any exceptions to NCPA terms and conditions in their proposal.

Awarded vendor(s) shall perform covered product or services under the terms of this agreement. Respondents shall provide pricing based on a discount from their standard pricing schedules for products and/or services offered. Electronic Catalog and/or price lists must accompany the proposal. Multiple percentage discount structure is also acceptable. Please specify where different percentage discounts apply. Additional pricing and/or discounts may be included.

Each product or service proposed is to be priced separately with all ineligible items identified. Services may be awarded to multiple vendors. Respondents may elect to limit their proposals to a single product or service within any category, or multiple products or services within any and all categories.

The National Cooperative Purchasing Alliance (herein "NCPA") assists public agencies to increase their efficiency and reduce their costs when procuring goods and services. This is accomplished by awarding competitively solicited contracts that are leveraged nationally by combining the volumes and purchasing power of entities nationwide. Our contracts are available for use by any entity that complies with procurement laws and regulations.

It is the intention of Region 14 ESC and NCPA to achieve the following objectives through this RFP.

- Provide a comprehensive competitively solicited Master Agreement offering Products and Services to Public Agencies;
- Achieve cost savings of Vendors and Public Agencies through a single competitive solicitation process that eliminates the need for multiple proposals;
- Combine the purchasing power of Public Agencies to achieve cost effective pricing;
- Reduce the administrative and overhead costs of Vendors and Public Agencies through state of the art purchasing procedures.

INSTRUCTIONS TO RESPONDENTS

Submission of Response

- Only responses received via our online Bonfire portal will be accepted. Faxed or mailed responses will not be accepted.
- Responses may be submitted on any or all items, unless stated otherwise. Region 14 ESC reserves the right to reject or accept any response.
- Deviations to the terms, conditions and/or specifications shall be conspicuously noted in writing by the respondent and shall be included with the response.
- Withdrawal of response will not be allowed for a period of 120 days following the opening. Pricing will remain firm for 120 days from submittal.

Public Bid Opening

The public bid opening will be held via Zoom meeting. Interested parties who wish to attend the bid opening should email contracts@ncpa.us by 4:00 pm the day before the bid opening date to receive an invitation.

Required Proposal Format

Responses shall be provided electronically via our online Bonfire portal. Tabs should be used to separate the proposal into sections, as identified below. Respondents failing to organize in the manner listed may be considered non-responsive and may not be evaluated. It's recommended that all tabs, with the exception of Tab 7 (Pricing), be submitted in Portable Document Format (PDF). Please note pricing can be submitted separately in a alternate format (e.g. xlsx, xls, csv).

Tabs

Tab 1 – Master Agreement / Signature Form
Tab 2 – NCPA Administration Agreement
Tab 3 – Vendor Questionnaire
Tab 4 – Vendor Profile
Tab 5 – Products and Services / Scope
Tab 6 – References
Tab 7 – Pricing
Tab 8 – Value Added Products and Services
Tab 9 – Required Documents

TAB 1
MASTER AGREEMENT - GENERAL TERMS AND CONDITIONS

Customer Support
The vendor shall provide timely and accurate technical advice and sales support. The vendor shall respond to such requests within one (1) working day after receipt of the request.

Disclosures
Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract
Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to five (5) additional one-year terms or any combination of time equally not more than 5 years if agreed to by Region 14 ESC and the vendor.

Funding Out Clause
Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:

Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.

Shipments (if applicable)
The awarded vendor shall ship ordered products within seven (7) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. If a product cannot be shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.

Tax Exempt Status
Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

Payments
The entity using the contract will make payments directly to the awarded vendor or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.

Adding Authorized Distributors/Dealers
Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before such distributors/partners/resellers considered authorized.

Purchase orders and payment can only be made to awarded vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the vendor's agreement with NCPA.

Pricing
All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing

Warranty
Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects
Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

Safety
Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits
Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the vendor.

Indemnity
The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.

Franchise Tax
The respondent hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements
The entity participating in this contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor.

Certificates of Insurance
Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

Legal Obligations
It is the Respondent's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest
A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure
If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty

Prevailing Wage
It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser. It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

Termination
Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

Open Records Policy
Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

PROCESS

Region 14 ESC will evaluate proposals in accordance with, and subject to, the relevant statutes, ordinances, rules, and regulations that govern its procurement practices. NCPA will assist Region 14 ESC in evaluating proposals. Award(s) will be made to the prospective vendor whose response is determined to be the most advantageous to Region 14 ESC, NCPA, and its participating agencies. To qualify for evaluation, response must have been submitted on time, and satisfy all mandatory requirements identified in this document.

Contract Administration
The contract will be administered by Region 14 ESC. The National Program will be administered by NCPA on behalf of Region 14 ESC.

Contract Term
The contract term will be for three (3) year starting from the date of the award. The contract may be renewed for up to five (5) additional one-year terms or any combination of time equally not more than 5 years.

It should be noted that maintenance/service agreements may be issued for up to (5) years under this contract even if the contract only lasts for the initial term of the contract. NCPA will monitor any maintenance agreements for the term of the agreement provided they are signed prior to the termination or expiration of this contract.

Contract Waiver
Any waiver of any provision of this contract shall be in writing and shall be signed by the duly authorized agent of Region 14 ESC. The waiver by either party of any term or condition of this contract shall not be deemed to constitute waiver thereof nor a waiver of any further or additional right that such party may hold under this contract.

Price Increases
Should it become necessary, price increase requests may be submitted at any point during the term of the contract by written amendment. Included with the request must be documentation and/or formal cost justification for these changes. Requests will be formally reviewed, and if justified, the amendment will be approved.

Products and Services Additions
New Products and/or Services may be added to the resulting contract at any time during the term by written amendment, to the extent that those products and/or services are within the scope of this RFP.

Competitive Range
It may be necessary for Region 14 ESC to establish a competitive range. Responses not in the competitive range are unacceptable and do not receive further award consideration.

Deviations and Exceptions
Deviations or exceptions stipulated in response may result in disqualification. It is the intent of Region 14 ESC to award a vendor's complete line of products and/or services, when possible.

Estimated Quantities
While no minimum volume is guaranteed, the estimated (but not limited to) annual volume for Products and Services purchased under the proposed Master Agreement is $400 million dollars annually. This estimate is based on the anticipated volume of Region 14 ESC and current sales within the NCPA program.

Evaluation
Region 14 ESC will review and evaluate all responses in accordance with, and subject to, the relevant statutes, ordinances, rules and regulations that govern its procurement practices. NCPA will assist the lead agency in evaluating proposals. Recommendations for contract awards will be based on multiple factors, each factor being assigned a point value based on its importance.

Formation of Contract
A response to this solicitation is an offer to contract with Region 14 ESC based upon the terms, conditions, scope of work, and specifications contained in this request. A solicitation does not become a contract until it is accepted by Region 14 ESC. The prospective vendor must submit a signed Signature Form with the response thus, eliminating the need for a formal signing process. Contract award letter issued by Region 14 ESC is the counter-signature document establishing acceptance of the contract.

NCPA Administrative Agreement
The vendor will be required to enter and execute the National Cooperative Purchasing Alliance Administration Agreement with NCPA upon award with Region 14 ESC. The agreement establishes the requirements of the vendor with respect to a nationwide contract effort.

Clarifications/Discussions
Region 14 ESC may request additional information or clarification from any of the respondents after review of the proposals received for the sole purpose of elimination minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give respondent an opportunity to revise or modify its proposal, except to the extent that correction of apparent clerical mistakes results in a revision. After the initial receipt of proposals, Region 14 ESC reserves the right to conduct discussions with those respondent's whose proposals are determined to be reasonably susceptible of being selected for award. Discussions occur when oral or written communications between Region 14 ESC and respondent's are conducted for the purpose clarifications involving information essential for determining the acceptability of a proposal or that provides respondent an opportunity to revise or modify its proposal. Region 14 ESC will not assist respondent bring its proposal up to the level of other proposals through discussions. Region 14 ESC will not indicate to respondent a cost or price that it must meet to neither obtain further consideration nor will it provide any information about other respondents' proposals or prices.

Multiple Awards
Multiple Contracts may be awarded as a result of the solicitation. Multiple Awards will ensure that any ensuing contracts fulfill current and future requirements of the diverse and large number of participating public agencies.

Past Performance
Past performance is relevant information regarding a vendor's actions under previously awarded contracts; including the administrative aspects of performance; the vendor's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the vendor's businesslike concern for the interests of the customer.

EVALUATION CRITERIA

Pricing (40 points)
Electronic Price Lists

- Products, Services, Warranties, etc. price list
- Prices listed will be used to establish both the extent of a vendor's product lines, services, warranties, etc. available from a particular bidder and the pricing per item.

Ability to Provide and Perform the Required Services for the Contract (25 points)

- Product Delivery within participating entities specified parameters
- Number of line items delivered complete within the normal delivery time as a percentage of line items ordered.
- Vendor's ability to perform towards above requirements and desired specifications.
- Past Cooperative Program Performance
- Quantity of line items available that are commonly purchased by the entity.
- Quality of line items available compared to normal participating entity standards.

References and Experience (20 points)

- A minimum of ten (10) customer references for product and/or services of similar scope dating within past 3 years
- Respondent Reputation in marketplace
- Past Experience working with public sector.
- Exhibited understanding of cooperative purchasing

Value Added Products/Services Description, (8 points)

- Additional Products/Services related to the scope of RFP
- Marketing and Training
- Minority and Women Business Enterprise (MWBE) and (HUB) Participation
- Customer Service

Technology for Supporting the Program (7 points)

- Electronic on-line catalog, order entry use by and suitability for the entity's needs
- Quality of vendor's on-line resources for NCPA members.
- Specifications and features offered by respondent's products and/or services

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

_____
Company Name

_____
Address

_____
City State Zip

_____ _____
Telephone Number Fax Number

_____
Email Address

_____ _____
Printed Name Position

_____
Authorized Signature

TAB 2
NCPA ADMINISTRATION AGREEMENT

This Administration Agreement is made as of _____, by and between National Cooperative Purchasing Alliance ("NCPA") and _____ ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated _____, referenced as Contract Number _____, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of Technology Solutions, Products and Services;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14 ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Contractor agrees to allow NCPA to use their name and logo within website, marketing materials and advertisement. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance	
Organization	Vendor Name
Name	Name
Title	Title
Address	Address
Address	Address
Signature	Signature
Date	Date

TAB 3
VENDOR QUESTIONAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

☐ **All 50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)			
☐ Alabama	☐ Illinois	☐ Montana	☐ Rhode Island
☐ Alaska	☐ Indiana	☐ Nebraska	☐ South Carolina
☐ Arizona	☐ Iowa	☐ Nevada	☐ South Dakota
☐ Arkansas	☐ Kansas	☐ New Hampshire	☐ Tennessee
☐ California	☐ Massachusetts	☐ New Jersey	☐ Texas
☐ Colorado	☐ Michigan	☐ New Mexico	☐ Utah
☐ Connecticut	☐ Minnesota	☐ New York	☐ Vermont
☐ Delaware	☐ Mississippi	☐ North Carolina	☐ Virginia
☐ D.C.	☐ Missouri	☐ North Dakota	☐ Washington
☐ Florida	☐ Kentucky	☐ Ohio	☐ West Virginia
☐ Georgia	☐ Louisiana	☐ Oklahoma	☐ Wisconsin
☐ Hawaii	☐ Maine	☐ Oregon	☐ Wyoming
☐ Idaho	☐ Maryland	☐ Pennsylvania	

☐ **All U.S. Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)	
☐ American Somoa	☐ Northern Marina Island
☐ Federated States of Micrones	☐ Puerto Rico
☐ Guam	☐ U.S. Virgin Islands
☐ Midway Islands	

☐ **All Canada Provinces and Territories** (Selecting this box is equal to checking all boxes below)	
☐ Alberta	☐ Prince Edward Island
☐ British Columbia	☐ Quebec
☐ Manitoba	☐ Saskatchewan
☐ New Brunswick	☐ Northwest Territories
☐ Newfoundland and Labrador	☐ Nunavut
☐ Nova Scotia	☐ Yukon
☐ Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

☐ Yes ☐ Maybe ☐ No

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☐ Yes ☐ Maybe ☐ No

Minority and Women Business Enterprise (MWBE) and (HUB) Participation
It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

☐ Minority/Women Business Enterprise
Respondent Certifies that this firm a Minority / Women Business Enterprise

☐ Historically Underutilized Business
Respondent Certifies that this firm is a Historically Underutilized Business

Small Business, MWBE and HUB Growth
If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

☐ N/A, we are a recognized small, MWEB or HUB organization

☐ No, we do not have any programs in place.

☐ Yes, we have programs in place.

Residency
Responding Company's principal place of business is in the city of _____, State of _____.

Felony Conviction Notice
Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

☐ A publicly held corporation; therefore, this reporting requirement is not applicable.

☐ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel
Which best describes your company's position in the distribution channel:

☐ Manufacturer Direct ☐ Certified education/government reseller

☐ Authorized Distributor ☐ Manufacturer marketing through reseller

☐ Value-added reseller ☐ Other: _____

Processing Contact Information

Contact Person _____

Title _____

Company _____

Address _____

City/State/Zip _____

Phone _____

Email _____

Pricing Information
In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

☐ Yes ☐ No

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☐ Yes ☐ No

Cooperatives
List any other cooperative or state contracts currently held or in the process of securing.

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume

TAB 4
VENDOR PROFILE

Please provide the following information about your company:

- Company's official registered name.
- Brief history of your company, including the year it was established.
- Company's Dun & Bradstreet (D&B) number.
- Company's organizational chart of those individuals that would be involved in the contract.
- Corporate office location.
    - List the number of sales and services offices for states being bid in solicitation.
    - List the names of key contacts at each with title, address, phone and e-mail address.
- Define your standard terms of payment.
- Who is your competition in the marketplace?
- Provide Annual Sales for last 3 years broken out into the following categories:
    - Cities / Counties
    - K-12
    - Higher Education
    - Other government agencies or nonprofit organizations
- Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.
    $_____ in year one
    $_____ in year two
    $_____ in year three
- What differentiates your company from competitors?
- Describe how your company will market this contract if awarded.
- Describe how you intend to introduce NCPA to your company.
- Describe your firm's capabilities and functionality of your on-line catalog / ordering website.
- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)
- Green Initiatives (if applicable)
    - As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and

responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

- Anti-Discrimination Policy (if applicable)
    - Describe your organizations' anti-discrimination policy.

- Vendor Certifications (if applicable)
    - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service.

TAB 5
PRODUCTS AND SERVICES

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

Warranty
Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Products

- Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Construction

- Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

The following is a list of suggested (but not limited to) Technology Solutions, Products and Services categories. List all categories along with manufacturer that you are responding with:

Products

- Laptops / Notebooks / 2-in-1s
- Tablets
- Desktop Computers
- Workstations – Fixed and Mobile
- Gaming Devices
- Chromebooks – Education and Enterprise
- Servers
- High Performance Computing
- Data Storage / Drives
- Converged Infrastructure
- Hyper Converged Infrastructure
- Cloud Products
- Software
- Security Solutions
- Data Protection HW / SW
- Networking

- Internet of Things (IOT)
- Sensors & Edge Devices
- Printers & Accessories
- Digital Imaging – Cameras / Scanner
- Keyboard / Mice / Input Devices
- Memory / System Components
- Displays / Large Format Displays / Interactive Flat Panels
- Spare Parts
- Accessories / Cables
- Battery Back-up / Power / Surge Protectors
- Sound / Multimedia
- Telecommunications Products
- Video – Monitors / Cards / Projector
- Interactive Whiteboards
- Commercial-Off-the-Shelf (COTS) Software
- Software-as-a-Service (SaaS)
- Infrastructure-as-a-service (IaaS)
- Platform-as-a-Service (PaaS)
- Software Licensing and Maintenance Agreements
- Subscription Based Software Licenses
- Software Related Services

Services

- Deployment & Installation
- Professional Services
- Consulting Services
- Security Services
- Business Continuity / Business Resiliency
- Disaster Recovery
- VMware Professional Services
- Microsoft Professional Services
- AWS Product and Services
- Application Services – End User
- Application Services – Data Center
- Residencies
- Managed Services – End User
- Managed Services – Data Center
- Education & Training
- Telecommunications
- Product Configurations
- Product Support
- Warranty
- Asset Lifecycle Management
- Asset Recovery

Financial Services Offerings:

- Infrastructure-as-a-Service (IaaS)
- Leasing for Public and Private/Commercial Entities with schedules included for:
    - Fair Market Value Lease
    - Purchase Option Lease

    - Tax Exempt Lease Purchase Lease
    - Flex Lease Purchase
    - PC-as-a-Service
    - Software Schedule
- Deferred Payments (Direct and Indirect Financing)
- Payment Agreements
- Usage Agreements

TAB 6
REFERENCES

Provide at least ten (10) customer references for products and/or services of similar scope dating within the past three (3) years. Please provide a range of references across all eligible government entity groups including K-12, higher education, city, county, or non-profit entities.

All references should include the following information from the entity:

- Entity Name
- Contact Name and Title
- City and State
- Phone
- Email
- Years Serviced
- Description of Services
- Annual Volume

NCPA also accepts Procurated review scores to evaluate relationships with their customers. Vendors without a current Procurated score will be rated based solely on the references provided, and will not be penalized for lack of Procurated scoring. To find out your company's Procurated score please go to https://www.procurated.com.

TAB 7
PRICING

Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

Price lists must contain the following:

- Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
- Description
- Vendor's List Price
- Percent Discount to NCPA participating entities

Not To Exceed Pricing

- NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
- The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
- NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

TAB 8
VALUE ADDED PRODUCTS AND SERVICES

Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

TAB 9
REQUIRED DOCUMENTS

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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 contractor 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.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient 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 recipient 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.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must 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 must 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 non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory 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. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension”, as described in the Federal Register and Rules and Regulations.

CONTRACTOR REQUIRMENTS

Contractor Certification
Contractor's Employment Eligibility
By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran
In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

   a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"*, therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror _____

Address _____

City/State/Zip _____

Authorized Signature _____

Date _____

ANTITRUST CERTIFICATION STATEMENTS
TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name _____

Address _____

City/State/Zip _____

Telephone Number _____

Fax Number _____

Email Address _____

Printed Name _____

Title _____

Authorized Signature _____

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

https://www.usa.gov/local-governments

Proposal for the Region 14 Education Service Center acting on behalf of the National Cooperative Purchasing Alliance

RFP # 45-22 Technology Solutions, Products and Services

Thursday, November 17, 2022

DELL Technologies

One Dell Way
Round Rock, TX 78682
USA
www.dell.com

Thursday, November 17, 2022

Region 14 Education Service Center
1850 Highway 351
Abilene Texas 79601

Dear Procurement Officer,

Thank you for the opportunity to submit a proposal for Region 14 ESC's RFP for Technology Solutions, Products and Services. We have thoroughly reviewed the requirements and developed this proposal to showcase how our products and solutions will enable customers to continue their digital transformation.

The value of our offering includes:

- Our Products – We have the strongest portfolio of IT products from the edge to the core, to the cloud. We offer full end-to-end IT solutions thereby becoming a one stop shop to meet all our customer's IT needs.
- Our Lifecycle Services – Parallel to our product and services delivery organization, is our customer support organization – be it pre-sales consultation, data center consolidation, or rollout of a work / school from home solution, our pro-deploy and pro-support teams are always available to assist in conjunction with our account and specialist teams.
- Our Contract Management – The NCPA contract is used widely by SLED customers. We have contract program managers and personnel dedicated to supporting NCPA and the entities that purchase using NCPA. We will continue to deliver and strengthen our partnership.
- Our Commitment – Last, but equally important, is our commitment to social causes that impact our lives and our planet. Our 2030 moonshot goals focus on cultivating inclusion, advancing sustainability, transforming lives and upholding ethics and privacy.

We look forward to earning your business and continuing our long-standing partnership. Should you have any questions regarding this proposal, please contact your Dell Technologies team provided in the below contact information:

Stacey Skala at 512.720.7429 or online at Stacey.Skala@Dell.com

Preethi Pillaipakkam at 469.510.8569 or online at Preethi.Pillaipakkam@Dell.com

Sincerely,

Stacey Skala

Stacey Skala
Proposal Manager

Table of Contents

Tab 1 - Master Agreement / Signature 4
Tab 2 - NCPA Administration Agreement 14
Tab 3 - Vendor Questionnaire 18
Tab 4 - Vendor Profile 22
Tab 5 - Products and Services / Scope 35
Tab 6 - References 52
Tab 7 - Pricing 58
Tab 8 - Value Added Products and Services 59
Dell Lifecycle Services 59
Innovation in Education with Dell Technologies 74
Tab 9 - Required Documents 83
Proposal Legal Notes 99
Tab - Appendices 101
Appendix A - Dell and the Environment 102
Appendix B - Dell's Diversity and Equal Employment Opportunity Policy 105
Appendix C - Dell Supplier Diversity Program 107
Appendix D - Dell Premier for IT Procurement Overview 109
Appendix E - Dell Limited Hardware Warranty 116
Appendix F - Dell Return Policy 131
Appendix G - Vendor Certifications 133
Appendix H - Dell Financial Services 139

Tab 1 - Master Agreement / Signature

Customer Support

The Dell Marketing L.P. ("Vendor") ~~vendor~~ shall provide timely and accurate technical advice and sales support. The ~~vendor~~Vendor shall respond to such requests within one (1) to two working days after receipt of the request.

Disclosures

Respondent affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

The respondent affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

Renewal of Contract

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew for up to five (5) additional one-year terms or any combination of time equally not more than 5 years if agreed to by Region 14 ESC and the ~~vendor~~Vendor.

Funding Out Clause

Any/all contracts exceeding one (1) year shall include a ~~standard~~ "funding out"/"non-appropriation" clause as mutually agreed to by the parties. A contract for the acquisition~~, including lease~~, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

If (a) sufficient funds are not budgeted or appropriated and budgeted by Public Agency's governing body in any fiscal period for payment amounts or other costs and fees and (b) Public Agency has exhausted all funds legally available for such payment amounts or other costs and fees due under the contract, then the Public Agency, upon reasonable written notice to the vendor or its affiliate, r~~R~~etains ~~to the entity~~ the ~~continuing~~ right to terminate the contract as of the last day of the Public Agency's fiscal period for which funds for the payment amounts are available ~~at the expiration of each budget period during the term of the contract~~ and is conditioned on a best efforts attempt by the Public Agency~~entity~~ to obtain appropriate funds for payment of the contract and~~, t,~~ to only place orders for which funding is available and to pay ~~vendor~~Vendor~~Dell~~ for products delivered and services performed. Such termination is without any expense or penalty, except for the portions of the payment amounts and those expenses associated with returning or making products available for return to ~~vendor~~Vendor or its affiliate and Public Agency's cessation of use and maintenance, de-installation and deletion of licensed software, and certification thereof, in accordance with the terms of the contract, for which funds have been budgeted or appropriated or are otherwise legally available.

Shipments (if applicable)

The awarded vendor shall ship ordered products within ~~seven~~ fifteen (15~~7~~) working days for goods available and within four (4) to six (6) weeks for specialty items after the receipt of the order unless modified. Barring any component constraints, Vendor will ship products it is manufacturing or a third party is manufacturing within 4 – 6 weeks of acceptance of order. Cancellation may be made up to the time order is accepted. Orders shall be placed online on the NCPA Premier Page that Dell will populate with NCPA pricing. If a product cannot be

shipped within that time, the awarded vendor shall notify the entity placing the order as to why the product has not shipped and shall provide an estimated shipping date. ~~At this point the participating entity may cancel the order if estimated shipping time is not acceptable~~.

Tax Exempt Status

Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor. Unless Public Agency~~s shall~~ provides Dell with a valid tax exemption certificate acceptable to the relevant taxing authority prior to Dell's payment of such taxes, ~~upon request~~, ~~or such~~ Public Agency shall pay to Dell all taxes and duties upon demand.~~be responsible for taxes~~

Payments

Payment terms are thirty (30) days from the date of invoice. All products and services are deemed accepted ten (10) days from the date of invoice or completion of service. Dell may charge a late penalty of 1.5% per month on undisputed overdue amounts, or the maximum rate permitted by law, whichever is less. Late penalties will be recalculated every 30 days based on Public Agency's current outstanding balance. Dell, without waiving any other rights or remedies and without liability to Public Agency, may suspend or terminate any or all Services and refuse additional orders for Products until all overdue amounts are paid in full. Dell shall be entitled to all reasonable legal and attorney fees and associated costs of collecting overdue amounts.

The entity using the contract will make payments directly to the awarded vendor except instances where a reseller, under this contract, is selling Dell products and other products provided by Dell to the reseller, invoices will be issued by the reseller to a Public Agency and payments shall be made to the applicable reseller.. ~~or their affiliates (distributors/business partners/resellers) as long as written request and approval by NCPA is provided to the awarded vendor.~~

Adding Authorized Distributors/Dealers

Awarded vendors may submit a list of distributors/partners/resellers to sell under their contract throughout the life of the contract. Vendor must receive written approval from NCPA before any such distributor~~s~~/partner~~s~~/reseller~~s~~ is considered authorized.

Purchase orders and payment can only be made to awarded ~~vendor~~Vendor or distributors/ business partners/resellers previously approved by NCPA.

Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder.

All distributors/partners/resellers are required to abide by the Terms and Conditions of the ~~vendor~~Vendor's agreement with NCPA.

Pricing

All pricing submitted shall include the administrative fee to be remitted to NCPA by the awarded vendor. It is the awarded vendor's responsibility to keep all pricing up to date and on file with NCPA.

All ground shipping deliveries s for standard products shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing Expedited and larger products shall be subject to freight charges.

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Dell's warranty terms located at DELL.COM/WARRANTYTERMS, included as Appendix E shall be applicable to sales under this contract. ~~Products: Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects~~
~~Construction: Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.~~

Safety

Vendors performing services shall comply with occupational safety and health rules and regulations. Also all vendors and subcontractors shall be held responsible for the safety of their employees and any conditions that may cause injury or damage to persons or property.

Permits

Since this is a national contract, knowing the permit laws in each state is the sole responsibility of the ~~vendor~~Vendor.

Indemnity

If Public Agency purchased Products or Services directly from Dell, Dell shall defend and indemnify Public Agency against any third-party claim that Dell-branded Products or Services (excluding Third-Party Products and open source software) infringe or misappropriate that third party's United States ("U.S.") patent, copyright, trade secret, or other intellectual property rights ("Claim(s)"). In addition, if Dell receives prompt notice of a Claim that Dell believes is likely to result in an adverse ruling, then Dell shall at its option, (i) obtain a right for Public Agency to continue using such Products or Deliverables or for Dell to continue performing the Services; (ii) modify such Products or Services to make them noninfringing; (iii) replace such Products or Services with a non-infringing equivalent; or (iv) if Public Agency purchased directly from Dell, refund any pre-paid fees for the allegedly infringing Services that have not been performed or provide a reasonable depreciated or pro rata refund for the allegedly infringing Product or Deliverables. Dell shall have no obligation for any claim arising from (a) modifications of the Products and Services that were not performed by or on behalf of Dell; (b) misuse, or the combination or use with Third-Party Products (the combination of which causes the claimed infringement); or (c) Dell's compliance with Public Agency's written specifications, including the incorporation of any software or other materials or processes Public Agency provides or requests. Dell's duty to indemnify and defend the Claim is contingent upon: (x) Public Agency's prompt written notice of the Claim; (y) Dell's right to solely control the defense and resolution of the Claim; and (z) Public Agency's cooperation in defending and resolving the Claim. These are Public Agency's exclusive remedies for any third-party intellectual property claim, and nothing in this Agreement or elsewhere will obligate Dell to provide any greater indemnity. B. Public Agency shall defend and indemnify Dell against any third-party claim resulting or arising from: (i) Public Agency failure to obtain any appropriate license, intellectual property rights, or other permissions, regulatory certifications, or approvals associated with technology or data provided by Public Agency, or associated with software or components requested by Public Agency to be used with, or installed or integrated as part of the Products or Services; (ii) Public Agency's violation of Dell's intellectual property rights; (iii) any inaccurate representation regarding the existence of an export license or any allegation made against Dell due to Public Agency's alleged violation of applicable export laws; or (iv) Public Agency transferring or providing access to Excluded Data (as defined below) to Dell. C. Each party shall defend and indemnify the other against any third-

party claim for personal bodily injury, including death, where the injury has been exclusively caused by the indemnifying party's gross negligence or willful misconduct in connection with this Agreement. ~~The awarded vendor shall protect, indemnify, and hold harmless Region 14 ESC and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract.~~

Franchise Tax

The respondent hereby certifies to the best of signatory's knowledge that he/she is not currently delinquent in the payment of any franchise taxes.

Supplemental Agreements

~~The~~ Each Public Agency~~entity~~ participating in this contract and awarded ~~vendor~~Vendor may enter into the following~~a~~ separate supplemental agreements to further define the level of service requirements needed to enable such offerings under this Master Agreement over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating Public Agency~~entity~~ and awarded ~~vendor~~Vendor and shall be governed solely by the terms set forth in such separate supplemental agreement. ~~. r; however no changes to the contract terms regarding reporting, indemnity, payment or limitation of liability shall be altered by a NCPA member or purchasing/ participating entity.~~

Services Agreements.

Dell may provide Services, Service-related Software, or Deliverables to ~~Customer~~Public Agency in accordance with one or more "Service Agreements." "Service Agreements" are service contracts, including "Service Descriptions" available at www.dell.com/offeringspecificterms, "Statements of Work," and any other mutually executed documents. Each Service Agreement will be interpreted separately from any other Service Agreement .

Dell APEX Cloud Services.

Dell may provide Services, Cloud services (includes any service made available to users through the Internet from a computing provider's servers), such as software-as-a-service, Platform as a Service, Infrastructure as a Service and storage-as-a-service, Service-related Software, or Deliverables to ~~Customer~~Public Agency in accordance with one or more "Service Agreements." "Service Agreements" are service contracts, including "Service Descriptions" available at www.dell.com/dellemccloudterms and/or https://www.dell.com/learn/us/en/uscorp1/terms-of-sale "Statements of Work," and any other mutually executed documents. Each Service Agreement will be interpreted separately from any other Service Agreement.

Dell APEX Flex on Demand.

In addition, ~~vendor~~Vendor may offer consumption-based models under its Dell APEX Flex on Demand Program ("FOD") as an alternative flexible payment solution under a separate Master Flexible Consumption Agreement ("MFCA"). Any FOD solution will be subject to the terms and conditions of the MFCA only, an example of which is attached hereto in Appendix G. Eligible Public Agencies shall negotiate the terms and conditions of such FOD solution directly with ~~vendor~~Vendor or its designated affiliate or its authorized distributor/partner/reseller, including, but not limited to, the MFCA, any corresponding FOD schedule ("Schedule"), and any other documentation that may be required for such FOD transaction. The parties recognize that the MFCA and any Schedule executed by the parties hereunder are separate and independent agreements between the Eligible Public Agency and ~~vendor~~Vendor or its designated affiliate or its authorized distributor/partner/reseller, with the terms thereof constituting the entire agreement for such FOD transaction. To the extent of any conflict or inconsistency between the terms of the MFCA and the terms of this Master Agreement, the terms, and conditions of the MFCA will prevail for such offerings. Samples of the MFCA, Schedule, and any other related documentation that may be applicable are attached hereto in Appendix H.

Leasing and Financing; Payment Solutions.

Leasing and financing services and other flexible payment solutions made available directly through Dell Financial Services L.L.C. ("DFS") or Pharos Financial Services L.P. ("PFS") are allowed under this Master Agreement in accordance with one or more of the separately negotiated DFS or PFS lease or finance agreements ("Lease(s)"). Samples of each Lease are attached hereto as Appendix H

If this Master Agreement does not contain Lease terms and conditions, eligible Public Agencies under this Master Agreement who are authorized to execute such Leases under applicable law may do so by executing a separate Lease directly with DFS or PFS for the hardware, software, and/or services obtained under this Master Agreement. Any Lease solutions will be subject to the terms and conditions of the corresponding DFS or PFS Lease. Eligible Public Agencies shall negotiate the terms and conditions of such Lease with DFS or PFS directly. To the extent of any conflict or inconsistency between the terms of the DFS or PFS Lease and the terms of this Master Agreement, the terms and conditions of the DFS or PFS Lease will prevail.

Certificates of Insurance

Dell will offer a memorandum of Insurance to members and will endeavor to provide notice of cancellation within 30 days to Region 14 ESC and NCPA. Dell has existing contracts with its subcontractors and Dell is responsible for providing the contracted for services. ~~Certificates of insurance shall be delivered to the Public Agency prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.~~

Legal Obligations

It is the Respondent's responsibility to be aware of and comply with all applicable local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all applicable laws while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

Protest

A protest of an award or proposed award must be filed in writing within ten (10) days from the date of the official award notification and must be received by 5:00 pm CST. Protests shall be filed with Region 14 ESC and shall include the following:

- Name, address and telephone number of protester
- Original signature of protester or its representative
- Identification of the solicitation by RFP number
- Detailed statement of legal and factual grounds including copies of relevant documents and the form of relief requested

Any protest review and action shall be considered final with no further formalities being considered.

Force Majeure

If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended

during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. Notwithstanding the above, this section will not modify, terminate, cancel or otherwise negate or replace in any way any Public Agency's rights, duties, and obligations (including a Public Agency's payment obligations to DFS or PFS) under the terms and conditions of a duly executed Lease (as defined above) and MFCA (as defined above) between DFS or PFS and any Public Agency, the terms of which shall take precedence. The foregoing is not withstanding any force majeure insurance on the payment stream that a Public Agency may have.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders and regulation of any kind of government of the United States or any civil or military authority; insurrections; riots; epidemics; pandemic; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

Prevailing Wage

It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage law ~~legislation~~ in effect in the jurisdiction of the purchaser. ~~It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.~~

Termination

Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. This Section on termination shall not apply to any lease financier (including, but not limited to, Dell Financial Services L.L.C.) or any related lease and finance or flexible payment solution agreements or any of Region 14 or Public Agency's, duties, and obligations including, but not limited to, its payment obligations to DFS thereunder.

Open Records Policy

Because Region 14 ESC is a governmental entity responses submitted are subject to release as public information after contracts are executed. , as required by applicable law. Dell will comply with applicable law and opinions of the applicable governing body concerning open records~~If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the respondent must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).~~

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 14 ESC must provide the OAG sufficient

information to render an opinion and therefore, vague and general claims to confidentiality by the respondent are not acceptable. Region 14 ESC must comply with the opinions of the OAG. Region14 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Respondent are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Dell requests the following language be incorporated into any contract resulting from award of this solicitation:

NCPA Members, by purchasing from Dell agree to the terms between NCPA and Dell under the contract.

Compliance with Laws

A. In performing its obligations under this Agreement, each party agrees to comply with all laws and regulations applicable to such party including the customs and export control laws and regulations of the U.S.; and the country in which the Products or Services are delivered or performed. B. Public Agency certifies that all items (including hardware, software, technology and other materials) it provides to Vendor for any reason that contain or enable encryption functions either (i) satisfy the criteria in the Cryptography Note (Note 3) of Category 5, Part 2 of the Wassenaar Arrangement on Export Controls for Conventional Arms and Dual-Use Goods and Technologies or (ii) employ key length of 56-bit or less symmetric, 512-bit asymmetric or less, and 112-bit or less elliptic curve. Vendor is not responsible for determining whether any Third-Party Product to be used in the Products and Services satisfies regulatory requirements of the country to which such Products or Services are to be delivered or performed, and Vendor shall not be obligated to provide any Product or Service where the resulting Product or Service is prohibited by law or does not satisfy the local regulatory requirements. C. Vendor's privacy policies explain how Vendor treats Public Agency's personal information and protects Public Agency's privacy and can be found at Vendor.com/privacy.

Limitation of Liability

A. VENDOR WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PRODUCTS OR SERVICES. EXCEPT FOR PUBLIC AGENCY BREACH OF SECTIONS 3(D) OR 7, OR COUSTOMER VIOLATION OF VENDOR'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL HAVE LIABILITY FOR THE FOLLOWING: (i) LOSS OF REVENUE, INCOME, PROFIT, OR SAVINGS; (ii) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF A SYSTEM OR NETWORK OR THE RECOVERY OF SUCH; (iii) LOSS OF BUSINESS OPPORTUNITY; (iv) BUSINESS INTERRUPTION OR DOWNTIME; (v) THE PRODUCTS, DELIVERABLES OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE; OR (vi) THE PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES. B. VENDOR'S TOTAL LIABILITY FOR ANY AND ALL CLAIMS ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (INCLUDING PRODUCTS AND SERVICES) IN ANY 12 MONTH PERIOD SHALL NOT EXCEED THE TOTAL AMOUNT RECEIVED BY VENDOR DURING THE PRIOR 12 MONTHS OF THIS AGREEMENT FOR THE SPECIFIC PRODUCT OR SERVICE GIVING RISE TO SUCH CLAIM(S). C. THESE LIMITATIONS, EXCLUSIONS, AND DISCLAIMERS APPLY TO ALL CLAIMS FOR DAMAGES, WHETHER BASED IN CONTRACT, WARRANTY, STRICT LIABILITY, NEGLIGENCE, TORT, OR OTHERWISE. THESE LIMITATIONS OF LIABILITY ARE AGREED ALLOCATIONS OF RISK CONSTITUTING IN PART THE CONSIDERATION FOR VENDOR'S SALE OF PRODUCTS OR SERVICES TO PUBLIC AGENCY, AND WILL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES.

Software.

Public Agency rights to use the Software delivered by Supplier are governed by the terms of the applicable end-user license agreement. Unless different terms have been agreed between the parties, the terms posted on www.dell.com/eula (the "EULA") shall apply. Supplier will provide a hard copy of the applicable terms upon request. Unless expressly otherwise agreed, microcode, firmware or operating system software required to enable the Equipment with which it is shipped to perform its basic or enhanced functions, is licensed for use solely on such Equipment.

Acceptance.

All Products and Third Party Products will be deemed to be accepted upon Delivery. Notwithstanding such acceptance, Public Agency retains all rights and remedies under the warranty terms stated below. Public Agency may only return Products to Supplier that are permitted to be returned pursuant to the return policy at www.dell.com/returnspolicy.

Hardware Returns and Exchanges.

Public Agency agrees to Vendor's return policy as stated at www.dell.com/returnspolicy. Before returning or exchanging Hardware, Public Agency must contact Vendor to obtain an authorization number for Public Agency return. Public Agency must return Hardware in its original or equivalent packaging, and Public Agency is responsible for risk of loss and shipping and handling fees. Additional fees, including up to a 15% restocking fee, may apply. If Public Agency fails to follow the return or exchange instructions, Vendor will not be responsible for any loss, damage, or modification of Hardware, or processing of Hardware for disposal or resale. Credit for partial returns may be less than invoice or individual component prices due to bundled or promotional pricing associated with Public Agency's purchase. Title to returned or exchanged Hardware shall pass to Vendor upon receipt at the specified Vendor facility.

Changed or Discontinued Products or Services.

Vendor may revise or discontinue Products and Services at any time, including after Public Agency places an Order, but prior to Vendor's shipment or performance. As a result, Products and Services Public Agency receives might differ from those ordered. However, Dell-branded Products will materially meet or exceed all published specifications for the Products. Parts used in repairing or servicing Products may be new, equivalent-to-new, or reconditioned.

Proprietary Rights

The Products and Software are protected pursuant to copyright laws and international copyright treaties, as well as other intellectual property laws and treaties. All right, title, and interest in the intellectual property (including all copyrights, patents, trademarks, trade secrets, and trade dress) embodied in the Software, Products and Deliverables, and the methods by which the Services are performed and the processes that make up the Services, shall belong solely and exclusively to Vendor or its suppliers or licensors. Subject to Vendor's receipt of payment in full for the applicable Services, Vendor grants Public Agency a non-exclusive, non-transferable, royalty-free right to use the Deliverables solely (i) in the country or countries in which Public Agency does business; (ii) for Public Agency's internal use; and (iii) as necessary for Public Agency to enjoy the benefit of the Services as stated in the applicable Service Agreements.

For Reseller transactions:

For any transactions under this contract in which Vendor resellers are reselling products obtained from Vendor, the following terms shall apply: Vendor will require its resellers to agree to the terms of the NCPA contract with Vendor. The reseller sales transactions, including quoting, pricing, order taking, invoicing, payment for reseller transactions shall be between the NCPA member and the reseller. Pricing will not be determined by Vendor but must be incompliance with the pricing requirements in Vendor's NCPA contract. Fees and reporting for Vendor reseller transactions with NCPA members shall be provided by the Vendor reseller only. Payments made by NCPA or its members for these reseller transactions shall be made to the reseller. Vendor will propose authorized resellers to be added to contract for Region 14 ESC and NCPA approval. NCPA and Vendor must be in agreement on resellers to be added to contract. Vendor can have a reseller removed from contract, upon notice. Vendor is not liable should the reseller fail to follow the terms of the contract.

Shipping Charges; Title; Risk of Loss.

Unless otherwise agreed, Supplier shall arrange for shipment of the ordered Products to the ship-to address indicated in the Order, through a common carrier designated by Supplier. Delivery dates are indicative. Software may be provided by delivery of physical media or through electronic means. Public Agency shall notify Supplier within 21 days of the invoice date if Public Agency believes any Product included in its Order is missing, wrong, or damaged, and shall ensure that the intended installation site meets the specifications as per the product documentation. Risk of loss for Equipment and for physical media containing licensed Software transfers to Public Agency upon Delivery. Title to sold Equipment passes to Public Agency upon Delivery. "Delivery" for Equipment occurs when Supplier provides the Equipment to the carrier at Supplier's designated point of shipment; "Delivery" for Software occurs either when Supplier provides physical media (or the Equipment on which it is installed) to the carrier at Supplier's designated point of shipment, or the date Supplier notifies Public Agency that Software is available for electronic download. Unless otherwise agreed, cost of transit insurance on behalf of Public Agency shall be included in the total price stated on the Quote.

Excluded Data

Public Agency agrees that it will obtain all necessary rights, permissions and consents associated with: (a) technology or data (including personal data) that Public Agency and its Affiliates provide to Supplier or its Affiliates, and (b) non-Supplier software or other components that Public Agency and its Affiliates direct or request that Supplier or its Affiliates use with, install, or integrate as part of the Supplier's Offerings. Public Agency is solely responsible for reviewing data that will be provided to or accessed by Supplier in the provision of the Offerings to ensure that it does not contain: (i) data that is classified, ITAR (International Traffic in Arms Regulations) related data, or both; or (ii) articles, services, and related technical data designated as defense articles and defense services. Public Agency will defend and indemnify Supplier and its Affiliates against any third party claim resulting from a breach of the foregoing, or from Public Agency's infringement or misappropriation of intellectual property rights of Supplier, its Affiliates or third parties.

U.S. Government Restricted Rights.

The software and documentation provided are "commercial products" as defined in Federal Acquisition Regulation ("FAR") Section 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as these terms are used in FAR 12.212 and Defense Federal Acquisition Regulation Supplement ("DFARS") Section 227.7202, as applicable. Consistent with FAR 12.212 and DFARS Section 227.7202, all U.S. Government end users acquire the software and documentation with only those rights set forth herein

Taxes.

The charges due hereunder are exclusive of, and Public Agency shall pay or reimburse Supplier for all value added (VAT), sales, use, excise, withholding, personal property, goods and services and other similar taxes, governmental fees, levies, customs and duties resulting from Public Agency's purchase, except for taxes based on Supplier's net income, gross revenue, or employment obligations. If Public Agency qualifies for a tax exemption, Public Agency must provide Supplier with a valid certificate of exemption or other appropriate proof of exemption. If Public Agency is required to withhold taxes, then Public Agency will within 60 days of remittance to the applicable tax authority provide Supplier with satisfactory evidence (e.g., official withholding tax receipts) that Public Agency has accounted to the relevant authority for the sum withheld or deducted, otherwise Supplier will charge Public Agency for the amount that Public Agency has deducted for the transaction.

SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this bid in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said bid have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Dell Marketing, L.P.
Company Name

One Dell Way
Address

Round Rock	TX	78286
City	State	Zip

512.720.7429	
Telephone Number	Fax Number

Stacey.Skala@Dell.com
Email Address

Stacey Skala	Proposal Manager
Printed Name	Position

Stacey Skala
Authorized Signature

Dell agrees to discuss and negotiate the terms of the Administration Agreement and the administration fee upon award.

Dell respectfully requests the following modifications to the terms provided Tab 1 and Tab 2 of Solicitation Number 45-22 for Technology Solutions. Dell also requests that the additional terms provided be incorporated into any final contract resulting from award of this solicitation. As needed, Dell agrees to enter into good faith negotiation of mutually agreeable terms.

Tab 2 - NCPA Administration Agreement

Dell agrees to discuss and negotiate the terms of the Administration Agreement and the administration fee upon award.

Dell respectfully requests the following modifications to the terms provided Tab 1 and Tab 2 of Solicitation Number 45-22 for Technology Solutions. Dell also requests that the additional terms provided be incorporated into any final contract resulting from award of this solicitation. As needed, Dell agrees to enter into good faith negotiation of mutually agreeable terms.

This Administration Agreement is made as of December 1, 2022, by and between National Cooperative Purchasing Alliance ("NCPA") and _____ ("Vendor").

Recitals

WHEREAS, Region 14 ESC has entered into a certain Master Agreement dated December 1, 2022, referenced as Contract Number 01-143, by and between Region 14 ESC and Vendor, as may be amended from time to time in accordance with the terms thereof (the "Master Agreement"), for the purchase of IT Security Products and Data Protection Solutions;

WHEREAS, said Master Agreement provides that any state, city, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution, other government agency or nonprofit organization (hereinafter referred to as "public agency" or collectively, "public agencies") may purchase products and services at the prices indicated in the Master Agreement;

WHEREAS, NCPA has the administrative and legal capacity to administer purchases under the Master Agreement to public agencies;

WHEREAS, NCPA serves as the administrative agent for Region 14 ESC in connection with other master agreements offered by NCPA

WHEREAS, Region 14 ESC desires NCPA to proceed with administration of the Master Agreement;

WHEREAS, NCPA and Vendor desire to enter into this Agreement to make available the Master Agreement to public agencies on a national basis;

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, NCPA and Vendor hereby agree as follows:

General Terms and Conditions

- The Master Agreement, attached hereto as Exhibit 1 and incorporated herein by reference as though fully set forth herein, and the terms and conditions contained therein shall apply to this Administration Agreement except as expressly changed or modified by this Administration Agreement.
- NCPA shall be afforded all of the rights, privileges and indemnifications afforded to Region 14

ESC under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to NCPA under this Administration Agreement including, but not limited to, Contractor's obligation to provide appropriate insurance and certain indemnifications to Region 14 ESC.

- Contractor shall perform all duties, responsibilities and obligations required under the Master Agreement in the time and manner specified by the Master Agreement.
- NCPA shall perform all of its duties, responsibilities, and obligations as administrator of purchases under the Master Agreement as set forth herein, and Contractor acknowledges that NCPA shall act in the capacity of administrator of purchases under the Master Agreement.
- With respect to any purchases made by Region 14 ESC or any Participating Agency pursuant to the Master Agreement, NCPA (a) shall not be construed as a dealer, re- marketer, representative, partner, or agent of any type of Contractor, Region 14 ESC, or such Participating Agency, (b) shall not be obligated, liable or responsible (i) for any orders made by Region 14 ESC, any Participating Agency or any employee of Region 14 ESC or Participating Agency under the Master Agreement, or (ii) for any payments required to be made with respect to such order, and (c) shall not be obligated, liable or responsible for any failure by the Participating Agency to (i) comply with procedures or requirements of applicable law, or (ii) obtain the due authorization and approval necessary to purchase under the Master Agreement. NCPA makes no representations or guaranties with respect to any minimum purchases required to be made by Region 14 ESC, any Participating Agency, or any employee of Region 14 ESC or Participating Agency under this Administration Agreement or the Master Agreement.
- With respect to any supplemental agreement entered into between a Participating Agency and Contractor pursuant to the Master Agreement, NCPA, its agents, members and employees shall not be made party to any claim for breach of such agreement.
- This Administration Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this Administrative Agreement which is not contained herein shall be valid or binding.
- Upon Vendor's corporate marketing/compliance prior review and approval, and subject to the requirements of the brand usage guidelines located at https://brand.delltechnologies.com/logos/, Vendor agrees to allow Customer to use their name and logo within Customer-maintained websites, marketing materials and advertisements. Any use of NCPA name and logo or any form of publicity regarding this Administration Agreement or the Master Agreement by Contractor must have prior approval from NCPA.
- If any action at law or in equity is brought to enforce or interpret the provisions of this Administration Agreement or to recover any administrative fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which such party may be entitled.
- Neither this Administration Agreement nor any rights or obligations hereunder shall be assignable by Contractor without prior written consent of NCPA, provided, however, that the Contractor may, without such written consent, assign this Administration Agreement and its rights and delegate its obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or business related to this Administration Agreement, or in the event of its merger, consolidation, change in control or similar transaction. Any permitted assignee shall assume all assigned obligations of its assignor under this Administration Agreement.
- This Administration Agreement and NCPA's rights and obligations hereunder may be assigned at NCPA's sole discretion, to an existing or newly established legal entity that has the authority and capacity to perform NCPA's obligations hereunder.

Term of Agreement

This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however,

that the obligation to pay all amounts owed by Vendor to NCPA through the

termination of this Agreement and all indemnifications afforded by Vendor to NCPA shall survive the term of this Agreement.

Fees and Reporting

The awarded vendor shall electronically provide NCPA with a detailed quarterly report showing the dollar volume of all sales under the contract for the previous quarter. Reports are due on the fifteenth (15th) day after the close of the previous quarter. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating members and submit one (1) report. The report shall include at least the following information as listed in the example below:

Entity Name	Zip Code	State	PO or Job #	Sale Amount

Total _____

Dell Response:

Dell agrees to discuss and negotiate the terms of the Administration Agreement and the administration fee upon award. Typically, reporting is available 30 days after the close of the previous quarter.

Each quarter NCPA will invoice the vendor based on the total of sale amount(s) reported. From the invoice the vendor shall pay to NCPA an administrative fee based upon the tiered fee schedule below. Vendor's annual sales shall be measured on a calendar year basis. Deadline for term of payment will be included in the invoice NCPA provides.

Annual Sales Through Contract	Administrative Fee
0 - $30,000,000	2%
$30,000,001 - $50,000,000	1.5%
$50,000,001+	1%

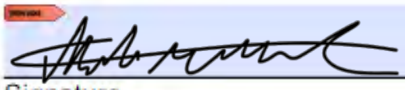
Dell Response:

Dell agrees to discuss and negotiate the terms of the Administration Agreement and the administration fee upon award.

Supplier shall maintain an accounting of all purchases made by Public Agencies under the Master Agreement. NCPA and Region 14 ESC reserve the right to audit the accounting for a period of four (4) years from the date NCPA receives the accounting. In the event of such an audit, the requested materials shall be provided at the location designated by Region 14 ESC or NCPA. In the event such audit reveals an under reporting of Contract Sales and a resulting underpayment of administrative fees, Vendor shall promptly pay NCPA the amount of such underpayment, together with interest on such amount and shall be obligated to reimburse NCPA's costs and expenses for such audit.

Dell Acknowledges.

ACKNOWLEDGMENT OF CONTRACTOR REQUIREMENTS

National Cooperative Purchasing Alliance Organization	Dell Marketing L.P. Vendor Name
Matthew Mackel Name	Stacey Skala Name
Director, Business Development Title	Proposal Manager Title
PO Box 701273 Address	One Dell Way Address
Houston, TX 77270 Address	Round Rock, TX 78682 Address
 Signature	 Signature
December 1, 2022 Date	11-16-2022 Date

Dell agrees to discuss and negotiate the terms of the Administration Agreement and the administration fee upon award.

Dell respectfully requests the following modifications to the terms provided Tab 1 and Tab 2 of Solicitation Number 45-22 for Technology Solutions. Dell also requests that the additional terms provided be incorporated into any final contract resulting from award of this solicitation. As needed, Dell agrees to enter into good faith negotiation of mutually agreeable terms.

Tab 3 - Vendor Questionnaire

TAB 3
VENDOR QUESTIONAIRE

Please provide responses to the following questions that address your company's operations, organization, structure, and processes for providing products and services.

Locations Covered

- Bidder must indicate any and all locations where products and services can be offered.
- Please indicate the price co-efficient for each location if it varies.

☑ **All 50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)			
☐ Alabama	☐ Illinois	☐ Montana	☐ Rhode Island
☐ Alaska	☐ Indiana	☐ Nebraska	☐ South Carolina
☐ Arizona	☐ Iowa	☐ Nevada	☐ South Dakota
☐ Arkansas	☐ Kansas	☐ New Hampshire	☐ Tennessee
☐ California	☐ Massachusetts	☐ New Jersey	☐ Texas
☐ Colorado	☐ Michigan	☐ New Mexico	☐ Utah
☐ Connecticut	☐ Minnesota	☐ New York	☐ Vermont
☐ Delaware	☐ Mississippi	☐ North Carolina	☐ Virginia
☐ D.C.	☐ Missouri	☐ North Dakota	☐ Washington
☐ Florida	☐ Kentucky	☐ Ohio	☐ West Virginia
☐ Georgia	☐ Louisiana	☐ Oklahoma	☐ Wisconsin
☐ Hawaii	☐ Maine	☐ Oregon	☐ Wyoming
☐ Idaho	☐ Maryland	☐ Pennsylvania	

☐ **All U.S. Territories and Outlying Areas** (Selecting this box is equal to checking all boxes below)	
☐ American Somoa	☐ Northern Marina Island
☐ Federated States of Micrones	☐ Puerto Rico
☐ Guam	☐ U.S. Virgin Islands
☐ Midway Islands	

*Dell is willing to discuss this agreement to US Territories and outlying areas; however, such an extension will be subject to international terms and conditions

☐ **All Canada Provinces and Territories** (Selecting this box is equal to checking all boxes below)	
☐ Alberta	☐ Prince Edward Island
☐ British Columbia	☐ Quebec
☐ Manitoba	☐ Saskatchewan
☐ New Brunswick	☐ Northwest Territories
☐ Newfoundland and Labrador	☐ Nunavut
☐ Nova Scotia	☐ Yukon
☐ Ontario	

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to public agencies in Canada? If no or maybe, please explain.

☐ Yes ■ Maybe ☐ No * Please refer to the last page of Tab 3

If awarded a Master Agreement, will your company extend the terms offered in your Proposal to private sector customers?

☐ Yes ■ Maybe No

Dell or its affiliates can extend its terms or related offerings under the NCPA contract private entities if they are private education institutions or not for profit entities. Any decision regarding such extension shall be made by Dell and its affiliates in their sole discretion.

Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in NCPA to involve minority and women business enterprises (MWBE) and historically underutilized businesses (HUB) in the purchase of goods and services. Respondents shall indicate below whether or not they are an M/WBE or HUB certified.

☐ Minority/Women Business Enterprise
Respondent Certifies that this firm
a Minority / Women Business Enterprise

☐ Historically Underutilized Business
Respondent Certifies that this firm is a
Historically Underutilized Business

Small Business, MWBE and HUB Growth

If Proposer is a Large, National or Multinational Organization/Corporation, what programs are in place that partners or supports the growth of small and MWEB and HUB business? If yes, please describe.

☐ N/A, we are a recognized small, MWEB or HUB organization

☐ No, we do not have any programs in place.

■ Yes, we have programs in place.

Please see Appendix C for Dell's Supplier Diversity Program

Residency
Responding Company's principal place of business is in the city of Round Rock, State of Texas.

Felony Conviction Notice
Please Check Applicable Box (If the 3rd box is checked, a detailed explanation of the names and convictions must be attached):

- [x] A publicly held corporation; therefore, this reporting requirement is not applicable.
- [ ] Is not owned or operated by anyone who has been convicted of a felony.
- [ ] Is owned or operated by the following individual(s) who has/have been convicted of a felony

Distribution Channel
Which best describes your company's position in the distribution channel:

- [x] Manufacturer Direct
- [ ] Certified education/government reseller
- [ ] Authorized Distributor
- [ ] Manufacturer marketing through reseller
- [ ] Value-added reseller
- [ ] Other: _____

Processing Contact Information

Contact Person	Katherine Dunay
Title	Contracts Manager
Company	Dell
Address	One Dell Way
City/State/Zip	Round Rock, Texas 78682
Phone	(512) 720-3222
Email	katherine_dunay@dell.com

Pricing Information
In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing. If answer is no, attach a statement detailing how pricing for NCPA participants would be calculated for future product introductions.

- [x] Yes
- [ ] No

Please see pricing notes on Tab 7

Pricing submitted includes the required NCPA administrative fee. The NCPA fee is calculated based on the invoice price to the customer.

☑ Yes ☐ No

Dell agrees to discuss and negotiate the terms of the Administration Agreement and the administration fee upon award.

Tab 4 - Vendor Profile

Please provide the following information about your company:

- Company's official registered name.

  Dell Marketing L.P.

- Brief history of your company, including the year it was established.

  Dell Response:

  Headquartered in Round Rock, Texas Dell was established in 1984 by Michael Dell at the University of Texas

  Dell was founded in 1984 by Michael Dell in his dorm room at the University of Texas. In 1988, Dell became publicly traded under the name Dell Computer Corporation. The Company was incorporated in the state of Delaware on January 31, 2013, under the name Denali Holding Inc. in connection with Dell's going-private transaction by Michael Dell and Silver Lake Partners, which was completed in October 2013. In 1979, Richard Egan and Roger Marino, university roommates, quit their jobs and founded EMC in Newton, Massachusetts. In September 2016, EMC Corporation became part of the Dell Technologies family of companies and was renamed Dell EMC. In December 2018, Dell Technologies Class C common stock (NYSE: DELL) began trading on the New York Stock Exchange.

1979	Richard Egan and Roger Marino - former university roommates - quit their jobs and founded EMC in Newton, Massachusetts, five years before Michael Dell's vision was materialized.
1984	At age 19, Michael Dell founded PC's Limited with $1,000 and a game-changing vision for how technology should be designed, manufactured and sold. As a pre-med freshman at the University of Texas at Austin, Michael starts Dell, then doing business as PC's Limited.
1985	Dell designs and builds their first computer system, the Turbo PC, featuring an Intel 8088 processor running at 8MHz, a 10MB hard drive and a 5.25" floppy drive. The company establishes customer experience as a Dell differentiator with risk-free returns and next-day, at-home product assistance, among the first in our industry.
1989	Dell joins the mobile computing revolution with its first laptop computer, the 316LT.
1992	Dell debuts on the Fortune 500. Michael becomes the youngest CEO to lead a company that receives this honor.
1996	The company takes sales online in 1996, setting the bar for ecommerce worldwide. Dell rapidly expands its global operations by opening the first Asia-Pacific Customer Centre in Penang, Malaysia.
1997	EMC's great global presence is materialized as they are named worldwide open storage market leader.

2000	Internet sales on dell.com reach $40 million a day, making it one of the highest-volume ecommerce sites in the world. Recognizing early on the need and opportunity for mobility in IT, Dell incorporates built-in WiFi for on-the-go internet access for our customers.
2001	It's a year of firsts as Dell becomes the No. 1 computer systems provider worldwide and reaches No. 1 in U.S. Intel-based server shipments. Dell inks an agreement with storage leader EMC to enable more affordable enterprise-class storage area network solutions for customers of all sizes.
2005	Dell tops the list of "America's Most Admired Companies" in Fortune Magazine. Furthering our commitment to the environment, Dell OptiPlex desktop line of products features a lead-free motherboard, power supply and chassis.
2006	EMC opens a new software development centre in Shanghai—the company's first China-based research and development facility.
2010	Dell acquires key IP in storage, systems management, cloud computing and software: Boomi, Exanet, InSite One, KACE, Ocarina Networks, Scalent and Dell Compellent. Dell is the No. 1 healthcare information technology services provider in the world according to Gartner, Inc. and wins more than 300 industry awards in 2010. The company accelerates enterprise customers' move to the cloud with Dell Virtual Integrated Systems solutions, based on open architecture solutions that focus on interoperability and extending the legacy investments of our customers. Dell enters the tablet arena with the Streak, a 5-inch device designed to provide the best on-the-go entertainment, social connection and navigation experience. Newsweek names Dell the greenest company in America.
2013	Michael Dell and private equity firm Silver Lake Partners buy back Dell from public shareholders to accelerate its solutions strategy and to focus on the innovations and long-term investments with the most customer value. One year post-privatization, Dell is the fastest growing, large integrated IT company in the world with revenue growth across our businesses and PC and server share gains outpacing the market.
2014	Investments in our strategy continue with the acquisition of data analytics leader StatSoft and breakthrough enterprise innovations like our 13th generation of PowerEdge servers and FX Series converged infrastructure solutions. Dell is the global storage leader in total terabytes sold and sets the new industry standard for value with the SC4020 All Flash Array. Our corporate responsibility leadership garners global accolades with the Keep America Beautiful Vision for America Award, Accenture Circular Economy Pioneer Award, and a spot on Ethisphere Institute's list of the World's Most Ethical Companies.
2015	Customer satisfaction rates reach record highs as customers feel the effects of Dell's singular focus as a private company.
2016	The Dell journey and the EMC journey join to reach customers and their great ideas globally and to drive human progress. The newly combined Dell Technologies marks the completion of the biggest tech deal in history.
2021	Dell Technologies completed the spinoff of VMware forming two standalone public companies.

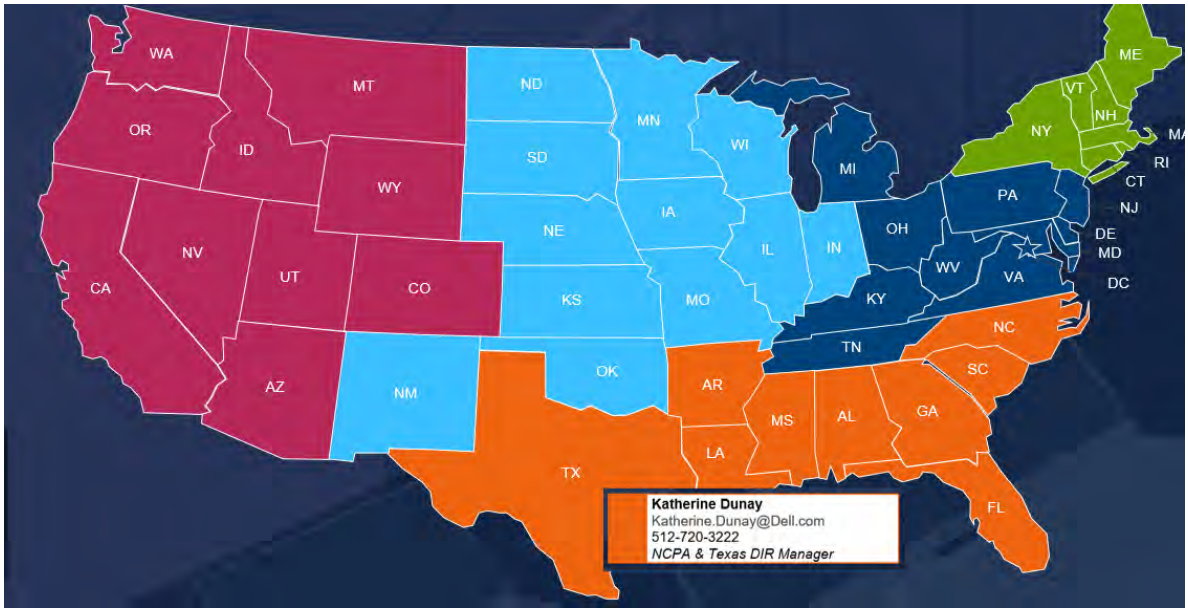
- Company's Dun & Bradstreet (D&B) number.
  Dell Marketing L.P. D & B #: 87-793-6518

- Company's organizational chart of those individuals that would be involved in the contract.

Dell Response:

By working with Dell Technologies, you can be assured NCPA and customer agencies will have access to the highest quality talent and support from experts who specialize in the public sector and education markets.

Contract Program Managers: Experienced Contract Program Managers (CPM) are assigned to large contracts to ensure contract compliance and reporting activities. CPM will also aid in marketing the contract to our SLED account team members leading to increased adoption within the State. Katherine Dunay, who currently serves as the CPM for NCPA will continue to serve as the main Point of Contact.



- **Contract Management and Compliance** - Manage the Contract and relationships with State Procurement Officers to ensure compliance with all state requirements. Design, manage, and maintain contractually required internal websites for contracts.
- **Partner Management** - Manage contracts for partner companies, including partner agreements, amendments, and compliance requirements and reports.
- **Audit** - Conduct contract audits to ensure that all data has been reported accurately and can be supported internally through a verifiable audit trail. Conduct audits of customer sales for issues regarding rebates, returns, and contract pricing.
- **Sales Training & Consultation** - Create and conduct custom presentations for training purposes given to sales partners, sales teams, and other internal departments. Consult with

customers and sales on the most appropriate contract options based on scope, pricing, contract terms and language.

- **Operations** - Analyze business processes and implement changes to enable better customer service to our end customers. Created an automated process in Access to generate custom contract price lists based on contractual requirements.

- Corporate office location.
  - List the number of sales and services offices for states being bid in solicitation.
  - List the names of key contacts at each with title, address, phone and e-mail address.

Dell Response:

Dell has 46 offices in the US. Key contacts servicing each customer agency can be provided by the Contract Program Manager, upon request.

At the heart of our customer service capabilities are our Customer Service Centers, giving you instant access to experts skilled in the latest technologies. Support and Operations Centers are located throughout the world in locations including the following primary centers: **Boston Area in Massachusetts; Seattle, Washington, Bay Area in California; Draper Utah; Research Triangle Park NC, Burlington,** Ontario; Barueri, Brazil; Cork, Ireland; Cairo, Egypt; Tokyo, Japan; Bangalore, India; Shanghai, China, and Sydney Australia.

1465 North
Scottsdale Road,
Suite 450
SkySong 5
Scottsdale
Arizona
85257

4 McKissic Creek
Road
Suite 6
Bentonville
Arkansas
72712

14591 S.W. 120th
Street
Miami
Florida
33186

50 Constitution
Boulevard
Franklin
Massachusetts
02038

430 Cowper Street
Suite 200
Palo Alto
California
94301

135 Technology
Drive
Suites 100,150,200 &
250
Irvine
California
92618

10010 Junction
Drive
Annapolis Junction
Maryland
20701

55 Constitution
Boulevard
Franklin
Massachusetts
02038

5450 Great
America Parkway
Santa Clara
California
95054

440 First Street,
NW
Suite 820
Washington DC
District of
Columbia
20001

777 Virginia Road
Concord
Massachusetts
01742

109 Constitution
Boulevard
Franklin
Massachusetts
02038

111 Constitution Boulevard
Franklin Industrial Park
Franklin
Massachusetts
02038

42 South Street
Hopkinton
Massachusetts

228 A/B South Street
Hopkinton
Massachusetts
01748

228 C South Street
Hopkinton
Massachusetts
01748

7615 Smetana Lane
Eden Prairie
Minnesota
55344-3712

7625 Smetana Lane
Eden Prairie
Minnesota
55344

1 Penn Plaza
Suite 2920
New York City
New York
10119

1404 Park Center Dr.
Austin
Texas
78754

4309 Emma Browning Avenue
Austin
Texas
78719

01748

108 South Street
Hopkinton
Massachusetts
01748

117 South Street
Hopkinton
Massachusetts
01748

5800 Technology Drive
Apex
North Carolina
27539

4121 Surles Court
Durham
North Carolina
27703

62 TW Alexander Drive
Research Triangle Park
North Carolina
27709

3501 SW 15th Street, Bldg A
Oklahoma City
Oklahoma
73108

3501 SW 15th Street, Bldg B

701 E. Parmer Lane, Bldg PS3
Austin
Texas
78753

701 E. Parmer Lane, Bldg PS3B
Austin
Texas
78753

171 South Street
Hopkinton
Massachusetts
01748

176 South Street
Hopkinton
Massachusetts
01748

Oklahoma City
Oklahoma
73108

1 Dell Parkway
Nashville
Tennessee
37217

1225 Alma Road
Suite 160
Richardson
Texas
75081

200 Dell Way (RR5)
Round Rock
Texas
78682

12500 Tech Ridge Boulevard, Bldg PS4
Austin
Texas
78753

701 E. Parmer Lane, Bldg PS2
Austin
Texas
78753

9715 Burnet Road
Metric - 7, Suite 300
Austin
Texas
78758

5822 Cromo Drive
El Paso
Texas
79912

2300 Greenlawn Boulevard (RR3E)
Round Rock
Texas
78682

2300 Greenlawn Boulevard (RR3)
Round Rock
Texas
78682

2401 Greenlawn Boulevard (RR7)
Round Rock
Texas
78682

2401 Greenlawn Boulevard (RR8)
Round Rock
Texas
78682

401 Dell Way (RR1)
Round Rock
Texas
78682

501 Dell Way (RR2)
Round Rock
Texas
78682

501 Dell Way (RR2W)
Round Rock
Texas
78682

501 Dell Way (RR2E)
Round Rock
Texas
78682

9830 Colonnade Boulevard
Suite 380
San Antonio
Texas
78230

13197 South Frontrunner Boulevard
Draper
Utah
84020

8444 Westpark Drive
Floors 1, 3, 7, 8 & 9
Mclean
Virginia
22102

505 First Avenue South
4th Floor
Seattle
Washington
98104

- Define your standard terms of payment.

Dell Response:

Customer must pay Supplier's invoices in full and in the same currency as Supplier's quote within the time noted on Supplier's invoice, or if not noted, then within 30 days after the date of the invoice, with interest accruing after the due date at the lesser of 1.5% per month or the highest lawful rate. Supplier may invoice parts of an Order separately or together in one invoice. All invoice terms will be deemed accurate unless Customer advises Supplier in writing of a material error within 10 days following receipt. If Customer advises Supplier of a material error, (a) any amounts corrected by Supplier in writing must be paid within 14 days of correction, and (b) all other amounts shall be paid by Customer by the due date. If Customer withholds payment because Customer believes an invoiced amount is incorrect, and Supplier concludes that the amount is accurate, Customer must pay interest on the unpaid disputed amount from the due date until Supplier's receipt of payment. Customer may not offset, defer or deduct any invoiced amounts that Supplier determines are correct following the notification process stated above. Supplier, without waiving any other rights or remedies and without liability to Customer, may suspend Services until all overdue amounts are paid in full.

- Who is your competition in the marketplace?

Dell Response:

Dell Technologies offers one of the broadest portfolios of IT Solutions and Services. Our competition differs depending on the product or service being offered.

The technology market is increasingly competitive, but we don't see one single company or set of companies as our key competitors. Our business is diverse and strong, and we see ourselves in a truly differentiated position in the eyes of our customers. There really is not another company like Dell Technologies out there that can address so many customers needs today and in the future.

- What differentiates your company from competitors?

  To find information on how Dell products and solutions compare against competition across a broad mix of head-to-head product comparisons, third party competitive research, compelling blogs and customer stories to make an informed purchase decision, visit the link below.

  https://www.dell.com/en-us/dt/what-we-do/competitor-comparisons.htm

- Describe how your company will market this contract if awarded.

  Dell Response:

  Dell Technologies has successfully partnered with NCPA to help its members agencies meet their technology needs. In continuing with this tradition, Dell Technologies will provide a multi-channel plan to market and promote the NCPA Contract.

Supportive of our marketing strategies and communication for the NCPA Contract will be our SLED Strategists who are former government employees or educators. Our Strategy team members are well versed in Technology Solutions for Government and Education, and act as advisors, guides, and champions for the NCPA affiliated State and Local Government and Education Institutions.

Our marketing approach will focus on contract education to ensure optimal utilization by Dell Sales Teams.

Dell Technologies Marketing & Communication Plan for the NCPA Contract

Internal Marketing/Sales Enablement

- Dell Technologies SLED Strategists will conduct presentations to all Dell Sales Teams supporting Education and State & Local Government.
- SLED Strategy Team and Contracts Program Management Office hold monthly calls with our Education and Public Sales Teams – this will provide both an initial and on-going contract update forum.
- Dell Technologies will develop a NCPA Contract Release / Marketing document which outlines the scope of the contract, usage eligibility and contract ordering specifics for Dell Technology Teams.
- Dell Technologies will develop an internal web-based resource to provide details on the NCPA Contract for use by Dell Sales Teams.
- Dell Technologies will add the NCPA contract to the list of nationally available contracts within the public sector and present it during the monthly sales training on contracts.
- Dell Technologies, based on NCPA approval, will cascade all training and messaging to our Dell Sales Teams working with Education and Public Sector customers.

External Marketing/Sales Enablement

- Dell Technologies Public Sector Account Teams will promote the NCPA contract with their customers within the NCPA region with awareness flyers that show the value of the NCPA contract over list price.
- Dell Technologies will develop, host and maintain a public-facing website with information on NCPA contract use, pricing, sales contacts, and reseller contacts.
- Dell Technologies, based on NCPA approval, will work with the Value-Added Reseller community to expand the contract for their use in supporting NCPA members. This will be an extension of our current practice with the Dell NCPA Contract.
- Dell Technologies will work with NCPA to develop Contract Communication Strategies tied to Regional SLED Events. An example would be contract marketing material for use at the “TECH Talk Live” event in Pennsylvania.

- Describe how you intend to introduce NCPA to your company.

Dell Response:

Dell has been on the NCPA contract for over a decade and our contract support teams and sales teams are very familiar with NCPA.

Contract Program Managers (CPM), Regional Account Managers and SLED Strategists are well versed in our SLED contracts. When a customer wants to make a purchase, these team members work with the Account Executive to identify the appropriate contract vehicle to enable the sale.

- **Regional Account Management**: Our regional account teams consists of general, technical, and specialty sales team members, and Dell Financial Services that will serve as the main point of contact for pre-sales design/pricing and post-sale account management activities.
- **State, Local and Education (SLED) Strategists:** Our strategists are industry veterans who have extensive experience working in universities/public agencies and have led transformation projects. They will serve as advisors to assist customers with their transformation journey.

- Describe your firm's capabilities and functionality of your on-line catalog / ordering website.

Dell Response:

Dell Premier offers a suite of complementary tools designed to simplify and expand access to IT purchasing, discover insights for better asset management, and give you autonomy and control of the procurement process.

To learn more about Premier, visit: https://www.dell.com/en-us/dt/premier-solutions/index.htm

Using Dell Premier, you can:

- Shop a complete line of fully customizable business-class products, software & accessories.
- Set company-wide standards for product configurations, custom services and shipping options and purchase at your organization's negotiated rate.
- Prepare and save system configurations as an eQuote for repeat or future purchase at a later date.
- Retrieve and purchase sales-created quotes
- Purchase parts and upgrades for your existing hardware
- Retrieve detailed invoice, open order and purchase history reports or build your own report.
- Manage what users can see and do with defined access groups and user roles.
- Access your personalized Account page to manage your day-to-day account needs, like your address book, user access levels, reporting, and more. Orders that are placed via Dell Premier write frictionless to Dell's order management system, which means our customers typically receive their orders quicker and with less errors.
- You can also use the Dell Premier local online or global platform to integrate into your existing ERP or ITSM system.

A complete description can be found in Appendix D - Dell Premier for IT Procurement Overview

- Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Dell Response:

Dell Technologies offers services in over 170 locations globally, including a direct service presence in more than 83 locations. Our technical support team is comprised of more than 7,500 technical support representatives and is backed by over 37,000 Dell Technologies services professionals.

At the heart of our customer service capabilities are our Customer Service Centers, giving you instant access to experts skilled in the latest technologies. Support and Operations Centers are located throughout the world in locations including the following primary centers: Boston Area in Massachusetts; Seattle, Washington, Bay Area in California; Draper Utah; Research Triangle Park NC, Burlington, Ontario; Barueri, Brazil; Cork, Ireland; Cairo, Egypt; Tokyo, Japan; Bangalore, India; Shanghai, China, and Sydney Australia.

Collaboration is also important, and our 12 Centers of Excellence and Joint Solutions Centers deliver in-house collaboration and industry-leading levels of support, leveraging Dell Technologies' alliances with leading application providers such as Oracle and Microsoft. Beyond this, we have deep partnerships with industry leaders and many cooperative support agreements to accelerate time to resolution for joint customers.

Customer Service boasts customer satisfaction ratings among the highest in the industry and has been widely recognized for leading the industry in established best practices, including best use of measurements and metrics. Dell Technologies has received over 40 Technology Services Industry Association (TSIA) Star Awards—and is a five-time recipient of the TSIA Hall of Fame Award–an accomplishment achieved by only one other company.

Support center coverage is 24/7 worldwide with support coverage delivered according to the customer's selected coverage. If onsite service is needed, the covering support center contacts the local field service representative (24x7 for high-availability contracts), which handles the case according to our formal escalation policy. For more information visit us on the Dell Technologies website:

https://www.delltechnologies.com/en-us/services/support-services/index.htm

Service is provided to customers based on their warranty and maintenance contract terms and their selected support maintenance option.

Contact Customer Service:

U.S.: 1-800-782-4362 **Canada:** 1-800-543-4782

Local dial numbers outside of U.S. and Canada can be found here: Dell Customer Support Centers Phone list

Hours of Operation: 7 x 24 x 365

For more information visit: Dell Technologies Contact Us

Customers in the USA can access Customer Support from Dell.com (http://www.dell.com/support/home/us/en/19?c=&l=&s=)

Dell.com/support is an online support site with a number of tools that can be utilized by Dell customers. The content and site language is customized by country/region. You can select and default your home country or region at the bottom of the main page. Examples of the site functions are below. Some of these modules are not available in all countries.

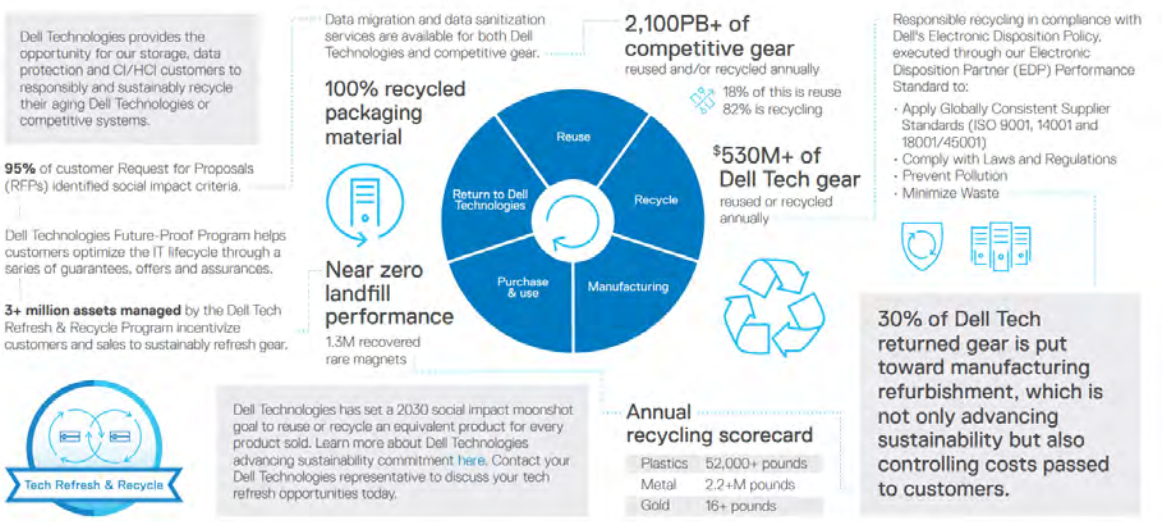
- Product Support
- Software Licenses
- Warranty & Contracts
- Order Support
- Support Videos
- Online Customer Care
- Dell Download Center and Drivers
- Service Request
- Comprehensive records for inventory management

- Green Initiatives (if applicable)

  As our business grows, we want to make sure we minimize our impact on the Earth's climate. We are taking every step we can to implement innovative and responsible environmental practices throughout NCPA to reduce our carbon footprint, reduce waste, energy conservation, ensure efficient computing and much more. To that effort we ask respondents to provide their companies environmental policy and/or green initiative.

Dell Response:

Our 2030 Moonshot Goal for Social Impact focuses on four key areas with Advancing Sustainability being one of them - By 2030, for every product a customer buys, we will reuse or recycle an equivalent product. 100% of our packaging will be made from recycled or renewable material. More than half of our product content will be made from recycled or renewable material. Tech Refresh and Recycle is one of the many ways in which we are striving to achieve our sustainability goals.



Dell Asset Resale & Recycling Services

We help our customers resell, recycle, or return your excess computer equipment in a secure and environmentally conscious manner that complies with local regulatory guidelines. We meet or exceed all international standards such as the Basel Convention, EU WEEE directives and US environmental and data disposal laws (RCRA, CERCLA, SARA, HIPAA, GLB and CISL). To protect your company's assets and reputation in this area, we help ensure that sensitive information does not fall into the wrong hands while also promoting environmental stewardship.

- **Environmental stewardship:** Systems with no value are recycled in adherence with local regulatory guidelines such as the EPA and WEEE legislation and waste regulations.
- **Brand protection:** We can help you avoid the negative publicity that comes from a disposal process that goes wrong.
- **Retire multi-vendor assets:** Our services can be applied to all IT assets regardless of brand.

Asset Recycling

We encourage our customers to recycle their end-of-life assets. Dell will handle the logistics of properly disposing the excess equipment in an environmentally sensitive way. During the recycling process, IT components are broken down into primary parts with materials separated into groups of ferrous metals, precious metals, and plastics. Once divided, these materials are then sent to specific partners who specialize in the disposal of each unique material.

Asset Resale

We pick up our customers systems at designated location, ship them to our facilities, sanitize the device in alignment with NIST SP 800-88 standard, and audit the equipment to determine the value. We can also help with reselling it to a third party. Equipment that has no residual value is recycled.

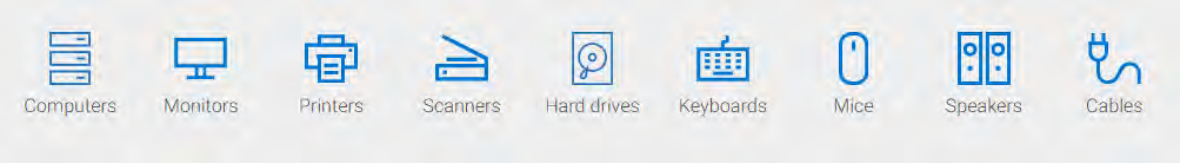
- **Onsite data sanitization option:** Provides an extra level of security because we sanitize the device in a secure environment at our customers site before it leaves your offices.

For customers who require nonstandard service or integrated deployments, Dell can provide flexible services, including custom Asset Resale and Recycling services.

Asset Records Management

We provide a detailed status report on the data sanitization and outcome of each retired system. We also can provide a Confirmation of Disposal to verify that the sanitization was successful or that the drive was shredded to prevent data recovery in the case of a non-functioning drive and that all recycling met or exceeded all local regulatory guidelines. In addition, for all equipment disposals, we provide a settlement report which lists the resell value of each piece of resold hardware and documents any other disposed equipment.

Dell Reconnect



Dell reconnect is a program that has partnered with Goodwill to keep electronics off landfills. Donate unwanted technology to Dell Reconnect and help protect the environment while supporting Goodwill mission of putting people to work. This includes chargers and cords.

- Anti-Discrimination Policy (if applicable)
  - Describe your organizations' anti-discrimination policy.

Dell Response:

Diversity, inclusiveness and respect for all Dell employees form the basis of Dell's Winning Culture and are essential to Dell's success. Dell values each individual's distinct contribution and leverages our collective strengths to ensure that Dell remains the technology solutions company of choice for customers around the world. Please see Appendix B for Dell's Diversity and Equal Employment Opportunity Policy

- Vendor Certifications (if applicable)
  - Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to, licenses, registrations, or certifications. Certifications can include M/WBE, HUB, and manufacturer certifications for sales and service

Dell Response:

Dell is registered in the State of Texas through the Secretary of State office registration #6260510

Please See Appendix G for requested documents.

Tab 5 - Products and Services / Scope

Respondent shall perform and provide these products and/or services under the terms of this agreement. The supplier shall assist the end user with making a determination of their individual needs.

Warranty

Proposal should address the following warranty information:

- Applicable warranty and/or guarantees of equipment and installations including any conditions and response time for repair and/or replacement of any components during the warranty period.
- Availability of replacement parts
- Life expectancy of equipment under normal use
- Detailed information as to proposed return policy on all equipment

Dell Response

Please see Appendix E for Dell's Limited Hardware Warranty, and Appendix F for Dell's Return Policy. These can also be reviewed at the following links.

Dell Limited Hardware Warranty

Dell US Return Policy

Products

- Vendor shall provide equipment, materials and products that are new unless otherwise specified, of good quality and free of defects

Dell Response

Dell confirms that initial purchases will be new products. Dell uses new and refurbished parts made by various manufacturers in performing warranty repairs and in building replacement parts and products. Refurbished parts and products are parts or products that have been returned to Dell, some of which were never used by a customer. All parts and products are inspected and tested for quality. Replacement parts and products are covered for the remaining period of the limited hardware warranty for the product you purchased. Dell owns all parts removed from repaired products and, in most instances, you will be required to return defective parts to Dell.

Construction

- Vendor shall perform services in a good and workmanlike manner and in accordance with industry standards for the service provided.

The following is a list of suggested (but not limited to) Technology Solutions, Products and Services categories. List all categories along with manufacturer that you are responding with:

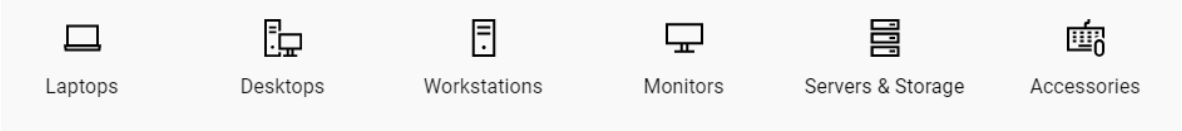
Products

- Laptops / Notebooks / 2-in-1s
- Tablets
- Desktop Computers
- Workstations – Fixed and Mobile
- Gaming Devices
- Chromebooks – Education and Enterprise

- Servers
- High Performance Computing
- Data Storage / Drives
- Converged Infrastructure
- Hyper Converged Infrastructure
- Cloud Products
- Software
- Security Solutions
- Data Protection HW / SW
- Networking
- Internet of Things (IOT)
- Sensors & Edge Devices
- Printers & Accessories
- Digital Imaging – Cameras / Scanner
- Keyboard / Mice / Input Devices
- Memory / System Components
- Displays / Large Format Displays / Interactive Flat Panels
- Spare Parts
- Accessories / Cables
- Battery Back-up / Power / Surge Protectors
- Sound / Multimedia
- Telecommunications Products
- Video – Monitors / Cards / Projector
- Interactive Whiteboards
- Commercial-Off-the-Shelf (COTS) Software
- Software-as-a-Service (SaaS)
- Infrastructure-as-a-service (IaaS)
- Platform-as-a-Service (PaaS)
- Software Licensing and Maintenance Agreements
- Subscription Based Software Licenses
- Software Related Services

Dell Response

Dell is responding to this RFP with Dell OEM products. We offer a wide portfolio of products that includes:



Our Industry Specific Solutions can be found at:

- State and Local Government - https://www.dell.com/en-us/dt/industry/state-local-government/index.htm
- Higher Education - https://www.dell.com/en-us/dt/industry/higher-education/index.htm
- K-12 Schools - https://www.dell.com/en-us/dt/industry/education/index.htm#cobrand=intel

End User Computing and Peripherals

Desktop, Workstation Hardware

Standard Business Class Desktop, Workstation configuration

We recommend our OptiPlex 5000 and 7000 series Desktops. OptiPlex are the world's most intelligent PC's with built-in artificial intelligence. OptiPlex 5000 and 7000 series desktops learn and adapt to how you work with the intelligence of Dell Optimizer Express Response, which optimizes the performance of the user's top 5 apps so they can work at their full potential and increase productivity.

Specialty Class Desktop, Workstation configuration

We recommend our Precision 5000 and 7000 series Tower, Small Form Factor and Micro Form Factor PCs. Precision offers best in class Innovative Design, Intelligent Performance, Mission Critical Reliability and Immersive Productivity.

Laptop Hardware

Standard Mobile Laptop configuration:

We recommend our 3000 and 5000 series Latitude laptops for a Standard Mobile Laptop experience. Latitude offers industry-leading Innovative Design, Intelligent Collaboration & Connectivity and Sustainability features. Latitude laptops come in 13", 14" and 15" form factors.

Ultrabook Laptop configuration:

We recommend our 7000 or 9000 series Latitude laptops for a Ultrabook Laptop experience. Latitude products are smaller and lighter than ever with narrow border screens featuring ComfortView Plus, a built-in solution that reduces harmful blue light while delivering excellent color.

Ruggedized Laptop configuration:

Dell's Latitude Rugged portfolio of devices offers best-in-class durability, reliability, and field productivity, with both tablet and clamshell models to choose from. Latitude Rugged systems keep you in control of your technology with the same industry-leading security, manageability, and reliability as the rest of the Dell Latitude portfolio. Dell Latitude Rugged systems are also FirstNet Ready™ with Band 14.

Mobile Workstation (Additional Offering):
We recommend Dell Precision mobile workstations as they deliver versatile designs, intelligent

performance, and mission critical reliability to conquer the industry's most demanding applications. From award-winning filmmakers and animators to state-of-the-art architects and engineers our expansive professional portfolio enables you to customize the workstation and optimize them for your creative expertise.

Gaming PC Hardware:

We recommend our Alienware and G-Series laptops and our recommendations for desktops would be the Aurora line (R12, R13, R14) and for laptops would be the M15/M17 (R5, R6) or the X15/X17 (R1). Alienware is the gold-standard when considering gaming devices. Unmatched power and design with leading-edge materials and exceptional engineering, every Alienware device is built to reject limits.

Tablet Devices:

We recommend our Latitude 5320 2n1 and 7320 Detachable devices. Latitude 13" devices offer the perfect balance of performance, scalability and sustainability. The 7320 is the world's most powerful, secure, and serviceable detachable and is also the most intelligent, featuring ExpressSign-in.

Enterprise Chromebooks - Latitude / Enterprise

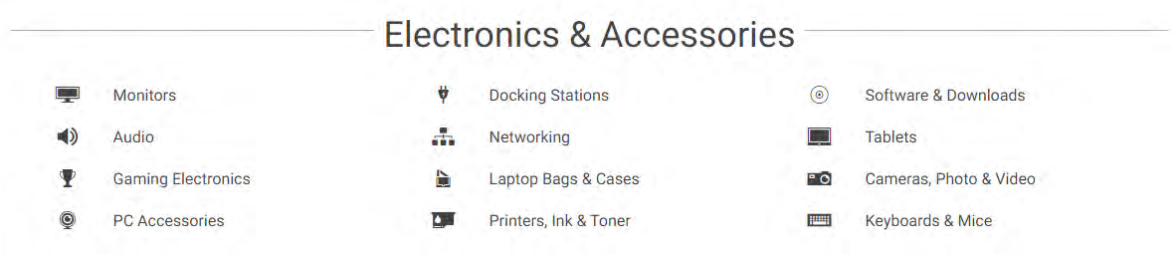
Enterprise Chromebooks are designed for durability, and some models are with a high standard of passing 17 MIL-STD 810G tests. Offering comprehensive serviceability and easy-to-upgrade RAM, storage, battery and processors so you can easily customize for your business needs.

Education Chromebooks – Student Laptops

The student version of Chromebooks is economically viable while being built to be student tough – rigorously tested beyond Mil-Std, tested to survive 5000 free fall micro-drops, while rubberized edges minimize the impact. Kid-proof keyboard and protected ports save the devices from accidental spills.

Peripherals and Accessories

Dell products are purposely built to work with multiple platforms. Our wide assortment of accessories ensure that the user fully gets to utilize our products.



In addition to Dell branded accessories, we also partner with industry-leading manufacturers to bring you a large assortment of world-class products. These manufacturers include top brands in each accessory category providing a wide assortment from premium to economic choices to suit our customer's budget.

Jabra

JBL

Logitech MK520 Wireless

Alienware RGB Gaming

Targus Drifter II Laptop

Logitech Zone Wireless

Lexmark C3224dw Color

Epson EcoTank ET-M1170

VisionTek VT1000 Dual Display

Our comprehensive accessories are listed in the table below, please note that products may be added or removed from this list:

Docks	Memory	Conference Room Solutions
Laptop Bags	Storage	Large Format Monitors
Power / UPS	Graphic Cards	Televisions
Displays and Monitors	Networking	Mounts and stands
Keyboard, Mice and Stylus	Drones	Charging Carts and Lockers
Cameras	AR/VR	Healthcare Carts / Mounts
Printers	Gaming	Furniture
Privacy Filters and Screen Protectors	Locks	Ergonomics
Audio Accessories	Cables	Home Automation

Additional accessories and options

C. Cross strap 395-BBF
D. Shoulder strap 750-AAXB
E. Spare battery charger 451-BCDF*
F. Vehicle dock DS-ELL-601
G. Keyboard cover and kickstand 580-AGLS

* Some options may not be available in all regions
' Not pictured

9

Our deep understanding of our customers working environments has helped us select and offer the best accessories for each use case. Our SLED Account Teams are experts in our customer working environment and our offerings that suit them best. Using feedback from our customers, we have worked with third parties to create custom accessories that will deliver the best integration with our products – the image above shows accessories that are designed for our Rugged product lines. These accessories are designed and tested to work in harsh environments.

The benefits of buying from Dell all your 3rd party add-on products are that Dell will provide or facilitate the warranty service and maintenance for all the products on the Master Agreement either directly or pass-through from the third-party manufacturer. This makes it a one stop shop for all your purchase, warranty and sales tracking needs.

Infrastructure Solutions

Dell leverages a modern approach that helps our customers get more value from centralized IT solutions, data lakes, predictive analytics and digital integration. Dell's capability to provide End to End solutions help institutions reduce complexity and cost. Dell transforms higher education IT environments:

- **Data Storage, Management and Protection** - Dell Technologies can streamline data management through customized enterprise content and records management, risk and compliance management,

and data protection. We also can provide digital storage designed to satisfy workload and institutional needs for efficiency, performance and scalability.

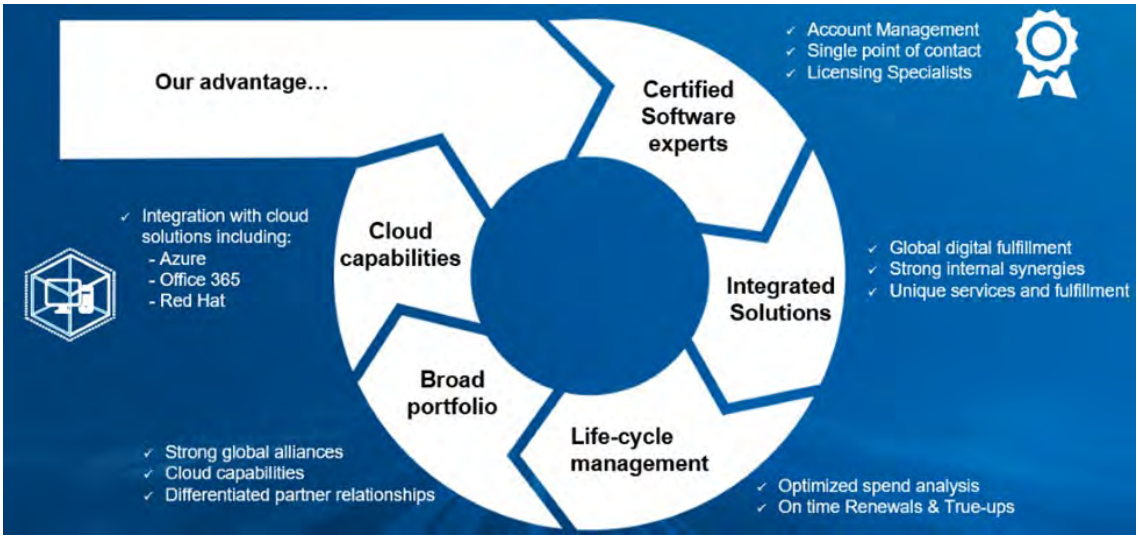
- **Modern Data Center** - Dell Technologies offers automated hyper-converged platforms to modernize higher education data centers and deliver an IT-as-a-service model. This way, institutions can provide primary IT functions to users, partners and the community as a self-service catalog, even in combination with public-cloud and managed services.
- **Digital Campus (IoT)** - Higher education can bridge information islands using Internet of Things (IoT) technologies from Dell Technologies. Our IoT experts work with universities on widely diverse projects. We also offer storage for IoT data and advanced data analytics to gain actionable insights from it.
- **Transform your High-Performance Computing** - From small institutions to some of the world's largest, researchers are pushing their discovery horizons with Dell Technologies high-performance computing (HPC) solutions.

Dell Partner Software Solutions

Dell Partner Software has been serving customers, including educational entities, since 1984, the year when Dell was founded. We make it easy to source traditional and cloud-based software licensing offerings through expertise, reach and influence. Dell Partner Software provides solutions for:

- Software Licensing and Maintenance Agreements
- Subscription Based Software Licenses
- Software Related Services

Dell's extensive experience working with software publishers and our customers enables us to efficiently navigate the complexities and processes of software licensing and help advocate for our customers. Within Dell Software, we have an entire organization dedicated to state and local government and educational accounts. This organization is staffed with capable, experienced, industry-savvy, and customer service-oriented people who understand that state and local customers have unique needs when it comes to budgeting, procurement and payment processes, dissemination of knowledge and information, and many other agency-specific items.



Dell Partner Software provides our customers with the industry's best customer experience along with a number of value-added services—all free of charge. Dell Partner Software also delivers value to our customers by making sure all members of our sales and customer service team receive ongoing training and earn industry certifications from the major manufacturers.

Dell Partner Software is the highest-level partner with major manufacturers including Microsoft, Adobe, VMware, Ivanti, Red Hat, BMC, Citrix, McAfee, and more. In fact, we sit on the advisory boards of most IT giants. It is not uncommon for manufacturers designing a new Volume License Agreement to consult with Dell Partner Software.

We offer a strong portfolio of software products and serve as a trusted advisor to our customers throughout the software procurement and implementation lifecycle. We offer comprehensive software portfolio management, license management, and assistance to enable our customers to optimize spend through expert guidance.

Commercial-Off-the-Shelf (COTS) Software

Dell Partner Software is the highest-level partner with major manufacturers including Microsoft, Adobe, Amazon, VMware, Ivanti, Red Hat, BMC, Citrix, Trellix, and more. In fact, we sit on the advisory boards of most IT giants. It is not uncommon for manufacturers designing a new Volume License Agreement to consult with Dell Partner Software.

We offer a strong portfolio of software products and serve as a trusted advisor to our customers throughout the software procurement and implementation lifecycle. We offer comprehensive software portfolio management, license management, and assistance to enable our customers to optimize spend through expert guidance.

Software-as-a-Service (SaaS)

Dell Partner Software teams with some of the industry's leading providers of SaaS products to provide our customers with a plethora of products that fulfill their SaaS needs. Some examples include Microsoft (M365, D365, etc.), Adobe (Creative Cloud), Amazon Web Services, VMware, and Google (GCP, Workspace) as well as many others.

Platform-as-a-Service (PaaS)

Dell Partner Software is a leading provider of PaaS options for our customers, offering a wide variety of cloud-based solutions. These include Amazon Web Services, VMware, Google, and Red Hat. These solutions provide the platform for our customers to deploy, provision and run applications without needing to build out the underlying infrastructure.

Software Licensing and Maintenance Agreements

Our software specialists are highly trained in the nuances of software licensing and maintenance Agreements, providing our customers with a true trusted advisor to help navigate these complicated agreements. For example, all of our software specialists carry the Microsoft Certified Professional certification, and members of our team hold certifications with a host of other publishers. Not to mention that we have licensing specialists that are solely dedicated to our major publisher partners for a deeper understanding of those agreements.

Subscription Based Software Licenses

Dell Partner Software is a major reseller of subscription-based software licenses across the entire spectrum of the industry. Additionally, our software specialists are highly-trained to assist our customers to help determine the best licensing model that would most effectively meet their business needs, be it subscription, on-premise or a mixed model.

Services

- Deployment & Installation
- Professional Services
- Consulting Services
- Security Services
- Business Continuity / Business Resiliency
- Disaster Recovery
- VMware Professional Services
- Microsoft Professional Services
- AWS Product and Services
- Application Services – End User
- Application Services – Data Center
- Residencies
- Managed Services – End User
- Managed Services – Data Center
- Education & Training
- Telecommunications
- Product Configurations
- Product Support
- Warranty
- Asset Lifecycle Management
- Asset Recovery

Dell Response:

Technology Services Overview:

Our services include a broad range of configurable IT and business services, including infrastructure technology, consulting and applications, and product-related implementation, deployment, and support services. We manage our services based on a customer engagement model, which groups our services with similar demand, economic, and delivery profiles into five categories of services: Consulting and Professional Services, Deployment and Lifecycle Services, Managed Services, Education Services, and Support Services. Within these categories, we offer a variety of discrete and customizable services to our customers as part of an overall solution. Without going into the extensive range of offerings – Dell Technologies has over 460 discrete service offerings and can customize the right solution for EVERY customer - let us share some examples on how Dell Services can help accelerate your transformation.

While many customers have a defined IT and Transformation strategy, the underlying roadmap on how to get there is not always clear, resulting in limited executive sponsorship and a lack of alignment across various departments and areas of operations. Our Professional and Consulting Services can help by assessing your environment and building a transformation, implementation, management, and lifecycle support plan that achieves the desired outcomes aligned to the institutions vision and strategy. Additional specific details around our Workforce Consulting, Application Analysis and Modernization, Hybrid / Multi-Cloud, Cyber Security / Business Resiliency, Data Center Consolidation, and other services are provided here or in the “Value Added” section in this response.

For IT the directive has changed from “do more with less” to “do more with less…faster” as time expectations of the technology world are compressing exponentially. This requires the deployment of new

and more efficient infrastructures, modern collaboration, and communication tools, as well as the right end user devices. Our Deployment Services can help your organization embrace new technologies by accelerating deployment and adoption so you can execute digital strategies and drive toward the desired outcomes. The services include Configuration and Implementation Services, On-site and Remote site Deployment Services, Image Provisioning, and full Lifecycle Management Services, including sustainable asset recovery and recycling, and additional details around these services are available here and in the "Value Added" section in this response.

Managed Services allows you to offload day to day IT operations by combining on-site and remote end-to-end management and operation of your infrastructure or client devices, allowing your resources to focus on more value-producing and strategic initiatives. These managed services include a full range of offerings, including on- and off-premises management of client and/or infrastructure, co-location management, security monitoring and a host of other managed services capabilities. Additional details are available here and in the "Value Added" section and the Addendum to this response.

Many organizations recognize the competitive nature of finding and retaining a skilled IT workforce. Dell Technologies Services can augment your in-house skills with consultants and technology experts through Staff Augmentation and expert Residency services, enabling you to shift focus from day-to-day management to critical IT and business initiatives. This includes delivering Support Services that utilize our experts as well as AI, machine learning and deep learning to optimize performance while predicting, preventing and proactively resolving issues. Further detail is available in the Addendum section of this response.

A full range of training and Education Services to help you upskill your teams by identifying knowledge and skills gaps and define a continuous learning strategy skills are up to date, for all of Dell Technologies' hardware platforms and all the most in-demand application, infrastructure, communications, application development and other environments.

Financial Services Offerings:

- Infrastructure-as-a-Service (IaaS)
- Leasing for Public and Private/Commercial Entities with schedules included for:
  - Fair Market Value Lease
  - Purchase Option Lease
  - Tax Exempt Lease Purchase Lease
  - Flex Lease Purchase
  - PC-as-a-Service
  - Software Schedule
- Deferred Payments (Direct and Indirect Financing)
- Payment Agreements
- Usage Agreements

Responses:

Dell Financial Services

Dell Financial Services, L.L.C. (DFS) is a dedicated financial services entity focused on the financial and technology management needs of Dell's customers. Obtaining computer equipment is only the beginning. DFS provides a variety of payment solutions that allow our customers to acquire multi-vendor hardware, software and services.

Our flexible payment solutions offer an end-to-end solution across Dell Technologies in addition to products from other manufacturers or vendors hardware, software and services.

Over the past twenty-five years, DFS has originated over $90 billion in leases. Annually we fund over $8 billion in revenue, and we currently have $12.5 billion in managed assets. DFS operates in over 50 countries with 1500 employees around the globe.

Our mission at DFS is to help Public Agencies using the NCPA get the technology they need today and expand acquisition opportunities within current budget allocations. You will find a wide range of flexible programs all aimed at making acquisition easy and affordable, whether you are on a regular rotation program, unsure of your long-term plans, or seeking an affordable method of financing equipment, software, and related services. Our portfolio of payment solutions can help you meet business challenges. DFS is committed to your success.

MyDFS

DFS strives to empower our customers to manage their business with DFS online globally. DFS is in the process of launching a new online portal which will bring a number of exciting capabilities to our customers and will continue to improve the DFS experience.
A highlight of the new enhancements through 2022 will include, but not limited to:

- Dashboard and portfolio visualization
- Provides a consistent look and feel with other Dell platforms including single sign-on
- Contract, asset and invoice data management and document retrieval.
- Online Schedule Acceptance (OSA) – US- Commercial customers only
- Standard and custom reporting capability
- End of lease capabilities at both contract and asset level.
- Customer administration feature to self-manage data and user capability access.
- General support requests

Minority Financing

Through a strategic arrangement with Pharos Financial Services L.P. (PFS), DFS can help facilitate technology ownership and rotation programs to customers desiring a Minority Business Enterprise (MBE) or Historically Underutilized Business (HUB) lessor. Available in the United States only.

These programs can benefit customers in a number of ways:

- Demonstrate public policy support
- May provide bidding advantages on government contracts
- Cultivate greater customer loyalty

The collaboration between PFS and DFS also offers a number of advantages:

- Access to DFS financing program benefits including customized payment structures, electronic invoicing, asset reporting and a flexible end-of-lease process
- Single-source contact for equipment and leasing needs
- One-stop shopping for service
- Speed to production and delivery
- Easy equipment upgrades and enhancements

Unlike a complete outsourcing solution, you remain in total control of key strategic decisions with PFS minority financing solutions.

Response to Specific RFP Provisions

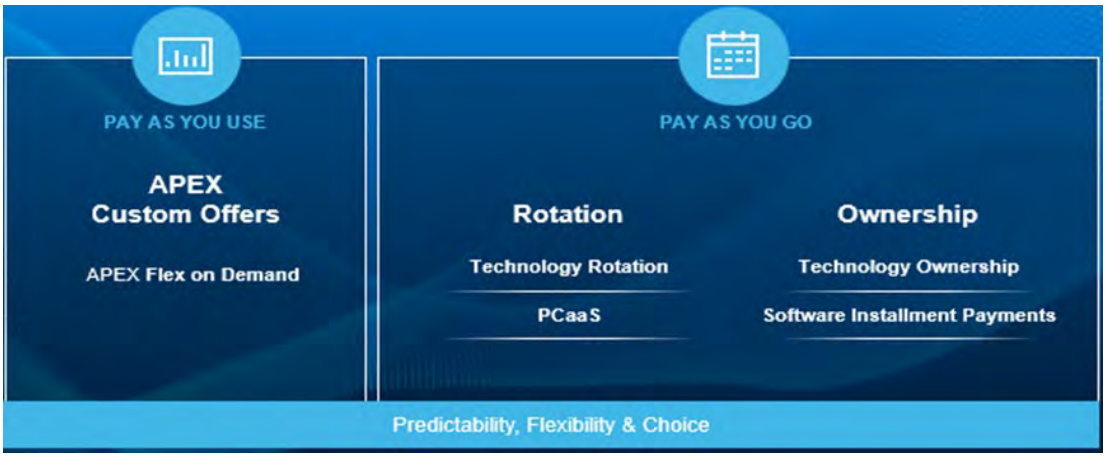
Many of the terms and conditions presented in the RFP are applicable to straight procurement/purchase transactions and not to leasing and financing and other flexible payment solutions, which are made available directly through DFS or PFS in accordance with one or more of the separately negotiated DFS or PFS lease or finance agreements ("Lease(s)"). Since the current RFP does not contain any Lease terms and conditions, any eligible Public Agency under this RFP authorized to execute such Leases under applicable law must execute a separate Lease directly with DFS or PFS for the hardware, software, and/or services being procured under this RFP. Each Lease will separately establish a long-term (beyond net 30 days) financial relationship between DFS or PFS and each Public Agency procuring under the NCPA contract). Any Lease solutions will be subject to the terms and conditions of the corresponding DFS or PFS Lease. Each eligible Public Agency will be required to separately negotiate the terms and conditions of its Lease with DFS or PFS directly. To the extent of any conflict or inconsistency between the terms of the DFS or PFS Lease and the terms of this RFP, the terms and conditions of the DFS or PFS Lease will prevail.

In addition, Dell may offer consumption-based models under its Dell APEX Flex on Demand Program ("FOD") as an alternative flexible payment solution under a separate Master Flexible Consumption Agreement ("MFCA"). Any FOD solution will be subject to the terms and conditions of the MFCA only, an example of which is attached hereto in Appendix H. Eligible customer shall negotiate the terms and conditions of such FOD solution directly with vendor or its designated affiliate or its authorized distributor/partner/reseller, including, but not limited to, the MFCA, any flexible consumption schedule ("Schedule"), and any other documentation that may be required for such transaction. The parties recognize that the MFCA and any Schedule executed by the parties hereunder are separate and independent agreements between the eligible customer and Dell or its designated affiliate or its authorized distributor/partner/reseller, with the terms thereof constituting the entire agreement for such transaction. To the extent of any conflict or inconsistency between the terms of the MFCA and the terms of the RFP, and

conditions of the MFCA will prevail for such offerings. Samples of the MFCA, Schedules, and any other related documentation that may be applicable are attached in Appendix H.

Flexible Payment Solutions Enabled by Dell Financial Services

DFS' payment programs offer flexible end-of-term options designed to suit each entity's unique needs. Payment terms are generally from 24 through 60 months and are tailored to match the essential useful life of the equipment to the payment term. Payments can be billed monthly, quarterly, semi-annually or annual, in advance.



Pay as You Go Solutions

These solutions are ideal for predictable and stable workloads but can be structured in different ways to accommodate different needs.

Technology Rotation

Lowest total cost of ownership with multiple structures to support different business cases

Technology Rotation is a business strategy enabling organizations to maintain liquidity, take advantage of current-state technology, and contribute to the circular economy. When you choose a technology rotation strategy, you can structure payments to align to business needs. Whether you need payments to start small and grow as your business grows, you want to align payments with deployments, or you want to simplify billing and asset management, we can customize a solution that meets your exact needs. By utilizing Technology Rotation, organizations can accelerate and enhance digital transformation with a planned refresh of assets that can help overcome challenges throughout the technology lifecycle.

Technology Ownership

Complete, simplified structured solutions that can improve cash flow

In some instances, it makes sense to own technology. In that case, our technology ownership solution provides a simple structure for you to spread costs over time rather than incurring upfront costs. Complete systems including hardware, software, and services can be purchased this way.

PC as a Service- Lifecycle Management

Dell PC as a Service (PCaaS) delivers a modernized employee experience with a single, predictable price per unit per month.

PCaaS combines the latest hardware, software, lifecycle services and financing into one all-encompassing solution. PCaaS offers one-stop financing for PC hardware, software and services:

- Financing that is seamlessly integrated into the PC lifecycle management process

- Flexible financing options (flex up, down and mid-term upgrades for more than 300 units)
- 36 and 48 month terms
- Dedicated experts with technical knowledge and financial acumen

Software Installments

Lock in costs while beating budget constraints with publishers' pre-paid and multi-year maintenance discounts

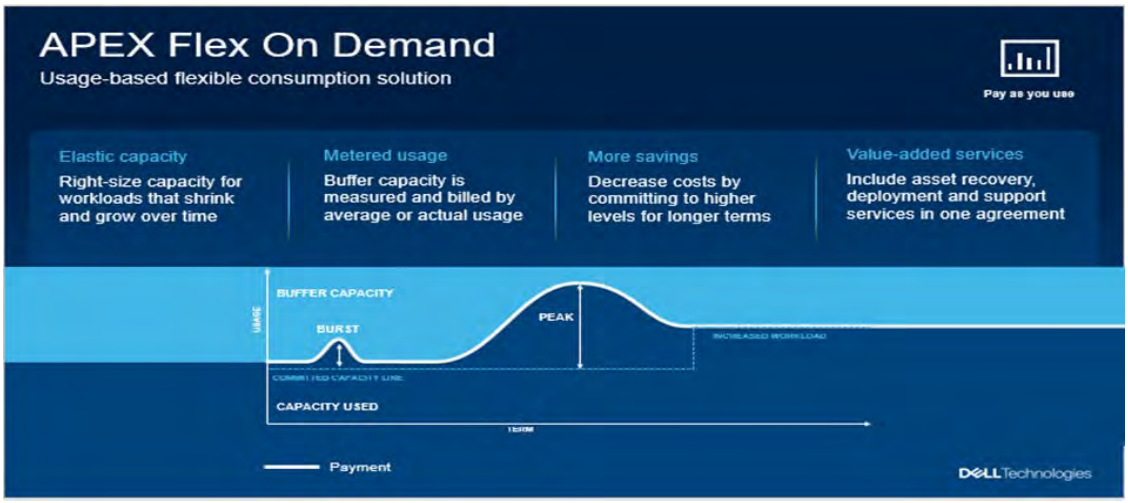
Our Software Installment payments allow you to pay for and access software in more flexible ways. Payments can be tailored to meet your needs including deferrals and can be set monthly or annually. These installments can be applied to software with or without the purchase of hardware and can also be applied to license agreements. (example TLA, ELA)

Payment Flexibility Program

Increase buying power through low rate promotions and payment deferral offerings

Whether you are choosing a rotation or ownership strategy, we realize that flexibility is KEY.
We have created a **Payment Flexibility Program** to ensure that you will be able to address budget constraints by taking advantage of low-rate promotions. When cash flow is limited, deferrals can help keep budgets on track and in uncertain business climates you might be hesitant to make a long-term commitment so we are offering shorter terms.

DFS Master Usage Agreement and usage schedule can be utilized for structures: IT as a Service (ITaaS) and cloud related Services offering may include: Software-as-a-Service (SaaS), Infrastructure-as-a-Service (IaaS), Platform-as-a-Service (PaaS), Storage-as-a-Service, Device as a Service or PCaaS.



APEX Flex on Demand

Customers are often looking for a solution that allows them to pay for only what they truly use. Flex on Demand offers elastic capacity and pay for use economics. Many customers looking to take advantage of public cloud economics and flexibility turn to Flex on Demand. With Flex on Demand you can take advantage of:

Elastic Capacity

Provision the right-sized amount of capacity for workloads that shrink and grow over time – committed capacity can be adjusted as needs evolve.

Metered Usage
Buffer capacity is measured at the technology level and is billed by average or actual usage preventing overspending for underutilized capacity.

More Savings
Determine the level of commitment right for your organization and drive lower usage charges by selecting higher levels of committed capacity and longer usage periods.

Value Added Services
Include asset recovery, deployment and support services in one agreement.

Master Lease Program

For large-scale acquisitions (in excess of $250,000 in financed equipment over the next 12 months) and/or the ability to upgrade PC-related equipment continually, with minimal additional paperwork, the Master Lease Program is the most efficient choice.

Streamlined transactions - Accelerate the acquisition of IT solutions with a financing process that is seamlessly integrated with Dell Technologies

Simplified acquisitions - Acquire the technology you need from any vendor without renegotiating basic financing terms and conditions

Electronic documentation - Contract within a modern financing infrastructure, where digital documents eliminate the need for hand copy signatures

Self-service – **Leverage** DFS Online Services to accept lease schedules and view leased asset reports online

Ease of use - Finance the entire transaction by designating 'DFS Lease' on the purchase order

End of Term

The circular economy is aimed at eliminating waste and the continual use of resources. End of term options are focused on making the return part of the cycle easy and efficient. DFS recognizes that an ineffective end-of-term process can diminish the potential benefits of leasing. DFS understands that the elimination of obsolete systems promotes the continued mission of your business and the role of the technology department. Accordingly, your dedicated DFS sales team will work with you to provide the tools to help you make the right decisions at lease termination.

Easy end-of-term process - 6 month notice and options that include renewal, return and purchase of equipment, dependent on contract type.

Auto renewal periods - Practical automatic renewal periods. It's your choice at the end of a lease whether to extend, return, or acquire the asset.

Straightforward returns - A straight forward approach to returns. Acceptance of returned items whatever their condition and stops the lease charges.

Environmental sustainability - Asset refurbishment processes go beyond minimum standards and are regularly reviewed to ensure that they remain as environmentally sustainable as possible.

End-of-Term Administration - DFS feels that one of the keys to an efficient end-of-lease process is a clear customer understanding of the roles and responsibilities of the end-of-lease process. DFS maintains resources specifically to assist you with management of leased equipment coming out of the leasing cycle.

Fewer Damage Charge Categories - DFS offers a simple and easy returns process with only a limited number of missing, wrong, and damaged categories. We do not bill MWD in excess of a system's Fair Market Value and all charges below assume at least 80% of the items are returned without other damages or missing items.

Tab 7 - Pricing

Please submit price list electronically via our online Bonfire portal (pricing can be submitted as Discount off MSRP, cost plus, etc.). Products, services, warranties, etc. should be included in price list. Prices submitted will be used to establish the extent of a respondent's products and services (Tab 5) that are available and also establish pricing per item.

Price lists must contain the following:

- Product name and part number (include both manufacturer part number and respondent part number if different from manufacturers).
- Description
- Vendor's List Price
- Percent Discount to NCPA participating entities

Not To Exceed Pricing

- NCPA requests pricing be submitted as "not to exceed pricing" for any participating entity.
- The awarded vendor can adjust submitted pricing lower but cannot exceed original pricing submitted for solicitation.
- NCPA requests that vendor honor lower pricing for similar size and scope purchases to other members.

Dell Acknowledges.

A separate pricing file has been uploaded to Bonfire Portal.

Tab 8 - Value Added Products and Services

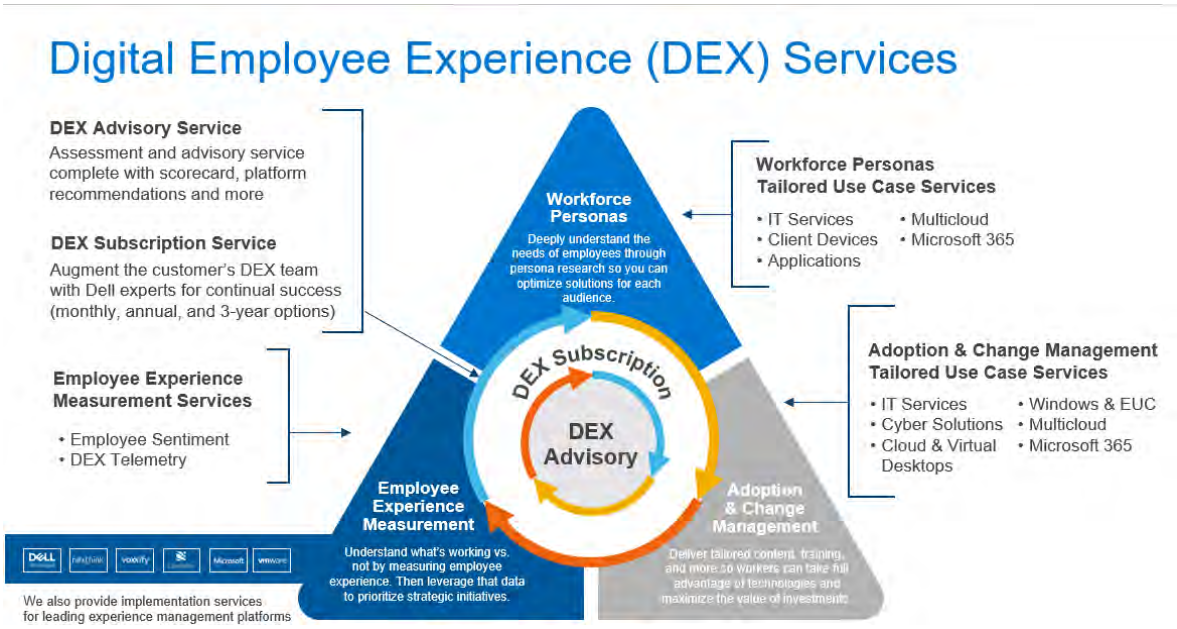
Include any additional products and/or services available that vendor currently performs in their normal course of business that is not included in the scope of the solicitation that you think will enhance and add value to this contract for Region 14 ESC and all NCPA participating entities.

Dell Lifecycle Services

Consulting and Professional Services

Dell Technologies' Professional Services focuses our efforts on addressing transformation initiatives that are encompassed by four main areas – the most common areas we see our customers facing challenges with. Using our outcome-focused approach, Dell Technologies Services accelerate your ability to effectively deliver a wide range of strategy, deployment, migration, and design services for:

- Modern workforce
- Applications & data
- Multi-Cloud
- Cyber Security / Business Resiliency



Modern Workforce: *Empower your workforce with modern technologies that optimize experiences and simplify the consumption of IT services*

- **<u>Digital Employee Experience</u>** - Employee Experience encompasses everything that is experienced (or lived and felt) by employees throughout the course of their day. This includes interactions with the people, processes and technology within your organization. Why should you care? Digital Employee Experience plays a major role in employee happiness. It impacts retention, engagement, productivity and more. In a Harvard Business Review survey, 82% of respondents said employee happiness is impacted by workplace technology, and 77% said good

employees will look to move on without the tools, technology and information needed to do their job well. Digital Employee Experience is one of the most important subsets of Employee Experience and is focused on enabling employees to do their best work with the right technologies and services tailored to their needs.

Dell's answer to these challenges is in helping our clients create successful digital employee experiences by putting your people first and making sure they have what they need to do their best work and be their best selves no matter when or where they work. We take a unique, pyramid approach, helping you with:

- **Workforce Persona Services**
  - Role-based personas to understand each user's IT needs
  - The right applications, data, and devices delivered to optimize experience
- **Adoption & Change Management**
  - Tailored plans to address the human side of technology change
  - Accelerated technology adoption
- **Employee Experience Measurement**
  - Measure employee experiences and IT sentiment
  - Understanding of what's working and how to adjust IT strategy to improve

- **Maximizing your Microsoft 365 Investment** - Dell Technologies provides services for every step of the Microsoft 365 journey, including:
  - **ProConsult Advisory Services for Microsoft 365**: Educate organizations on Microsoft 365, incorporating whiteboard sessions, as-is / to-be discussions, align business outcomes and strategy, and provide a Microsoft 365 roadmap.
  - **Security and Compliance Services:** Designed to help you assess, plan and implement the Microsoft 365 features that will provide your organization with the security posture you need.
  - **Network Readiness Assessment for Microsoft 365:** Leveraging a variety of tools to assess enterprise voice experience and perform synthetic transactions across the Microsoft 365 cloud platform.
  - **Services for Microsoft 365:** Dell Technologies offers a holistic approach to helping customers design, deploy and migrate to Microsoft 365 inclusive of a variety of cloud productivity workloads such as Exchange Online, SharePoint Online, OneDrive for Business, Teams, Teams Rooms, Dynamics 365 and more.
  - **Management Services for Microsoft 365:** Provide ongoing administration and management for day 2 operations of Microsoft 365 environments for customers who are looking to out-source daily care and feeding of their Microsoft 365 environment.

- **Accelerate Modern Teamwork** - To Accelerate Modern Teamwork, we provide your workforce with a consistent, modern and secure collaboration platform incorporating, personalized experiences built on right devices, apps and peripherals; cloud-based calling and meeting capabilities; services to maximize the value of technology investments and enable day 1 productivity; and intelligent meeting spaces.
  - **Services for Microsoft Teams**
    - Modern teamwork capabilities
    - Digitized legacy business processes
    - Cloud-based calling & meeting
  - **Services for Dell Meeting Space Solutions for Microsoft Teams Rooms**
    - Dell's leading displays and compute infrastructure for Microsoft Teams
    - Intelligent meeting space capabilities
- **Modern Client Management and Provisioning** - To accelerate modern client provisioning we focus on optimizing the PC deployment, consumption and management experience, and streamlining procurement and deployment of the entire Dell client device portfolio:
  - **Persona-based Ordering**

    - Workforce Persona Services
    - ServiceNow Premiere Integration
  - **Managed in the Cloud**
    - Client Deployment Assessment
    - Services for Azure Active Directory
    - Connected Provisioning
  - **Managed Services**
    - Managed Detection & Response
    - ProManage
    - Client Managed Services
    - Lifecyle Hub Managed Services
  - **Dell Factory Services**
    - Provisioning
    - Packaging
    - Quick Start for Intune or Workspace ONE

- **Cloud Productivity & Identity** - Dell offers a robust portfolio of solutions to modernize your workplace productivity, collaboration and security tools to enable innovation and drive business forward. Many of our Cloud Productivity and Identity solutions are centered around the Microsoft ecosystem. We're one of the largest and most credentialed Microsoft partners in the world with over 30 gold and platinum certifications and offer end-to-end services including licensing, advisory, planning, implementation and managed services. We're also members of the Microsoft Intelligent Security Association and offer services that align with both the Microsoft Zero Trust security model, as well as the NIST Cybersecurity Framework.

- **Digital Services Management** - Another key area of workforce modernization is Digital Services Management, which includes self-service portals or IT services platforms. Dell's Digital Services Management solutions are designed to help organizations innovate, optimize and automate IT services for the modern workplace, including digital marketplace services, workflow & automation services and intelligent operations and managed services. We can help you deliver beyond customer expectations and design a digital marketplace experience to drive efficient IT operations at scale. These capabilities:
  - **Digital Marketplace Services** create the experiences that your employees are seeking. We enable you to deliver enterprise services through a consumer-driven digital experience tailored to role and requirements. These experiences and interactions drive employee adoption of automated self-service ordering and fulfillment.
  - **Workflow & Automation Services** accelerate implementation of end-to-end workflows that drive consistent repeatable, reliable, and auditable operations. The Dell Technologies difference here is we provide direct integration with our systems, databases, and supply chain to accelerate end-to-end fulfillment of service requests.
  - **Intelligent Operations & Management Services** help our customers achieve data-driven operations by unifying their enterprise technologies and infrastructure with the NOW platform. By unifying all your data sources, you can leverage telemetry and insights to proactively manage, predict, and self-heal to minimize downtime and disruption to the business.

- **VDI & Workspace Platforms** - Dell's Virtual Desktop Infrastructure (VDI) and Workspace Platforms truly enable work from anywhere with secure solutions and hosted VDI options that simplify IT management and provisioning. This has become especially important for our clients adopting a hybrid work model, but remote and hybrid work isn't the only scenario that benefits from VDIs. Virtual desktops are more efficient than ever to deploy, manage, and seamlessly integrate with existing workplace apps and services, providing a centrally managed, secure, cloud-hosted environment for modern teams to thrive.

Applications & Data Services

Gain a competitive edge using modern data and application patterns and technologies

- **Application Portfolio Optimization** - All IT organizations need to decrease cost and complexity to be successful. Eliminating technical debt and simplifying the IT environment will deliver business results quickly while increasing agility and speed to adapt to the rapidly changing world. Looking across the entire application portfolio we define which applications should be made cloud native, which can benefit from operational efficiencies, which should adopt more effective operation models, and which should be retired.
  - **Attribute Discovery -** To make an accurate decision for an application's future state requires data about that application. Depending on the depth and breadth of target landing zone options being considered, over 100 attributes may be needed. So, for a portfolio of 1000 applications, this could mean over 100,000 attributes will be needed to complete the analysis. We do this by leveraging existing assets and tools and where needed, using advanced electronic discovery tools to give us a complete picture of your existing application landscape.
  - **Investment Strategy** - Prior to considering where to land an application and how to get it there, each application needs to be assessed to determine if the application warrants investment and, if so, how much. This requires looking at the impact the application has on the business first, then considering technical, operational, architectural and design issues as a follow-up. Determining where an application should be deployed in the future is critical. Our Cloud Disposition service provides the answers you need to transform each application in your portfolio and determine whether you Retain, Retire, Modernize, or Migrate.
  - **Landing Zone Strategy** – Dell Technologies Services will help you look at selecting the best landing zone for each application. It is important to note that the analysis shifts and along with business characteristics, more technical characteristics come into play.
  - **Transformation Pathway** - Our eight 'R's approach to transformation pathways helps organizations determine the end-state and disposition of applications. Our model has evolved from 4 basic dispositions (Retain, Retire, Rewrite, Re-platform), to the more comprehensive 8-step process listed below. This expansion was based on the need to meet the challenges of an "aaS" market that has grown in size and complexity. More importantly, we focus on the work effort associated with each pathway and weigh that against the near and long term risks and benefits with each.
    - **Replace -** Eliminate the former application component altogether and replace it, taking new requirements and needs into account
    - **Rewrite -** Rebuild or rewrite the application as cloud native while preserving its scope and specifications
    - **Refactor -** Materially alter the application code to a new application architecture and fully exploit new and better capabilities of the application platform
    - **Replatform -** Restructure and optimize existing code without changing its external behavior to remove technical debt and to improve the component's features and structure
    - **Rehost -** Redeploy the application to a cloud infrastructure without recompiling, altering the application code, or modifying features and functions
    - **Retain -** Leave the application in its current state. These applications may be re-evaluated at a later stage for potential rewrite. These can be migrated as forklift or P2P
    - **Retire -** Retire the application as it may be at end-of-life stage or its functionality has been replaced by another application
    - **Retire & Archive -** Archive the application data to support long-term data access and compliance and retire the application
  - **Application Migration Services** – Applications that are implemented on existing infrastructure may not be able to provide the scalability and resiliency needed to meet these needs. In some cases, virtualizing applications on newer, more modern platforms is the answer. In other cases, businesses may look to leverage private, public or hybrid cloud environments to achieve the flexibility, scalability, resiliency and economy they desire. And sometimes packaged applications and operation systems may need to be replatformed and

upgraded. For all of these cases, existing applications may need to be redeployed from their current operating environment to another environment. ***Dell Technologies application migration services*** provide a factory-based approach to application migration. With this approach, we address the end-to-end migration life cycle from discovering dependencies, to developing the migration plan, to executing the migrations, to validating the migrated applications

- **Cloud Native Apps** - Cloud-native describes the patterns of high performing organizations delivering software faster, consistently and reliably at scale. DevOps, Continuous Delivery and Microservices provide the how, why and the what of cloud native. DevOps is how we approach the cultural and technical changes required to fully implement a cloud-native strategy. Continuous delivery is why software is becoming cloud-native and microservices is the software architecture pattern used most successfully to expand development and delivery operation and avoid slow, risk, monolithic deployment strategies.
    - **Application Modernization for PCaaS / CaaS -** Quickly identify and transition applications to cloud platforms with minimal refactoring. Three (3) sprints are the standard starting point. Over the course of the engagement, we evaluate architecture and operational decisions as well as development and deployment practices. Our work culminates in a prioritized backlog of improvement opportunities; foremost recommending tactical changes and enhancements that will reduce technical debt of container platform scalability, improve test automation, and introduce continuous delivery.
    - **Enterprise DevOps Implementation -** DevOps services help align your application development and IT operational teams through the use of agile techniques – including sprints, continuous integration, and continuous deployment – as part of the SDLC process. Offerings range from ***Advisory services*** to ***Implementation services*** designed to prove viability, to develop patterns and repeatable processes, and full scale implementation. Transformation of application development and operational teams by improving the way that people, processes, and technology work together.
    - **Infrastructure as Code Design and Implementation -** The ***Infrastructure as Code (IaC) Design & Implementation service*** builds the requisite tool chain and delivery pipeline to manage infrastructure and changes to infrastructure using best practices from software development and release management disciplines. This service introduces new tools common to software development, like version control, and couples them with automation capabilities. This service then maps them to new practices and processes for creating, updating, monitoring, and managing infrastructure services.
    - **Solution Architect Advisory -** Support from product specialist and subject matter experts to overcome unique challenges. Working together to improve project outcomes and maximize on-the-job skills enablement. The **Solution** Architect will work on a prioritized backlog with designated project anchors from your organizations throughout the duration of the engagement.

- **Data Driven Enterprise** - We offer our customers a portfolio of services that are based on the years of experience from our team of consultants and engineers so that they are repeatable and have predictable outcomes. Dell Services use proprietary methodologies that are designed to help customers get the maximum value from their Dell Technology investments in the shortest amount of time with the least risk possible. And our portfolio allows us to work with you no matter what your needs might be, whether you are already moving through the transformation process, or just beginning, we have services that will meet you wherever you are in your digital journey. Our goal is to help you in your business's transformational journey.
    - **ProConsult** - Apply standard offering and methodology to planning of analytical platform and architecture modernization
    - **Technology Advisory** - Develop a technology architecture and roadmap to implement new or enhanced capabilities into a production environment

- **Healthcheck** - Assess existing architecture and provide recommendations to better align it with industry best practices and benchmarks
- **Data & Platform Migrations** - Migrate legacy data platforms to more modern, Hadoop-based platforms
- **Solutions & Storage Implementations** - Integrate Dell Ready Solutions for AI / Big Data or architectures using Dell EMC storage products (e.g., Isilon, ECS)

Multi-Cloud Services

Optimize cloud infrastructure services to cost-effectively drive business growth

- **Cloud Platforms** - There are many considerations when building a cloud service delivery model. Dell Services provides a variety of ***consulting, design, advisory, and implementation services*** for an organization's multi-cloud journey. We know it can be challenging to define and implement a coordinated cloud strategy. We've seen this firsthand, as we have consulted thousands of customers on their cloud adoption journeys. Through these engagements, we have identified and refined a proven ***four-step approach*** that helps organizations better understand the tasks that are necessary to meet objectives across various lines of business. In each of these areas, there are technology outcomes needed to deliver on business outcomes. While each of these are important for you to ultimately be successful, each of the downstream activities rely on the decisions made during the Strategize stage.

  Whether your organization is undertaking a company-wide cloud transformation or scaling your cloud to accommodate special workloads, Dell Technologies offers a broad portfolio of services to empower your teams and help you realize your business outcomes. From strategy, implementation, adoption and scale, speed your path to productivity and extend your cloud environment to on-premises, accelerating innovation and delivering even more value to your business.
  - **Cloud Strategy** – Align on strategy across business, development and IT; Architect desired future state, roadmap the processes; Identify KPI/program success metrics; Validate performance and readiness metrics
  - **Cloud Implementation** – Validate operational readiness for your entire organization or individual departments; Create on-demand, self-service catalogues; Integrate with core IT operational systems; Align resiliency plan with business needs for recovery
  - **Cloud Adoption** – Create a cloud/SRE operating model; Migrate workloads, apps and data to run on your infrastructure, on or off-premises; Enact policy and governance programs; Monitor performance and productivity
  - **Cloud Scale** - Integrate on-going roadmap for business and technology; Analyze and validate success metrics; Capture employee experiences

- **Operating Model for Multi-Cloud Platforms** - Modern operating models support service-oriented IT (XaaS Model) and optimize both experience and cost transforming IT into a strategic business partner that drives innovation. For an organization to truly transform from a traditional IT model to an "as a service" cloud model which will deliver transformative value to the businesses they support, the transformation must incorporate people and processes…the operating model. We utilize a four-step method to fully extract the benefits of your cloud platforms:
  - **Strategize** - Align leadership to support transformation; Identify the organizational structure, roles and skills needed to the support transformation; Empower employees with training and new skill building; Gain employee buy-in and build morale to support a smooth transition.
    - Transformation Strategy Workshop
    - Multi-Cloud Roadmap
    - IT Operating Model Design
    - Cloud Education Services

- **Implement** - Design the processes that enable IT to support business requirements; Deliver standardized services supported by repeatable processes and automation; Condition effective cross-functional communication and streamline operational process handoffs.
    - Value Stream Mapping
    - IT Process Design
- **Adopt** - Increase clarity and alignment between business goals and IT developments; Simplify service consumption and increase end user satisfaction with a robust catalog and self-service portal; Drive adoption of self-service offerings to reduce exception and costs; Optimize your service catalog tailored to role; Define financial chargeback model for services rendered.
    - Service Catalog Design
    - IT Financial Management
- **Scale** - Assess progress towards goals, objectives and transformation KPIs; Conduct employee IT pulse check to assess employee engagement and satisfaction with cloud services and experience; Reassess objectives and priorities to integrate into the roadmap
    - IT Experience Measurement

- **Data Center Modernization** – Dell Services helps the customer data center modernization efforts by mitigating risk and cost of a data center migration and modernization using our ***patented, application-centric approach and automated tools***. One of the things that Dell Technologies Services has observed through working with clients on thousands of successful data center transformation programs is that there is a range of objectives for a data center transformation program. These objectives can range from highly strategic to more tactical concerns.
    - From a strategic business standpoint, data center transformation reduces costs and maintains service continuity, an important concern in the 7x24 cloud era.
    - From an application standpoint, data center transformation provides an opportunity to replatform applications on modern software-defined cloud infrastructure. From an infrastructure perspective, data center transformation increases scalability, agility and rapid innovation.
    - From a tactical facilities standpoint, data center transformation can lower power and cooling costs, which can be substantial, through modern data center infrastructure and thoughtful facilities placement.

  Dell Technologies can help you work through and identify all these objectives with our proven approach to data center transformation.
  - **ProConsult Advisory Core for Data Center** – provides perspective from experienced data center professionals for their IT executive team, in a 3-week engagement, resulting in custom recommendations and a roadmap for improvements.
  - **Data Center Strategy** – service defines and optimal consolidation plan examining internal and external data center alternatives.
  - **Application Blueprinting** - analyzes the inventory of applications in the current enterprise portfolio and discovers the interdependencies among applications and between applications and infrastructure.
  - **Data Center Migration** - implementation of your transformed data center strategy. Our application-centric approach uses patented tools with verification methodology to mitigate risk and decrease overall cost.

  We can also tie some or all these services together into a comprehensive data center transformation initiative.

Resiliency & Security: *Implement a strategy to reduce business interruptions and achieve a non-stop digital business*

- **Cyber Security** - The near-constant attacks we've seen represent a massive increase from years prior, but a few concerning trends have been steadily rising. More and more insiders to organizations are involved in these attacks and if an organization is impacted by a destructive attack, they're not confident in their abilities to recover after an attack. Typically, attackers begin by taking an initial look at how they might penetrate the organization and move quickly to either utilize an exploit or a phishing type attack to gain access to the networks. This is where ***prevention and monitoring solutions*** are critical to thwart attacks at this phase, as well ***training and education programs*** for employees so they are well versed in phishing techniques and how they can avoid being a victim.

  If the attack progresses further and the bad actor gains access, their first interest is establishing a foothold in order to expand the impact of the attack. In the case of a ransomware attack, this is how they're attempting to get payment, by grinding normal business operations to a standstill. In this phase, it's critical that organizations have ***advanced detection and response*** abilities to identify anomalies and quickly determine how to respond to the threat. Depending on how this is handled and how quickly a response effort takes place, the organization may be able to reduce the impact of the attack before it spreads further.

  The final step is where the attack is launched and the impact realized by the organization. If they haven't been successful in identifying and stopping the spread through these prior phases, it becomes more likely that there will need to be some kind of ***recovery effort*** to fix the impacted critical systems and get the business back up and running.

  Dell Cyber Security Services include:
  - **Managed Detection and Response** - monitoring critical parts of your business – endpoints, networks and clouds – by a team of experts certified to monitor, analyze and respond to suspicious activity around the clock.
  - **Cyber Solutions** – purpose-built to isolate critical backups of data and business applications so that in the event of an attack, ensuring a path to recovery. The key to a Cyber Recovery Solution is to ensure it's related to recovery of ***entire business processes*** so if an attack has brought down, your organization has their most critical applications ready to be recovered and return to business as usual
  - **Incident Response and Recovery Retainer** - reactive support that we can implement at a moment's notice to help you recover after a cyber incident. It also should be considered proactive in that you can set an organization's strategy today on who you will rely on for an incident response initiative, so if and when that happens, Dell Services will be the one to respond for support and help.

- **Cyber Recovery & Resiliency** – Dell Services help our customers focus on reducing the attack surface and shifting to a proactive mindset
  - **Advisory and Design** – We create a strategy for vault isolation, security, operation and reporting and design/ advise other infrastructure needed in the vault (firewall, network etc.)
  - **Deploy and Implement** – Deploy PowerProtect DD in the CR Vault, Cyber Recovery software and configure policy, deploy in the Cyber Recovery vault and integrate with vault data domain
  - **Runbook and Validation** – Dell Services Consulting documents processes to recover data
  - **Operate and Manage** – Dell offers a range of supplementary services on top such as Managed Services, Residency and Education
    - **Managed Services** - Manage day-to-day vault operations; Drive consistent procedures and testing; Monitored 24x7x365 by global operations team; Support recovery operations

        - **Residency** - Extend skills and capabilities with certified technical experts; Increase resiliency, minimize security risks, support data recovery & restore options and optimize Cyber Vault components to ensure a smooth run state; Monitored and daily operations of Dell's Cyber Recovery Solution 8x5.
        - **Education** - Cybersecurity Training & Certifications can include Introduction to IT Frameworks and NIST; CompTIA Security+ and Certification Readiness; Implement the NIST Cybersecurity Framework; User authentication, access controls and security standards
    - **STIG Hardening Services** - STIG Security Hardening is the process of treating security weaknesses, compliance gaps, vulnerabilities and misconfiguration before a system goes into production. Security Technical Implementation Guides (STIG) Security Hardening uses prescribed federal government security guidelines aligned to NIST 800-53 standards, to deliver tighter, in-depth security control and maximized protection of IT assets.

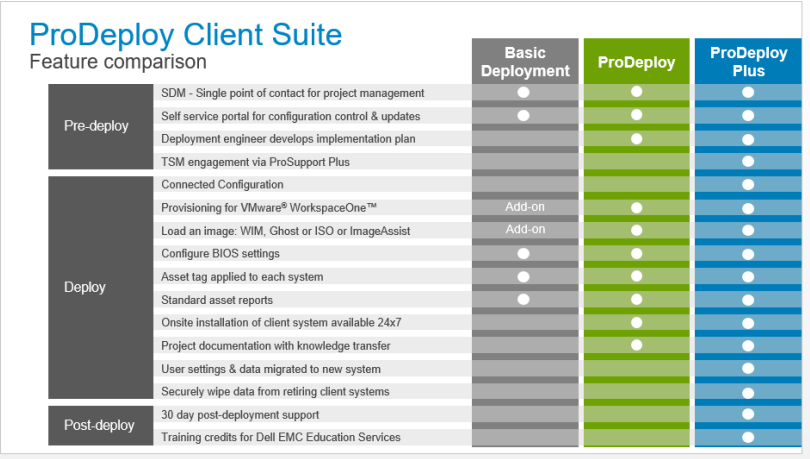
    - **Zero Trust** - Leveraging the Microsoft Zero Trust model enables you to secure your digital workplace in a way that doesn't interfere with productivity, and Dell has developed an accelerated path focused on the Microsoft ecosystem that helps you:
        - **Assess & Strategize –** Cybersecurity Advisory with Zero Trust Roadmap; Security Assessment for Active Directory and Azure AD
        - **Build a Secure Foundation –** Implementation Services for Active Directory and Azure AD; Securing Microsoft Identities with Entra
        - **Secure Identities, Data, and Apps** – Getting Started with Defender for Identity; Getting Started with Defender for Endpoint; Securing the Microsoft 365 Workloads with Defender for Office 365; Implementation and Advanced Configuration of Defender for Identity w/ Microsoft Sentinel & ServiceNow; Unified Data Governance with Microsoft Purview
        - **Adoption & On-Going Management** - Incident Recovery Retainer Service / Managed Detection & Response; Adoption and Change Management

Deployment Services

Deployment Services for Client Solutions

- **Configuration & Deployment** - Dell Configuration and Deployment Services accelerate onsite or remote deployments by executing the configuration tasks required to prepare a system for installation and integration. This eliminates time spent imaging and configuring new systems desk-side or at a staging location. It ensures new systems arrive ready to use out of the box. Just install and connect to the network. Services include:
    - **Imaging Services**
        - Imaging
        - Connected Provisioning
    - **Systems Configuration**
        - Connected Configuration
        - Application Install
        - BIOS Settings
        - Hard drive partitioning
        - 3rd Party Hardware Install
    - **Asset Identification**
        - Asset Tagging
        - Asset Reporting
    - **Client Deployment** - Users want minimal disruption when they get a new device, and IT departments need to maintain the system's fitness, security, reliability, and efficiency over the life of that system. Relying on Dell Technologies to assist in this space may be a

prudent option for organizations looking to focus on their business and not on mundane IT tasks.



ProDeploy Client Suite
Feature comparison

		Basic Deployment	ProDeploy	ProDeploy Plus
Pre-deploy	SDM - Single point of contact for project management	●	●	●
	Self service portal for configuration control & updates	●	●	●
	Deployment engineer develops implementation plan		●	●
	TSM engagement via ProSupport Plus			●
Deploy	Connected Configuration			●
	Provisioning for VMware® WorkspaceOne™	Add-on	●	●
	Load an image: WIM, Ghost or ISO or ImageAssist	Add-on	●	●
	Configure BIOS settings	●	●	●
	Asset tag applied to each system	●	●	●
	Standard asset reports	●	●	●
	Onsite installation of client system available 24x7		●	●
	Project documentation with knowledge transfer		●	●
	User settings & data migrated to new system			●
	Securely wipe data from retiring client systems			●
Post-deploy	30 day post-deployment support			●
	Training credits for Dell EMC Education Services			●

- Client Deployment Services include:
  - **Client Deployment Assessment** – The CDA is targeted towards customers who are interested in understanding and streamlining their deployment processes and inherent costs. The findings will help improve efficiency of deployment, reducing time and cost, reduce complexity and maximize impact throughout the process. Dell will collect information on a customer's deployment process through a combination of customer interviews and IDC data. The result is the delivery of an actionable implementation plan with real achievable cost savings. This a no-fee service for qualified customers.
  - **Remote Installation Services**
  - **On-site Installation Services (24 x 7)**
  - **Data Migration Services** - Up to 100 GB data migrated with the Dell Migration tool from a legacy to new PC

- **Connected Provisioning** – Dell Services configure more than 11 million systems a year, so we have the experience regarding the processes and now, by leveraging the cloud, we are speeding up the way devices are configured. Connected Provisioning helps get a customized device to the end user faster with fewer touches. We leveraged our long-standing configuration and provisioning expertise, to help modernize the execution, which means seamlessly and securely preconfiguring in days instead of weeks or even months.
  - **Simplify the Process** – Through TechDirect IT manages the registration, enrollment and provisioning of their Dell ordered devices from their own cloud UEM environment.
  - **Less IT Touch** – Time, work and bandwidth moved from customer environment to supply chain. Cloud based deployment so no access to customer's on-premises environment is required.
  - **More IT Control** – Scalable. Profile based configuration management per order gives the customer flexibility and control to assign & configure devices to a specific group of users.
  - **Quicker End User Productivity** - Tasks like enrollment, loading applications, modifying BIOS settings, installing updates, domain joining, and security settings can all be pre-formed prior to first end user logon.

- **Asset Recovery** - Asset Recovery Services help you retire IT equipment in a secure and sustainable manner and unlock value that can be put towards future innovation. We leverage our long-standing security expertise, environmental compliance and commitment to sustainability to help you seamlessly transition from old to new technology while protecting what's important.

- **Logistics** – We will help resale, recycle or return to lease ***any*** brand of client hardware (and servers); we collect equipment from the designated location(s) and ship it to our facilities; customers can schedule pickups, monitor the progress of every asset, and view all activities related to your service through our centralized online portal
- **Data Security** – As part of the resell and recycling service, Dell sanitizes devices offsite at our facility and in alignment with NIST SP 800-88 r1 standard data sanitization requirements; devices will be verified to confirm the sanitization was successful; if sanitization is not successful, we physically destroy the drives to prevent data recovery in alignment with NIST SP 800-88 r1 standard
- **Environmental Compliance** – Systems (including batteries and components) are recycled in adherence with local regulatory guidelines; the e-waste process is documented through the entire chain of custody until final disposal; Dell does not permit e-waste to be exported to developing countries either directly or through intermediaries; we vet, audit, and hold our partners accountable to the highest standards of environmental compliance and data security
- **Resell and Recycle** – Upon receipt, we assess the equipment and provide you with the residual value of your assets via Electronic Funds Transfer; customers can also request an appraisal of your existing assets at any time to make informed decisions about when to retire; before reselling, we sanitize the devices in alignment with the NIST SP 800-88 r1 standard which can be done offsite or onsite for extra security; if there's no residual value, we recycle the devices in compliance with regulatory guidelines
- **Lease Return** – When you reach the end of your lease, we help transport equipment back to the company from which it was leased
- **Reporting** - Customize and download dynamic reports anytime through the online portal – order views, service credit usage, value payments and pick-up status; confirmation of Disposal to verify sanitization was successful (or the drive was destroyed) and that all recycling met or exceeded local regulatory guidelines; final report that documents asset type, serial and asset tags, resale value of each piece of hardware resold any materials recycled

- **Client Residency Services** - A client residency engagement could include a wide range of technological proficiencies including:
  - Windows 10 migration
  - Application packaging
  - Unified Endpoint Management (UEM)
  - VMware Workspace ONE
  - Microsoft Windows Autopilot/Intune
  - Microsoft Endpoint Manager and MDT
  - BitLocker/MBAM
  - Dell TechDirect
  - Dell ImageAssist
  - Dell Connected Configuration
  - Dell Client Command Suite
  - Dell Migration Tool
  - Dell Support Assist
  - Dell Data Encryption

- **Endpoint Security Services** – Typically, we hear about three areas that are problematic for our customers:
  - External Threats
  - User Behavior
  - Limited Security Resources

Dell Endpoint Security software plus Endpoint Security Services help customers manage the growing cyber risk while embracing workforce transformation

- **Endpoint Security Software** – VMware Carbon Black Cloud; Encryption Enterprise; Absolute; Netskope
- **Endpoint Security Monitoring Services** – Ongoing monitoring of customer endpoints performed by experienced Dell threat analysts; Customer alerts sent via management console when malicious activity is detected; Detailed threat response recommendations delivered the next business day; Business hours monitoring with next business day response; Kickoff meeting with dedicated project manager to set expectations, requirements
- **Endpoint Security Implementation Services** – Review of environment; Software installation or SaaS activation; Configuration and custom policy settings; Pilot implementation and measure against a test plan; Knowledge transfer
- **Endpoint Security Advisory Services** - Project assistance from a Dell technical security expert , with 4 or 8 hour remote options, or multiple day onsite options

Deployment Services for Infrastructure Solutions

- **Enterprise Services / Rack Integration** - When you choose Dell Technologies Services to help with your implementation, you will get the right people, the right tools and the right processes to accelerate your transformation. Starting with an assigned project manager to be your single point of contact for the entire process and a global staff of certified technicians. Racks, components, shipment prep and packaging are customized to your specifications and reports are tailored to your needs. We deliver white glove logistics and easy part replacements if something fails. You will receive your hardware ready to use before invoices, warranties and support contracts begin.
  - **Rack Integration Services** - Dell can engineer, integrate, configure, deploy and install custom rack technology into any data center environment.
  - **Configuration Services** - Receive your new technology custom configured to meet your needs
  - **ProDeploy Installation Services** – everything from basic hardware installations through planning, configuration and complex integrations.

- **Infrastructure Deployment and Implementation Services** - Maximizing technology on day one takes the right training, insights and expertise. ProDeploy Enterprise Suite is here to help, with the right fit to accelerate deployment up to 4 times faster from planning through implementation and beyond. ProDeploy Infrastructure Suite is made up of 4 offers: ***ProDeploy Configuration Services, ProDeploy Rack Integration Services, Basic Deployment, ProDeploy, and ProDeploy Plus.***
  - **ProDeploy Configuration Services** – provide custom system settings, labeling and other common needs. ProDeploy Rack Integration Services provide full configuration and racking of the technology including custom cabling and logistics.
  - **Basic Deployment** – consists of the hardware installation during normal standard business hours.
  - **ProDeploy** – consists of your hardware installation and configuration of the software using offshore resources.
  - **ProDeploy Plus** –you in-region or onsite resources to complete the engagement for the customer. It also includes additional features such as Post Deployment Configuration Assistance and Training Credits.

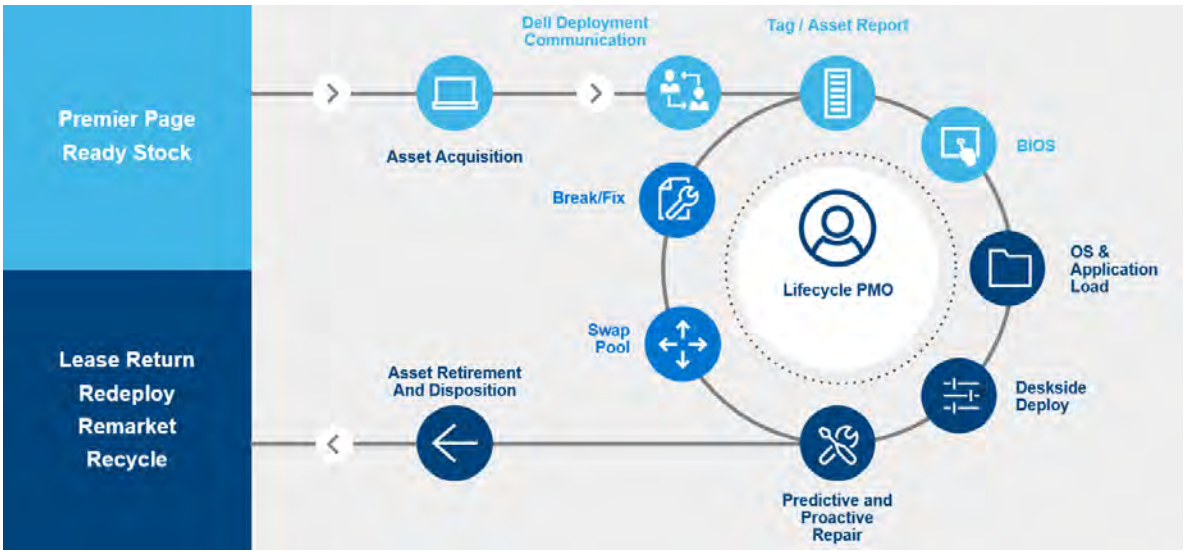
- **Infrastructure Residency Services** - With Residency Services, certified technical experts help you achieve businesses objectives and fulfill outcomes. Directed by you, residents act like an extension of your IT staff to enhance internal capabilities and resources, helping you realize faster adoption and maximized ROI of new technology. We assign the best resource to meet your needs, delivered onsite or remote, for however long you require.

- **Data Services** - Services that complement our Deployment Services for the Enterprise Suite, these offers provide dedicated expertise focused on data and security needs for infrastructure solutions
    - **Data Migration** - Data is one of your organizations most important resources and you need that data to fuel business growth. But distributed data can keep valuable insights out of reach. Our experts help efficiently move data from where it is, to where it will drive innovation. We migrate data every day, all over the world, in any situation you can imagine. Whether you are upgrading technology, changing platforms or leveraging cloud, our experts use proven tools to streamline migrations and provide you a faster time to value. Our Data Migration Services provide greater control, security and value through standardized processes in planning, execution and knowledge transfer. We lower risk through expert-delivered, dependable best practices developed over 30 years of data migration success. Our goal is to improve data availability and migrate your data efficiently with greater data integrity.
    - **Data Sanitization / Data Destruction** - Our portfolio of enterprise services apply to infrastructure products in a data center, including all of our Dell EMC infrastructure solutions and similar 3rd party non-Dell branded products. We offer 3 distinct services that vary depending on your business' need.
        - **Data Sanitization** is a software-based method of securely overwriting the data residing on a system to render it unrecoverable. We offer 2 versions of this service.
        - If you want to refresh and redeploy assets in your environment, having data wiped but retaining the asset, we have **Onsite Data Sanitization Services**. With these we come to your facility, sanitize the data, and your systems never leave your location.
        - **Data Sanitization Offsite with Asset Resale and Recycle** is best if you are looking to eliminate assets from your environment and are interested in resale or recycling. We come and pick up the assets, remove them from your facility, and perform the sanitization at a secure site. After sanitization is complete, we evaluate the system for resale value. If it can be resold or reused, then you will get some money back. If no resale value is found, or the products are too old, we will proceed to responsibly recycle the asset. This service is only available on specific Dell EMC server and storage products and related 3rd party systems. And, both sanitization offers are only able to be performed on systems that are in working order.
        - **Data Destruction**, which is performed on all infrastructure products, both Dell and non-Dell branded systems, and on systems that are no longer operational. This service is a process of physical shredding the asset to make the data residing on it completely in accessible. For this service, we come to your business site, pick up the asset and put the data bearing component through the shredder. Once shredded, everything is automatically recycled.

    - **STIG Hardening** - This service will help customers implement STIG configurations. Published by DISA, STIG is a defined set of NIST 800-53 industry standard security controls that help minimize the security attack surface on IT assets to protect against cybersecurity attacks.

Managed Services

Dell Technologies can provide a complete range of end user, infrastructure, storage, and security managed services, for any customer.



- **Client Lifecycle Managed Services:** Dell can provide a complete managed framework for your entire client environment, including but not limited to the following. These programs can be acquired as part of an institution's capital purchase / refresh, as an operating lease, or as an "-as-a-Service" model.
    - Asset acquisition and warehousing
    - Device provisioning and updating
    - Campus, local, or remote deployment and installation
    - Software and application management
    - Asset tracking and management
    - Predictive / proactive repairs
    - Moves / Adds / Changes / Re-Deployments
    - Walk up or Dispatch for Break / Fix
    - Service Desk
    - Asset Disposition

- **Infrastructure and Storage Managed Services**: Dell Technologies can provide the widest range of ***Infrastructure and Storage Managed Services*** available. These are pre-defined and custom-designed solutions, intended to meet the requirements of small, medium, large institutions, with centralized or remote management infrastructures. Depending on the unique customer needs, these managed services may include:
    - Account management
    - Predefined service levels
    - Incident/change/capacity management & remediation
    - Performance monitoring
    - Patching & updates with scheduled maintenance windows
    - Audit and compliance reporting
    - Secure remote connectivity

- Monthly billing

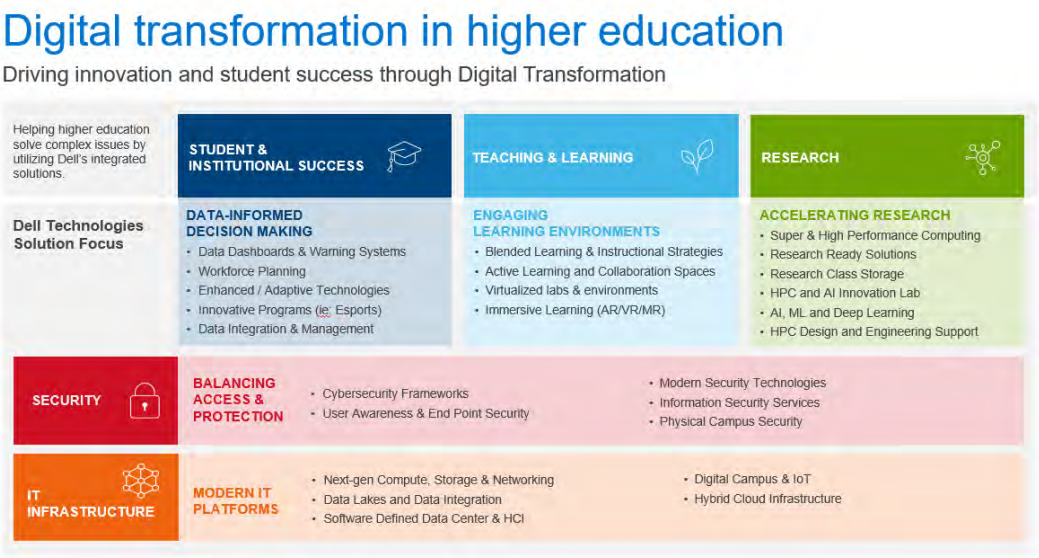
The range of infrastructure services includes but is not limited to the following list below. Additional artifacts are available; please check with your Dell Technologies Services account team for more details and specifics:

- **Infrastructure**:
  - Compute
  - Storage
  - Backup
  - Infrastructure
  - Cyber Recovery
  - Includes options for hosting
- **Workloads**:
  - Private Cloud
  - Containers
  - Cloud Native
  - VDI
- HPC
- AI / ML Ops

- **Multi-Cloud**
  - Hybrid Cloud
  - Microsoft Azure
  - Amazon Web Services
  - Google Cloud Platform
  - VMware Cloud
  - Other public clouds
- **Managed Co-Lo Services**
  - **Deployment**
    - Deploy in colocation facility and connection to Dell's service management used to create and delete resources on the supported cloud platforms
    - Configure remote management and interconnections
  - **Event Monitoring and Security**
    - 24/7 Monitoring alerts, thresholds & trends on space, power and networking in the colocation site
  - **Incident Management**
    - Manage incidents in the colocation site and problems to resolution
  - **Operational Management**
    - Maintain service management infrastructure for secure remote access
    - Configure network interconnections and manage networking capacity
    - **Execute service expansions in colocation space**
  - **Continuous Improvement**
    - Ongoing review of procedures, configurations, skills

Innovation in Education with Dell Technologies

Today, education is at a pivotal moment. Schools, colleges, and universities are in the middle of a significant shift in educational models, delivering both unique learning models and student campus experiences through digital transformation. Students are increasingly taking advantage of technology on demand to meet their own learning needs and chart their own path to workforce readiness. This change around why, how, and when students are learning is a driving force behind the growing need for advanced technology in higher education on campuses.



Based on Dell research, we believe that 85% of the jobs that will be available in 2030 have not even been invented yet. In 2030, we'll value skills like contextualized intelligence, in-the-moment learning, automation literacy, entrepreneurial mindset, and personal brand cultivation. More than anything, the ability to gain new knowledge – to learn – will be valued more than even the knowledge that people already have. So, we see our North Star - how can institutions begin to address students' expectations in order to best prepare them for that future/changing world? At Dell Technologies, we love finding new ways to help our educational partners innovate, to bring new and exciting topics and methods of learning to the modern student.

A handful of the creative programs we are currently engaged in are:

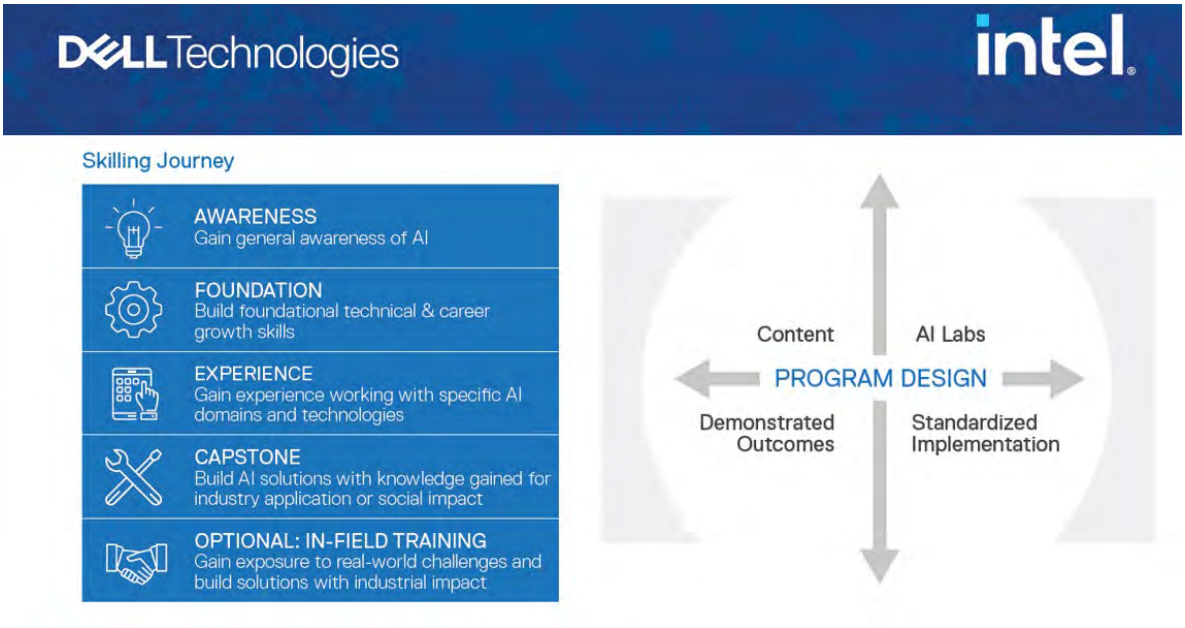
Soar with MENTOR

Soar with MENTOR is a program developed by Dell and Intel for students to inspire, educate, and equip a cohort of select female students with the necessary knowledge, skills and dispositions to be successful in life, and possibly at Dell Technologies in the future. We recognize the importance of diversity and inclusion in all organizations and believe that providing development and mentorship opportunities to female post-secondary students will help assist in the future success of these students.

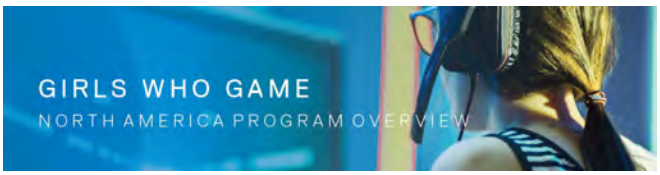
We have already begun to work with the University of Colorado campus champions to bring this program to CU students as the first of it's kind in the United States (previous programs have all been in Canada).

AI For Workforce

Dell Technologies and Intel have implemented a comprehensive AI readiness program in partnership with post-secondary education systems and governments worldwide. In the US this program goes a bit further to focus on building the future AI-ready workforce through post-secondary opportunities with the objective of 'empowering learners and workers with AI skills in an inclusive way'.



Girls Who Game



Offered through a partnership between Dell, Microsoft and Intel, the “Girls Who Game” program encourages girls to get into the world of gaming, exposing them to new ways of applying STEM learning. This is an engaging technology-based program designed to captivate female students in grades 4-8 in learner-driven experiences to build their technology, leadership and communication skills. We have also brought educational opportunities via a pilot internship program for young women in secondary education via the Girls Who Game Equity program, teaching them how to host professional panels that are streamed live on public streaming services.

We at Dell Technologies believe that our partnership runs deeper than just making sales. Some of the ways we can help elevate those sales made on campus are:

Classrooms of the Future

With more students requiring a mix of in-person and online learning through HyFlex models, Dell Technologies has partnered with numerous K-12 and Higher Education institutions to improve collaboration between faculty and students regardless of how they attended class. Many schools and universities need to deploy a connected classroom solution while staying within budget requirements. One example of a connected classroom setup Dell has recently helped build at a regional university in the West, uses a Dell 75-inch 4K interactive touch monitor, Dell OptiPlex Micro desktops and Windows Whiteboard software instead of traditional smartboards, Dell PCs and projectors. In these classrooms, any number of remote or in-person students can see and interact with a virtual whiteboard. This includes adding notes, sharing files

and running applications. The CIO of this university shared with us that “faculty utilizing this innovation, can simply pull up a file that has a template whiteboard image and instantly pick up where they left off in their last class as well as spontaneously present rich media content and annotations”.

Educational Road Shows / Guest Lecture Series / Educational Strategists

Dell Technologies prides ourselves on the expertise and knowledge of our team members. Not only do we have expert client specialists and technologists to help explain and elaborate on the newest in our hardware offerings, but we also have a dedicated team of educational strategists. Our education strategists are former educators and staff from academia who are well versed in Technology Solutions for Higher Education, and will act as advisors, guides, and champions for the University of Colorado.

In addition to understanding the higher education landscape, partnering with the University of Colorado on webinars and speaking engagements, and being champions for academic institutions, Dell Technologies Education Strategists can also help in a variety of other functions:

Strategy

- Have conversations about strategic initiatives at higher education institutions
- Participate in discovery meetings with higher education leaders
- Assist CU in their IT alignment of goals and plans to Institutional Strategic goals and plans
- Serve as higher education consultant and advisor
- Serve on advisory boards
- Facilitate Visioning Days and Dell Tech Days
- Participate as **thought leaders** in the industry via keynotes, speaking at industry events, PR, blogs, social media, and whitepapers (such as the upcoming whitepaper in partnership with the Chronicle of Higher Education featuring the CU Boulder Libraries program and research study around helping students obtain adequate hardware – to be published very soon!)

Relationships

- Foster **new relationships** with university executives and build the bridge to the Dell team
- Develop agendas and participate in **Executive Briefings at Dell Centers**
- Make **connections** across and within institutions
- Help **foster and develop collaborative partnerships**
- Focus on building **relationships** outside of IT
- Help our customers network with each other and **share best practices**

Innovation

- Advance cultures of innovation and **transformation**
- Support learning transformations with **students at the center**
- **Research** technology solutions and provide information to customers

Our founder, Michael Dell, expresses it succinctly in his quote “Our business is about technology, yes. But it's also about operations and customer relationships.” Dell Technologies has shown that we not only care

about education and its impact on the world but are actively engaged in dedicating resources to be the best possible partner for academic organizations.

Elevating CU Gaming Initiatives

We have built a strong relationship with the various CU Gaming groups, working to help elevate their mission of establishing the University of Colorado as a leader in the academic, career pathway, and research arenas of gaming and esports. A local and national expert in this field, Dell Education Strategist Danielle Rourke frequently engages with faculty, staff, and students at CU campuses and works to bring advisory and volunteer opportunities to them to help elevate their goals and involvement in the state and beyond. She hosts a monthly gaming council collaborative of esports leaders from around the state of Colorado to help advise the CDHE on ways Colorado can become the future hub of educational esports. This group created a report for the CDHE called "Report and Recommendations on Gaming and Esports in Colorado" (*please ask for report if desired*) and has helped advocate for a statewide esports league in higher education.

Dell Technologies was also a gold-level sponsor of COLTT 2021 and Danielle facilitated the session titled "Esports in Colorado Higher Education - More than just a game" with CU Gaming Director of Esports as a speaker.

We have also brought opportunities for the student leaders from CU Gaming to be an integral part of conferences such as the 2022 Phi Theta Kappa Catalyst conference's inaugural multi-day esports events. Our appreciation for their involvement was only matched by the potential opportunities and networking connections they gained from the event.

Dell Technologies also already has a solid relationship and presence at the University's various on-site retail facilities:

Dell Member Purchase Program

Dell Technologies and the University of Colorado have an extensive partnership for faculty, staff, and students to purchase and earn rewards through our Member Purchase Program:

What is the Member Purchase Program?

MPP is a membership program within the Dell Consumer branch. Members include employees, family, friends and students of your organization or school. We offer a wide array of benefits to our members, including but not limited to:

- Exclusive monthly offers
- Best price guarantee on consumer PCs from Dell
- Dedicated Dell contact for help with purchases, custom programs and more
- Free enrollment in Dell Rewards Program

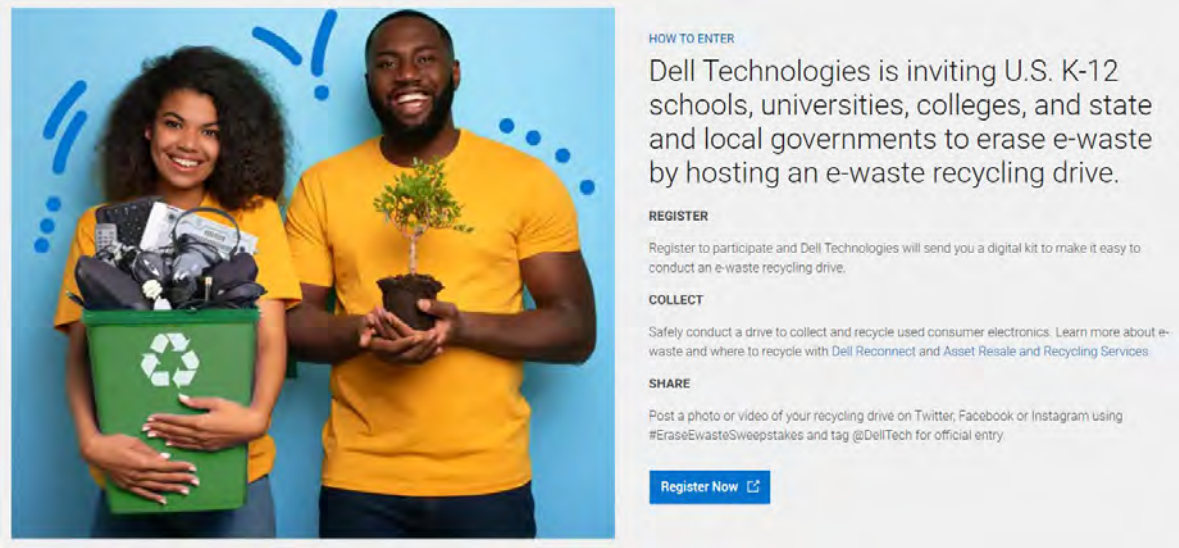
Best Price on Dell.com

Dell MPP provides your employees and/or students with several advantageous benefits with a goal of putting the right consumer technology in their hands. Take advantage of the customized programs and dedicated resources to elevate the savings and purchase experience. To take advantage of these deals, please visit Dell.com/CU. Your Dell MPP contact is Alissa Stevens, who can be contacted at Alissa_Stevens@Dell.com or 512-723-6273.

Dell Rewards Program

Dell Rewards is an added benefit for your employees when they enroll in MPP's free reward program. Your employees will receive 3 percent back every time they purchase with their Rewards membership to use on thousands of top-brand electronics, plus free expedited shipping. Learn more at: Dell.com/rewards.

Included in our Progress Made Real goals for social impact, Dell Technologies believes that sustainability is a critical factor in the future of not only our business, but all life on our planet. We recognize it is also important to our educational customers and have created many initiatives to be a partner in sustainability. One such program is our annual Erase E-Waste Sweepstakes:



We also have recycling programs via our services organization.

Dell Technologies also believes strongly that today's students are tomorrow's valued team members. We have a number of programs to help prepare students for their future careers in technology:

Student Tech Crew

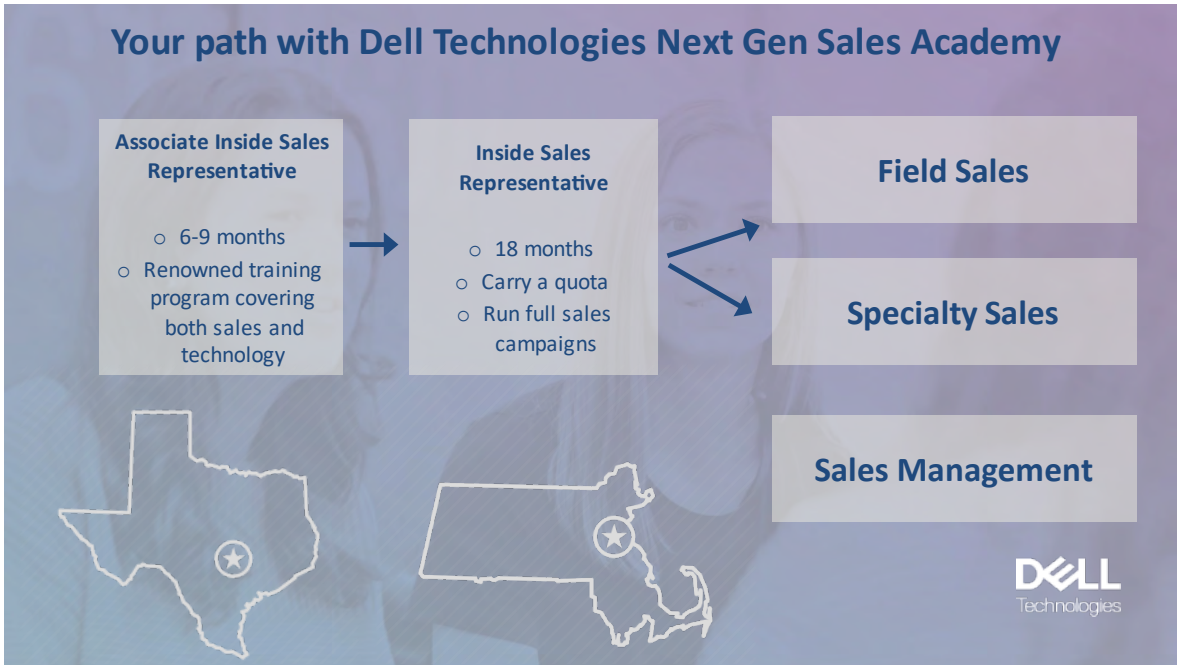
Dell Student TechCrew is a student-led IT helpdesk on high school campuses which promotes future career skills and learning via hands-on experience as students help their peers and school staff members with technology issues. It began as a pilot for the 2019-20 school year in the U.S. and Canada. Students who participate in the program become certified Dell technicians via the Dell TechDirect Program, which gives participating campuses access to an increased number of technicians by training, leveraging the expertise of students to serve students.

As part of the Dell Student TechCrew curriculum, students receive industry-standard training to service Dell desktops and notebooks. They also complete the required training to become Dell TechDirect-certified technicians. The program teaches student participants to fix computers while also building their professional career skills. The curriculum is divided evenly between technical training and the “soft skills” required for 21st-century careers.

We also offer technology certification programs that universities can utilize to train students for future careers. Please see this customer story between students of Fayetteville State University and the City of Fayetteville.

NextGen Sales Academy

NextGen Sales Academy was created to build the next generation of Dell Technologies sales leaders and field sellers. Through an industry-leading training and enablement program, we are focused on developing ambitious early in career talent along an accelerated career path. Our sellers focus on data center technology. The program is a 2-3 year commitment, with a requirement to relocate to either Round Rock, TX or Hopkinton, MA for the duration of the program.



Dell Technologies Internships

At Dell Technologies, we are always looking for the next generation of innovative thinkers to drive our business forward. Whether students are looking for internships, co-ops or development programs, we'll help them build the skills they need, while working on meaningful projects starting on day one.

Students start by exploring our https://jobs.dell.com/internships website for opportunities that sound intriguing to them, such as:

ENGINEERING
Client Solutions Group Engineering Intern Program

FINANCE
Dell Financial Services Internship Program

HUMAN RESOURCES
Human Resources Rotation Program – Internship (HRRP)

IT
IT Intern Program

MARKETING
Marketing Intern Program (MIP)

We also have a number of volunteer opportunities for our programs (like Girls Who Game and Soar with MENTOR) that we have worked with our university hiring team to recognize as important differentiators on student resumes.

Tab 9 - Required Documents

- Federal Funds Certifications
- Clean Air and Water Act & Debarment Notice
- Contractors Requirements
- Required Clauses for Federal Assistance by FTA
- Federal Required Signatures
- Antitrust Certification Statements Texas Government Code § 2155.005
- State Notice Addendum

Please see requested documents beginning on the following page.

FEDERAL FUNDS CERTIFICATIONS

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

- Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency and Offeror reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

To the extent, terms are applicable and mandatory by law to the agreement between the District and Dell; Dell agrees

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

- Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract

To the extent, terms are applicable and mandatory by law to the agreement between the District and Dell; Dell agrees

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

*Not applicable. Not a construction contract

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay

wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non- Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions
- Any Participating Agency will include any current and applicable prevailing wage determination in each issued solicitation and provide Offeror with any required documentation and/or forms that must be completed by Offeror to remain in compliance the applicable Davis-Bacon Act provisions.

*Not Applicable

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance 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 contractor 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.

- Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

*Not Applicable

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient 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 recipient 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.

- Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above *Not Applicable

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non- Federal award to agree to 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above **If the contract exceeds $100,000, Dell certifies compliance of the referenced clean air act.**

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency Dell Agrees

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must 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 must 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 non-Federal award.

- Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the

offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying”, in accordance with its instructions.
- The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding $100,000 in Federal funds at all appropriate tiers and all subrecipients shall certify and disclose accordingly.

If the contract exceeds $100,000, Dell certifies compliance of the referenced lobbying and disclosure laws to the extent possible

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.334. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.334 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

To the extent the terms are applicable and mandatory by law to the agreement between the District and Dell, Dell agrees.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory 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. 6321 et seq.; 49 C.F.R. Part 18).

*Not Applicable

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Participating Agencies will clearly identify whether Buy America Provisions apply in any issued solicitation. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Not applicable to commercial IT Products

CERTIFICATION OF ACCESS TO RECORDS

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any non-financial documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents. This right of access will last only as long as the records are retained.

To the extent the terms are applicable and mandatory by law to the agreement between the District and Dell, Dell Agrees

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Dell Agrees

CLEAN AIR AND WATER ACT AND DEBARMENT NOTICE

Dell Agrees

By the signature below (Under Federal Required Signatures), I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.
I hereby further certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, “Debarment and Suspension”, as described in the Federal Register and Rules and Regulations.

CONTRACTOR REQUIRMENTS

Contractor Certification
Contractor's Employment Eligibility
By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the NCPA Participating entities in which work is being performed.

Fingerprint & Background Checks
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran
In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

Dell Agrees

REQUIRED CLAUSES FOR FEDERAL ASSISTANCE PROVIDED BY FTA

ACCESS TO RECORDS AND REPORTS

Contractor agrees to:

a) Maintain all non-financial books, records, accounts and reports required under this Contract for a period of not less than two (2) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until the FTA Administrator, the U.S. DOT Office of the Inspector General, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all non-financial work, materials, and other data and records that pertain to the Project, and to audit the non-financial books, records, and accounts that pertain to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination. The right of access detailed in this section continues only as long as the records are retained.

It will apply "to the extent determined by the FTA to be applicable to this particular contract based on the status of the grantee and the type of contract issued".

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts.

CIVIL RIGHTS / TITLE VI REQUIREMENTS

Dell Agrees

1) Non-discrimination. In accordance with Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d, Section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, Section 202 of the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12132, and Federal Transit Law at 49 U.S.C. § 5332, Contractor or subcontractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, marital status age, or disability. In addition, Contractor agrees to comply with applicable Federal implementing regulations and other applicable implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

2) Equal Employment Opportunity. The following Equal Employment Opportunity requirements apply to this Contract:

   a. Race, Color, Creed, National Origin, Sex. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal Transit Law at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable Equal Employment Opportunity requirements of U.S. Dept. of Labor regulations, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor, 41 CFR, Parts 60 et seq., and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may affect construction activities undertaken in the course of this Project. Contractor agrees

to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, marital status, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

b. Age. In accordance with the Age Discrimination in Employment Act (ADEA) of 1967, as amended, 29 U.S.C. Sections 621 through 634, and Equal Employment Opportunity Commission (EEOC) implementing regulations, "Age Discrimination in Employment Act", 29 CFR Part 1625, prohibit employment discrimination by Contractor against individuals on the basis of age, including present and prospective employees. In addition, Contractor agrees to comply with any implementing requirements FTA may issue that are flowed to Contractor from Awarding Participating Agency.

c. Disabilities. In accordance with Section 102 of the Americans with Disabilities Act of 1990, as amended (ADA), 42 U.S.C. Sections 12101 *et seq.*, prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private entities. Contractor agrees that it will comply with the requirements of the Equal Employment Opportunity Commission (EEOC), "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR, Part 1630, pertaining to employment of persons with disabilities and with their responsibilities under Titles I through V of the ADA in employment, public services, public accommodations, telecommunications, and other provisions.

d. Segregated Facilities. Contractor certifies that their company does not and will not maintain or provide for their employees any segregated facilities at any of their establishments, and that they do not and will not permit their employees to perform their services at any location under the Contractor's control where segregated facilities are maintained. As used in this certification the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom, or otherwise. Contractor agrees that a breach of this certification will be a violation of this Civil Rights clause.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations, either by competitive bidding or negotiation, made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by Contractor of Contractor's obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, creed, sex, disability, age or national origin.

4) Sanctions of Non-Compliance. In the event of Contractor's non-compliance with the non-discrimination provisions of this Contract, Public Agency shall impose such Contract sanctions as it or the FTA may determine to be appropriate, including, but not limited to: 1) Withholding of payments to Contractor under the Contract until Contractor complies, and/or; 2) Cancellation, termination or suspension of the Contract, in whole or in part.

Contractor agrees to include the requirements of this clause in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS PARTICIPATION

Dell Agrees

This Contract is subject to the requirements of Title 49, Code of Federal Regulations, Part 26, "*Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs"*, therefore, it is the policy of the Department of Transportation (DOT) to ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in the performance of DOT-assisted contracts.

1) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

2) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of public agency.

3) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 *et seq.* and 41 CFR Part 301-10.

Dell Agrees

FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, listed directly or by reference in the Contract between Public Agency and the FTA, and those applicable regulatory and procedural updates that are communicated to Contractor by Public Agency, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.

Dell Agrees

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The provisions include, in part, certain Standard Terms and Conditions required by the U.S. Department of Transportation (DOT), whether or not expressly set forth in the preceding Contract provisions. All contractual provisions required by the DOT and applicable to the scope of a particular Contract awarded to Contractor by a Public Agency as a result of solicitation, as set forth in the most current FTA Circular 4220.1F, published February 8th, 2016, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. Contractor agrees not to knowingly perform any act, knowingly fail to perform any act, or refuse to comply with any reasonable public agency requests that would directly cause public agency to be in violation of the FTA terms and conditions.

Dell Agrees

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.
Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

Dell Agrees

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §§ 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms, to the best of its knowledge, the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me

Dell Agrees

made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL REQUIRED SIGNATURES

Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted in the pages above. It is further acknowledged that offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances as applicable.

Offeror	Dell Marketing L.P.
Address	One Dell Way
City/State/Zip	Round Rock, Texas 78682
Authorized Signature	Stacey Skala
Date	11/16/2022

*To the best of my knowledge and belief.

ANTITRUST CERTIFICATION STATEMENTS
TEXAS GOVERNMENT CODE § 2155.005

I affirm under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company has violated any federal antitrust law; and

(4) Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Name	Dell Marketing L.P.
Address	One Dell Way
City/State/Zip	Round Rock, Texas 78682
Telephone Number	512-720-7429
Fax Number	n/a
Email Address	stacey.skala@dell.com
Printed Name	Stacey Skala
Title	Proposal Manager
Authorized Signature	

STATE NOTICE ADDENDUM

The National Cooperative Purchasing Alliance (NCPA), on behalf of NCPA and its current and potential participants to include all county, city, special district, local government, school district, private K-12 school, higher education institution, state, tribal government, other government agency, healthcare organization, nonprofit organization and all other Public Agencies located nationally in all fifty states, issues this Request for Proposal (RFP) to result in a national contract.

For your reference, the links below include some, but not all, of the entities included in this proposal:

http://www.usa.gov/Agencies/State_and_Territories.shtml

https://www.usa.gov/local-governments

Proposal Legal Notes

Dell Technologies conducts operations through its subsidiaries and is the parent company to contracting legal entities Dell Marketing L.P. and EMC Corporation.

The contents of this response, including all elements of proposed pricing, performance level agreements and any referenced terms and conditions, apply only to direct purchases with Dell Technologies.

Terms & Conditions

This proposal will remain valid for 120 days from the date of submission of the proposal. Final pricing and other legally binding contract terms must be agreed or confirmed between the parties.

Dell is submitting this proposal subject to the exceptions to the REQUEST FOR PROPOSAL (RFP) FOR Technology Solutions, Products and Services, SOLICITATION NUMBER 45-22 (RFP) terms and conditions included herewith. Dell welcomes the opportunity to negotiate its exceptions and the terms and conditions to come to a mutually acceptable governing agreement with customer. Dell's submission of a proposal does not indicate acceptance of those RFP terms and conditions identified in our exceptions.

If the RFP allows customer the discretion to reject a bid that takes exceptions to the RFP terms and conditions, Dell requests the opportunity to review and discuss its exceptions with customer further.

Disclaimer

This proposal (and information contained herein) is provided to you for information purposes only. Dell Technologies is not responsible for any errors or omissions relating to this proposal or that may occur as a result of the passage of time. In addition, Dell Technologies may improve or change this presentation or improve or change its products and service offerings from time to time, without updating this proposal. Please contact your sales representative for updates or additional information.

Confidentiality

This proposal (and information contained herein) is Dell Technologies Confidential Information, and your access and use are subject to and governed by the terms of your written nondisclosure agreement with Dell Technologies. In the absence of an applicable, written nondisclosure agreement between you and Dell Technologies, your access and use of this proposal (and information contained herein) shall be limited as follows: you will maintain the confidentiality of the Dell Technologies Confidential Information with at least the same degree of care that you use to protect your own confidential information, but no less than a reasonable degree of care under the circumstances; you may use the Dell Technologies Confidential Information only for the business transaction between you and Dell Technologies ("Purpose"); you may disclose Dell Technologies Confidential Information only to your employees who have a need to know the information for the Purpose and are legally bound by similar nondisclosure terms; and you will not disclose Dell Technologies Confidential Information to any other employee or to a third party.

Note

This information may be exempt from disclosure under open records and/or freedom of information act (foia) statutes and regulations. Dell reserves all rights available to it under applicable law to appeal any disclosure to a third-party accordingly.

Pricing Notes

Dell will provide the minimum discounts for the offers described in the Discount Category Matrix on Tab 7. The discounts are applied to Dell's then current Manufacturer Suggested Retail Pricing (MSRP) and Dell reserves the right to change the MSRP (which would also change the discounted selling price) at any time to apply to future orders. Regardless of the Category in which they may be sold, Dell shall not be obligated to provide any discounts with respect to APEX-branded products or offerings.

Dell maintains a Retail Price list online located at: http://ftpbox.us.dell.com/slg/weekly/dellpricereport.pdf. The Price List is updated weekly, is available for download from this site in lieu of hard copy distribution and excludes promotional offers. Systems configured and discounted by your Dell's Sales Representatives or through on-line stores and Premier Pages, are based upon then-current retail pricing and exclude promotional offers.

Changes to retail prices are subject to Dell's discretion and generally take effect immediately, allowing us to provide price decreases and to introduce new products without waiting for a formal price list to be updated. Product Classifications and Categories may be changed by Dell without notice.

Where a Dell-branded product is comprised of both hardware and services, the resulting Discount Off List percentage will reflect a blend of the contract discounts associated with the hardware and tied services components of that product.

Where Dell sells third-party products on a "discount-off-list" basis and does not receive a list price from the manufacturer, Dell assigns a list price. Prices for custom services are agreed to through a separate Statement of Work and not included in the proposed prices herein. Where "discount off list", "cost plus", or "cost minus" calculations are used to determine pricing, Dell's standard discount product category list, product category or classification assignment for a particular product is subject to change by Dell and could affect pricing of that product.

Pricing, if included, may be subject to change in the event of an industry wide material constraint or shortages, including but not limited to memory, or other manufacturing materials or components, or due to other factors beyond Dell Technologies' reasonable control. Products may be discontinued or revised (including components thereto) at any time without notice. Should the initial proposed product(s) be discontinued before the replacement product(s) reach price parity with initial product(s), Dell Technologies reserves the right to re-negotiate pricing. For global proposals utilizing Dell Technologies' currency exchange hedge rates, rates are updated quarterly and only valid for the current quarter from the proposal submission date.

Tab - Appendices

Included on the following pages:

- Dell and the Environment
- Dell's Diversity and Equal Employment Opportunity Policy
- Dell Supplier Diversity Program
- Dell Premier for IT Procurement Overview
- Dell Limited Hardware Warranty
- Dell Return Policy
- Dell Financial Services

Appendix A - Dell and the Environment

Our Ability

We help our customers minimize their environmental impact by delivering energy-efficient products and easy, responsible electronics recycling.

We also aim to reduce environmental impacts throughout the sustainability life cycle. This approach means designing our products with the environment in mind, finding more eco-friendly ways to build and ship them, and working to reduce our collective footprint.

Design

Designing with the environment in mind from the very start ensures all Dell products and services help customers reduce their impact and meet their goals.

- Environmental Design
- Follow the Eco-label

You want eco-friendly products without sacrificing performance or reliability. Instead of one eco-friendly product, we design all products with the environment in mind. We're committed to developing innovative products and services that help you do more while minimizing your environmental impact.

All product design follows our Design for Environment specifications where we make choices that can minimize impact at each stage of the product life cycle. Also, a large number of Dell products are registered to ENERGY STAR and EPEAT eco-labels to make it easy for you to choose.

Build

Building responsibly means our operations, and those of our supply chain, are committed to operating sustainably. It's good for business and good for the planet.

- Zero Waste
- Climate Change

As a global citizen, Dell is committed to minimizing the impact that our operations, and those of our supply chain, have on the planet and the communities we live and work in. We believe it's possible to succeed in business without doing harm to the environment.

Central to this idea is the practice of using resources responsibly. With energy, water, forestry resources and on the manufacturing floor, we avoid waste in all its forms and work with our supply chain to do the same. We strive to recycle them back into usefulness or to obtain them from renewable and sustainable sources.

Additionally, we recognize that climate change is real and we all have a role to play in transition to a lower-carbon economy. Success is possible through a combination of global emissions reductions, efficiency improvements and a transition to renewable energy sources. To these ends, we have committed to measuring and reducing the impact of our own operations, including our supply chain, our own operations and the impact of our products and services.

Ship

From renewable packaging to smarter shipping, Dell takes an innovative, strategic approach to efficiently delivering products around the world every day.

Packaging protects products. Shipping gets them where they need to go. Reducing that impact requires a strategic commitment to reducing waste by shrinking packaging, selecting renewable materials and striving to make our packaging recyclable, so it doesn't become a customer's waste problem. It also requires constant optimization of an expanding supply chain, always looking for the efficiencies that reduce trips and cut emissions, all while ensuring customer products arrive safely and on time.

Use

Every day, customers are using Dell products and services to help them reduce their environmental impact and achieve their sustainability goals.

Whether to mitigate risk, create new opportunities, reduce operating costs or improve their brand, companies are looking to reduce their environmental footprint. Increasingly, our customers are realizing that technology can be a major driver of this transformation.

But green IT — technology that itself leaves a smaller footprint — is not enough. We help our customers look at IT for green technology that enables them to address their sustainability goals and take control of their resources in a way that creates value. While better design will minimize environmental impact throughout a product's life cycle, the true measure of technology's power is how our customers use it to unleash new possibilities and change their world.

Recycle

Recycling is critical to helping drive sustainability, returning materials to usefulness. Around the globe, we offer easy, responsible recycling options.

- Business Recycling
- Dell Reconnect

As technology is progressing quickly, e-waste is piling up in our offices and homes, or worse, our landfills. According to the Environmental Protection Agency, over 200 million pieces of computer-related e-waste are being generated annually. Yet, only approximately 18 percent is being recycled, which leaves over 150 million pieces of equipment in our landfills each year.

To help prevent the environmental impacts of e-waste, Dell provides multiple hassle-free options for disposing your e-waste responsibly and keeping it out of our landfills either directly or through our partnerships.

Dell’s moonshot goal is that by 2030, for every product a customer buys, we will reuse or recycle an equivalent product. 100% of our packaging materials will be sourced from recycled-content or renewable materials. More than half of our product materials will be sourced from recycled-content or renewable materials.

Appendix B - Dell's Diversity and Equal Employment Opportunity Policy

Diversity, inclusiveness and respect for all Dell employees form the basis of Dell's Winning Culture and are essential to Dell's success. Dell values each individual's distinct contribution and leverages our collective strengths to ensure that Dell remains the technology solutions company of choice for customers around the world.

Dell is an Equal Opportunity Employer and Prohibits Discrimination and Harassment of Any Kind

Dell is committed to the principle of equal employment opportunity for all employees and to providing employees with a work environment free of discrimination and harassment. All employment decisions at Dell are based on business needs, job requirements and individual qualifications, without regard to race, color, religion or belief, national, social or ethnic origin, sex (including pregnancy), age, physical, mental or sensory disability, HIV status, sexual orientation, gender identity and/or expression, marital, civil union or domestic partnership status, past or present military service, family medical history or genetic information, family or parental status, or any other status protected by the laws or regulations in the locations where we operate. Dell will not tolerate discrimination or harassment based on any of these characteristics.

Dell's Commitment to a Workplace Free of Discrimination and Harassment is Far Reaching

Dell's commitment to equal employment opportunity applies to all persons involved in the operation of Dell's business and prohibits discrimination or unlawful harassment by or between any Dell employee, including officers, supervisors and coworkers, or applicants for employment at Dell, or by or between any Dell employee and any employee of Dell's customers, independent contractors, vendors or other strategic partners. All employees are responsible for maintaining a work atmosphere free from discrimination and unlawful harassment by treating others with dignity and respect.

Unlawful Harassment is Prohibited

Unlawful harassment can take several forms, including verbal, visual or physical conduct that creates an offensive, hostile or intimidating work environment. Conduct that can contribute to unlawful harassment includes, but is not limited to:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments
- Visual conduct such as derogatory and/or sexually oriented posters, photography, cartoons, drawings or gestures
- Physical conduct such as assault, unwanted touching, blocking normal movement or interfering with work because of sex, race or any other protected characteristic
- Threats and demands for sexual favors as a condition of continued employment or to avoid some other loss, and offers of employment benefits in return for sexual favors
- Retaliation for having reported or threatened to report harassment

Dell Employees Are Encouraged to Report Discrimination, Harassment, Retaliation or the Threat of Retaliation

Dell employees who witness or believe they have been subjected to discrimination, harassment, retaliation or other inappropriate conduct are encouraged to report such conduct immediately in accordance with the Raising/Resolving Issues and Concerns section of the Code of Conduct. This includes, but is not limited to, contacting your manager, Human Resources representative, the Office of the Ombuds (if available), the Global or Regional Ethics Office, or the Ethics Helpline at 1-888-888-9975. All such reports will be investigated promptly and as confidentially as possible and appropriate corrective action will be taken. No employee who makes good faith reports of discrimination, harassment or retaliation will be subjected to reprisal or damage to their career, reputation or employment at Dell.

Dell Strives to Reasonably Accommodate Its Employees

Dell provides equitable treatment and reasonable accommodations for employees and applicants in accordance with federal, state and local laws. A reasonable accommodation for an employee with a disability may include modification of policies and procedures, an adjusted work schedule, special equipment or transportation, or other job modification to optimize the individual's job performance, if such accommodation does not result in an undue hardship to Dell's business.

Individuals who desire a workplace accommodation under any applicable law may make a request for such an accommodation, preferably in writing, to the individual's supervisor or Human Resources representative.

Enforcement and Potential Discipline

Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment from Dell.

Revisions and Revocation

This policy in no way constitutes a contract between Dell and any employee and may be revised or revoked at any time, with no advance notice.

For more information regarding Dell's Diversity & Equal Employment Opportunity Policy please visit: http://www.dell.com/learn/ae/en/aecorp1/corp-comm/cr-equal-employment-opportunity

Appendix C - Dell Supplier Diversity Program

Mission

The mission of Dell Global Supplier Diversity is to deliver superior supplier performance through highly-qualified minority, women and small businesses to deliver technology solutions that enable people everywhere to grow and thrive. As part of our commitment to diversity, we source products and services from women and other diverse business owners globally. We measure our achievements in identifying and buying from those businesses that are owned, operated, managed, and controlled by women and others who are underrepresented.

Action

Dell develops strategic, sustainable relationships with a very diverse group of qualified suppliers. Our customers come from every nation, culture, and walk of life, and it's important that all aspects of our business reflect that same diversity.

Why Supplier Diversity makes us Stronger

- It supports both Dell and customer corporate social responsibility, vision and goals
- It enables customers to satisfy federal, state and local diversity requirements
- It demonstrates a commitment to the communities in which we live and work
- It utilizes partnerships to capitalize on the demographic shift in minority populations

Suppliers

Diverse companies that meet Dell's procurement specifications and standards of excellence have an opportunity to partner with Dell in delivering quality products and services to Dell and its customers. The Billion Dollar Roundtable (BDR) recognizes corporations that have achieved spending of at least $1 billion with minority and women-owned suppliers. In FY20, we started the Supplier Diversity Development Program. Seven diverse suppliers participated in the FY20 program and paired with Supplier Diversity Champions that served as mentors.

Our purpose is to drive diversity and inclusion within our supply chain by using prime, qualified and capable suppliers. We evaluate and qualify suppliers based on their ability to meet best in class cost, supply chain process, quality, technology, time to market, and service experience. Good faith efforts that Dell leverages within our supplier diversity program include:

- Sourcing suppliers with strong supplier diversity programs themselves
- Including supplier diversity language in contractual agreements
- Monitoring spend levels through reporting
- Providing feedback and recommendations on our supplier partnership community

Culture

Dell has developed a Supplier Diversity Structure which includes the development of Diversity Teams, Ambassadors and Champions. These diversity advocates engage and promote Supplier Diversity concepts within each of their business space ensuring a widespread success. Each business function has

an associated Dell employee who acts as a champion on behalf of Dell and for customers. The Champion is the liaison between the diversity team and the business function with a mission of driving diverse spending and establishing diverse suppliers within their space. With this structure, Dell is able to extend our reach to all business functions within our company and these champions play a critical role in the success of our supplier diversity program.

The Global Ambassador Program

The objective of the Global Ambassador Program is to drive incremental growth of diverse spend beyond the United States in support of customer requirements. Similar to the role of Diversity Teams and Champions, Global Ambassadors' drive diverse spend outside of the U.S. and throughout supported global regions. To date, Dell has eight Ambassadors representing China, India, Central and Latin America, the United Kingdom, Australia, and Canada. These Ambassadors serve on advisory boards, encourage certification through global partners, and champion Dell's supplier diversity efforts globally.

Affiliations

Dell participates with the following diversity organizations in support of growth and development of small, minority and women-owned suppliers:

- National Minority Supplier Development Council (NMSDC)
- Southwest Minority Supplier Development Council (SMSDC)
- Women's Business Enterprise National Council (WBENC)
- Women's Business Council Southwest (WBCS)
- Small Business Administration (SBA)
- National Veteran Business Development Council (NVBDC)
- National LGBT Chamber of Commerce (NGLCC)
- Disability:IN
- WEConnect International
- Minority Supplier Development China (MSD)
- Broad-based Black Economic Empowerment (South Africa)

Outreach

As part of our outreach program, Dell has a Supplier Diversity website which allows diverse suppliers to provide information about their company to us. This is uploaded to an online database which our purchasing organization can access to identify diverse suppliers with RFQ/RFI opportunities. The link for this website is Supplier Diversity Registration Survey (smartsheet.com)

Appendix D - Dell Premier for IT Procurement Overview

At Dell Technologies, we have always been at the forefront of technology. We have a strong and vast portfolio of products, expertise, and services. Over the past few years, however, the technology world as we know it has changed. We're living in the data era—a time where customers want to shop, learn and purchase products with just a few clicks. They expect their technology to know what they need before they know they need it. The vision to be the most essential technology company for the data era focuses our goals on how all our customers – from consumer to enterprise – buy for the better through our online platform.

Dell Premier helps you save time and money, by shopping for your Dell products and solutions on a tailored site that streamlines purchasing and offers greater autonomy and control over your procurement ecosystem. The customization options for your Dell Premier portal page, enables you to fulfill your business needs throughout all phases of IT product ownership.

Using Dell Premier, you can:

- Shop a complete line of fully customizable business-class products, software & accessories.
- Set company-wide standards for product configurations, custom services and shipping options and purchase at your organization's negotiated rate.
- Prepare and save system configurations as an eQuote for repeat or future purchase at a later date.
- Retrieve and purchase sales-created quotes
- Purchase parts and upgrades for your existing hardware
- Retrieve detailed invoice, open order and purchase history reports or build your own report.
- Manage what users can see and do with defined access groups and user roles.
- Access your personalized Account page to manage your day-to-day account needs, like your address book, user access levels, reporting, and more. Orders that are placed via Dell Premier write frictionless to Dell's order management system, which means our customers typically receive their orders quicker and with less errors.
- You can also use the Dell Premier local online or global platform to integrate into your existing ERP or ITSM system.

In short, Dell Premier makes the whole process of doing business with Dell easier and more cost-efficient.

Product Catalog Offerings

Dell Premier offers a number of product catalogs (including a custom catalog option) that will provide you access to systems, software and peripherals products at your negotiated pricing.

- **Systems Catalog:** This catalog offers the user access to Dell's entire line of products.
- **Software & Peripherals Catalog:** This catalog offers the user access to thousands of accessories, software titles, parts, and upgrades.
- **Standard Configurations:** This catalog offers systems and/or software & peripherals that can be customized to show only the customer's agreed upon products at negotiated pricing.

Both Systems catalog and standard configurations give you access to

- **Dell Smart Selection (Stocked):** From your Premier page, you can easily order pre-configured systems by Dell experts based on customer insights. With Smart Selection, you get Dell's most popular business PCs with a simplified ordering process, accelerated delivery, and optional configuration services. Smart Selection systems are in stock and ready to ship.
- **Custom Build (Non-stocked):** From your Premier page, you can easily order alternative configurations that meet your needs.

eQuotes

Shopping carts can be saved as eQuotes by any shopper and forwarded to an authorized buyer for review. With e-quote functionality:

- End users configure and price their own systems
- Managers or authorized buyers receive e-mail notification of saved e-quotes for review and approval
- Time-consuming double-entry of order information and costly errors are reduced
- Purchasing bottlenecks are diminished, while spending controls stay in place

You can easily access and purchase eQuotes as well as Sales Quotes via your Dell Premier Page. eQuotes can be modified online prior to purchase. Sales Quotes are generated by a Dell Sales Representative and can be retrieved and purchased through Dell Premier. However, any modifications require Dell Sales Support.

Turn sales quotes into orders quickly and easily.

You can easily retrieve the quotes provided by your Dell Technologies account team, in addition to quotes that you create online, all on your secure Dell Premier portal.

Get your orders underway online 24/7, leverage self-service to order your quotes, track all your Dell orders and even download your packing slips or invoices.

Secure Online Ordering

Secure online orders can be placed at any time through an intuitive, streamlined checkout process.

Real time Order Tracking

When placing an order via Dell Premier, automated email notifications keep you informed of your Dell order status.

At any time, you can access the Online Order Status tool to check the status of your order and view a variety of options relating to current and past Dell purchases (up to two years). You can track orders placed via your Dell Premier page or via your Dell account team.

Reporting

Dell Premier provides easy access to comprehensive, up-to-date, and customizable data regarding all your Dell transactions. Its sophisticated reporting functionality is designed to help you to plan your purchasing, verify your payments, and manage your assets -- all at the click of a mouse. Flexible options allow you to search and sort the information so it's most useful to you.

Security and User Access

Custom-defined access roles support your approval process and control unapproved buying. Dell Premier enables customization of what users can do and see. An employee's access is limited to the information and tools that they need, and the designated administrator in your organization can modify the access role of a user as needed.

Your account team Information

Dell Premier enables easy access to the right Dell contacts. Whenever you want to inquire about products or check prices or an order, your Dell Account Team representative is always standing by to take your call.

Premier Notifications Center

Our messaging center provides you with relevant and timely updates regarding your Dell Premier experience.

- Get automatic notifications about:
- standard configurations
- order processing updates and delivery status
- eQuote status changes
- your Dell account team
- Premier news including latest features

ImageWatch

You can sign up for Dell's ImageWatch service (NDA required) in Dell Premier to view information about technology changes. It provides a 6-months outlook on: Ready To Ship & End Of Marketing Life, for platforms, hardware and software.

ImageWatch service can help you prepare a proactive procurement plan that incorporates future technology changes and minimizes their impact.

Benefits:

- Proactive planning of product changes & transitions.
- Global Standard Platforms (GSP) and their regional availability.
- Ability to create and share product configurations between your company and your account teams.
- Monitor & receive change notifications via dashboard views and on-demand e-mail alerts

Accessibility

Dell Technologies is committed to ensuring digital accessibility for people with disabilities. We are continually improving the user experience for everyone and applying the relevant accessibility standards. The commitment of Dell to diversity and to provide the best customer experience helps us to remain competitive in the marketplace. In Dell's ongoing efforts to strive for accessibility, Dell is committed to the principles and goals of the World Wide Web Consortium's Web Content Accessibility Guidelines (WCAG). Dell works toward the goal of meeting the Level AA criteria as set forth in the guideline.

Support

The Dell support site provides fast, flexible access to a comprehensive array of technical support resources. Designed for support technicians, helpdesk specialists, system engineers and IT managers, Premier Support provides fast access to the knowledge and solutions you need to help you efficiently.

Double Down on Dell Premier

We've got advanced solutions for your complex business needs.

Are you a global customer? Make Dell Premier your one-stop-shop across global operations. Dell Premier offer a sophisticated answer for large-scale technology procurement. Customers with global operations can take advantage of a secure, personalized purchasing and support site that ensures efficient global purchase operations. Learn More

Using an ERP System? Set up integration with Dell Premier. Seamlessly integrate your existing ERP system with Premier from catalog to checkout to delivery—eliminating errors and redundancy—with zero downtime! You can utilize your existing procurement system and leverage the features of Dell Premier when procuring IT such as detailed reporting, customizable solutions and centralized purchasing. Learn More

Already using ITSM (IT Service Management) Software? Invest in decentralizing your purchasing process to make your workflow more efficient. With Dell API technology, you can extend the familiar benefits of your existing ITSM system – including ServiceNow and Remedy-to the Dell Premier purchasing environment. Free up your procurement team's time to focus on strategic initiatives. Learn More

Maximizing your return on investment (ROI) and Economic Impact with Dell Premier

Modernizing IT procurement saves time and money while improving employee productivity.

According to the latest Forrester study, the four-year financial analysis based on the customer interviews and survey found that a composite organization experiences benefits of $1.76 million over 4 years vs costs of $444,0000, adding up to a net present value (NPV) of $1.32 million and an ROI of 297%. The research reveals that customers who use Dell Premier are able to get payback for their efforts in less than 6 months and able to enjoy:

1) A reduced 15% procurement team effort associated with IT hardware purchasing.
2) 1875 hours saved in time spent on device configuration annually.
3) And reduced purchase cost of $68 per device due to product standardization.

Read the study and examine the potential return on investment (ROI) your company may realize by transforming IT procurement with Premier.

What can Dell Premier save your organization?

Create a personalized assessment and business case estimating the savings that Dell Premier can provide for your organization.

Customer Stories

UK Charity Versus Arthritis had an immediate need for a self-service portal in 2020. Versus Arthritis sent all 400 employees home to work when the COVID-19 lockdown was announced in March 2020. While the

charity already had flexible working arrangements in place, staff required additional technology to ensure the effectiveness and connectivity of their home office arrangements. Versus Arthritis needed to enable staff to order equipment direct to their homes rather than to its closed offices.

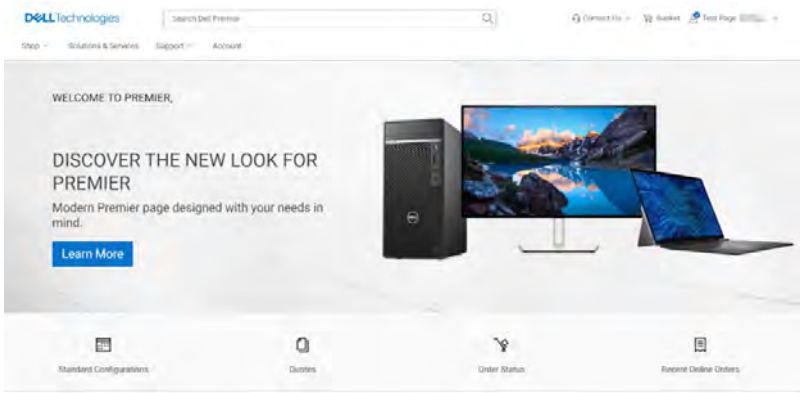
The Dell Technologies account team consulted internal e-commerce experts and proposed a customized version of Dell Premier Procurement Portal. This solution is used by internal IT or procurement teams to order products from the Dell Technologies online catalogue. On the first day of operation the IT team checked and approved nearly 70 orders. In most cases equipment was delivered in 48–72 hours, compared with the 8–9 days it could have taken if bulk orders had been delivered to the head office and redirected to peoples' homes.

- Versus Arthritis - Work From Anywhere with Dell Premier

Dell Premier was essential in helping Arkema migrate its global e-procurement platform – this meant transferring all the integrated systems for its global suppliers. Arkema chose Dell Premier Procurement Integration and Dell Premier Global Procurement to modernize their online platform. This resulted to a quick and effective migration of their global procurement platform in 6 months and 95% of their IT purchases being automated. This particular customer was very happy with the work of the Dell Premier team. While some providers tend to wait and see how things turn out in this kind of project, the Dell Premier team was proactive, anticipating our needs and meeting all deadlines.

- Arkema - Procurement Integration

Dell Premier Page at a glance:



Standard Configurations

Laptops & 2-in-1

Desktops & All-in-Ones

Workstations

Servers, Storage & Networking

Dell Monitors & Projectors

Accessories & Monitors

Software

ADAPTIVE TECHNOLOGY

Grow and transform your network

Easily expand your capacity with uncomplicated and versatile virtualized storage.

Learn More

Appendix E - Dell Limited Hardware Warranty

Limited hardware warranties

Dell-branded hardware products purchased in the U.S. or Canada may come with a 90-day, 1-year, 2-year, 3-year, 4-year, 5-year or other limited hardware warranty. Dell may offer different delivery methods for warranty service, including but not limited to parts and product dispatches, mail-in service and onsite/in-home service. Renewals and extensions of your limited hardware warranty may also be available after you purchase your product(s). To determine the warranty that came with your hardware product(s), or the warranty renewal or extension that you purchased, see your packing slip, invoice, receipt or other sales documentation. Some components of the hardware you purchased may have a shorter warranty than that listed on your packing slip, invoice, receipt or other sales documentation. Additional details related to warranty duration are listed below.

What is covered by this limited hardware warranty?
What is not covered by this limited hardware warranty?
How long does this limited hardware warranty last?
Important Notice Relating to Third Party Product
What do I do if I need warranty service?
What will Dell do?
What if I purchased a service contract?
May I transfer the limited hardware warranty?
Dell Printer Consumables Limited Warranties
Limited Lifetime Warranty for Dell-branded tape media

What is covered by this limited hardware warranty?

This limited hardware warranty covers defects in materials and workmanship in your Dell-branded hardware products, including Dell-branded peripheral products.

What is not covered by this limited hardware warranty?

This limited hardware warranty does not cover:

- Software, including without limitation, the operating system and software added to the Dell-branded hardware products through our factory-integration system, third-party software or the reloading of software
- Non Dell-branded products and accessories
- Problems that result, directly or indirectly, from:
    - External causes such as accident, abuse, misuse or problems with electrical power.
    - Servicing not authorized by Dell.
    - Usage that is not in accordance with product instructions.

- Failure to follow the product instructions or failure to perform preventive maintenance.
- Using accessories, parts or components not supplied by Dell.

- Commercial hardware products that use, or in which have been installed, products or components that have not been provided by Dell.
- Products with missing or altered service tags or serial numbers
- Products for which Dell has not received payment
- Normal wear and tear

FOR COMMERCIAL CUSTOMERS (INCLUDING SMALL, MEDIUM AND LARGE BUSINESS AND GOVERNMENT AND PUBLIC SECTOR CUSTOMERS) AND RESELLERS. This paragraph applies if you purchase Dell products for resale or for commercial or professional purposes. DELL'S RESPONSIBILITY FOR DEFECTS IN MATERIALS OR WORKMANSHIP IS LIMITED TO REPAIR OR REPLACEMENT OF THE PRODUCT AS SET FORTH IN THIS WARRANTY STATEMENT. EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY STATED ABOVE FOR DELL-BRANDED PRODUCTS, DELL PROVIDES NO WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR CONDITION (1) OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NONINFRINGEMENT; (2) RELATING TO ANY THIRD-PARTY PRODUCT OR SOFTWARE; OR (3) REGARDING THE RESULTS TO BE OBTAINED FROM THE PRODUCT OR SOFTWARE. DELL EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS NOT STATED IN THIS LIMITED WARRANTY. THIS LIMITED HARDWARE WARRANTY MAY BE VOIDED BY DELL, AT DELL'S SOLE DISCRETION, IF THIRD PARTY PRODUCTS THAT WERE NOT PROVIDED BY DELL ARE INSTALLED ON YOUR DELL SYSTEM.

FOR CONSUMERS. This section applies if you purchase Dell products that are normally used for personal, family or household purposes.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE, PROVINCE TO PROVINCE OR JURISDICTION TO JURISDICTION.

DELL'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPAIR OR REPLACEMENT AS SET FORTH IN THIS WARRANTY STATEMENT.

FOR ANY INCIDENT COVERED BY THIS DELL LIMITED HARDWARE WARRANTY, YOU MUST USE DELL-PROVIDED PARTS AND PRODUCTS, WHICH DELL WILL PROVIDE TO YOU FOR NO ADDITIONAL CHARGE.

TO THE EXTENT NOT PROHIBITED BY LAW IN YOUR STATE, PROVINCE, JURISDICTION OR COUNTRY, THIS WARRANTY AND THE REMEDIES SET FORTH ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED.

EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS WARRANTY STATEMENT AND TO THE EXTENT NOT PROHIBITED BY LAW, DELL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AND CONDITIONS AGAINST HIDDEN OR LATENT DEFECTS. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES AND CONDITIONS, SO THIS DISCLAIMER MAY NOT APPLY TO YOU.

TO THE EXTENT SUCH WARRANTIES AND CONDITIONS CANNOT BE DISCLAIMED UNDER THE LAWS OF THE UNITED STATES, CANADA (AND ITS PROVINCES) OR OTHERWISE, DELL LIMITS THE DURATION AND REMEDIES OF SUCH WARRANTIES AND CONDITIONS TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY (AS REFLECTED ON YOUR PACKING SLIP, INVOICE, RECEIPT OR OTHER SALES DOCUMENTATION) AND, AT DELL'S OPTION, THE REPAIR OR REPLACEMENT SERVICES DESCRIBED BELOW. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES MAY NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION MAY LAST, SO THE LIMITATION DESCRIBED ABOVE MAY NOT APPLY TO YOU.

NO WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE LIMITED WARRANTY PERIOD HAS EXPIRED. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

WARRANTY SUPPORT ONLY APPLIES WHEN THE COVERED PRODUCT IS LOCATED WITHIN THE COUNTRY IN WHICH DELL ORIGINALLY SOLD THE SYSTEM, AS REFLECTED IN DELL'S RECORDS. IF YOU NEED SUPPORT FOR THE PRODUCT OUTSIDE OF THE COUNTRY OF ORIGIN (FOR EXAMPLE, WHILE TRAVELING, OR IF THE SYSTEM HAS BEEN RELOCATED TO A NEW COUNTRY), THEN DELL MAY OFFER YOU OTHER SUPPORT OPTIONS FOR AN ADDITIONAL CHARGE.

ADDITIONAL TERMS FOR U.S. CONSUMERS. IF YOU CANCEL ANY RENEWED, EXTENDED

OR ENHANCED WARRANTY WITHIN THIRTY (30) DAYS OF RECEIPT OF THIS WARRANTY, YOU WILL RECEIVE A FULL REFUND IF NO CLAIMS HAVE BEEN MADE AGAINST THE WARRANTY. IF ANY CLAIM HAS BEEN MADE AGAINST THE WARRANTY, THEN YOU WILL RECEIVE A PRO-RATA REFUND BASED ON THE RETAIL VALUE OF ANY SERVICE PERFORMED. IF YOU CANCEL THIS WARRANTY AFTER THIRTY (30) DAYS OF YOUR RECEIPT OF THIS WARRANTY, YOU ARE ENTITLED TO A PRO-RATA REFUND AS FOLLOWS: REFUND = THE TOTAL PRICE MINUS THE FOLLOWING: (A) THE VALUE ATTRIBUTABLE TO THE PORTION OF THE RENEWED, EXTENDED OR ENHANCED WARRANTY ALREADY USED (CALCULATED BASED ON THE PERCENTAGE OF DAYS OF THE RENEWED, EXTENDED, OR ENHANCED TERM THAT ALREADY HAVE BEEN USED PRIOR TO OUR RECEIVING NOTICE OF YOUR CANCELLATION); (B) 0.1 MULTIPLIED BY THE TOTAL PRICE; AND (C) THE COST OF ANY REPAIR OR REPLACEMENT PROVIDED TO YOU BEFORE CANCELLATION.

FOR ALL CUSTOMERS. WE DO NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED HARDWARE WARRANTY, AND WE DO NOT ACCEPT LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST OR DAMAGED DATA OR SOFTWARE. DELL DOES NOT WARRANT THAT THE OPERATION OF ANY DELL PRODUCT WILL BE UNINTERRUPTED OR ERROR FREE. OUR LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE SPECIFIC PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH WE ARE RESPONSIBLE.

SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

How long does this limited hardware warranty last?

This limited hardware warranty lasts for the time period indicated on your packing slip, invoice or receipt except for the following Dell-branded hardware:

- All variants of ioDrive® NAND Flash devices carry the length of the limited hardware warranty coverage for the Dell system with which the ioDrive NAND Flash device is shipped. ioDrive NAND Flash devices are not eligible for purchase of extended warranty coverage beyond a total of 5 years of coverage from the original shipment date. Additionally, ioDrive NAND Flash devices use a silicon technology that has a maximum number of physical bytes that can be written to the device (the Rated Life). The applicable limited hardware warranty covers failures due to defects in workmanship and/or materials, but does not cover problems related to the device reaching its maximum Rated Life. **ioDrive is a registered trademark of Fusion-io.**
- As part of standard portable configuration, batteries carry a base 1-year limited hardware warranty regardless of the length of the system warranty. In addition, for some products, a customer has the option of purchasing a battery that comes with a 3-year limited hardware warranty.

- The warranty for a print head that is included as original equipment in the Dell mobile printer is for parts only and is effective for a period of 1-year after the date of purchase of the printer or 1000 prints of printer usage, whichever occurs first.
- Your series 5, 6 or 7 PowerEdge™ RAID Controller (PERC) battery may provide up to 72 hours of controller cache memory backup power when new. Under the 1-year limited hardware warranty, we warrant that the battery will provide at least 24 hours of backup coverage during the 1-year limited hardware warranty period. Service offerings, such as Dell ProSupport™, Dell ProSupport Plus and Dell ProSupport Flex services, may be available to provide longer service periods for an additional fee.
- Your Series 8/9 PERC controller battery comes with a 3-year limited hardware warranty, which cannot be extended beyond 3 years. Service offerings, such as Dell ProSupport™, Dell ProSupport Plus and Dell ProSupport Flex services, may be available to provide longer service periods for an additional fee.
- Projector lamps carry a 1 year limited hardware warranty.
- Dell-certified and Dell-branded memory purchased separately from a Dell system (Dell-certified memory) carries a lifetime limited hardware warranty.
- The limited hardware warranty for monitors purchased independent of a system lasts for the time period indicated on your packing slip, invoice, receipt or other sales documentation. Monitors purchased with a system are covered by the system limited hardware warranty.
- The limited hardware warranty for a Dell external hard disk drive purchased simultaneously with a laptop, desktop, tablet or thin client PC lasts for the longer of (a) 2 years; or (b) the duration of the system's limited hardware warranty.
- Earphones and remote in-line controls carry a 1-year limited hardware warranty.
- Other add-on hardware carries longer hardware warranty of either a 1-year limited hardware warranty for new parts and a 90-day limited hardware warranty for reconditioned parts or, for both new and reconditioned parts, the remainder of the warranty for the Dell product on which such parts are installed.
- Serial ATA (SATA) hard drives in PowerEdge and PowerVault™ systems carry a 1-year limited hardware warranty, independent of system warranty. Service offerings, such as Dell ProSupport™, Dell ProSupport Plus and Dell ProSupport Flex services may be available to provide longer service periods for the SATA hard drive for an additional fee.
- Select PowerConnect™ products: the PowerConnect 2800 series, the PowerConnect 3500 series, the PowerConnect 5500 series, the PowerConnect 6200 series, the PowerConnect 7000 series, the PowerConnect 8000 series and the PowerConnect 8100 series and select Dell

  Networking products: Dell Networking X1000 and X4000 series; the N1000, N2000, N3000 and N4000 series and the S3100 series are covered by the lifetime limited hardware warranty. These products carry a lifetime limited hardware warranty with Basic Hardware Service (repair or replacement) for as long as you own the product. Repair or replacement support for any Dell Networking product with limited lifetime warranty does not include configuration or configuration assistance, or other advanced service and support provided by Dell ProSupport Services. The warranty does not apply to products purchased before first announcement in Spring 2011. Dates vary by region. Contact customer service to verify if your product qualifies. See dell.com/LifetimeWarranty for more details.
- Select PowerConnect products carry an Extended Life Limited Hardware Warranty with Basic Hardware Service, which extends until 5 years after end of product model sales, subject to the specific clarifications and limitations listed below. The Extended Life Limited Hardware Warranty does not include configuration or other advanced service provided by Dell ProSupport™. The Extended Life Limited Hardware Warranty is not transferrable.

  Clarifications and limitations pertaining to products with Extended Life Limited Hardware Warranty

  • B-Series FCX/FCXs — Internal power supply and fans are covered; however, warranty excludes removable optics and LEDs.

• J-Series EX4200 — Warranty does not include optics and limits fan and power supply to 5 years from date of purchase.
• W-Series Access Points: W-AP92/93/93H, W-IAP92/93, W-AP104/105, W-IAP105, W-AP124/125, W-AP134/135, W-IAP134/135 — Warranty limits any power supply, antennae or accessories to 1 year from date of purchase.

- Enterprise SATA value/mix use solid-state drives (SSDs), enterprise SATA read intensive SSDs and slim SATA SSDs are not eligible for purchase of extended warranty coverage beyond 3 years, unless purchased with a separate service offering, such as Dell ProSupport™, Dell ProSupport Plus or Dell ProSupport Flex services, which may be available to provide longer service periods for an additional fee.

- Dell power distribution units (PDUs) and keyboard/monitor/mouse consoles (KMMs) purchased independent of a system carry a 1-year limited hardware warranty. Dell PDUs and KMMs purchased with a system are covered by the greater of 3 years or the term of the system limited hardware warranty.

- All variants of PowerEdge Express Flash PCI Express (PCIe) SSD devices carry the length of the limited hardware warranty coverage for the Dell system with which the PowerEdge Express Flash PCIe SSD device is shipped. PowerEdge Express Flash PCIe SSD devices are not eligible for purchase of extended warranty coverage beyond a total of 5 years of coverage from the original shipment date unless purchased with a separate service offering, such as Dell ProSupport™, Dell ProSupport Plus or Dell ProSupport Flex services. Additionally, PowerEdge Express Flash PCIe SSD devices use a silicon technology that has a maximum number of physical bytes that can be written to the device (the Device Life). The applicable limited hardware warranty covers failures due to defects in workmanship and/or materials, but does not cover problems related to the device reaching its maximum Device Life.
- Except for SAS solid-state drives (SSDs) used in PS Series and SC Series products, enterprise SATA, SAS and NVMe SSDs are not eligible for purchase of extended warranty coverage beyond 3 years from the original shipment date, unless purchased with a separate service offering, such as Dell ProSupport™, Dell ProSupport Plus or Dell ProSupport Flex services, which may be available to provide longer service periods for an additional fee. All such devices have a maximum number of physical bytes that can be written to the device (the Device Life). The applicable limited hardware warranty covers failures due to defects in workmanship and/or materials, but does not cover problems related to the device reaching its maximum Device Life.

The limited hardware warranty on all Dell-branded products purchased directly from Dell begins on the date of the packing slip, invoice, receipt or other sales documentation. For products purchased from third-party retailers or resellers, the limited hardware warranty begins on the date of your original sales receipt. The warranty period is not extended if we repair or replace a warranted product or any parts. Dell may change the availability of limited hardware warranties, at its discretion, but any changes will not be retroactive.

Important Notice Relating to Third Party Product

Dell cannot guarantee the authenticity of the products, limited warranties, service or support, or the accuracy of the listings of products you purchase from a third party. In some cases, such as with battery packs and power adapters, use of third party product may pose an increased risk of reliability or safety issues, including increased risk of fire or explosion. This limited hardware warranty does not cover issues caused by installation or use in a Dell system of any third party product that was not provided by Dell. For Commercial customers, this limited hardware warranty may be voided by Dell, at Dell's sole discretion, if

you install or use in a Dell system any third party product that was not provided by Dell.

What do I do if I need warranty service?

Before contacting Dell, please try one or more of the following:

1. Ensure that you have installed any updates or resolved any issues identified by the monitoring, diagnostic, and proactive support tools such as Dell SupportAssist that are installed on your product. Dell SupportAssist may also be available for download onto your product if it is not already installed. Visit dell.com/supportassist for download files and resources;
2. Access dell.com/support for troubleshooting advice and directions on running hardware diagnostics; and
3. Consult your Owner's Manual.

If you need additional assistance, then, before the warranty expires, please use one of the following support options to contact Dell or our authorized representatives:

1. **Online:** Online, chat and other forms of remote support may be available. Contact information is available at dell.com/support
2. **Telephone support requests:** Contact information is included in the table below. Long distance telephone carrier charges may apply.

Please also have your Dell Service Tag or order number available when you contact Dell.

If you purchased through a retailer (not directly from Dell), you may be required to provide Dell with your original sales receipt from your purchase to receive any warranty service from Dell.

If you purchased through Best Buy, you must have all original sales receipts from your purchase to receive any warranty service at a Best Buy store. For Canada, if you purchased through Future Shop, you must have all original sales receipts from your purchase to receive any warranty service at a Future Shop store.

Contact	Web
Web Support	

Contact	Phone (U.S. Only)	Service Desk (U.S. Only)
Individual Home Consumers:	**U.S. Only**	
Hardware Warranty Support	1-800-624-9896	
Customer Service	1-800-624-9897	
Best Buy Customers	Carry your Dell notebook, Dell desktop or Dell monitor purchased with a Dell desktop into any Best Buy store. Visit bestbuy.com to locate the nearest Best Buy store.	
Wireless Service Provider	1-800-308-3355 Your wireless service provider may also be able to provide hardware warranty service on your Dell smartphone or tablet.	
Individual Home Consumers who purchased through an Employee Purchase Program:		
Hardware Warranty Support and Customer Service	1-800-822-8965	
Home and Home Office Customers:		
Hardware Warranty Support and Customer Service	1-800-456-3355	
Small, Medium, Large or Global Commercial Customers, Healthcare Customers and Value-Added Resellers (VARs):		
Support and Customer Service	1-800-822-8965	
Government and Education Customers:		

Support and Customer Service	1-800-234-1490
Dell-Certified Memory	1-800-BUY-DELL

Alienware™	
Hardware Warranty Support and Customer Service	1-800-ALIENWARE

Contact	**Phone (Canada Only)**
Individual Home Consumers, Home-Office:	1-800-847-4096
All Business, Government, Education Customers and Value-Added Resellers (VARs):	1-800-387-5757
Best Buy Customers	Carry your Dell notebook, Dell desktop or Dell monitor purchased with a Dell desktop into any Best Buy store. Visit bestbuy.ca to locate the nearest Best Buy store.
Future Shop Customers	Carry your Dell notebook, Dell desktop or Dell monitor purchased with a Dell desktop into any Future Shop store. Visit futureshop.ca to locate the nearest Future Shop store.

What will Dell do?

Upon contacting Dell, you will be required to engage in a remote diagnosis session to help determine the cause of your issue. Remote diagnosis may involve customer access to the inside of the product and multiple or extended sessions. If Dell determines that your issue is the result of a defect in materials or workmanship but the issue is not able to be resolved remotely, Dell, at its sole discretion, may dispatch a replacement part to you, arrange for you to send your product or defective part back to Dell's repair depot or replace the part or product with a comparable part or product that may be new or refurbished. If the Dell Limited Hardware Warranty for your product includes onsite/in-home warranty service, then Dell may also elect to dispatch a service technician to your location to perform the repair or replacement (see Important Information about Onsite/In-Home Warranty Service After Remote Diagnosis below).

If your limited hardware warranty has expired or if we determine that the problem is **not** covered under this limited hardware warranty, we may be able to offer you service alternatives on a fee basis.
We use new and refurbished parts made by various manufacturers in performing warranty repairs and in building replacement parts and products. Refurbished parts and products are parts or products that have been returned to Dell, some of which were never used by a customer. All parts and products are inspected and tested for quality. Replacement parts and products are covered for the remaining period of the limited hardware warranty for the product you purchased. Dell owns all parts removed from repaired products and, in most instances, you will be required to return defective parts to Dell.

Dell may use authorized representatives to provide any of the technical support or repair services under this limited hardware warranty.

Important information about returning products to Dell for repair or replacement:

For Mail-in Service: Customer supplies box, pays shipping: Upon a determination by Dell that your product should be returned to Dell for repair or replacement, we will issue a Return Material Authorization (RMA) number that you must include with your return. You must return the product to us in its original or equivalent packaging, prepay shipping charges and insure the shipment or accept the risk if the product is lost or damaged in shipment, which could void warranty coverage as customer-induced damage. We will return the repaired or replacement product to you. We will pay to ship the repaired or replaced product to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the product to you freight collect.

For Mail-in Service: Customer supplies box, Dell pays shipping: Upon a determination by Dell that your product should be returned to Dell for repair or replacement, shipping instructions will be provided to you. You must package the product in its original or equivalent packaging and call the carrier designated on your shipping instructions to arrange a pickup time or, at your convenience, you may take the adequately packaged product to a designated carrier pick up location. As long as you follow our shipping instructions, we will pay standard shipping charges for shipping the product in for repair and for shipping it back to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the product to you freight collect.

For Mail in Service: Dell supplies box and pays shipping: Upon a determination by Dell that your product should be returned to Dell for repair or replacement, packaging, shipping instructions and a prepaid shipping waybill will be sent to you. Upon receipt of the shipping supplies, you must package the product in the material required and call the carrier designated on your shipping instructions to arrange a pickup time. As long as you follow our shipping instructions, we will pay standard shipping charges for shipping

the product in for repair and for shipping it back to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the product to you freight collect.

When you contact us regarding certain products, we may offer to ship you a replacement product prior to receiving your original product back. In such instance, we may require a valid credit card number at the time you request a replacement product. We will not charge or invoice you for the replacement product as long as you return the original product to us within 10 days of your receipt of the replacement product and we confirm that your product issue is covered under this limited hardware warranty. If we do not receive your original product within 10 days, we will charge your credit card or invoice you for the then-current standard price for the product. If upon receipt of your original product, we determine that your product issue is not covered under this limited hardware warranty, you will be given the opportunity to return the replacement unit, at your sole expense, within 10 days from the date we contact you regarding the lack of coverage for your issue or we will charge to your credit card or invoice you the then-current standard price for the product. In addition, if you fail to pay Dell the amounts, Dell may suspend your limited hardware warranty support until the applicable amount is paid. A suspension of your limited hardware warranty for failure to properly return a product or to pay an amount charged for such failure to return a product will not toll the term of your limited hardware warranty and the limited hardware warranty will still expire in accordance with its original term.

NOTE: Before you ship the product(s) to us, make sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s). You are responsible for removing any confidential, proprietary or personal information and removable media such as storage cards or devices, DVDs/CDs or PC Cards regardless of whether a technician is also providing in-home or onsite assistance. We are not responsible for any of your confidential, proprietary or personal information; lost or corrupted data; data or voice charges incurred as a result of failing to remove all SIM cards; or damaged or lost removable media. Please, only include the product components requested by Dell.

Important information about part dispatches by Dell:

For some issues, Dell may dispatch a new or refurbished part for you to replace a defective part, if we agree that the defective part needs to be replaced. You must return the defective part to Dell. When you contact us, we may offer to ship you a replacement part prior to receiving your original part back. In such instances, we may require a valid credit card number at the time you request a replacement part. We will not charge or invoice you for the replacement part as long as you return the original part to us within 10 days of your receipt of the replacement part. Failure to timely return the defective part to Dell in accordance with the written instructions provided with the replacement part may result in the suspension of your limited hardware warranty support or a charge to your credit card or invoice in the amount of the then-current standard Dell price for that part. A suspension of your limited hardware warranty for failure to properly return a part will not toll the term of your limited hardware warranty and the limited hardware warranty will still expire in accordance with its original term.

We will pay to ship the part to you if you use an address in the United States (excluding Puerto Rico and U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Otherwise, we will ship the part freight collect. We will also include a prepaid shipping container with each replacement part for your use in returning the replaced part to us.

NOTE: Before you replace parts, make sure to back up the data on the hard drive(s) and any other storage device(s) in the product(s). You are responsible for removing any confidential, proprietary or personal information and removable media such as storage cards or devices, DVDs/CDs or PC Cards regardless of whether a technician is also providing in-home or onsite assistance. We are not responsible for any of your confidential, proprietary or personal information; lost or corrupted data; data or voice charges incurred as a result of failing to remove all SIM cards; or damaged or lost removable media. When returning parts to Dell, please only include the product components requested by Dell.

Important information about Onsite/In-Home Warranty Service After Remote Diagnosis:

If the Dell Limited Hardware Warranty for your product includes onsite/in-home warranty service, then if Dell determines that your issue is covered under this limited hardware warranty and your problem cannot be resolved remotely or, if applicable, by dispatching a part or replacement product to you, then Dell may dispatch a service technician to your location within the United States (including Puerto Rico, but excluding the other U.S. possessions and territories) or in Canada (in respect of systems registered in Canada). Please tell the technician the full address of your system's location. Both the performance of service and service response times depend upon the time of day your request is received by Dell, the service alternative you purchased, parts availability, geographical restrictions, weather conditions and the terms of this limited hardware warranty. An adult must be present at all times during the service technician's visit. You must grant the service technician full access to the system and (at no cost to Dell) have working space, electricity and a local telephone line. If these requirements are lacking, Dell is not obligated to provide service. In addition, Dell is not obligated to provide service if you fail to provide an environment that is conducive to computer repair, including for example, if you insist on service to be provided at varying locations, if you fail to properly restrain a pet, if you threaten our technician either verbally or physically, or if your location or the general area where the system is located is dangerous, infested with insects, rodents, pests, biohazards, human or animal excrement and/or chemicals as reasonably determined to be unsafe by our technician. If you or your authorized representative is not at the location when the service technician arrives, the service technician will not be able to service your system and you may be charged an additional amount for a follow-up service call.

If Dell determines that your system needs a replacement part, you authorize the on-site technician to act as your service agent to handle the delivery and return of the warranty parts necessary to render on-site repairs. You may incur a charge if you fail to allow the on-site technician to return nonworking/unused units/warranty parts to Dell.

What if I purchased a service contract?

If your service contract is with Dell, service will be provided to you under the terms of the service agreement. Please refer to that contract for details on how to obtain service.

If you purchased through us, a service contract with a third-party service provider, please refer to that contract for details on how to obtain service.

See dell.com/servicecontracts for more details.

May I transfer the limited hardware warranty?

Limited hardware warranties on systems may be transferred if the current **owner** transfers ownership of the system and records the transfer with us. The limited hardware warranty on Dell-certified memory may not be transferred. For U.S. customers, you may record your transfer by going to Dell's website:

Customer Type:	U.S. Ownership Transfer Website:
Home and Home Office:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=19&l=en&s=dhs&~ck=mn
Small and Medium Business:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=04&l=en&s=bsd&~ck=mn
Large Enterprise:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=555&l=en&s=biz&~ck=mn
Federal Government:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC1009777&l=en&s=fed&~ck=mn
State and Local Government:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC978219&l=en&s=slg&~ck=mn
Higher Education:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC956904&l=en&s=hied&~ck=mn
K-12 Education:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC1084719&l=en&s=k12&~ck=mn
Healthcare:	//support.dell.com/support/topics/global.aspx/support/change_order/tag_transfer?c=us&cs=RC968571&l=en&s=hea&~ck=mn

For Canadian customers, you may record your transfer by going to Dell's Canadian website:
//www.dell.com/support/retail/ca/en/cadhs1/ownershiptransfer/IdentifySystem?~ck=mn

If you do not have internet access, call your customer care representative or call 1-800-624-9897.

All requests to transfer ownership are at Dell's sole discretion. All such transfers will be subject to the terms and conditions of the original service or limited hardware warranty agreement and Dell's applicable terms and conditions of sale located at dell.com/terms (for U.S. customers), dell.ca/terms (for Canadian customers — English) or dell.ca/conditions (for Canadian customers — French). Dell cannot guarantee the authenticity of the products, limited warranties, service or support, or the accuracy of the listings of products you purchase from a third party.

Dell Printer Consumables Limited Warranties

The following sections describe the limited warranty for Dell-branded printer consumables (ink cartridges, toner cartridges, photo print packs and photo paper) for the U.S., Canada and Latin America. Refer to the appropriate limited warranty accordingly.

Consumables Limited Warranty (U.S. and Canada Only)

Dell ink

Dell warrants to the original purchaser of genuine Dell-branded ink cartridges that they will be free from defects in material and workmanship for two years beginning on the date of invoice.

Toner

Dell warrants to the original purchaser of genuine Dell-branded toner cartridges that they will be free from defects in material and workmanship for the life of the cartridge under normal use and storage conditions. Lifetime toner warranty applies to the original toner only and does not apply to refilled or remanufactured toner cartridges.

Dell paper

Dell warrants to the original purchaser of genuine Dell Premium Photo Paper and photo print packs that they will be free from defects in material and workmanship for 90 days beginning on the date of invoice.

If any of these products prove defective in either material or workmanship, they will be replaced without charge during the limited warranty period if returned to Dell. You must first call our toll-free number to get your return authorization. In the U.S., call 1-800-822-8965; in Canada, call 1-800-387-5757. If we are not able to replace the product because it has been discontinued or is not available, we will either replace it with a comparable product or reimburse you for the cartridge purchase cost, at Dell's sole option. This limited warranty does not apply to product damage resulting from misuse, abuse, accident, cartridge refilling or remanufacturing by customer, neglect, mishandling or incorrect environments.

Limited Lifetime Warranty for Dell-branded tape media

Dell warrants to you, the end-user customer, that this product will be free from defects in material and workmanship for the lifetime of the product, if it is properly used and maintained. If this product proves

defective in either material or workmanship, Dell, at its option, will (a) repair the product, (b) replace the product or (c) refund the purchase price of the product, provided that the product has been returned to Dell with proof of purchase, such as a purchase order, invoice or sales receipt. You must first contact your local Dell support representative for your authorization option. To contact your local support representative, please visit dell.com, choose your country using the drop down menu located at the top of the page and then click on services and support. This limited lifetime warranty does not apply to failure of the product resulting from misuse, abuse, accident, neglect or mishandling, improperly adjusted or maintained drives, incorrect environments or wear from ordinary use.
THIS LIMITED LIFETIME WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE, PROVINCE TO PROVINCE, JURISDICTION TO JURISDICTION OR COUNTRY TO COUNTRY. DELL'S RESPONSIBILITY FOR MALFUNCTIONS AND DEFECTS IN HARDWARE IS LIMITED TO REPLACEMENT AS SET FORTH IN THIS LIMITED LIFETIME WARRANTY STATEMENT. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS WARRANTY STATEMENT, DELL DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, FOR THE PRODUCT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, SUITABILITY OR NON-INFRINGEMENT. ANY IMPLIED WARRANTIES AND CONDITIONS THAT MAY BE IMPOSED BY AND THAT ARE NOT PERMITTED TO BE DISCLAIMED BY LAW ARE LIMITED IN DURATION TO THE LIMITED WARRANTY PERIOD. SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OF CERTAIN IMPLIED WARRANTIES OR CONDITIONS, OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. THIS LIMITED LIFETIME WARRANTY COVERAGE TERMINATES IF YOU SELL OR OTHERWISE TRANSFER THIS PRODUCT TO ANOTHER PARTY.

DELL DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED FOR IN THIS LIMITED LIFETIME WARRANTY AND WE DO NOT ACCEPT LIABILITY FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, FOR THIRD-PARTY CLAIMS AGAINST YOU FOR DAMAGES, FOR PRODUCTS NOT BEING AVAILABLE FOR USE, OR FOR LOST DATA OR LOST SOFTWARE. DELL'S LIABILITY WILL BE NO MORE THAN THE AMOUNT YOU PAID FOR THE PRODUCT THAT IS THE SUBJECT OF A CLAIM. THIS IS THE MAXIMUM AMOUNT FOR WHICH DELL IS RESPONSIBLE.

SOME STATES, PROVINCES, JURISDICTIONS OR COUNTRIES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE

ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Appendix F - Dell Return Policy

U.S. Return Policy

Direct (applies only to purchases directly from Dell)

Dell values its relationship with you and offers you the option to return most products you purchase directly from Dell. For all purchases not made directly from Dell, please check the return policy of the location from which you purchased your product. Note: If your purchase qualifies for a promotion offered by Dell that extends the return period for a specific product, the return rights and obligations included with the promotion will apply to your purchase.

30-Day Return Period for Certain Products and Accessories: Unless you have a separate agreement with Dell, or except as provided below, all hardware, accessories, peripherals and parts may be returned if requested and approved by Dell within 30 calendar days from the date on the packing slip or invoice for a refund or credit of the purchase price paid. Note that your refund or credit may be reduced by the amount of shipping and handling fees and any applicable restocking fees (as further described below). Any product returned to Dell **without prior authorization** from Dell will be considered an **unauthorized** return, and you will not receive a refund or credit for the product and Dell will not ship the product back to you. For instructions about requesting a return, see "How to Return a Product" below. **All approved returns must be received by Dell within 30 calendar days of the return approval date otherwise the amount of refund or credit may be reduced or eliminated if the product(s) are returned late.**

Exceptions to Dell's 30-Day Return Period:

- **Software may not be returned at any time**, unless the software being returned is:
  1. Application software or operating systems installed by Dell on a returnable system which is being returned within the applicable return period; or
  2. Media-based software that is unopened and still in its sealed package or, if delivered electronically, software that you have not accepted by clicking to agree to applicable terms.
- **Additional products not eligible for return at any time:**
  1. **Dell EMC-**branded products
  2. **Dell Wyse™** and **Wyse**-branded products
  3. Non-Dell-branded enterprise hardware and software products
  4. Customized products
- Unless you have specifically agreed otherwise in your written agreement with Dell, **there is no right of return for software purchased under any type of volume license arrangement.**
- Dell reserves the right to deny any returns in circumstances involving repeated returns, violation of the Dell Terms of Sale or other impermissible activity.

Restocking Fees: Unless the product is defective or the return is a direct result of a Dell error, Dell may charge a restocking fee of **15%** of the purchase price paid less shipping and handling, plus any applicable sales tax, which would be applied through a total reduced refund or credit.

Promotional Items: If you return a purchased item that qualified you for a discount, promotional item or promotional card (for example, buy a service, get a computer half off; buy a computer, get a free printer; buy a TV, get a promotional gift card) and either (i) do not also return the discounted or promotional item or (ii) have already redeemed the promotional card, Dell may deduct the value of the discount, promotional item or redeemed card from any refund or credit you receive for the return of the purchased item.

How to Return a Product: Before returning a product, you MUST first contact Dell customer service and obtain a Credit Return Authorization (CRA) number before the end of the applicable return period. Dell will not accept returns without a CRA number. To find the appropriate phone number or to send an email to customer service to request a CRA number, go to www.dell.com/contactus or see the “Contacting Dell” or "Getting Help" section of your customer documentation. To initiate a return online, please click here.

NOTE: You MUST follow these steps when returning a product:

- Ship the product to Dell. Please note that all approved returns must be received by Dell within 30 days of the date that Dell issues the return authorization and instructions.
- Ship back **all** products you are seeking to return to Dell and for which you received a CRA number. For partial returns, your refund or credit may be less than the invoice or individual component price due to bundled or promotional pricing or any unadvertised discounts or concessions.
- Return the products in their original packaging, in as-new condition, along with any media, documentation and any other items that were included in your original shipment.
- For customers returning a TV, the TV must be returned in the original packaging it was received in (including box and protective cushioning). If you do not have the original packaging, you must provide separate packaging.
- For commercial customers, you must ship the products at your expense, and make sure the shipment is insured, or accept the risk of loss or damage during shipment.

Upon receipt of your return, Dell will issue a credit or refund of the purchase price paid, which may be reduced by the amount of shipping and handling fees and any applicable restocking fees subject to this policy.

Note: Before you return the product to Dell, make sure to back up any data on the hard drive(s) and on any other storage device in the product. Remove all confidential, proprietary and personal information as well as removable media such as flash drives, CDs and PC Cards. Dell is not responsible for any confidential, proprietary or personal information; lost or corrupted data; or damaged or lost removable media that may be included with your return.

Systems configured with an Intel® 8th Gen or later CPU are designed to run optimally with the Microsoft Windows 10 operating system. Removing the factory-installed operating system to run a non-Windows 10 operating system (such as Windows 7 or Windows 8) may make the product ineligible for return to Dell for a refund or cause system instability and performance issues that may not be covered by your warranty, support, or service agreements.

Appendix G - Vendor Certifications

Comptroller of Public Accounts 01-300 (Rev.1-07/17)

TEXAS SALES AND USE TAX PERMIT

This permit is not transferable, and this side must be prominently displayed in your place of business.

Merchants: A copy of this permit does not replace a resale or exemption certificate. You will be responsible for sales tax unless you have a valid resale/exemption certificate on file.

You must obtain a new permit if there is a change of ownership, location, or business location name.

TAXPAYER NAME, BUSINESS LOCATION NAME, and PHYSICAL LOCATION

DELL MARKETING LP

DELL MARKETING LP
8687 N CENTRAL EXPY
DALLAS TX 75225-4427

Type of permit	SALES AND USE TAX
Taxpayer number	1-74-2616805-4
Location number	00005
First business date	01/01/2007

NAICS CODE: 334111 DESCRIPTION ON NEXT LINE:
Electronic Computer MFG

WE SHOW THIS BUSINESS IN THE FOLLOWING LOCAL SALES TAX AUTHORITIES:

CITY: DALLAS EFF: 01/01/2007
TRANSIT: DALLAS MTA EFF: 01/01/2007

SUSAN COMBS
Comptroller of Public Accounts

YOU MAY NEED TO COLLECT SALES AND/OR USE TAX FOR OTHER LOCAL TAXING AUTHORITIES DEPENDING ON YOUR TYPE OF BUSINESS.
If you have any questions regarding sales tax, you may contact the Texas State Comptroller's field office in your area or call 1-800-252-5555, toll free, nationwide. The Austin number is 512/463-4600.

DETACH HERE AND PROMINENTLY DISPLAY YOUR PERMIT ONLY

IS THE INFORMATION PRINTED ON THIS PERMIT INCORRECT?

The information printed on your permit must be accurate and current. To make corrections, you may detach and complete ONLY the information in the form below which is incorrect, and mail it to COMPTROLLER OF PUBLIC ACCOUNTS, 111 E. 17th Street, Austin, TX 78774-0100. 01-300P-4

MAKING CHANGES TO LOCAL TAXING AUTHORITIES OR BUSINESS DESCRIPTION LISTED ON THIS PERMIT

- You will need to contact us to correct the local taxing authorities for this business location. Contact your city/transit authority/county/special purpose district if you are unsure if your business is located within that taxing jurisdiction. We can assist you in determining your local sales and use tax responsibilities, and the appropriate rate for each local taxing authority. Publication 94-105, "Guidelines for Collecting Local Sales and Use Tax" and Publication 96-132, "Texas Sales and Use Tax Rates" are available on the Comptroller's web site at www.window.state.tx.us/taxinfo/local/.
- Visit us online at www.window.state.tx.us/taxinfo/sales/naics_coding.html if you need to correct the description of your business printed on the front of this permit.

MORE INFORMATION ABOUT YOUR PERMIT

- You must prominently display this permit in your place of business.
- The information on your permit is public information.
- You cannot use this permit or a copy of it as a resale or exemption certificate.
- If the location specified on this permit is closed, return this permit to the Comptroller of Public Accounts and indicate the date of the last business transaction.
- Depending on your type of business, you may need to collect sales and/or use tax for other local taxing authorities not listed on this permit.

TEXAS SALES AND USE TAX PERMIT

Taxpayer name shown on the permit: DELL MARKETING LP

Taxpayer number shown on the permit: • 17426168054

Location number shown on the permit: • 00005

Correct business location name •

Correct business location (no P.O. Box or directions accepted) •

City | State | ZIP code •

Change your mailing address and phone number, add a business location, change a business address, or close one or more business locations online at ***https://www.window.state.tx.us/taxmaint/changeaddress.html***

Correct taxpayer name •

Daytime phone *(Area code and number)*

Correct mailing address •

City | State | ZIP code •

Federal Employer Identification number

If you are **no longer in business**, enter the date of your last business transaction. _ _ _ _____

sign here ▸ Taxpayer or authorized agent | Date

OFFICE OF THE COMPTROLLER PUBLIC ACCOUNTS TEXAS

000001130

Form 01-300 (Back) (Rev.1-07/17)

All permits are issued subject to the provisions of the law. This permit may be revoked, suspended, or cancelled for a violation of any provision of any taxing statute administered by the Texas Comptroller of Public Accounts or of any rule adopted by the Comptroller to administer those statutes. Receipt of this permit does not mean that the taxpayer to whom it is issued is in good standing with the Comptroller.

Please note that you are responsible for collecting the correct amount of local taxes. For example, if our records show that one of your locations outside the city limits, and it is, in fact, inside the city, you are still responsible for collecting and remitting the city sales tax. If the local taxing authorities on your sales tax permit are incorrect, please call us, so we can correct them.

Taxpayer name and mailing address

DELL MARKETING LP 92
18006 SKY PARK CIR STE 106
IRVINE CA 92614-6406

OPERATING WITHOUT A VALID PERMIT IS A MISDEMEANOR PUNISHABLE BY A FINE OF NOT MORE THAN $500 PER DAY.

Legal citation: TEX. TAX CODE ANN. chs. 111 and 151.

For an existing business, this permit replaces the permit you now hold for this location. All previous permits of this type issued by the Texas Comptroller of Public Accounts are void.

****** Important Sales Tax Information ******

You must file a sales and use tax return even if you have no taxable sales and/or no tax due.

FILE AND PAY YOUR SALES TAX ONLINE

WebFile automatically calculates the sales tax due and provides a confirmation that we received your return. WebFile is available online at ***www.window.state.tx.us/webfile/salestax.html***

FILE NO TAX DUE RETURNS BY PHONE

You can also file your no tax due sales and use tax return by calling TeleFile at **1-888-4FILING (1-888-434-5464).**

DOWNLOAD SALES AND USE TAX FORMS ONLINE

You will receive a preprinted sales and use tax return in the mail about 20-30 days before each return is due. You can also download sales and use tax forms online at ***www.cpa.state.tx.us/taxinfo/taxforms/01-forms.html***

UPDATE YOUR ACCOUNT INFORMATION

Change your mailing address and phone number, add a business location, change a business address, or close one or more business locations online at ***https://www.window.state.tx.us/acctmaint/changeaddress.html*** or call our toll-free voice mailbox at **1-800-224-1844.**

SALES TAX FREQUENTLY ASKED QUESTIONS

Read our sales tax frequently asked questions online at ***www.window.state.tx.us/taxinfo/sales/questions.html***

You have certain rights *under Chapters 552 and 559, Government Code, to review, request, and correct information we have on file about you. Contact us at the address or toll-free number listed on this form.*

DELL MARKETING L.P.

SECOND AMENDED AND RESTATED

CERTIFICATE OF FORMATION

FILED
In the Office of the
Secretary of State of Texas
FEB 03 2020
Corporations Section

January 30, 2020

Dell Marketing L.P. (the "**Partnership**"), by and through its undersigned general partner, adopts the following in accordance with Sections 3.057 through 3.059 of the Texas Business Organizations Code (the "**TBOC**").

1. The name of the filing entity is Dell Marketing L.P., a Texas limited partnership.

2. The Partnership was formed as a limited partnership on December 23, 1991 and issued file number 6260510 by the Secretary of State of the State of Texas (the "**Secretary of State**"). The Partnership filed an Amended and Restated Certificate of Limited Partnership (the "**Amended and Restated Certificate**") on July 29, 2003 with the Secretary of State.

3. This instrument restates the Amended and Restated Certificate, referred to herein as the certificate of formation, as amended and supplemented by all articles of amendment previously issued by the Secretary of State, and as further amended as set forth herein.

4. This instrument further amends the certificate of formation of the Partnership by:

   a. Replacing all references to provisions of the Texas Revised Limited Partnership Act to the appropriate provisions of the TBOC.
   b. Adding Section 5, which names certain officers of the Partnership duly appointed by the General Partner.

5. Each and every amendment described in paragraph 4 above has been made in accordance with the provisions of the TBOC. The amendments to the certificate of formation and the restated certificate of formation have been approved in the manner required by the TBOC and by the governing documents of the Partnership.

6. The Second Amended and Restated Certificate of Formation attached hereto as **Exhibit A** accurately states the text of the certificate of formation being restated and each amendment thereto that is in effect, and as further amended herein. The attached Second Amended and Restated Certificate of Formation does not contain any other change except for the information permitted to be omitted by the provisions of the TBOC applicable to the Partnership. The existing certificate of formation of the Partnership and all amendments and supplements thereto are hereby superseded by the Second Amended and Restated Certificate of Formation attached hereto.

7. This document is effective when filed by the Secretary of State of the State of Texas.

[Remainder of Page Left Intentionally Blank]

The undersigned affirms that the person designated as registered agent in the Second Amended and Restated Certificate of Formation has consented to the appointment. The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the Partnership to execute this Second Amended and Restated Certificate of Formation.

DELL MARKETING GP L.L.C., general partner

By:
Name: Robert L. Potts
Title: Senior Vice President and Assistant Secretary

EXHIBIT A

Second Amended and Restated Certificate of Formation of Dell Marketing L.P.

(see attached)

DELL MARKETING L.P.

SECOND AMENDED AND RESTATED

CERTIFICATE OF FORMATION

January 27, 2020

This Second Amended and Restated Certificate of Formation of Dell Marketing L.P. (the "**Partnership**") was duly executed and is being filed by Dell Marketing GP L.L.C., a Delaware limited liability company, as general partner, in accordance with Sections 3.057 through 3.060 of the Texas Business Organizations Code (the "**TBOC**"). The following amends and restates the Amended and Restated Certificate of Limited Partnership, which was filed on July 29, 2003.

1. The name of the Partnership is Dell Marketing L.P.

2. The address of the registered office of the Partnership in the State of Texas is: Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company, 211 East 7th Street, Suite 620, Austin, Texas 78701-3218. The name of the registered agent of the Partnership at such address is Corporation Service Company d/b/a CSC-Lawyers Incorporating Service Company.

3. The address of the Partnership's principal office in the United States where records are kept or made available is located at One Dell Way, Round Rock, Texas 78682.

4. The name and address of the sole general partner of the Partnership are as follows:

   Dell Marketing GP L.L.C.
   One Dell Way
   Round Rock, Texas 78682

5. The following officers of the Partnership, among others, have been duly appointed by the general partner of the Partnership:

Name	Title	Address
Richard Jay Rothberg	General Counsel and Secretary	One Dell Way Round Rock, TX 78682
Robert Linn Potts	Senior Vice President and Assistant Secretary	One Dell Way Round Rock, TX 78682

Appendix H - Dell Financial Services

Response to Specific RFP Provisions

Many of the terms and conditions presented in the RFP are applicable to straight procurement/purchase transactions and not to leasing and financing and other flexible payment solutions, which are made available directly through DFS or PFS in accordance with one or more of the separately negotiated DFS or PFS lease or finance agreements ("Lease(s)"). Since the current RFP does not contain any Lease terms and conditions, any eligible Public Agency under this RFP authorized to execute such Leases under applicable law must execute a separate Lease directly with DFS or PFS for the hardware, software, and/or services being procured under this RFP. Each Lease will separately establish a long-term (beyond net 30 days) financial relationship between DFS or PFS and each Public Agency procuring under the NCPA contract). Any Lease solutions will be subject to the terms and conditions of the corresponding DFS or PFS Lease. Each eligible Public Agency will be required to separately negotiate the terms and conditions of its Lease with DFS or PFS directly. To the extent of any conflict or inconsistency between the terms of the DFS or PFS Lease and the terms of this RFP, the terms and conditions of the DFS or PFS Lease will prevail.

In addition, Dell may offer consumption-based models under its Dell APEX Flex on Demand Program ("FOD") as an alternative flexible payment solution under a separate Master Flexible Consumption Agreement ("MFCA"). Any FOD solution will be subject to the terms and conditions of the MFCA only, an example of which is attached hereto in Appendix H. Eligible customer shall negotiate the terms and conditions of such FOD solution directly with vendor or its designated affiliate or its authorized distributor/partner/reseller, including, but not limited to, the MFCA, any flexible consumption schedule ("Schedule"), and any other documentation that may be required for such transaction. The parties recognize that the MFCA and any Schedule executed by the parties hereunder are separate and independent agreements between the eligible customer and Dell or its designated affiliate or its authorized distributor/partner/reseller, with the terms thereof constituting the entire agreement for such transaction. To the extent of any conflict or inconsistency between the terms of the MFCA and the terms of the RFP, and conditions of the MFCA will prevail for such offerings. Samples of the MFCA, Schedules, and any other related documentation that may be applicable are attached in Appendix H.

Dell Financial Services Public Master Lease Agreement

Proprietary to Dell Financial Services, LLC

Dell Financial Services

EFFECTIVE DATE:
MASTER LEASE AGREEMENT NO.

LESSOR: DELL FINANCIAL SERVICES L.L.C. Mailing Address: One Dell Way Round Rock, TX 78682	LESSEE: Principal Address: Fax: Attention:

This Master Lease Agreement ("Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

1. LEASE.

Lessor hereby leases to Lessee and Lessee hereby leases the equipment ("Products"), Software (defined below), and services or fees, where applicable, as described in any lease schedule ("Schedule"). Each Schedule shall incorporate by reference the terms and conditions of this Agreement and contain such other terms as are agreed to by Lessee and Lessor. Each Schedule shall constitute a separate lease of Products ("Lease"). In the event of any conflict between the terms of a Schedule and the terms of this Agreement, the terms of the Schedule shall prevail. Lessor reserves all rights to the Products not specifically granted to Lessee in this Agreement or in a Schedule. Execution of this Agreement does not create an obligation of either party to lease to or from the other.

2. ACCEPTANCE DATE; SCHEDULE.

(a) Subject to any right of return provided by the Product seller ("Seller"), named on the Schedule, Products are deemed to have been irrevocably accepted by Lessee upon delivery to Lessee's ship to location ("Acceptance Date"). Lessee shall be solely responsible for unpacking, inspecting and installing the Products.

(b) Lessor shall deliver to Lessee a Schedule for Products. Lessee agrees to sign or otherwise authenticate (as defined under the Uniform Commercial Code, "UCC") and return each Schedule by the later of the Acceptance Date or five (5) days after Lessee receives a Schedule from Lessor. If the Schedule is not signed or otherwise authenticated by Lessee within the time provided in the prior sentence, then upon written notice from Lessor and Lessee's failure to cure within five (5) days of such notice, Lessor may require the Lessee to purchase the Products by paying the Product Cost charged by the Seller, plus any shipping charges, Taxes or Duties (defined below) and interest at the Overdue Rate accruing from the date the Products are shipped through the date of payment. If Lessee returns any leased Products in accordance with the Seller's return policy, it will notify Lessor. When Lessor receives a credit from the Seller for the returned Product, the Schedule will be deemed amended to reflect the return of the Product and Lessor will adjust its billing records and Lessee's invoice for the applicable Lease. In addition, Lessee and Lessor agree that a signed Schedule may be amended by written notice from Lessor to Lessee provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (defined below) on the Schedule (any increase up to 15% or any decrease) caused by any change made by Lessee in Lessee's order with the Seller.

3. TERM.

The initial term (the "Primary Term") for each Lease shall begin on the date set forth on the Schedule as the Commencement Date (the "Commencement Date"). The period beginning on the Acceptance Date and ending on the last day of the Primary Term, together with any renewals or extensions thereof, is defined as the "Lease Term". The Lease is non-cancelable by Lessee, except as expressly provided in Section 5.

4. RENT; TAXES; PAYMENT OBLIGATION.

(a) The rental payment amount ("Rent") and the payment period for each installment of Rent ("Payment Period") shall be stated in the Schedule. A prorated portion of Rent calculated based on a 30-day month, 90-day quarter or 360-day year (as appropriate) for the period from the Acceptance Date to the Commencement Date shall be added to the first payment of Rent. All Rent and other amounts due and payable under this Agreement or any Schedule shall be paid to Lessor in lawful funds of the United States of America at the payment address for Lessor set forth above or at such other address as Lessor may designate in writing from time to time. Whenever Rent and other amounts payable under a Lease are not paid when due, Lessee shall pay interest on such amounts at a rate equal to the lesser of 1% per month or the highest such rate permitted by applicable law ("Overdue Rate"). Rent shall be due and payable whether or not Lessee has received an invoice showing such Rent is due. Late charges and reasonable attorney's fees necessary to recover Rent and other amounts owed hereunder are considered an integral part of this Agreement. The rate factors used for the calculation of the payment are based in part on similar or like term swap or T-bill rates as published by the US Federal Reserve Board. In the event the applicable rates change between Lessor initially providing the rate factors and the commencement of a Schedule, Lessor reserves the right to change the applicable rate factor commensurate with the change in the applicable rates.

(b) EACH LEASE SHALL BE A NET LEASE. In addition to Rent, Lessee shall pay sales, use, excise, purchase, property, added value or other taxes, fees, levies or assessments lawfully assessed or levied against Lessor or with respect to the Products and the Lease (collectively "Taxes"), and customs, duties or surcharges on imports or exports (collectively, "Duties"), plus all expenses incurred in connection with Lessor's purchase and Lessee's use of the Products, including but not limited to shipment, delivery, installation, and insurance. Unless Lessee provides Lessor with a tax exemption certificate acceptable to the relevant taxing authority prior to Lessor's payment of such Taxes, Lessee shall pay to Lessor all Taxes and Duties upon demand by Lessor. Lessor may, at its option, invoice Lessee for estimated personal property tax with the Rent Payment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Products.

(c) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5, LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE AGAINST LESSOR, LESSOR'S ASSIGNS, THE SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE PRODUCTS, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR

POSSESSION, OR OTHERWISE. If any Product is unsatisfactory for any reason, Lessee shall make its claim solely against the Seller of such Product (or the Licensor in the case of Software, as defined below) and shall nevertheless pay Lessor or its assignee all amounts due and payable under the Lease.

5. APPROPRIATION OF FUNDS.

(a) Lessee intends to continue each Schedule for the Primary Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Primary Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which the Rent and other amounts due may be paid.

(b) Lessee may terminate a Schedule in whole, but not in part by giving at least sixty (60) days' notice prior to the end of the then current Fiscal Period (as defined in the Lessee's Secretary/Clerk's Certificate provided to Lessor) certifying that: (1) sufficient funds were not appropriated and budgeted by Lessee's governing body or will not otherwise be available to continue the Lease beyond the current Fiscal Period; and (2) that the Lessee has exhausted all funds legally available for payment of the Rent beyond the current Fiscal Period. Upon termination of the Schedule, Lessee's obligations under the Schedule (except those that expressly survive the end of the Lease Term) and any interest in the Products shall cease and Lessee shall surrender the Products in accordance with Section 8. Notwithstanding the foregoing, Lessee agrees that, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Lease Term for adequate funds to meet its Lease obligations and to continue the Schedule in force..

(c) Lessor and Lessee intend that the obligation of Lessee to pay Rent and other amounts due under a Lease constitutes a current expense of Lessee and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Lessee's current Fiscal Period.

6. LICENSED MATERIALS.

Software means any operating system software or computer programs included with the Products (collectively, "Software"). "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including, without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Products. Lessee agrees that this Agreement and any Lease (including the sale of any Product pursuant to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms "sell," "purchase," "license," "lease," and the like in this Agreement or any Schedule with respect to Software shall be interpreted in accordance with this Section 6.

7. USE; LOCATION; INSPECTION.

Lessee shall: (a) comply with all terms and conditions of any Licensed Materials; and (b) possess and operate the Products only (i) in accordance with the Seller's supply contract and any service provider's maintenance and operating manuals, the documentation and applicable laws; and (ii) for the business purposes of Lessee. Lessee agrees not to move Products from the location specified in the Schedule without providing Lessor with at least 30 days prior written notice, and then only to a location within the continental United States and at Lessee's expense. Without notice to Lessor, Lessee may temporarily use laptop computers at other locations, including outside the United States, provided Lessee complies with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as those Acts are amended from time to time (or any successor or similar legislation). Provided Lessor complies with Lessee's reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours after reasonable notice in order to confirm Lessee's compliance with its obligations under this Agreement.

8. RETURN.

At the expiration or earlier termination of the Lease Term of any Schedule, and except for Products purchased pursuant to any purchase option under the Lease, Lessee will (a) remove all proprietary data from the Products and (b) return them to Lessor at a place within the contiguous United States designated by Lessor. Upon return of the Products, Lessee`s right to the operating system Software in returned Products will terminate and Lessee will return the Products with the original certificate of authenticity (attached and unaltered) for the original operating system Software. Lessee agrees to deinstall and package the Products for return in a manner which will protect them from damage. Lessee shall pay all costs associated with the packing and return of the Products and shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products or operating system Software. If Lessee fails to return all of the Products at the expiration of the Lease Term or earlier termination (other than for non-appropriation) in accordance with this Section, the Lease Term with respect to the Products that are not returned shall continue to be renewed as described in the Schedule.

9. RISK OF LOSS; MAINTENANCE; INSURANCE.

(a) From the date the Products are delivered to Lessee's ship to location until the Products are returned to Lessor's designated return location or purchased by Lessee, Lessee agrees: (i) to assume the risk of loss or damage to the Products; (ii) to maintain the Products in good operating condition and appearance, ordinary wear and tear excepted; (iii) to comply with all requirements necessary to enforce all warranty rights; and (iv) to promptly repair any repairable damage to the Products. During the Lease Term, Lessee at its sole discretion has the option to purchase a maintenance agreement from the provider of its choice (including, if it so chooses, to self-maintain the Products) or to forgo such maintenance agreement altogether; regardless of Lessee's choice, Lessee will continue to be responsible for its obligations as stated in the first sentence of this Section. At all times, Lessee shall provide the following insurance: (x) casualty loss insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as loss payee; and (y) liability insurance with respect to the Products for no less than an amount as required by Lessor, with Lessor named as an additional insured; and (z) such other insurance as may be required by law which names Lessee as an insured and Lessor as an additional insured. Upon Lessor's prior written consent, Lessee may provide this insurance pursuant to Lessee's existing self-insurance policy or as provided for under state law. Lessee shall provide Lessor with either an annual certificate of third party insurance or a written description of its self-insurance policy or relevant law, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy or Lessee's self-insurance program, if previously approved by Lessor. If Lessee does not give Lessor evidence of insurance in accordance with the standards herein, Lessor has the right, but not the obligation, to obtain such insurance covering Lessor's interest in the Products for the Lease Term, including renewals. If Lessor obtains such insurance, Lessor will add a monthly, quarterly or annual charge (as appropriate) to the Rent to reimburse Lessor for the insurance premium and Lessor's then current insurance administrative fee.

(b) If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Products ("Casualty Products"), Lessee shall promptly (i) notify Lessor of the same and (ii) pay to Lessor the Stipulated Loss Value for the Casualty Products. The Stipulated Loss Value is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessor; plus (d) all other amounts to become due and owing during the remaining Lease Term. Unless priced as a tax-exempt Schedule, each of (b) and (c) shall be calculated using the federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule. The discount rate applicable to tax-exempt Schedules shall be federal funds

rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule less 100 basis points.

10. ALTERATIONS.

Lessee shall, at its expense, make such alterations to Products during the Lease Term as are legally required or provided at no charge by Seller. Lessee may make other alterations, additions or improvements to Products provided that any alteration, addition or improvement shall be readily removable and shall not materially impair the value or utility of the Products. Upon the return of any Product to Lessor, any alteration, addition or improvement that is not removed by Lessee shall become the property of Lessor free and clear of all liens and encumbrances.

11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents, warrants and covenants to Lessor and will provide to Lessor at Lessor's request all documents deemed necessary or appropriate by Lessor, including Certificates of Insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form satisfactory to Lessor) and Opinions of Counsel (in substantially such form as provided to Lessee by Lessor and otherwise satisfactory to Lessor) to the effect that, as of the time Lessee enters into this Agreement and each Schedule that:

(a) Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the Agreement or any Schedule, with full power and authority to enter into this Agreement and any Schedules and perform all of its obligations under the Leases;

(b) This Agreement and each Schedule have been duly authorized, authenticated and delivered by Lessee by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement against Lessee;

(c) This Agreement and each Schedule constitute the valid, legal and binding obligations of Lessee, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Lessee of the Agreement or any Schedule and the transactions contemplated thereby;

(e) Lessee has complied with such public bidding requirements and other state and federal laws as may be applicable to the Agreement and any Schedule and the acquisition by Lessee of the Products;

(f) The entering into and performance of the Agreement or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Lessee; (ii) result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created pursuant to this Agreement;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best of Lessee's knowledge and belief is there any basis therefor, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Agreement or any Schedule;

(h) The Products are essential to the proper, efficient and economic operation of Lessee or to the services which Lessee provides to its citizens. Lessee expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected to diminish during the applicable Lease Term. The Products will be used for the sole purpose of performing one or more of Lessee's governmental or proprietary functions consistent within the permissible scope of Lessee's authority; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Rent payments and other obligations under this Agreement and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; FINANCE LEASE.

(a) Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and any right of return provided by any Seller.

(b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS. LESSOR LEASES THE PRODUCTS AS-IS AND MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR OR ITS ASSIGNEE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY PRODUCTS.

(c) IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS EVEN IF LESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

(d) Lessee agrees that it is the intent of both parties that each lease qualify as a statutory finance lease under Article 2A of the UCC. Lessee acknowledges either (i) that Lessee has reviewed and approved any written supply contract covering the Products purchased from the Seller for lease to Lessee or (ii) that Lessor has informed or advised Lessee, in writing, either previously or by this Agreement, that Lessee may have rights under the supply contract evidencing the purchase of the Products and that Lessee should contact the Seller for a description of any such rights. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

13. EVENTS OF DEFAULT.

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

(a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 15 days after the date that such payment is due;

(b) Any representation or warranty made by Lessee to Lessor in connection with this Agreement, any Schedule or any other Document is at the time made materially untrue or incorrect;

(c) Lessee fails to comply with any other obligation or provision of this Agreement or any Schedule and such failure shall have continued for 30 days after notice from Lessor;

(d) Lessee (i) is generally not paying its debts as they become due or (ii) takes action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property and such petition is not dismissed within 60 days; or

(e) Any provision of this Agreement ceases to be valid and binding on Lessee, is declared null and void, or its validity or enforceability is contested by Lessee or any governmental agency or authority whereby the loss of such provision would materially adversely affect the rights or

security of Lessor, or Lessee denies any further liability or obligation under this Agreement; or

(f) Lessee is in default under any other lease, contract, or obligation now existing or hereafter entered into with Lessor or Seller or any assignee of Lessor.

14. REMEDIES: TERMINATION

(a) Upon an Event of Default under any Schedule all of Lessee's rights (including its rights to the Products), but not its obligations thereunder, shall automatically be cancelled without notice and Lessor may exercise one or more of the following remedies in its sole discretion:

(i) require Lessee to return any and all such Products in accordance with Section 8, or if requested by Lessor, to assemble the Products in a single location designated by Lessor and to grant Lessor the right to enter the premises where such Products are located (regardless of where assembled) for the purpose of repossession;

(ii) sell, lease or otherwise dispose of any or all Products (as agent and attorney-in-fact for Lessee to the extent necessary) upon such terms and in such manner (at public or private sale) as Lessor deems advisable in its sole discretion (a "Disposition");

(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated Loss Value of the Products in lieu of any further Rent, in which event Lessee shall pay such amount to Lessor within 10 days after the date of Lessor's demand; or

(iv) proceed by appropriate court action either at law or in equity (including an action for specific performance) to enforce performance by Lessee or recover damages associated with such Event of Default or exercise any other remedy available to Lessor in law or in equity.

(b) Lessee shall pay all costs and expenses arising or incurred by Lessor, including reasonable attorney fees, in connection with or related to an Event of Default or the repossession, transportation, re-furbishing, storage and Disposition of any or all Products ("Default Expenses"). In the event Lessor recovers proceeds (net of Default Expenses) from its Disposition of the Products, Lessor shall credit such proceeds against the owed Stipulated Loss Value. Lessee shall remain liable to Lessor for any deficiency. With respect to this Section, to the extent the proceeds of the Disposition (net of Default Expenses) exceed the Stipulated Loss Value owed under the Lease, or Lessee has paid Lessor the Stipulated Loss Value, the Default Expenses and all other amounts owing under the Lease, Lessee shall be entitled to such excess and shall have no further obligations with respect to such Lease. All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together.

15. QUIET ENJOYMENT.

Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of Products during the relevant Lease Term, provided no Event of Default has occurred and is continuing. Lessor represents and warrants that as of the Commencement Date of the applicable Schedule, Lessor has the right to lease the Products to Lessee.

16. INDEMNIFICATION.

To the extent permitted by law, Lessee shall indemnify, defend and hold Lessor, its assignees, and their respective officers, directors, employees, representatives and agents harmless from and against, all claims, liabilities, costs or expenses, including legal fees and expenses (collectively, "Claims"), arising from or incurred in connection with this Agreement, any Schedule, or the selection, manufacture, possession, ownership, use, condition, or return of any Products (including Claims for personal injury or death or damage to property, and to the extent Lessee is responsible, Claims related to the subsequent use or Disposition of the Products or any data in or alteration of the Products. This indemnity shall not extend to any loss caused solely by the gross negligence or willful misconduct of Lessor. Lessee shall be responsible for the defense and resolution of such Claim at its expense and shall pay any amount for resolution and all costs and damages awarded against or incurred by Lessor or any other person indemnified hereunder; provided, however, that any person indemnified hereunder shall have the right to participate in the defense of such Claim with counsel of its choice and at its expense and to approve any such resolution. Lessee shall keep Lessor informed at all times as to the status of the Claim.

17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

As between Lessor and Lessee, title to Products (other than any Licensed Materials) is and shall remain with Lessor. Products are considered personal property and Lessee shall, at Lessee's expense, keep Products free and clear of liens and encumbrances of any kind (except those arising through the acts of Lessor) and shall immediately notify Lessor if Lessor's interest is subject to compromise. Lessee shall not remove, cover, or alter plates, labels, or other markings placed upon Products by Lessor, Seller or any other supplier.

18. NON PERFORMANCE BY LESSEE.

If Lessee fails to perform any of its obligations hereunder or under any Schedule, Lessor shall have the right but not the obligation to effect such performance and Lessee shall promptly reimburse Lessor for all out of pocket and other reasonable expenses incurred in connection with such performance, with interest at the Overdue Rate.

19. NOTICES.

All notices shall be given in writing and, except for billings and communications in the ordinary course of business, shall be delivered by overnight courier service, delivered personally or sent by certified mail, return receipt requested, and shall be effective from the date of receipt unless mailed, in which case the effective date will be four (4) Business Days after the date of mailing. Notices to Lessor by Lessee shall be sent to: Dell Financial Services L.L.C., Attn. Legal Department, One Dell Way, Round Rock, TX 78682, or such other mailing address designated in writing by Lessor. Notice to Lessee shall be to the address on the first page of this Agreement or such other mailing address designated in writing by Lessee.

20. ASSIGNMENT.

(a) LESSEE MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE, OR SUBLEASE ANY PRODUCT(S) WITH THE PRIOR WRITTEN CONSENT OF LESSOR (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD). LESSOR, AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. No assignment or sublease shall in any way discharge Lessee's obligations to Lessor under this Agreement or Schedule.

(b) Lessor may at any time without notice to Lessee, but subject to the rights of Lessee, transfer, assign, or grant a security interest in any Product, this Agreement, any Schedule, or any rights and obligations hereunder or thereunder in whole or in part. Lessee hereby consents to such assignments, agrees to comply fully with the terms thereof, and agrees to execute and deliver promptly such acknowledgments, opinions of counsel and other instruments reasonably requested to effect such assignment.

(c) Subject to the foregoing, this Agreement and each Schedule shall be binding upon and inure to the benefit of Lessor, Lessee and their successors and assigns.

21. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY LAW WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. LESSEE CONSENTS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN , , AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURT, AND FURTHER WAIVES ANY RIGHT TO A TRIAL BY JURY.

22. MISCELLANEOUS.

(a) The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted without any strict construction in favor of or against either party.

(b) The provisions of Sections 6, 8, 11, 12(b), 12(c), 12(d), 16, 21 and 22 shall continue in full force and effect even after the term or expiration of this Agreement or any Schedule.

(c) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duly authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.

(d) Lessee shall furnish such financial statements of Lessee (prepared in accordance with generally accepted accounting principles) and other information as Lessor may from time to time reasonably request.

(e) If any provision(s) of this Agreement is deemed invalid or unenforceable to any extent (other than provisions going to the essence of this Agreement) the same shall not in any respect affect the validity, legality or enforceability (to the fullest extent permitted by law) of the remainder of this Agreement, and the parties shall use their best efforts to replace such illegal, invalid or unenforceable provisions with an enforceable provision approximating, to the extent possible, the original intent of the parties.

(f) Unless otherwise provided, all obligations hereunder shall be performed or observed at the respective party's expense.

(g) Lessee shall take any action reasonably requested by Lessor for the purpose of fully effectuating the intent and purposes of this Agreement or any Schedule. If any Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a first priority security interest in the Products and all proceeds thereof. Lessee acknowledges that by signing this Agreement, Lessee has authorized Lessor to file any financing statements or related filings as Lessor may reasonably deem necessary or appropriate. Lessor may file a copy of this Agreement or any Schedule in lieu of a financing statement.

(h) This Agreement and any Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent each Schedule would constitute chattel paper as such term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either “Original” or “Counterpart Number 1”.

(i) This Agreement and the Schedules hereto between Lessor and Lessee set forth all of the understandings and agreements between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. Except as permitted herein, this Agreement and any Schedule may be amended only by a writing duly signed or otherwise authenticated by Lessor and Lessee.

(j) If Lessee delivers this signed Master Lease, or any Schedule, amendment or other document related to the Master Lease (each a “Document”) to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor’s database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee’s representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor’s option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.

“Lessee”

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Dell Financial Services L.L.C.
“Lessor”

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Dell Financial Services

Secretary/Clerk Certificate Instructions

1. In the blocks under paragraph (ii) with the headings “NAME OF AUTHORIZED SIGNATORY”, “TITLE OF AUTHORIZED SIGNATORY” and “SIGNATURE OF AUTHORIZED SIGNATORY”, all persons who are authorized to execute and deliver the Agreement and any related Lease Schedule(s) from time to time thereunder between the Public Entity and Customer should write or type his/her name under the “Name of Authorized Signatory” heading, write or type his/her title under the “Title of Authorized Signatory” heading, and sign his/her name under the “Signature of Authorized Signatory” heading in the block across from his/her name and title. **The person(s) listed and executing in the blocks under paragraph (ii) must not be the same person executing the Certificate on behalf of the Public Entity (Clerk, Secretary, etc.) listed at the top of the Certificate and executing in the signature block at the bottom of the Certificate under the “In Witness Whereof” language;**

2. The Clerk, Secretary, etc. should insert the Agreement No. in paragraph (iii), if known;

3. The Clerk, Secretary, etc. should strike paragraph (v) of the Certificate if this paragraph is not applicable to the Public Entity;

4. If paragraph (v) of the Certificate is applicable to the Public Entity, the Clerk, Secretary, etc. should insert “regular” or “special” in the first blank and then insert the date of the meeting of the governing body of the Public Entity in the second blank;

5. The Clerk, Secretary, etc. should write or type the Fiscal Period of the Public Entity in paragraph (ix);

6. The Clerk, Secretary, etc. should write or type his/her name, title, name and State of the Public Entity in the top portion of the Certificate and date, sign & print his/her name and title at the bottom of the Certificate under the “In Witness Whereof” language; and

7. If required by local law, the Certificate should be notarized by a notary public. The notary public should be a person other than the Clerk, Secretary, etc. executing under the “In Witness Whereof” language of the Certificate.

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Dell Financial Services

SECRETARY/CLERK CERTIFICATE

I, _____, do hereby certify that:

(i) I am the duly elected, qualified, and acting _____ (Clerk, Secretary, etc.) of , a public entity (the "Public Entity").

(ii) Each of the persons whose name, title and signature appear below is a duly authorized representative of the Public Entity and holds on the date of this Certificate the formal title set forth opposite his/her name and the signature appearing opposite each such person's name is his/her genuine signature:

NAME OF AUTHORIZED SIGNATORY (cannot be Clerk/Secretary authenticating this certificate)	TITLE OF AUTHORIZED SIGNATORY	SIGNATURE OF AUTHORIZED SIGNATORY

(iii) Each such representative is duly authorized for and on behalf of the Public Entity to execute and deliver that certain Master Lease Agreement No. (the "Agreement") and any related Lease Schedules from time to time thereunder (the "Schedules") between the Public Entity and Customer, or its assignee (collectively, "Lessor"), and all agreements, documents, and instruments in connection therewith, including without limitation, schedules, riders and certificates of acceptance.

(iv) The execution and delivery of any such Agreement and/or Schedule and all agreements, documents, and instruments in connection therewith for and on behalf of the Public Entity are not prohibited by or in any manner restricted by the terms of the Charter or other document pursuant to which the Public Entity is organized or of any loan agreement, indenture or contract to which the Public Entity is a party or by which it or any of its property is bound.

(v) [STRIKE IF NOT APPLICABLE] The Public Entity did, at a duly called _____ (regular or special) meeting of the governing body of the Public Entity attended throughout by the requisite majority of the members thereof held on the _____ day of _____ by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith on behalf of the Public Entity by the authorized representative(s) of the Public Entity named in paragraph (ii) above. Such action approving the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith and authorizing the execution thereof has not been altered or rescinded by the Public Entity.

(vi) No event or condition that constitutes (or with notice or lapse of time or both, would constitute) an Event of Default, as defined in the Agreement, exists at the date hereof.

(vii) All insurance required in accordance with the Agreement is currently maintained by the Public Entity.

(viii) The Public Entity has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rent payments scheduled to come due during the first Fiscal Period and to meet the Public Entity's other obligations for the first Fiscal Period, as such terms are defined in the Agreement, and such funds have not been expended for other purposes.

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(ix) The Fiscal Period of the Public Entity is from _____ to _____.

(x) The foregoing authority and information shall remain true and in full force and effect, and Lessor shall be entitled to rely upon same, until written notice of the modification, rescission, or revocation of same in whole or in part, has been delivered to Lessor, but in any event shall be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Lessor of said written notice of said modification, rescission or revocation.

IN WITNESS WHEREOF:

By: _____

Name: _____

Title: _____
(Clerk or Secretary)

Date: _____

Subscribed to and sworn before me:

Notary Public: _____.
(Name)

Date: _____.

My commission expires: _____.

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Dell Financial Services

Billing and Schedule Information

Welcome to Dell Financial Services (DFS). We look forward to establishing a long-lasting relationship with you and your team. To ensure your account is setup properly in our systems please provide the information below, working with your Accounts Payable team as needed. Once ready, return it to your DFS Sales Representative or send it to DFS_Customer_Setup@Dell.com. If you have any questions about the form, contact your representative. Thank you.

I. Preparing Your A/P System to Remit DFS Payments:

Below is the most commonly requested information by our customers to assist them in setting up their systems to successfully remit DFS payments. If you require any other information, please contact your representative.

ACH Instructions (preferred)	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	DFS Accounts Only ABA # **021000021** Account # **432217011** MUST INCLUDE CONTRACT & SCHEDULE NUMBER OR INVOICE NUMBER CTX+ format should be first choice if it is an option Email remittance to **USDFSCASHPAYMENTS@dell.com**
Wire Transfer Instructions	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	DFS Accounts Only ABA # **021000021** Account # **432217011** MUST INCLUDE CONTRACT & SCHEDULE NUMBER OR INVOICE NUMBER Email remittance to **USDFSCASHPAYMENTS@dell.com** JPM Swift Code for international wires only: **CHASUS33**
Payee Information	Dell Financial Services L.L.C. Payment Processing Center Federal Tax ID# 74-2825828	PO Box 6549 Carol Stream, IL 60197-6549

II. Your Company Information:

Company Name: _____

Physical Address (primary location): _____

City, State, ZIP: _____

Federal Tax ID: _____

III. Schedules:

Name of recipient(s) to receive monthly schedules **for reconciliation:**

Attention: _____ Email Address: _____

Name of individual(s) that **will sign** schedules (this individual should be named as an authorized signatory on the Incumbency or Secretary Clerk Certificate)

Attention: _____ Title: _____

Telephone Number: _____ Email Address: _____

Would you prefer to sign your documents electronically via Echosign? ☐ Yes ☐ No (not available to Public entities)

Do any of the following criteria need to appear on your schedule?*

☐ Cost Center ☐ Equipment Type ☐ Equipment Location ☐ PO Number

*Invoices will follow the format of the schedule and include a breakout of the items above if requested.

IV. Purchase Orders:

Your PO should be issued to Dell Financial Services L.L.C.

If you are unable to issue purchase orders to DFS please specify how the PO Number will be issued:

Do you utilize blanket PO Numbers? ☐ Yes ☐ No

Do you use a different PO Number for payment versus procurement? ☐ Yes ☐ No

Is PO fulfillment required for scheduling? ☐ Yes ☐ No

DFS will consolidate shipped orders and place on a schedule for your review. If you have any special consolidation requirements, please contact your DFS Sales representative.

Is board approval necessary? ☐ Yes ☐ No If yes, when are meetings held? _____

Fiscal Year is from _____ to _____

V. Invoicing/Billing Contact Information:

Accounts Payable (AP) Contact Name:

Does this billing address match the primary location above? ☐ Yes (If yes, please skip and proceed to Invoice Preference) ☐ No

AP Address:

City, State, ZIP:

County:

AP Email Address: AP Direct Telephone Number:

Email Address for PDF or Electronic Invoices (if different than AP contact):

VI. Invoice Preferences (choose one from each category):

Invoice Options: ☐ **Contract Level** (one invoice per contract) ☐ **Consolidated** (one invoice for all contracts that have the same due date)

Invoice Format: ☐ **Detail** (asset level) ☐ **Summary**

Delivery Format: ☐ **Paper** (USPS) ☐ **PDF** (paper copy is not mailed) ☐ **Electronic CSV** (converted to Excel)

☐ **3rd Party Invoicing Tool, Ariba/SAP** (enter tool name):

Do you need separate invoices for miscellaneous billings? ☐ Yes ☐ No

Do you require a PO Number on the invoice to process payment? ☐ Yes ☐ No

Note: the typical invoice processing time is 30 days. If you require more time, please contact your DFS Sales Representative.

VII. Taxes and Fees:

Is your company/entity tax exempt? ☐ Yes ☐ No

If not exempt, do you intend to finance upfront tax (if applicable) on the schedules (contracts)? ☐ Yes ☐ No

Personal Property Tax (PPT): ☐ Rebill Annually ☐ Monthly Property Management Fee

California Environmental Fee: Do you intend to finance the California Environmental Fee, if applicable? ☐ Yes ☐ No

Do you intend to finance shipping by adding shipping costs for the products to your schedule? ☐ Yes ☐ No

VIII. Additional Tax Information:

Sales/Use Tax Exemption: Please provide your tax exemption or direct pay certificate to both DFS and the product vendor. Certificates intended for Leases should be issued to Dell Financial Services L.L.C., and those for Loans should be issued to the product vendor. Where required, sales/use taxes will be assessed and invoiced to DFS by the vendor.

Note: If tax exempt, a valid Tax Exemption or Direct Pay Certificate must be provided **for each state** in which the products are located.

Tax Exempt Certificate Requirements:

- Address to Dell Financial Services
- Should coincide with the date the schedule is signed
- List a description of the items; computer hardware/software is generally sufficient
- Signed by an authorized employee/owner

The following are not acceptable forms of Tax Exemption Certificates:

- IRS letter declaring the company as a non-profit (501-C) entity*
- CA letter exempting a company from Franchise and Income Tax
- W-9 form
- State registration certificates

*Mississippi is the only state that accepts the IRS letter as an acceptable exemption certificate

Business Personal Property Tax: Tangible business personal property is taxable in most states. In general, the definition of tangible property is personal property that can be seen, weighed, measured, felt, or otherwise perceived by the senses but does not include a document that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.

Lease Schedules:

Fair Market Value Lease

$1 Out Purchase Option Lease

Tax Exempt Lease Purchase Lease

Dell Flex Lease Purchase

PCaaS Schedule

Software Schedule

Proprietary to Dell Financial Services, LLC

[Customer Name]
TRUE LEASE SCHEDULE NO.
MASTER LEASE AGREEMENT NO.

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. ("Agreement") DATED BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER:

Product Description	Product Location	Lessee Purchase Order No.	Rent*	Primary Term (Mos.)	Commencement Date**
See Exhibit 'A'	See Exhibit 'A'				

Total Product Acquisition Cost:

Rent is payable: in

Payment Period:

*Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

**The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

TRUE LEASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. **TRUE LEASE**: The parties intend for this lease to constitute a true lease of Products under the UCC and all applicable laws. If this Lease is determined to be a lease intended as security, in no event shall Lessee be obligated to pay any time price balance differential in excess of the maximum amount permitted by applicable law (as specified herein or the state where the Products are located, whichever law permits the greater amount). In the event Lessor shall receive anything of value under a Lease that is deemed interest which would exceed the maximum amount of interest allowed under the law, the excess amount shall be applied to the reduction of the unpaid time price balance or shall be refunded to Lessee. In order to reduce the unpaid time price balance, any amount deemed interest shall, to the fullest extent permitted by applicable law, be amortized and spread uniformly throughout the Lease Term.

2. **END OF LEASE OPTIONS**.

(a) Provided that no Event of Default has occurred and is continuing, and at least 90 days but no more than 180 days prior to the expiration of the Primary Term (the "Expiration Date"), Lessee will give irrevocable written notice to Lessor of its intention to either:

(i) purchase all of the Products at the Fair Market Value (as defined below);
(ii) renew the Lease Term for a minimum of six (6) months at a rate and for a term agreed upon by both parties; or
(iii) return all of the Products in accordance with the Agreement.

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(b) If Lessee exercises the option to purchase the Products then, upon receipt of payment of the "Fair Market Value" (defined below), plus applicable taxes, Lessor will sell the Products to Lessee AS IS-WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. The Fair Market Value purchase price shall be paid on or before the last day of the Primary Term. "Fair Market Value" means the price of the Products, installed, in use and in the condition required by the Agreement as determined by Lessor in its reasonable judgment. If Lessee disagrees with the Fair Market Value, Lessee shall notify Lessor in writing within 60 days prior to the Expiration Date and, upon Lessee's request, and within ten (10) days after receipt of Lessee's notice, Lessor shall appoint a qualified appraiser reasonably acceptable to Lessee to appraise the retail value of the Products. The amount determined by such appraiser shall be the final Fair Market Value. Lessor and Lessee shall share the expense of such appraisal equally.

(c) If Lessee desires to renew a lease, Lessee and Lessor shall enter into a supplement to this Schedule describing the length of the renewal Lease Term and the renewal Rent provided, however, all other terms of this Schedule and the Agreement shall remain in full force and effect.

(d) Whether or not Lessee has given Lessor notice if its intent as described above, if Lessee does not return or purchase the Products or renew the Lease as required above, the Lease Term shall automatically extend on a month-to-month basis at the Rent in effect on the Expiration Date (prorated on a monthly basis if the Payment Period was other than monthly during the Primary Term). Such extension shall continue until Lessee: (i) provides thirty (30) days prior written notice of its intention to return or purchase the Products (to take effect on the next Rent payment date that is at least 30 days after the notice is received by Lessor) and (ii) either returns or purchases all of the Products in accordance with the End of Lease options above. Payments of Rent during the month-to-month extension are due and payable monthly as specified in Lessor's invoice. If Lessee fails to return or purchase any Products, the Schedule and associated Rent for the Products that have not been returned or purchased shall extend on a month-to-month basis in accordance with the prior sentence.

3. **COMPLETION OF SCHEDULE.** Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time if necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit “A”.

"Lessee"	DELL FINANCIAL SERVICES L.L.C. “Lessor”
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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LEASE PURCHASE SCHEDULE NO.
TO MASTER LEASE AGREEMENT NO.

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. ("Agreement") DATED BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER:

Product Description	Product Location	Lessee Purchase Order No.	Primary Term (Mos.)	Commencement Date*
See Exhibit 'A'	See Exhibit 'A'			

Rent is payable: in

Payment Period:

*The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION.

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent and Purchase Price (as of the applicable Purchase Date) are shown in the chart below or on Exhibit "B", attached to and made a part hereof.

Payment Number	Purchase Date	Rent	Interest Portion	Principal Portion	Purchase Price
See Exhibit 'B'					

2. PURCHASE OPTION.

Provided that no Event of Default has occurred and is continuing, and at least 60 days but no more than 180 days before the purchase date ("Purchase Date") selected by Lessee, Lessee will give irrevocable written notice to Lessor of its intention to:

(i) purchase the Products for $1.00 at the end of the Primary Term;
(ii) purchase the Products at the Purchase Price as stated in Paragraph (i) above or as listed on Exhibit B, so long as all other amounts due on the Purchase Date have been paid in full; or
(iii) return the Products in accordance with the Agreement for a fee agreed upon by both parties.

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Upon satisfaction by Lessee of such conditions, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through or under Lessor.

As continuing security for Lessee's obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

3. **COMPLETION OF SCHEDULE.** Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

"Lessee"	DELL FINANCIAL SERVICES L.L.C. "Lessor"
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Dell Financial Services

LEASE PURCHASE SCHEDULE NO.
TO MASTER LEASE AGREEMENT NO.

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. ("Agreement") DATED BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER:

Product Description	Product Location	Lessee Purchase Order No.	Primary Term (Mos.)	Commencement Date
See Exhibit 'A'	See Exhibit 'A'			

Rent is payable: in

Payment Period:

LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION.

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent, as well as the principal and interest portions of each Rent payment are shown in the chart provided on Exhibit "B", attached to and made a part hereof.

2. SECTION 11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

For purposes of this Schedule, add paragraphs (j) through (t) as follows:

"(j) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, including but not limited to, the execution and delivery to Lessor of information statements requested by Lessor;

(k) Lessee will not do, cause to be done or fail to do any act if such act or failure to act will cause this Agreement, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code;

(l) The total cost of the Products listed in this Schedule will not be less than the total Principal Portion of the Rent listed in this Schedule; :

(m) The Products listed in this Schedule have or will be ordered within six months of the date hereof in order to commence such Schedule;

(n) The Products listed in this Schedule are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof;

(o) No fund or account which secures or otherwise relates to the Rent has been established;

(p) Lessee will not sell, encumber or otherwise dispose of any property comprising this Schedule prior to the final maturity or termination of such Schedule without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes;

(q) Lessee agrees to execute, deliver and provide Lessor with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Schedule, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code;

(r) It is expected that Rent under this Schedule will be paid from periodic appropriations of the Lessee deposited into the general fund of the Lessee, that such appropriations will equal the Rent due during each Fiscal Period of Lessee, and that all amounts paid for Rent will be from an appropriation made by the Lessee during the Fiscal Period in which such Rent is made;

(s) To the best of Lessee's knowledge, information and belief, the above expectations are reasonable; and

(t) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation.

Without limiting the generality of the foregoing, Lessor hereby gives notice to Lessee that, upon execution of this Schedule by Lessor, Lessor shall assign all of its right, title and interest in, to and under this Schedule, including all Products and all payments owing under such Schedule, to Dell Equipment Funding L.P. (“DEF”) pursuant to a purchase agreement between the Lessor and DEF. Lessee hereby acknowledges and consents to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder. Lessor hereby directs Lessee to continue to make any and all payments required to be made under this Schedule directly to Lessor, as servicing agent for DEF, at the same address to which Lessee is currently making payments unless and until Lessor is directed by DEF to make such payments to a different address or payee.”

TO THE EXTENT PERMITTED BY LAW, AND IN ADDITION TO LESSEE’S OBLIGATION UNDER SECTION 16 OF THE AGREEMENT AND ANY AMENDMENTS THERETO, LESSEE HEREBY ASSUMES LIABILITY FOR, AND SHALL PAY WHEN DUE, AND SHALL DEFEND LESSOR AND ITS SUCCESSORS AND ASSIGNS AGAINST, ANY AND ALL LIABILITIES, LOSSES, DAMAGES, CLAIMS AND EXPENSES (INCLUDING REASONABLE ATTORNEY FEES) RELATING TO OR ARISING OUT OF LESSEE’S BREACH OF ANY OF ITS REPRESENTATIONS, WARRANTIES, OR COVENANTS CONTAINED IN SECTION 11 OF THE AGREEMENT AS SUPPLEMENTED HEREIN.

3. SECTION 12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATIONS ON LIABILITY; FINANCE LEASE.

For purposes of this Schedule, delete “FINANCE LEASE” in the title of this Section and delete the first and last sentences of paragraph (d).

4. SECTION 17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

Insert at the end of this paragraph the following: “Notwithstanding the first sentence of this Section, upon Lessee’s acceptance of the Products under this Schedule, title to the Products shall vest in Lessee subject to Lessor's rights under the Agreement; provided that, upon an Event of Default or any termination of this Schedule, other than by Lessee’s purchase of the Products, title to the Products shall immediately and without any action by either party vest in Lessor, and Lessee shall immediately surrender possession of the Products to Lessor. Any such transfer of title shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee shall, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer.

5. PURCHASE OPTION.

Provided that no Event of Default has occurred and is continuing, and upon satisfaction of all payment obligations herein by Lessee, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF

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DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through or under Lessor.

As continuing security for Lessee's obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

6. COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits "A" and "B".

"Lessee"	DELL FINANCIAL SERVICES L.L.C. "Lessor"
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Dell Financial Services

DELL FLEX LEASE PURCHASE SCHEDULE NO.
TO MASTER LEASE AGREEMENT NO.

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. ("Agreement") DATED BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER:

Product Description	Product Location	Lessee Purchase Order No.	Primary Term (Mos.)	Commencement Date*
See Exhibit 'A'	See Exhibit 'A'			

Rent is payable: in
Payment Period:
*The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the Agreement.

LEASE PURCHASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION.

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent, as well as the principal and interest portions of each Rent payment are shown in the chart provided on Exhibit "B", attached to and made a part hereof.

Add as a new last sentence to subsection (b) the following:

"Because the Products will be used for a governmental or proprietary purpose of Lessee, they are exempt from all sales, use and property taxes."

2. SECTION 3. TERM.

Insert as a new second paragraph the following:

"**TECHNOLOGY REFRESH WITH NEW FINANCING OPTION.** Provided no Event of Default has occurred or is continuing under this Schedule and the Agreement, Lessee may exercise the following technology refresh option ("Tech Refresh Option") by delivering to Lessor an irrevocable written election notice to exercise the Tech Refresh Option at least 120 days prior to the expiration of the Primary Term and by completing all of the following on or before the beginning of the last month of the Primary Term (the "Tech Refresh Date"):

(i) Lessee returns all (but not less than all) of the Products on this Schedule ("Original Products") to Lessor in the same manner as described in the Agreement; and

(ii) Lessee enters into a new Schedule under the Agreement (the "New Lease") with a primary term of at least 24 months for new equipment ("New Products") which are, as determined by Lessor, of the same manufacture, type and quality as the Original Products and which have a Total Product Cost that is at least 75% of the Total Product Cost of the Original Products.

When Lessee completely fulfills the terms and conditions of the Tech Refresh option and has made all payments and performed all other obligations under the Schedule and the Agreement, then this Schedule shall terminate and, except as

provided in the Agreement, Lessee shall be relieved of all obligations under this Schedule. Notwithstanding the election by Lessee of the Tech Refresh Option, the Schedule and Agreement shall remain in full force and effect and if the terms and condition of the Tech Refresh Option are not fulfilled before the Tech Refresh Date, the Tech Refresh Option shall be null and void and Lessee shall pay the final Rent payment due on the Tech Refresh Date.

3. SECTION 11. REPRESENTATIONS, WARRANTIES AND COVENANTS OF LESSEE.

For purposes of this Schedule, add paragraphs (j) through (t) as follows:

"(j) Lessee will comply with the information reporting requirements of Section 149(e) of the Code, including but not limited to, the execution (and delivery to Lessor) of information statements requested by Lessor;

(k) Lessee will not do, cause to be done or fail to do any act if such act or failure to act will cause this Agreement, or any transaction hereunder, to be an Arbitrage Bond within the meaning of Section 148 of the Code or a Private Activity Bond within the meaning of Section 141 of the Code;

(l) The total cost of the Products listed in this Schedule will not be less than the total Principal Portion of the Rent listed in this Schedule;

(m) The Products listed in this Schedule have or will be ordered within six months of the date hereof in order to commence such Schedule;

(n) The Products listed in this Schedule are expected to be delivered and installed, and the Seller fully paid, within one year from the date hereof;

(o) No fund or account which secures or otherwise relates to the Rent has been established;

(p) Lessee will not sell, encumber or otherwise dispose of any property comprising this Schedule prior to the final maturity or termination of such Schedule without a written opinion of nationally recognized bond counsel to the effect that any such disposition will not adversely affect the exclusion of interest on the Rent from gross income for federal income tax purposes;

(q) Lessee agrees to execute, deliver and provide Lessor with satisfactory evidence of the filing of such documentation, as may be required for the purposes of properly reporting this Schedule, including, without limitation, IRS forms 8038-G or 8038-GC, as required under the Code;

(r) It is expected that Rent under this Schedule will be paid from periodic appropriations of the Lessee deposited into the general fund of the Lessee, that such appropriations will equal the Rent due during each Fiscal Period of Lessee, and that all amounts paid for Rent will be from an appropriation made by the Lessee during the Fiscal Period in which such Rent is made;

(s) To the best of our knowledge, information and belief, the above expectations are reasonable; and

(t) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rent from gross income for purposes of federal income taxation.

Without limiting the generality of the foregoing, Lessor hereby gives notice to Lessee that, upon execution of this Schedule by Lessor, Lessor shall assign all of its right, title and interest in, to and under this Schedule, including all Products and all payments owing under such Schedule, to Dell Equipment Funding L.P. ("DEF") pursuant to a purchase agreement between the Lessor and DEF. Lessee hereby acknowledges and consents to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with Section 149(a) of the Code and the Treasury Regulations promulgated thereunder. Lessor hereby directs Lessee to continue to make any and all payments required to be made under this Schedule directly to Lessor, as servicing agent for DEF, at the same address to which Lessee is currently making payments unless and until Lessor is directed by DEF to make such payments to a different address or payee."

4. SECTION 12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATIONS ON LIABILITY; FINANCE LEASE.

For purposes of this Schedule, delete "FINANCE LEASE" in the title of this Section and delete paragraph (d).

5. SECTION 17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

Insert at the end of this paragraph the following:

“If Lessee has not terminated the Lease in accordance with Section 5 of the Agreement and no Event of Default has occurred and is continuing, then upon payment of all Rent and other amounts due under this Schedule and the Agreement, at the end of the Lease Term, Lessee is entitled to Lessor's interest in the Products “AS IS, WHERE IS,” without any warranty or representation by Lessor, express or implied, other than the absence of any liens by, through or under Lessor. Lessee will deliver to Lessor documents reasonably requested by Lessor to give public notice of Lessor's interest in the Products.”

6. PURCHASE OPTION.

Provided that no Event of Default has occurred and is continuing, and upon satisfaction of all payment obligations herein by Lessee, Lessee shall be entitled to Lessor's interest in the Products, AS IS, WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, BY OR AGAINST LESSOR, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT, other than the absence of any liens by, through or under Lessor.

As continuing security for Lessee’s obligations hereunder, Lessee hereby grants to Lessor, a first-priority security interest in all of Lessee’s rights and interest in and to the Products and all proceeds thereof, free and clear of all security interests, liens or encumbrances whatsoever.

7. COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a “Document”) to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits “A” and "B".

"Lessee"	DELL FINANCIAL SERVICES L.L.C. “Lessor”
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

[LESSEE LEGAL NAME]
PC as a SERVICE
MASTER AGREEMENT SCHEDULE NO. _____

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER AGREEMENT NO. _____ ("Agreement") DATED _____, 20__ BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND _____ ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit A attached to and made a part hereof.

PRODUCT SELLER: Dell Marketing LP, One Dell Way, Round Rock, TX 78682

Description	Number of Seats	Per Seat Fee	Rent
[Example: Equipment and Soft Cost Items set forth in Dell Quote # 123456]	[Example: 1,000]	[Example: $50.00]	[Example: $50,000]
		Total:	$

Total Product Acquisition Cost: $_____

Primary Term: _____

Rent is payable: ____in advance; ____in arrears [specify]

Payment Period: ____ Monthly ____ Quarterly ____

Pro-rated Rent: does not apply

* Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit A.

** The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms stated in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

For the purposes of this Schedule: a "Seat" means a unit of Equipment and the Soft Cost Items linked with that unit.

Flexible Consumption Terms:

Provided that no Event of Default has occurred and is continuing, Lessee may give irrevocable written notice to Lessor of its intention to exercise one of the following three options: Flex Up; Flex Down; or a combination of Flex Up and Flex Down.

Flex Up

At any time during the Primary Term, Lessee may add additional Seats at any time by executing a new Schedule (subject to credit and pricing approval).

Flex Down

Once, at any time after the half-way point of the Primary Term, and Provided that no Event of Default has occurred and is continuing, Lessee may remove up to ___% of the Seats by providing at least 90 days' notice to Lessor with such notice listing the Equipment to be returned by serial number. If the Lessee has contracted with Product Seller for asset return services for the Seat, then the removal of the Seat will be at no additional cost to the Lessee. Otherwise, Lessee is responsible for the costs of returning the Seat in accordance with the Agreement. Upon Lessor's receipt of the Seat, Lessee's Rent over the remainder of the Primary Term will be lowered to reflect the Seats received.

Combination

Once, at any time after the half-way point of the Primary Term, and Provided that no Event of Default has occurred and is continuing, Customer may add additional Seats at any time by executing a new Schedule (subject to credit and pricing approval)

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while at the same time removing up to ___% of the Seats by providing at least 90 days' notice to Lessor with such notice listing the Equipment to be returned by serial number. If the Lessee has contracted with Product Seller for asset return services for the Seat, then the removal of the Seat will be at no additional cost to the Lessee. Otherwise, Customer is responsible for the costs of returning the Seat in accordance with the Agreement. Upon Lessor's receipt of the Seat, Lessee's Rent over the remainder of the Primary Term will be lowered to reflect the Seats received.

Extension Option

Provided that no Event of Default has occurred and is continuing, Lessee has two options upon giving notice at least 30 days prior to the expiration of the Primary Term: (1) renew the Schedule for a mutually agreeable term, or (2) renew the Schedule on a month-to-month basis, terminable upon 30 days notice from either party to the other. For both Renewal Terms, the Rent shall be the same as the Rent during the Initial Term.

Holdover Period

If the Lessee has contracted with Dell for asset return services for a Seat, then Lessee is not liable for any amount beyond the Base Term unless Lessee has exercised the above Extension Option or, through its actions or inactions, prevented Dell from retrieving the Seat. Where Lessee prevented Dell from retrieving the Seat or has not contracted with Dell for asset return services for a Seat, then in the event Lessee has not returned the Seat in accordance with the Agreement, the Term will automatically extend for successive one-month terms in which case Lessee will pay Lessor the same Rent as during the Initial Term. Such one-month terms will continue until Lessor's receipt of the Seat.

COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit A.

[LESSEE LEGAL NAME]
(Lessee)

By: _____
(Authorized Signature)

_____
(Name/Title)

_____
(Date)

DELL FINANCIAL SERVICES L.L.C.
(Lessor)

By: _____
(Authorized Signature)

_____
(Name/Title)

_____
(Date)

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LEASE PURCHASE SCHEDULE NO.
TO MASTER LEASE AGREEMENT NO.
(SOFTWARE AND/OR MAINTENANCE ONLY FINANCING SCHEDULE)

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. and any amendments, if applicable ("Agreement") DATED BETWEEN DELL FINANCIAL SERVICES L.L.C. ("Lessor") AND ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER:

Product Description	Product Location	Lessee Purchase Order No.	Rent*	Primary Term (Mos.)	Commencement Date
See Exhibit 'A'	See Exhibit 'A'				

Total Product Acquisition Cost:

Rent is payable: in

Interest Rate:

Payment Period:

*Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. SECTION 4. RENT; TAXES; PAYMENT OBLIGATION:

Insert as a new last sentence to subsection (a) the following:

"For the purposes of this Schedule, the Rent, as well as the principal and interest comprising the Rent, and Purchase Price as of the applicable Purchase Date are shown in the chart on Exhibit "B", attached to and made a part hereof.

2. NATURE OF SCHEDULE. Lessee and Lessor acknowledge that this Schedule is strictly a financing arrangement providing for the repayment of a lease purchase in the amount of the Lessor's Basis (as defined below) made by Lessor to Lessee by performing Lessee's payment obligations to the Product Seller under Lessee's Purchase Order referenced above and is to be repaid as and when set forth herein. The amount of the Rent payments provided for herein represents payments of principal and interest on such lease purchase.

3. PRODUCTS CONSISTING SOLELY OF SOFTWARE AND RELATED SERVICES. The Products covered by this Schedule consist exclusively of the Software identified on Exhibit A; that Lessee hereby acknowledges has been delivered, installed, and accepted by Lessee. Lessee and Lessor agree that (i) any language in the Agreement pertaining to Lessor's ownership of the Products and (ii) the following sections of the Agreement shall not apply to this Schedule: 8 (Return); 10 (Alterations); 14(a)(ii) (in so far as it purports to provide Lessor a right to sell, lease, or otherwise dispose of the Products consisting of Software licenses that would violate the underlying license agreement); and, 17 (Ownership; Liens and Encumbrances; Labels). Notwithstanding the foregoing, Lessee acknowledges that the remaining terms and conditions of the Agreement shall apply to this Schedule including without limitation: Sections 4 (Rent; Taxes; Payment Obligation); 5 (Appropriation of Funds); 6 (Licensed Materials); 12 (Warranty Assignment; Exclusion of Warranties; Limitation of Liability;

Finance Lease); and 16 (Indemnification). This Schedule shall terminate upon the expiration of the Primary Term without extension or renewal; provided, however, that such termination of the Schedule shall not effect obligations of Lessee accruing prior to the termination.

4. ADDITIONAL PROVISIONS. For purposes of this Schedule, the "Lessor's Basis" shall consist of the following amounts: (i) the Total Product Acquisition Cost set forth above; plus (ii) all other amounts that become due and owing under this Schedule that are not included in the amounts paid to Lessor pursuant to clause (i). As security for Lessee's obligations hereunder and subject to applicable law and the Software license agreement, Lessee grants Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products (including with respect to any Software or services, Lessee's right to use the Software and right to obtain the services) and all proceeds thereof (including without limitation any refunds with respect to the Software or associated services financed under this Schedule (each a "Refund") that are received by Lessee or that Lessee has a right to receive), free and clear of all security interests, liens or encumbrances whatsoever. Upon Lessor's written instructions after an Event of Default or a non-appropriation pursuant to Section 5 with respect to this Schedule, Lessee agrees to (a) immediately cease using the Software, (b) deinstall and delete all copies of the Software from any computer systems owned or controlled by Lessee or used for Lessee's benefit, and (c) provide Lessor with a certificate signed by an authorized representative of Lessee attesting to such cessation of use and maintenance, deinstallation, deletion and destruction. In the event that Lessee shall be entitled to a Refund from the Software licensor, Lessee authorizes Lessor to deliver a copy of this Schedule to the licensor as evidence of Lessee's consent to Lessor's collection and receipt of the Refund directly; provided, however, nothing herein shall obligate Lessor to pursue Lessee's Refund rights (if any do exist) or modify, excuse or limit Lessee's obligations pursuant to this Schedule that Lessee acknowledges and agrees are absolute and unconditional, subject to Lessee's right to non-appropriate pursuant to Section 5 of the Agreement. Lessor shall apply any Refund actually received by Lessor against the next scheduled Rent payment(s) and all other amounts owed under this Schedule. Lessee agrees that, except in the case of a non-appropriation pursuant to Section 5, it shall owe any unpaid amounts hereunder remaining after application of such Refund. Finally, pursuant to applicable laws, the Stipulated Loss Value that Lessee may be required to pay Lessor upon an Event of Default under this Schedule shall equal the total sum of the then remaining payments due and unpaid under this Schedule for the Primary Term discounted at the lesser of (x) the discount rate of the Federal Reserve Bank of Chicago on the Commencement Date of this Schedule and (y) the interest rate set forth above.

5. ASSIGNMENT. Lessor hereby gives notice to Lessee that, upon execution of this Schedule by Lessor, Lessor shall assign all of its right, title and interest in, to and under this Schedule, including all Products and all payments owing under such Schedule, to Dell Equipment Funding L.P. ("DEF") pursuant to a purchase agreement between the Lessor and DEF. Lessee hereby acknowledges and consents to such assignment and shall keep, or cause to be kept, a complete and accurate record of all such assignments in a manner and form necessary to comply with all applicable laws. Lessor hereby directs Lessee to continue to make any and all payments required to be made under this Schedule directly to Lessor, as servicing agent for DEF, at the same address to which Lessee is currently making payments unless and until Lessor is directed by DEF to make such payments to a different address or payee.

6. COMPLETION OF SCHEDULE. Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibits “A” and "B".

"Lessee"	DELL FINANCIAL SERVICES L.L.C. “Lessor”
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Ancillary Documents:

Validity Opinion

Red Book Bond Tax Opinion (Tax Exempt Leases over 5M)

8038 G

8038 GC

SAMPLE VALIDITY OPINION LETTER
TO BE EXECUTED ON COUNSEL'S LETTERHEAD

To:

Ladies and Gentlemen:

We are counsel to (the "Lessee") and, in that capacity, we have examined Master Lease Agreement No. , dated as of , and the Lease Schedule No. to Master Lease Agreement No thereto, dated as of (collectively the "Agreement"), between the Lessee and Dell Financial Services L.L.C. (the "Lessor").

Based on our examination of the Agreement and such other examinations as we have deemed appropriate, we are of the opinion as follows:

(a) The Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of the State of _____ and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, with full power and authority to enter into the Agreement and the transactions contemplated thereby and to perform all of its obligations thereunder;

(b) The Agreement has been duly authorized, executed and delivered by _____*, _____ of the Lessee by proper action of its governing board at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Agreement against the Lessee;

(c) The Agreement constitutes the valid, legal and binding obligation of the Lessee, enforceable in accordance with its terms;

(d) No approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby;

(e) Lessee has complied with any applicable public bidding requirements and other applicable state and federal laws in connection with the Agreement and the transactions contemplated thereby;

(f) The entering into and performance of the Agreement will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created by the Agreement;

(g) The Products are tangible personal property and when subject to use by the Lessee will not be or become fixtures or real property under the laws of the State of _____;

(h) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting, nor to the best of our knowledge and belief is there any basis therefor, which, if determined adversely to Lessee, will have a material adverse effect on the ability of the Lessee to fulfill its obligations under the Agreement; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for Lessee's current Fiscal Period to make the Rent payments scheduled to come due during Lessee's current Fiscal Period and to meet its other obligations under the Agreement for the current Fiscal Period, and such funds have not been expended for other purposes.

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose contemplated by the Agreement.

Very truly yours,

*Authorized Signatory of Lessee under the Agreement.

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SAMPLE OPINION LETTER FOR TAX-EXEMPT LEASE PURCHASE TRANSACTIONS
TO BE EXECUTED ON COUNSEL'S LETTERHEAD

To: Dell Financial Services L.L.C.
12234 N. IH 35
Austin, TX 78753-1705
ATTN:_____

Ladies and Gentlemen:

We are counsel to _____ (the "Lessee") and in that capacity we have examined Master Lease Agreement No. _____, dated as of _____, 20__, and the Tax Exempt Lease Schedule No. ____ to Master Lease Agreement No. ____ thereto, dated as of _____ __, 20__ (collectively the "Agreement"), between the Lessee and Dell Financial Services L.L.C. (the "Lessor").

Based on our examination of the Agreement, the information statement(s) required for purposes of Section 149(e) of the Internal Revenue Code of 1986, as amended (the "Code") and such other documents, records, papers as we have deemed appropriate, we are of the opinion as follows:

(a) The Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of the State of _____ and is a state or political subdivision thereof as described in Section 103(a) of the Code, with full power and authority to enter into the Agreement and the transactions contemplated thereby and to perform all of its obligations thereunder;

(b) The Agreement has been duly authorized, executed and delivered by _____*, _____ of the Lessee by proper action of its governing board at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Agreement against the Lessee;

(c) The Agreement constitutes the valid, legal and binding obligation of the Lessee, enforceable in accordance with its terms;

(d) No approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby;

(e) Lessee has complied with any applicable public bidding requirements and other applicable state and federal laws in connection with the Agreement and the transactions contemplated thereby;

(f) The entering into and performance of the Agreement will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created by the Agreement;

(g) The Products are tangible personal property and when subject to use by the Lessee will not be or become fixtures or real property under the laws of the State of _____;

(h) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting, nor to the best of our knowledge and belief is there any basis therefor, which, if determined adversely to Lessee, will have a material adverse effect on the ability of the Lessee to fulfill its obligations under the Agreement;

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for Lessee's current Fiscal Period to make the Rent payments scheduled to come due during Lessee's current Fiscal Period and to meet its other obligations under the Agreement for the current Fiscal Period, and such funds have not been expended for other purposes;

(j) Lessee's obligation(s) under the Agreement is/are a State or local bond within the meaning of

Section 103 of the Code;

(k) The Agreement does not constitute an arbitrage bond within the meaning of Section 148 of the Code or a private activity bond within the meaning of Section 141 of the Code; and

(l) The interest portion of the Rent due under the Agreement is not includable in gross income for Federal income tax purposes under the Code and will not constitute a tax preference under Section 57 of the Code for purposes of computing the alternative minimum tax imposed pursuant to Section 55 of the Code.

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose contemplated by the Agreement and may be relied upon by special tax counsel if one is retained to render an opinion as to the exemption from federal income taxation of the interest component of payments to be made by Lessee pursuant to the Agreement.

Very truly yours,

*Authorized Signatory of Lessee under the Agreement.

Form **8038-G**

(Rev. October 2021)

Department of the Treasury
Internal Revenue Service

Information Return for Tax-Exempt Governmental Bonds

▸ **Under Internal Revenue Code section 149(e)**
▸ **See separate instructions.**
Caution: *If the issue price is under $100,000, use Form 8038-GC.*
▸ **Go to *www.irs.gov/F8038G* for instructions and the latest information.**

OMB No. 1545-0047

Part I Reporting Authority

Check box if **Amended Return** ▸ ☐

1 Issuer's name	**2** **Issuer's employer identification number (EIN)**
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)	**3b** Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) / Room/suite	**5** Report number *(For IRS Use Only)* 3
6 City, town, or post office, state, and ZIP code	**7** Date of issue
8 Name of issue	**9** CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information	**10b** Telephone number of officer or other employee shown on 10a

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11	Education	**11**	
12	Health and hospital	**12**	
13	Transportation	**13**	
14	Public safety	**14**	
15	Environment (including sewage bonds)	**15**	
16	Housing	**16**	
17	Utilities	**17**	
18	Other. Describe ▸ _____	**18**	
19a	If bonds are TANs or RANs, check only box 19a ▸ ☐		
b	If bonds are BANs, check only box 19b ▸ ☐		
20	If bonds are in the form of a lease or installment sale, check box ▸ ☐		

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	**(b)** Issue price	**(c)** Stated redemption price at maturity	**(d)** Weighted average maturity	**(e)** Yield
21		$	$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22	Proceeds used for accrued interest			**22**	
23	Issue price of entire issue (enter amount from line 21, column (b))			**23**	
24	Proceeds used for bond issuance costs (including underwriters' discount)	**24**			
25	Proceeds used for credit enhancement	**25**			
26	Proceeds allocated to reasonably required reserve or replacement fund	**26**			
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	**27**			
28	Proceeds used to refund prior taxable bonds. Complete Part V	**28**			
29	Total (add lines 24 through 28)			**29**	
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)			**30**	

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded ▸	years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded ▸	years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) ▸	
34	Enter the date(s) the refunded bonds were issued ▸ (MM/DD/YYYY)	

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ▸ (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ▸ _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	

38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▸ ☐ and enter the following information:

b Enter the date of the master pool bond ▸ (MM/DD/YYYY) _____

c Enter the EIN of the issuer of the master pool bond ▸ _____

d Enter the name of the issuer of the master pool bond ▸ _____

39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ▸ ☐

40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ▸ ☐

41a If the issuer has identified a hedge, check here ▸ ☐ and enter the following information:

b Name of hedge provider ▸ _____

c Type of hedge ▸ _____

d Term of hedge ▸ _____

42 If the issuer has superintegrated the hedge, check box ▸ ☐

43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ▸ ☐

44 If the issuer has established written procedures to monitor the requirements of section 148, check box ▸ ☐

45a If some portion of the proceeds was used to reimburse expenditures, check here ▸ ☐ and enter the amount of reimbursement ▸ _____

b Enter the date the official intent was adopted ▸ (MM/DD/YYYY)

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

▸ _____ Signature of issuer's authorized representative Date ▸ _____ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN

Firm's name ▸	Firm's EIN ▸
Firm's address ▸	Phone no.

Form **8038-GC**
(Rev. October 2021)
Department of the Treasury
Internal Revenue Service

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

▸ **Under Internal Revenue Code section 149(e)**
Caution: *If the issue price of the issue is $100,000 or more, use Form 8038-G.*
▸ **Go to *www.irs.gov/Form8038GC* for instructions and the latest information.**

OMB No. 1545-0047

Part I Reporting Authority

Check box if **Amended Return** ▸ ☐

1 Issuer's name	**2** Issuer's employer identification number (EIN)
3 Number and street (or P.O. box if mail isn't delivered to street address)	Room/suite
4 City, town, or post office, state, and ZIP code	**5** Report number *(For IRS Use Only)*
6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information	**7** Telephone number of officer or legal representative

Part II Description of Obligations

Check one box: ☐ Single issue ☐ Consolidated return

8a	Issue price of obligation(s) (see instructions)	**8a**
b	Issue date (single issue) **or** calendar date (consolidated). Enter date in MM/DD/YYYY format (for example, 01/01/2009) (see instructions) ▸	
9	Amount of the reported obligation(s) on line 8a that is:	
a	For leases for vehicles	**9a**
b	For leases for office equipment	**9b**
c	For leases for real property	**9c**
d	For leases for other (see instructions)	**9d**
e	For bank loans for vehicles	**9e**
f	For bank loans for office equipment	**9f**
g	For bank loans for real property	**9g**
h	For bank loans for other (see instructions)	**9h**
i	Used to refund prior issue(s)	**9i**
j	Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank)	**9j**
k	Other	**9k**

10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▸ ☐

11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) ▸ ☐

12 Vendor's or bank's name:

13 Vendor's or bank's employer identification number:

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person(s) that I have authorized above.

▸ Signature of issuer's authorized representative — Date

▸ Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check ☐ if self-employed	PTIN
Firm's name ▸			Firm's EIN ▸	
Firm's address ▸			Phone no.	

Future Developments

For the latest information about developments related to Form 8038-GC and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/Form8038GC*.

General Instructions

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

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than $100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of $100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Bonds.

Filing a separate return for a single issue. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than $100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate. See the instructions for line 11, later.

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than $100,000 that aren't reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a separate return for a single issue, file Form 8038-GC on or before the 15th day of the 2nd calendar month after the close of the calendar quarter in which the issue is issued.

To file a consolidated return for multiple issues, file Form 8038-GC on or before February 15 of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under section 3 of Rev. Proc. 2002-48, 2002-37 I.R.B. 531, if it is determined that the failure to file on time isn't due to willful neglect. Write at the top of the form, "Request for Relief under section 3 of Rev. Proc. 2002-48." Attach to the Form 8038-GC a letter briefly stating why the form wasn't submitted to the IRS on time. Also, indicate whether the obligation in question is under examination by the IRS. Don't submit copies of any bond documents, leases, or installment sale documents. See *Where To File* next.

Where To File

File Form 8038-GC and any attachments at the following address.

Department of the Treasury
Internal Revenue Service Center
Ogden, UT 84201

Private delivery services (PDS). You can use certain PDS designated by the IRS to meet the "timely mailing as timely filing/paying" rule for tax returns and payments. These PDS include only the following:

- DHL Express (DHL): DHL Same Day Service.
- Federal Express (FedEx): FedEx Priority Overnight, FedEx Standard Overnight, FedEx 2Day, FedEx International Priority, and FedEx International First.
- United Parcel Service (UPS): UPS Next Day Air, UPS Next Day Air Saver, UPS 2nd Day Air, UPS 2nd Day Air A.M., UPS Worldwide Express Plus, and UPS Worldwide Express.

The PDS can tell you how to get written proof of the mailing date.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the federal government, use Form 8038-T, Arbitrage Rebate, Yield Reduction and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use Form 8038, Information Return for Tax-Exempt Private Activity Bond Issues.

For a tax-exempt governmental obligation with an issue price of $100,000 or more, use Form 8038-G.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar. For example, $1.49 becomes $1 and $2.50 becomes $3. If two or more amounts must be added to figure the amount to enter on a line, include cents when adding the amounts and round off only the total.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is any obligation including a bond, installment purchase agreement, or financial lease on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that isn't a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, and
- More than 10% of the payment of principal or interest of the issue is either (a) secured by an interest in property to be used for a private business use (or payments for such property) or (b) to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which (a) are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and (b) exceeds the lesser of 5% of the proceeds or $5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year (a) under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or (b) with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (for example, under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond isn't tax-exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization, and

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that aren't private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage that may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1-1/2% of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date of issue. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. An issuer may file an amended return to change or add to the information reported on a previously filed return for the same date of issue. If you are filing to correct errors or change a previously filed return, check the *Amended Return* box in the heading of the form.

The amended return must provide all the information reported on the original return, in addition to the new corrected information. Attach an explanation of the reason for the amended return and write across the top "Amended Return Explanation."

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that doesn't have an employer identification number (EIN) should apply for one online by visiting the IRS website at *www.irs.gov/EIN*. The organization may also apply for an EIN by faxing or mailing Form SS-4 to the IRS.

Lines 3 and 4. Enter the issuer's address or the address of the designated contact person listed on line 6. If the issuer wishes to use its own address and the issuer receives its mail in care of a third party authorized representative (such as an accountant or attorney), enter on the street address line "C/O" followed by the third party's name and street address or P.O. box. Include the suite, room, or other unit number after the street address. If the post office doesn't deliver

mail to the street address and the issuer has a P.O. box, show the box number instead of the street address. If a change in address occurs after the return is filed, use Form 8822, Change of Address, to notify the IRS of the new address.

Note: The address entered on lines 3 and 4 is the address the IRS will use for all written communications regarding the processing of this return, including any notices. By authorizing a person other than an authorized officer or other employee of the issuer to communicate with the IRS and whom the IRS may contact about this return, the issuer authorizes the IRS to communicate directly with the individual listed on line 6, whose address is entered on lines 3 and 4 and consents to disclose the issuer's return information to that individual, as necessary, to process this return.

Line 5. This line is for IRS use only. Don't make any entries in this box.

Part II—Description of Obligations

Check the appropriate box designating this as a return on a single issue basis or a consolidated return basis.

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue (for example, 03/15/2020 for a single issue issued on March 15, 2020), generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the first day of the calendar year during which the obligations were issued (for example, for calendar year 2020, enter 01/01/2020).

Lines 9a through 9h. Complete this section if property other than cash is exchanged for the obligation, for example, acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also, complete this section if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal.

Don't complete lines 9a through 9d if the proceeds of an obligation are received in the form of cash even if the term "lease" is used in the title of the issue. For lines 9a through 9d, enter the amount on the appropriate line that represents a lease or installment purchase. For line 9d, enter the type of item that is leased. For lines 9e through 9h, enter the amount on the appropriate line that represents a bank loan. For line 9h, enter the type of bank loan.

Lines 9i and 9j. For line 9i, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Several lines may apply to a particular obligation. For example, report on lines 9i and 9j obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 9k. Enter on line 9k the amount on line 8a that doesn't represent an obligation described on lines 9a through 9j.

Line 10. Check this box if the issuer has designated any issue as a "small issuer exception" under section 265(b)(3)(B)(i)(III).

Line 11. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Don't make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Line 12. Enter the name of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Line 13. Enter the employer identification number of the vendor or bank who is a party to the installment purchase agreement, loan, or financial lease. If there are multiple vendors or banks, the issuer should attach a schedule.

Signature and Consent

An authorized representative of the issuer must sign Form 8038-GC and any applicable certification. Also, write the name and title of the person signing Form 8038-GC. The authorized representative of the issuer signing this form must have the authority to consent to the disclosure of the issuer's return information, as necessary to process this return, to the person(s) that has been designated in this form.

Note: If the issuer authorizes on line 6 the IRS to communicate with a person other than an officer or other employee of the issuer (such authorization shall include contact both in writing regardless of the address entered on lines 3 and 4, and by telephone), by signing this form, the issuer's authorized representative consents to the disclosure of the issuer's return information, as necessary to process this return, to such person.

Paid Preparer

If an authorized representative of the issuer filled in its return, the paid preparer's space should remain blank. Anyone who prepares the return but does not charge the organization shouldn't sign the return. Certain others who prepare the return shouldn't sign. For example, a regular, full-time employee of the issuer, such as a clerk, secretary, etc., shouldn't sign.

Generally, anyone who is paid to prepare a return must sign it and fill in the other blanks in the *Paid Preparer Use Only* area of the return. A paid preparer cannot use a social security number in the *Paid Preparer Use Only* **box**. The paid preparer must use a preparer tax identification number (PTIN). If the paid preparer is self-employed, the preparer should enter his or her address in the box.

The paid preparer must:

- Sign the return in the space provided for the preparer's signature, and
- Give a copy of the return to the issuer.

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form will vary depending on individual circumstances. The estimated burden for tax exempt organizations filing this form is approved under OMB control number 1545-0047 and is included in the estimates shown in the instructions for their information return.

If you have suggestions for making this form simpler, we would be happy to hear from you. You can send us comments through *www.irs.gov/FormComments*. Or you can write to:

Internal Revenue Service
Tax Forms and Publications
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send Form 8038-GC to this address. Instead, see *Where To File*, earlier.

Dell Financial Services Public Payment Agreement

Internal Use - Confidential

Dell Financial Services

PAYMENT AGREEMENT – PUBLIC

Customer: Billing Contact:
Address: Billing Address:

Software Licensor: [SW Licensor]
Vendor: [Name of reseller/seller]

Products: Software, equipment and services as described in [Description of Vendor Contract/Order/Agreement (s) #] ("**Agreement**")

This Payment Agreement ("**PA**") is made effective as of _[DATE]_____between the Customer named above ("**Customer**") and Dell Financial Services L.L.C. ("**Payee**") pursuant to the following: Customer and the Software Licensor and/or Vendor have entered into the above referenced Agreement (including any addenda, amendments, exhibits and schedules attached thereto) in connection with the acquisition of **"Products"** including as applicable, certain equipment, software licenses ("**Licensed Software**"), and services to Customer. Pursuant to the Agreement, Customer is obligated to pay Vendor(s) the total fees described below ("**Fees**"). Payee and Customer have agreed that instead of Customer paying the Fees as described in the Agreement, Customer shall pay Payee installment payments ("**Payment Amounts**") as set forth in the Payment Schedule below and Payee shall pay the Vendor on Customer's behalf.

1. FEES: The Fees set forth in the Agreement consist of $_[AMOUNT FUNDING TO VENDOR(s)]_____for Products. Customer hereby agrees to pay the Payment Amounts to Payee on an installment basis in accordance with the Payment Schedule set forth below.

2. PAYMENT SCHEDULE: Customer shall pay the Payment Amounts in accordance with the schedule ("**Payment Schedule**") below, with each Payment Amount due and payable on the date indicated ("**Due Date**"). Customer shall remit Payment Amounts to the address noted in the invoice from Payee. **PAYMENT AMOUNTS DO NOT INCLUDE APPLICABLE TAX, UNLESS SPECIFIED OTHERWISE.**

3. OBLIGATIONS ABSOLUTE: For the purposes of this PA Products shall be conclusively deemed accepted upon receipt, subject to any right of return provided by the Vendor, and upon Customer's execution of this PA, Customer acknowledges that (i) it has selected the Products based on its own judgment and (ii) Payee is entering into this PA as an accommodation to Customer, and the Agreement, including all obligations, rights and remedies hereunder are separate and distinct from this PA and any remedies which Customer may have, at law or in equity, against Vendor or Software Licensor shall be made independently and without regard to this PA and Customer's obligations hereunder, and (iii) Customer's obligation to remit Payment Amounts to Payee, in accordance with the Payment Schedule and subject only to Customer's right to non-appropriate under Section 7 herein, shall be absolute, unconditional, non-cancelable, and nonrefundable, and shall not be withheld or subject to any abatement, set-off, claim, counterclaim, adjustment, reduction, or defense that Customer may have arising out of or relating to the Agreement, the Products or otherwise for any reason whatsoever, including but not limited to requirements applicable to negotiable instruments (such as presentment for payment and notice of dishonor); termination of the Agreement or any change in, update to or transfer of the Products. If full payment of each Payment Amount and other amounts due and payable is not received by Payee within 10 days of the Due Date, Customer agrees to pay to Payee interest on the overdue amount at the lesser of 1.5% per month or as provided for under any applicable Prompt Payment Act. . Customer hereby grants Payee a security interest in the Products (including Customer's right to use Licensed Software and to receive services, credits and refunds from Vendor) and all proceeds related to this PA, to the extent permitted by law. Payee may make related filings as Payee reasonably deems necessary. Customer agrees it is responsible for and will pay or reimburse Payee upon invoice for all government imposed taxes, duties, fines assessed or imposed on the PA, the Products and the Payment Amounts (but excluding taxes imposed on Payee's income) or any other amount payable with respect to the PA (collectively "Taxes").

4. ASSIGNMENT; WAIVER OF DEFENSES, CLAIMS: Customer hereby consents to Payee's assignment of Payee's rights and interests in and to all or a portion of the Payment Amounts to a third party ("Assignee"). Customer shall not transfer or assign any of Customer's rights or obligations under this PA or grant third-party liens or encumbrances in Products without Payee's prior written consent. Customer agrees that neither Payee nor any Assignee shall assume any of Vendor's or Software Licensor's obligations to Customer under the Agreement, and further, expressly waives, as against Payee and any Assignee, any rights Customer may have or claim related to any matter whatsoever including, without limitation, the design or condition of Products, their merchantability or fitness or capacity or durability for any particular purpose, the quality of the material or workmanship of the Products or conformity of the Products to the provisions and specifications of any purchase order or orders relating thereto, and Customer expressly disclaims the same, and, as to Payee and any Assignee, Customer accepts the Products "AS IS". Payee and any Assignee shall have no liability to Customer or third parties for any claim, loss or damage caused or alleged to be caused directly, indirectly, incidentally or consequentially by the Products, or by any inadequacy thereof or deficiency or defect therein, by any incident whatsoever in connection therewith, arising in strict liability, negligence or otherwise. Customer waives any claim that it may have against Payee for any loss, damage or expense caused by the Products or the Vendor or Software Licensor, even if holder has been advised of the possibility of such damage, loss, expense or cost. Customer acknowledges that Customer ordered the Products from Vendor, and that Customer may have rights under the Agreement and may be entitled to the benefit of warranties provided by Vendor or Software Licensor, and that Customer has received an accurate and complete

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description of any such rights including any disclaimers or limitations on them or of the remedies thereunder, and Customer shall make any claims under the Agreement solely and directly against Vendor or Software Licensor, but shall nevertheless pay Payee and any Assignee all amounts due and payable under this PA.

5. DEFAULT, RIGHTS AND REMEDIES: In the event (a) Customer fails to pay, when due, *any* Payment Amount on the Due Date, and such failure shall continue for a period of fifteen (15) days; (b) Customer materially breaches any term herein or other contract with Payee; (c) Customer materially breaches or terminates the Agreement; or (d) Customer invokes the protection of any bankruptcy or insolvency law (any of (a), (b), (c) or (d) above, a "**Default**"), then any and all Payment Amounts and all other amounts due hereunder and scheduled to become due hereunder shall become immediately due and payable by Customer, without demand or notice, and Vendor or Software Licensor may terminate (upon notification by Payee of Default) all of Customer's rights to use of the Licensed Software and services. After the occurrence of a Default hereunder by Customer, Customer agrees to immediately cease using the Licensed Software, to de-install and delete all copies of Licensed Software from any computer systems owned or controlled by Customer or used for Customer's benefit. Customer further agrees to provide a certificate signed by a Customer officer who is responsible for Customer's information systems attesting to such cessation of use and maintenance, de-installation and deletion of Licensed Software and services. With regard to Products comprised of hardware or tangible personal property and following an uncured Default, Customer shall at Customer's expense, ship such Products to or make them available at Payee's designated location for the purpose of repossession, with clear and unincumbered title reverting back to and vesting in Payee. In the event Payee shall institute any action for the enforcement of the collection of the Payment Amounts pursuant to applicable law, there shall be immediately due from Customer, in addition to the unpaid Payment Amounts, all costs and expenses of such action, including reasonable attorneys' fees. No failure or delay on the part of Payee to exercise any right or remedy hereunder shall operate as a waiver thereof. All remedies are cumulative and not exclusive.

6. FUNDING INTENT: Customer intends to continue this PA for the entire Term and to pay all Payment Amounts and other costs and fees due hereunder. Customer reasonably believes that legally available funds in an amount sufficient to make all Payment Amounts during the Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which all Payment Amounts and other costs and fees due may be paid. Customer intends and Payee agrees that Customer's obligation to make Payment Amounts under the PA constitutes a current expense of Customer and is not to be construed to be a debt in contravention of applicable law or constitutional or statutory limitations or requirements on the creation of indebtedness or as a pledge of funds beyond Customer's current Fiscal Period.

7. NON-APPROPRIATION OF FUNDS: Customer may terminate this PA in whole, but not in part, by giving at least sixty (60) days written notice prior to the end of the then current Fiscal Period (as defined in the Customer's Secretary/Clerk's Certificate provided to Payee) certifying that: (a) sufficient funds were not appropriated and budgeted by Customer or will not otherwise be available beyond the current Fiscal Period for Payment Amounts or other costs and fees and (b) the Customer has exhausted all funds legally available for payment of such Payment Amounts or other costs and fees due under the PA beyond the current Fiscal Period. Upon termination of the PA, Customer's obligations under the PA (except those that expressly survive the end of the Term) and any interest in the Products shall cease and Customer shall surrender the Products in accordance with Section 5. Notwithstanding the foregoing, Customer agrees that, without creating a pledge, lien, or encumbrance upon funds available to Customer in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of this PA, including making budget requests for each Fiscal Period during each applicable PA Term for adequate funds to meet its obligations and to continue the PA in force.

8. ESSENTIAL USE: Customer represents that the use of the Products is essential to Customer's proper, efficient, and economic operation or to the service which Customer provides to its citizens. Customer expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected to diminish during the applicable PA Term. The Products will be used for the sole purpose of performing one or more of Customer's governmental or proprietary functions consistent within the permissible scope of Customer's authority.

9. AUTHORITY AND AUTHORIZATION: Customer represents and agrees that: (a) Customer is a state or a political subdivision or agency of a state pursuant to Section 103 of the U.S. Treasury Code; (b) the entering into and performance of the PA is authorized under Customer's state laws and Constitution and does not violate or contradict any judgment, law, order or regulation, or cause any default under any agreement to which Customer is a party; (c) Customer has complied with all public bidding requirements, if applicable, and, where necessary, has properly presented the PA for approval and adoption as a valid obligation on Customer's part; and (d) Customer has sufficient appropriated funds or other monies available to pay all amounts due under the PA for Customer's current fiscal period. Upon Payee's request, Customer agrees to provide us with an opinion of counsel as to clauses (a) through (d) above, a secretary's or clerk's certificate of incumbency and authority, and other documents that Payee reasonably requests from time to time in a form satisfactory to Payee.

10. CHOICE OF LAW: This PA will be governed by and construed in all respects in accordance with the laws of the state in which the Customer is located without regard to conflicts of law principles. Subject to applicable laws, the parties' consent and submit to the jurisdiction of federal courts located within or for the county within the State where Customer is located, or as may otherwise be required by applicable law. The parties waive any objection relating to improper venue or *forum non conveniens* to the conduct of any proceeding in any such courts. **EACH PARTY WAIVES ANY OBJECTION TO SUCH JURISDICTION AS WELL AS ITS RIGHT TO A TRIAL BY JURY**.

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11. MISCELLANEOUS: This PA including riders, attachments and exhibits, constitutes the entire agreement regarding the subject matter herein between Customer and Payee and shall supersede any inconsistent terms set forth in the Agreement and all prior oral and written understandings. No term or provision of this PA may be amended except by a written instrument signed by both Payee and Customer; provided that the parties agree that this PA may be amended by written notice from Payee to Customer to adjust the related Payment Amount (any increase up to 15% or any decrease) caused by any change to the Agreement, or to update Product descriptions. Performance under this PA will not violate Customer's bylaws, other agreement or judgement to which it is bound, or any law or regulation. No part of this PA is intended to permit or provide for payment of any amount in excess of lawful amounts. In the event any unlawful excess is collected, Payee shall apply such excess as credit or otherwise refund it to Customer, and the rate or amount involved will automatically be reduced to the maximum lawful rate or amount. To the extent (if any) that this PA or related documentation constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of this PA shall be the copy designated by Payee from time to time, as the copy available for access and review by Customer and Payee. All other copies are copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, the authoritative copy may be restored from a backup, and the restored copy shall become the authoritative copy. Customer agrees to take actions and provide documentation (such as Certificates of Acceptance or financial information) reasonably requested by Payee to effect the intent of this PA. Customer agrees to maintain liability insurance naming Payee as loss payee and property insurance in commercially reasonable amounts adequate to cover repair or replacement of any equipment covered by this PA.

Payment Schedule

See attached Exhibit A.

Customer:	xxxxxxxxxxxxxxxxxxxxxxxxxxxx	Payee:	Dell Financial Services L.L.C.
By:	_____	By:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

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SECRETARY OR CLERK'S CERTIFICATE OF INCUMBANCY AND AUTHORITY

Regarding the above referenced "**Contract**" between_____("**Customer**") and Dell Financial Services L.L.C. ("**DFS**")

The undersigned hereby certifies to DFS, including its successors and assigns, that:

(a) the undersigned is the Secretary or Clerk of the Customer, which is a state or a political subdivision or agency of the state in which it is formed,
(b) the signer on the Contract has full right, capacity and power and is duly authorized by all requisite governmental action to execute, deliver, and bind Customer to the Contract, and
(c) the signature appearing on the Contract is in fact the signature of such signer.

By:* _____

Name: _____

Title: _____

Date: _____

** The signers on the Contract and this Secretary/Clerk's Certificate of Authority must be two different authorized signatories.*

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Exhibit A

Payment Schedule

[ADD AMORTIZATION TABLE HERE]

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Pharos Financial Services Public Master Lease Agreement

Dell - Restricted - Confidential

EFFECTIVE DATE:
MASTER LEASE AGREEMENT NO.

LESSOR: PHAROS FINANCIAL SERVICES L.P. Mailing Address: One Dell Way Round Rock, TX 78682	LESSEE: Principal Address: Fax: Attention:

This Master Lease Agreement ("Agreement"), effective as of the Effective Date set forth above, is between the Lessor and Lessee named above. Capitalized terms have the meaning set forth in this Agreement.

1. LEASE.

Lessor hereby leases to Lessee and Lessee hereby leases the equipment ("Products"), Software (defined below), and services or fees, where applicable, as described in any lease schedule ("Schedule"). Each Schedule shall incorporate by reference the terms and conditions of this Agreement and contain such other terms as are agreed to by Lessee and Lessor. Each Schedule shall constitute a separate lease of Products ("Lease"). In the event of any conflict between the terms of a Schedule and the terms of this Agreement, the terms of the Schedule shall prevail. Lessor reserves all rights to the Products not specifically granted to Lessee in this Agreement or in a Schedule. Execution of this Agreement does not create an obligation of either party to lease to or from the other.

2. ACCEPTANCE DATE; SCHEDULE.

(a) Subject to any right of return provided by the Product seller ("Seller"), named on the Schedule, Products are deemed to have been irrevocably accepted by Lessee upon delivery to Lessee's ship to location ("Acceptance Date"). Lessee shall be solely responsible for unpacking, inspecting and installing the Products.

(b) Lessor shall deliver to Lessee a Schedule for Products. Lessee agrees to sign or otherwise authenticate (as defined under the Uniform Commercial Code, "UCC") and return each Schedule by the later of the Acceptance Date or five (5) days after Lessee receives a Schedule from Lessor. If the Schedule is not signed or otherwise authenticated by Lessee within the time provided in the prior sentence, then upon written notice from Lessor and Lessee's failure to cure within five (5) days of such notice, Lessor may require the Lessee to purchase the Products by paying the Product Cost charged by the Seller, plus any shipping charges, Taxes or Duties (defined below) and interest at the Overdue Rate accruing from the date the Products are shipped through the date of payment. If Lessee returns any leased Products in accordance with the Seller's return policy, it will notify Lessor. When Lessor receives a credit from the Seller for the returned Product, the Schedule will be deemed amended to reflect the return of the Product and Lessor will adjust its billing records and Lessee's invoice for the applicable Lease. In addition, Lessee and Lessor agree that a signed Schedule may be amended by written notice from Lessor to Lessee provided such notice is (i) to correct the serial (or service tag) number of Products or (ii) to adjust the related Rent (defined below) on the Schedule (any increase up to 15% or any decrease) caused by any change made by Lessee in Lessee's order with the Seller.

3. TERM.

The initial term (the "Primary Term") for each Lease shall begin on the date set forth on the Schedule as the Commencement Date (the "Commencement Date"). The period beginning on the Acceptance Date and ending on the last day of the Primary Term, together with any renewals or extensions thereof, is defined as the "Lease Term". The Lease is noncancelable by Lessee, except as expressly provided in Section 5.

4. RENT; TAXES; PAYMENT OBLIGATION.

(a) The rental payment amount ("Rent") and the payment period for each installment of Rent ("Payment Period") shall be stated in the Schedule. A prorated portion of Rent calculated based on a 30-day month, 90-day quarter or 360-day year (as appropriate) for the period from the Acceptance Date to the Commencement Date shall be added to the first payment of Rent. All Rent and other amounts due and payable under this Agreement or any Schedule shall be paid to Lessor in lawful funds of the United States of America at the payment address for Lessor set forth above or at such other address as Lessor may designate in writing from time to time. Whenever Rent and other amounts payable under a Lease are not paid when due, Lessee shall pay interest on such amounts at a rate equal to the lesser of 1% per month or the highest such rate permitted by applicable law ("Overdue Rate"). Rent shall be due and payable whether or not Lessee has received an invoice showing such Rent is due. Late charges and reasonable attorney's fees necessary to recover Rent and other amounts owed hereunder are considered an integral part of this Agreement. The rate factors used for the calculation of the payment are based in part on similar or like term swap or T-bill rates as published by the US Federal Reserve Board. In the event the applicable rates change between Lessor initially providing the rate factors and the commencement of a Schedule, Lessor reserves the right to change the applicable rate factor commensurate with the change in the applicable rates.

(b) EACH LEASE SHALL BE A NET LEASE. In addition to Rent, Lessee shall pay sales, use, excise, purchase, property, added value or other taxes, fees, levies or assessments lawfully assessed or levied against Lessor or with respect to the Products and the Lease (collectively "Taxes"), and customs, duties or surcharges on imports or exports (collectively, "Duties"), plus all expenses incurred in connection with Lessor's purchase and Lessee's use of the Products, including but not limited to shipment, delivery, installation, and insurance. Unless Lessee provides Lessor with a tax exemption certificate acceptable to the relevant taxing authority prior to Lessor's payment of such Taxes, Lessee shall pay to Lessor all Taxes and Duties upon demand by Lessor. Lessor may, at its option, invoice Lessee for estimated personal property tax with the Rent Payment. Lessee shall pay all utility and other charges incurred in the use and maintenance of the Products.

(c) EXCEPT AS EXPRESSLY PROVIDED IN SECTION 5, LESSEE'S OBLIGATION TO PAY ALL RENT AND OTHER AMOUNTS WHEN DUE AND TO OTHERWISE PERFORM AS REQUIRED UNDER THIS AGREEMENT AND EACH SCHEDULE SHALL BE ABSOLUTE AND UNCONDITIONAL, AND SHALL NOT BE SUBJECT TO ANY ABATEMENT, REDUCTION, SET-OFF, DEFENSE, COUNTERCLAIM, INTERRUPTION, DEFERMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER WHETHER ARISING OUT OF ANY CLAIMS BY LESSEE

AGAINST LESSOR, LESSOR'S ASSIGNS, THE SELLER, OR THE SUPPLIER OR MANUFACTURER OF THE PRODUCTS, TOTAL OR PARTIAL LOSS OF THE PRODUCTS OR THEIR USE OR POSSESSION, OR OTHERWISE. If any Product is unsatisfactory for any reason, Lessee shall make its claim solely against the Seller of such Product (or the Licensor in the case of Software, as defined below) and shall nevertheless pay Lessor or its assignee all amounts due and payable under the Lease.

5. APPROPRIATION OF FUNDS.

(a) Lessee intends to continue each Schedule for the Primary Term and to pay the Rent and other amounts due thereunder. Lessee reasonably believes that legally available funds in an amount sufficient to pay all Rent during the Primary Term can be obtained and agrees to do all things lawfully within its power to obtain and maintain funds from which the Rent and other amounts due may be paid.

(b) Lessee may terminate a Schedule in whole, but not in part by giving at least sixty (60) days' notice prior to the end of the then current Fiscal Period (as defined in the Lessee's Secretary/Clerk's Certificate provided to Lessor) certifying that: (1) sufficient funds were not appropriated and budgeted by Lessee's governing body or will not otherwise be available to continue the Lease beyond the current Fiscal Period; and (2) that the Lessee has exhausted all funds legally available for payment of the Rent beyond the current Fiscal Period. Upon termination of the Schedule, Lessee's obligations under the Schedule (except those that expressly survive the end of the Lease Term) and any interest in the Products shall cease and Lessee shall surrender the Products in accordance with Section 8. Notwithstanding the foregoing, Lessee agrees that, without creating a pledge, lien or encumbrance upon funds available to Lessee in other than its current Fiscal Period, it will use its best efforts to take all action necessary to avoid termination of a Schedule, including making budget requests for each Fiscal Period during each applicable Lease Term for adequate funds to meet its Lease obligations and to continue the Schedule in force..

(c) Lessor and Lessee intend that the obligation of Lessee to pay Rent and other amounts due under a Lease constitutes a current expense of Lessee and is not to be construed to be a debt in contravention of any applicable constitutional or statutory limitation on the creation of indebtedness or as a pledge of funds beyond Lessee's current Fiscal Period.

6. LICENSED MATERIALS.

Software means any operating system software or computer programs included with the Products (collectively, "Software"). "Licensed Materials" are any manuals and documents, end user license agreements, evidence of licenses, including, without limitation, any certificate of authenticity and other media provided in connection with such Software, all as delivered with or affixed as a label to the Products. Lessee agrees that this Agreement and any Lease (including the sale of any Product pursuant to any purchase option) does not grant any title or interest in Software or Licensed Materials. Any use of the terms "sell," "purchase," "license," "lease," and the like in this Agreement or any Schedule with respect to Software shall be interpreted in accordance with this Section 6.

7. USE; LOCATION; INSPECTION.

Lessee shall: (a) comply with all terms and conditions of any Licensed Materials; and (b) possess and operate the Products only (i) in accordance with the Seller's supply contract and any service provider's maintenance and operating manuals, the documentation and applicable laws; and (ii) for the business purposes of Lessee. Lessee agrees not to move Products from the location specified in the Schedule without providing Lessor with at least 30 days prior written notice, and then only to a location within the continental United States and at Lessee's expense. Without notice to Lessor, Lessee may temporarily use laptop computers at other locations, including outside the United States, provided Lessee complies with the United States Export Control Administration Act of 1979 and the Export Administration Act of 1985, as those Acts are amended from time to time (or any successor or similar legislation). Provided Lessor complies with Lessee's reasonable security requirements, Lessee shall allow Lessor to inspect the premises where the Products are located from time to time during reasonable hours after reasonable notice in order to confirm Lessee's compliance with its obligations under this Agreement.

8. RETURN.

At the expiration or earlier termination of the Lease Term of any Schedule, and except for Products purchased pursuant to any purchase option under the Lease, Lessee will (a) remove all proprietary data from the Products and (b) return them to Lessor at a place within the contiguous United States designated by Lessor. Upon return of the Products, Lessee`s right to the operating system Software in returned Products will terminate and Lessee will return the Products with the original certificate of authenticity (attached and unaltered) for the original operating system Software. Lessee agrees to deinstall and package the Products for return in a manner which will protect them from damage. Lessee shall pay all costs associated with the packing and return of the Products and shall promptly reimburse Lessor for all costs and expenses for missing or damaged Products or operating system Software. If Lessee fails to return all of the Products at the expiration of the Lease Term or earlier termination (other than for non-appropriation) in accordance with this Section, the Lease Term with respect to the Products that are not returned shall continue to be renewed as described in the Schedule.

9. RISK OF LOSS; MAINTENANCE; INSURANCE.

(a) From the date the Products are delivered to Lessee's ship to location until the Products are returned to Lessor's designated return location or purchased by Lessee, Lessee agrees: (i) to assume the risk of loss or damage to the Products; (ii) to maintain the Products in good operating condition and appearance, ordinary wear and tear excepted; (iii) to comply with all requirements necessary to enforce all warranty rights; and (iv) to promptly repair any repairable damage to the Products. During the Lease Term, Lessee at its sole discretion has the option to purchase a maintenance agreement from the provider of its choice (including, if it so chooses, to self-maintain the Products) or to forgo such maintenance agreement altogether; regardless of Lessee's choice, Lessee will continue to be responsible for its obligations as stated in the first sentence of this Section. At all times, Lessee shall provide the following insurance: (x) casualty loss insurance for the Products for no less than the Stipulated Loss Value (defined below) naming Lessor as loss payee; and (y) liability insurance with respect to the Products for no less than an amount as required by Lessor, with Lessor named as an additional insured; and (z) such other insurance as may be required by law which names Lessee as an insured and Lessor as an additional insured. Upon Lessor's prior written consent, Lessee may provide this insurance pursuant to Lessee's existing self-insurance policy or as provided for under state law. Lessee shall provide Lessor with either an annual certificate of third party insurance or a written description of its self-insurance policy or relevant law, as applicable. The certificate of insurance will provide that Lessor shall receive at least ten (10) days prior written notice of any material change to or cancellation of the insurance policy or Lessee's self-insurance program, if previously approved by Lessor. If Lessee does not give Lessor evidence of insurance in accordance with the standards herein, Lessor has the right, but not the obligation, to obtain such insurance covering Lessor's interest in the Products for the Lease Term, including renewals. If Lessor obtains such insurance, Lessor will add a monthly, quarterly or annual charge (as appropriate) to the Rent to reimburse Lessor for the insurance premium and Lessor's then current insurance administrative fee.

(b) If the Products are lost, stolen, destroyed, damaged beyond repair or in the event of any condemnation, confiscation, seizure or expropriation of such Products ("Casualty Products"), Lessee shall promptly (i) notify Lessor of the same and (ii) pay to Lessor the Stipulated Loss Value for the Casualty Products. The Stipulated Loss Value is an amount equal to the sum of (a) all Rent and other amounts then due and owing (including interest at the Overdue Rate from the due date until payment is received) under the Lease, plus (b) the present value of all future Rent to become due under the Lease during the remainder of the Lease Term, plus (c) the present value of the estimated in place Fair Market Value of the Product at the end of the Primary Term as determined by Lessor; plus (d) all other amounts to become due and owing during the remaining Lease Term. Unless priced as a tax-exempt Schedule, each of (b) and (c) shall be calculated using the federal funds rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule. The discount rate applicable to tax-exempt Schedules shall be federal funds

rate target reported in the Wall Street Journal on the Commencement Date of the applicable Schedule less 100 basis points.

10. ALTERATIONS.

Lessee shall, at its expense, make such alterations to Products during the Lease Term as are legally required or provided at no charge by Seller. Lessee may make other alterations, additions or improvements to Products provided that any alteration, addition or improvement shall be readily removable and shall not materially impair the value or utility of the Products. Upon the return of any Product to Lessor, any alteration, addition or improvement that is not removed by Lessee shall become the property of Lessor free and clear of all liens and encumbrances.

11. REPRESENTATIONS AND WARRANTIES OF LESSEE.

Lessee represents, warrants and covenants to Lessor and will provide to Lessor at Lessor's request all documents deemed necessary or appropriate by Lessor, including Certificates of Insurance, financial statements, Secretary or Clerk Certificates, essential use information or documents (such as affidavits, notices and similar instruments in a form satisfactory to Lessor) and Opinions of Counsel (in substantially such form as provided to Lessee by Lessor and otherwise satisfactory to Lessor) to the effect that, as of the time Lessee enters into this Agreement and each Schedule that:

(a) Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of its state and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder as in effect and applicable to the Agreement or any Schedule, with full power and authority to enter into this Agreement and any Schedules and perform all of its obligations under the Leases;

(b) This Agreement and each Schedule have been duly authorized, authenticated and delivered by Lessee by proper action of its governing board at a regularly convened meeting and attended by the requisite majority of board members, or by other appropriate official authentication, as applicable, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Agreement against Lessee;

(c) This Agreement and each Schedule constitute the valid, legal and binding obligations of Lessee, enforceable in accordance with their terms;

(d) No other approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by Lessee of the Agreement or any Schedule and the transactions contemplated thereby;

(e) Lessee has complied with such public bidding requirements and other state and federal laws as may be applicable to the Agreement and any Schedule and the acquisition by Lessee of the Products;

(f) The entering into and performance of the Agreement or any Schedule will not (i) violate any judgment, order, law or regulation applicable to Lessee; (ii) result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound; or (iii) result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created pursuant to this Agreement;

(g) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best of Lessee's knowledge and belief is there any basis therefor, which if determined adversely to Lessee will have a material adverse effect on the ability of Lessee to fulfill its obligations under the Agreement or any Schedule;

(h) The Products are essential to the proper, efficient and economic operation of Lessee or to the services which Lessee provides to its citizens. Lessee expects to make immediate use of the Products, for which it has an immediate need that is neither temporary nor expected to diminish during the applicable Lease Term. The Products will be used for the sole purpose of performing one or more of Lessee's governmental or proprietary functions consistent within the permissible scope of Lessee's authority; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds to make all Rent payments and other obligations under this Agreement and any Schedule during the current Fiscal Period, and such funds have not been expended for other purposes.

12. WARRANTY ASSIGNMENT; EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY; FINANCE LEASE.

(a) Provided no Event of Default has occurred and is continuing, Lessor assigns to Lessee for the Lease Term the benefit of any Product warranty and any right of return provided by any Seller.

(b) LESSEE ACKNOWLEDGES THAT LESSOR DID NOT SELECT, MANUFACTURE, SUPPLY OR LICENSE ANY PRODUCT AND THAT LESSEE HAS MADE THE SELECTION OF PRODUCTS BASED UPON ITS OWN JUDGMENT AND EXPRESSLY DISCLAIMS ANY RELIANCE ON STATEMENTS MADE BY LESSOR OR ITS AGENTS. LESSOR LEASES THE PRODUCTS AS-IS AND MAKES NO WARRANTY, EXPRESS, IMPLIED, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF DESIGN, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR OR ITS ASSIGNEE FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY OR WITH RESPECT TO ANY PRODUCTS.

(c) IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, ANY SCHEDULE OR THE SALE, LEASE OR USE OF ANY PRODUCTS EVEN IF LESSOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES AND EVEN IF LESSEE ASSERTS OR ESTABLISHES A FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED IN THIS AGREEMENT.

(d) Lessee agrees that it is the intent of both parties that each lease qualify as a statutory finance lease under Article 2A of the UCC. Lessee acknowledges either (i) that Lessee has reviewed and approved any written supply contract covering the Products purchased from the Seller for lease to Lessee or (ii) that Lessor has informed or advised Lessee, in writing, either previously or by this Agreement, that Lessee may have rights under the supply contract evidencing the purchase of the Products and that Lessee should contact the Seller for a description of any such rights. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, LESSEE HEREBY WAIVES ALL RIGHTS AND REMEDIES CONFERRED UPON A LESSEE BY ARTICLE 2A OF THE UCC.

13. EVENTS OF DEFAULT.

It shall be an event of default hereunder and under any Schedule ("Event of Default") if:

(a) Lessee fails to pay any Rent or other amounts payable under this Agreement or any Schedule within 15 days after the date that such payment is due;

(b) Any representation or warranty made by Lessee to Lessor in connection with this Agreement, any Schedule or any other Document is at the time made materially untrue or incorrect;

(c) Lessee fails to comply with any other obligation or provision of this Agreement or any Schedule and such failure shall have continued for 30 days after notice from Lessor;

(d) Lessee (i) is generally not paying its debts as they become due or (ii) takes action for the purpose of invoking the protection of any bankruptcy or insolvency law, or any such law is invoked against or with respect to Lessee or its property and such petition is not dismissed within 60 days; or

(e) Any provision of this Agreement ceases to be valid and binding on Lessee, is declared null and void, or its validity or enforceability is contested by Lessee or any governmental agency or authority whereby the loss of such provision would materially adversely affect the rights or

security of Lessor, or Lessee denies any further liability or obligation under this Agreement; or

(f) Lessee is in default under any other lease, contract, or obligation now existing or hereafter entered into with Lessor or Seller or any assignee of Lessor.

14. REMEDIES: TERMINATION

(a) Upon an Event of Default under any Schedule all of Lessee's rights (including its rights to the Products), but not its obligations thereunder, shall automatically be cancelled without notice and Lessor may exercise one or more of the following remedies in its sole discretion:

(i) require Lessee to return any and all such Products in accordance with Section 8, or if requested by Lessor, to assemble the Products in a single location designated by Lessor and to grant Lessor the right to enter the premises where such Products are located (regardless of where assembled) for the purpose of repossession;

(ii) sell, lease or otherwise dispose of any or all Products (as agent and attorney-in-fact for Lessee to the extent necessary) upon such terms and in such manner (at public or private sale) as Lessor deems advisable in its sole discretion (a "Disposition");

(iii) declare immediately due and payable as a pre-estimate of liquidated damages for loss of bargain and not as a penalty, the Stipulated Loss Value of the Products in lieu of any further Rent, in which event Lessee shall pay such amount to Lessor within 10 days after the date of Lessor's demand; or

(iv) proceed by appropriate court action either at law or in equity (including an action for specific performance) to enforce performance by Lessee or recover damages associated with such Event of Default or exercise any other remedy available to Lessor in law or in equity.

(b) Lessee shall pay all costs and expenses arising or incurred by Lessor, including reasonable attorney fees, in connection with or related to an Event of Default or the repossession, transportation, re-furbishing, storage and Disposition of any or all Products ("Default Expenses"). In the event Lessor recovers proceeds (net of Default Expenses) from its Disposition of the Products, Lessor shall credit such proceeds against the owed Stipulated Loss Value. Lessee shall remain liable to Lessor for any deficiency. With respect to this Section, to the extent the proceeds of the Disposition (net of Default Expenses) exceed the Stipulated Loss Value owed under the Lease, or Lessee has paid Lessor the Stipulated Loss Value, the Default Expenses and all other amounts owing under the Lease, Lessee shall be entitled to such excess and shall have no further obligations with respect to such Lease. All rights of Lessor are cumulative and not alternative and may be exercised by Lessor separately or together.

15. QUIET ENJOYMENT.

Lessor shall not interfere with Lessee's right to possession and quiet enjoyment of Products during the relevant Lease Term, provided no Event of Default has occurred and is continuing. Lessor represents and warrants that as of the Commencement Date of the applicable Schedule, Lessor has the right to lease the Products to Lessee.

16. INDEMNIFICATION.

To the extent permitted by law, Lessee shall indemnify, defend and hold Lessor, its assignees, and their respective officers, directors, employees, representatives and agents harmless from and against, all claims, liabilities, costs or expenses, including legal fees and expenses (collectively, "Claims"), arising from or incurred in connection with this Agreement, any Schedule, or the selection, manufacture, possession, ownership, use, condition, or return of any Products (including Claims for personal injury or death or damage to property, and to the extent Lessee is responsible, Claims related to the subsequent use or Disposition of the Products or any data in or alteration of the Products. This indemnity shall not extend to any loss caused solely by the gross negligence or willful misconduct of Lessor. Lessee shall be responsible for the defense and resolution of such Claim at its expense and shall pay any amount for resolution and all costs and damages awarded against or incurred by Lessor or any other person indemnified hereunder; provided, however, that any person indemnified hereunder shall have the right to participate in the defense of such Claim with counsel of its choice and at its expense and to approve any such resolution. Lessee shall keep Lessor informed at all times as to the status of the Claim.

17. OWNERSHIP; LIENS AND ENCUMBRANCES; LABELS.

As between Lessor and Lessee, title to Products (other than any Licensed Materials) is and shall remain with Lessor. Products are considered personal property and Lessee shall, at Lessee's expense, keep Products free and clear of liens and encumbrances of any kind (except those arising through the acts of Lessor) and shall immediately notify Lessor if Lessor's interest is subject to compromise. Lessee shall not remove, cover, or alter plates, labels, or other markings placed upon Products by Lessor, Seller or any other supplier.

18. NON PERFORMANCE BY LESSEE.

If Lessee fails to perform any of its obligations hereunder or under any Schedule, Lessor shall have the right but not the obligation to effect such performance and Lessee shall promptly reimburse Lessor for all out of pocket and other reasonable expenses incurred in connection with such performance, with interest at the Overdue Rate.

19. NOTICES.

All notices shall be given in writing and, except for billings and communications in the ordinary course of business, shall be delivered by overnight courier service, delivered personally or sent by certified mail, return receipt requested, and shall be effective from the date of receipt unless mailed, in which case the effective date will be four (4) Business Days after the date of mailing. Notices to Lessor by Lessee shall be sent to: Pharos Financial Services L.P., Attn. Legal Department, One Dell Way, Round Rock, TX 78682, or such other mailing address designated in writing by Lessor. Notice to Lessee shall be to the address on the first page of this Agreement or such other mailing address designated in writing by Lessee.

20. ASSIGNMENT.

(a) LESSEE MAY ASSIGN THIS AGREEMENT OR ANY SCHEDULE, OR SUBLEASE ANY PRODUCT(S) WITH THE PRIOR WRITTEN CONSENT OF LESSOR (SUCH CONSENT NOT TO BE UNREASONABLY WITHHELD). LESSOR, AT ITS SOLE DISCRETION, MAY ASSESS AN ADMINISTRATIVE FEE FOR ANY APPROVED ASSIGNMENT OR SUBLEASE. No assignment or sublease shall in any way discharge Lessee's obligations to Lessor under this Agreement or Schedule.

(b) Lessor may at any time without notice to Lessee, but subject to the rights of Lessee, transfer, assign, or grant a security interest in any Product, this Agreement, any Schedule, or any rights and obligations hereunder or thereunder in whole or in part. Lessee hereby consents to such assignments, agrees to comply fully with the terms thereof, and agrees to execute and deliver promptly such acknowledgments, opinions of counsel and other instruments reasonably requested to effect such assignment.

(c) Subject to the foregoing, this Agreement and each Schedule shall be binding upon and inure to the benefit of Lessor, Lessee and their successors and assigns.

21. GOVERNING LAW; JURISDICTION AND VENUE; WAIVER OF JURY TRIAL.

THIS AGREEMENT AND EACH SCHEDULE SHALL BE GOVERNED BY LAW WITHOUT REGARD TO ITS CONFLICTS OF LAWS PRINCIPLES AND, TO THE EXTENT APPLICABLE, THE ELECTRONIC SIGNATURES IN GLOBAL AND NATIONAL COMMERCE ACT. LESSEE CONSENTS TO THE JURISDICTION OF ANY FEDERAL COURT LOCATED IN , , AND WAIVES ANY OBJECTION TO VENUE IN SUCH COURT, AND FURTHER WAIVES ANY RIGHT TO A TRIAL BY JURY.

22. MISCELLANEOUS.

(a) The headings used in this Agreement are for convenience only and shall have no legal effect. This Agreement shall be interpreted without any strict construction in favor of or against either party.

(b) The provisions of Sections 6, 8, 11, 12(b), 12(c), 12(d), 16, 21 and 22 shall continue in full force and effect even after the term or expiration of this Agreement or any Schedule.

(c) Failure of Lessor at any time to require Lessee's performance of any obligation shall not affect the right to require performance of that obligation. No term, condition or provision of this Agreement or any Schedule shall be waived or deemed to have been waived by Lessor unless it is in writing and signed by a duly authorized representative of Lessor. A valid waiver is limited to the specific situation for which it was given.

(d) Lessee shall furnish such financial statements of Lessee (prepared in accordance with generally accepted accounting principles) and other information as Lessor may from time to time reasonably request.

(e) If any provision(s) of this Agreement is deemed invalid or unenforceable to any extent (other than provisions going to the essence of this Agreement) the same shall not in any respect affect the validity, legality or enforceability (to the fullest extent permitted by law) of the remainder of this Agreement, and the parties shall use their best efforts to replace such illegal, invalid or unenforceable provisions with an enforceable provision approximating, to the extent possible, the original intent of the parties.

(f) Unless otherwise provided, all obligations hereunder shall be performed or observed at the respective party's expense.

(g) Lessee shall take any action reasonably requested by Lessor for the purpose of fully effectuating the intent and purposes of this Agreement or any Schedule. If any Lease is determined to be other than a true lease, Lessee hereby grants to Lessor a first priority security interest in the Products and all proceeds thereof. Lessee acknowledges that by signing this Agreement, Lessee has authorized Lessor to file any financing statements or related filings as Lessor may reasonably deem necessary or appropriate. Lessor may file a copy of this Agreement or any Schedule in lieu of a financing statement.

(h) This Agreement and any Schedule may be signed in any number of counterparts each of which when so executed or otherwise authenticated and delivered shall be an original but all counterparts shall together constitute one and the same instrument. To the extent each Schedule would constitute chattel paper as such term is defined in the UCC, no security interest may be created through the transfer or control or possession, as applicable, of a counterpart of a Schedule other than the original in Lessor's possession marked by Lessor as either “Original” or “Counterpart Number 1”.

(i) This Agreement and the Schedules hereto between Lessor and Lessee set forth all of the understandings and agreements between the parties and supersede and merge all prior written or oral communications, understandings, or agreements between the parties relating to the subject matter contained herein. Except as permitted herein, this Agreement and any Schedule may be amended only by a writing duly signed or otherwise authenticated by Lessor and Lessee.

(j) If Lessee delivers this signed Master Lease, or any Schedule, amendment or other document related to the Master Lease (each a “Document”) to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor’s database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee’s representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor’s option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.

{Lessee Name}
"Lessee"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

PHAROS FINANCIAL SERVICES L.P.
By: PHAROS FINANCIAL SERVICES, INC. ITS GENERAL PARTNER
"Lessor"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

Secretary/Clerk Certificate Instructions

1. In the blocks under paragraph (ii) with the headings "NAME OF AUTHORIZED SIGNATORY", "TITLE OF AUTHORIZED SIGNATORY" and "SIGNATURE OF AUTHORIZED SIGNATORY", all persons who are authorized to execute and deliver the Agreement and any related Lease Schedule(s) from time to time thereunder between the Public Entity and Customer should write or type his/her name under the "Name of Authorized Signatory" heading, write or type his/her title under the "Title of Authorized Signatory" heading, and sign his/her name under the "Signature of Authorized Signatory" heading in the block across from his/her name and title. **The person(s) listed and executing in the blocks under paragraph (ii) must not be the same person executing the Certificate on behalf of the Public Entity (Clerk, Secretary, etc.) listed at the top of the Certificate and executing in the signature block at the bottom of the Certificate under the "In Witness Whereof" language;**

2. The Clerk, Secretary, etc. should insert the Agreement No. in paragraph (iii), if known;

3. The Clerk, Secretary, etc. should strike paragraph (v) of the Certificate if this paragraph is not applicable to the Public Entity;

4. If paragraph (v) of the Certificate is applicable to the Public Entity, the Clerk, Secretary, etc. should insert "regular" or "special" in the first blank and then insert the date of the meeting of the governing body of the Public Entity in the second blank;

5. The Clerk, Secretary, etc. should write or type the Fiscal Period of the Public Entity in paragraph (ix);

6. The Clerk, Secretary, etc. should write or type his/her name, title, name and State of the Public Entity in the top portion of the Certificate and date, sign & print his/her name and title at the bottom of the Certificate under the "In Witness Whereof" language; and

7. If required by local law, the Certificate should be notarized by a notary public. The notary public should be a person other than the Clerk, Secretary, etc. executing under the "In Witness Whereof" language of the Certificate.

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SECRETARY/CLERK CERTIFICATE

I, _____, do hereby certify that:

(i) I am the duly elected, qualified, and acting _____ (Clerk, Secretary, etc.) of , a public entity (the "Public Entity").

(ii) Each of the persons whose name, title and signature appear below is a duly authorized representative of the Public Entity and holds on the date of this Certificate the formal title set forth opposite his/her name and the signature appearing opposite each such person's name is his/her genuine signature:

NAME OF AUTHORIZED SIGNATORY (cannot be Clerk/Secretary authenticating this certificate)	TITLE OF AUTHORIZED SIGNATORY	SIGNATURE OF AUTHORIZED SIGNATORY

(iii) Each such representative is duly authorized for and on behalf of the Public Entity to execute and deliver that certain Master Lease Agreement No. (the "Agreement") and any related Lease Schedules from time to time thereunder (the "Schedules") between the Public Entity and Customer, or its assignee (collectively, "Lessor"), and all agreements, documents, and instruments in connection therewith, including without limitation, schedules, riders and certificates of acceptance.

(iv) The execution and delivery of any such Agreement and/or Schedule and all agreements, documents, and instruments in connection therewith for and on behalf of the Public Entity are not prohibited by or in any manner restricted by the terms of the Charter or other document pursuant to which the Public Entity is organized or of any loan agreement, indenture or contract to which the Public Entity is a party or by which it or any of its property is bound.

(v) [STRIKE IF NOT APPLICABLE] The Public Entity did, at a duly called _____ (regular or special) meeting of the governing body of the Public Entity attended throughout by the requisite majority of the members thereof held on the _____ day of _____ by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith on behalf of the Public Entity by the authorized representative(s) of the Public Entity named in paragraph (ii) above. Such action approving the Agreement, the related Schedule(s) and all agreements, documents, and instruments in connection therewith and authorizing the execution thereof has not been altered or rescinded by the Public Entity.

(vi) No event or condition that constitutes (or with notice or lapse of time or both, would constitute) an Event of Default, as defined in the Agreement, exists at the date hereof.

(vii) All insurance required in accordance with the Agreement is currently maintained by the Public Entity.

Internal Use - Confidential

(viii) The Public Entity has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Rent payments scheduled to come due during the first Fiscal Period and to meet the Public Entity's other obligations for the first Fiscal Period, as such terms are defined in the Agreement, and such funds have not been expended for other purposes.

(ix) The Fiscal Period of the Public Entity is from _____ to _____.

(x) The foregoing authority and information shall remain true and in full force and effect, and Lessor shall be entitled to rely upon same, until written notice of the modification, rescission, or revocation of same in whole or in part, has been delivered to Lessor, but in any event shall be effective with respect to any documents executed or actions taken in reliance upon the foregoing authority prior to the delivery to Lessor of said written notice of said modification, rescission or revocation.

IN WITNESS WHEREOF:

By: _____

Name: _____

Title: _____
(Clerk or Secretary)

Date: _____

Subscribed to and sworn before me:

Notary Public: _____.
(Name)

Date: _____.

My commission expires: _____.

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Pharos Financial Services

Billing and Schedule Information

Welcome to Pharos Financial Services (PFS). We look forward to establishing a long-lasting relationship with you and your team. To ensure your account is setup properly in our systems please provide the information below, working with your Accounts Payable team as needed. Once ready, return it to your PFS Sales Representative or send it to DFS_Customer_Setup@Dell.com. If you have any questions about the form, contact your representative. Thank you.

I. Preparing Your A/P System to Remit PFS Payments:

Below is the most commonly requested information by our customers to assist them in setting up their systems to successfully remit PFS payments. If you require any other information, please contact your representative.

ACH Instructions (preferred)	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	PFS Accounts Only ABA # **021000021** Account # **432217011** MUST INCLUDE CONTRACT and SCHEDULE NUMBER OR INVOICE NUMBER CTX+ format should be first choice if it is an option Email remittance to **USDFSCASHPAYMENTS@dell.com**
Wire Transfer Instructions	JPMorgan Chase Bank, N.A. 1 Chase Manhattan Plaza New York, NY 10081	PFS Accounts Only ABA # **021000021** Account # **432217011** MUST INCLUDE CONTRACT and SCHEDULE NUMBER OR INVOICE NUMBER Email remittance to **USDFSCASHPAYMENTS@dell.com** JPM Swift Code for international wires only: **CHASUS33**
Payee Information	Pharos Financial Services, L.P., Payment Processing Center Federal Tax ID# 04-3652033	PO Box 6549 Carol Stream, IL 60197-6549

II. Your Company Information:

Company Name: _____

Physical Address (primary location): _____

City, State, ZIP: _____

Federal Tax ID: _____

III. Schedules:

Name of recipient(s) to receive monthly schedules **for reconciliation:**

Attention: _____ Email Address: _____

Name of individual(s) that **will sign** schedules (this individual should be named as an authorized signatory on the Incumbency or Secretary Clerk Certificate)

Attention: _____ Title: _____

Telephone Number: _____ Email Address: _____

Would you prefer to sign your documents electronically via Echosign? ☐ Yes ☐ No (not available to Public entities)

Do any of the following criteria need to appear on your schedule?*

☐ Cost Center ☐ Equipment Type ☐ Equipment Location ☐ PO Number

*Invoices will follow the format of the schedule and include a breakout of the items above if requested.

IV. Purchase Orders:

Your PO should be issued to Pharos Financial Services L.P.

If you are unable to issue purchase orders to PFS please specify how the PO will be issued:

Do you utilize blanket PO's? ☐ Yes ☐ No

Do you use a different PO for payment versus procurement? ☐ Yes ☐ No

Is PO fulfillment required for scheduling? ☐ Yes ☐ No

PFS will consolidate shipped orders and place on a schedule for your review. If you have any special consolidation requirements, please contact your PFS Sales representative.

Is board approval necessary? ☐ Yes ☐ No If yes, when are meetings held? _____

Fiscal Year is from _____ to _____

V. Invoicing/Billing Contact Information:

Accounts Payable (AP) Contact Name: _____

Does this billing address match the primary location above? ☐ Yes (If yes, please skip and proceed to Invoice Preference) ☐ No

AP Address: _____

City, State, ZIP: _____

County: _____

AP Email Address: _____ AP Direct Telephone Number: _____

Email Address for PDF or Electronic Invoices (if different than AP contact): _____

VI. Invoice Preferences (choose one from each category):

Invoice Options: ☐ **Contract Level** (one invoice per contract) ☐ **Consolidated** (one invoice for all contracts that have the same due date)

Invoice Format: ☐ **Detail** (asset level) ☐ **Summary**

Delivery Format: ☐ **Paper** (USPS) ☐ **PDF** (paper copy is not mailed) ☐ **Electronic CSV** (converted to Excel)

☐ **3rd Party Invoicing Tool, Ariba/SAP** (enter tool name): _____

Do you need separate invoices for miscellaneous billings? ☐ Yes ☐ No

Do you require a PO number on the invoice to process payment? ☐ Yes ☐ No

Note: the typical invoice processing time is 30 days. If you require more time, please contact your PFS Sales Representative.

VII. Taxes and Fees:

Is your company/entity tax exempt? ☐ Yes ☐ No

If not exempt, do you intend to finance upfront tax (if applicable) on the schedules (contracts)? ☐ Yes ☐ No

Personal Property Tax (PPT): ☐ Rebill Annually ☐ Monthly Property Management Fee

California Environmental Fee: Do you intend to finance the California Environmental Fee, if applicable? ☐ Yes ☐ No

Do you intend to finance shipping by adding shipping costs for the products to your schedule? ☐ Yes ☐ No

VIII. Additional Tax Information:

Sales/Use Tax Exemption: Please provide your tax exemption or direct pay certificate to both PFS and the product vendor. Certificates intended for Leases should be issued to Pharos Financial Services, L.P. and those for Loans should be issued to the product vendor. Where required, sales/use taxes will be assessed and invoiced to PFS by the vendor.

Note: If tax exempt, a valid Tax Exemption or Direct Pay Certificate must be provided **for each state** in which the products are located.

Tax Exempt Certificate Requirements:

- Address to Pharos Financial Services L.P.
- Should coincide with the date the schedule is signed
- List a description of the items; computer hardware/software is generally sufficient
- Signed by an authorized employee/owner

The following are not acceptable forms of Tax Exemption Certificates:

- IRS letter declaring the company as a non-profit (501-C) entity*
- CA letter exempting a company from Franchise and Income Tax
- W-9 form
- State registration certificates

*Mississippi is the only state that accepts the IRS letter as an acceptable exemption certificate

Business Personal Property Tax: Tangible business personal property is taxable in most states. In general, the definition of tangible property is personal property that can be seen, weighed, measured, felt, or otherwise perceived by the senses but does not include a document that constitutes evidence of a valuable interest, claim, or right and has negligible or no intrinsic value.

We appreciate for taking the time to provide the information above. Our goal is to provide a seamless schedule and invoice delivery. Thank you for choosing Pharos Financial Services.

PHAROS

Pharos Financial Services Lease Schedules

Fair Market Value

Software

Dell - Restricted - Confidential

TRUE LEASE SCHEDULE NO.
MASTER LEASE AGREEMENT NO.

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. ("Agreement") DATED BETWEEN PHAROS FINANCIAL SERVICES L.P. ("Lessor") AND ("Lessee").

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit "A" attached to and made a part hereof.

PRODUCT SELLER:

Product Description	Product Location	Lessee Purchase Order No.	Rent*	Primary Term (Mos.)	Commencement Date**
See Exhibit 'A'	See Exhibit 'A'				

Total Product Acquisition Cost:

Rent is payable: in

Payment Period:

*Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit "A".

**The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

TRUE LEASE PROVISIONS

The following provisions shall apply with respect to this Schedule in addition to those provisions in the Agreement:

1. **TRUE LEASE**: The parties intend for this lease to constitute a true lease of Products under the UCC and all applicable laws. If this Lease is determined to be a lease intended as security, in no event shall Lessee be obligated to pay any time price balance differential in excess of the maximum amount permitted by applicable law (as specified herein or the state where the Products are located, whichever law permits the greater amount). In the event Lessor shall receive anything of value under a Lease that is deemed interest which would exceed the maximum amount of interest allowed under the law, the excess amount shall be applied to the reduction of the unpaid time price balance or shall be refunded to Lessee. In order to reduce the unpaid time price balance, any amount deemed interest shall, to the fullest extent permitted by applicable law, be amortized and spread uniformly throughout the Lease Term."

2. **END OF LEASE OPTIONS**.

(a) Provided that no Event of Default has occurred and is continuing, and at least 90 days but no more than 180 days prior to the expiration of the Primary Term (the "Expiration Date"), Lessee will give irrevocable written notice to Lessor of its intention to either:

(i) purchase all of the Products at the Fair Market Value (as defined below);
(ii) renew the Lease Term for a minimum of six (6) months at a rate and for a term agreed upon by both parties; or
(iii) return all of the Products in accordance with the Agreement.

(b) If Lessee exercises the option to purchase the Products then, upon receipt of payment of the "Fair Market Value" (defined below), plus applicable taxes, Lessor will sell the Products to Lessee AS IS-WHERE IS, WITHOUT WARRANTY OR RECOURSE, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY WARRANTIES OF DESIGN, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR AGAINST INFRINGEMENT. The Fair Market Value purchase price shall be paid on or before the last day of the Primary Term. "Fair Market Value" means the price of the Products, installed, in use and in the condition required by the Agreement as determined by Lessor in its reasonable judgment. If Lessee disagrees with the Fair Market Value, Lessee shall notify Lessor in writing within 60 days prior to the Expiration Date and, upon Lessee's request, and within ten (10) days after receipt of Lessee's notice, Lessor shall appoint a qualified appraiser reasonably acceptable to Lessee to appraise the retail value of the Products. The amount determined by such appraiser shall be the final Fair Market Value. Lessor and Lessee shall share the expense of such appraisal equally.

(c) If Lessee desires to renew a lease, Lessee and Lessor shall enter into a supplement to this Schedule describing the length of the renewal Lease Term and the renewal Rent provided, however, all other terms of this Schedule and the Agreement shall remain in full force and effect.

(d) Whether or not Lessee has given Lessor notice if its intent as described above, if Lessee does not return or purchase the Products or renew the Lease as required above, the Lease Term shall automatically extend on a month-to-month basis at the Rent in effect on the Expiration Date (prorated on a monthly basis if the Payment Period was other than monthly during the Primary Term). Such extension shall continue until Lessee: (i) provides thirty (30) days prior written notice of its intention to return or purchase the Products (to take effect on the next Rent payment date that is at least 30 days after the notice is received by Lessor) and (ii) either returns or purchases all of the Products in accordance with the End of Lease options above. Payments of Rent during the month-to-month extension are due and payable monthly as specified in Lessor's invoice. If Lessee fails to return or purchase any Products, the Schedule and associated Rent for the Products that have not been returned or purchased shall extend on a month-to-month basis in accordance with the prior sentence.

3. **COMPLETION OF SCHEDULE.** Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products from time to time if necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit “A”.

"Lessee"	PHAROS FINANCIAL SERVICES L.P. By: PHAROS FINANCIAL SERVICES, INC. ITS GENERAL PARTNER “Lessor”
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

MASTER LEASE AGREEMENT SCHEDULE NO.
(SOFTWARE AND/OR SERVICES ONLY FINANCING SCHEDULE)

THIS SCHEDULE IS SUBJECT TO AND INCORPORATES THE TERMS AND CONDITIONS OF MASTER LEASE AGREEMENT NO. AND ANY AMENDMENTS, IF APPLICABLE, ("Agreement") DATED BETWEEN PHAROS FINANCIAL SERVICES L.P. ("Lessor") AND ("Lessee"). If the entity named on this Schedule is not the Lessee named under the Agreement, then such entity, if an affiliate of Lessee approved in writing in advance by Lessor, shall be deemed the Lessee under this Schedule.

Lessor hereby agrees to lease and/or make available to Lessee subject to the terms, conditions and provisions set forth in this Schedule and in the Agreement, the Products described below. Any capitalized term used herein and not defined herein shall have the meaning ascribed to it in the Agreement.

PRODUCT DESCRIPTION AND LOCATION: See below or Exhibit “A” attached to and made a part hereof.

PRODUCT SELLER:

Product Description	Product Location	Lessee Purchase Order No.	Rent*	Primary Term (Mos.)	Commencement Date**
See Exhibit 'A'	See Exhibit 'A'				

Total Product Acquisition Cost:

Rent is payable: in

Interest Rate:

Payment Period:

*Lessee is responsible for applicable taxes, shipping and other amounts as described in the Agreement, and, with the first payment of Rent, any prorated Rent if applicable. Such amounts are further described in Exhibit “A”.

**The Commencement Date may be extended for one Payment Period until the Schedule is returned in accordance with the terms stated in the Agreement. Lessor may charge Lessee prorated Rent accruing from the Acceptance Date to the Commencement Date, as such date is finally determined.

NATURE OF SCHEDULE: Lessee and Lessor acknowledge that this Schedule is strictly a financing arrangement providing for the repayment of a lease purchase in the amount of the Lessor's Basis (as defined below) made by Lessor to Lessee by performing Lessee's payment obligations to the Product Seller under Lessee's Purchase Order referenced above and is to be repaid as and when set forth herein. The amount of the Rent payments provided for herein represents payments of principal and interest on such lease purchase.

PRODUCTS CONSISTING SOLELY OF SOFTWARE AND/OR SERVICES: The Products covered by this Schedule consist exclusively of the Software and/or services identified on Exhibit A; that Lessee hereby acknowledges have been delivered, installed, and accepted by Lessee. Lessee and Lessor agree that (i) any language in the Agreement pertaining to Lessor's ownership of the Products and (ii) the following sections of the Agreement shall not apply to this Schedule: 7 (Return); 9 (Alterations); 13(a)(ii) (in so far as it purports to provide Lessor a right to sell, lease, or otherwise dispose of any Products that would violate the underlying license, service or similar agreement); and, 16 (Ownership; Liens and Encumbrances; Labels). Notwithstanding the foregoing, Lessee acknowledges that the remaining terms and conditions of the Agreement shall apply to this Schedule including without limitation: Sections 4 (Rent; Taxes; Payment Obligation); 5

(Licensed Materials); 11 (Warranty Assignment; Exclusion of Warranties; Limitation of Liability; Finance Lease); 15 (Indemnification); and, 21(i) (Limit on Interest Charges). This Schedule shall terminate upon the expiration of the Primary Term without extension or renewal; provided, however, that such termination of the Schedule shall not effect obligations of Lessee accruing prior to the termination.

ADDITIONAL PROVISIONS: For purposes of this Schedule, the "Lessor's Basis" shall consist of the following amounts: (i) the Total Product Acquisition Cost set forth above; plus (ii) all other amounts that become due and owing under this Schedule that are not included in the amounts paid to Lessor pursuant to clause (i). As security for Lessee's obligations hereunder, Lessee grants Lessor, a first-priority security interest in all of Lessee's rights and interest in and to the Products (including with respect to any Software or services, Lessee's right to use the Software and right to obtain the services) and all proceeds thereof (including without limitation any refunds with respect to the Software and services financed under this Schedule (each a "Refund") that are received by Lessee or that Lessee has a right to receive), free and clear of all security interests, liens or encumbrances whatsoever. Upon Lessor's written instructions after an Event of Default with respect to this Schedule, Lessee agrees to (a) immediately cease using the Software and obtaining the services, (b) deinstall and delete all copies of the Software from any computer systems owned or controlled by Lessee or used for Lessee's benefit, and (c) provide Lessor with a certificate signed by an authorized representative of Lessee attesting to such cessation of use and services, deinstallation, deletion and destruction. In the event that Lessee shall be entitled to a Refund from the Seller, Lessee authorizes Lessor to deliver a copy of this Schedule to the Seller as evidence of Lessee's consent to Lessor's collection and receipt of the Refund directly; provided, however, nothing herein shall obligate Lessor to pursue Lessee's Refund rights (if any do exist) or modify, excuse or limit Lessee's obligations pursuant to this Schedule that Lessee acknowledges and agrees are absolute and unconditional. Lessor shall apply any Refund actually received by Lessor against the next scheduled Rent payment(s) and all other amounts owed under this Schedule. Lessee agrees that it shall owe any unpaid amounts hereunder remaining after application of such Refund. Finally, notwithstanding anything in the Agreement to the contrary, the Stipulated Loss Value that Lessee may be required to pay Lessor upon an Event of Default under this Schedule shall equal the total sum of the then remaining payments due and unpaid under this Schedule for the Primary Term discounted at the lesser of (x) the discount rate of the Federal Reserve Bank of Chicago on the Commencement Date of this Schedule and (y) the interest rate set forth above.

COMPLETION OF SCHEDULE: Lessee hereby authorizes Lessor to insert or update the serial numbers of the Products as necessary.

If Lessee delivers this signed Schedule, any amendment or other document related to this Schedule or the Master Lease (each a "Document") to Lessor by facsimile transmission, and Lessor does not receive all of the pages of that Document, Lessee agrees that, except for any pages which require a signature, Lessor may supply the missing pages to the Document from Lessor's database which conforms to the version number at the bottom of the page. If Lessee delivers a signed Document to Lessor as an e-mail attachment, facsimile transmission or by U.S. mail, Lessee acknowledges that Lessor is relying on Lessee's representation that the Document has not been altered. Lessee further agrees that, notwithstanding any rule of evidence to the contrary, in any hearing, trial or proceeding of any kind with respect to a Document, Lessor may produce a tangible copy of the Document transmitted by Lessee to Lessor by facsimile or as an e-mail attachment and such signed copy shall be deemed to be the original of the Document. To the extent (if any) that the Document constitutes chattel paper under the Uniform Commercial Code, the authoritative copy of the Document shall be the copy designated by Lessor or its assignee, from time to time, as the copy available for access and review by Lessee, Lessor or its assignee. All other copies are deemed identified as copies of the authoritative copy. In the event of inadvertent destruction of the authoritative copy, or corruption of the authoritative copy for any reason or as the result of any cause, the authoritative copy may be restored from a backup or archive copy, and the restored copy shall become the authoritative copy. At Lessor's option, this electronic record may be converted into paper form. At such time, such paper copy will be designated or marked as the authoritative copy of the Document.

By signing below, each of the parties hereto agrees to be bound by the terms of the Agreement, this Schedule and the attached Exhibit "A".

EXECUTED by the undersigned on the dates set forth below, to be effective as of the Effective Date.

{Lessee Name}
"Lessee"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

PHAROS FINANCIAL SERVICES L.P.
By: PHAROS FINANCIAL SERVICES, INC. ITS GENERAL PARTNER
"Lessor"

BY: _____

NAME: _____

TITLE: _____

DATE: _____

SAMPLE VALIDITY OPINION LETTER
TO BE EXECUTED ON COUNSEL'S LETTERHEAD

To:

Ladies and Gentlemen:

We are counsel to (the "Lessee") and, in that capacity, we have examined Master Lease Agreement No. , dated as of , and the Lease Schedule No. to Master Lease Agreement No thereto, dated as of (collectively the "Agreement"), between the Lessee and Dell Financial Services L.L.C. (the "Lessor").

Based on our examination of the Agreement and such other examinations as we have deemed appropriate, we are of the opinion as follows:

(a) The Lessee is an entity duly organized and existing under and by virtue of the authorizing statute or constitutional provisions of the State of _____ and is a state or political subdivision thereof as described in Section 103(a) of the Internal Revenue Code of 1986, as amended, with full power and authority to enter into the Agreement and the transactions contemplated thereby and to perform all of its obligations thereunder;

(b) The Agreement has been duly authorized, executed and delivered by _____*, _____ of the Lessee by proper action of its governing board at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of the Agreement against the Lessee;

(c) The Agreement constitutes the valid, legal and binding obligation of the Lessee, enforceable in accordance with its terms;

(d) No approval, consent or withholding of objection is required from any federal, state or local governmental authority or instrumentality with respect to the entering into or performance by the Lessee of the Agreement and the transactions contemplated thereby;

(e) Lessee has complied with any applicable public bidding requirements and other applicable state and federal laws in connection with the Agreement and the transactions contemplated thereby;

(f) The entering into and performance of the Agreement will not violate any judgment, order, law or regulation applicable to the Lessee or result in any breach of, or constitute a default under, any instrument to which the Lessee is a party or by which it or its assets may be bound, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of the Lessee or on the Products, other than those created by the Agreement;

(g) The Products are tangible personal property and when subject to use by the Lessee will not be or become fixtures or real property under the laws of the State of _____;

(h) There are no actions, suits, proceedings, inquiries or investigations, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting, nor to the best of our knowledge and belief is there any basis therefor, which, if determined adversely to Lessee, will have a material adverse effect on the ability of the Lessee to fulfill its obligations under the Agreement; and

(i) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for Lessee's current Fiscal Period to make the Rent payments scheduled to come due during Lessee's current Fiscal Period and to meet its other obligations under the Agreement for the current Fiscal Period, and such funds have not been expended for other purposes.

This opinion is delivered to the addressee for its benefit and the benefit of its assigns for the purpose contemplated by the Agreement.

Very truly yours,

*Authorized Signatory of Lessee under the Agreement.

Internal Use - Confidential

Dell Data Domain 6400

Prepared for:

Village of North Palm Beach

Michael Applegate
mapplegate@village-npb.org

Prepared by:

John Lynch

February 12, 2024

eastern computer exchange

Eastern At A Glance

Eastern Computer Exchange, a trusted solution provider with a highly skilled and certified staff, has been delivering best in breed, end-to-end technology to customers across the globe for over 30 years.

- Founded in 1990
- World Headquarters: Westport, CT USA
- Global Presence: North America, South America, Asia Pacific and Europe - 50+ offices on 5 continents
- Core Business: Data Center, Hybrid Cloud, Software Defined Infrastructure, Business Continuance, Data Center Migrations, Cloud and Advanced Consulting, Staffing, Managed Services and Program Management

Strategic Partnerships Include:

Cisco, Dell Technologies, Hewlett Packard Enterprise, F5, Zscaler, Google Cloud, Palo Alto Networks, AWS, Nutanix, Microsoft Azure, Citrix, Okta, CrowdStrike, Fortinet

Recent Industry Achievements:

- 2023 Dell Titanium Partner
- 2023 Cisco Gold Partner
- 2023 Multiple Cisco Specialization Certifications
- CRN Tech Elite 250 Awards
- Ten Best Industry Solution Providers, Industry Era Magazine
- Five Best Dell Solution Providers, Enterprise World Magazine
- Infinidat Account Manager of the Year

Proven Leader in the Industry: Over 30 years in business successfully deploying many of the largest solutions with our global and national customers. Our customer business outcome focused processes for delivering solutions includes developing strategies for cloud, digital transformation, assessments, architectural planning / design, flexible consumption modeling, staging, implementation, and programmatic project management.

Specialty Solutions: Multi & Hybrid Cloud Strategy, Operations Managed Services, Hyper-Converged Infrastructure Solutions, End User Compute Modernization (Mobility Management), Virtual Desktops, Cyber Recovery, Zero Trust, Identity Management, Edge Computing, Internet of Things (IoT), Video Surveillance, Autonomous Operations, Managed Services, Data Center Relocation, Migrations, and Media & Entertainment.

Networking: We are highly skilled in the design of advanced Enterprise Network Architectures. Our Data Center designs are extremely adaptable and have been implemented worldwide by numerous Enterprise customers. Our ability to design, deploy, and implement helps our customers streamline network operations, increase uptime, reduce cost, and improve total cost of ownership.

Security: Our partnerships with industry-leading security product manufacturers fuels our deep knowledge of best-of-breed technologies and how they work together. This understanding and experience enables Eastern to deliver more effective, integrated solutions that exceed customer requirements.

Collaboration/Contact Center: Our Industry leading manufacturers develop proactive, predictable & hyper personalized contact center experiences that grow revenue and enhance customer loyalty. Integration of collaboration tools merge reliable, secure technology for successful employee interaction anywhere, anytime.

Global Presence: United Sates, Argentina, Australia, Brazil, Bulgaria, Canada, China, Columbia, Czech Republic, France, Germany, Hong Kong, India, Indonesia, Ireland, Japan, Malaysia, Netherlands, New Zealand, Panama, Philippines, Romania, Singapore, South Africa, South Korea, Switzerland, Taiwan, Thailand, Turkey, United Kingdom and Uruguay.

Executive Summary

February 12, 2024

Michael Applegate
Village of North Palm Beach
501 US Highway 1
North Palm Beach, FL 33408
United States

Dear Michael,

Thank you for allowing **Eastern Computer Exchange, Inc.** to present the following *Dell Data Domain 6400* proposal to **Village of North Palm Beach.** Eastern is the leader in providing IT Digital and Cloud Transformation including Storage, Software, Networking, Security and Virtualization Solutions for your Infrastructure for over 30 years.

We greatly appreciate your time and the opportunity you have given us to prove Eastern and this solution is the best fit for **Village of North Palm Beach.** Please review the below financial summary and proposal.

Product Description	Total
Controller DD6400 NFS CIFS	**$37,036.69**

If you have any questions or need additional information, please feel free to contact me at **(845)-596-4639.**

Thank you for the opportunity to present this proposal, we hope to hear from you soon!

Sincerely,

John Lynch | Account Executive
Eastern Computer Exchange Inc.
Mobile: (845)-596-4639
johnlynch@ecei.com

Confidential and Proprietary - Cannot be shared without the prior written consent of Eastern Computer Exchange, Inc.
Headquarters: 61 Wilton Road, Westport, CT 06880 · 203.877.4334 · eastern@ecei.com · www.ecei.com

Dell Controller DD6400 NFS CIFS

Qty	Part #	Description	Total List	Total Price
		Hardware		
1	210-BCFX	Controller DD6400 NFS CIFS	$18,743.00	$3,979.08
1	321-BHJM	SYSTEM DD6400 PSNT	$0.00	$0.00
1	492-BDES	DD 10GBASE-T IO MODULE 4PORT NDC INTEL	$1,169.00	$248.18
1	750-ADOJ	DD6400 Field Install Kit	$2,150.00	$456.46
1	379-BDPD	ISG Product (info)	$0.00	$0.00
		Hardware Subtotal	**$22,062.00**	**$4,683.72**
		Software		
1	619-ARIH	DD OS 7.7X=IA	$0.00	$0.00
1	149-BBKF	LICENSE BASE DD OE=IA	$0.00	$0.00
32	149-BBKE	DD6400 Capacity License Bundle 1TBu=CC	$51,232.00	$10,877.12
64	151-BBRH	DD6400 Cloud Tier 1TB =CC	$0.00	$0.00
1	210-AYMW	Dell EMC PowerProtect Data Manager Essentials	$0.00	$0.00
4	528-CQFC	Dell EMC PowerProtect Data Manager Essentials=IA	$8,273.84	$2,931.52
1	528-CRYV	PowerProtect Storage Direct DD vD=IA	$0.00	$0.00
1	528-CRYX	PowerProtect Cyber Recovery=IC	$0.00	$0.00
1	528-CRZJ	vRealize=IA	$0.00	$0.00
4	142-BBFQ	Data Protection Advisor=CA	$0.00	$0.00
4	528-CPWX	Data Protection Central=CA	$0.00	$0.00
4	528-CPWY	PowerProtect Oracle RMAN Agent=CA	$0.00	$0.00
4	528-CPWZ	PowerProtect Microsoft Agent=CA	$0.00	$0.00
4	528-CPXB	PowerProtect Database Agent=CA	$0.00	$0.00
4	528-CPXD	EMC Granular Recovery Microsoft=CA	$0.00	$0.00
4	528-CRYS	PowerProtect Storage Direct for PMAX=CA	$0.00	$0.00

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Dell Controller DD6400 NFS CIFS

Qty	Part #	Description	Total List	Total Price
4	528-CRYW	vProtect=CA	$0.00	$0.00
4	528-CRYZ	PowerProtect Storage Direct for XIO=CA	$0.00	$0.00
4	528-CRZC	Cloud Disaster Recovery=CC	$0.00	$0.00
4	528-CRZG	PowerProtect Storage Direct for VMAX=CA	$0.00	$0.00
4	528-CRZF	RecoverPoint for VMs=IA	$0.00	$0.00
40	141-BIBE	Cloud Snapshot Manager SaaS=IB	$0.00	$0.00
4	528-CPXC	PowerProtect DD Virtual Edition=CA	$0.00	$0.00
4	528-CPXF	Dell EMC Cloud Tier=CA	$0.00	$0.00
1	626-BBBG	Storage Software Info	$0.00	$0.00
		Software Subtotal	**$59,505.84**	**$13,808.64**
		Services		
1	812-4037	ProDeploy Plus No Charge Training 500	$500.00	$500.00
1	827-4637	Prodeploy Plus for PowerProtect Data Domain 6XXX 9XXX	$6,936.27	$6,936.27
1	827-4638	Prodeploy Plus for PowerProtect Data Domain 6XXX 9XXX Deployment Verification	$47.73	$47.73
1	852-7448	ProDeploy for PowerProtect Data Manager Essentials	$2,993.89	$2,993.89
		Services Subtotal	**$10,477.89**	**$10,477.89**
		Maintenance: 36 Months		
1	877-3653	Dell Hardware Limited Warranty	$772.27	$163.95
1	877-3660	ProSupport Mission Critical 4-Hour 7x24 Onsite Service with Emergency Dispatch 3 Years	$2,769.00	$587.86
1	877-3663	ProSupport Mission Critical 7x24 Technical Support and Assistance 3 Years	$3,231.00	$685.96
1	989-3439	Thank you choosing Dell ProSupport. For tech support, visit //www.dell.com/support or call 1-800- 945-3355	$0.00	$0.00
1	868-5974	3 Years ProSupport Operating Env Sftwr Spt-Maint	$5,088.46	$1,054.55

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Dell Controller DD6400 NFS CIFS

Qty	Part #	Description	Total List	Total Price
32	868-6007	3 Years ProSupport Capacity Bundle 1TB Raw Sftwr Spt-Maint	$16,727.04	$3,551.36
1	868-5906	3 Years ProSupport Capacity Bundle 1TB Raw Sftwr Spt-Contract	$0.00	$0.00
64	868-5682	3 Years ProSupport DD Cloud Tier Sftwr Spt-Maint	$0.00	$0.00
1	868-5709	3 Years ProSupport DD Cloud Tier Sftwr Spt-Contract	$0.00	$0.00
4	849-3677	3 Years ProSupport PowerProtect Data Mgr Essentials per Socket Sftwr Spt-Maint	$5,708.96	$2,022.76
1	849-3728	3 Years ProSupport PowerProtect Data Mgr Essentials per Socket SftwrSpt-Contract	$0.00	$0.00
		Maintenance: 36 Months Subtotal	**$34,296.73**	**$8,066.44**

Total: **$37,036.69**

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Dell Data Domain 6400

Prepared by:

Eastern Computer Exchange, Inc.

John Lynch
845-596-4639
Fax 203-877-5335
JohnLynch@ECEI.com

Prepared for:

Village of North Palm Beach

501 US Highway 1
North Palm Beach, FL 33408
Michael Applegate
(561) 841-3356
mapplegate@village-npb.org

Quote Information:

Quote #: 12242, 7429

Version: 1
Proposal Date: 2/12/2024
Expiration Date: 3/12/2024

Quote Summary

Description	Amount
Dell Controller DD6400 NFS CIFS	$37,036.69
Total:	**$37,036.69**

Terms:

Payment Terms:	**30 Days**
Maintenance Support:	**36 months**
Late Payment:	**1.5% per month**
Shipping:	**Not Included**
Taxes:	**Not Included**

Accepted and Agreed to

Village of North Palm Beach	**Eastern Computer Exchange, Inc.**
Signature: _____	Signature: _____
Name: _____	Name: _____
Printed	Printed
Date: _____	Date: _____

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Confidential and Proprietary - Cannot be shared without the prior written consent of Eastern Computer Exchange, Inc.
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Village of North Palm Beach

Audit Committee Meeting

Minutes

November 07, 2023

Village Hall

Attending

Tom Andres, Chair

Marie Silvani (Absent), Tom Andres, Dave Talley (Absent), Don Kazimir, Ed Katz, Erica Ramirez Director of Finance, Samia Janjua-Deputy Village Manager.

Items Discussed: Meeting called to order at 5:30 pm

1. Minutes from May 24, 2023, approved, first by Don Kazimir and second by Ed Katz
2. There were no public comments.
3. Tom Andres Reviewed and discussed at length the September quarterly performance report.
4. Scheduled next Audit Committee Meetings – (Tentative) January, February and March of 2024, at 5:30 pm
5. Deputy Village Manager Samia Janjua introduced Erica Ramirez as the new Finance Director.
    a) Samia Janjua explained that she will provide the dates in January for scheduling a meeting between the Audit Committee members and the Auditor.
    b) Samia Janjua informed the Committee that the Auditors will also be on-site from January to March providing an opportunity for all Committee members to thoroughly review the drafted documents, additionally a date for the next Audit Committee Meeting in January will be established.

c) Samia Janjua offered additional insight regarding the September quarterly performance reports provided by Marie Silvani and discussed by Tom Andres
d) Samia Janjua also provided additional information regarding the Investment and Purchasing Policies.
e) Samia Janjua conveyed that the Village Manager wished to emphasize to the Committee the Advisory Board's policy and procedure pertaining to board vacancies and the replacement of board members. Samia also provided the board with a timeline for the replacement process.

6. Erica Ramirez Finance Director gave a brief introduction regarding her new role as the Finance Director.

Meeting adjourned at 5:57 pm

Respectfully Submitted,

Philippa Davis Village Mangers Office

THE VILLAGE OF NORTH PALM BEACH
PLANNING, ZONING AND ADJUSTMENT BOARD
REGULAR MEETING MINUTES
TUESDAY, DECEMBER 5, 2023 at 6:30 PM

Present	Cory Cross, Vice Chair
	Kathryn DeWitt, Member
	Nathan Kennedy, Member
	Scott Hicks, Member
	Thomas Hogarth, Member
Absent	Donald Solodar, Chair
	Jonathan Haigh, Member
Village Staff	Len Rubin, Village Attorney
	Caryn Gardner-Young, Community Development Director
	Kacy Morrone, Functional Manager

1. **CALL TO ORDER**

   Vice-Chair Cross called the meeting to order at 6:33 p.m.

   a. **ROLL CALL**

      Roll was called, and it was determined a quorum was present.

2. **DELETIONS, ADDITIONS, OR MODIFICATIONS TO THE AGENDA**

   There were no modifications to the agenda.

3. **PUBLIC COMMENT FOR NON-AGENDA ITEMS**

   There were no public comments.

4. **APPROVAL OF MINUTES**

   There were no minutes to approve.

5. **DECLARATION OF EX-PARTE COMMUNICATIONS**

   No ex-parte communications were reported or disclosed.

6. **QUASI-JUDICIAL MATTERS/PUBLIC HEARING**

   The Village Attorney Rubin swore in those wishing to provide testimony.

   a. **SITE PLAN AND APPEARANCE REVIEW**

      i. **OLD BUSINESS**

         1. **730 U.S. HIGHWAY 1 (BUILDING COLOR)**

            The applicant requested to table this matter to the January 2024 meeting.

ii. NEW BUSINESS

1. 613 NORTHLAKE BLVD (BUILDING WALL SIGN)

John Boyd from Bergen Signs presented a wall sign proposal on behalf of the property owner. He remarked that all specifications meet the code.

Member comments

Mr. Kennedy liked the sign and had no further comments.

Mr. Hoggarth inquired if the building was single or multi-tenant. Ms. Gardner-Young responded that it used to be a multi-tenant, but it was converted to a single tenant occupied by ABDCE Animal Hospital.

Ms. DeWitt liked the sign and had no further comments.

Mr. Hicks liked the nighttime lighting and the sign overall, and he had no further comments.

Ms. Gardner-Young shared the staff report with recommendations for approval.

Mr. Hogarth motioned to approve the petition as presented, seconded by Mr. Hicks. The **motion passed** unanimously (5-0).

7. BOARD MEMBER COMMENTS

Mr. DeWitt inquired if the other board meetings and agendas are broadcast live and posted. Mr. Rubin responded that the other boards or committees are not published live, and Agendas with Minutes are posted on the Village's website.

8. STAFF UPDATES

The proposed joint meeting date with the Town of Lake Park is January 8, 2024, at 6:00 p.m. Their Planning and Zoning Board has a quorum for this date. Ms. Gardner-Young explained the purpose of the joint meeting would be to discuss the Village Place Master Plan and to offer recommendations to the Village Council.

Mr. Cross recommended proposing another date to the Town of Lake Park, such as January 16 and January 22, 2024, since Board member Ms. DeWitt stated she could not attend the January 8, 2024 meeting. Also, to receive all the documentation of the Village Place with enough anticipation to review.

Ms. Gardner-Young reminded the Planning, Zoning and Adjustment Board that some of the members' terms are coming up in April 2024 and to contact the Village Clerk's office for more information.

The next meeting will be January 2, 2024.

9. ADJOURNMENT

With no further business before the Board, Mr. Cross adjourned the meeting at 6:56 p.m.

THE VILLAGE OF NORTH PALM BEACH
PLANNING, ZONING AND ADJUSTMENT BOARD
REGULAR MEETING MINUTES
TUESDAY, JANUARY 2, 2024 at 6:30 PM

Present	Donald Solodar, Chair Cory Cross, Vice Chair Kathryn DeWitt, Member Jonathan Haigh, Member Scott Hicks, Member Thomas Hogarth, Member Nathan Kennedy, Member
Village Staff	Len Rubin, Village Attorney Caryn Gardner-Young, Community Development Director Estefany Camargo, Executive Assistant

1. CALL TO ORDER

Chair Solodar called the meeting to order at 6:32 p.m.

a. ROLL CALL

Roll was called, and it was determined a quorum was present.

2. DELETIONS, ADDITIONS, OR MODIFICATIONS TO THE AGENDA

There were no modifications to the agenda.

3. PUBLIC COMMENT FOR NON-AGENDA ITEMS

Lisa Jensen, 606 Shore Road, spoke regarding the Twin Cities Mall project. She stated she largely favors the project, but it is denser and taller than she expected.

4. APPROVAL OF MINUTES

a. NOVEMBER 14, 2023

Chair Solodar highlighted a typographical error.

Mr. Haigh motioned to approve the November 14, 2023 minutes as amended, seconded by Mr. Hicks. The **motion passed** unanimously (7-0).

b. DECEMBER 5, 2023

The December 5, 2023 minutes will be presented for approval at the next meeting.

5. DECLARATION OF EX-PARTE COMMUNICATIONS

No ex-parte communications were reported or disclosed.

6. QUASI-JUDICIAL MATTERS/PUBLIC HEARING

Village Attorney Len Rubin swore in those wishing to provide testimony.

a. SITE PLAN AND APPEARANCE REVIEW

i. NEW BUSINESS

1. 613 NORTHLAKE BLVD – ABCDE ANIMAL CLINIC (MONUMENT SIGN)

John Boyd, Bergen Signs, presented a monument sign proposal on behalf of the property owner. He remarked that all specifications meet the Code.

Member comments

Mr. Hicks asked about the geometry of the parking lot and the ability to get around the sign and planter proposed. Mr. Boyd advised there are currently dumpsters in the back which garbage trucks can access. He stated they had paced off the space and did not foresee any problems. Ms. Gardner-Young noted she would send the plan to Public Works for further review.

Ms. DeWitt commented that the sign looked nice and asked if there would be any protective barrier around the landscaping. Mr. Boyd stated nothing was planned at this stage. He discussed irrigation briefly.

Mr. Cross noted the numbers on top of the sign were a beautiful way to ensure the address could be seen. He asked what part of the sign would be illuminated at night. Mr. Boyd clarified.

Mr. Haigh added that he would like to see the island curbed to protect the landscaping and sign. He suggested reconsidering some of the species in the landscape plan due to heights and asked about the stone utilized for the sign. Mr. Boyd noted the stone was selected to match in color, if not stone type.

Mr. Hogarth asked whether the Code mentions a minimum height for the pedestal. Ms. Gardner-Young stated the sign meets Code. Mr. Rubin advised there was not a minimum.

Dr. Kennedy inquired regarding the staff condition related to the minimum height of plants. Ms. Gardner-Young clarified the requirement was Code. Discussion continued regarding pruning to keep the sign visible.

Chair Solodar had no further comments.

Ms. DeWitt liked the sign and had no further comments.

Ms. Gardner-Young shared the staff report with recommendations for approval with conditions. She noted the addition of three (3) conditions by the Board, including that the material color be similar to that of the building, the addition of curbing, and clearance for trucks.

Ms. DeWitt motioned to approve the petition with added conditions, seconded by Mr. Hogarth. The **motion passed** unanimously (7-0).

2. 635 U.S. HIGHWAY 1 – DESANO PIZZERIA (NORTH BUILDING WALL SIGN)

Zach Ciciera, Planner with Cotleur & Hearing presented a monument sign proposal on behalf of the property owner. He explained the application

required a waiver to the existing Commercial Planned Unit Development (PUD).

Member comments

Dr. Kennedy stated the sign was tasteful and would add to the site.

Mr. Hogarth commented that other businesses would take issue with not being able to have a similar sign outside of the PUD. Mr. Rubin provided clarification on the process.

Mr. Hicks did not have an issue with the sign and believed it would help a new business along the corridor.

Mr. Cross stated he understood Mr. Hogarth's concern but liked it in this case. He noted the sign was not very large.

Ms. DeWitt liked the sign and had no further comments.

Mr. Haigh asked whether the color scheme was black and white. Mr. Ciciera confirmed.

Chair Solodar noted there had been a lot of discussion about getting traffic to the location and the sign would be a helpful addition.

Ms. Gardner-Young shared the staff report with recommendations for approval.

Mr. Kennedy motioned to recommend approval of the petition as presented, seconded by Mr. Cross. The **motion passed** (6-1). Mr. Hogarth voted no.

3. 529 NORTHLAKE BLVD – SUSHI JO & BISTRO

John Samadi, 512 Marlin Road, expressed concern with a drainage catch basin proposed near the dumpster, lack of a grease trap in the drainage plan, a reduction in access without a public benefit, and with the inclusion of the easement in the pervious area calculations.

Applicant Presentation

Zach Ciciera, Planner with Cotleur & Hearing presented a proposal on behalf of the property owner for a site plan amendment with two (2) waivers for expansion of the existing building by 1,334 square feet, including modification and reduction of parking on the east boundary and a variance in width of the drive aisle.

Member comments

Chair Solodar asked Mr. Ciciera to respond to Mr. Samadi's concerns regarding the catch basin and grease trap. Mr. Ciciera explained.

Mr. Hicks asked staff what review had been done of the drive aisle for consistency with vehicle access. Ms. Gardner-Young outlined the review process followed and alternate plans explored to find the best remedy.

Mr. Hicks inquired regarding the pervious area. Donaldson Hearing, Cotleur & Hearing, stated there was a slight increase in impervious area. He noted the application met all water management requirements.

Ms. DeWitt asked about the monument sign. Mr. Hearing advised it would be painted and enhanced, but not changed.

Ms. DeWitt stated she appreciated the context in relation to parking. She inquired about the stucco on the building. Mr. Ciciera explained the stucco would be redone and painted.

Ms. DeWitt commented that she was excited to see tenants in the space.

Mr. Cross stated he liked the site plan and was not concerned with the parking, drive aisle, or impervious space, but did not like the elevation.

Mr. Haigh recused himself from the item, as his firm is a part of the applicant's team.

Mr. Hogarth expressed concern with proximity to the canal bank. Mr. Ciciera provided additional clarification. Mr. Hearing noted the team's civil engineer was reviewing adding bollards for additional vehicle protection.

Mr. Hogarth highlighted a discrepancy between the number of restaurant seats contemplated in the parking analysis and on the floor plan. Ms. Gardner-Young stated the total number of seats indoors and outdoors was to be 54. Mr. Hearing discussed the need for flexibility in how to operate within the limit. Scott Gareri, Co-owner, confirmed the commitment to maintaining no more than 54 seats. Discussion continued regarding seating and consensus was to request a seating management plan.

Mr. Hicks asked for clarification regarding proximity to the canal bank. Mr. Hearing advised that the applicant team would work with the Village Engineer to address the concerns.

Mr. Hogarth inquired as to how glare would be controlled from the lighting. Mr. Hearing explained.

Dr. Kennedy stated he appreciated the efforts of the applicant to work with staff and make compromises, and advised he was comfortable with the waivers presented.

Chair Solodar asked the applicant to respond to Mr. Cross' concerns regarding the elevations. Mr. Hearing responded briefly.

Ms. Gardner-Young shared the staff report with recommendations for approval. She noted the addition of conditions based on the Board discussion, including submittal of a seating management plan showing a maximum of 54 seats prior to Certificate of Occupancy, shielding on parking lot lighting, confirmation the line of sight is in compliance, and review by a professional engineer to determine whether protection measures are necessary in the rear of the site plan.

Discussion continued regarding the elevations. Mr. Cross reviewed ideas to improve the design.

Mr. Hogarth suggested the Board approve the site plan and revisit the architectural design with the signage package. Mr. Hearing agreed.

Mr. Hogarth motioned to approve the site plan including waivers as requested with conditions as outlined, with the understanding that the applicant will return for approval of the architectural appearance and signage, seconded by Ms. DeWitt. The **motion passed** unanimously (6-0). Mr. Haigh did not vote.

4. RE-ADOPTION OF MASSING PROVISIONS

Mr. Ruben provided a brief history, explaining the provisions were adopted in October 2022 and amended due to legislation which later was amended to exclude Palm Beach County.

Ms. Gardner-Young reviewed the recommended changes to the provisions and recommended approval.

Member comments

Mr. Hicks asked for clarification on the articulation setbacks. Ms. Gardner-Young and Mr. Ruben explained.

Ms. DeWitt stated she had liked the five (5) foot setback and asked for examples of the improvements proposed for blank walls. Ms. Gardner-Young responded.

Dr. Kennedy expressed concern there was still an outcome under the proposed provisions that could result in boxy houses. Discussion continued.

Mr. Cross stated he would like to see this adopted as soon as possible.

Lisa Jensen, 606 Shore Road, provided additional insight into the discussion of articulation in the ad-hoc committee.

John Samadi, 512 Marlin Road, commented on the expense associated with making updates to an existing house and advised there should be exceptions.

Mr. Cross discussed options for existing homes undergoing remodel. He suggested striking criterion 10.

Dr. Kennedy suggested the addition of the word “permanent” before “architectural element” in criterion 14.

Mr. Hogarth expressed concern with enforcement. Ms. Gardner-Young responded briefly.

Discussion ensued as to the requirement for four (4) features to avoid blank walls. Chair Solodar suggested a percentage rather than a number of features. Ms. Gardner-Young highlighted potential issues with the calculation.

Mr. Cross suggested reconvening the ad-hoc committee. Discussion continued as to timing constraints.

Ms. DeWitt reviewed the language and made suggestions for staff changes. Ms. Gardner-Young and Mr. Ruben agreed to revise section E.2.

Mr. Hogarth supported reconvening the ad-hoc committee rather than rushing into an option that may not be better.

Mr. Cross motioned to recommend Council readopt the original massing motion with revisions as discussed, seconded by Dr. Kennedy. The **motion passed** (5-2). Mr. Haigh and Mr. Hogarth voted no.

7. BOARD MEMBER COMMENTS

Mr. Cross commented that Prosperity Village has a little park that is supposed to be accessible to the public, but there is a six (6) foot high fence and eight (8) foot plantings between the park and the sidewalk. He asked staff to look into whether those elements were reflected on the site plan and landscape plan.

Chair Solodar thanked the Board for stepping up while he was out ill.

Mr. Haigh followed up on a question he asked at the October meeting regarding lighting in the Faith Lutheran Church parking lot. Ms. Gardner-Young advised that the review by the PZAB prior to building permits was overlooked by staff. She noted they have been advised of the need to file a revision and that application would come before the Board.

8. STAFF UPDATES

Ms. Gardner-Young advised that the Village Clerk's office would be sending notifications this month of expired terms on the Board. She stated a Community Development meet and greet was scheduled for January 23 at 8 a.m. at the Country Club and asked that the Board assist in sharing the information with the community.

Ms. Gardner-Young reminded the Board that the joint meeting with the Town of Lake Park Planning and Zoning Board to discuss the Village Place Master Plan is scheduled for January 8, 2024, at 6 p.m. Discussion ensued regarding the procedures and recommendations.

Mr. Hogarth noted a meeting on election day was listed on the Board's calendar, but the room was used as a voting precinct, so an update was needed.

Ms. Gardner-Young commented that two (2) new Code Enforcement officers had been hired and are now working weekends. She noted electronic permitting would be online shortly.

9. ADJOURNMENT

With no further business before the Board, Chair Solodar adjourned the meeting at 8:27 p.m.

VILLAGE OF NORTH PALM BEACH
GOLF ADVISORY BOARD
Minutes of January 8, 2024

I. CALL TO ORDER

A. The meeting was called to order by Vice Chairman Rich Pizzolato at 6:00 p.m.

II. ROLL CALL

A. Board:	Present	Absent
Stephen Mathison – Chairman		X
Rich Pizzolato – Vice Chairman	X	
Curtis Witters – Secretary	X	
Landon Wells – Member	X	
Orlando Puyol – Member	X	
Sandra Felis – Member	X	
Karen O'Connell – Member	X	

B. Staff Members:

Allan Bowman, Director of Golf	X
Beth Davis, General Manager	X
Lenore Dingle, Membership Coordinator	X

C. Council Members:

D. Public Present:

David Norris

III. APPROVAL OF MEETING MINUTES

Minutes of the November 13, 2023 GAB Meeting were approved 6-0.

IV. ADMINISTRATIVE REPORTS

Golf Report. Allan Bowman, Director of Golf, delivered his report.

Golf rounds were down by 1,200 for the first quarter of the fiscal year. During the same time period, revenue per round is up.

Revenue at the driving range is up by 20% over the same time period last year; we have 400 visits per day to the range.

Merchandise sales are up for the first quarter although December sales were slightly less than 2022.

As noted above, rounds are down, due primarily to the number of rainy days.

The clock at the driving range will go up on January 9th. The protective netting to be installed along the driving range has been delivered and will be installed later this week.

A meeting was held today to review the proposals submitted in response to the RFP for the three-year maintenance contract to begin October 1, 2024. The proposal from Brightview is for a $1.8M contract, an increase of $300K per year over the current contract.

The increased cost of maintenance will require an increase in membership cost. Currently members fill 33% of the available tee times. It is proposed that membership costs will be increased by $100K, the proportionate share of the increased cost of maintenance. This will translate to a 15-20% increase in membership dues.

An RFP is going out for the construction of the proposed environmental center to be built at the course. This will allow for proper storage of fuel and chemicals as required by existing regulations.

Our golf cart lease ends at the end of 2024. We are seeking proposals for new carts from Yamaha, Club Car, and EZ Go.

IV. DISCUSSION TOPICS

We continue to experience trespassing on the golf course by private golf carts, after hours. The owner of the vacant lot by the 8th fairway has agreed to install fencing on the street side of the lot to deter entrance to the course by private golf carts.

In addition, we will install signage by the practice putting green to inform residents that private golf carts are not permitted on the golf course.

V. ADJOURNMENT

The meeting was adjourned at 7:00 p.m.

The next meeting will be February 13, 2024.

Minutes by Curtis L. Witters, Secretary.

Village of North Palm Beach
Recreation Advisory Board Meeting
MINUTES
January 9, 2024 at 7:00 pm
Anchorage Park

1) **Call to Order:** Chair Budnyk

2) **Roll Call:** Rita Budnyk, Christi Chane, Leigh Arwood, Jennifer Gold Dumas, Ashley Knieriemen, Mia St John, Stephen Heiman, Zakariya Sherman. Also present were Belinda Morrell, Karen Marcus (Council Representative), Marc Holloway.

2) **Approval of Minutes:** Motion to approve, Mia St John. Second by Ashley Knieriemen.

3) **Public Comments:** None.

4) **Director's Report:**

The geotechnical survey at the boat ramp was completed successfully, allowing the engineering plans to proceed. Other efforts to enhance Anchorage Park were highlighted, particularly the installation of split rail fences at both trail entrances to control vehicular access. Additionally, the director is preparing three bid proposals related to tree trimming, ice machine vending services, and the dry storage/undergrounding project.

The discussion shifted to the planning for Osborne Park and the Community Center, focusing on the awaited topographical surveys. The board emphasized the importance of comprehensive master planning, including the consideration of additional pickleball courts based on community feedback.

The meeting also covered various community activities and facilities. The recent flag football season was reviewed, noting its successful conclusion despite challenges. The board discussed the winter camp program, which was well-received, and plans for the upcoming soccer season, including field preparations and partnerships.

Attention was then given to maintenance and security issues, including measures to secure baseball field dugouts and manage the use of the fields at the Community Center. The popularity of indoor pickleball was noted, with a discussion on potentially raising non-resident rates.

Lakeside Park's erosion issues were addressed, with plans to consult coastal engineering companies for long-term solutions. Updates on the library's renovations and upcoming events like the Garden Fest and community arts show were shared.

5) New Business:

- Discussion of 2023-2024 Land and Water Conservation Fund (LWCF) grant application in the amount of $250,000 for improvements to Community Center Park.

  The board discussed applying for a land and water grant for the community center, outlining potential improvements and renovations. This included renovations and additions like resurfacing the parking lot, basketball court, and potentially adding pickleball courts and other amenities. The board agreed on the importance of aligning these improvements with the master planning process. Motion to support grant, Leigh Arwood. Second by Rita Budnyk. Unanimously approved.

- Boat Launch Ramp Sticker Procedures

  Boat launch ramp sticker procedures were reviewed, with the board contemplating whether to maintain current procedures or make changes. Presently, these procedures involve verifying the residency of the applicant and their ownership of the boat trailer. Notably, there has been an interest among some residents in towing trailers that are not under their ownership. The meeting concluded with an emphasis on maintaining current procedures for boat ramp decal issuance. The board also considered that providing a day pass could be a flexible solution for residents using a family member's trailer.

- Delinquent Storage renters (Added at meeting by Zak)

  Issues were brought up regarding a boat that seemed abandoned and had yet to renew its storage agreement. The board noted that the boat owner's son, potentially holding power of attorney, had not replied to attempts at communication. The current situation of the boat owner and his spouse remained unclear, with staff pending receipt of the payment.

  The board also delved into the legal steps necessary for addressing contract violations. The Director had contacted the lawyer via email concerning this matter, along with cases of a few others who had not yet settled their payments.

6) Old Business:

- Tornado Update/Community Center

  The conversation shifted to repairs at the Community Center due to tornado damage, with a comprehensive list of repairs included in the board packets. The

total bill for these repairs was approximately $944,000, with the insurance company covering a significant portion, minus a deductible. Some expenses, such as post-tornado cleanup, were initially not covered by insurance because they weren't associated with a coverable location in Precision's original invoice. This required a detailed breakdown of these costs to specific areas for reimbursement. The staff is optimistic that by providing a detailed allocation of these expenses to specific areas, it will lead to a larger reimbursement amount from the insurance to the Village.

- Dry Storage Project Update:

  The board reviewed plans for the dry storage facility, including civil and electrical aspects. The plan aimed to reorganize and improve the facility while considering the budget constraints. Concerns about the reduction of available spaces and the impact on the waitlist were raised. Initially, the storage plans aimed for 136 rentable spaces, which would have involved relocating the path eastward and reducing the greenspace. At present, there are 133 rentable spots. The revised plans propose 128 spaces, enabling the relocation of the south storage lot while maintaining the path's current location. An inquiry was made regarding the allowance of RVs in the storage area and the number of RVs currently on the waiting list.

7) **Member Comments:**

   Stephen Heiman asked if the trail lighting is part of the RTP grant or the dry storage project. Zak said storage project. Village will apply for trail grant later this year and potentially include fitness equipment in the scope. The feasibility of using different materials for the trail paths was debated, weighing cost against durability and user comfort.

   Finally, the board discussed upcoming community events, including a heritage day celebration. Efforts were being made to increase participation and sponsorship for these events, with specific attention to involving local schools and community groups.

8) **Staff Comments:** None.

9) **Adjournment:** Motion to adjourn, Stephen Heiman. Second by Rita Budnyk. At 8:06pm.

VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE
COMMUNITY DEVELOPMENT DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney
Caryn Gardner-Young, Community Development Director

DATE: February 22, 2024

SUBJECT: **ORDINANCE 1st Reading – Adopting a new Article III of Chapter 27, "Trees and Shrubbery," to readopt regulations governing sight triangles adjacent to points of access and public rights-of-way.**

Prior to the Village Council's adoption of Ordinance No. 2020-06 on September 24, 2020, many of the Village's landscaping regulations were set forth in Article III, "Landscaping," of Chapter 27, "Trees and Shrubbery," of the Village Code of Ordinances. Ordinance No. 2020-06 made extensive modifications to the Village's commercial zoning regulations to implement the Citizens' Master Plan. One of these modifications was to consolidate the Village's landscape regulations and adopt a new Article VII, "Landscaping," of Chapter 45, "Zoning," of the Village Code.

While most of the provisions of the former Article III of Chapter 27 have been included in Article VII of Chapter 45, that article does not apply to single-family and two-family dwellings. Furthermore, Section 45-89(c) of the Village Code merely allows the Village to require safe sight triangles and only mandates that landscaping on state roads be installed in accordance with Florida Department of Transportation requirements.

Village Staff is recommending the readoption of the sight triangle requirements formerly set forth in Section 27-66 of the Village Code of Ordinances. These regulations would apply to all properties within the Village, including single-family and two-family dwellings, and will ensure a clear area at the intersection of: (1) an alley, service lane, service road, or private driveway and a public right-of-way; and (2) of two or more public rights-of-way. The readopted language provides as follows:

ARTICLE III. SITE TRIANGLES

Sec. 27-31. Sight distance for landscaping adjacent to public rights-of-way and points of access.

(a) At any place within the corporate limits of the village, when an alley, service lane, service road, or private driveway intersects a public right-of-way or when the subject property abuts the intersection of two (2) or more public rights-of-way, the landscaping or any solid installation within the triangular areas described below shall provide unobstructed cross-visibility at a level between three (3) feet and six (6) feet; provided, however, trees or palms having limbs and foliage trimmed in such a manner that no limbs or foliage extend into the cross-visibility area shall be allowed, provided they are so located

so as not to create a traffic hazard. Landscaping except required grass or ground cover shall not be located closer than three (3) feet from the edge of any accessway pavement. The triangular areas referred to above are:

(1) The areas of property on both sides of an alley, service lane, service road, or private driveway formed by the intersection of each side of the alley, service lane, service road, or private driveway and the public right-of-way line with two (2) sides of each triangle being ten (10) feet in length from the point of intersection and the third side being a line connecting the ends of the two (2) other sides.

(2) The area of property located at a corner formed by the intersection of two (2) or more public rights-of-way with two (2) sides of the triangular area being thirty (30) feet in length along the abutting public right-of-way lines, measured from their point of intersection, and the third side being a line connecting the ends of the other two lines.

The attached Ordinance has been drafted by the Village Attorney and reviewed for legal sufficiency.

There is no fiscal impact.

Recommendation:

Village Staff requests Council consideration and approval on first reading of the attached Ordinance adopting a new Article III, "Site Triangles," of Chapter 27, "Trees and Shrubbery," of the Village Code of Ordinances to readopt previously existing regulations governing sight triangles adjacent to points of access and public rights-of-way.

ORDINANCE NO. 2024-___

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING CHAPTER 27, "TREES AND SHRUBBERY," OF THE VILLAGE CODE OF ORDINANCES TO ADOPT A NEW ARTICLE III, "SIGHT TRIANGLES," PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, prior the adoption of Ordinance No. 2020-06, many of the Village's landscaping regulations were set forth in Article III, "Landscaping," of Chapter 27, "Trees and Shrubbery," of the Village Code of Ordinances; and

WHEREAS, Ordinance No. 2020-06 repealed Article III in its entirety and moved most of the regulations to the newly adopted Article VIII, "Landscaping," of Chapter 45, "Zoning," of the Village Code of Ordinances; and

WHEREAS, Article VIII of Chapter 45 does not apply to single-family or two-family dwellings and Section 45-89(C) of the Village Codes merely allows the Village to require safe sight triangles and only mandates that landscaping on state roads be installed in accordance with Florida Department of Transportation requirements; and

WHEREAS, Village Administration recommended the readoption of the language previously set forth in Section 27-66 of the Village Code of Ordinances regulating the sight distances for landscaping adjacent to public rights-of-way and points of access for all properties within the Village; and

WHEREAS, 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 Chapter 27, "Trees and Shrubbery," of the Village Code of Ordinances by adopting a new Article III to read as follows (additional language is underlined):

ARTICLE III. SIGHT TRIANGLES

Sec. 27-31. Sight distance for landscaping adjacent to public rights-of-way and points of access.

(a) At any place within the corporate limits of the village, when an alley, service lane, service road, or private driveway intersects a public right-of-way or when the subject property abuts the intersection of two (2) or more public rights-of-way, the landscaping or any solid installation within the triangular areas described below shall provide unobstructed cross-visibility at a level between three (3) feet and six (6) feet; provided, however, trees or palms having limbs and foliage trimmed in such a manner

that no limbs or foliage extend into the cross-visibility area shall be allowed, provided they are so located so as not to create a traffic hazard. Landscaping except required grass or ground cover shall not be located closer than three (3) feet from the edge of any accessway pavement. The triangular areas referred to above are:

(1) The areas of property on both sides of an alley, service lane, service road, or private driveway formed by the intersection of each side of the alley, service lane, service road, or private driveway and the public right-of-way line with two (2) sides of each triangle being ten (10) feet in length from the point of intersection and the third side being a line connecting the ends of the two (2) other sides.

(2) The area of property located at a corner formed by the intersection of two (2) or more public rights-of-way with two (2) sides of the triangular area being thirty (30) feet in length along the abutting public right-of-way lines, measured from their point of intersection, and the third side being a line connecting the ends of the other two lines.

Section 3. The provisions of this Ordinance shall become and be made a part of the Code of the Village of North Palm Beach, Florida.

Section 4. 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 5. 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 6. This Ordinance shall take effect immediately upon adoption.

PLACED ON FIRST READING THIS _____ DAY OF _____, 2024.

PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF _____, 2024.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

_____
VILLAGE ATTORNEY

VILLAGE OF NORTH PALM BEACH
VILLAGE MANAGER'S OFFICE

TO: Honorable Mayor and Members of the Village Council

THRU: Chuck Huff, Village Manager

FROM: James Anthony, Facilities Manager

DATE: February 22, 2024

SUBJECT: **RESOLUTION** – Approving the recommendation of the Selection Committee to execute Continuing Contracts for Architectural Services with four firms to provide professional architectural services related to public facilities, facility maintenance, interior design, and facility site improvements/construction for the Village.

Village Staff is recommending Village Council approval of the Selection Committee's recommendation to execute Architectural Services Continuing Contracts with four firms based on qualification statements submitted in response to the Village's Request for Qualifications. Each Contract will be for a three-year period, with two additional one-year renewal options, in an amount not to exceed $50,000 during any single fiscal year.

Background:

In mid-2023, the North Palm Beach Public Works Department began seek out architectural firms that would be able to quickly respond to requests for support with Village renovations, construction, and site improvements. The remodeling of the Public Safety Firehouse kitchen was a prime example of this need.

With many coastal Florida towns being developed in a haphazard and disjointed manner, it was agreed that the next era of growth and development in the Village of North Palm Beach would be best served by finding an architectural firm(s) that understands the need to maintain the Village's current aesthetic appeal and its small-town feel, without closing the window to growth in general.

The services of these firms will be an invaluable asset to the Public Works Department moving forward. Their ability to expedite and tailor the issuance of both Requests for Proposals and Invitations to Bid will greatly streamline our processes. The leveraging of their particular expertise should significantly reduce the number of man-hours dedicated by Village staff from project conception to completion. Their creative input alone will provide new and additional options as Staff tackles various projects in our near future.

Request for Qualifications (RFQ) Process:

In accordance with Section 287.055, Florida Statutes (CCNA), the Village issued an RFQ on October 20, 2023 in an effort to identify the most qualified firm(s) to provide Continuing Architectural Services to the Village of North Palm Beach.

A Selection Committee consisting of the Director of Public Works, the Assistant Director of Public Works, the Director of Leisure Services, and the Facilities Manager participated in the initial review of the qualification statements. The following seven firms submitted their qualification statements on December 20, 2024:

- Eric Dempsey Architect, LLC
- CPZ Architects
- Song and Associates, Inc.
- Robling Architecture Construction

- Gall Herbert Architects
- BEA Architects, Inc.
- REG Architects, Inc.

Based upon the Committee's review of the qualification statements submitted by each firm, the Committee shortlisted the following firms at its January 9, 2024 meeting and invited them to make presentations to the Committee: CPZ Architects; Song and Associates; Robling Architecture Construction; and REG Architects.

On January 25, 2024, the Committee received presentations from the selected firms. All firms proved extremely experienced. After listening to the presentations, it became apparent that although all were highly qualified, they each brought different core competencies to the table.

Upon deliberation, the Committee assessed that it would be in the best interest of the Village to retain all four firms. This course of action provides three main benefits.

1. We only pay as we use the firms' services. We will incur no more costs using four firms than we would using only one.
2. Each firm is different enough in its specialties and services that, combined, the four firms cover the vast amount of different scenarios Village Staff might face. Based on Staff's assessment, greater than 90% of services we might require are covered by all four firms.
3. Although Staff anticipates that each firm's hourly rates are within industry norms, having the resources of four different firms allows Staff to choose the firm with the most competitive rates for a particular service (e.g. - project scheduling, architectural design, geotechnical, etc.).

In an effort to keep costs to a minimum, each firm was approached as to their flexibility on pricing for Village services. Each firm has responded in the affirmative that they would be willing to negotiate both hourly rates and over-all project costs, should they for any reason become prohibitive.

Legal Review

The attached Resolution has been prepared and/or reviewed by the Village Attorney for legal sufficiency. The Village Attorney shall prepare the Architectural Services Continuing Contracts incorporating the terms of the RFQ and the Proposals submitted.

Fiscal Impacts

The proposers selected by the Village will provide general architectural services to the Village on an as-need basis, based upon task orders to be issued by the Village pursuant to the Continuing Contract. There is no guarantee of a minimum amount of work under any Continuing Contract. Work will be authorized through a Purchase Order, in an amount not to exceed $50,000 during any single fiscal year, based upon available funds in the Village Council's approved budget.

Recommendation:

Village Staff recommends Council consideration and approval of the attached Resolution accepting the recommendation of the Selection Committee to execute non-exclusive Architectural Services Continuing Contracts with CPZ Architects, Inc., Song & Associates, Inc., Robling Architecture Construction, Inc., and REG Architects, Inc. for terms of three years, with two one-year renewal options, in an amount not to exceed $50,000 during any fiscal year and authorizing Staff to negotiate the Contracts in accordance with Village policies and procedures.

RESOLUTION 2024-___

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING THE SELECTION COMMITTEE'S RECOMMENDATION TO EXECUTE NON-EXCLUSIVE ARCHITECTURAL SERVICES CONTINUING CONTRACTS WITH FOUR FIRMS AND AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AGREEMENTS WITH THE SELECTED FIRMS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 287.055, Florida Statutes, Village Staff issued a Request for Qualifications for General Architectural Consultant Continuing Services Contracts ("RFQ") to provide architectural services related to public facilities, facility maintenance, interior design, and facility site improvements; and

WHEREAS, the Village received seven qualification statements in response to the RFQ, and after considering the qualification statements and subsequent presentations, the Selection Committee recommended executing non-exclusive Architectural Services Continuing Contracts with four of the firms; and

WHEREAS, the Village Council wishes to accept the recommendation of the Selection Committee and determines that the adoption of this Resolution is in the best interests of the Village and its residents.

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

Section 1. The foregoing "whereas" clauses are hereby ratified and incorporated herein.

Section 2. The Village Council hereby approves the Selection Committee's recommendation to execute non-exclusive Architectural Services Continuing Contracts with the following four firms: CPZ Architects, Inc.; Song & Associates, Inc.; Robling Architecture Construction, Inc.; and REG Architects, Inc. The Village Council further authorizes the Village Manager to negotiate and execute Continuing Contracts in accordance with the terms and conditions of the RFQ for terms of three years, with two one-year renewal options, in an amount not to exceed $50,000 during any single fiscal year, subject to review by the Village Attorney as to form and legal sufficiency.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

REQUEST FOR QUALIFICATIONS

ARCHITECTURAL CONSULTANT
CONTINUING SERVICES CONTRACT 2023

Village of North Palm Beach
501 US Highway One
North Palm Beach, Florida 33408-4906

October 20, 2023

The Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, FL 33408

LEGAL ADVERTISEMENT

REQUEST FOR QUALIFICATIONS

ARCHITECTURAL CONSULTANT CONTINUING SERVICES CONTRACT 2023

The Village of North Palm Beach is seeking Qualification Statements from qualified firms to provide professional Architectural Services related to public facilities, facility maintenance, interior design, and facility site improvements for the Village of North Palm Beach, in accordance with the terms and conditions contained within this Request for Qualifications (RFQ).

RFQ documents are available beginning Friday, October 20, 2023, at 8:00 a.m. local time on the Village of North Palm Beach website at www.Village-npb.org, and following the link to the Bids and Proposals webpage, or by contacting the Public Works Office at (561) 691-3440. RFQ documents can also be found on DemandStar as referenced on the previous page.

Sealed RFQ response packages must be clearly marked "Request for Qualifications – Architectural Consultant Continuing Services" and delivered to the Office of the Village Clerk at 501 U.S. Highway One, North Palm Beach, Florida 33408. The deadline for RFQ response submission of is Wednesday, December 20, 2023, at 3:00 p.m. local time. At that time, the RFQ response submissions will be publicly opened and read aloud at Village Hall, 501 U.S. Highway One, North Palm Beach, Florida 33408

Late RFQ responses will not be accepted and will be returned to the sender unopened.

It is the responsibility of the responding firm to ensure all pages are included in the submission. All responding firms are advised to closely examine the Solicitation package. Any questions regarding the completeness or substance of the Solicitation package or the goods or services must be submitted in writing via email or fax to James Anthony, Public Works Facilities Manager, janthony@village-npb.org or (561) 626-5869 (fax) at least ninety-six (96) hours before the Due Date for RFQ Responses.

The Village of North Palm Beach is exempt from Federal and State Taxes for tangible personal property tax.

The Village of North Palm Beach reserves the right to accept or reject any or all RFQ response submittals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the Contract to the responsive and responsible firm it determines, in its sole discretion, will best serve the interests of the Village.

VILLAGE OF NORTH PALM BEACH
Charles Huff, Village Manager

Publish: Palm Beach Post
Monday, October 23, 2023

1. GENERAL INFORMATION and PURPOSE

1.1 PURPOSE

The Village of North Palm Beach ("Village") seeks the submittal of Qualification Statements from qualified firms/teams who are interested in providing professional architectural services to the Village of North Palm Beach.

This Request for Qualifications (RFQ) is for professional architectural services and regulatory support services in conjunction with general consulting services. Types of services shall include (but are not limited to) all required elements to effectively provide project management, scheduling, facility design, structural design, existing facility maintenance, facility site design (including landscaping), interior design, furniture placement planning, electrical design, HVAC design, fire protection, utility design, demolition planning, and facility remodeling/renovation, including development of all required plans, specifications, and permits. Construction administration services may also be required. The contract duration will be for a 3-year period with two (2) additional one-year options.

The Village intends to execute non-exclusive contracts with a minimum of three (3) different consultants to perform the work described, with no consultant designated as the exclusive consultant. Consultant selection for this contract will be dependent upon their respective expertise and experience as it pertains to the work described. Selection of a qualified firm under this RFQ is not a guarantee of work.

1.2 VILLAGE BACKGROUND

The Village of North Palm Beach was incorporated as a municipality of the State of Florida in 1956. Located on the east coast of Florida, 9 miles north of West Palm Beach in Palm Beach County, the Village is approximately 5.2 square miles. The Village is primarily a residential community with a population of approximately 13,000, which increases to approximately 20,000 during the winter months. Residents are generally in the middle to upper income brackets. The Village has an abundant amount of waterfront property created by a number of lakes, canals, and the Atlantic Ocean. With such assets as warm weather, sunshine, golf, ocean fishing, boating, sandy beaches and balmy breezes, the Village has much to offer individuals who are raising families or are looking to retire.

1.3 SCOPE OF SERVICES

1.3.1 INTRODUCTION

All services must be performed in accordance with all applicable Federal, State and Local codes and regulations.

The Village of North Palm Beach is seeking Qualification Statements from Architectural Firms experienced in facility design, maintenance, and construction to support a continuing contract with the Village of North Palm Beach.

When architectural services are needed, the Village Manager may utilize the continuing contract to obtain such services within the allowable limits of a continuing contract or may compete such services separately at the sole decision of the Village Manager. Once the Village has identified a preliminary scope of a work for a given project, the selected Architectural Firm is expected to conduct a field review, provide a detailed scope of work, cost proposal, and schedule to perform the services within 10 working days of request for consideration by the Village Manager. Once the proposal has been submitted to the Village, and should the Village Manager wish to proceed, a purchase order accepting the proposed services shall be issued.

Qualified firms, or qualified Proposal Teams, must meet multi-disciplinary capabilities as follows (more capabilities identified will enhance the scores):

1) Project Management
2) Public Involvement
3) Project Scheduling
4) Construction Cost Estimation
5) Architectural Schematic Design
6) Architectural Design
7) Facility Planning
8) Structural - Architectural
9) Electrical - Architectural
10) Fire Protection
11) Mechanical/HVAC Architectural
12) Plumbing System Design
13) Interior Design
14) Architectural Plan Development
15) Architectural Specification Development
16) Site Design (new facility construction/expansion)
17) Land Surveying (new facility construction/expansion)
18) Geotechnical (new facility construction/expansion)
19) Landscape Architecture (new facility construction/expansion)
20) Construction Administration and Oversight
21) Contractor Bid Solicitation

Some projects under this agreement may be financed in whole or in part with federal community development block grant (CDBG) funding provided through the U.S. Department of Housing & Urban Development. All requirements set forth in the regulations governing CDBG funding shall be satisfied for such projects. To the extent that they differ from those of the Village, the laws, regulations, and cost principles of the grantor shall be used.

The Village shall request the services on an as-needed basis. There is no guarantee that any or all of the services described in this Agreement will be assigned during the term of this Agreement. Further, the Consultant is providing these services on a nonexclusive basis. The

Village, at its option, may elect to have any of the services set forth herein performed by other consultants or Village staff.

1.3.2 RESPONSIBILITIES OF CONSULTANT

The Architectural Firm's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Work. The Architect shall submit, for the Village's approval, a schedule for the performance of the Architect's services. The schedule shall include allowances for periods of time required for the Village's review and for approval of submissions by authorities having jurisdiction over the Project. The schedule, approved by the Village, shall not be extended by the Architect without prior notice and written approval of the Village.

The Architectural Firm and its sub-consultants, subcontractors, agents, employees and officers shall promptly, upon notice or discovery, during any phase of the Project, make necessary revisions or corrections of errors, ambiguities or omissions in their work without additional compensation or expense to the Village.

The Architectural Firm shall comply with written directives and memoranda issued by the Village. It is understood between the parties that, under conditions where the Village deems it beneficial to the project, the Architectural Firm may be working in coordination and cooperation with other consultants who will be employed independently by the Village and responsible to the Village for their work and the performance of their respective contracts with the Village. The Architectural Firm and its sub-consultants shall cooperate with the Village and other Consultants. The Architectural Firm shall prepare all Project Documents (Bidding Documents and Contract Modification Documents) in accordance with the Florida Building Code (FBC) and the Florida Fire Prevention Code (FFPC), in effect at the time of the execution of a Purchase Order for specific work, as well as any changes in the codes during the term of the contract resulting from this RFQ.

The Architectural Firm may be requested to provide SERVICES as outlined below and as directed by the Village, as deemed necessary for any given project:

1. Pre-Design Evaluation - Consult with the Village and other necessary government agencies, utilities, organizations, and persons in order to ascertain project requirements and review the project needs as determined by the Village, recommending a project approach to achieve project objectives. This may include reviewing existing drawings, plans, and field conditions in order to advise the Village on issues of concern regarding items such as design, equipment selection, material selection, cost estimation as well as cost (life-cycle) analysis.

2. Cost Estimating / Condition Survey and Report - Investigate, analyze and measure the existing facilities to the extent necessary to determine the information necessary to meet project objectives. Measure and verify floor plans and equipment locations in the existing building/facility. Analyze building components, heating/cooling load requirements, Village floor plans and drawings (as available) and make recommendations for system

improvement, replacement, installation, etc. Prepare drawings and a report summarizing existing facilities and their condition.

Prepare probable construction cost estimates to assist the Village in the preparation of Capital Improvement Program requests for internal use. As part of the investigation, identify and document issues pertaining to any future project (accessibility, operations impact, etc.).

3. Schematic Design - Prepare schematic designs for review and approval by the Village. The schematic drawings shall show project design features to a level of detail such that design intent is clear and a construction cost estimate be developed. A detailed cost estimate shall accompany the schematic drawings for each design option developed. Life-cycle cost analyses and estimates shall be provided upon request. Advancement to next design phase pending Village authorization.

4. Design Development - After approval of schematic design, the Village shall issue a written order to proceed with the Design Development phase. Submit detailed design drawings showing the general design, outline specifications, revised cost estimates, material cut sheets and material selection.

   Provide architectural design drawings which include all components and accessories, including system elevations (when applicable) in relation to project. Prepare a list of all permits, licenses, reviews, and approvals as required. Advancement to next design phase pending Village authorization.

5. Contract Documents (Plans, Specifications, etc.) - Perform final design and preparation of detailed contract documents (plans and specifications) in accordance with applicable Village, County, State, and Federal regulations for all work including architectural plans, details, phasing plans, and structural and/or engineering modifications, as needed. Provide design progress reviews with the Village and other authorities as required (typically at 50% and 95% completion). Provide progress prints, specifications and revised cost estimates at specified intervals for the Village's review and approval.

6. Bidding / Award - The Architect is to assist the Village in pre-bid and pre-award meetings, obtaining bids, and reviewing and recommendation awards, evaluating alternate bids, and preparing a construction contract. Assist in the evaluation of product or systems substitutions. Prepare addenda for Village advertisement/issuance.

7. Construction Administration – The Architect may be requested to provide construction administration services including the following:

Conduct a preconstruction conference when requested by the Village. As part of this conference, the Architect shall:

- Observe that all necessary permits and licenses have been obtained prior to work commencement.
- Review construction plans to make the contractor aware of planned phased construction, scheduling needs, and other issues which must be settled before the start of construction.
- Prepare and distribute minutes following the meeting.

Other construction administration duties may include the following:

- Provide periodic field reviews to verify contractor conformance to plans and specifications until final completion and acceptance by the Village.
- Conduct pre-bid meetings, progress meetings, and provide meeting minutes.
- Review and approve shop drawings and contractor submittals.
- Respond to contractor RFIs, reviewing change orders (COs), etc.
- Issue punch list(s) and re-inspect as necessary.
- Coordinate warranty submissions with manufacturers.
- Conduct final inspections in conjunction with the Village - The Architect shall create a "closeout" checklist for each contract and shall monitor the closeout process as part of the Certificate of Substantial Completion of the work. The approval of the Village, or other Agency approvals, shall be required as a condition for the acceptance of the work.
- Secure and transmit to the Village all required guarantees, affidavits, releases, bonds, and waivers and other closeout documents.
- Review and evaluate contractor claims for extra costs.
- Conduct and assist the Village with facility substantial completion by preparing a punch list and conducting a final inspection.

1.3.3 EXAMPLE PROJECTS AND SERVICES

An example of projects that may be procured under this RFQ include the following:

- Firehouse Kitchen Remodel
- Firehouse Bathroom Remodel
- Park Facility Renovations
    - Gymnasium Floor
    - Roof System
    - Restroom Facility Renovation
    - HVAC System Replacement
    - Hurricane Impact Windows
- Emergency Backup Generator Replacement

Example Anticipated Architectural Services:

- Assess existing facility and/or site

- Coordinate with Village to define scope of work
- Provide design schematics
- Conduct Pubic Meeting (If Required)
- Assess electrical, mechanical, and plumbing requirements
- Advise material selections
- Provide architectural plans and specifications
- Secure all required permits
- Assist Village with RFP development, procurement, and award
- Administer construction to ensure projects are built per plan and specifications within allowable time and budget constraints

2. REQUESTS FOR QUALIFICATIONS (RFQ) & RESPONSE INFORMATION

2.1 REQUEST FOR PROPOSALS

The Village of North Palm Beach is accepting sealed qualification statements for Architectural Services on a Continuing Services Contract until 3:00 PM EST on December 20, 2023, at the Village Clerk's Office, Village Hall, 501 U.S. Highway One, North Palm Beach, FL 33408. Statements received after the aforementioned date and time will be returned unopened.

2.2 PREPARATION OF QUALIFICATION STATEMENTS

This RFQ provides the complete set of terms and conditions, specifications and forms. The following documents are attached hereto and incorporated herein by reference.

Public Entity Crimes Statement	Exhibit "A"
Drug Free Workplace	Exhibit "B"
Scrutinized Vendor Certification	Exhibit "C"
Sworn Statement on Discrimination	Exhibit "D"

This RFQ is available for review/printing from the Village's web site: www.village-npb.org

All forms must be completed in full and include a manual signature, in ink, where applicable. The signature must be of an authorized representative who has the legal ability to bind the proposing entity in contractual obligations.

An original of the Qualification Statement and all forms, seven (7) copies and one (1) electronic copy, along with other required information (as stated in Section 5 below), must be submitted in a sealed envelope to the address provided above via hand-delivery or mail. Faxed or e-mailed qualification statements are not acceptable. The face of the sealed envelope shall state "RFQ for Architectural Services on a Continuing Contract" and contain the firm's name, return address, and the date and time for qualification statement opening. Qualification statements not submitted in a sealed envelope may be rejected.

All questions regarding this RFQ must be submitted to James Anthony by email to Janthony@village-npb.org no later than seven (7) days prior to the date scheduled for qualification statement opening. Responses to questions will be provided as expeditiously as possible, generally within two (2) business days. If any question requires a response which the Village, in its sole discretion, determines should be provided to all potential firms, the Village will issue an official addendum to this RFQ. The Village will endeavor to make sure all potential firms receive such addendum by posting the addendum on the Village's website for the respective solicitation; however, it is the sole responsibility of every firm to verify with the Village whether any addendum has been issued prior to submittal. The Village will not issue an addendum five (5) days or less before statement opening.

The Village, in its sole discretion, reserves the right to waive all technicalities or irregularities, to reject any or all qualification statements or any part of a statement, to award to a single firm or to divide the award between firms, and to re-solicit this RFQ or any part of this RFQ. The Village further reserves the right, in its sole discretion, to select the firm (or firms) whose qualification statement best serves the interests of the Village.

2.3 QUALIFICATION STATEMENT SUBMITTAL REQUIREMENTS

Each qualification statement shall be submitted in a clear, concise format, on 8½ x 11 paper. Each statement shall contain all information requested herein to be considered. Omission of required information may be cause for disqualification. Each qualification statement shall contain the following sections, separated by dividers with "Tab" numbers as outlined below:

A. Title Page

B. Table of Contents

C. Statement of Qualifications – Maximum 10 Pages (Resumes Do Not Count Against Page Count)

The Statement of Qualifications shall provide a narrative of the firm's qualifications for the proposed services and shall contain the following information:

TAB 1 – Consultant Information

1. Contact Information: The name, address, and phone number of the Architectural firm and the office/branch that will support projects resulting from this contract.

2. Corporate Status: If the firm is a corporate entity, provide a copy of the certification from the Florida Department of State, Division of

Corporations verifying the firm's status. If the firm is an out-of-state corporation, provide evidence of authority to conduct business in the State of Florida.

3. Form of Organization: A profile of the firm, including the history of the firm, enterprise structure, ownership interest, organizational chart, and the length of the firm's existence. Provide a list of subsidiary or affiliated companies in which the principals have a financial interest.

4. Financial Statements: A copy of the firm's financial statements for the three (3) previous years.

5. Compensation: Describe the basis on which compensation will be determined (but not dollar amounts) and the method by which payment for services rendered is to be made.

TAB 2 – Consultant Technical Qualifications

6. Areas of Expertise: Detail the firm's ability to provide service in the required disciplines described within this RFQ.

7. Key Personnel: The names of key personnel, their respective titles, resumes, and periods of service with the firm. Resumes shall include:

    a. Name and Title
    b. Duties and Responsibilities
    c. Related Project Experience
    d. Education
    e. Professional Certifications or Licenses
    f. Residing Location & Reporting Office
    g. Other Relevant Qualifications or Background

8. Availability: Brief statement of the availability of key personnel of the firm that will be available to perform Architectural tasks during the term of this contract.

9. Technical Capabilities & Experience: Detail the firm's past experience providing Architectural services, required of this RFQ, to other public sector clients and the firm's ability to adhere to time and budget requirements. Also, describe the firm's ability to satisfy the specific needs of this RFQ as outlined in the "SCOPE OF SERVICES" section.

10. Sub-consultants: List of all professional services to be performed by a sub-consultant, including qualifications for each sub-consultant.

TAB 3 – Miscellaneous Information

11. Litigation: List of all ligation cases during the past three (3) years in which the proposing firm has been a named party. Provide case number, case venue, and brief description of facts.

12. Energy Efficient and Sustainable Vision Experience: Identify the firm's prior experience with energy efficiency projects including certified projects that met the Leadership in Energy and Environmental Design ("LEED"), Green Building Initiative's Green Globes, Florida Green Building Coalition ("FGBC") or some other nationally recognized, high performance green building rating system.

13. References: The firm shall submit a list of all public agencies who are clients, as well as those who have been clients of the firm within the past three (3) years, together with contact information for each client (name and phone number of an individual familiar with the firm's work).

14. Licenses and Certifications: The firm shall provide evidence of valid state, county and local licenses and certifications demonstrating authority and ability to conduct business in the Village and County in the specified disciplines.

3. EVALUATION AND SELECTION

All complete qualification statements received by the submittal deadline shall be reviewed and ranked by and Evaluation Committee consisting of members of Village Administration for the development of a "short list" of no fewer than three firms deemed the most highly qualified. These firms will then be required to make formal presentations to the Village Council. The Village Council shall then rank these firms on the basis of their qualifications and the Village Manager and Village Attorney will commence competitive negotiations with the most highly qualified firm in accordance with the requirements of Section 287.055(5), Florida Statutes.

The evaluation criteria to be utilized by members of Village Administration in ranking the firms and creating a "short list" of no fewer than three firms to present the Village Council are as follows:

Maximum Points	**Category**
25	***Qualifications and Municipal and/or Agency Experience of Architectural Firm and Sub-Consultants*** • Qualifications and experience • Availability of qualified personnel • Ability to satisfy RFQ Scope of Service requirements • Quality control systems and procedures • Public sector experience
25	***Qualifications and Experience of the Individuals Identified as "Core" Personnel*** • Qualifications and experience • Identify Core Personnel roles related to RFQ Scope of Services • Demonstrated environment for good communication • Public sector experience
20	***Record of Past Municipal/Agency Performance*** • Past Performance – Provide a minimum of three (3) government agency references (including contact information) and a summary of services provided to each agency
15	***Prime Consultant Location Considerations*** *(15 pts in Palm Beach County; 10 pts in Martin or Broward County; 5 pts St. Lucie or Miami-Dade County, 0 pts Elsewhere)* • Administering office location and proximity of core personnel • Approach to maintaining strong communication between multiple offices
10	***Scheduling*** • Willingness to meet time and budget requirements • Recent, current, and projected workload of team
5	***Knowledge and Understanding of Village*** • Understanding of Village's governmental process • Understanding of Village's special needs

4. OTHER INFORMATION

4.1 SCHEDULE AND DEADLINES FOR THE RFQ

A summary schedule of the major activities associated with this RFQ is presented below. The Village, in its sole discretion, may modify the schedule as the Village deems appropriate. The Village will provide notification of any changes to the schedule by issuing written addenda.

The following is an estimated RFQ procurement process overview and schedule:

Issuance of RFQ Package:	October 20, 2023
Deadline for Written Questions:	November 17, 2023
RFQ Response Due Date:	December 20, 2023
Shortlist Selection Committee Meeting:	January 9, 2024
Consultant Presentations:	January 25, 2024
Selection Committee Meeting:	January 25, 2024
Consideration and Award by Village Council:	February 8, 2024

4.2 PUBLIC RECORDS

Upon award recommendation or thirty days after opening, whichever is earlier, all qualification statements and information submitted with each statement become "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes ("Public Records Law").

In order to be exempt from disclosure, firms must invoke the specific exemptions to disclosure provided by law in its statement by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such exclusion from public disclosure is necessary.

4.3 PUBLIC ENTITY CRIMES (Exhibit A)

In accordance with section 287.133, Florida Statutes, any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a 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 in excess of $35,000 for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

A public entity crimes statement must be completed and signed by an authorized representative and be included with the proposal. A copy of the public entity crimes statement is attached to this RFQ as Exhibit "A".

4.4 DRUG FREE WORKPLACE (Exhibit B)

4.5 SCRUTINIZED VENDOR CERTIFICATION (Exhibit C)

4.6 SWORN STATEMENT ON DISCRIMINATION (Exhibit D)

4.7 LIST OF REFERENCES

The firm shall submit a list of all public agencies who are clients, as well as those who have been clients of the firm within the past three (3) years, together with contact information for each client (name and phone number of an individual familiar with the firm's work).

4.8 CONFLICT OF INTEREST DISCLOSURE

The firm shall disclose with its qualification statement the name(s) of any officer, director, agent, employee or immediate family member (spouse, parent, sibling, and child) who is also an employee or officer of the Village. Furthermore, all firms shall disclose the name of any Village employee or officer who, either directly or indirectly, owns a material interest in the proposer's company, firm or group or in that of any of its affiliates. If no such conflict of interests exists, this should be clearly stated.

4.9 LICENSES AND CERTIFICATIONS

The firm shall provide evidence of valid state, county and local licenses and certifications demonstrating authority and ability to conduct business in the Village and County in the specified disciplines.

4.10 INSURANCE

The firm shall, at its own expense, agree to maintain in full force and effect at all times during the life of the resulting Contract, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein, as well as Village's review or acceptance of insurance maintained by the awarded service provider, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Proposer under the contract.

A. Commercial general liability in the amount of $1,000,000 per occurrence and $2,000,000 aggregate covering bodily injury and property damage resulting from the activities connected with this service. The Village of North Palm Beach shall be endorsed as an Additional Insured to the Commercial General Liability. The Additional Insured endorsement shall read Village of North Palm Beach, including, all Officers, Employees, and Elected and Appointed Officials. The Proposer shall agree the Additional Insured endorsements provide coverage on a primary basis.

b. Professional Liability or the equivalent Errors & Omissions Liability at a limit of liability not less than $1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds $25,000 the Village reserves the right, but not the obligation, to review and request a copy of the Proposer's most recent annual report or audited financial statement. For

policies written on a Claims-Made basis, the Proposer warrants the Retroactive Date equals or precedes the effective date of this contract *(Certificate of Insurance shall specify: Retro date- Full prior acts coverage applies)*. In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, the Proposer shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. The Proposer shall agree this coverage shall be provided on a primary basis. The Certificate of Insurance must indicate whether coverage is written on an occurrence or claims-made basis and must indicate the amount of any SIR or deductible.

c. Workers' Compensation and Employers Liability Insurance covering all employees engaged in the work under the Agreement, in accordance with the laws of the State of Florida. The amount of Employers Liability Insurance shall not be less than $100,000 each accident, $100,000 each employee for disease, and $500,000 disease aggregate.

d. Automobile Liability at a limit of liability not less than $500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event the Proposer does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Proposer to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. The Proposer shall agree this coverage shall be provided on a primary basis.

4.11 CONE OF SILENCE

This Request for Qualifications is expressly subject to the Cone of Silence provisions of Section 2355 of the Palm Beach County Code of Ordinances. Any contract resulting from this RFQ entered into in violation of the cone of silence provisions shall render the transaction voidable.

4.12 SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Pursuant to section 287.05701, Florida Statutes, the Village may not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is responsible. Further, the Village may not give a preference to a Proposer based on the Proposer's social, political, or ideological interests.

RFQ EXHIBIT "A"
PUBLIC ENTITY CRIMES STATEMENT
UNDER § 287.133, FLORIDA STATUTES

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)

whose business address is_____
_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

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

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

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

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____

(Signature)

The foregoing document was sworn and subscribed before me this _____ day of _____, 2023 by _____, who is personally known to me or produced _____ as identification.

_____

Notary Public

My Commission Expires:

RFQ EXHIBIT "B"
DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids or proposals which are equal with respect to price, quality, and service are received by any political subdivision for the procurement of commodities or contractual services, a bid or proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid or proposal 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 or proposal, 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 firm complies fully with the above requirements.

_____
Proposer's Signature

_____
Date

RFQ EXHIBIT "C"
SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

This sworn statement is submitted to the Village of North Palm Beach, Florida

by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)

whose business address is_____
_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:

A. Does not participate in the boycott of Israel; and

B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

A. Is not on the Scrutinized Companies with Activities in Sudan List; and

B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over $1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

_____

(Signature)

The foregoing document was sworn and subscribed before me this _____ day of _____, 2023 by _____, who is personally known to me or produced _____ as identification.

_____

Notary Public

My Commission Expires:

RFQ EXHIBIT "D"
SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(a), FLORIDA STATUTES, ON DISCRIMINATION

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by _____
(print individual's name and title)
for _____
(print name of entity submitting sworn statement)

whose business address is_____
_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that "discrimination" as defined in Section 287.134(1)(b), Florida Statutes, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion.

3. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of an entity that discriminated; or

b. An entity under the control any natural person who is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another entity, or the pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity.

4. I understand that an "entity" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

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

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been placed on the discriminatory vendors list.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives,

partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the discriminatory vendors list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

The foregoing document was sworn and subscribed before me this _____ day of _____, 2023 by _____, who is personally known to me or produced _____ as identification.

_____
Notary Public
My Commission Expires:

RFP Questions

To: Public Questions Regarding NPB Architectural Services Continuing Services Contract

From: James Anthony, Facilities Manager

cc:

Date: 17 November 2023

Re: Updated/Final RFP Architectural Services Continuing Services Contract as of 17 November 2023 C.O.B.

---

1. Q: The Solicitation states that the entire package of qualifications should be 10 pages and that resumes do not count toward the page count. Would the Village consider increasing the number of pages? Just the Financial Statements for the last 3 years would take at least 2 pages per year (a total of 6 pages). The Village also has 7 pages of required forms. Do the forms sum towards the page count?

   A: This was the only question received. Due to the nature of this bid, financial data WILL NOT be included in the 10 page limit. This should give each bidder more opportunity to showcase their personnel and capabilities.

DATE 11/9/24

SCORER James Anthony

VENDOR	ERIC DEMPSEY ARCHITECT, LLC	
Maximum Points	**Category**	**POINTS**
25	***Qualifications and Municipal and/or Agency Experience of Architectural Firm and Sub-Consultants*** • Qualifications and experience • Availability of qualified personnel • Quality control systems and procedures • Public sector experience	~~15~~ ~~13~~ 15
25	***Qualifications and Experience of the Individuals Identified as "Core" Personnel*** • Qualifications and experience • Demonstrated environment for good communication • Quality control systems and procedures • Public Sector Experience	~~25~~ 15
20	***Record of Past Municipal/Agency Performance*** • Past performance level based on references (current and former clients)	15
15	***Location Considerations*** *(15 pts in Palm Beach County; 10 pts in Martin or Broward County; 0 pts Elsewhere)* • Residing location and reporting office of the team and proximity of key personnel • Approach to maintaining good communication between multiple offices	15
10	***Scheduling*** • Willingness to meet time and budget requirements • Recent, current, and projected workload of team	0
5	***Knowledge and Understanding of Village*** • Understanding of Village's governmental process • Understanding of Village's Architectural/technical capability • Understanding of Village's special needs	0
	TOTAL SCORE	60

*

DATE 1/9/24

SCORER JA

VENDOR	CPZ ARCHITECTS INC.	
Maximum Points	**Category**	**POINTS**
25	***Qualifications and Municipal and/or Agency Experience of Architectural Firm and Sub-Consultants*** • Qualifications and experience • Availability of qualified personnel • Quality control systems and procedures • Public sector experience	24
25	***Qualifications and Experience of the Individuals Identified as "Core" Personnel*** • Qualifications and experience • Demonstrated environment for good communication • Quality control systems and procedures • Public Sector Experience	24
20	***Record of Past Municipal/Agency Performance*** • Past performance level based on references (current and former clients)	19
15	***Location Considerations*** *(15 pts in Palm Beach County; 10 pts in Martin or Broward County; 0 pts Elsewhere)* • Residing location and reporting office of the team and proximity of key personnel • Approach to maintaining good communication between multiple offices	10
10	***Scheduling*** • Willingness to meet time and budget requirements • Recent, current, and projected workload of team	0
5	***Knowledge and Understanding of Village*** • Understanding of Village's governmental process • Understanding of Village's Architectural/technical capability • Understanding of Village's special needs	0
	TOTAL SCORE	77

?

DATE 1/9/24

SCORER JA

VENDOR	SONG+ASSOCIATES INC.	
Maximum Points	**Category**	**POINTS**
25	***Qualifications and Municipal and/or Agency Experience of Architectural Firm and Sub-Consultants*** • Qualifications and experience • Availability of qualified personnel • Quality control systems and procedures • Public sector experience	24
25	***Qualifications and Experience of the Individuals Identified as "Core" Personnel*** • Qualifications and experience • Demonstrated environment for good communication • Quality control systems and procedures • Public Sector Experience	24
20	***Record of Past Municipal/Agency Performance*** • Past performance level based on references (current and former clients)	15
15	***Location Considerations*** *(15 pts in Palm Beach County; 10 pts in Martin or Broward County; 0 pts Elsewhere)* • Residing location and reporting office of the team and proximity of key personnel • Approach to maintaining good communication between multiple offices	15
10	***Scheduling*** • Willingness to meet time and budget requirements • Recent, current, and projected workload of team	8
5	***Knowledge and Understanding of Village*** • Understanding of Village's governmental process • Understanding of Village's Architectural/technical capability • Understanding of Village's special needs	0
	TOTAL SCORE	86

DATE 1/9/24

SCORER JA

VENDOR	ROBLING ARCHITECTURE & CONSTRUCTION	
Maximum Points	**Category**	**POINTS**
25	***Qualifications and Municipal and/or Agency Experience of Architectural Firm and Sub-Consultants*** • Qualifications and experience • Availability of qualified personnel • Quality control systems and procedures • Public sector experience	23
25	***Qualifications and Experience of the Individuals Identified as "Core" Personnel*** • Qualifications and experience • Demonstrated environment for good communication • Quality control systems and procedures • Public Sector Experience	23
20	***Record of Past Municipal/Agency Performance*** • Past performance level based on references (current and former clients)	18
15	***Location Considerations*** *(15 pts in Palm Beach County; 10 pts in Martin or Broward County; 0 pts Elsewhere)* • Residing location and reporting office of the team and proximity of key personnel • Approach to maintaining good communication between multiple offices	15
10	***Scheduling*** • Willingness to meet time and budget requirements • Recent, current, and projected workload of team	9
5	***Knowledge and Understanding of Village*** • Understanding of Village's governmental process • Understanding of Village's Architectural/technical capability • Understanding of Village's special needs	0
	TOTAL SCORE	

DATE 1/9/24

SCORER JA

VENDOR	GALLO HERBERT ARCHITECTS	
Maximum Points	**Category**	**POINTS**
25	***Qualifications and Municipal and/or Agency Experience of Architectural Firm and Sub-Consultants*** • Qualifications and experience • Availability of qualified personnel • Quality control systems and procedures • Public sector experience	20
25	***Qualifications and Experience of the Individuals Identified as "Core" Personnel*** • Qualifications and experience • Demonstrated environment for good communication • Quality control systems and procedures • Public Sector Experience	17
20	***Record of Past Municipal/Agency Performance*** • Past performance level based on references (current and former clients)	15
15	***Location Considerations*** *(15 pts in Palm Beach County; 10 pts in Martin or Broward County; 0 pts Elsewhere)* • Residing location and reporting office of the team and proximity of key personnel • Approach to maintaining good communication between multiple offices	10
10	***Scheduling*** • Willingness to meet time and budget requirements • Recent, current, and projected workload of team	0
5	***Knowledge and Understanding of Village*** • Understanding of Village's governmental process • Understanding of Village's Architectural/technical capability • Understanding of Village's special needs	0
	TOTAL SCORE	62

*

DATE 1/9/24

SCORER JA

VENDOR	BEA ARCHITECTS, INC.	
Maximum Points	**Category**	**POINTS**
25	***Qualifications and Municipal and/or Agency Experience of Architectural Firm and Sub-Consultants*** • Qualifications and experience • Availability of qualified personnel • Quality control systems and procedures • Public sector experience	24
25	***Qualifications and Experience of the Individuals Identified as "Core" Personnel*** • Qualifications and experience • Demonstrated environment for good communication • Quality control systems and procedures • Public Sector Experience	23
20	***Record of Past Municipal/Agency Performance*** • Past performance level based on references (current and former clients)	20
15	***Location Considerations*** *(15 pts in Palm Beach County; 10 pts in Martin or Broward County; 0 pts Elsewhere)* • Residing location and reporting office of the team and proximity of key personnel • Approach to maintaining good communication between multiple offices	0
10	***Scheduling*** • Willingness to meet time and budget requirements • Recent, current, and projected workload of team	0
5	***Knowledge and Understanding of Village*** • Understanding of Village's governmental process • Understanding of Village's Architectural/technical capability • Understanding of Village's special needs	0
	TOTAL SCORE	

*

DATE 1/9/24

SCORER JA

VENDOR	REG ARCHITECTS, INC.	
Maximum Points	**Category**	**POINTS**
25	***Qualifications and Municipal and/or Agency Experience of Architectural Firm and Sub-Consultants*** • Qualifications and experience • Availability of qualified personnel • Quality control systems and procedures • Public sector experience	24
25	***Qualifications and Experience of the Individuals Identified as "Core" Personnel*** • Qualifications and experience • Demonstrated environment for good communication • Quality control systems and procedures • Public Sector Experience	24
20	***Record of Past Municipal/Agency Performance*** • Past performance level based on references (current and former clients)	20
15	***Location Considerations*** *(15 pts in Palm Beach County; 10 pts in Martin or Broward County; 0 pts Elsewhere)* • Residing location and reporting office of the team and proximity of key personnel • Approach to maintaining good communication between multiple offices	15
10	***Scheduling*** • Willingness to meet time and budget requirements • Recent, current, and projected workload of team	5
5	***Knowledge and Understanding of Village*** • Understanding of Village's governmental process • Understanding of Village's Architectural/technical capability • Understanding of Village's special needs	0
	TOTAL SCORE	

~~NON-RESPONSIVE~~
~~NO TABS~~
~~DID NOT FOLLOW RFQ INSTRUCTIONS~~

DATE 1/9/24

SCORER JAMES MOUNT

VENDOR	ERIC DEMPSEY ARCHITECT, LLC	
Maximum Points	**Category**	**POINTS**
25	***Qualifications and Municipal and/or Agency Experience of Architectural Firm and Sub-Consultants*** • Qualifications and experience • Availability of qualified personnel • Quality control systems and procedures • Public sector experience	20
25	***Qualifications and Experience of the Individuals Identified as "Core" Personnel*** • Qualifications and experience • Demonstrated environment for good communication • Quality control systems and procedures • Public Sector Experience	20
20	***Record of Past Municipal/Agency Performance*** • Past performance level based on references (current and former clients)	10
15	***Location Considerations*** *(15 pts in Palm Beach County; 10 pts in Martin or Broward County; 0 pts Elsewhere)* • Residing location and reporting office of the team and proximity of key personnel • Approach to maintaining good communication between multiple offices	15
10	***Scheduling*** • Willingness to meet time and budget requirements • Recent, current, and projected workload of team	0
5	***Knowledge and Understanding of Village*** • Understanding of Village's governmental process • Understanding of Village's Architectural/technical capability • Understanding of Village's special needs	0
	TOTAL SCORE	65

NON-RESPONSIVE
- NO TABS.
- DID NOT FOLLOW RFQ INSTRUCTION

DATE 1/9/24

SCORER JAMES MOUNT

VENDOR	CPZ ARCHITECTS INC.	
Maximum Points	**Category**	**POINTS**
25	***Qualifications and Municipal and/or Agency Experience of Architectural Firm and Sub-Consultants*** • Qualifications and experience • Availability of qualified personnel • Quality control systems and procedures • Public sector experience	20
25	***Qualifications and Experience of the Individuals Identified as "Core" Personnel*** • Qualifications and experience • Demonstrated environment for good communication • Quality control systems and procedures • Public Sector Experience	20
20	***Record of Past Municipal/Agency Performance*** • Past performance level based on references (current and former clients)	20
15	***Location Considerations*** *(15 pts in Palm Beach County; 10 pts in Martin or Broward County; 0 pts Elsewhere)* • Residing location and reporting office of the team and proximity of key personnel • Approach to maintaining good communication between multiple offices	~~15~~ 10
10	***Scheduling*** • Willingness to meet time and budget requirements • Recent, current, and projected workload of team	0
5	***Knowledge and Understanding of Village*** • Understanding of Village's governmental process • Understanding of Village's Architectural/technical capability • Understanding of Village's special needs	0
	TOTAL SCORE	~~65~~ 60

DATE 1/9/24

SCORER James Mount

VENDOR	SONG+ASSOCIATES INC.	
Maximum Points	**Category**	**POINTS**
25	***Qualifications and Municipal and/or Agency Experience of Architectural Firm and Sub-Consultants*** • Qualifications and experience • Availability of qualified personnel • Quality control systems and procedures • Public sector experience	20
25	***Qualifications and Experience of the Individuals Identified as "Core" Personnel*** • Qualifications and experience • Demonstrated environment for good communication • Quality control systems and procedures • Public Sector Experience	20
20	***Record of Past Municipal/Agency Performance*** • Past performance level based on references (current and former clients)	20
15	***Location Considerations*** *(15 pts in Palm Beach County; 10 pts in Martin or Broward County; 0 pts Elsewhere)* • Residing location and reporting office of the team and proximity of key personnel • Approach to maintaining good communication between multiple offices	15
10	***Scheduling*** • Willingness to meet time and budget requirements • Recent, current, and projected workload of team	~~8~~ 5
5	***Knowledge and Understanding of Village*** • Understanding of Village's governmental process • Understanding of Village's Architectural/technical capability • Understanding of Village's special needs	0
	TOTAL SCORE	80

DATE 1/9/24

SCORER JAMES MOUNT

>10 PAGES

VENDOR	ROBLING ARCHITECTURE & CONSTRUCTION	
Maximum Points	**Category**	**POINTS**
25	***Qualifications and Municipal and/or Agency Experience of Architectural Firm and Sub-Consultants*** • Qualifications and experience • Availability of qualified personnel • Quality control systems and procedures • Public sector experience	25
25	***Qualifications and Experience of the Individuals Identified as "Core" Personnel*** • Qualifications and experience • Demonstrated environment for good communication • Quality control systems and procedures • Public Sector Experience	20
20	***Record of Past Municipal/Agency Performance*** • Past performance level based on references (current and former clients)	20
15	***Location Considerations*** *(15 pts in Palm Beach County; 10 pts in Martin or Broward County; 0 pts Elsewhere)* • Residing location and reporting office of the team and proximity of key personnel • Approach to maintaining good communication between multiple offices	15
10	***Scheduling*** • Willingness to meet time and budget requirements • Recent, current, and projected workload of team	85
5	***Knowledge and Understanding of Village*** • Understanding of Village's governmental process • Understanding of Village's Architectural/technical capability • Understanding of Village's special needs	0
	TOTAL SCORE	85

DATE 1/9/24

SCORER James Mount

VENDOR	GALLO HERBERT ARCHITECTS	
Maximum Points	**Category**	**POINTS**
25	***Qualifications and Municipal and/or Agency Experience of Architectural Firm and Sub-Consultants*** • Qualifications and experience • Availability of qualified personnel • Quality control systems and procedures • Public sector experience	15
25	***Qualifications and Experience of the Individuals Identified as "Core" Personnel*** • Qualifications and experience • Demonstrated environment for good communication • Quality control systems and procedures • Public Sector Experience	15
20	***Record of Past Municipal/Agency Performance*** • Past performance level based on references (current and former clients)	20
15	***Location Considerations*** *(15 pts in Palm Beach County; 10 pts in Martin or Broward County; 0 pts Elsewhere)* • Residing location and reporting office of the team and proximity of key personnel • Approach to maintaining good communication between multiple offices	10
10	***Scheduling*** • Willingness to meet time and budget requirements • Recent, current, and projected workload of team	0
5	***Knowledge and Understanding of Village*** • Understanding of Village's governmental process • Understanding of Village's Architectural/technical capability • Understanding of Village's special needs	0
	TOTAL SCORE	60

NON-RESPONSIVE
- NO TABS
- DID NOT FOLLOW RFP INSTRUCTIONS

DATE 1/9/24

SCORER JAMES MOUNT

VENDOR	BEA ARCHITECTS, INC.	
Maximum Points	**Category**	**POINTS**
25	***Qualifications and Municipal and/or Agency Experience of Architectural Firm and Sub-Consultants*** • Qualifications and experience • Availability of qualified personnel • Quality control systems and procedures • Public sector experience	20
25	***Qualifications and Experience of the Individuals Identified as "Core" Personnel*** • Qualifications and experience • Demonstrated environment for good communication • Quality control systems and procedures • Public Sector Experience	20
20	***Record of Past Municipal/Agency Performance*** • Past performance level based on references (current and former clients)	20
15	***Location Considerations*** *(15 pts in Palm Beach County; 10 pts in Martin or Broward County; 0 pts Elsewhere)* • Residing location and reporting office of the team and proximity of key personnel • Approach to maintaining good communication between multiple offices	0
10	***Scheduling*** • Willingness to meet time and budget requirements • Recent, current, and projected workload of team	0
5	***Knowledge and Understanding of Village*** • Understanding of Village's governmental process • Understanding of Village's Architectural/technical capability • Understanding of Village's special needs	0
	TOTAL SCORE	60

DATE 1/9/21

SCORER James Mount

VENDOR	REG ARCHITECTS, INC.	
Maximum Points	**Category**	**POINTS**
25	***Qualifications and Municipal and/or Agency Experience of Architectural Firm and Sub-Consultants*** • Qualifications and experience • Availability of qualified personnel • Quality control systems and procedures • Public sector experience	20 ~~25~~
25	***Qualifications and Experience of the Individuals Identified as "Core" Personnel*** • Qualifications and experience • Demonstrated environment for good communication • Quality control systems and procedures • Public Sector Experience	20 ~~25~~
20	***Record of Past Municipal/Agency Performance*** • Past performance level based on references (current and former clients)	20
15	***Location Considerations*** *(15 pts in Palm Beach County; 10 pts in Martin or Broward County; 0 pts Elsewhere)* • Residing location and reporting office of the team and proximity of key personnel • Approach to maintaining good communication between multiple offices	15
10	***Scheduling*** • Willingness to meet time and budget requirements • Recent, current, and projected workload of team	~~0~~ 5
5	***Knowledge and Understanding of Village*** • Understanding of Village's governmental process • Understanding of Village's Architectural/technical capability • Understanding of Village's special needs	0
	TOTAL SCORE	~~75~~ 80

DATE 1-9-23

SCORER Zak Sherman

VENDOR	ERIC DEMPSEY ARCHITECT, LLC	
Maximum Points	**Category**	**POINTS**
25	***Qualifications and Municipal and/or Agency Experience of Architectural Firm and Sub-Consultants*** • Qualifications and experience • Availability of qualified personnel • Quality control systems and procedures • Public sector experience	15
25	***Qualifications and Experience of the Individuals Identified as "Core" Personnel*** • Qualifications and experience • Demonstrated environment for good communication • Quality control systems and procedures • Public Sector Experience	18
20	***Record of Past Municipal/Agency Performance*** • Past performance level based on references (current and former clients)	18
15	***Location Considerations*** *(15 pts in Palm Beach County; 10 pts in Martin or Broward County; 0 pts Elsewhere)* • Residing location and reporting office of the team and proximity of key personnel • Approach to maintaining good communication between multiple offices	15
10	***Scheduling*** • Willingness to meet time and budget requirements • Recent, current, and projected workload of team	10
5	***Knowledge and Understanding of Village*** • Understanding of Village's governmental process • Understanding of Village's Architectural/technical capability • Understanding of Village's special needs	3
	TOTAL SCORE	79

DATE 1-9-23

SCORER Zak Sherman

VENDOR	CPZ ARCHITECTS INC.	
Maximum Points	**Category**	**POINTS**
25	***Qualifications and Municipal and/or Agency Experience of Architectural Firm and Sub-Consultants*** • Qualifications and experience • Availability of qualified personnel • Quality control systems and procedures • Public sector experience	25
25	***Qualifications and Experience of the Individuals Identified as "Core" Personnel*** • Qualifications and experience • Demonstrated environment for good communication • Quality control systems and procedures • Public Sector Experience	25
20	***Record of Past Municipal/Agency Performance*** • Past performance level based on references (current and former clients)	20
15	***Location Considerations*** *(15 pts in Palm Beach County; 10 pts in Martin or Broward County; 0 pts Elsewhere)* • Residing location and reporting office of the team and proximity of key personnel • Approach to maintaining good communication between multiple offices	10
10	***Scheduling*** • Willingness to meet time and budget requirements • Recent, current, and projected workload of team	10
5	***Knowledge and Understanding of Village*** • Understanding of Village's governmental process • Understanding of Village's Architectural/technical capability • Understanding of Village's special needs	5
	TOTAL SCORE	95

Main office in plantation, branch in WPB

DATE 1-9-23

SCORER Zak Sherman

VENDOR	SONG+ASSOCIATES INC.	
Maximum Points	**Category**	**POINTS**
25	***Qualifications and Municipal and/or Agency Experience of Architectural Firm and Sub-Consultants*** • Qualifications and experience • Availability of qualified personnel • Quality control systems and procedures • Public sector experience	25
25	***Qualifications and Experience of the Individuals Identified as "Core" Personnel*** • Qualifications and experience • Demonstrated environment for good communication • Quality control systems and procedures • Public Sector Experience	25
20	***Record of Past Municipal/Agency Performance*** • Past performance level based on references (current and former clients)	20
15	***Location Considerations*** *(15 pts in Palm Beach County; 10 pts in Martin or Broward County; 0 pts Elsewhere)* • Residing location and reporting office of the team and proximity of key personnel • Approach to maintaining good communication between multiple offices	15
10	***Scheduling*** • Willingness to meet time and budget requirements • Recent, current, and projected workload of team	10
5	***Knowledge and Understanding of Village*** • Understanding of Village's governmental process • Understanding of Village's Architectural/technical capability • Understanding of Village's special needs	5
	TOTAL SCORE	100

DATE 1-9-23

SCORER Zak Sherman

VENDOR	ROBLING ARCHITECTURE & CONSTRUCTION	
Maximum Points	**Category**	**POINTS**
25	***Qualifications and Municipal and/or Agency Experience of Architectural Firm and Sub-Consultants*** • Qualifications and experience • Availability of qualified personnel • Quality control systems and procedures • Public sector experience	25
25	***Qualifications and Experience of the Individuals Identified as "Core" Personnel*** • Qualifications and experience • Demonstrated environment for good communication • Quality control systems and procedures • Public Sector Experience	25
20	***Record of Past Municipal/Agency Performance*** • Past performance level based on references (current and former clients)	20
15	***Location Considerations*** *(15 pts in Palm Beach County; 10 pts in Martin or Broward County; 0 pts Elsewhere)* • Residing location and reporting office of the team and proximity of key personnel • Approach to maintaining good communication between multiple offices	15
10	***Scheduling*** • Willingness to meet time and budget requirements • Recent, current, and projected workload of team	10
5	***Knowledge and Understanding of Village*** • Understanding of Village's governmental process • Understanding of Village's Architectural/technical capability • Understanding of Village's special needs	5
	TOTAL SCORE	100

DATE 1-9-23

SCORER ZAK sherman

VENDOR	GALLO HERBERT ARCHITECTS	
Maximum Points	**Category**	**POINTS**
25	***Qualifications and Municipal and/or Agency Experience of Architectural Firm and Sub-Consultants*** • Qualifications and experience • Availability of qualified personnel • Quality control systems and procedures • Public sector experience	20
25	***Qualifications and Experience of the Individuals Identified as "Core" Personnel*** • Qualifications and experience • Demonstrated environment for good communication • Quality control systems and procedures • Public Sector Experience	20
20	***Record of Past Municipal/Agency Performance*** • Past performance level based on references (current and former clients)	20
15	***Location Considerations*** *(15 pts in Palm Beach County; 10 pts in Martin or Broward County; 0 pts Elsewhere)* • Residing location and reporting office of the team and proximity of key personnel • Approach to maintaining good communication between multiple offices	10
10	***Scheduling*** • Willingness to meet time and budget requirements • Recent, current, and projected workload of team	0
5	***Knowledge and Understanding of Village*** • Understanding of Village's governmental process • Understanding of Village's Architectural/technical capability • Understanding of Village's special needs	5
	TOTAL SCORE	75

DATE 1-9-25

SCORER Zak sherman

VENDOR	BEA ARCHITECTS, INC.	
Maximum Points	**Category**	**POINTS**
25	***Qualifications and Municipal and/or Agency Experience of Architectural Firm and Sub-Consultants*** • Qualifications and experience • Availability of qualified personnel • Quality control systems and procedures • Public sector experience	25
25	***Qualifications and Experience of the Individuals Identified as "Core" Personnel*** • Qualifications and experience • Demonstrated environment for good communication • Quality control systems and procedures • Public Sector Experience	25
20	***Record of Past Municipal/Agency Performance*** • Past performance level based on references (current and former clients)	20
15	***Location Considerations*** *(15 pts in Palm Beach County; 10 pts in Martin or Broward County; 0 pts Elsewhere)* • Residing location and reporting office of the team and proximity of key personnel • Approach to maintaining good communication between multiple offices	0
10	***Scheduling*** • Willingness to meet time and budget requirements • Recent, current, and projected workload of team	05
5	***Knowledge and Understanding of Village*** • Understanding of Village's governmental process • Understanding of Village's Architectural/technical capability • Understanding of Village's special needs	5
	TOTAL SCORE	80

office in Miami

DATE 1-9-23

SCORER Zak Sherman

VENDOR	REG ARCHITECTS, INC.	
Maximum Points	**Category**	**POINTS**
25	***Qualifications and Municipal and/or Agency Experience of Architectural Firm and Sub-Consultants*** • Qualifications and experience • Availability of qualified personnel • Quality control systems and procedures • Public sector experience	25
25	***Qualifications and Experience of the Individuals Identified as "Core" Personnel*** • Qualifications and experience • Demonstrated environment for good communication • Quality control systems and procedures • Public Sector Experience	25
20	***Record of Past Municipal/Agency Performance*** • Past performance level based on references (current and former clients)	20
15	***Location Considerations*** *(15 pts in Palm Beach County; 10 pts in Martin or Broward County; 0 pts Elsewhere)* • Residing location and reporting office of the team and proximity of key personnel • Approach to maintaining good communication between multiple offices	15
10	***Scheduling*** • Willingness to meet time and budget requirements • Recent, current, and projected workload of team	5
5	***Knowledge and Understanding of Village*** • Understanding of Village's governmental process • Understanding of Village's Architectural/technical capability • Understanding of Village's special needs	5
	TOTAL SCORE	95

DATE 1/9/24

SCORER [redacted] Chad Girard

VENDOR	REG ARCHITECTS, INC.	
Maximum Points	**Category**	**POINTS**
25	***Qualifications and Municipal and/or Agency Experience of Architectural Firm and Sub-Consultants*** • Qualifications and experience • Availability of qualified personnel • Quality control systems and procedures • Public sector experience	25
25	***Qualifications and Experience of the Individuals Identified as "Core" Personnel*** • Qualifications and experience • Demonstrated environment for good communication • Quality control systems and procedures • Public Sector Experience	25
20	***Record of Past Municipal/Agency Performance*** • Past performance level based on references (current and former clients)	20
15	***Location Considerations*** *(15 pts in Palm Beach County; 10 pts in Martin or Broward County; 0 pts Elsewhere)* • Residing location and reporting office of the team and proximity of key personnel • Approach to maintaining good communication between multiple offices	15
10	***Scheduling*** • Willingness to meet time and budget requirements • Recent, current, and projected workload of team	10
5	***Knowledge and Understanding of Village*** • Understanding of Village's governmental process • Understanding of Village's Architectural/technical capability • Understanding of Village's special needs	0
	TOTAL SCORE	95

DATE 1/9/24

SCORER Chad Girard

VENDOR	SONG+ASSOCIATES INC.	
Maximum Points	**Category**	**POINTS**
25	***Qualifications and Municipal and/or Agency Experience of Architectural Firm and Sub-Consultants*** • Qualifications and experience • Availability of qualified personnel • Quality control systems and procedures • Public sector experience	25
25	***Qualifications and Experience of the Individuals Identified as "Core" Personnel*** • Qualifications and experience • Demonstrated environment for good communication • Quality control systems and procedures • Public Sector Experience	25
20	***Record of Past Municipal/Agency Performance*** • Past performance level based on references (current and former clients)	20
15	***Location Considerations*** *(15 pts in Palm Beach County; 10 pts in Martin or Broward County; 0 pts Elsewhere)* • Residing location and reporting office of the team and proximity of key personnel • Approach to maintaining good communication between multiple offices	15
10	***Scheduling*** • Willingness to meet time and budget requirements • Recent, current, and projected workload of team	5
5	***Knowledge and Understanding of Village*** • Understanding of Village's governmental process • Understanding of Village's Architectural/technical capability • Understanding of Village's special needs	0
	TOTAL SCORE	90

~~Didn't see anything regarding scheduling~~ P. 20

DATE 1/9/24

SCORER Chad Girard

VENDOR	ROBLING ARCHITECTURE & CONSTRUCTION	
Maximum Points	**Category**	**POINTS**
25	***Qualifications and Municipal and/or Agency Experience of Architectural Firm and Sub-Consultants*** • Qualifications and experience • Availability of qualified personnel • Quality control systems and procedures • Public sector experience	25
25	***Qualifications and Experience of the Individuals Identified as "Core" Personnel*** • Qualifications and experience • Demonstrated environment for good communication • Quality control systems and procedures • Public Sector Experience	25
20	***Record of Past Municipal/Agency Performance*** • Past performance level based on references (current and former clients)	20
15	***Location Considerations*** *(15 pts in Palm Beach County; 10 pts in Martin or Broward County; 0 pts Elsewhere)* • Residing location and reporting office of the team and proximity of key personnel • Approach to maintaining good communication between multiple offices	15
10	***Scheduling*** • Willingness to meet time and budget requirements • Recent, current, and projected workload of team	5
5	***Knowledge and Understanding of Village*** • Understanding of Village's governmental process • Understanding of Village's Architectural/technical capability • Understanding of Village's special needs	0
	TOTAL SCORE	90

Single point of contact Damon Robling only 7% available.

DATE 1/9/24

SCORER Chad Girard

VENDOR	CPZ ARCHITECTS INC.	
Maximum Points	**Category**	**POINTS**
25	***Qualifications and Municipal and/or Agency Experience of Architectural Firm and Sub-Consultants*** • Qualifications and experience • Availability of qualified personnel • Quality control systems and procedures • Public sector experience	25
25	***Qualifications and Experience of the Individuals Identified as "Core" Personnel*** • Qualifications and experience • Demonstrated environment for good communication • Quality control systems and procedures • Public Sector Experience	25
20	***Record of Past Municipal/Agency Performance*** • Past performance level based on references (current and former clients)	20
15	***Location Considerations*** *(15 pts in Palm Beach County; 10 pts in Martin or Broward County; 0 pts Elsewhere)* • Residing location and reporting office of the team and proximity of key personnel • Approach to maintaining good communication between multiple offices office on Belvedere single person? In Hotel	10
10	***Scheduling*** • Willingness to meet time and budget requirements • Recent, current, and projected workload of team	5
5	***Knowledge and Understanding of Village*** • Understanding of Village's governmental process • Understanding of Village's Architectural/technical capability • Understanding of Village's special needs	0
	TOTAL SCORE	85

Like the estimators as part of their team

concern about Principal being primary contact.

DATE 1/9/24

SCORER Chad Girard

VENDOR	BEA ARCHITECTS, INC.	
Maximum Points	**Category**	**POINTS**
25	***Qualifications and Municipal and/or Agency Experience of Architectural Firm and Sub-Consultants*** • Qualifications and experience • Availability of qualified personnel • Quality control systems and procedures • Public sector experience	25
25	***Qualifications and Experience of the Individuals Identified as "Core" Personnel*** • Qualifications and experience • Demonstrated environment for good communication • Quality control systems and procedures • Public Sector Experience	25
20	***Record of Past Municipal/Agency Performance*** • Past performance level based on references (current and former clients)	20
15	***Location Considerations*** *(15 pts in Palm Beach County; 10 pts in Martin or Broward County; 0 pts Elsewhere)* • Residing location and reporting office of the team and proximity of key personnel • Approach to maintaining good communication between multiple offices	0
10	***Scheduling*** • Willingness to meet time and budget requirements • Recent, current, and projected workload of team	5
5	***Knowledge and Understanding of Village*** • Understanding of Village's governmental process • Understanding of Village's Architectural/technical capability • Understanding of Village's special needs	0
	TOTAL SCORE	75

Average submittal

DATE 1/9/25

SCORER Chad Girard

VENDOR	GALLO HERBERT ARCHITECTS	
Maximum Points	**Category**	**POINTS**
25	***Qualifications and Municipal and/or Agency Experience of Architectural Firm and Sub-Consultants*** • Qualifications and experience • Availability of qualified personnel • Quality control systems and procedures • Public sector experience	25
25	***Qualifications and Experience of the Individuals Identified as "Core" Personnel*** • Qualifications and experience • Demonstrated environment for good communication • Quality control systems and procedures • Public Sector Experience	20
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10	***Scheduling*** • Willingness to meet time and budget requirements • Recent, current, and projected workload of team	0
5	***Knowledge and Understanding of Village*** • Understanding of Village's governmental process • Understanding of Village's Architectural/technical capability • Understanding of Village's special needs	0
	TOTAL SCORE	75

Good experience. Some good municipal experience.

DATE 1/9/24

SCORER Chad Girard

VENDOR	ERIC DEMPSEY ARCHITECT, LLC	
Maximum Points	**Category**	**POINTS**
25	***Qualifications and Municipal and/or Agency Experience of Architectural Firm and Sub-Consultants*** • Qualifications and experience • Availability of qualified personnel • Quality control systems and procedures • Public sector experience	5
25	***Qualifications and Experience of the Individuals Identified as "Core" Personnel*** • Qualifications and experience • Demonstrated environment for good communication • Quality control systems and procedures • Public Sector Experience	5
20	***Record of Past Municipal/Agency Performance*** • Past performance level based on references (current and former clients)	20
15	***Location Considerations*** *(15 pts in Palm Beach County; 10 pts in Martin or Broward County; 0 pts Elsewhere)* • Residing location and reporting office of the team and proximity of key personnel • Approach to maintaining good communication between multiple offices	15
10	***Scheduling*** • Willingness to meet time and budget requirements • Recent, current, and projected workload of team	0
5	***Knowledge and Understanding of Village*** • Understanding of Village's governmental process • Understanding of Village's Architectural/technical capability • Understanding of Village's special needs	0
	TOTAL SCORE	45

Village of North Palm Beach Bid Summary Sheet

Proposal for: **RFQ Architectural Services on Continuing Contract**	Date: **December 20, 2023**	No. of Proposals Received: 7

DESCRIPTION	VENDORS			
Requirements: Accepting qualification proposals for Architectural Services on Continuing Contract	Eric Dempsey Architect, LLC 700 Rosemary Ave, Suite 204 West Palm Beach, FL 33401	CPZ Architects, Inc. 1601 Belvedere Rd, S-350 West Palm Beach, FL 33406	Song + Associates, Inc. 1545 Centrepark Drive North West Palm Beach, FL 33401	Robling Architecture Contstruction 101 Walker Ave Greenacres, FL 33463
	✓	✓	✓	✓

VILLAGE OFFICIALS PRESENT (Signature)	VENDOR REPRESENTATIVES PRESENT (Print name of Rep and Company)

Village of North Palm Beach Bid Summary Sheet

Proposal for: **RFQ Architectural Services on Continuing Contract**	Date: **December 20, 2023**	No. of Proposals Received: 7

DESCRIPTION	VENDORS			
Requirements: Accepting qualification proposals for Architectural Services on Continuing Contract	Gallo Herbert Architects 1311 West Newport Center Dr Deerfield Beach, FL 33442	BEA Architects, Inc. 11575 NW 7th Avenue Miami, FL 33168	REG Architects, Inc. 120 South Olive Ave, Suite 210 West Palm Beach, FL 33401	
	✓	✓	✓	

VILLAGE OFFICIALS PRESENT (Signature)	VENDOR REPRESENTATIVES PRESENT (Print name of Rep and Company)

1/9/2024

North Palm Beach 2023 RFQ - Continuing Architectural Services

Shortlist Selection Committee Meeting

COMPANY	CHAD	JAMIE	ZAK	JAMES	TOTAL	AVG	RANK
EDA, INC.	45	65	79	60	249	62.25	7
CPZ, INC.	85	60	95	77	317	79.25	4
SONG&ASSOCIATES	90	80	100	86	356	89.00	3
ROBLING	90	85	100	88	363	90.75	1
GALLO HERBERT	75	60	75	62	272	68.00	6
BEA, INC.	75	60	80	62	277	69.25	5
REG, INC.	95	80	95	88	358	89.5	2

Committee Member	Signature
Chad Girard	
Jamie Mount	
Zak Sherman	
James Anthony	

ARCHITECTURE
INTERIOR DESIGN
STRATEGIC PLANNING
URBAN DESIGN

PROJECT MANAGEMENT
CONSTRUCTION ADMINISTRATION

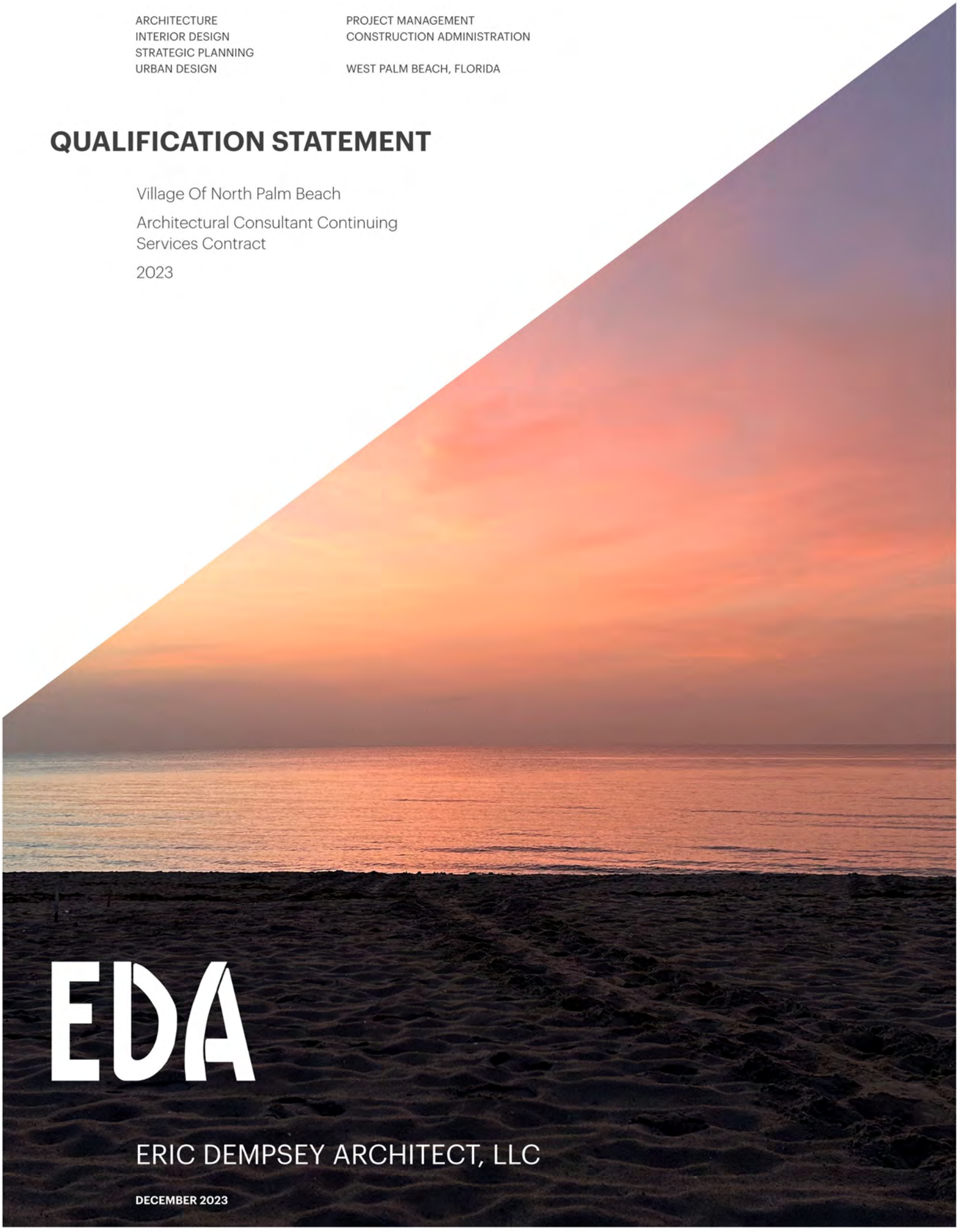
WEST PALM BEACH, FLORIDA

QUALIFICATION STATEMENT

Village Of North Palm Beach

Architectural Consultant Continuing Services Contract

2023



EDA

ERIC DEMPSEY ARCHITECT, LLC

DECEMBER 2023

B. Contents

A. **Title Page**

B. **Table of Contents**

C. **Statement of Qualifications**

1 Consultant Information

_Contact Info
_Corporate Status
_Form of Organization
_Financial Statements
_Compensation

2 Consultant Technical Qualifications

_Areas of Expertise
_Key Personnel
_Availability
_Technical Capabilities & Experience
_Sub-Consultants

3 Miscellaneous Information

_Litigation
_Energy Efficient & Sustainable Vision Experience
_References
_License & Certifications

D. **Other Information**

Note: *Above Contents match requirements from The Village of North Palm Beach RFQ-North-Palm-Beach-2023-10-JM-PW-0-2024_JM*

Front Cover Image:
Palm Beach, Florida sunrise 2023
Photography by Eric Dempsey
Author: Eric Dempsey
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ERIC DEMPSEY ARCHITECT, LLC
700 S. Rosemary Avenue, Suite 204
West Palm Beach, Florida
561-889-0348
ericj@dempsey-design.com

C. Statement Of Qualifications

1.1 Contact Info:

EDA

ERIC DEMPSEY ARCHITECT, LLC
700 S. Rosemary Avenue, Suite 204
West Palm Beach, Florida
561-889-0348
ericj@dempsey-design.com

1.2 Corporate Status:

Newly registered in Florida in July 2023

State of Florida, company document number, L23000330865

Detail by Entity Name

Florida Limited Liability Company
ERIC DEMPSEY ARCHITECT, LLC

Filing Information

Document Number	L23000330865
FEI/EIN Number	93-2463406
Date Filed	07/12/2023
Effective Date	07/12/2023
State	FL
Status	ACTIVE
Last Event	LC AMENDMENT
Event Date Filed	08/07/2023
Event Effective Date	NONE

Principal Address

410 EVERNIA STREET
APT 617
WEST PALM BEACH, FL 33401

Mailing Address

410 EVERNIA STREET
APT 617
WEST PALM BEACH, FL 33401

Registered Agent Name & Address

NORTHWEST REGISTERED AGENT, LLC
7901 4TH ST. N.
STE 300
ST. PETERSBURG, FL 33702

Authorized Person(s) Detail

Name & Address

Title MGR

DEMPSEY, ERIC
410 EVERNIA STREET, APT 617
WEST PALM BEACH, FL 33401

Annual Reports

No Annual Reports Filed

Document Images

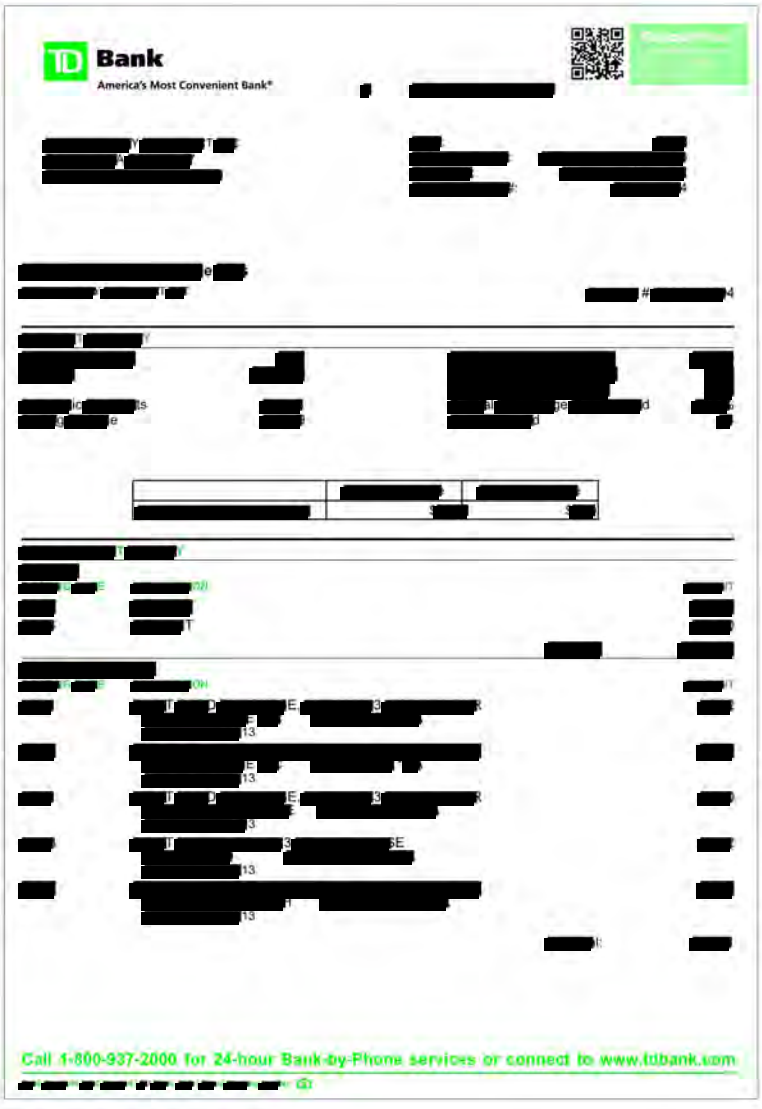
08/07/2023 -- LC Amendment
07/12/2023 -- Florida Limited Liability

1.3 Form Of Organization:

Eric Dempsey Architect, LLC operates as a Limited Liability Company (LLC).

1.4 Financial Statements:

As a newly registered entity, our financial statements are available. We are committed to providing all necessary financial documentation promptly to ensure transparency and demonstrate our professional operation including **opening bank statement** details for company account, **monthly statements,** and tax information.



1.5 Compensation:

Our compensation structure is flexible and can be tailored to align with the specific requirements and budget considerations of the project. We are open to discussing compensation details further during the evaluation process.

C. Statement Of Qualifications

About Us:

We are a full-service, **client centered**, Architecture + Interior Design firm.

EDA was founded upon a very simple belief that there is always a better way. We believe in continuous learning and adaptation to challenges BIG & small.

We see things through from initial meetings to final deliveries. We strive constantly to push forward new methods, procedures, and further improve upon the status quo.

Our goal is to bring attentive care, craft, & consistent delivery to our projects.

We provide an array of standard services that can be customized to suit the unique requirements of each client. Our versatile approach allows us to adapt and collaborate on projects in various phases, offering comprehensive service packages that meet all our clients' needs.

Creative Concepts. Inspired Solutions

2.1 Areas Of Expertise:

Eric Dempsey Architect, LLC specializes in **creative concepts and inspired solutions.** Through quality design, we enhance project outcomes and add significant value to our clients' projects. Our extensive knowledge and experience uniquely position us to contribute effectively to the success of any upcoming projects.

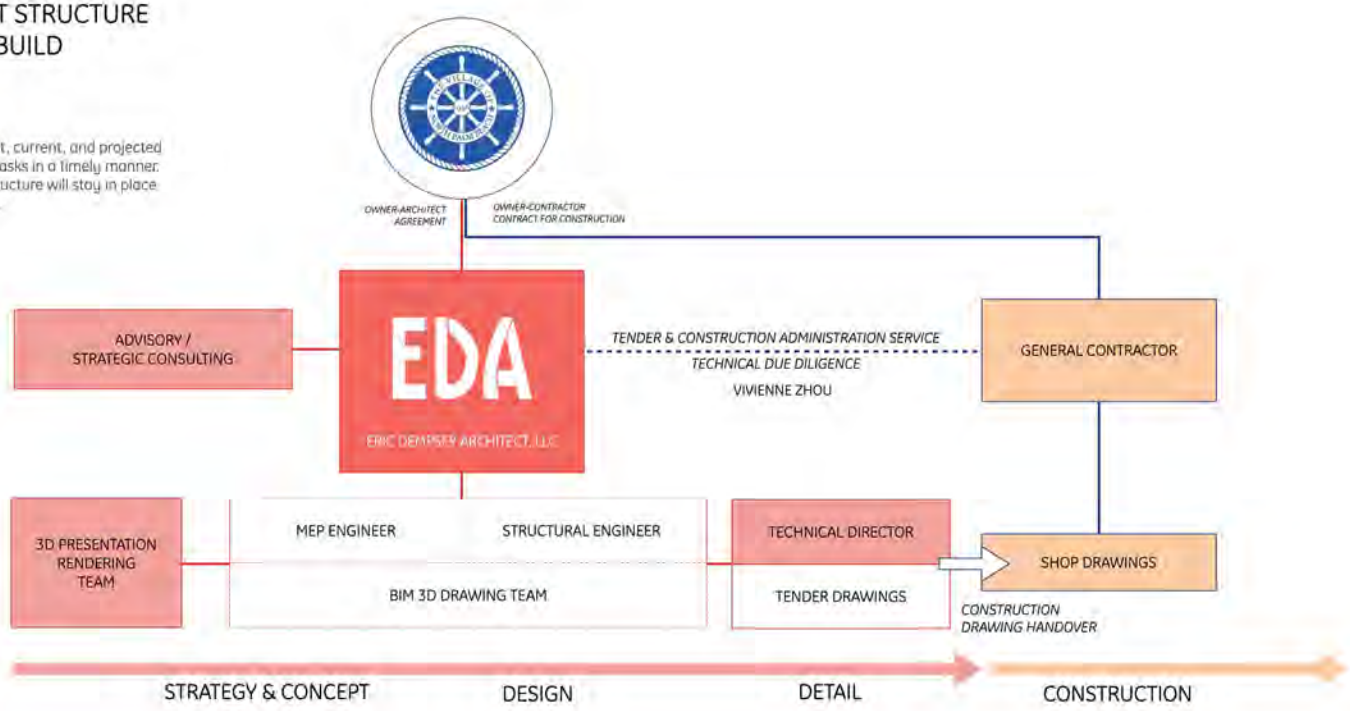
2.2 Key Personnel:

Our team comprises skilled and experienced professionals, including principal owner **Eric Dempsey** and co-founder **Vivienne Zhou.** Each member is dedicated to upholding the highest standards of excellence in their respective roles. We also have an extensive network of local suppliers and sub-consultants.

ENGAGEMENT STRUCTURE
DESIGN-BID-BUILD

FOR THIS PROJECT:

EDA confirms the recent, current, and projected workload to complete tasks in a timely manner, and that this project structure will stay in place throughout the project.



C. Statement Of Qualifications

Eric J. Dempsey, is an internationally acclaimed Architect and Designer who resided and worked in China from 2010 to 2022. With an unwavering commitment, he successfully completed numerous projects in the region over the past 12 years.

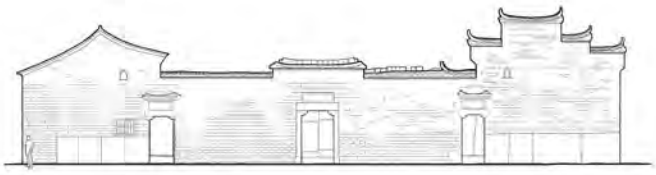
He is the principal owner & founder of ERIC DEMPSEY ARCHITECT, LLC, a South Florida based design firm. Eric's portfolio encompasses a diverse range of project types, with a focus on **detail oriented inside-out design**. A common thread in his work is the creation of poetic and thoughtful designs, firmly rooted in well-developed, creative concepts.

Eric's passion for architecture has been a constant presence in his life for the past **22 years**, with a commitment to continuous learning and growth. Holding internationally recognized certificates as a **licensed Architect** in the State of Florida, a Leed Accredited Professional, and a Construction Document Technician.

He infuses his work with a harmonious blend of ideas, concepts, and conditions, resulting in colorful, vibrant, and richly saturated buildings and spaces. His focus is on creating texture and depth with visual impact, bridging fundamental architectural theories with the world of fine art and interior design.

Throughout his practice, Eric has collaborated closely with numerous multi-national companies, designing exceptional projects in the Asia Pacific region and the Southeast of the United States of America.

ERIC DEMPSEY ARCHITECT, LLC, proudly stands as a **multicultural** international design studio, eagerly seeking like-minded individuals in the pursuit of creating exceptional works together.



PROJECT EXPERIENCE

Creative Concepts
Public Works
Urban Planning
Innovation Centers
R&D Facilities
Commercial Workplace
Showrooms
Retail Architecture
Hotel Hospitality

SPECIALIST EXPERTISE

Integrated project delivery
Building Information Modeling (BIM)
Materials and sustainability
Strategic planning & analysis

Eric J. Dempsey, NCARB, AIA
Bachelors of Architecture
University of Arkansas
B.ARCH, LEED AP, CDT

Native English / Chinese HSK3
ericj@dempsey-design.com
561-889-0350

C. Statement Of Qualifications

Vivienne stands as a central and pivotal figure at Eric Dempsey Architect, LLC, co-founding our Shanghai office in 2019. With an unwavering dedication to the **retail design** and construction industry spanning over 12 years, she has amassed a wealth of invaluable experience.

Her extensive portfolio includes the successful completion of numerous projects across China, Italy, and the APAC region including retail pop-ups, new store fit-out, fixture production, window displays, and visual merchandising.

Vivienne maintains direct communication with the leadership of many Italian luxury brands and design teams, as well as Chinese product vendors and factory production suppliers specializing in **high-end** elements with great attention to detail.

Recognizing the elevated artistic design and quality expectations in the realm of luxury retail window displays and furniture, Vivienne excels as a **project manager**, personally overseeing projects from inception to completion. Her keen eye for detail and commitment to top-tier quality consistently contribute to the success of each endeavor.

In her role as a project catalyst, Vivienne plays a crucial role in expediting our work. She not only fosters connections but also provides meticulous oversight, ensuring the seamless supervision of projects from their initiation to the final stages.

Her focused efforts extend across China, Italy, and the USA, facilitating the smooth execution of our projects on a **global scale**.

PROJECT EXPERIENCE

Project Management
Retail Design Development
Brand Research
Client Communications
Business Development
Planning & Execution
Quality Control

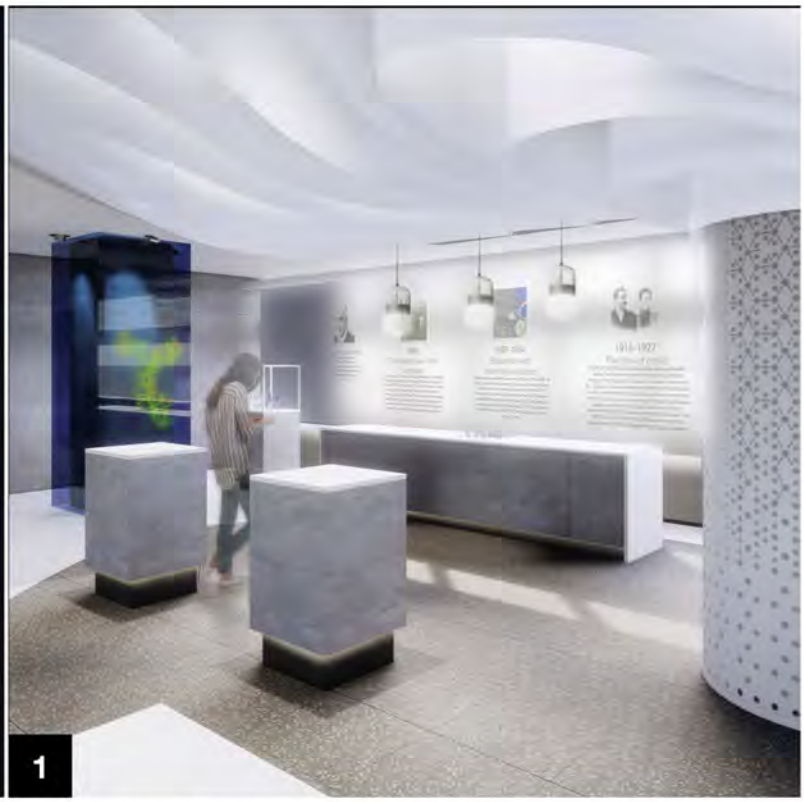
SPECIALIST EXPERTISE

Retail & Luxury Goods
Design Research
Production Processes
Cross-cultural communications
International management

Vivienne Zhou
Dipl. International Business
Hubei University
PMP

Fluent English / Native Chinese

vivienne@dempsey-design.com
561-889-0345



Renderings & design by Eric J. Dempsey (above & below)

2010

Gulfport Hotel & Harbor Shops
Mixed-Use Hotel & Planning
Gulfport, MS USA 2008

Jackson County General Services Complex
Government Office
Pascagoula, MS USA 2008

First Horizon Prototype Interior
Retail Office
TX, 2005

GSK R&D Center
Office & Laboratory
Shanghai, China 2011

Arvato
Offices, Shipping / Logistics Facility
Shanghai, China 2011

Sabic China Research & Design Center
Office & Laboratory
Shanghai, China 2010

2014

HualYuan
Mixed-Use Public Space
Shanghai, China 2016

Adidas Employee Experience Center
Office / Training
Shanghai, China 2016

2018

Splunk - Phase 2 & 3
Office Expansion
Shanghai, China 2016

Fila 5g Flagship Store Concept
Retail
Shanghai, China 2019

The L-Hub
Community Center
Shanghai, China 2019

Sichuan Restaurant
Restaurant
Chengdu, China 2020

Hotel Monochrome
Hotel Interior
Nanjing, China 2020

2022

Yueqing Pavilion & Tower
Entertainment Space
Shanghai, China 2021

Linpan Hotel & Resort
Hotel
Chengdu, China 2020

C. Statement Of Qualifications

2.3 Availability:

Eric Dempsey Architect, LLC is committed to providing the necessary resources and dedicating the required personnel to ensure the successful and timely completion of the project. We are flexible to project requirements and prepared to align our schedule with the required timeline.

2.4 Technical Capabilities & Experience:

Our firm is equipped with state-of-the-art BIM technology and possesses a robust set of technical capabilities and skills finely honed over many years of dedicated practice to meet project requirements. We have over **25 years of technical computer aided drafting experience** and have witnessed first-hand the technology evolve thru time.

With a proven track record of success in Commercial Architecture, Workplace Interiors, Retail Design, and Strategic Planning, we bring a wealth of experience to contribute to the technical aspects of your upcoming projects.

Revit 2024

stability.ai

UNREAL ENGINE

some of our favorite design tools

1

Project Name	ROCHE Innovation Center Shanghai	CCNA Category No.s Supported by this Project
Owner: Name	Tom Sturt - Roche PM	7.01-05
Address	No. 371 Lishizhen Road; Shanghai, China 201203	
Phone	+86-21-2892-2888	Current Employee(s) of Firm Involved in Project
E-mail	tomsturt@gmail.com	Eric J. Dempsey
Start Date	May, 2018	
End Date	Completed Fall 2019	

Brief Description of the Project and the Portion of the Work Done by the Firm's own Current Employees
Lead Project Designer for the 1st floor Innovation Center of the RICS campus' newest laboratory R&D building in Shanghai. Reported directly to ROCHE PM on-site construction team via weekly meetings and periodic conference calls with Swiss based leadership. Led design direction and detailed drawings in Revit together with supporting staff (1). 100% DD drawings produced and delivered to client. Final approvals for construction by GC.
credit: Hassell Shanghai office

previous page

Project Name	Jackson County General Services Complex	CCNA Category No.s Supported by this Project
Owner: Name	Kelly Samples - Facilities Director	7.01-05
Address	2915 Canty Street, Pascagoula, MS	
Phone	228-769-3033	Current Employee(s) of Firm Involved in Project
E-mail	none	Eric J. Dempsey
Start Date	Fall 2009	
End Date	Completed 2012	

Brief Description of the Project and the Portion of the Work Done by the Firm's own Current Employees
Landmark Civic Building in hurricane prone flood zone, funded in part by federal funds for the reconstruction efforts in the wake of Hurricane Katrina. Mr. Dempsey completed the BIM modeling for SD & DD phases including conceptual design, site planning & analysis, elevation design, and interior space planning.
credit: Glenn Currie, JBHM Biloxi office Ryan Florreich - Principal JBHM 601-352-2699

2

3

Project Name	City of Olive Branch - Court House	CCNA Category No.s Supported by this Project
Owner: Name	Mayor Sam Rikard - City of Olive Branch	7.01-05
Address	6900 Highland Street, Olive Branch, MS 38654	
Phone	662-892-9500	Current Employee(s) of Firm Involved in Project
E-mail	n/a	Eric J. Dempsey
Start Date	2006	
End Date	completed 2009	

Brief Description of the Project and the Portion of the Work Done by the Firm's own Current Employees
Eric Dempsey completed 3d massing, conceptual design drawings, interior space planning, final exterior renderings, and 100% Construction Drawings for the City of Olive Branch. Work included issuance and coordination of bidding documents and minor construction administration duties.

credit: Brian Bullard, Owner / Architect - UrbanArch Associates

Project Name	City of Olive Branch - Police HQ	CCNA Category No.s Supported by this Project
Owner: Name	Mayor Sam Rikard - City of Olive Branch	7.01-05
Address	10470 MS-178, Olive Branch, MS 38654	
Phone	662-892-9400	Current Employee(s) of Firm Involved in Project
E-mail	n/a	Eric J. Dempsey
Start Date	2006	
% Complete	completed 2009	

Brief Description of the Project and the Portion of the Work Done by the Firm's own Current Employees

Eric Dempsey completed 3d massing, conceptual design drawings, interior space planning, layout drawings, final exterior renderings, and 100% Construction Drawings for the City of Olive Branch. Work included issuance and coordination of bidding documents and minor construction administration duties.

credit: Brian Bullard, Owner / Architect - UrbanArch Associates

4

2.5 Sub-Consultants:

Eric Dempsey Architect, LLC has developed a network of reputable sub-consultants with whom we have established successful collaborations. These sub-consultants bring additional expertise and resources to enhance the overall capabilities of our team. These include licensed Florida based **Mechanical, Electrical, Plumbing, Structural, and Civil Engineers.**

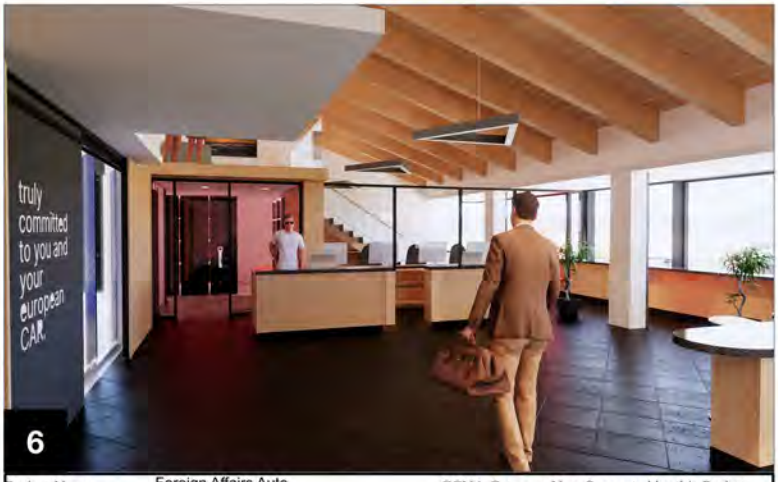
5

Project Name	SABIC - China Research & Design Center	CCNA Category No.s Supported by this Project
Owner: Name	Saad B. Al-Subaie Riffa, Southern Governorate, Bahrain	7.01-05
Address	4JH7+R52, Xiupu Rd, Pudong, Shanghai, China, 201318	
Phone	+97 333223840	Current Employee(s) of Firm Involved in Project
E-mail	subaiesb8@gmail.com	Eric J. Dempsey
Start Date	2011	
End Date	Completed 2012	

Brief Description of the Project and the Portion of the Work Done by the Firm's own Current Employees

Interior Design and construction drawings for a large scale industrial site new office and laboratory building in Shanghai, China. Work included direct client communications, design management, BIM modeling and 3D rendering, material selections, detailed specifications book, and 100% Detailed Design Drawings with construction approvals by LDI and GC.

credit: MMoser Shanghai Office



6

Project Name	Foreign Affairs Auto	CCNA Category No.s Supported by this Project
Owner: Name	Mr. Jonathan Ortiz	7.01-05
Address	1681 N. Military Trail, West Palm Beach, FL 33409	
Phone	561-723-9565	Current Employee(s) of Firm Involved in Project
E-mail	Foreign Affairs Auto	Eric J. Dempsey
Start Date	Fall 2023	
% Complete	90% Construction Drawings Complete	

Brief Description of the Project and the Portion of the Work Done by the Firm's own Current Employees

Milestone project for the firm and client. Includes careful exterior modifications to the building canopy, new exterior signage, & interior lobby. Consultants include Structural and Electrical engineers. Project is currently in progress.

C. Statement Of Qualifications

Roberto is the Vice President of Engineering at **direktion360** and a key sub-consultant of Eric Dempsey Architect, LLC.

As a seasoned and esteemed Professional Engineer with over **ten years of practice** and international experience, Roberto Kachakil demonstrates exceptional diligence in his career.

Born and raised in Spain, Mr. Kachakil earned a master's degree in Electrical and Industrial Engineering in 2011. Shortly after, he emigrated to Montreal, Canada, where he successfully navigated challenges such as learning English and French and adapting to a new culture in just a few months. Additionally, he swiftly obtained a **Professional Engineer** license (P.Eng) and a Project Management Professional (PMP) certification.

With rapid advancement leading to an outstanding career and **fluency in four languages**, Mr. Kachakil has continued to progress over many years. He achieved a Professional Engineer (PE) license within one year and immediately ascended to the position of Vice President of Engineering.

In addition to possessing remarkable management, technical, and communication skills, Roberto Kachakil is **resilient** and always open to learning and undertaking new challenges. He firmly believes that adaptation is a crucial key to success.

Mr. Kachakil embodies the skills and fortitude that we hold dear and aspire to. It is for these reasons that he has been successful in his past, and we continue to utilize his unique talents.

courtesy of direktion360

PROJECT EXPERIENCE

MEP Engineerings
Systems Design
Roadway Electrical Systems
Mission Critical Facilities

SPECIALIST EXPERTISE

Integrated project delivery
Environmental Design
Innovation & Technology

Roberto Kachakil, PE
Masters of Electrical and Industrial Engineering
Polytechnic University of Valencia
P.E. P.Eng. PMP

Fluent English, French, & Arabic / Native Spanish
roberto.kachakil@direktion.com
754-701-9320

C. Statement Of Qualifications

photography (above & below)
Eric J. Dempsey

3.1 Litigation:

Eric Dempsey Architect, LLC and its principal ownership and founders have a clean litigation record. We have not been involved in any legal disputes or litigations that would impact our ability to fulfill the requirements of the project. We are committed to maintaining a professional and ethical approach in all our business dealings.

3.2 Energy Efficient & Sustainable Vision Experience:

Sustainability has been a cornerstone of our design philosophy for more than a decade. As an early adopter legacy member of the sustainability program by the USGBC, Eric Dempsey Architect, LLC has a proven track record of incorporating energy-efficient and sustainable design principles into our projects.

Our team is well-versed in the latest industry trends and best practices to ensure environmentally conscious and resource-efficient solutions.

LEED® ACCREDITED PROFESSIONAL

BY DEMONSTRATING THE KNOWLEDGE OF GREEN BUILDING PRACTICE REQUIRED FOR SUCCESSFUL IMPLEMENTATION OF THE LEADERSHIP IN ENERGY AND ENVIRONMENTAL DESIGN (LEED®) GREEN BUILDING RATING SYSTEM™.

LEED AP

Brittany Mitchell · 1st
Asst. District Attorney at Bexar County District Attorney's Office
December 29, 2011, Brittany worked with Eric but on different teams

Eric was always professional and on time with all projects. His skills in Revit were far superior to most of other architects I have ever met! I highly recommend him! He was great to work with!

Joseph L Echols · 1st
Real Estate Development Management | Owner's Construction Representative
May 31, 2012, Joseph L managed Eric directly

During my time as a Project Manager with JBHM Architects, I worked with Eric to design a number of replacement facilities along the Mississippi Gulf Coast after Hurricane Katrina. It was during that time I was exposed to his wealth knowledge, extrodinary skills, incredible vision, attention to details and talents. Eric embodies the top characteristics necessary to become one of the emerging architects of tomorrow.

Joseph L. Echols

C. Statement Of Qualifications

3.3 References:

We have a history of successfully delivered projects, with satisfied clients and associates who, throughout our 20+ years of professional practice, can attest to our professional capabilities and expertise.

Our past and current clients can vouch for the quality of our work, our commitment to delivering on time and within budget, and the collaborative and professional manner in which we conduct business.

ATTACHMENT D – REFERENCE FORM

Company Under Review: ERIC DEMPSEY ARCHITECT, LLC RFQ No. 24-013

Company Providing Reference: Foreign Affairs Auto

Name of Person Providing Reference: Jonathan Ortiz

Telephone: 561-723-9565 E-mail: jortiz@foreignaffairsauto.com

Name of Project Completed/Held for Referenced Company:

Foreign Affairs Auto - Renovation Project

Team Members for this Project:

Eric Dempsey - Architect
Roberto Kachakil - MEP Engineer
Clifton Newkirk - Structural Engineer

Describe the scope of work of the contract awarded by your company/agency to this contractor:

Architectural Services including design, code review, detailed design, construction drawings, and engineering sub-consultants.

[CONTINUED ON FOLLOWING PAGE]

Please answer the questions below using the following rating scale:

1=Poor 2=Fair 3=Average 4=Good (5)=Excellent

No.	Questions	Rating	Comments
2.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?	5	SHOWED LOTS OF ENTHUSIASM AND PASSION FOR PROJECT. MADE MULTIPLE SITE VISITS (EVEN ON A SAT) TO ENSURE A SUCCESSFUL PROJECT.
3.	Rate the quality of customer service and the competence and accessibility of the personnel and experience with similar projects.	5	
4.	Rate the firm's interactive capability with your staff.	5	
5.	Rate the firm's success at minimizing and controlling potential mistakes. Were there bid addendums, contract change orders, etc	5	VERY THOROUGH, ACTIVE LISTENER TO ENSURE MINIMAL BACK & FORTH W/ REVISIONS.
6.	Rate the overall quality of the work, and specific work on similar projects.	5	
7.	Rate the comfort and confidence you had in the firm.	5	
8.	If you have a similar contract to undertake in the future, would the firm be considered?	(X) Yes ☐ No	

Additional comments: ERIC AND HIS TEAM DEMONSTRATED TOP LEVEL PROFESSIONALISM THROUGHOUT THE PROJECT. WE ARE VERY SATISFIED AND WOULD RECOMMEND HIGHLY TO OTHERS.

JONATHAN ORTIZ
FOREIGN AFFAIRS

28

"Eric and his team demonstrated top level professionalism throughout the project. We are very satisfied and would recommend highly to others."

FOREIGN AFFAIRS

Jonathan Ortiz,
Owner, Foreign Affairs Auto,
West Palm Beach

Lumin Chang
Business Development
July 15, 2012, Lumin was a client of Eric's

Eric is responsive, and was able to deliver challenging tasks.

C. Statement Of Qualifications

3.3 References:

" Each and every one of our projects is very important to us and we treat them with great care. "

Eric J. Dempsey

ATTACHMENT D – REFERENCE FORM

Company Under Review: ERIC DEMPSEY ARCHITECT, LLC RFQ No. 24-013

Company Providing Reference: Gelato&Co

Name of Person Providing Reference: Giancarlo Triulzi

Telephone: 910-709-3091 E-mail: gt@gelatoeco.com

Name of Project Completed/Held for Referenced Company:

Gelato&Co - retail tenant improvement, Jupiter store location

Team Members for this Project:

Eric Dempsey - Architect
Roberto Kachakil - MEP Engineer

Describe the scope of work of the contract awarded by your company/agency to this contractor:

Architectural Services including design, code review, detailed design, construction drawings, and engineering sub-consultants.

(CONTINUED ON FOLLOWING PAGE)

Please answer the questions below using the following rating scale:

1=Poor 2=Fair 3=Average 4=Good 5=Excellent

No.	Questions	Rating	Comments
2.	Rate the level of commitment of the firm to your project. Did they devote the time and management staff necessary for successful and timely work?	5	Eric and Roberto were extremely committed and detail oriented when working on the project. They understood the deadlines and provided their services quickly and very effectively. Eric even gave us availability on a Sunday where I met with him at the office, that is how much he was committed to my project.
3.	Rate the quality of customer service and the competence and accessibility of the personnel and experience with similar projects.	5	Eric and Roberto were extremely professional and provided a great support and customer service. You could tell they were very experienced with a project like mine.
4.	Rate the firm's interactive capability with your staff.	5	Eric and Roberto had open availability and constant communication with us.
5.	Rate the firm's success at minimizing and controlling potential mistakes. Were there bid addendums, contract change orders, etc	5	Both Eric and Roberto minimized risks and helped us deliver a very precise and beautiful plan that clearly defines every aspect in the project for the city to review.
6.	Rate the overall quality of the work, and specific work on similar projects.	5	The quality was top notch.
7.	Rate the comfort and confidence you had in the firm.	5	Both Eric and Roberto know that for future projects they are the first ones I will reach out to. I am extremely satisfied with the plans they provided to me.
8.	If you have a similar contract to undertake in the future, would the firm be considered?		☐ Yes ☐ No

Additional comments:

Architectural Services including design, code review, detailed design, construction drawings, and engineering sub-consultants.

28

" Eric and Roberto were extremely committed and detail oriented when working on the project. They understood the deadlines and provided their services quickly and very effectively. "

Gelato&Co.

Giancarlo Triulzi
Owner, Gelato&Co,
Jupiter, Florida

Annick Slootmaekers
Head of Design, China
June 20, 2020, Eric worked with Annick in the same group

JLL

Eric is a talented and capable designer. I worked closely with him during his time with JLL. His hands-on "can-do" attitude, together with his diligent work-ethic served as a positive example to the rest of the team. It was a pleasure working with him.

C. Statement Of Qualifications

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June 4, 2020

RE: LETTER OF RECOMMENDATION

To whom it may concern:

I would like to strongly recommend DDI and its founder Eric Dempsey for design work in the China market. He is an experienced Architect and workplace Interior Designer, working as a cultural bridge to both local and international clients. He has worked relentlessly in the design and construction industry in Shanghai for 10 years, beginning with the Shanghai World Expo in 2010. His diversity of experience and local construction knowledge are unparalleled in the market.

We had the opportunity to collaborate with DDI in 2019. HengPin Construction and DDI worked together on the concept design presentation for H.B. Fuller's new Shanghai office. Eric and his team were instrumental in rapidly leveraging their skills to deliver a compelling joint presentation to the client. The efficiency and quality of the work were noteworthy.

We highly recommend working with DDI. Their integrity, diligence, and commitment are second to none. We would jump at the opportunity to collaborate with DDI again. Please feel free to let me know if you have any questions.

Best Regards,

Jack Ren 任洪平
Deputy General Manager
jack.ren@hpdde.com
Shanghai Hengpin Decoration Design Engineering Co., Ltd

"... Eric expertly tackled our challenging program requirements and design brief to smoothly deliver our new office. ..."

Starcom Mediavest Group

RE: LETTER OF RECOMMENDATION

Dear Eric,

Following is our letter of recommendation to you.

Starcom Mediavest Group, is pleased to express our gratitude and thanks to the design team led by Eric Dempsey for the fit-out works in Y2015 for Starcom Mediavest Group in Henderson 688 Building in Shanghai, China. Eric expertly tackled our challenging program requirements and design brief to smoothly deliver our new office. Together with his local construction team, he was able to deliver our new office including both design and construction services.

Eric was able to satisfy our design brief of a both futuristic and unifying office to connect our various departments. The layout connects the different departmental divisions while maintaining their privacy. Many materials and details evolved over time through in-depth conversations with our various end-users. Although, Eric's unifying principle of a central activated corridor brought the design together.

Please pass on our gratitude to your team for their hard work and contributions in the delivery of the project. We look forward to our next cooperation and our continued good relationship.

Sincerely,

Andy Huang
Admin Director
Tel: 86 (21) 6133-8580
Email: andy.huang@publicismedia.com

StarcomMediavest Group
Unit 03-08, 11F Henderson 688, No. 688 West Nanjing Road, JingAn District, Shanghai 200041,
Tel: +86 (21) 6133-8333 Fax: +86 (21) 6133-8111 www.smvgroup.com

"... We highly recommend working with DDI. Their integrity, diligence, and commitment are second to none. We would jump at the opportunity to collaborate with DDI again.

Michael Hsiao
Director - Client Services @ M Moser Associates
February 16, 2013, Eric worked with Michael in the same group

Working with Eric over the past 2 years I have come to know him for his creative abilities and extremely detailed work. We worked together on the General Electric Innovation Centers in ChengDu and XiAn of China; the first of its kind in the world. He is a truly gifted individual and a person you can count on. I hav... See more

MMOSERASSOCIATES
CREATING WORKPLACES FOR GLOBAL BUSINESS

EDA

C. Statement Of Qualifications

3.4 Licenses & Certifications:

Eric Dempsey Architect, LLC holds all necessary licenses and certifications required for our operations. Including the following:

- **NCARB Certificate**
- **DBPR License**
- **CCNA Certificate - Palm Beach County**
- AIA Membership
- CDT Certificate
- LeedAP Certificate

Our team members are licensed professionals with the expertise and qualifications essential to meet the project's regulatory and industry standards.

THE AMERICAN INSTITUTE OF ARCHITECTS

DECLARES THAT

Eric J. Dempsey

IS ADMITTED TO ARCHITECT MEMBERSHIP HAVING BEEN FOUND ELIGIBLE

BY AUTHORITY OF THE BOARD OF DIRECTORS

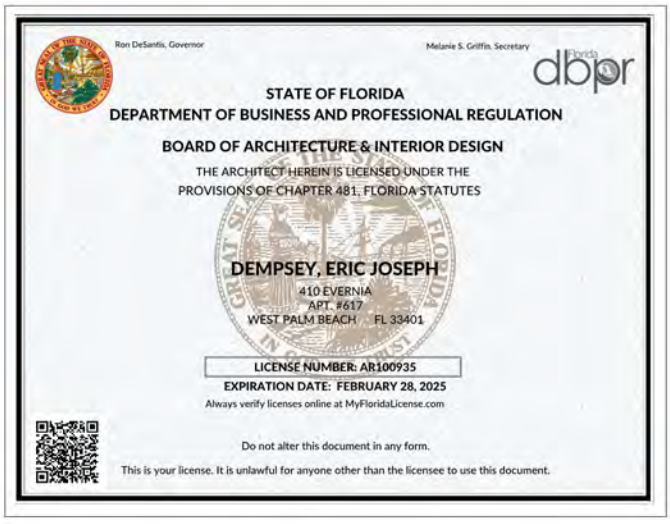
AND IS ENTITLED TO EXERCISE AND ENJOY ALL THE RIGHTS AND PRIVILEGES

OF THIS CATEGORY OF MEMBERSHIP AS PRESCRIBED IN THE BYLAWS.

MEMBER SINCE SEPTEMBER 5, 2008

PRESIDENT

SECRETARY



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE

PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

DEMPSEY, ERIC JOSEPH

410 EVERNIA

APT. #617

WEST PALM BEACH FL 33401

LICENSE NUMBER: AR100935

EXPIRATION DATE: FEBRUARY 28, 2025

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.

THE FLORIDA STATE BOARD OF

ARCHITECTURE &

INTERIOR DESIGN

HEREBY CERTIFIES THAT

ERIC JOSEPH DEMPSEY

HAS SATISFACTORILY SHOWN TO THE BOARD OF ARCHITECTURE AND INTERIOR DESIGN THE COMPETENCY AND FITNESS TO PRACTICE ARCHITECTURE: THEREFORE, BY VIRTUE OF POWERS VESTED IN IT BY THE STATE OF FLORIDA, THE BOARD OF ARCHITECTURE AND INTERIOR DESIGN ISSUES THIS CERTIFICATE TO PRACTICE ARCHITECTURE IN THE STATE OF FLORIDA AS PROVIDED IN THE STATUTES TO REGULATE THE PRACTICE OF ARCHITECTURE AND INTERIOR DESIGN SUBJECT TO REVOCATION POWERS VESTED IN THE BOARD.

AR 100935 — REGISTRATION NUMBER

08/14/20 — INITIAL REGISTRATION

IN TESTIMONY WHEREOF WITNESS OUR SIGNATURES AND SEAL OF THE BOARD THIS 3RD DAY OF SEPTEMBER 2020

BOARD CHAIR

VICE-CHAIR

THIS CERTIFICATE VALID ONLY WHEN SUBSTANTIATED BY A CURRENT LICENSE ISSUED BY THE DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION.

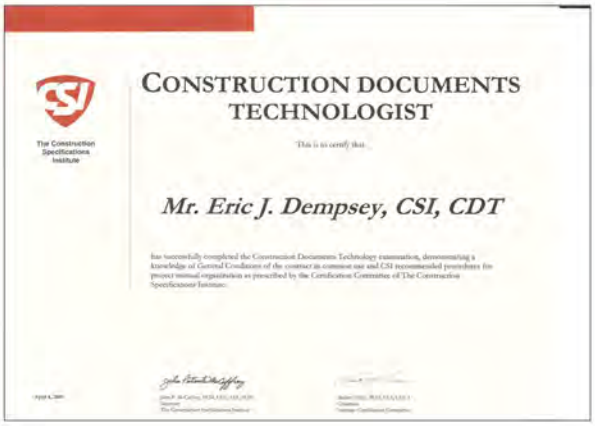
GBCI

GREEN BUILDING CERTIFICATION INSTITUTE

Eric Dempsey

LEED® ACCREDITED PROFESSIONAL

February 11, 2009



The Construction Specifications Institute

CONSTRUCTION DOCUMENTS TECHNOLOGIST

Mr. Eric J. Dempsey, CSI, CDT

Department of Engineering and Public Works
P.O. Box 21229
West Palm Beach, FL 33416-1229
(561) 684-4000
FAX: (561) 684-4050
www.pbcgov.com

Palm Beach County Board of County Commissioners
Gregg K. Weiss, Mayor
Maria Sachs, Vice Mayor
Maria G. Marino
Michael A. Barnett
Marci Woodward
Sara Baxter
Mack Bernard

County Administrator
Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

Official Electronic Letterhead

November 27, 2023

Eric Dempsey Architect, LLC
410 Evernia Street, Apt. 617
West Palm Beach, Florida 33401
Attn: Eric J. Dempsey, Principal

RE: CCNA CONSULTANT CERTIFICATION WITH PALM BEACH COUNTY

Dear Mr. Dempsey:

Enclosed please find your Notice of Professional Consultant Certification with Palm Beach County.

Notice of certification is not a notice of selection and not a guarantee to be selected. Selection for contracts shall be based on a variety of criteria as outlined in the Countywide Policy & Procedure Manual #CW-O-048 available at *http://www.pbcgov.com/publicaffairs/ppm/pdf/cw-o-048.pdf*. CCNA certification is only one of these requirements.

Qualification data **must be updated**, when conditions are altered to either increase or reduce the Consultant's capabilities, and/or when requested by the Department.

Your firm is **required to report changes** of address and any significant changes to your manpower, capabilities, or work category qualifications, and provide us with copies of license renewals (corporate/professional).

We request that firms resubmit their CCNA certification package every three years to keep records current. The application forms and instructions can be found at *http://discover.pbcgov.org/engineering/roadwayproduction/Pages/CCNA.aspx*.

To receive notices of new Requests for Proposals to provide professional services to Palm Beach County, your firm can register with the County's Vendor Self Service (VSS) database and select commodity codes at *https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService*.

F:\ROADWAY\CCNA\CCNA CERTIFIED FIRMS\Active\Eric Dempsey Architect, LLC\Eric Dempsey Architect, LLC._Approved CCNA Certification Letter_11_21_2023.docx

THE OLIVE BRANCH COURT BUILDING

OLIVE BRANCH, MISSISSIPPI

6900 HIGHLAND STREET

MAYOR
SAMUEL P. RIKARD

BOARD OF ALDERMEN

GEORGE COLLINS
AUBREY COLEMAN
RANDY COWGILL
JOYCE HASLIP
MAURICE WALLACE
STEPHEN BENSON
DALE DICKERSON

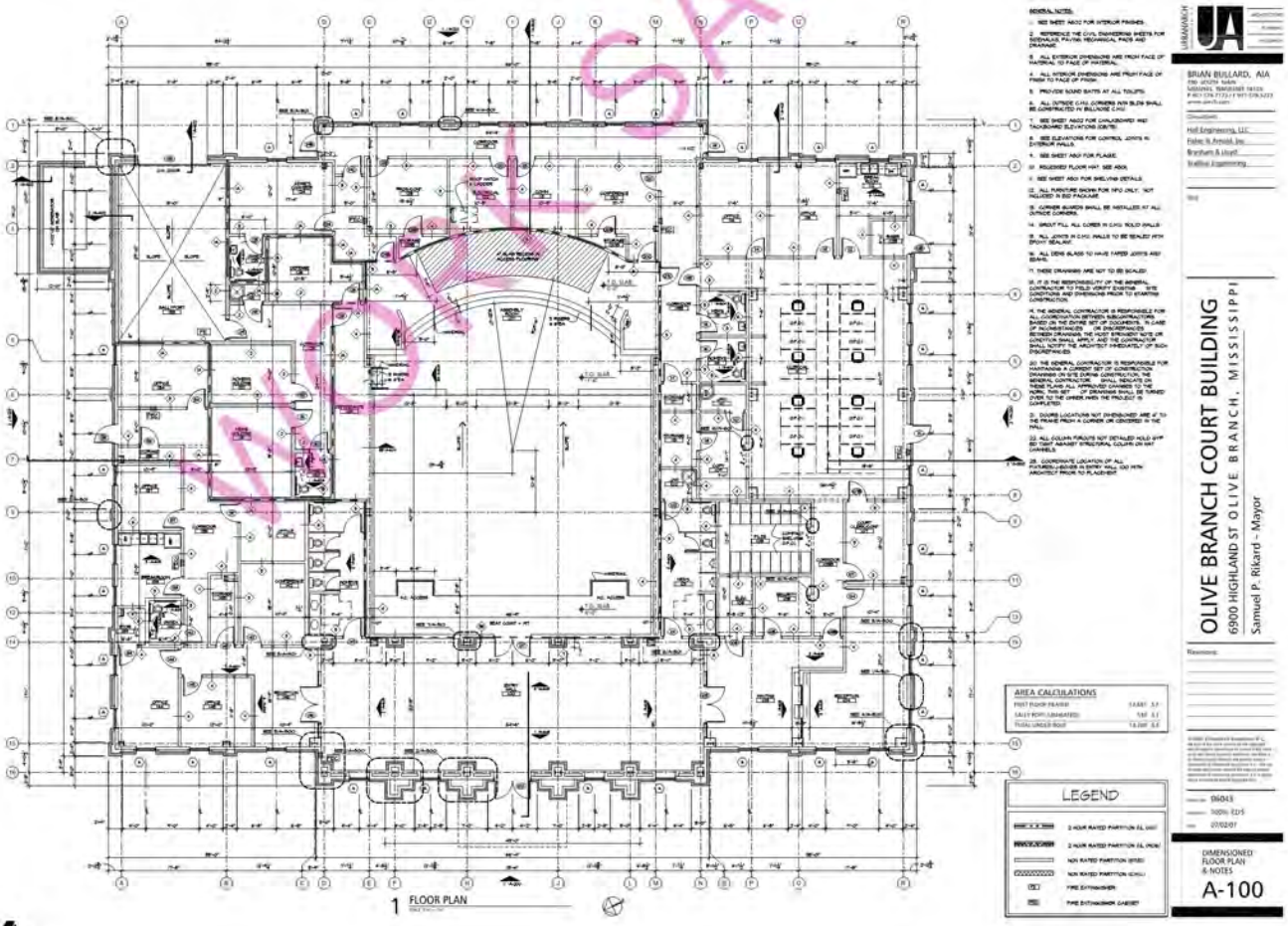
URBANARCH ASSOCIATES, INC
ARCHITECTURE
PLANNING
RESEARCH

BRIAN BULLARD, AIA
390 South Main
Memphis, Tennessee 38103
901.578.7173 - phone
901.578.5223 - fax

JULY 2, 2007
100% CONSTRUCTION DOCUMENTS

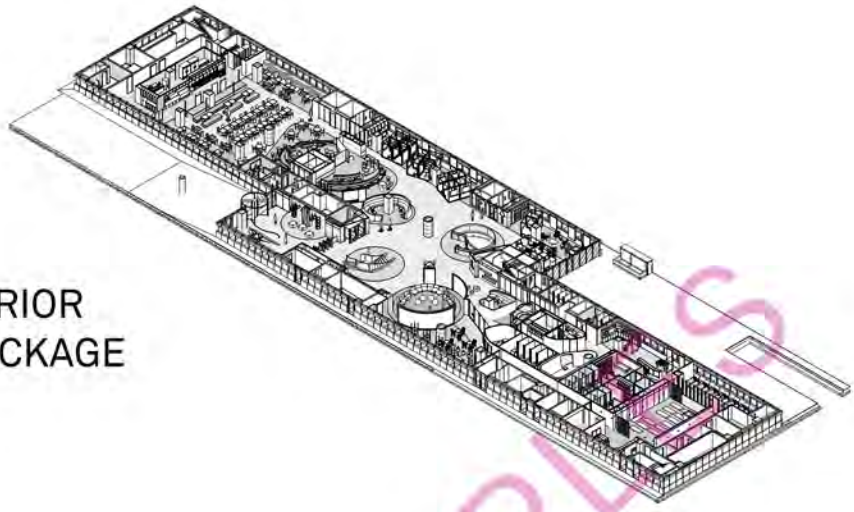
CITY OF OLIVE BRANCH
9200 Pigeon Roost
Olive Branch, Mississippi 38654
662.892.9200 - phone
662.892.9274 - fax

WORK SAMPLES



D. Other Information

建筑设计	Architecture	澳大利亚	Australia
室内设计	Interior Design	中国	China
景观设计	Landscape Architecture	香港特区	Hong Kong
城乡规划	Planning	新加坡	Singapore
城市设计	Urban Design	英国	United Kingdom
		美国	United States of America



RICS 05 _ L1 INTERIOR BASIC DESIGN PACKAGE

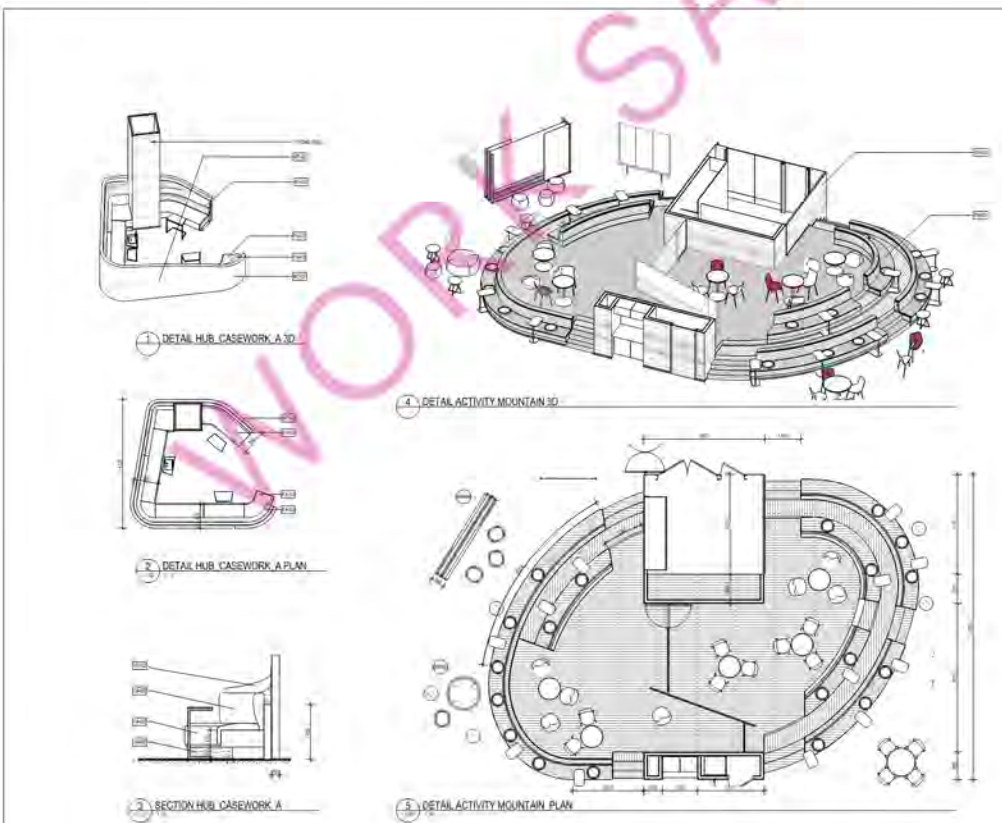
Prepared for [redacted]

2018.11.07
ADDENDUM REV. 1

2018.10.16
ISSUED FOR BASIC DESIGN

[redacted]

INDICATIVE ONLY - NOT FOR CONSTRUCTION



WORK SAMPLES

D. Other Information

CONNECT DEVELOPERS, LLC

HOME RESIDENCE

PERMIT SET

10/19/2022

OWNER: CONNECT DEVELOPERS, LLC

LANDSCAPE ARCHITECTURE: LANDSCAPE ARCHITECTURAL SERVICES, LLC

CIVIL: CRAIN ATLANTIS

ARCHITECTURE: CRAIN ATLANTIS

STRUCTURE: CRAIN ATLANTIS

MECHANICAL ELECTRICAL-PLUMBING: CRAIN ATLANTIS

WIND ZONE MAP

APPLICABLE CODES

LOCATION MAP

VICINITY AREA MAP

CRAIN ATLANTIS

PROJECT: HOME RESIDENCE

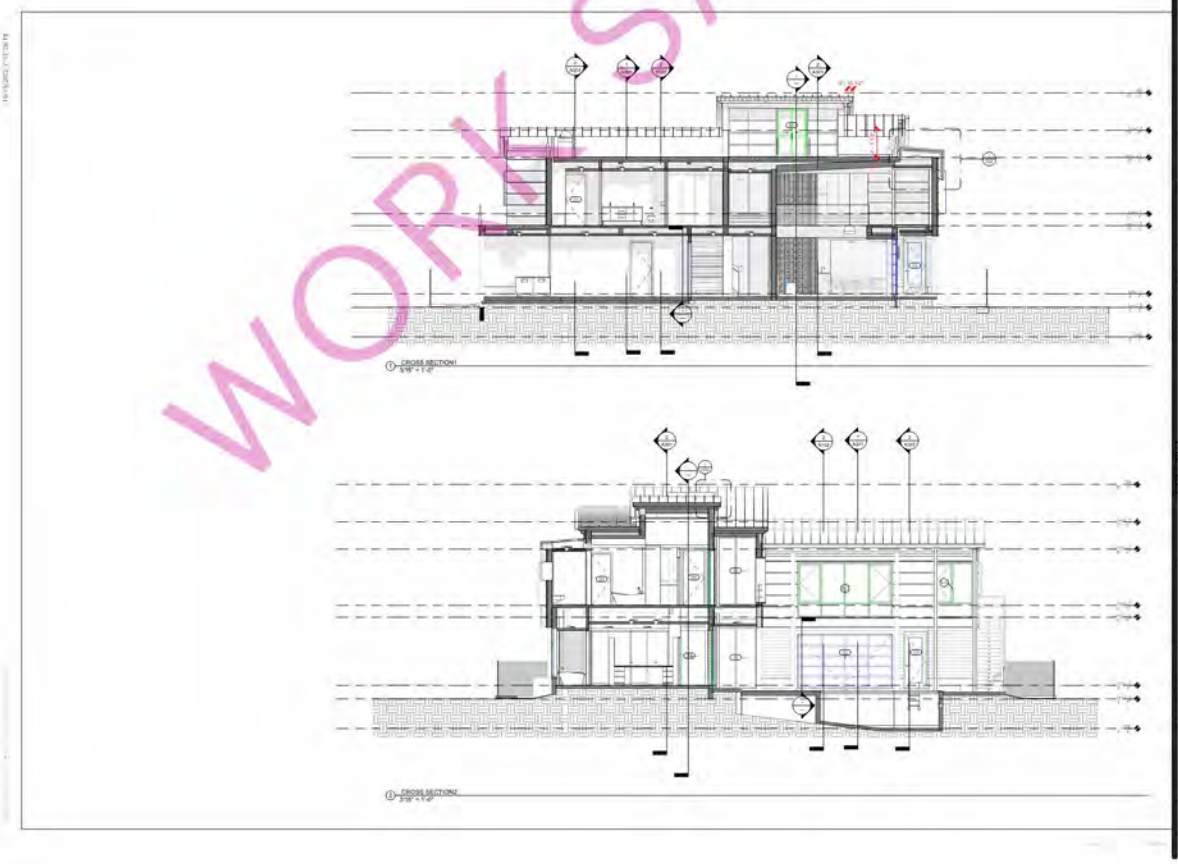
CLIENT: CONNECT DEVELOPERS, LLC

REVISIONS/ISSUES

No.	DESCRIPTION	DATE
1	INITIAL REVIEW SET	09/22/22
2	50% DRAWING SET	09/30/22
3	90% REVIEW SET 2	09/13/22

SHEET TITLE: COVER SHEET

SHEET NUMBER: CS



CROSS SECTION1

CROSS SECTION2

CRAIN ATLANTIS

PROJECT: HOME RESIDENCE

CLIENT: CONNECT DEVELOPERS, LLC

REVISIONS/ISSUES

No.	DESCRIPTION	DATE
1	INITIAL REVIEW SET	09/22/22
2	50% DRAWING SET	09/30/22
3	90% REVIEW SET 2	09/13/22

SHEET TITLE: BUILDING SECTIONS

SHEET NUMBER: A302

WORK SAMPLES

THE OLIVE BRANCH
POLICE HEADQUARTERS

OLIVE BRANCH, MISSISSIPPI
10470 HIGHWAY 178

MAYOR
SAMUEL P. RIKARD

BOARD OF ALDERMEN

GEORGE COLLINS
AUBREY COLEMAN
RANDY COWGILL
JOYCE HASLIP
MAURICE WALLACE
STEPHEN BENSON
DALE DICKERSON

URBANARCH ASSOCIATES, P.C. — ARCHITECTURE, PLANNING, RESEARCH

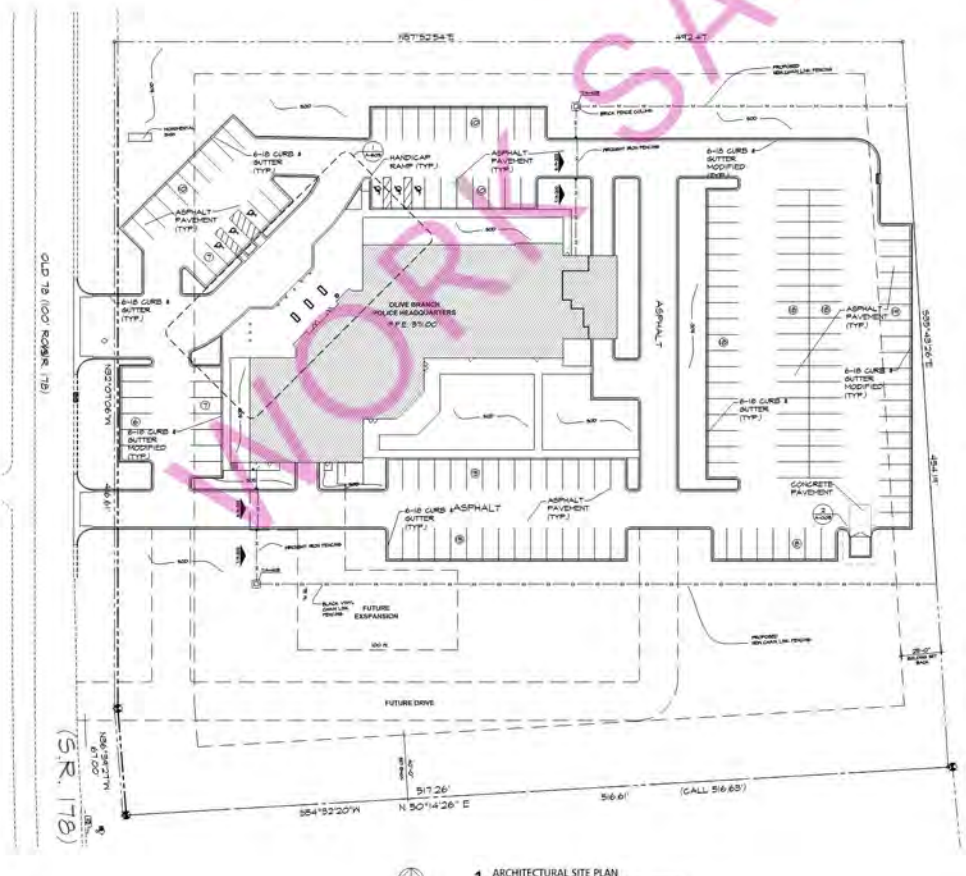
BRIAN BULLARD, AIA
390 South Main
Memphis, Tennessee 38103
901.578.7173 - phone
901.578.5223 - fax

JULY 2, 2007

100% CONSTRUCTION DOCUMENTS

CITY OF OLIVE BRANCH
9200 Pigeon Roost
Olive Branch, Mississippi 38654
662.892.9200 - phone
662.892.9274 - fax

WORK SAMPLES



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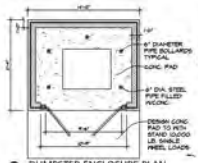
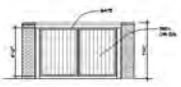
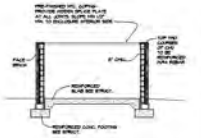


2 DUMPSTER ENCLOSURE PLAN



3 DUMPSTER ENCLOSURE ELEVATION



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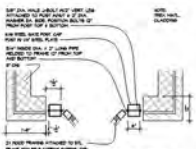
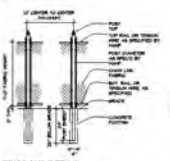


5 DUMPSTER GATE JAMB DETAIL



6 FENCING DETAIL

BRIAN BULLARD, AIA
390 SOUTH MAIN
MEMPHIS, TENNESSEE 38103
P 901.578.7173 / F 901.578.5223
www.urch.com

Consultants:
Hall Engineering, LLC
Fisher & Arnold, Inc.
Branham & Lloyd
Tadsen & Associates

OLIVE BRANCH POLICE FACILITY
10470 HWY 178 OLIVE BRANCH, MISSISSIPPI
Samuel P. Rikard - Mayor

Revisions

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Project No. 06042
Issued for: 100% CDS
Date: 07/02/07

ARCHITECTURAL SITE PLAN/ DUMPSTER DETAILS

A-003

RFQ EXHIBIT "A"
PUBLIC ENTITY CRIMES STATEMENT
UNDER § 287.133, FLORIDA STATUTES

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by Eric J. Dempsey, Principal Owner
(print individual's name and title)

for ERIC DEMPSEY ARCHITECT, LLC
(print name of entity submitting sworn statement)

whose business address is 410 Evernia Street, Apt. 617
West Palm Beach, Florida 33401

and (if applicable) its Federal Employer Identification Number (FEIN) is: 93-2463406

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: n/a)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

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

D. Other Information

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

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Eric Dempsey
_____
(Signature)

The foregoing document was sworn and subscribed before me this 11 day of December, 2023 by Eric J. Dempsey, who is personally known to me or produced _____ as identification.

Abby Confortti
_____
Notary Public
My Commission Expires: 4/10/27

Abby Confortti

ABBY CONFORTTI
Notary Public
State of Florida
Comm# HH385037
Expires 4/10/2027

RFQ EXHIBIT "B"
DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids or proposals which are equal with respect to price, quality, and service are received by any political subdivision for the procurement of commodities or contractual services, a bid or proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid or proposal 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 or proposal, 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 firm complies fully with the above requirements.

E. Dempsey

Proposer's Signature

December 10, 2023

Date

RFQ EXHIBIT "C"
SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

This sworn statement is submitted to the Village of North Palm Beach, Florida

by Eric J. Dempsey, Principal Owner
(print individual's name and title)
for ERIC DEMPSEY ARCHITECT, LLC
(print name of entity submitting sworn statement)

whose business address is 410 Evernia Street, Apt. 617
West Palm Beach, Florida 33401

and (if applicable) its Federal Employer Identification Number (FEIN) is: 93-2463406

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: n/a)

1. I hereby certify that the above-named entity:

A. Does not participate in the boycott of Israel; and

B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

A. Is not on the Scrutinized Companies with Activities in Sudan List; and

B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over $1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

D. Other Information

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

Eric Dempsey

(Signature)

The foregoing document was sworn and subscribed before me this 11 day of December, 2023 by Eric J. Dempsey, who is personally known to me or produced _____ as identification.

Abby Confortti

Abby Confortti

Notary Public

My Commission Expires: 4/10/27

ABBY CONFORTTI
Notary Public
State of Florida
Comm# HH385037
Expires 4/10/2027

RFQ EXHIBIT "D"
SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(a), FLORIDA STATUTES, ON DISCRIMINATION

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by Eric J. Dempsey
(print individual's name and title)
for ERIC DEMPSEY ARCHITECT, LLC
(print name of entity submitting sworn statement)

whose business address is 410 Evernia Street, Apt. 617
West Palm Beach, Florida 33401

and (if applicable) its Federal Employer Identification Number (FEIN) is: 93-2463406

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: n/a)

2. I understand that "discrimination" as defined in Section 287.134(1)(b), Florida Statutes, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion.

3. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of an entity that discriminated; or

b. An entity under the control any natural person who is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another entity, or the pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity.

4. I understand that an "entity" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

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

☆ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been placed on the discriminatory vendors list.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives,

partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the discriminatory vendors list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Eric Dempsey
_____
(Signature)

The foregoing document was sworn and subscribed before me this 11 day of December, 2023 by Eric J. Dempsey, who is personally known to me or produced _____ as identification.

Abby Confortti
_____
Notary Public
My Commission Expires: 4/10/27

ABBY CONFORTTI
Notary Public
State of Florida
Comm# HH385037
Expires 4/10/2027

GALLOHERBERT.COM

VILLAGE OF NORTH PALM BEACH

REQUEST FOR QUALIFICATIONS

ARCHITECTURAL CONSULTANT CONTINUING SERVICES CONTRACT 2023

GHA
GALLO HERBERT ARCHITECTS

GALLO HERBERT ARCHITECTS
1311 W. NEWPORT CENTER DRIVE, SUITE A
DEERFIELD BEACH, FL 33442
954.794.0300

GHA
GALLO HERBERT ARCHITECTS

December 20, 2022

Village of North Palm Beach
501 US Highway One
North Palm Beach, Florida 33408-4906

RE: REQUEST FOR QUALIFICATIONS ARCHITECTURAL CONSULTANT CONTINUING SERVICES CONTRACT 2023

Dear Selection Committee Members:

We are delighted to present the qualifications of Gallo Herbert Architects (GHA) in response to the Architectural Consultant Continuing Services Contract RFQ. Our goal is to showcase GHA as the most qualified firm for the project.

GHA takes pride in its established track record of delivering similar services with utmost efficiency and professionalism. Operating locally, our dedicated staff and consulting team possess extensive knowledge, contributing to our impeccable service history in North Palm Beach since 1988. This enduring commitment reflects our successful performance and enduring client relationships.

Outlined in our response is detailed information about GHA, emphasizing our proficiency in executing renovations and additions within specified schedules and budgets while creating optimal and aesthetically pleasing working environments. We place a significant emphasis on cost control methodologies.

GHA excels in providing a comprehensive range of architectural services, including:

- Review of Site Plans and Contract Documents
- Site Feasibility Studies
- Site Development and Master Planning
- Project Design and Construction Admin.
- Remodel and Renovation Design
- Drawings and Specifications
- Hurricane Hardening
- 40-Year Building Re-Certifications
- Historic Preservation Consulting
- ADA/UFAS/FBCADA Analysis and Redesign
- Cost Estimating and Review
- Property Inspections and Due Diligence
- Sustainable Design
- Permitting and Approval Liaison Services
- Owner Authorized Representation

For each assignment, our comprehensive services include government processing, development application processing, project and acquisition due diligence, programming, space and site planning, schematic design, design development, contract documents, permit and bid assistance, contract administration, and feasibility analysis. Additionally, GHA offers in-house interior design, feasibility inspections, and estimating services to better serve our clients.

Confident in our ability to fulfill the objectives of the RFQ and responsive to all professional service requirements, GHA is prepared to elaborate further on our capabilities. We eagerly anticipate a favorable response and the opportunity to discuss how GHA can contribute to the success of the project.

Thank you for considering Gallo Herbert Architects for this significant opportunity.

Respectfully submitted

AIA

Brian P. Herbert, AIA LEED AP
President

GHA
GALLO HERBERT ARCHITECTS

TABLE OF PROPOSAL CONTENTS.

04 **TAB 1.** CONSULTANT INFORMATION

19 **TAB 2.** CONSULTANT TECHNICAL QUALIFICATIONS

30 **TAB 3.** MISCELLANEOUS INFORMATION

TAB•1

CONSULTANT INFORMATION

CONTACT INFORMATION & CORPORATE STATUS

Company Name & Address | Location Of Office Proposed To Provide Services:
Gallo Architects & Development Consultants, Inc. / D.B.A Gallo Herbert Architects
1311 West Newport Center Drive, Suite A
Deerfield Beach, FL 33442
P.954.794.0300
F. 954.794.0301

Main Contact For This Project:
Brian P. Herbert, AIA, LEED AP
bherbert@galloherbert.com
954.794.0300

Services:
- Architectural/Engineering Services
- Food Service Design and Specifications
- Owners Authorized Representative Services
- Project Management
- Development Consulting
- Feasibility Studies/Concept Design
- Due Diligence
- Master Planning/Urban Design
- Existing Conditions Analysis
- Government Processing
- Interior Design
- Building Modeling
- LEED Consulting
- Expert Testimony/Dispute Resolution
- Trade Dress Design
- Prototype Adaptation

Compensation:
Payment for projects will be structured either as a lump sum, task-by-task basis for projects with a defined scope of work, or on an hourly basis for projects without a predetermined scope of work.

State of Florida
Department of State

I certify from the records of this office that GALLO ARCHITECTS & DEVELOPMENT CONSULTANTS, INC. is a corporation organized under the laws of the State of Florida, filed on May 1, 1995, effective May 1, 1995.

The document number of this corporation is P95000035060.

I further certify that said corporation has paid all fees due this office through December 31, 2013, that its most recent annual report/uniform business report was filed on January 29, 2013, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this is the Twenty-ninth day of January, 2013

Ken Detzner
Secretary of State

Authentication ID: [illegible]

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

https://efile.sunbiz.org/certificate.html

APPLICATION FOR REGISTRATION OF FICTITIOUS NAME
REGISTRATION# G13000028096
Fictitious Name to be Registered: GALLO HERBERT ARCHITECTS

Mailing Address of Business: 1311 WEST NEWPORT CENTER DRIVE
SUITE A
DEERFIELD BEACH, FL 33442

Florida County of Principal Place of Business: BROWARD

FEI Number: 65-0562009

Owner(s) of Fictitious Name:

GALLO ARCHITECTS & DEVELOPMENT CONSULTANTS, INC.
1311 WEST NEWPORT CENTER DR., #A
DEERFIELD BEACH, FL 33442
Florida Document Number: P95000035060
FEI Number: 65-0562009

FILED
Mar 21, 2013
Secretary of State

[illegible]

BRIAN P. HERBERT
Electronic Signature(s)

Date:

Certificate of Status Requested (X) Certified Copy Requested (X)

FIRM HISTORY

OUR PROFILE

Gallo Herbert Architects (GHA), formally known as Gallo Architects & Development Consultants, Inc. (GADC) was founded in 1988 by William J. Gallo, AIA. Since 1988, GHA evolved into a series of owned affiliates providing a multitude of services centered around the development process for institutional and corporate clients throughout the Southeastern United States.

The history of GHA dates back to William J. Gallo founding an architecture and construction management firm in 1973 with offices in New Jersey, Pennsylvania and Florida. During this time the firm specialized in residential, healthcare, long-term care design and educational facilities. William J. Gallo expanded his expertise to development economics and fixed asset management, architecture, planning and services to development management, owners representation, expert testimony and feasibility analysis. This company worked in collaboration with newly added affiliates for construction and development. In 1999, GADC expanded and Brian P. Herbert, AIA, joined the firm as a Principal. Brian brought special expertise to the company based upon his many years of experience in planning, site design, interior design and A/E services. Today the firm operates under the name Gallo Herbert Architects (GHA), with Brian as its President and Bill as its CEO. The expertise of these two individuals guides the talented professional staff in the total process of development from site acquisition to finished product.

FINANCIAL STATEMENTS

GALLO ARCHITECTS AND DEVELOPMENT CONSULTANTS, INC.
(D/B/A GALLO HERBERT ARCHITECTS)

COMPILED FINANCIAL STATEMENTS

December 31, 2020

MHM

FINANCIAL STATEMENTS

Mayer Hoffman McCann P.C.
2255 Glades Road, Suite 321A • Boca Raton, FL 33431
Main: 561.994.5050 • Fax: 561.241.0071 • mhmcpa.com

ACCOUNTANTS' COMPILATION REPORT

To the Stockholder

Gallo Architects and Development Consultants, Inc.
(d/b/a Gallo Herbert Architects)

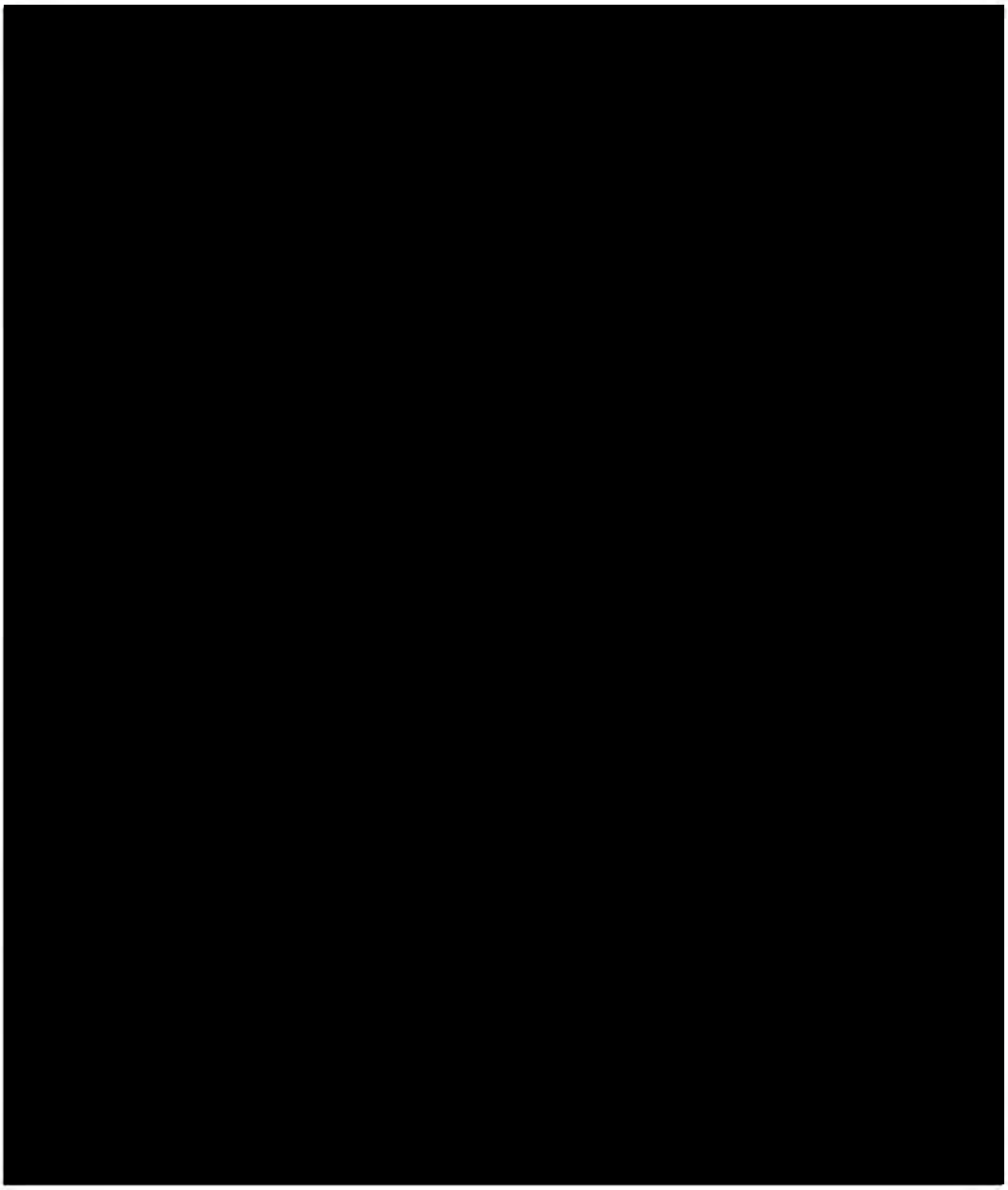
Management is responsible for the accompanying financial statements of Gallo Architects and Development Consultants, Inc. (d/b/a Gallo Herbert Architects) (the "Company"), which comprise the balance sheet as of December 31, 2020, and the related statement of income and stockholder's equity for the year then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Mayer Hoffman McCann P.C.

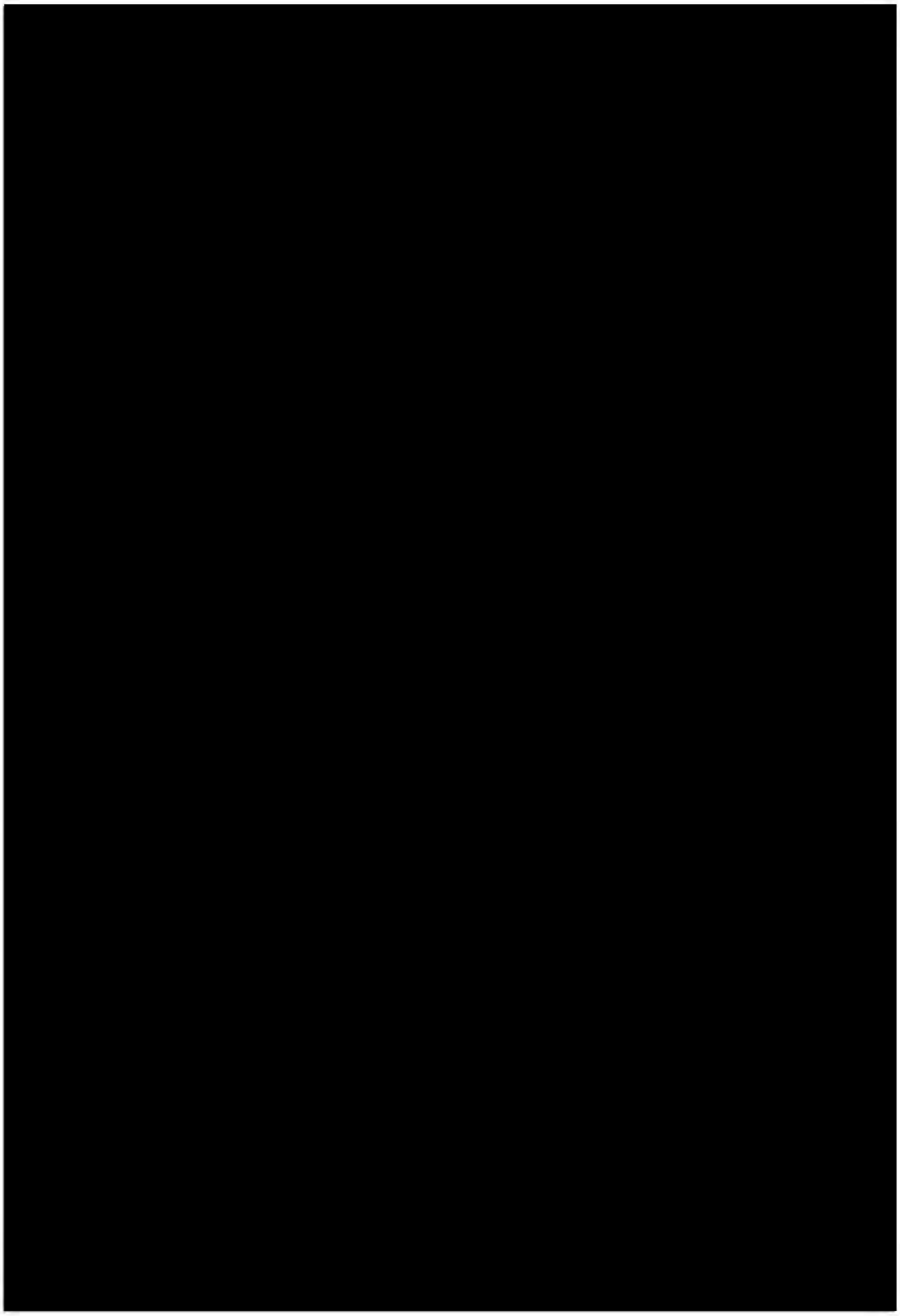
Boca Raton, Florida
March 24, 2021

FINANCIAL STATEMENTS



See Accountants' Compilation Report

FINANCIAL STATEMENTS



FINANCIAL STATEMENTS

GALLO ARCHITECTS AND DEVELOPMENT CONSULTANTS, INC.
(D/B/A GALLO HERBERT ARCHITECTS)

COMPILED FINANCIAL STATEMENTS

December 31, 2021

FINANCIAL STATEMENTS

Mayer Hoffman McCann P.C.
2255 Glades Road, Suite 321A • Boca Raton, FL 33431
Main: 561.361.3000 • Fax: 561.241.0071 • mhmcpa.com

ACCOUNTANTS' COMPILATION REPORT

To the Stockholder

Gallo Architects and Development Consultants, Inc.
(d/b/a Gallo Herbert Architects)

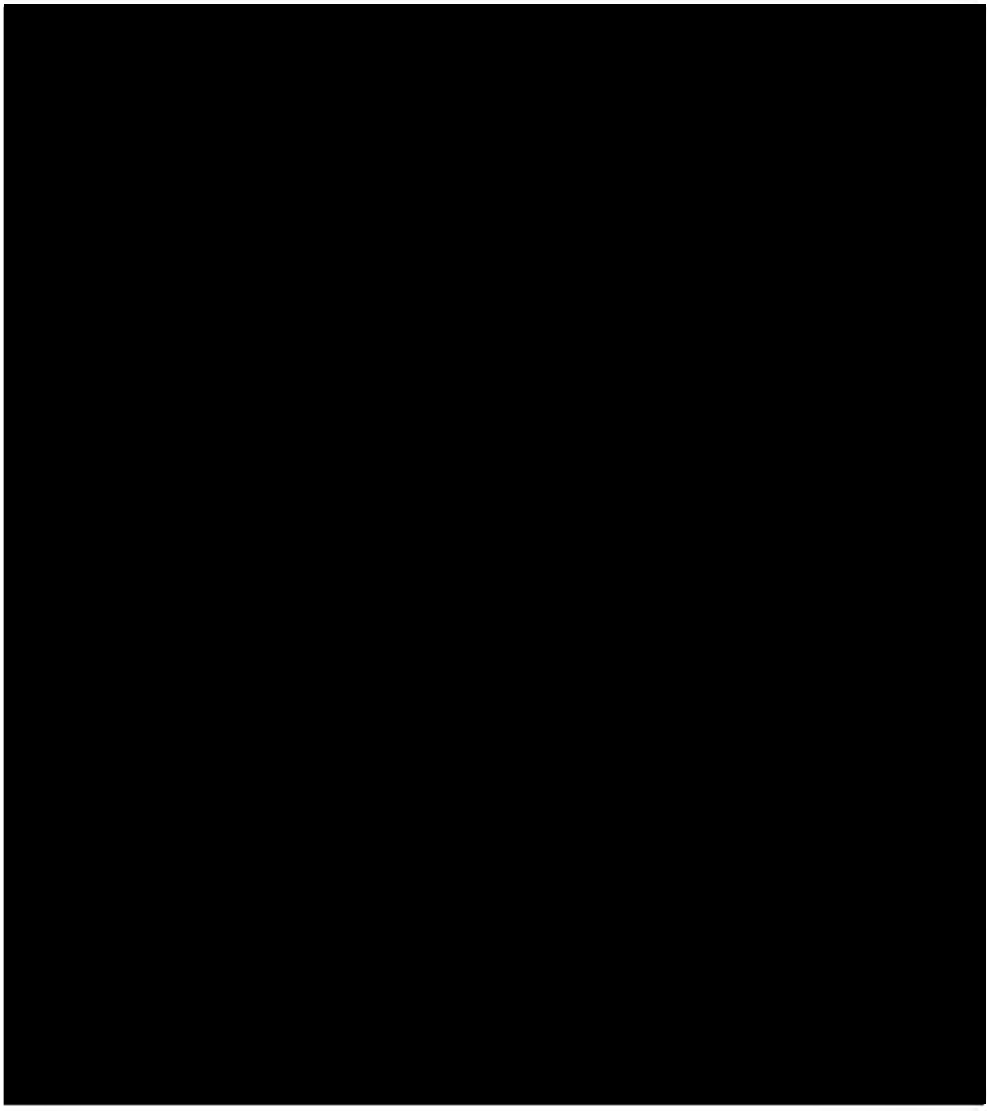
Management is responsible for the accompanying financial statements of Gallo Architects and Development Consultants, Inc. (d/b/a Gallo Herbert Architects) (the "Company"), which comprise the balance sheet as of December 31, 2021, and the related statement of income and stockholder's equity for the year then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Mayer Hoffman McCann P.C.

Boca Raton, Florida
March 1, 2022

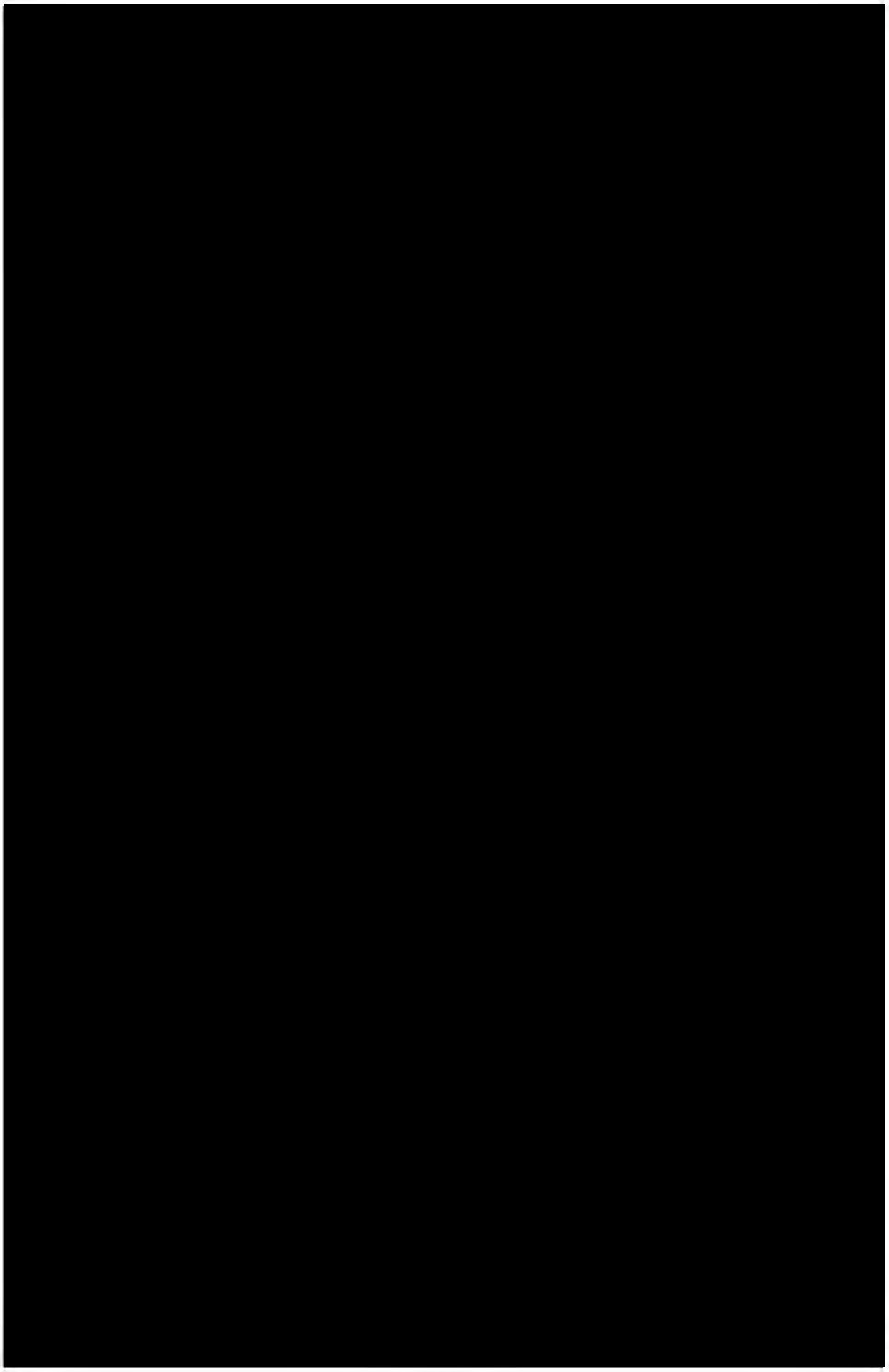
FINANCIAL STATEMENTS



See Accountants' Compilation Report

-2-

FINANCIAL STATEMENTS



-3-

FINANCIAL STATEMENTS

GALLO ARCHITECTS AND DEVELOPMENT CONSULTANTS, INC.
(D/B/A GALLO HERBERT ARCHITECTS)

COMPILED FINANCIAL STATEMENTS

December 31, 2022

FINANCIAL STATEMENTS

Mayer Hoffman McCann P.C.
2255 Glades Road, Suite 321A • Boca Raton, FL 33431
Main: 561.994.5050 • Fax: 561.241.0071 • mhmcpa.com

ACCOUNTANTS' COMPILATION REPORT

To the Stockholder

Gallo Architects and Development Consultants, Inc.
(d/b/a Gallo Herbert Architects)

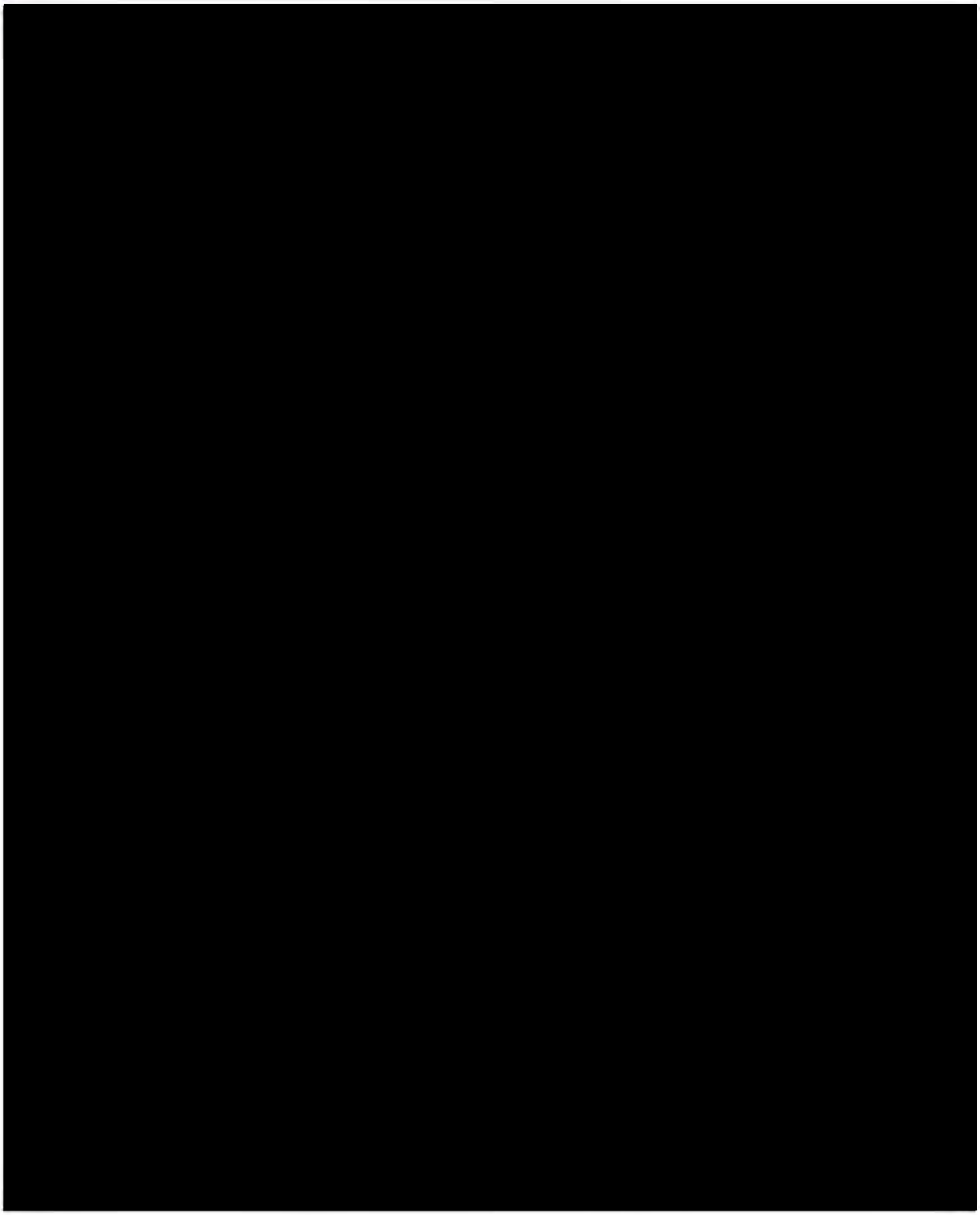
Management is responsible for the accompanying financial statements of Gallo Architects and Development Consultants, Inc. (d/b/a Gallo Herbert Architects) (the "Company"), which comprise the balance sheet as of December 31, 2022, and the related statement of income and stockholder's equity for the year then ended in accordance with accounting principles generally accepted in the United States of America. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

Management has elected to omit substantially all the disclosures and the statement of cash flows required by accounting principles generally accepted in the United States of America. If the omitted disclosures and the statement of cash flows were included in the financial statements, they might influence the user's conclusions about the Company's financial position, results of operations, and cash flows. Accordingly, the financial statements are not designed for those who are not informed about such matters.

Mayer Hoffman McCann P.C.

Boca Raton, Florida
April 13, 2023

FINANCIAL STATEMENTS



See Accountants' Compilation Report

-2-

TAB·2

CONSULTANT TECHNICAL QUALIFICATIONS

AREAS OF EXPERTISE

MARINE ENVIRONMENTAL EDUCATION CENTER, TURTLE SANCTUARY AT THE HISTORIC CARPENTER HOUSE | DANIA, FL

The original pool was converted into a sanctuary for turtles, and part of the first floor was renovated to accommodate student live/work spaces. Moreover, a section of the garage was converted into a public education area. The grounds were redesigned to function as a public education venue. Throughout these renovations, close coordination was maintained with multiple jurisdictional agencies, including the County Historic Preservation Board, the State Office of Historic Preservation, the Florida Wildlife Commission, the Army Corps of Engineers, the City of Hollywood, and Nova Southeastern University.

CITY OF PARKLAND | CITY HALL | PARKLAND, FL

This project entailed enlarging the current building by an extra 3,000 square feet. The expansion was designed to provide supplementary space for the Building Department, along with dedicated areas for the City's record retention files. The Commission granted the design contract for the expansion to GHA, while Lynx Construction Management was tasked with overseeing the construction. The project reached completion in 2019.

CITY OF LIGHTHOUSE POINT | OWNERS AUTHORIZED REP. | LIGHTHOUSE POINT, FL

Gallo Herbert Architects, as the Owners Authorized Representative for The City of Lighthouse Point, oversees various projects including a two-story Fire Station/EMOC Center, a Community Center at Dan Witt Park, a Public Works Fleet Maintenance Building, renovation of the existing Public Works Building, and the construction of a second-floor Community Room in the Library. The firm handles feasibility analysis, design professional and construction manager selection, concept design, schedule and budget control, document coordination, code compliance oversight, and contract administration during construction.

AREAS OF EXPERTISE

NOEL P. BROWN SPORT CENTER II, NOEL P BROWN SPORTS CENTER I RENOVATION, COMPETITION POOL | DAVIE, FL

The NSU Sports Center II Complex was a multi-phased development plan that included the full renovation of the 50,000 square foot Noel P. Brown Sports Center I athletic building and the design and construction of the new 54,000 square foot Noel P. Brown Sports Center II Athletic Center and NSU Competition Pool and Aquatics Center.

JOHN KNOX VILLAGE | OWNERS AUTHORIZED REP. | POMPANO BEACH, FL

Gallo Herbert Architects is the Owners Authorized Representative for John Knox Village since 2010. As such the firm is responsible for Managing the following projects: Master Plan, Village Center, The Woodlands Skilled Nursing Facility, Resort Pool Complex, Welcome & Innovation Center, Pavilion Performing Arts Center and 150 unit Independent Living Tower.

CITY OF PARKLAND | QUIGLEY PARK TENNIS CENTER | PARKLAND, FL

A new 6,000 to 8,000 S.F. Tennis Center Master Plan with 12 clay courts and 1 grand stand style court. The facility provided a reception area, employee office's and lounge space, men's and women's restroom areas with access from both the interior and exterior of the building. Also, the facility has an A/C enclosed area for the summer tennis camp for capacity up to 40 occupants and an exterior shaded area adjacent to the building with tables and chairs in front of the grand stand style court. A remote storage building will be provided for material and equipment maintenance of the tennis courts.

ORGANIZATIONAL CHART

ARCHITECTURE TEAM

Brian P. Herbert
AIA, LEED AP
Principal-in-Charge

John E. Tice
AR
Project Architect

Alain Dezii
Project Manager

Angelica Bueno
Construction
Administration

Sub-Consultants

B & K
Engineering
MEP Engineer

Bryntesen
Structural
Engineers
Structural
Engineer

EXPERIENCE

- **LIGHTHOUSE POINT FIRE STATION OAR**
  OAR SERVICES FOR A NEW FIRE STATION/EMOC
  LIGHTHOUSE POINT, FL
  SIZE | 18,100 SF / TWO-STORY
  COMPLETION DATE | 2023

- **CITY OF PARKLAND, CITY HALL**
  EXPANSION OF EXISITING BLDG
  PARKLAND, FL
  SIZE | 3,000 SF
  COMPLETION DATE | 2019

- **CITY OF PARKLAND, QUIGLEY PARK**
  TENNIS CENTER MASTER PLAN
  PARKLAND, FL
  SIZE | 8,000 SF
  COMPLETION DATE | 2020

- **CITY OF DANIA BEACH, CARPENTER HOUSE**
  HISTORIC HOUSE RENOVATION
  DANIA BEACH, FL
  SIZE | 4,400 SF
  COMPLETION DATE | 2021

- **JOHN KNOX VILLAGE**
  OWNER'S AUTHORIZED REP
  POMPANO BEACH, FL
  SIZE | 70 ACRE SITE
  COMPLETION DATE | ON-GOING

- **NOVA SOUTHEASTERN UNIVERSITY**
  NOEL P. BROWN SPORTS CENTER II
  FORT LAUDERDALE, FL
  SIZE | 54,000 SF
  COMPLETION DATE | 2020

- **JOHN KNOX VILLAGE**
  COMMUNITY CENTER
  POMPANO BEACH, FL
  SIZE | 6,900 SF
  COMPLETION DATE | 2021

GALLO HERBERT ARCHITECTS

BRIAN P. HERBERT, AIA, LEED AP
PRINCIPAL-IN-CHARGE

PROFILE

Brian P. Herbert, AIA, LEED AP is President of Gallo Herbert Architects. He is responsible for overall project coordination and production within the office. Brian also monitors the progress of jurisdictional agency approvals and provides expert opinion, dispute resolution services and project consulting services. Brian specializes in planning projects, site development, municipal grant applications and the government processing of ground-up developments.

SKILLS

Experience
26 years

Licenses
Registered Architect: FL, OH, CO, NC, TX, CO & MI

Education
Bachelor of Architecture, 1990, Florida A&M University, Tallahassee, FL

EXPERIENCE

- **CIRRUS AIRCRAFT, KISSIMMEE, FL**
  HANGAR RENOVATION
  14,300 SF
  $1.2 MILLION

- **DAHER AIRCRAFT SALES, POMPANO BEACH, FL**
  SALES, SERVICE & DELIVERY CENTER
  32,000 SF
  $1.3 MILLION

- **POMPANO BEACH AIRPARK, POMPANO BEACH, FL**
  HANGAR RENOVATION
  BUILDING A= 28,800 SF | BUILDING B= 21,780 SF |
  BUILDING C= 19,800 SF
  $2.1 MILLION

- **AMERICAN FLYER'S, POMPANO BEACH, FL**
  TRAINING FACILITY
  15,120 SF
  $2.5 MILLION

- **SARASOTA AIRPORT AUTHORITY, SARASOTA, FL**
  FEASIBILITY – SRQ HANGARS
  PLANNING – CIRRUS SALES AND TRAINING CENTER

- **NOVA SOUTHEASTERN UNIVERSITY, DAVIE, FL**
  FEASIBILITY – DESANTIS BUILDING MASTER PLAN
  FULL SERVICE – SPORTS CENTER PLANNING
  BOLDT CANCER CENTER

- **CATHOLIC HEALTH SERVICES, LAUDERDALE LAKES, FL**
  FEASIBILITY – ALF HOSPICE
  FULL SERVICE – ST. ANTHONY'S REHAB CENTER
  PLANNING – MASTER PLAN FOR ST. ANDREW'S

JOHN E. TICE, AR
PROJECT MANAGER

PROFILE

John E. Tice is Vice President of the firm. John brings 30+ years of experience to our team. He started as an entry level draftsman in 1979 and progressed through all positions to ultimately become the Principal of his own firm in 1994. John has designed and managed numerous aviation, industrial, transportation and commercial/residential projects in Florida. His experience as Principal and Owner of an architectural firm provided him the opportunity to lead the design and engineering teams in the development of large and highly specialized transportation projects.

SKILLS

Experience
30 years / 10 Years with GHA / 30 Years in FL

Licenses
Registered Architect: FL, GA, LA

Education
Bachelor of Architectural Design
University of Florida,
Gainesville, FL

EXPERIENCE

- **JOHNSON & WALES UNIVERSITY, NORTH MIAMI, FL**
  STUDENT ATHLETIC CENTER
  250,0000 SF
  $1,500.000

- **CITY OF LAUDERHILL, LAUDERHILL, FL**
  CENTRAL PARK
  NEW PARK AND CRICKET FIELDS

- **FLORIDA INTERNATIONAL UNIVERSITY, NORTH MIAMI, FL**
  FIELD HOUSE & MULTI-PURPOSE PRACTICE FIELD
  $1,575.000

- **CITY OF PARKLAND, PARKLAND, FL**
  QUIGLEY PARK & TENNIS CENTER
  8,000 SF
  $650,000

- **FLORIDANS SPORTS PARK, POMPANO BEACH, FL**
  SOCCER FIELD
  $1,400.000

- **LAKE WORTH BEACH PARK, LAKE WORTH, FL**
  PICNIC STRUCTURES, TOILET ROOM STRUCTURES, COMMUNITY CENTER UPGRADE

- **DR. VON D. MIZELL-EULA JOHNSON STATE PARK, NORTH MIAMI, FL**
  FIRST ZERO ENERGY STATE PARK IN FLORIDA
  $683,521

- **JOHN KNOX VILLAGE, POMPANO BEACH, FL**
  COMMUNITY CENTER
  6,900 SF
  $2,700,000

GALLO HERBERT ARCHITECTS

ALAIN DEZII
PROJECT MANAGER

PROFILE

Alain studied architecture at the University of Talence in Bordeaux, France in 1983 and completed his training at Florida Atlantic University where he received his Bachelor of Architecture professional degree and completed his NCARB post graduate internship requirements. He is a licensed builder with the State of Florida and Certified in CPTED design. Alain has worked for various South Florida architectural firms since 1985, GHA since 2001, and has a vast array of experience in governmental, educational and commercial projects. Alain started working with Gallo Herbert Architects in 2001. He is both creative and pragmatic in his design approach.

SKILLS

Experience
27 years

Education
Bachelor of Architecture, 1983
Florida Atlantic University

EXPERIENCE

- **RIVERWALK APARMENTS**
  HOMESTEAD, FL
  AFFORDABLE HOUSING
  112 UNITS

- **PROSPECT PARK APARTMENTS**
  TAMARAC, FL
  AFFORDABLE HOUSING
  125 UNITS

- **ELAM CREEK APARTMENTS**
  DALLAS, TX
  NEW AFFORDABLE HOUSING
  204 UNITS

- **ROLLING HILLS GRADUATE DORMITORY**
  FORT LAUDERDALE, FL
  COLLEGE DORMITORY
  373 UNITS

- **ARBOR GREEN TOWNHOMES**
  DEERFIELD BEACH, FL
  MULTI-FAMILY HOUSING
  41 UNITS

GALLO HERBERT ARCHITECTS

ANGELICA BUENO
CONSTRUCTION ADMINISTRATION

PROFILE

Over twenty-five (25) years of responsible experience in architectural design, construction documents administration, project management, urban planning and economic development of communities, including service in both the private and public sectors, incorporating sustainable/ environmental strategies and implementing policies and procedures; utilizing funds through Capital Improvements Projects (CIP), Grants and Community Redevelopment Areas (CRA) programs.

SKILLS

Experience
25 years

Education
Bachelor of Architecture &
Urban Design, 1985
Ricardo Palma Private University
Lima, Peru

AVAILABILITY

Our firm is committed to ensuring the seamless execution of architectural tasks throughout the duration of the contract. Our key personnel, including experienced architects and project managers, have demonstrated a high level of dedication and are fully available to contribute their expertise to the successful completion of the project. We prioritize open communication and collaboration to address any challenges that may arise, ensuring a proactive and responsive approach to meeting the client's needs. Our team's availability is structured to align with the project timeline, ensuring a consistent and reliable presence to deliver quality architectural solutions.

PROJECT NAME	TOTAL FEE AMOUNT	FEE REMAINING
CITY FURNITURE- ALTAMONTE	$589,304.98	$292,708.09
JKV MASTER PLAN SUPPORT	$1,528,000.00	$397,996.35
OAR - FIRE STATION/EMOC & COMMUNITY CENTER	$199,975.00	$116,670.00
STOF - SENIOR CENTER & HURRICANE SHELTER	$1,606,000.00	$865,250.00
STOF - SENIOR CENTER & HURRICANE SHELTER	$86,167.04	$12,039.73
GMG- PANTRY AND SENIOR HOUSING- FTL	$10,000.00	$2,500.00
MARQUIS HEALTH – 135 BED SNF – MIAMI	$1,350,500.00	$942,800.00
POMPANO AIR PARK PARCEL Y	$120,000.00	$7,000.00
CF Daytona	$651,748.00	$611,411.75
Heart of Boynton - Police Substation	$25,500.00	$5,000.00
BC - Griffin Gardens II - RFQ No. 21-303	$251,390.00	$95,000.00
NSU - Soccer Field Modular Restrooms	$31,100.00	$8,000.00
NSU - Business College Trading Floor	$198,790.00	$28,722.50
JIG - PS Dixie Renovations	$73,250.00	$5,875.00
SHAG - Palms of Deerfield Townhouses	$70,000.00	$15,000.00
St. Maximilian Kolbe	$25,000.00	$15,800.00
Smartstop Self Storage - Lake Worth	$98,500.00	$96,700.00
MBA - Popeyes Windemere	$63,000.00	$50,500.00
Deerfield Beach Boutique Hotel	$297,650.00	$270,150.00
Bimini Big Game Club Master Plan	$55,500.00	$37,620.00

TECHNICAL CAPABILITIES & EXPERIENCE

Gallo Herbert Architects (GHA), with **over 35 years of experience**, provides comprehensive architectural services in Florida. Our mission goes beyond conventional architecture, covering the entire development process, including due diligence, programming, design, permitting, construction, and commissioning. We excel in master planning, urban design, financial analysis, and evaluating existing structures.

To align with the RFQ requirements, it's essential to highlight our ongoing involvement in similar Florida projects, emphasizing functionality within strict timelines and budgets. GHA integrates technical components with fiscal prudence, employing a structured and innovative methodology.

Our work plan includes:

- Program Development: GHA rigorously tests program parameters and secures unanimous program approval from clients and communities.
- Design Consensus: We facilitate "design charrette meetings" to attain consensus on design solutions using computer-generated renderings.
- Business Case Integration: GHA contributes to the project's "business case," identifying and agreeing upon financial parameters for fiscal competence.
- Due Diligence Expertise: With over three decades of due diligence services, GHA excels in investigating site conditions and infrastructure.
- QA/QC: GHA implements a robust QA/QC process with documented guidelines at each design phase, ensuring the highest quality service.
- Project Coordination: Coordination reviews and internal design meetings, overseen by a designated quality control reviewer, ensure consistency with client expectations.
- Tools for Quality Control: GHA uses specialized tools like the Codes & Standards Checklist to address and resolve quality issues promptly.
- Building Information Modeling (BIM): Leveraging BIM and Revit, GHA identifies and avoids conflicts between disciplines, minimizing errors and elevating design quality.

In essence, GHA's commitment to quality assurance permeates every aspect of our work, reflecting a culture prioritizing excellence in design and execution.

SUB-CONSULTANTS

Sebastian Kotarski, P.E., LEED-AP BD+C
Managing Principal | MEP Engineer

Mr. Kotarski is a licensed engineer with over 20 years of experience in MEP design, forensic analysis and construction management of commercial and multifamily residential structures. Areas of specialty include lighting and power design, fire alarm system design, analysis for electrical and fire alarm equipment failures; design review, commissioning and analysis of system performance for State Energy requirements; LEED analysis for building and electrical system conformance standards; NEC and NFPA design and code compliance; Mr. Kotarski has a diverse background with experience in multiple engineering disciplines.

Juan J. Bedoya, P.E.
Managing Principal | MEP Engineer

Mr. Bedoya, a licensed engineer with 20+ years of experience in MEP design, forensic analysis, and construction management, specializes in HVAC, electrical, and plumbing design. His expertise extends to analysis and management of equipment failures, fire suppression systems, HVAC design compliance, LEED analysis, ASHRAE design, indoor air quality effects, and evaluation of mechanical and plumbing components. His diverse background spans multiple engineering disciplines.

Murray Bryntesen
Structural Engineer

Forty-one (41) years of comprehensive experience in Structural Design and construction administration of buildings and specialty structures. Structural systems include concrete, steel, masonry, timber, and aluminum.

Founded Bryntesen Structural Engineers in 1986. Current and past clients include private and public organizations and many governmental agencies.

Eight (8) years as Florida Atlantic University adjunct professor, teaching Structural Design.

Argiro Kitsos-Chambers
Staff Engineer

Thirty-six (36) years of structural experience designing components and complete structural systems for educational, governmental, retail, office, warehouse/storage, residential, commercial as well as rehabilitation of existing structures. Typical structural systems include concrete, steel, timber and masonry.

TAB•3

MISCELLANEOUS INFORMATION

ENERGY EFFICIENT AND SUSTAINABLE VISION EXPERIENCE

GHA is committed to integrating the concepts of sustainability into all of its projects, whether they are seeking LEED certification or not. The company employs **four LEED AP-accredited architects** and has completed **20 LEED-certified buildings**. Notably, GHA designed the first LEED Platinum Interior facility in the State of Florida, Florida Atlantic University's Banquet Hall & Food Service Venue. This project was recognized by the USGBC with a Green Gala Award, by the American Institute of Architects, Committee on the Environment (COTE), for outstanding sustainable design, and by Green Building & Design, the industry's leading sustainability publication, in their feature article "Design Du Jour" (July, August, September 2012). GHA also designed the first net-zero energy park in Florida, John U. Lloyd State Park in Dania Beach. The company has also been implementing sustainable design aspects in its affordable housing projects through the use of photovoltaic systems for power generation.

FAU - ***LEED Platinum***

Immigrations & Customs Enforcement - ***LEED Silver***

John U. Lloyd State Park
Net Zero

St. Joan of Arc - ***LEED Certified***

NSU Sports Center - ***LEED Gold***

John Knox Village - ***LEED Gold***

Other LEED Projects :

- City Furniture, West Palm Beach, LEED Gold
- City Furniture, Cutler Bay, LEED Certified
- City Furniture, Pinecrest, LEED Silver
- Ashley Furniture, Oakland Park, LEED Gold
- Ashley Furniture, West Palm Beach, LEED Gold
- Villa Verde Residence, LEED Platinum

REFERENCES

1. **Deerfield Beach Housing Authority**
LaTonya Coley- Mckenly
Executive Director
Deerfield Beach Housing Authority
Office Phone: 954-459-6689
954.498.5345
LColey-Mckenly@dbhaonline.org

Project Description: Palms of Deerfield Beach consists of 100 senior affordable studio and one-bedroom units, along with common area rehabilitation. All residences have undergone comprehensive renovations, encompassing bathrooms, kitchens, and living areas, tailored to cater to the specific needs of senior residents.

2. **City of Parkland**
Gayle Easterling, AICP
Senior Planner
6600 University Drive
Parkland, Florida 33067
954.757.4159
geasterling@cityofparkland.org

Project Description: This project entailed enlarging the current building by an extra 3,000 square feet. The expansion was designed to provide supplementary space for the Building Department, along with dedicated areas for the City's record retention files. The Commission granted the design contract for the expansion to GHA, while Lynx Construction Management was tasked with overseeing the construction. The project reached completion in 2019.

3. **City of Lighthouse Point**
John Lavisky, City Administrator
2200 N.E. 38th Street
Lighthouse Point, FL 33442
954-784-3434
Jlavisky@lighthousepoint.com

Project Description: Gallo Herbert Architects, as the Owners Authorized Representative for The City of Lighthouse Point, oversees various projects including a two-story Fire Station/ EMOC Center, a Community Center at Dan Witt Park, a Public Works Fleet Maintenance Building, renovation of the existing Public Works Building, and the construction of a second-floor Community Room in the Library. The firm handles feasibility analysis, design professional and construction manager selection, concept design, schedule and budget control, document coordination, code compliance oversight, and contract administration during construction.

GHA LICENSES & INSURANCE

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN
THE ARCHITECT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

HERBERT, BRIAN PATRICK
GALLO HERBERT ARCHITECTS
GALLO ARCHITECTS & DEVELOPMENT CONSULTANTS IN
1311 NEWPORT CENTER DRIVE WEST
DEERFIELD BEACH FL 33442
LICENSE NUMBER: AR0015474
EXPIRATION DATE: FEBRUARY 28, 2023
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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN
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GALLO, WILLIAM JOSEPH
GALLO HERBERT ARCHITECTS
GALLO ARCHITECTS & DEVELOPMENT CONSULTANTS IN
GALLO ARCH. & DEV. CONSULTANTS
1311 W NEWPORT CENTER DR
DEERFIELD BEACH FL 33442
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STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF ARCHITECTURE & INTERIOR DESIGN
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TICE, JOHN E
JOHN E. TICE ARCHITECT
22821 MARBELLA CIRCLE
BOCA RATON FL 33433
LICENSE NUMBER: AR0014771
EXPIRATION DATE: FEBRUARY 28, 2023
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GBCI
GREEN BUILDING CERTIFICATION INSTITUTE
Brian Herbert
LEED® ACCREDITED PROFESSIONAL
March 28, 2008

ACORD
CERTIFICATE OF LIABILITY INSURANCE
DATE (MM/DD/YYYY): 3/15/2023

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
Bateman, Gordon & Sands, Inc.
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 ADDRESS: hwhittingham@BGSAgency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Underwriters Insurance Company	30104
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Gallo Architects & Development Consultants Inc
1311 W Newport Center Dr. Suite A
Deerfield Beach FL 33442

COVERAGES CERTIFICATE NUMBER: 718513384 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR	Y	Y	21SBAAW8DSJ	3/17/2023	3/17/2024	EACH OCCURRENCE $ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) $ 1,000,000 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
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:						$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			21SBAAW8DSU	3/17/2023	3/17/2024	COMBINED SINGLE LIMIT (Ea accident) $ 1,000,000 BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y		21SBAAW8DSU	3/17/2023	3/17/2024	EACH OCCURRENCE $ 10,000,000 AGGREGATE $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y		21WECAW8AV3	3/17/2023	3/17/2024	X PER STATUTE 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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
General Liability: Additional Insured Ongoing and Completed Operations, as required by written contract, per form SL 30 32 (0621); Waiver of Subrogation and Primary and Non-Contributory, as required by written contract, per form SL 00 00 (1018).
Workers Compensation: Waiver of Subrogation as required by written contract, per form WC000313(0484)
Excess Liability: Extends coverage to General Liability, Hired & Non-Owned and Employers Liability (Workers Compensation)
ALL COVERAGES SUBJECT TO THE POLICY TERMS, CONDITIONS AND EXCLUSIONS

CERTIFICATE HOLDER
GENERAL PROOF OF COVERAGE
IF ORIGINAL IS NEEDED
PLEASE CONTACT CLIENT/INSURED

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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** GHA has not had any litigation cases within the last three years.*

FORMS

RFQ EXHIBIT "A"
PUBLIC ENTITY CRIMES STATEMENT
UNDER § 287.133, FLORIDA STATUTES

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by Brian P. Herbert, AIA, LEED AP/ President
(print individual's name and title)
for Gallo Herbert Architects
(print name of entity submitting sworn statement)

whose business address is 1311 West Newport Center Drive, Suite A
Deerfield Beach, FL 33442

and (if applicable) its Federal Employer Identification Number (FEIN) is: 26-4812800

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

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

FORMS

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

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

The foregoing document was sworn and subscribed before me this 11 day of DEC, 2023 by Brian P. Herbert who is personally known to me or produced _____ as identification.

_____
Notary Public
My Commission Expires:

HEATHER CHABOT
NOTARY PUBLIC
MY COMMISSION EXPIRES 6-26-2027
STATE OF FLORIDA
COMMISSION NUMBER HH 383538

FORMS

RFQ EXHIBIT "B"
DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids or proposals which are equal with respect to price, quality, and service are received by any political subdivision for the procurement of commodities or contractual services, a bid or proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid or proposal 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 or proposal, 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 firm complies fully with the above requirements.

Proposer's Signature

12.11.2023
Date

FORMS

RFQ EXHIBIT "C"
SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

This sworn statement is submitted to the Village of North Palm Beach, Florida

by Brian P. Herbert, AIA, LEED AP/ President
(print individual's name and title)
for Gallo Herbert Architects
(print name of entity submitting sworn statement)

whose business address is 1311 West Newport Center Drive, Suite A
Deerfield Beach, FL 33442

and (if applicable) its Federal Employer Identification Number (FEIN) is: 26-4812800

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:

A. Does not participate in the boycott of Israel; and

B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

A. Is not on the Scrutinized Companies with Activities in Sudan List; and

B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over $1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

FORMS

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

_____
(Signature)

The foregoing document was sworn and subscribed before me this 11 day of DEC, 2023 by Brian P. Herbert, who is personally known to me or produced _____ as identification.

_____
Notary Public
My Commission Expires:

HEATHER CHABOT
NOTARY PUBLIC
MY COMMISSION
EXPIRES 6-26-2027
STATE OF FLORIDA
COMMISSION NUMBER HH 383536

FORMS

RFQ EXHIBIT "D"
SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(a), FLORIDA STATUTES, ON DISCRIMINATION

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by Brian P. Herbert, AIA, LEED AP/ President
(print individual's name and title)
for Gallo Herbert Architects, LLC.
(print name of entity submitting sworn statement)

whose business address is 1311 West Newport Center Drive, Suite A, Deerfield Beach, FL 33442

and (if applicable) its Federal Employer Identification Number (FEIN) is: 26-4812800

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that "discrimination" as defined in Section 287.134(1)(b), Florida Statutes, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion.

3. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of an entity that discriminated; or

b. An entity under the control any natural person who is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another entity, or the pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity.

4. I understand that an "entity" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

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

__X__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been placed on the discriminatory vendors list.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives,

FORMS

partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the discriminatory vendors list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

The foregoing document was sworn and subscribed before me this 11 day of DEC, 2023 by Brian P. Herbert, who is personally known to me or produced _____ as identification.

_____
Notary Public
My Commission Expires:

HEATHER CHABOT
NOTARY PUBLIC
MY COMMISSION
EXPIRES 6-26-2027
STATE OF FLORIDA
COMMISSION NUMBER HH 383538

Architectural Consultant Continuing Services Contract 2023

BEA architects

Bruno-Elias Ramos, AIA, GC, LEED AP

Village of North Palm Beach

December 20, 2023

INTRODUCTION

BEA Architects, Inc., was founded by Mr. Bruno-Elias Ramos, AIA, GC, LEED AP, in 1992. The firm and its personnel have over 30 years of experience and have worked closely with municipalities on South and Central Florida on multiple projects throughout the decades. BEA is a Minority Business Enterprise (MBE) Certified Firm with the State of Florida and represents a diversified group of professionals with an impeccable reputation of service. We believe the talent, hard, work, and experience of our team will allow us to reach and exceed the requirements outlined in your solicitation.

Imagine.
We'll design the rest.

TABLE OF CONTENTS

TAB 1	**Consultant Information**	**4**
	Contact Information	6
	Corporate Status	7
	Form of Organization	8
	Financial Statements	11
	Compensation	19
TAB 2	**Consultant Technical Qualifications**	**20**
	Areas of Expertise	23
	Key Personnel	24
	Availability	38
	Technical Capabilities & Experience	39
	Sub-consultants	41
TAB 3	**Miscellaneous Information**	**42**
	Litigation	44
	Energy Efficient & Sustainable Vision Experience	45
	References	46
	Licenses & Certifications	47
TAB 4	**Required Forms**	**48**
	Public Entity Crimes Statement	51
	Drug-Free Workplace	53
	Scrutinized Vendor Certification	54
	Sworn Statement Pursuant to Section 287.134(3)(a), Florida Statutes, on Discrimination	56

TAB 1
CONSULTANT INFORMATION

Architectural Consultant Continuing Services Contract 2023

CONTACT INFORMATION

Company Name:	BEA Architects, Inc.
Company Address:	11575 NW 7 Avenue, Miami, FL 33168
Company Phone:	(305) 461-2053
Office that will support projects resulting from this contract:	11575 NW 7 Avenue, Miami, FL 33168

CORPORATE STATUS

State of Florida
Department of State

I certify from the records of this office that BEA ARCHITECTS, INC. is a corporation organized under the laws of the State of Florida, filed on May 26, 2000.

The document number of this corporation is P00000051935.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 26, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-sixth day of January, 2023

Secretary of State

Tracking Number: 3952231119CC

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

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

FIRM
PROFILE & QUALIFICATIONS

BEA Architects, Inc., is a world-renowned architectural design firm headquartered in Miami, FL, with multiple branches in South Florida, that has established a reputation as an innovative provider of leading-edge design solutions to corporations and institutions worldwide. The reputation of the firm rests on its most important asset: its people, whose energy, creativity and commitment point to even greater accomplishments in the decades to come.

Established in 1992, BEA Architects is an interdisciplinary firm providing planning, architectural, engineering and construction services. As design specialists, the firm is renowned worldwide for its state-of-the-art facilities, including educational, civic and municipal, community centers, sports facilities, cultural centers, passenger terminals, and more. The firm's proficiency results from years of experience working with different cities, counties, and public organizations, through which BEA has developed a keen understanding of the municipalities, communities and its operations.

BEA's expertise ranges from architectural services, master planning, schematic design, design development, construction documentation and permitting to construction management. Our philosophy is accomplished through the attention of direct senior personnel to design challenges and through the enthusiasm and passion the BEA team brings to detailing and crafting a finished product. The BEA design team, through its vast educational and city master planning, sports and education project experience, has a deep understanding of the important factors that must be accounted for in every project.

Experience, insight and education are key attributes that **Principal-in-Charge and Owner Bruno-Elias Ramos, AIA,** has compiled over the decades. Add that to his familiarity working around the world, and it's a recipe for a successful international design practice. Ramos draws on more than 30 years of experience in his field and his diverse background and leadership expertise ensures uncompromising professional service. His work has extended to cruise terminals, parking garages, airports, railways, mixed-use, community centers, parks, sporting and recreational facilities, and much more.

The firm has over 30 years of successful experience in architectural and engineering continuing services contracts with different cities, organizations, and municipalities throughout The State of Florida. BEA consists of a diverse team of 25 industry professionals representing various nationalities. The firm offers 4 Registered Architects in the State of Florida Board of Architecture and Interior Design who have more than 140 years of combined experience in the architectural field. BEA also counts on a Technical Support Staff who all hold Masters of Architecture Degrees and decades of combined experience to provide Drafting Support Services. Our team is proficient in all current and recent releases of AutoCAD, BIM, Revit, and all of the Adobe Design products.

FIRM
PROFILE & QUALIFICATIONS

Through a collaborative design approach, they arrive at solutions that consider many factors, resulting in designs that are continue to evolve throughout the design process.

BEA Architects has in-house certified LEED personnel and the firm provides sustainable designs for all of our projects, if requested by the Client. Our Principal-in-Charge, Bruno-Elias Ramos, is a LEED AP accredited professional. Additionally, BEA Architects is a member of the United States Green Build Council (SGCB), and has completed multiple sustainable and LEED Certified projects, our most recent being PortMiami Cruise Terminals D & E, Silver LEED Certified. The BEA team is also a Minority Business Enterprise Certified Firm with the State of Florida and represents a diversified group of professionals from all over the world with an impeccable reputation for service.

Personnel with 140+ years of experience

Personnel composed of Project Managers, Senior Architects, Senior Engineers, and Senior Designers

4 Registered Architects
2 General Contractors

Our team also counts with Certified LEED AP Staff, and Certified Technical Staff

Over 64 design awards & recognitions

BEA has achieved over 64 international & national design awards & recognitions for our educational, maritime, and urban design projects

+25 employees

Diversified group of professionals from all over the world with an impeccable reputation for service

AWARDS & RECOGNITION

AIA Merit Award of Excellence | Florida International University Graduate School of Business | American Institute of Architects

FEFPA Award of Merit | Ransom Everglades Aquatic Center | Florida Educational Facility Planners Assoc.

The Chicago Athenaeum Award | Florida International University Graduate School of Business | American Architecture Awards

AIA Design Awards Finalist | Florida International University Paul L. Cejas School of Architecture | American Institute of Architects

FEFPA Award of Merit | Florida International University Graduate School of Business | Florida Educational Facility Planners Assoc.

AIA Merit Award of Excellence | Turkmenbashi International Seaport Terminal | American Institute of Architects

Gator 100 Top 10

AI Business Excellence Award for Architecture & Design - California Aquisition International

AIA Merit Award of Excellence | Port of Miami Terminals 3, 4 & 5 | American Institute of Architects

ORGANIZATIONAL CHART

BEA ARCHITECTS, Inc.
Architecture | Master Planning | Programming | Design | Feasibility Studies | MBE

Bruno-Elias Ramos, AIA, GC, NCARB, LEED AP
Principal-in-Charge | Project Manager

Adrian Price, RA, NCARB
Vice-President | Cost Estimating & Scheduling | Deputy Project Manager

Robert Draper, RA, NCARB
Senior Architect | Compliance Reviews | QA/QC

Mario F. Ortega, M.Arch., MSAS
Director of Design

Gustavo A. Santos, AIA, NCARB
Architect

Johnson, Levinson, Ragan, Davila, Inc.
Mechanical, Electrical & Plumbing Engineering | Fire Protection

Chuck Gableman, P.E., LEED AP®
President

Keith Lorinos, PE
Mechanical Engineer

Bliss & Nyitray, Inc.
Structural Engineering

Paul A. Zilio, PE
Principal-in-Charge | Structural Engineer

Engenuity Group
Civil Engineering & Land Surveying

Keith B. Jackson, PE
Vice President | Civil Engineer | Project Manager

Jennifer C. Malin, PSM
Survey Project Manager

BEA ARCHITECTS, Inc.
Technical Support Team

Patricia Elso, M.Arch.
Junior Project Manager & Designer

Carmen Villalobos, M.Arch.
Junior Architect

Walter Carranza, M.Arch.
Junior Architect

Jose Castaneda, M.Arch.
Junior Project Designer

Piyaluk (Miles) Leelayuwattanakul, M. Arch
CADD & REVIT Technician

Rosa Pino, M.Arch.
CADD & REVIT Technician

Alejandra Arenas, M.Arch.
CADD & REVIT Technician

KEITH & Associates, Inc.
Landscape Architecture

Michael Phillips, PLA, ASLA, ISA
Certified Arborist
Senior Landscape Architect

Chris Phillips, PLA, ASLA
Senior Landscape Architect

Terracon Consultants, Inc.
Geotechnical Engineering

Douglas S. Dunkelberger, P.E.
Principal Geotechnical Engineer/QA/QC Reviewer

Jaime A. Velez, P.E.
Senior Geotechnical Engineer

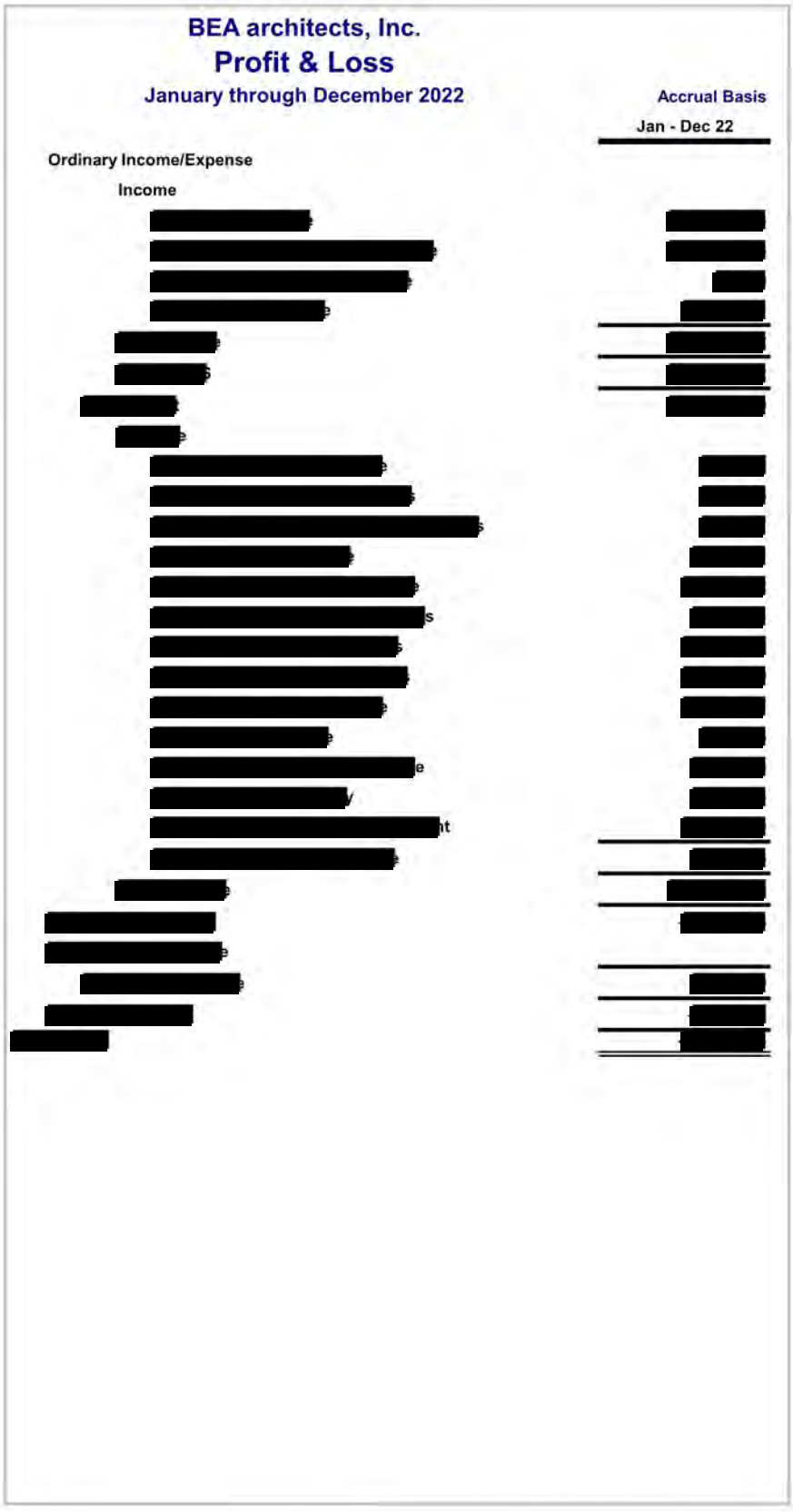
FINANCIAL STATEMENTS

[redacted]

BEA architects, Inc.
Balance Sheet
As of December 31, 2022

Accrual Basis

	Dec 31, 22
ASSETS	
Current Assets	
Checking/Savings	
Bank United - 5656	[redacted]
Bank United - 5968 (Opa Locka)	[redacted]
Total Checking/Savings	[redacted]
Accounts Receivable	
Accounts Receivable	[redacted]
Total Accounts Receivable	[redacted]
Other Current Assets	
Prepaid Insurance	[redacted]
Retainage Receivable	[redacted]
13000 · Refundable deposits	[redacted]
Total Other Current Assets	[redacted]
Total Current Assets	[redacted]
Fixed Assets	
Accumulated Depreciation	[redacted]
FF&E	[redacted]
Total Fixed Assets	[redacted]
TOTAL ASSETS	[redacted]
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	[redacted]
Total Accounts Payable	[redacted]
Total Credit Cards	[redacted]
Total Other Current Liabilities	[redacted]
Total Current Liabilities	[redacted]
Long Term Liabilities	
Bank United - Loan	[redacted]
Total Long Term Liabilities	[redacted]
Total Liabilities	[redacted]
Equity	
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]



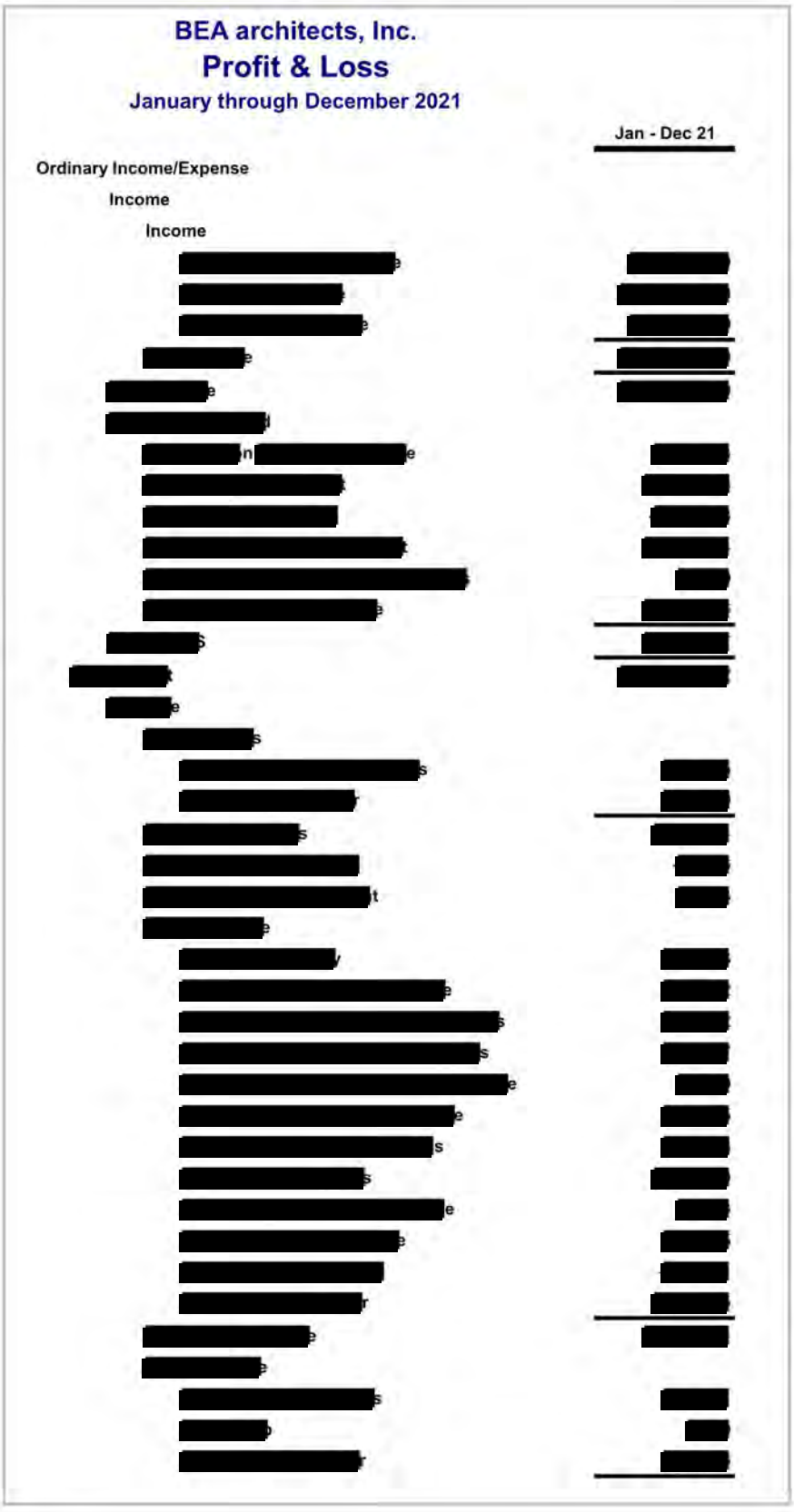
BEA architects, Inc.
Profit & Loss
January through December 2022

Accrual Basis
Jan - Dec 22

Ordinary Income/Expense
Income

FINANCIAL STATEMENTS

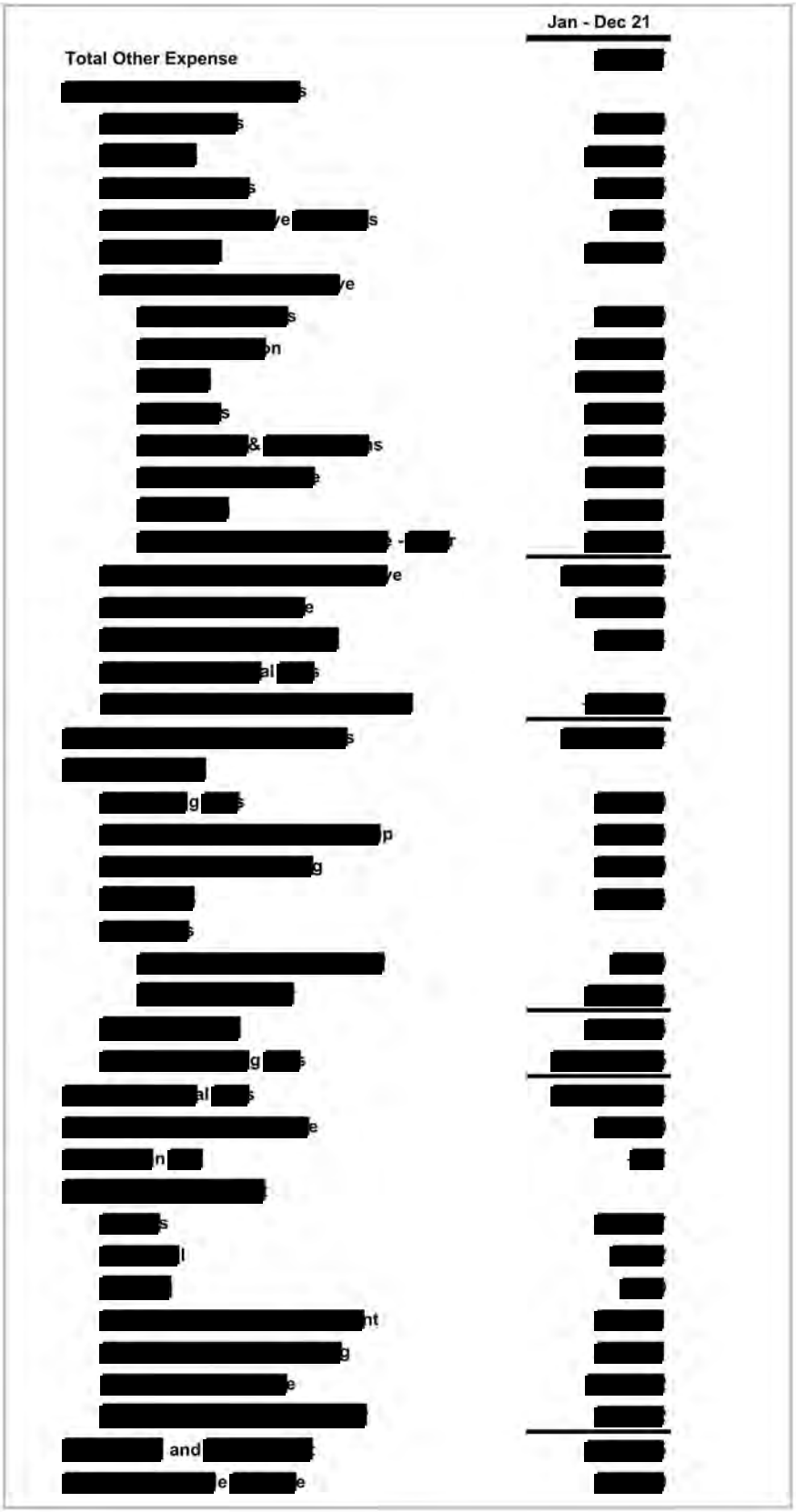
CONFIDENTIAL



BEA architects, Inc.
Profit & Loss
January through December 2021

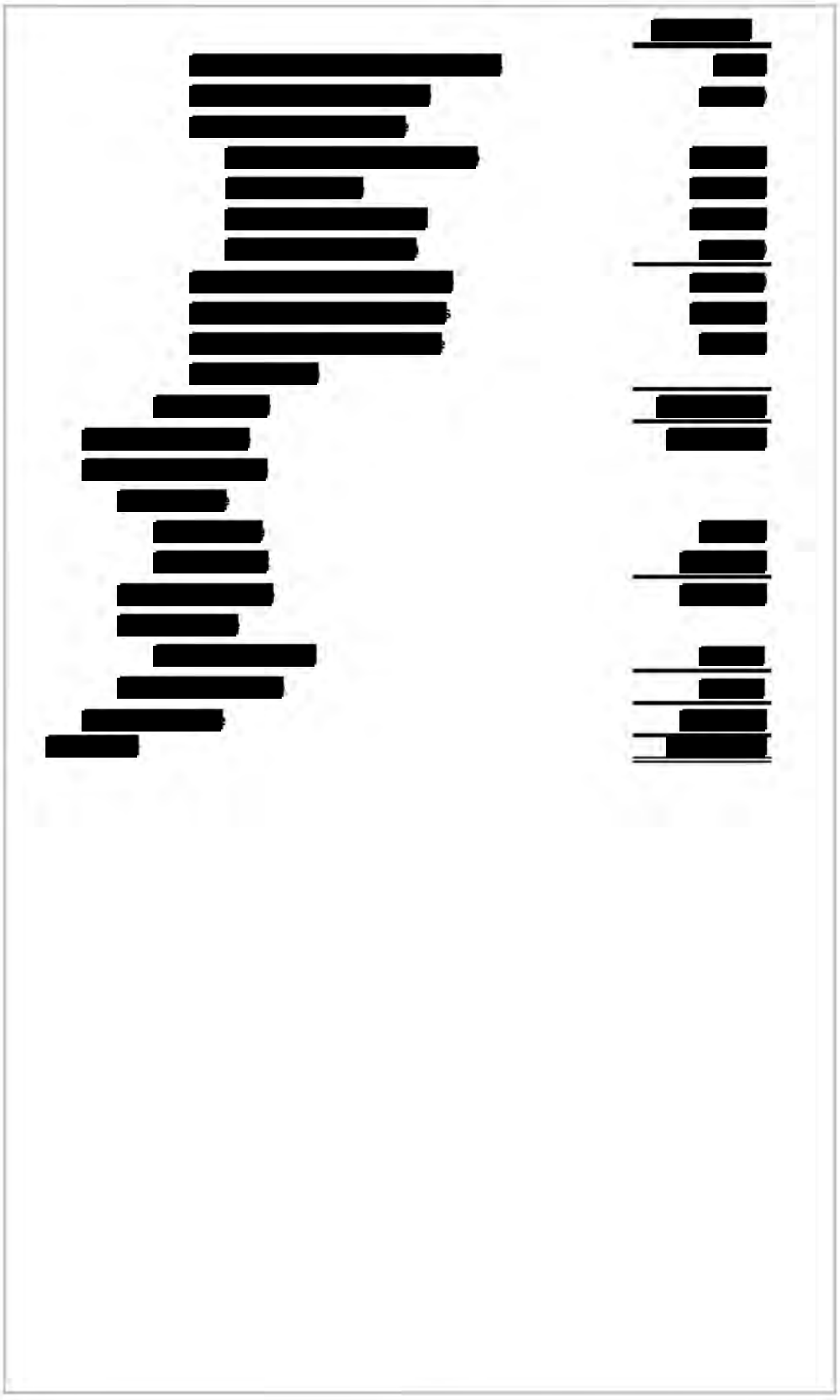
	Jan - Dec 21
Ordinary Income/Expense	
Income	
Income	
[redacted]	

FINANCIAL STATEMENTS



FINANCIAL STATEMENTS

CONFIDENTIAL



FINANCIAL STATEMENTS

CONFIDENTIAL

BEA architects, Inc.
Balance Sheet
As of December 31, 2021

Accrual Basis

	Dec 31, 21
ASSETS	
Current Assets	
Checking/Savings	[redacted]
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 ·	[redacted]

FINANCIAL STATEMENTS

CONFIDENTIAL

BEA architects, Inc.
Balance Sheet
As of December 31, 2020

	Dec 31, 20
ASSETS	
[redacted]	
TOTAL LIABILITIES & EQUITY	1,561,840.01

Bruno E. Ramos, AIA

FINANCIAL STATEMENTS

CONFIDENTIAL

BEA architects, Inc.
Profit & Loss
January through December 2020

	Jan - Dec 20
Ordinary Income/Expense	
Income	
Income	
Other Income-Reimbursed	[redacted]
[redacted]	[redacted]
Total Income	[redacted]
[redacted]	[redacted]

Bruno E. Ramos, AIA

COMPENSATION

BEA Architects employs a comprehensive approach to determine hourly rates, recognizing the integral role that employee skills, qualifications, and experience play in the overall compensation structure. The company places a premium on identifying and rewarding the expertise and contributions of its team members, acknowledging that a well-compensated workforce is essential for fostering motivation and dedication.

In recognizing internal factors, BEA Architects is committed to upholding a standard of excellence in company performance. The firm understands that a thriving business translates to increased resources available for competitive compensation. This performance-based approach is a testament to the company's commitment to quality and ensures that employees are directly rewarded for contributing to the organization's success.

Furthermore, BEA Architects places a strategic emphasis on evaluating current market conditions. By staying up-to-date with industry benchmarks and economic trends, the company ensures that its compensation fees are fair, reflective of internal dynamics, and aligned with prevailing standards in the broader market. This dual consideration allows BEA to offer clients competitive compensation structures, showcasing a commitment to value while navigating the dynamic landscape of industry trends.

The overarching goal of BEA Architects is to establish a compensation structure beyond being merely competitive; it aims to be fair, ensuring internal equity and external competitiveness. This approach is rooted in the desire to attract and retain highly qualified and motivated employees and provide clients with compensation fees that reflect the service's value. BEA Architects' commitment to fairness, excellence, and market responsiveness positions it as a strategic player in talent management and client satisfaction within the architecture industry.

The payments to BEA Architects for the services provided under this continuing contract will be made via wire transfer or direct deposit. Once BEA gets the contract awarded, our team will share the bank account information with the Village to redirect payment for each work order.

TAB 2
CONSULTANT TECHNICAL QUALIFICATIONS

Architectural Consultant Continuing Services Contract 2023

AREAS OF EXPERTISE

BUILDING DESIGN

BEA Architects provides professional and efficient development design of new, renovations, or additions of facilities based on the client's needs and design requirements.

FACILITY/BUILDING EVALUATION ANALYSIS

Our team evaluates the existing walls, windows, roofs, floor plans, room layouts, building science audits, and available equipment.

FEASIBILITY STUDY WITH COST ESTIMATING

Thanks to our in-house cost estimators, our team can always provide the most accurate future pricing for any facility, whether it is new construction, renovations, or additions. Our reports reflect multiple options that will be best for the client.

SPACE & SITE PLANNING

Our team has in-house planners that can help our clients to create development of site plans. Our team creates multiple options for our client, taking into account the existing space, current and future needs of the client, budget, and schedule.

PERMITTING

BEA submits a complete permitting set to the agencies having jurisdictions.

CONSTRUCTION ADMINISTRATION ASSISTANCE

BEA provides in-House licensed General Contractors that can assist the client during the bidding phase to select the contractors, review bid documents, attend pre-bid meetings, answer RFIs, and more.

Additionally, the BEA team has the personnel and the experience to provide the following services:

- Conceptual Design
- Construction Documents
- Building Remodeling, Renovations, and Additions
- Life Safety
- Fire Protection
- Crime prevention through Design
- Historic preservation research, evaluation, and design
- Existing building measurement; preparation of existing building drawings
- As-built record drawings documenting existing or recently completed work
- Site Development
- Master planning research and analysis
- Cost estimating related to design options
- Cost estimating related to construction
- Design team and process/integration management
- Conceptual design and regional/cultural context
- Sustainability and energy use/production analysis and design
- Project programming, pre-design planning
- Rating System (LEED, WELL, Passive House, etc.) coordination and management
- Accessibility (ADA, Vermont Access Rules) reviews and design
  Lighting Upgrades
- Site selection, studies and design
- Specifications writing, bid package preparation
- Public hearing and data collection assistance
- Contractor bidding, negotiation, contract, and process assistance to the owner
- Project-related public agency coordination and management
- Illustration rendering and 3D design modeling
- Owner/Client's representation
- On-site personnel during construction
- Design Criteria Package
- Parking Garage and Parking Lot Design
- Interior Design, and more.

RESUMES

REGISTRATIONS

EDUCATION

PROFESSIONAL AFFILIATIONS

AWARDS

RESIDING LOCATION

REPORTING OFFICE

Bruno-Elias Ramos, AIA, GC, NCARB, LEED AP

PAGE G2367GE7893A10454PA0 43E310A

With a Master of Architecture from the University of Florida and over 30 years of experience as an industry leader in innovative state-of-the-art facilities in planning and design, Bruno-Elias Ramos, AIA, has set a high bar for industry standards. As BEA Architects Principal-in-Charge and Lead Project Manager, he has successfully been part of and completed over more than 20 projects with different municipalities and counties throughout South Florida, including multiple parks and recreation facilities, such as IMG Crandon Park Tennis Center, Crandon Park Cabanas, Miami Beach Bandshell Park, Treasure Island Elementary School Community Park, and more. Mr. Ramos has also served as an architect and consultant to a variety of projects ranging from education, master plans, mixed-use facilities, cruise lines and has participated in planning international seaports and mixed-use waterfront developments.

The University of Florida College of Design, Construction and Planning (DCP) named its 50,000-SF Collaboratory Building as Bruno E. and Maritza F. Ramos Collaboratory. The Ramos Collaboratory will bring generational change to UF and will position the College, its faculty, staff and students for success over the next 100 years. The DCP was capable of creating this meaningful collaboratory thanks to the game-changing gift that Mr. Ramos and his wife made to the University, as a way to give back to the community and school who shaped him professionally.

As a Registered Architect in the State of Florida, Georgia, Massachusetts, Virginia, Texas and Louisiana, his talent and industry knowledge have been repeatedly solicited to add value to every world-renowned cruise and cargo port in the US, as well as maritime and planning projects worldwide.

ARCHITECTURE & ENGINEERING CONTINUING SERVICES CONTRACT

- City of Miami Beach
- City of Miami
- Miami Shores Village
- Miami-Dade County
- City of Sunny Isles
- City of West Palm Beach
- City of Fort Lauderdale
- City of Deerfield Beach
- City of Miramar
- City of Miami Gardens
- Village of Biscayne Park
- City of North Miami
- City of Opa-Locka
- City of Homestead
- City of Cocoa
- Monroe County
- Miami-Dade County Internal Services Department
- Palm Beach State College
- Town of Hillsboro Beach

MUNICIPAL & CIVIC FACILITIES PROJECTS

- South Olive Park & Recreational Facility, **West Palm Beach, FL**
- Melbourne-Orlando Airport VIP Lounge, **Melbourne, FL**
- Foster Road Study, **Hallandale Beach, FL**
- Florida International Terminal Office Building, **Port Everglades, FL**
- Coleman Park Recreation Center, **West Palm Beach, FL**
- Disney Cruise Terminal No. 8, **Port Canaveral, FL**
- Port Everglades Terminal Office Building, **Port Everglades, FL**
- Riviera Beach Public Library, **Riviera Beach, FL**
- MoCA Courtyard Improvements, **North Miami, FL**
- Cruise Terminal No. 1 with Parking Garage, **Port Canaveral, FL**
- Miami Beach City Hall Security & Evac. Plan, **Miami Beach, FL**
- Lawson E. Thomas Courthouse Center Improvements, **Miami-Dade County, FL**

RESUMES

REGISTRATIONS

EDUCATION

AWARDS

RESIDING LOCATION

REPORTING OFFICE

Adrian Price, RA, NCARB

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Vice President Adrian Price holds a Master of Architecture from Florida International University and plays a vital leadership role in BEA ventures. As a Registered Architect in the State of Florida and with over 13 years of experience in Municipal and Educational Projects. His ability to analyze and solve project specific problems has proven to be an asset in providing our clients with thoughtful insight and the critical thinking approach BEA is known for. Mr. Price has been repeatedly recognized and awarded during both his academic and professional tenure.

Mr. Price is an exemplary team leader who also manages the Scheduling and Cost Estimating of all kinds of projects, to ensure the successful and timely delivery of projects within budget. He has successfully managed and led teams through various complex Architectural and Engineering, Planning and Consulting project types using different delivery methods. His specialties in software include Microsoft Project, AutoCAD and BIM, Adobe Photoshop, Illustrator and InDesign and AIA Documents.

ARCHITECTURE & ENGINEERING CONTINUING SERVICES CONTRACT

- City of Miami Beach
- City of Miami
- Miami Shores Village
- Miami-Dade County
- City of Sunny Isles
- City of Deerfield Beach
- City of Miramar
- City of Miami Gardens
- Village of Biscayne Park
- City of North Miami
- City of Opa-Locka
- City of Homestead
- City of Cocoa
- Monroe County
- PortMiami
- Miami-Dade County Internal Services Department
- Palm Beach State College
- Town of Hillsboro Beach

MUNICIPAL & CIVIC FACILITIES PROJECTS

- Bandshell Park Facilities Renovations, **Miami Beach, FL**
- Florida International Terminal Office Building, **Port Everglades, FL**
- Pinecrest Library & Community Center, **Pinecrest, FL**
- 72nd Street Community Center, **Miami Beach, FL**
- Miccosukee Golf & Country Club: Clubhouse & Banquet Hall, **Miami, FL**
- The North Shore Tennis Center Improvements, **Miami Beach, FL**
- Historic Fire Station & Human Resources Building Restoration, **Opa-Locka, FL**
- Miami Beach Historic City Hall Interior Renovations, **Miami Beach, FL**
- Miami Beach Historic City Hall Renovations, **Miami Beach, FL**
- New Police Station, **Opa-Locka, FL**
- Lawson E. Thomas Courthouse Center Improvements, **Miami-Dade County, FL**
- Richard Gerstein Justice Building Improvements, **Miami-Dade County, FL**
- Stephen P. Clark Center (SPPC) Interior Renovation, **Miami-Dade County, FL**
- Miami Beach Bandshell Park Facilities Renovations, **Miami Beach, FL**

RESUMES

REGISTRATIONS

EDUCATION

RESIDING LOCATION

REPORTING OFFICE

Robert Draper, RA, NCARB

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Robert Draper is a highly experienced design professional and registered architect with over 19 years of hands-on experience in a wide variety of projects, such as, performing art centers, education, sports, municipal, cruise terminals, and more. Although Mr. Draper has been involved in a myriad of projects at almost every level, one of his areas of expertise includes marine, cargo and transportation facilities. On a daily basis, Mr. Draper will develop design concepts, provide cost estimating, design consultation, prepare construction documents and specifications, as well as act as a general source of architectural knowledge. He is assigned to control certain projects from start to finish to ensure high quality, innovative and functional design. Mr. Draper is capable of handling different types of projects, from Design Criteria Packages, Design-Build, Design-Bid-Build, CM-at-Risk, and more.

ARCHITECTURE & ENGINEERING CONTINUING SERVICES CONTRACT

- City of Miami Beach
- City of Miami
- Miami Shores Village
- Miami-Dade County
- City of Sunny Isles
- City of West Palm Beach
- City of Fort Lauderdale
- City of Deerfield Beach
- City of Miramar
- City of Miami Gardens
- City of North Miami
- City of Opa-Locka
- City of Cocoa
- Melbourne-Orlando Airport
- Palm Beach County
- Port Canaveral
- Port of Tampa Bay
- Palm Beach State College
- Town of Hillsboro Beach
- Village of Biscayne Park

MUNICIPAL & CIVIC FACILITIES PROJECTS

- Melbourne-Orlando Airport VIP Lounge, **Melbourne, FL**
- Disney Cruise Terminal No. 8, **Port Canaveral, FL**
- The North Shore Tennis Center Improvements, **Miami Beach, FL**
- Pinecrest Library & Community Center, **Pinecrest, FL**
- Miami Beach City Hall Facade Renovation, **Miami Beach, FL**
- Homestead Community Center. **Homestead, FL**
- Miami Beach Historic City Hall Renovations, **Miami Beach, FL**
- Pelican Harbor Marina Dockmaster Facility with Parking, **Miami-Dade County, FL**
- Florida International Terminal Office Building, **Port Everglades, FL**
- Port Everglades Terminal Building Office, **Port Everglades, FL**
- Destination 305 Master Plan, **Miami, FL**
- Crandon Park Cabanas Rehabilitation, **Key Biscayne, FL**
- Treasure Island Elementary School Community Park, **North Bay Village, FL**
- IMG Crandon Park Tennis Center Renovation and Master Plan, **Key Biscayne, FL**
- Miami Beach Bandshell Park Facilities Renovations, **Miami Beach, FL**

RESUMES

EDUCATION

AWARDS

RESIDING LOCATION

REPORTING OFFICE

Mario F. Ortega, M.Arch., MSAS

PAGE 23G6376PE8A91

Mario F. Ortega is the Director of Design at BEA Architects with over 20 years of experience. During his professional practice, Mr. Ortega has been the project designer on international and domestic award-winning projects all over the world. He is an Endowed Teaching Chair Recipient and Tenured Professor at the Miami Dade College (MDC) School of Architecture.

As BEA's Director of Design, Mr. Ortega is responsible for leading the Design Team. He will be responsible for communicating to discuss, design, and craft the vision of the project, to provide a sustainable and resilient state-of-the-art recreational park that meets and exceeds the expectations of the City. Mr. Ortega has provided Schematic Design and Design Development services to a variety of clients in South Florida to design state-of-the-art facilities, including community parks, mixed-use facilities, sporting and educational buildings, multicultural centers, amphitheaters, and community centers, just to name a few.

Mr. Ortega's accomplishments as an architectural professional and as a professor of architecture continue to be recognized by the American Institute of Architects Miami Chapter. He is the first and only MDC School of Architecture professor to be honored with the AIA Miami Chapter Education Leadership Award. Mr. Ortega has also published over seven books, of which he has received two awards from the AIA Miami Chapter, on the subject of architecture. Mr. Ortega is also the recipient of the Col. Mitchell Wolfson, Sr. Endowed Teaching Chair.

ARCHITECTURE & ENGINEERING CONTINUING SERVICES CONTRACT

- Melbourne-Orlando Airport
- City of Cocoa
- Indian River State College
- Palm Beach State College
- City of North Miami
- City of Miami Beach
- City of Miami Gardens
- City of West Palm Beach
- City of Tampa
- City of Opa-Locka
- City of Deerfield Beach
- Palm Beach County
- Broward County
- PortMiami
- Port Canaveral
- City of Homestead
- City of Miami
- Village of Biscayne Park
- Town of Hillsboro Beach

MUNICIPAL & CIVIC FACILITIES PROJECTS

- MoCA Courtyard Improvements, **Miami, FL**
- Pinecrest Library & Community Center, **Pinecrest, FL**
- Miami Beach Historic City Hall Interior Renovations, **Miami Beach, FL**
- Melbourne-Orlando Airport VIP Lounge, **Melbourne, FL**
- Foster Road Study, **Hallandale Beach, FL**
- Riviera Beach Public Library, **Riviera Beach, FL**
- Miami Beach City Hall Security & Evac. Plan, **Miami Beach, FL**
- Pelican Harbor Marina Dockmaster Facility with Parking, **Miami-Dade County, FL**
- Florida International Terminal Office Building, **Port Everglades, FL**
- The North Shore Tennis Center Improvements, **Miami Beach, FL**
- Port Everglades Terminal Building Office, **Port Everglades, FL**
- Destination 305 Master Plan, **Miami, FL**

RESUMES

REGISTRATIONS

EDUCATION

RESIDING LOCATION

REPORTING OFFICE

Gustavo A. Santos, RA, NCARB

PAGE 23G26

Gustavo A. Santos holds a Master of Architecture from the University of Florida. As a Professor of Architecture with over six years of experience in maritime, seaport, educational, and municipal projects, Mr. Santos plays a vital leadership role in BEA ventures. His ability to analyze and solve project-specific problems has proven to be an asset in providing our clients with thoughtful insight and the critical thinking approach BEA is known for.

Mr. Santos is an exemplary team leader who also manages a variety of projects to ensure successful and timely delivery within budget. He has worked and led teams through various complex architectural and engineering, planning, and consulting project types using different delivery methods. His specialties in software include Microsoft Project, AutoCAD, and BIM, Adobe Photoshop, Illustrator InDesign, and AIA Documents.

ARCHITECTURE & ENGINEERING CONTINUING SERVICES CONTRACT

- City of Miami Beach
- City of Miami
- Miami Shores Village
- Village of Biscayne Park
- Miami-Dade County
- City of Sunny Isles
- City of West Palm Beach
- City of Fort Lauderdale
- City of Deerfield Beach
- City of Miramar
- City of Miami Gardens
- City of North Miami
- City of Opa-Locka
- City of Homestead
- City of Cocoa
- Monroe County
- Miami-Dade County Internal Services Department
- Miami Dade College
- Palm Beach State College
- Town of Hillsboro Beach

MUNICIPAL & CIVIC FACILITIES PROJECTS

- Florida International Terminal Office Building, **Port Everglades, FL**
- Long Key Transfer Station Repairs, **Monroe County, FL**
- Treasure Island Elementary School Community Park, **North Bay Village, FL**
- Opa-Locka New Police Station, **Opa-Locka, FL**
- Opa-Locka Historic City Hall Fire Station and Human Resources Building Renotations, **Opa-Locka, FL**
- Miccosukee Golf Course Banquet Hall & Clubhouse Remodeling, **Miami, FL**
- Opa-Locka Police Department Relocation Feasibility Study, **Opa-Locka, FL**
- Lawson E. Thomas Courthouse Center Improvements, **Miami-Dade County, FL**
- Richard Gerstein Justice Building Improvements, **Miami-Dade County, FL**
- Stephen P. Clark Center (SPPC) Interior Renovation, **Miami-Dade County, FL**
- Miami Beach Historic City Hall Interior Renovations, **Miami Beach, FL**
- MoCA Courtyard Improvements, **North Miami, FL**
- North Shore Tennis Center Improvements, **Miami Beach, FL**

REGISTRATIONS

EDUCATION

YEARS OF EXPERIENCE

Chuck Gableman, PE, LEED AP

JOHNSON, LEVINSON, RAGAN, DAVILA, INC.
CONSULTING ENGINEERS

PAGE 2G36

Mr. Gableman is President of JLRD and an Electrical Engineer with 32 years of experience providing design, investigation, estimating, analysis and construction administration for communications, lighting, power, and related electrical systems.

He has demonstrated experience in designing low voltage communications, telecommunications, and life safety systems. He specializes in electrical distribution systems, performing fault, load flow and coordination studies, as well as UPS and generator backed up systems. He frequently assists clients with investigative surveys, feasibility studies, programming, and project budgeting to define scope requirements for a wide variety of projects.

Chuck has served as the Project Manager and Electrical Engineer of Record on numerous projects for public and private entities throughout Florida. Clients include Palm Beach County, the City of West Palm Beach, FDOH West Palm Beach, Palm Beach State College, the School District of Palm Beach County, Johnson & Johnson, and NASA. His detail-oriented efforts include designs for new facilities, as well as renovation and repair projects, and modernizations, studies, and full building system assessments.

RELEVANT EXPERIENCE

- SRWRF Facility Water Treatment Plant – F/A Repl. at 11 Buildings, **Boynton Beach, FL**
- PBC WTP #8 Ozone Building Replacement, **West Palm Beach, FL**
- Palm Beach County WUD, WROC Complex, **Belle Glade, FL**
- PBC WTP #2 Admin Building New Elevator and F/A System Repl., **West Palm Beach, FL**
- PBC WUD Central Region Operations Center, **West Palm Beach, FL**
- PBC WUD SROC – Pump and Wash Facility, **Delray Beach, FL**
- Palm Tran South Expansion, **Delray Beach, Florida**
- PBC Health Department – Generator Replacement, **West Palm Beach, FL**
- Village of Wellington Municipal Complex, **Wellington, FL**
- PBC Sports Lighting Replacement at Parks throughout **Palm Beach County**
- PBC South County Courthouse Fire Alarm Design, **Delray Beach, FL**
- PBC Water Utilities Department – SROC Lab K, **Delray Beach, FL**

REGISTRATIONS

EDUCATION

YEARS OF EXPERIENCE

Keith Lorinos, PE

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JOHNSON, LEVINSON, RAGAN, DAVILA, INC.
CONSULTING ENGINEERS

Mr. Lorinos is a Mechanical and Fire Protection Engineer with JLRD. He has 8 years' experience in Mechanical and Fire Protection engineering, as well as 10 years in Structural engineering. His experience includes design of air-cooled and water-cooled chiller plants, pumping and piping systems, air distribution, and fire protection systems.

Mr. Lorinos has served as a Mechanical Design Engineer and EOR on numerous projects in both the public and private sectors such as Educational, Commercial, Municipal, and Federal clients. He has performed studies for ice storage plants with air cooled and water-cooled chillers to save the client money by using less on-peak electricity. He has designed several new projects that include chiller plants, as well as renovations, working closely with the end users to select and implement the mechanical systems to best meet their needs and budget constraints.

RELEVANT EXPERIENCE

- Wellington WTP HVAC Upgrade Assessment, **Wellington, FL**
- Wellington Water Treatment Plant Renovation, **Wellington, Florida**
- PBC Fire Stations #19, 21, and 45 Renovations Throughout **Palm Beach County**
- WPB Fire Station #8, **West Palm Beach, Florida**
- Village of Wellington WTP Booster Pump Study, **Wellington, FL**
- PBC Fire Station #22, **Westlake, Florida**
- City of Plantation – New Fire Station #1, **Plantation, Florida**
- Chiller Replacements for SDPBC over 50 schools throughout **Palm Beach County**
- Currie Park Master Plan, **West Palm Beach, FL**
- YMCA at Holiday Park, **Fort Lauderdale, FL**

EDUCATION

REGISTRATIONS

PROFESSIONAL ASSOCIATIONS

YEARS OF EXPERIENCE

Paul A. Zilio, PE

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Paul worked in a variety of roles for a major general contractor and became a Certified General Contractor prior to joining BNI. Since joining BNI, Paul has worked on a number of design-build projects and often served as Threshold Inspector. These experiences have given Paul a unique insight into partnering and the value of good and timely communication and have helped lead BNI to recommendations by a number of contractors.

Paul has designed a variety of structural systems, including cast-in-place concrete, composite precast concrete, tilt-up concrete, and structural steel. He works closely with designers and builders, regardless of delivery method, to make structural decisions that balance aesthetics, constructability, cost and schedule.

RELEVANT EXPERIENCE

Plantation Fire Station 1, Plantation, Florida

Plantation Fire Station 1 is a 15,550 SF two-story facility designed to replace the City of Plantation's oldest single-story fire station. The new facility will accommodate increased staff occupancy and new operational needs. The construction of this state-of-the-art facility cannot disrupt the ongoing daily operations of the existing structure. In turn, a temporary facility will be constructed adjacent to the construction of this new facility. This fire station is designed to remain operational even in high category 5 hurricane winds.

- Miami-Dade New Children's Courthouse, **Miami, Florida**
- Palm Beach County Sheriff's Office Forensic Sciences and Technology Facility, **West Palm Beach, FL**
- Broward County Forensic Science Center, **Fort Lauderdale, Florida**
- City of Doral Public Works Maintenance Facility, **Doral, Florida**
- City of Doral Police Facility Expansion, **Doral, Florida**
- Broward County Judicial Complex, **Fort Lauderdale, Florida**
- North County Government Center, **West Palm Beach, Florida (Design-Build)**
- City of Hialeah Courthouse, **Hialeah, Florida**
- Village of Islamorada Municipal Center, **Islamorada, Florida (Design Only)**
- Florida Keys Aqueduct Authority Customer Service Center, **Marathon, Florida**
- Fort Lauderdale Executive Airport – Air Rescue Firefighting, **Ft. Lauderdale, Florida**
- GSA West Lot Multi Use Facility – Foundation Design, **Miami, Florida (Design-Build)**
- South Florida Regional Transportation Agency Operations Building, **Pompano Beach, Florida**
- South Dade Government Center, **Cutler Bay, Florida**
- Florida Department of Health, **Miami, Florida**
- Tri-Rail Station, **Pompano Beach, Florida**

RESUMES

Keith B. Jackson, PE

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Mr. Jackson is Engenuity Group's Client Services & Project Manager for many of the firm's continuing service clients. He is responsible for overseeing coordination, design and permitting for all civil engineering and transportation projects. Duties also include coordinating with governmental agencies, managing outside professionals, and providing contract and construction administration.

Mr. Jackson has extensive experience in the design and permitting of many different types of civil engineering projects for both private and governmental clients. As a consultant for the past 38 years, recent projects completed under his direction include improvements to Anchorage Park, drainage rehabilitation on Corsair Drive, and sidewalk improvements in the Village of North Palm Beach SW area.

Representing the Village of North Palm Beach, Town of Lake Clarke Shores, the Village of Wellington, the Westgate/Belvedere Homes Community Redevelopment Agency, Palm Beach Atlantic University and South Florida Fairgrounds as their Consulting Engineer, Mr. Jackson works extensively with several other municipalities and drainage districts on a wide variety of capital improvement projects.

RELEVANT EXPERIENCE

Earman River Intake Pump- North Palm Beach

The Village of North Palm Beach and Engenuity Group, Inc. worked together to demolish an existing lift station, and design a new dual- pump station, which included a new structured cover and faster pumps. Mr. Jackson prepared civil drawings, indicating drainage, grading, and pump station work. He also prepared a pollution prevention plan, and applications affiliated with the Village of North Palm Beach Drainage and South Florida Water Management District.

Culvert Repairs, Village of NPB

Provided Project Engineering services in connection with the repairs and replacement of drainage culverts on Pepperwood Circle South and on Anchorage Drive, south of Marlin Road, in the Village of North Palm Beach. Tasks ranged from civil design to bidding and construction phase services.

REGISTRATIONS

EDUCATION

AFFILIATIONS & AWARDS

RESUMES

REGISTRATIONS

EDUCATION

AFFILIATIONS & AWARDS

Jennifer C. Malin, PSM

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Mrs. Malin is a Registered Land Surveyor in the State of Florida with over 19 years of experience in the field. She has been working at Engenuity Group, Inc. since 2003 and has a superior understanding of surveying and mapping concerns in South Florida. She is a seasoned AutoCAD Drafter who always produces the highest quality deliverables in a timely manner. Ms. Malin is the Director of our survey department, overseeing every aspect of daily operations.

RELEVANT EXPERIENCE

Village of North Palm Beach

- NPDES Reports
- Drainage System Mapping for Old Port Cove
- Boundary & Topographic Survey of Golf Course
- Boundary & Topographic Survey for Anchorage Park
- Topographic Survey of Corsair Drive
- Yacht Club Drive Bulk Head Topographic Survey
- Construction Staking and Recording Easement for Country Club
- Sketch and Description, Construction Staking for Anchorage Park
- Topography and Tree Surveys of Easterly Pathway at Anchorage Park
- Topographic Survey of Lighthouse Drive from Bridge to US 1
- GIS Mapping Services

Town of Lake Park

- Sketch & Legal Descriptions for 4 Locations on Jasmine Drive/2nd Court, Sabal Palm Dr./Redwood Dr., Foresteria Dr./10th St., & 7th Court/Date Palm Dr.
- Lake Park Marina Survey Exhibit
- Topographic Survey of Intersection of 10th Street, Prosperity Farms Rd, & Northern Drive
- Topographic Survey for Old Dixie Hwy Properties Septic to Sewer Conversion
- West Ilex Park Plat & Topographic Survey
- Park Avenue Road Diet & Watermain Topographic Survey
- West Park Ave. Streetscape Topographic Survey
- Tract A & B Legal Descriptions Review

Seacoast Utility Authority

- Topographic & Tree Survey for Donald Ross Rd. Low Pressure Forcemain Extension
- Topographic Survey & Sketch & Descriptions for Avenir/Western Communities Pipeline Extension
- Topographic Survey for Juno Road Forcemain Improvements
- Topographic Survey for Lake Park 12" Forcemain Improvements
- Topographic & Tree Survey & SUE Services for Eastpointe Blvd. Forcemain Research

City of Riviera Beach

- Topographic Survey of 13th Street (Dixie Highway to Avenue P)
- Topographic Survey of Blue Heron Blvd/Avenue P intersection

REGISTRATIONS

EDUCATION

YEARS OF EXPERIENCE

Michael Phillips, PLA, ASLA, ISA Certified Arborist

KEITH
Engineering Inspired Design.

PAGE 2367G89170A34215EA1

Mr. Michael Phillips has 37 years of experience in the field of Landscape Architecture. Since 1986, Mr. Phillips has conceptualized, hand sketched and CAD drafted construction documents in the public and private sector. He has been involved with projects ranging from schematic design through final completion, including plant selection, field inspections and projectcertification. He has produced landscape architecture construction documents that encompass tree survey and tree disposition plans, hardscape layouts and details, grading plans, planting plans, lighting plans and irrigation plans. Additionally, he is well versed in LEED requirements, 'Florida Friendly Landscaping' guidelines, Green Book Standards and FDOT design standards and indexes. Additionally, his input is key in site inventory and analysis, coordinating with our Survey Department to establish the location and species of trees and appraising the dollar value of such trees, which is paramount in the process of developing tree disposition plans and arborist reports followed by landscape plans that preserve existing trees and vegetation.

RELEVANT EXPERIENCE

City of Deerfield Beach Engineering, Planning, and Surveying Services, Deerfield Beach, FL
Landscape Architect. KEITH assisted the Client in developing KEITH Life/KEITH Campus/KEITH Facility/KEITH Play projects under a continuing services agreement. KEITH provided full services to the Client including civil engineering, survey/SUE, landscape architecture, plan review, and construction program administration. The KEITH Team assisted the Client on projects including Hillsboro Boulevard and A1A "S-Curve", Beach Roadway Drainage and Beautification, Ocean Way Drainage, Infrastructure, and Beautification, Deerfield Beach Sand and Dune Stabilization, Re-nourishment, and Erosion Control, Intersection Improvement Design of Goolsby Boulevard/Hillsboro Boulevard, Hillsboro Boulevard Streetscape Improvements, SW 15th Street Roadway Improvements, Sullivan Park/Kester Marina Developments, Pioneer Park Improvements and Boat Ramp Improvements, Mayo Howard Park Surveys, Paradise Point Engineering Design Surveys, Comprehensive Plan Housing Element Update, Industrial Zoning Ordinance, Encroachment Exhibits Survey, ADA Sidewalk Assessments and Design, Powerline Industrial Park FEMA Drainage Study and Grant Application, The Cove Shopping Plaza, Parking Lot, and Alleyways Redevelopment and Beautification, Deer Run Parkway Boundary Survey, and Highlands Park Improvements. The breadth of projects for more than 16 years contributed to creating safe, and beautiful environments for the residents of the community and visitors.

City of Parkland Miscellaneous Services, Parkland, FL
Landscape Architect. KEITH provides general engineering, planning, and surveying services to the City of Parkland on an as-needed basis as part of our continuing services contract. Projects provided under these contracts include: Pine Trails Park Wetland Mitigation Area, Municipal Land Use Map Amendments, Master Plan for "The Wedge" Parcel, Parkland Dog Park Design, Capital Improvements Elements Annual Update, Liberty Park (Build-A-Park Community Project), Annexation Parcel Map Exhibit, Dollyland Parcel Sketch, Misty Meadows Parcel Sketch, North Springs Improvement District Parcel, Holmberg Road Sidewalk Improvements, Holmberg Road Roadway Improvements, Citywide Traffic Study, Update City of Parkland Maps, Pine Trails Park Roadway and Utility Improvements, Land Use Map Update and Text Amendment, Lox Road Lighting Photometric Plan, Parkland Roundabout Conceptual Design, and Tennis Center at Quigley Park.

Southgate Boulevard Median Improvements, Margate, FL
Project Manager. As part of the Margate Community Redevelopment Agency's continuing services contract with KEITH, the team has been tasked to provide survey, subsurface utility engineering, landscape architecture, and construction program management for the medians and adjacent right of way along a portion of Southgate Boulevard at SR 441. KEITH will provide landscape improvements by revising the plant species, providing palms appropriate to support holiday tree lighting, and adjusting existing irrigation systems as needed. KEITH will improve the hardscape with the addition of a monument sign, pavers at pedestrian cut-through areas, lighting at monument signs, palm tree lighting, and convenient receptacles for holiday tree lighting.

REGISTRATIONS

EDUCATION

PROFESSIONAL AFFILIATIONS

YEARS OF EXPERIENCE

Chris Phillips, PLA, ASLA

PAGE 2367G89170A34215EA13

KEITH
Engineering Inspired Design.

Motivated by thoughtfully planned and meticulously crafted outdoor environments, Chris is drawn to the intersection where form, function, and nature seamlessly act as one. Inspired by contemporary styling, he subscribes to a "less is more" philosophy, producing artful projects that not only make a statement, but when implemented, settle into place, take root, and thrive. He cognitively embraces the essence of a place and develops site details that contribute to a cohesive design. Creating spaces that are harmonious with the environment, Chris integrates architectural elements, grading, hardscape, planting, and lighting, resulting in functional, dynamic, and balanced spaces that connect the world of nature with man-made elements and human needs.

RELEVANT EXPERIENCE

Coconut Creek Government Center Breezeway, Coconut Creek, FL
Project Manager. KEITH is assisting the Client, under its continuing services contract with the City, in developing a KEITH Campus/KEITH Facility project that includes conceptual master planning for the Government Center breezeway, courtyard, and parking area, as well as schematic level designs for the breezeway. KEITH provided services to the Client including geospatial, civil engineering, landscape architecture, environmental public art and design. In coordination with the architect, KEITH provided two conceptual master plans involving hard and softscape design, cost estimates, and a phasing plan for this venue as it takes center stage in the heart of the community.

Covered Bridge Passive Park, Parkland, FL
Landscape Architect. KEITH assisted the Client, under its continuing services contract, in developing a KEITH Play project that includes meandering natural trails with a connection to the iconic Covered Bridge, flexible open space, nature playground, meditation garden, and yoga lawn on a 3-acre site. KEITH provided full services to the Client including survey/SUE, civil engineering, landscape architecture, planning, traffic engineering, and construction observation and management. The KEITH Team assisted the Client, as prime consultant, in all aspects of development including conceptual design, public outreach, permitting, installation of a lush native landscape to provide shade throughout the park and educate the public of the importance of native species, and incorporating a small, gated parking lot providing access to Covered Bridge Park and the neighboring 6-acre park.

Fort Lauderdale Police Headquarters, Fort Lauderdale, FL
Landscape Architect. KEITH, as subconsultant, assisted the Client in the development of a KEITH Life/KEITH Facility/KEITH Campus project. KEITH provided full services to the Client including civil engineering, survey, subsurface utility engineering, utility coordination, planning, traffic engineering, landscape architecture, and construction management. The new headquarters, built in phases, began with the parking garage, firing range, and perimeter landscape buffers to neighboring residents. Phase two included initial site development, SW 13th Avenue extending up to the existing fleet maintenance facility, restriping of existing surface parking, and replacement of the radio tower. Demolition of outparcel buildings and construction of the new facility, including central plant, were phase three. Lastly, demolition of the old facility and a portion of the fleet maintenance facility followed by final site development including extension of SW 13th Avenue to Broward Boulevard, the creation of a linear park along Broward Boulevard, and the removal of all remaining surface parking and outparcel buildings. The project leaves the City of Fort Lauderdale with a state-of-the-art public safety headquarters to best serve the community.

RESUMES

REGISTRATIONS

EDUCATION

PROFESSIONAL AFFILIATIONS

YEARS OF EXPERIENCE

Douglas S. Dunkelberger, PE

Terracon

PAGE G236789109 4EG 3675EGE99A79G99A

Since receiving a master's degree in civil engineering (Soil Mechanics) in 1979, Doug has specialized in the practice of geotechnical engineering progressing from staff level to senior project management level responsibilities for studies pertaining to subsurface characterization, foundation design, slope stability, ground settlement/subsidence, embankment design, earthworks, pavement design, seepage/dewatering, and geosynthetics.

Doug provides 44 years of experience in the role of chief geotechnical engineer for municipal projects, planning and coordinating the field exploration efforts and the laboratory soils testing programs. Doug also has hands-on involvement with the geotechnical engineering analysis pertaining to the design and construction of municipal projects. His knowledge of local subsurface conditions has been formed through more than 40 years of engineering practice in Florida.

Doug has served as an adjunct professor at Florida Atlantic University (FAU) teaching a graduate course in foundation engineering. He has also taught a soil mechanics review course for over 25 years for Florida Engineering Society (FES) members taking the professional engineer's exam. A court-qualified geotechnical expert, he has provided testimony on behalf of his clients in the areas of ground vibrations, earthworks, seepage, and structure settlement.

RELEVANT EXPERIENCE

Town of Jupiter Police Department and Data Center - Jupiter, FL
Principal/Quality Assurance/Quality Control (QA/QC) Reviewer. The approximately 39,000-square foot (SF) facility functions as both the Town's IT data center and its emergency operations center (EOC). Located in the Town's municipal complex, the initial phase of the project included additional parking area construction and enlargement of a lake. The second phase included construction of the new hardened building and access road modifications. Terracon performed subsurface exploration and geotechnical engineering services. The purpose of these services was to provide information and geotechnical engineering recommendations relative to subsurface soil conditions, groundwater conditions, site preparation and earthwork, dewatering considerations, foundation design and construction, floor slab design and construction, pavement design and construction, and stormwater pond considerations.

City of West Palm Beach (WPB) Fleet Management Facility - West Palm Beach, FL
Principal Engineer. The project consisted of the installation of two underground fuel storage tanks at the WPB Fleet Management Facility. The tanks were planned to be located just northeast of the existing fuel dispensers. Each tank would be 30,000 gallons and at least 12 feet in diameter. Terracon completed a subsurface study in connection with the project. The scope of work included the drilling of two Standard Penetration Test (SPT) borings and the evaluation of the impacts of the subsurface conditions on the tank installations and related construction.

REGISTRATIONS

EDUCATION

ADDITIONAL TRAINING

YEARS OF EXPERIENCE

Jaime A. Velez, PE

Terracon

PAGE 236A 7A89GE81034G5EGAA23

Jaime serves as a senior project engineer for the Florida Division. He is a geotechnical engineer by education and experience. Prior to joining the firm, Jaime earned his Master of Engineering Degree (geotechnical emphasis) from the University of Florida. In addition to his post-graduate studies, Jaime performed research pertaining to the use of the cone penetrometer in the testing of cemented sands. As a project geotechnical engineer, Jaime has more than 20 years of experience performing subsurface (geotechnical) studies throughout Florida for the design and construction of earth dams, earthen retaining walls, pump stations, underground piping, roadways, bridges, and low to high-rise structures. His geotechnical engineering expertise includes conducting detailed analyses of slope stability, groundwater seepage, settlement and bearing capacity for shallow and deep foundations, and evaluation of retaining wall global stability.

RELEVANT EXPERIENCE

Police Tactical Training Center - Palm Beach Gardens, FL
Project Engineer/Project Manager. The City of Palm Beach Gardens constructed a new $3 million Police Tactical Training Center situated at the northwest corner of the City Hall Complex. The 9,100-square foot (SF) facility contains state-of-the-art preparatory equipment along with interior training areas inclusive of a three-dimensional firearms training simulator, an area to practice various techniques (i.e. hand-to-hand training), and vehicle simulation machines. Terracon performed subsurface exploration that included drilling borings, laboratory visual examination and classification of the samples, and measurement of groundwater. The purpose of the geotechnical study was to explore the subsurface conditions of the site and provide geotechnical criteria for the site preparation, foundation design, and related construction of the facility.

Gaines Park Pavilion and Restroom Building - West Palm Beach, FL
Project Engineer. The planned project consisted of the design and construction of a new pavilion (measuring approximately 30 feet by 60 feet in plan) and a new 330-SF restroom building at Gaines Park. The restroom building would be supported on a monolithic slab thickened underneath the load-bearing members. The pavilion would be an open structure (i.e. no walls) consisting of a roof supported on columns located along its perimeter. The pavilion would include a floor slab and the perimeter columns would be supported on 2 to 3-foot diameter by about 5-foot (minimum) deep cylindrical footings. Terracon provided subsurface exploration and geotechnical engineering recommendations for the proposed construction. The purpose of the study was to explore the subsurface conditions of the site and provide geotechnical criteria for the design and construction of the structures.

Palm Beach County Tax Collector's Central Palm Beach Service Center - Lake Worth Beach, FL
Senior Engineer. The $10.4 million project entailed the development of a 2-story, 36,000-SF Tax Collector branch office. The facility houses a call center, public service areas, and County administrative offices, and includes a driving course. In addition to environmental services (Phase I environmental site assessment [ESA] and limited site investigation), Terracon provided geotechnical engineering services for a preliminary subsurface study. The gathered field data was presented in a written report that provided a discussion of the impacts of subsoils on the proposed construction and preliminary geotechnical engineering recommendations and design criteria for foundation support (i.e. allowable bearing pressure and minimum foundation geometry), floor slabs, paving, and related construction (compaction and earthwork requirements).

AVAILABILITY

BEA Architects assures the availability of key personnel throughout the duration of the contract to seamlessly undertake architectural tasks. Our team is composed of highly skilled and experienced professionals who are committed to the successful execution of projects. We prioritize consistent communication and collaboration to ensure that clients receive dedicated and reliable expertise throughout the entire contractual period. The availability of our key personnel reflects our commitment to delivering quality architectural services and maintaining a responsive and engaged partnership with our clients. Our team does that by setting up projec initiation meetings at the onset of each project assigned to BEA, to meet with the Village's staff to identify and discuss the Village's requirements, goals, objectives, challenges, and opportunities, as well as listen to the needs of end users, staff, and the local community. To ensure the project's success, the team must clearly understand, respect, and account for all other ongoing and upcoming operations and account for the same within their approach to the project, design, schedule, project phases, and construction operations throughout the project.

BEA's management of assigned projects, which ensures the availability of key personnel and the ability to meet deadlines without affecting the current workload, has continued to be one of our strengths. At the commencement of each project assigned, BEA will develop a preliminary project schedule and budget using the CPM framework. This schedule includes milestones for each discipline, client benchmarks, and processing times for agencies having jurisdiction.

The Project Manager will ensure that deadlines are met and update the schedule with any project changes. BEA will staff this project with a team composed of a team leader. The team leader will lead a group of specialized architects and designers to complete the necessary design, permitting, and construction administration-related tasks to deliver a successful project to the Village. BEA's internal project management is supported by bi-weekly team leaders and senior staff meetings, where project status is provided to the Principal-in-Charge. These meetings ensure that projects are adequately supported and allow the teams to collaborate with management.

BEA has established protocols for document collection, sharing, and protection between team members. Data collection for projects assigned under this agreement would require a structured approach, which BEA will implement to bring consistency to the team. BEA utilizes both state-of-the-art technology and traditional methods in its collection of field and online data with the use of drones by certified pilots, HD Cameras, GoPro cameras, HD video recording, traditional inspection logs, and field measurement. Gathering electronic data will be customary in our office, where the team will have access to our in-house network library. Once data is collected, the Project Architect uploads the raw data to our file-sharing site for distribution to senior members who interpret, distill, and turn this data into information used to inform how the project will proceed in its development

Due to multiple teams set within BEA, we are equipped to handle multiple jobs without affecting the flow or the ability to meet deadlines. Based on an assessment of our current workload, BEA has sufficient personnel and capacity available to immediately assign the designated team to undertake and proceed with the project tasks.

BEA will assign a project team headed by the Principal-In-Charge as Project Manager. The team consists of CAD/BIM production staff, specification writers, schedulers, estimators, and a host of illustrators. Visual exhibits are key to the project approval phase as well as to the City's outreach process. BEA works with the latest digital programs, such as, AutoCAD, BIM, REVIT, 3D, Max, Rhino, Adobe Suites Design, including Photoshop, Illustrator, InDesign, Premier, and other digital platforms. In addition, we have an in-house Graphic Design Department with full printing and binding capabilities that perform the preparation of brochures and any other media related to the project.

TECHNICAL
CAPABILITIES & EXPERIENCE

Foster Road Study,

FIRM'S RESPONSIBILITIES

KEY PERSONNEL

COMPLETION DATE

ESTIMATED COST ENTIRE PROJECT

OWNER'S NAME & ADDRESS

BEA Architects was hired by the City of Hallandale Beach to provide conceptual design at selected sites along Foster Road to articulate the City's vision. The City envisioned the creation of a mixed-use residential and commercial facility that brings together new market-rate housing, retail, restaurants, and entertainment venues. The design features the creative use of "shipping containers" to realize quick, cost-efficient design solutions in a dynamic urban setting. The City's intent was to activate the district without the delays/expenses associated with conventional brick and mortar construction. Therefore, the "shipping container" type of construction was emphasized and chosen by the City due to its speed in fabrication and construction, as well as its clean and modern design aesthetic."

The North Shore Tennis Center Improvements,

FIRM'S RESPONSIBILITIES

KEY PERSONNEL

COMPLETION DATE

ESTIMATED COST OF ENTIRE PROJECT

OWNER'S NAME & ADDRESS

The City of Miami Beach Tennis Center at North Shore Park is a community sport and recreational facility located in the North Beach neighborhood of Miami Beach, FL. The Tennis Center includes 12 tennis courts and an office/Pro-Shop. As part of BEA Architects Continuing Services Contract with the City of Miami Beach, BEA was assigned to design a fully enclosed, air conditioned modern facility that would serve as the new office and Pro Shop. The original office and Pro-Shop was located within an open air building that featured a breezeway like structure. The project involved the demolition of select areas and enhancements to the existing open air breezeway tennis area. The upgraded office / Pro Shop building has new interior finishes, new lighting, impact resistant windows to protect the facility during the hurricane season in Florida. BEA also integrated a new reception area, offices, conference room, flexible casual seating for parents and visitors, enhanced security and a contemporary retail environment.

City of Opa-Locka Police Department Relocation Feasibility Studies,

FIRM'S RESPONSIBILITIES

KEY PERSONNEL

COMPLETION DATE

ESTIMATED COST ENTIRE PROJECT

OWNER'S NAME & ADDRESS

BEA Architects provided Feasibility Studies to evaluate the potential relocation of the Opa-Locka Police Department. BEA evaluated three options for the relocation of the Police Deparment. The first option is the relocation of the Department to a suite on the first floor of the same building; the second option is the relocation of the Department back to its previous location on Ali Baba Avenue; and a third option is to design a new building for the Department at a new site within the City of Opa-Locka. For each location evaluated, BEA provided Land Assessment, Zoning/Code Assessment based on all related Code Compliance requirements from agencies having jurisdition, including Florida Department of Law Enforcement (FDLE), Cost Analysis, Design Criteria, and Preliminary Project Timeline.

TECHNICAL
CAPABILITIES & EXPERIENCE

Miami Beach Historic City Hall Interior Renovations,

FIRM'S RESPONSIBILITIES

KEY PERSONNEL

COMPLETION DATE

ESTIMATED COST ENTIRE PROJECT

OWNER'S NAME & ADDRESS

As part of an Architectural Continuous Service Contract with the City of Miami Beach, BEA Architects provided Architectural and Engineering Services for Interior Tenant Improvements to the City of Miami Beach Historic City Hall. BEA designed the interior renovations for two stories of the building, totaling of approximately 3,450 SF. BEA conducted program verification based on the input from the Property Management Department (PMD), and prepared space plans based on the programming information that was provided by the same department. Some of the interior improvements include the replacement of new flooring, new floor base, and the replacement of existing ceiling tiles that were damaged or worn. The design and renovations were done so that the historical façade and interiors would match while preserving the historical value. BEA also was responsible for Permitting and preparing and issuing Bid Documents, as well as providing Construction Administration services and Project Close-out.

Miccosukee Golf & Country Club Cart Barn,

FIRM'S RESPONSIBILITIES

KEY PERSONNEL

EXPECTED COMPLETION DATE

ESTIMATED COST OF ENTIRE PROJECT

OWNER'S NAME & ADDRESS

BEA Architects is providing Architectural and Engineering services for Miccosukee Golf and Country Club's new Cart Barn, which will have a canopy to provide shelter for existing driving range positions and two private driving positions for instruction lessons. Our scope of work includes providing Schematic Design, Demolition Drawings, Design Development, and Construction Drawings (Permit set), as well as Value Engineering, Document Revision, Cost Estimates, Scheduling, Construction Administration, and Project Close-Out. BEA currently developed the demolition drawings to clear the space for the 6,700 SF for the new enclosed Golf Cart Storage facility, which will serve the Miccosukee Golf and Country Club employees and visitors.

Florida International Terminal Office Building,

FIRM'S RESPONSIBILITIES

KEY PERSONNEL

COMPLETION DATE

ESTIMATED COST ENTIRE PROJECT

OWNER'S NAME & ADDRESS

BEA Architects provided complete Design/Build Services for a new high tech two-story office/ administration building for Port Everglades Terminal LLC (PET) at Port Everglades, FL. The facility is approximately 6,020 SF and consists of 13 offices, seven offices distributed on the first floor and six on the second floor, a lobby room area at the main entrance, restrooms on both floors, a 288 SF conference room that was design to host up to 12 people, three open space areas, a 301-SF employees break room, and multiple storage rooms and large warehouse storage with racking system and load dock. The PET Office Building was designed with resiliency in mind to withstand hurricane force winds and the harsh coastal environment.

SUB-CONSULTANTS

Sub-consultant Company Name	Services to Provide
Johnson, Levinson, Ragan, Davila, Inc.	Mechanical, Electrical & Plumbing Engineering | Fire Protection
Bliss & Nyitray, Inc.	Structural Engineering
Engenuity Group, Inc.	Civil Engineering & Land Surveying
KEITH & Associates, Inc.	Landscape Architecture
Terracon Consultants, Inc.	Geotechnical Engineering

TAB 3
MISCELLANEOUS INFORMATION

Architectural Consultant Continuing Services Contract 2023

LITIGATION

December 20, 2023

Village of North Palm Beach
645 Prosperity Farms Road,
North Palm Beach, FL 33408

RE: Litigation History

Dear Purchasing Division,

I, Mr. Bruno-Elias Ramos, AIA, GC, LEED AP, Principal-in-Charge of BEA Architects, Inc., hereby declare that BEA Architects only has one pending litigations in the last three (3) years that will not affect our ability to perform the Scope of Services outlined in the Soliciation RFQ-2024-014-OA. Below is the information related to BEA's pending litigations.

Plaintiff	Defendant	Date of Complaint	Case Number	Claim	Venue of the Action	Status
Ransom Everglades School, Inc.	BEA Architects ET AL	9/11/2020	132020CA019560000001	Professional Neglicence	Damages are not available at this time	Discovery

Sincerely,

BEA Architects, Inc.

Bruno-Elias Ramos, AIA, GC, LEED AP
Principal-in-Charge

ENERGY EFFICIENT & SUSTAINABLE VISION EXPERIENCE

SUSTAINABILITY AND WELLNESS

As a member of the United States Green Building Council (USGBC), BEA Architects maintains an utmost commitment to sustainability practices in all projects. BEA's Principal-In-Charge, Bruno-Elias Ramos, is a LEED-Accredited professional, and BEA will employ additional staff members holding LEED AP designation for this agreement.

BEA Architects integrates sustainable practices from project inception and continues to build these practices as the project develops, which ensures that these initiatives become part of the natural ongoing project development process. Throughout project phases, BEA utilizes comparative analysis techniques that create sustainability by providing various design and material alternatives. These alternatives are presented to the Town with potential cost and design implications to allow the client to decide which initiatives are best for the overall project goal. In this way, BEA can make sure that the client is fully informed and can evaluate sustainability options from every angle, keeping budget and time constraints in mind.

BEA Architects also brings their in-depth knowledge of the Florida Green Building Coalition (FGBC) to all their projects. In doing so, BEA provides first-hand knowledge of the latest techniques and materials to promote Green Building Standards and environmentally sustainable projects while maintaining operational efficiency.

BEA Architects is aware of the multitude of components of the WELL Building Standard and is passionate about integrating design components that advance human health and well-being initiatives via lighting, air, and water, and additional occupant-pleasing design initiatives. BEA enjoys implementing Wellness Architecture into its designs to promote an earth-friendly environment, allowing staff and citizens to surround themselves with a safe, clean, and eco-friendly environment.

Moreover, BEA is highly knowledgeable in building automation, designing buildings that are smart to occupants" needs and responsive to internal and external changes, climatic or programmatic. Along with LEED certification, BEA will also attempt to employ techniques for these advancements when appropriate to obtain a Gold LEED Certification for each project.

Alongside our professional team of consultants, the team has worked on 50+ LEED projects in the State of Florida, including but not limited to:

- PortMiami Cruise Terminals D & E, Miami, FL - Silver Certification
- Galaxy Elementary School – Platinum Certification
- FAU Innovation Village Apartments – Gold Certification
- The Conservatory School at North Palm Beach – Gold Certification
- Gove Elementary School – Registered – Silver Certification
- FAU 600 Bed Residence Hall –Silver Certification
- Pompano Beach Fire Station No. 103, Pompano Beach, FL - Gold Certification
- Rosenwald Elementary School, South Bay, FL - Silver Certification
- FLL Terminal 1, Fort Lauderdale, FL - Silver Certification
- Young At Art Museum and Broward County Library, Broward County, FL - Gold Certification

REFERENCES

Client Name:	City of Opa-Locka, FL
Contact:	Carlos Gonzalez
Address:	780 Fisherman Street, Opa-locka, FL 33054
Email:	cgonzalez@Opalockafl.gov
Phone/Fax:	(305) 953-2868
Contract Name:	RFQ No. 20-0324200, Architectural & Engineering Consulting Services
Contract Term:	December 2020 - December 2023
Client Name:	Miami-Dade County Internal Services Department
Contact:	Marlene Blanco-Saldivar
Address:	111 NW 1st Street, Suite 2420, Miami, Florida 33128
Email:	Marlene.Blanco@miamidade.gov
Phone/Fax:	(305) 375-3923
Contract Name:	PSA NO: PSA2024 | PROJECT NO: EDP-ID-W21AE02 | EDP, ISD New Architectural & Engineering Design Multiple Assignments
Contract Term:	December 2021 - December 2024
Client Name:	Palm Beach State College
Contact:	James Storms, Architect
Address:	4200 Congress Avenue, Lake Worth, Florida 33461
Email:	stormsj@palmbeachstate.edu
Phone/Fax:	561-868-3656
Contract Name:	RFQu# 20/21-01 for Architectural Services
Contract Term:	April 2021 - April 2024
Client Name:	Monroe County
Contact:	Steven Sanders
Address:	1100 Simonton St, Key West, FL 33040
Email:	sanders-steven@monroecounty-fl.gov
Phone/Fax:	(305)295-4338
Contract Name:	Professional Architectural and Engineering Services
Contract Term:	December 2018 - December 2022

LICENSES & CERTIFICATIONS

Ron DeSantis, Governor
Melanie S. Griffin, Secretary
dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

RAMOS, BRUNO E
BEA ARCHITECTS, INC
11575 NW 7 AVENUE
MIAMI FL 33168

LICENSE NUMBER: AR0012160
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

ISSUED: 12/07/2023

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Melanie S. Griffin, Secretary
dbpr

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

RAMOS, BRUNO E
ART DESIGN & CONSTRUCTION INC
11575 NW 7 AVENUE
MIAMI FL 33168

LICENSE NUMBER: CGC033989
EXPIRATION DATE: AUGUST 31, 2024
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ISSUED: 12/08/2023

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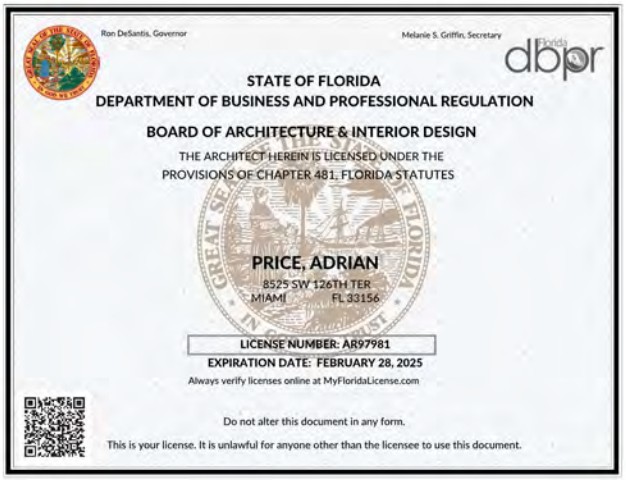
GBCI

GREEN BUILDING CERTIFICATION INSTITUTE

Bruno Elias Ramos

LEED® ACCREDITED PROFESSIONAL

March 31, 2009



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Melanie S. Griffin, Secretary
dbpr

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DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

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PRICE, ADRIAN
8525 SW 126TH TER
MIAMI FL 33156

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BOARD OF ARCHITECTURE & INTERIOR DESIGN

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DRAPER, ROBERT M
5410 NW 82 TERR
LAUDERHILL FL 33351

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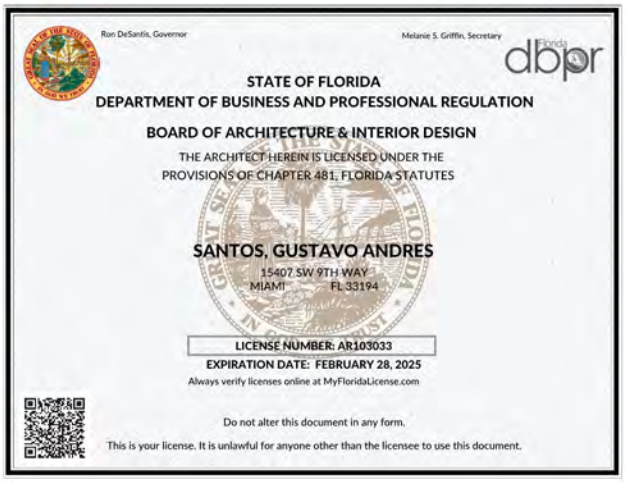

Ron DeSantis, Governor
Melanie S. Griffin, Secretary
dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

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SANTOS, GUSTAVO ANDRES
15407 SW 9TH WAY
MIAMI FL 33194

LICENSE NUMBER: AR103033
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TAB 4
REQUIRED FORMS

Architectural Consultant Continuing Services Contract 2023

PUBLIC ENTITY
CRIMES STATEMENT

RFQ EXHIBIT "A"
PUBLIC ENTITY CRIMES STATEMENT
UNDER § 287.133, FLORIDA STATUTES

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by Adrian Price, Vice-President
(print individual's name and title)
for BEA Architects, Inc.
(print name of entity submitting sworn statement)

whose business address is 11575 NW 7 Ave, Miami, FL 33168

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-1020158

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

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

PUBLIC ENTITY
CRIMES STATEMENT

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

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

The foregoing document was sworn and subscribed before me this 15th day of December, 2023 by Adrian Price, who is personally ~~known~~ to me or produced _____ as identification.

_____
Notary Public
My Commission Expires: 03/26/2027

NAZLI DOGA MERIC
Notary Public-State of Florida
Commission # HH 367876
My Commission Expires
March 26, 2027

DRUG-FREE WORKPLACE

RFQ EXHIBIT "B"
DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids or proposals which are equal with respect to price, quality, and service are received by any political subdivision for the procurement of commodities or contractual services, a bid or proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

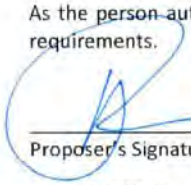
3. Give each employee engaged in providing the commodities or contractual services that are under bid or proposal a copy of the statement specified in subsection (1).

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 or proposal, 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 firm complies fully with the above requirements.



Proposer's Signature

12/14/2023
Date

SCRUTINIZED
VENDOR CERTIFICATION

RFQ EXHIBIT "C"
SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

This sworn statement is submitted to the Village of North Palm Beach, Florida

by Adrian Price, Vice-President
(print individual's name and title)
for BEA Architects, Inc.
(print name of entity submitting sworn statement)

whose business address is 11575 NW 7 Ave, Miami, FL 33168

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-1020158

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:

A. Does not participate in the boycott of Israel; and

B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

A. Is not on the Scrutinized Companies with Activities in Sudan List; and

B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over $1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

SCRUTINIZED
VENDOR CERTIFICATION

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

(Signature)

The foregoing document was sworn and subscribed before me this 15th day of December, 2023 by Adrian Price, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires: 3/26/2027

NAZLI DOGA MERIC
Notary Public-State of Florida
Commission # HH 367876
My Commission Expires
March 26, 2027

SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(A), FLORIDA STATUTES, ON DISCRIMINATION

RFQ EXHIBIT "D"
SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(a), FLORIDA STATUTES, ON DISCRIMINATION

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by Adrian Price, Vice-President
(print individual's name and title)
for BEA Architects, Inc.
(print name of entity submitting sworn statement)

whose business address is 11575 NW 7 Ave, Miami, FL 33168

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-1020158

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that "discrimination" as defined in Section 287.134(1)(b), Florida Statutes, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion.

3. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of an entity that discriminated; or

b. An entity under the control any natural person who is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another entity, or the pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity.

4. I understand that an "entity" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

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

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been placed on the discriminatory vendors list.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives,

SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(A), FLORIDA STATUTES, ON DISCRIMINATION

partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the discriminatory vendors list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

The foregoing document was sworn and subscribed before me this 15th day of December, 2023 by Adrian Price, who is personally known to me or produced _____ as identification.

_____
Notary Public
My Commission Expires: 3/26/2027

NAZLI DOGA MERIC
Notary Public-State of Florida
Commission # HH 367876
My Commission Expires
March 26, 2027

Architectural Consultant Continuing Services Contract 2023

BEA architects

Bruno-Elias Ramos, AIA, GC, LEED AP

Village of North Palm Beach

December 20, 2023

ROBLING
ARCHITECTURE
CONSTRUCTION

REQUEST FOR QUALIFICATIONS

ARCHITECTURAL CONSULTANT CONTINUING SERVICES CONTRACT

December 20,2023

101 Walker Ave, Greenacres, FL 33463 | Phone: 561.649.6705 | robling.com

B. TABLE OF CONTENTS

LETTER OF INTEREST

C. STATEMENT OF QUALIFICATIONS

TAB 1 CONSULTANT INFORMATION

- Contact Information
- Corporate Status
- Form of Organization
- Financial Statements
- Compensation

TAB 2 CONSULTANT TECHNICAL QUALIFICATIONS

- Area of Expertise
- Key Personnel
- Availability
- Technical Capabilities and Experience
- Sub-consultants

TAB 3 MISCELLANEOUS INFORMATION

- Litigation
- Energy Efficient and Sustainable Vision Experience
- References
- Licenses and Certifications

ROBLING

December 20, 2023

The Village of North Palm Beach
501 US Highway One
North Palm Beach, FL 33408

Re: Letter of Interest - RFQ for Architectural Consultant Continuing Services Contract 2023

Dear Members of the Selection Committee:

Robling Architecture Construction, Inc. (RAC) is pleased to submit our qualifications to provide Professional Architectural/Engineering Services related to public facilities, facility maintenance, interior design, and facility site improvements for the Village of North Palm Beach. We are confident that our team is the best choice for this continuing contract based upon:

» **INTEGRITY:** Large or small. Public or Private. Highly specialized details that change the architecture or simple elements that directly improve peoples lives. Our commitment to making a difference through our work in the community has attracted and retained a professional team of experts with expansive ideas and experience.

For the past 18 years, RAC has been providing Design services throughout Palm Beach County. Our firm is built on the basic principle of serving as an advocate for the communities in which we build, live, and give back to. We strive to deliver quality work that meets or exceeds your expectations and client satisfaction is a key element to our success. We will work together with your team to provide supreme expertise and will respond with solutions.

» **COMPREHENSIVE EXPERIENCE:** We understands the uniqueness of each project we are hired for. We have extensive recent experience completing architectural projects under continuing contracts. Our dedicated design team has performed programming, produced design development and schematic designs, completed construction documents and performed project management and construction administration on many facility renovation/ remodels, as well as, new design projects. Our track record for balancing scope, schedule, budget, and level of quality is unrivaled. We will work to build consensus among the different stakeholders and deliver a best-value project.

» **IN HOUSE RESOURCES and LOCALITY:** Our proximity to the jobsite allows quick response times to onsite visits during the entirty of the contract. Robling Architecture Construction is unique to other design firms because, in addition to our Architectural services, we offer Professional Construction Management and Engineering services. This asset offers enhanced collaboration, beneficial insight, and suggested ideas of validity to our design team.

We feel the variety, experience & success we have with our recent and past continuing contracts with others will translate directly to the Village of NPB objectives.

Damon A. Robling, Architect, CGC, NCARB, President
Robling Architecture Construction, Inc.

Statement of Qualification
Tab 1: CONSULTANT INFORMATION

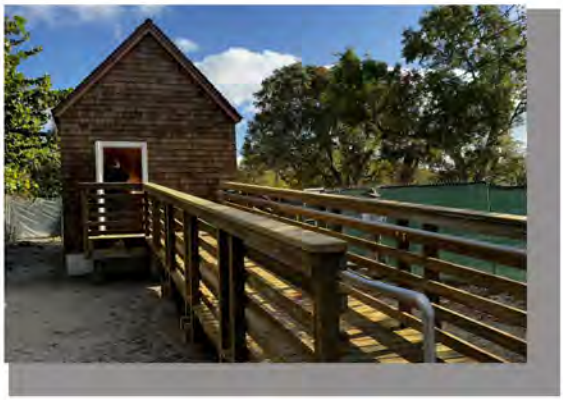
- Contact Information
- Corporate Status
- Form of Organization
- Financial Statements
- Compensation

ROBLING
ARCHITECTURE CONSTRUCTION

WWW.ROBLING.COM

FIRM OVERVIEW

For more than a decade and a half, Robling Architecture Construction has been providing design services throughout Palm Beach County. The company has steadily grown into one of the most well known, highly recommended and respected firms in Palm Beach County, employing 20 full-time Palm Beach County professionals offering services in architecture, interior design, construction administration, engineering, and construction management. The cornerstone of the RAC culture is trust. More than 15 years ago, Damon Robling made it his mission to build a firm not only on his expertise—but also on his integrity. Today, the company's commitment to creating valued relationships is deeper than ever. RAC treats stakeholders as they'd like to be treated—with respect. It's the soul of the company, and it's nonnegotiable.



OFFICE LOCATION

Corporate Office
All of RAC's team members assigned to this contract will be based out of our corporate office at **101 Walker Avenue, Greenacres, FL 33463** and can be reached at
T: (561) 649-6705 E: dr@robling.com

LICENSES

• Architecture	AA2600115
• Engineering	EB28211
• General Contracting	CGC1504260 / CGC1519130
• Standard Building Inspector	BN003851

CONTACTS

Damon Robling
Office: 561-649-6705
dr@robling.com

Holly Kennedy
Cell: 561-718-4957
holly@robling.com

"Their team is personable, approachable, and responsive... we would not hesitate to recommend Robling Architecture Construction."

Joseph Schneider | PRINCIPAL | Liberty Park Elementary

CLIENTELE

» School District of Palm Beach County, Division of Facilities Management
» Palm Beach Atlantic University
» City of Greenacres,
» Palm Beach County, Capital Improvements Division
» JKM Developers

Robling Architecture Construction, Inc.
Certificate of Authority
License No. P050000141070

State of Florida
Department of State

I certify from the records of this office that ROBLING ARCHITECTURE CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on October 14, 2005.

The document number of this corporation is P05000141070.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 18, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

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

Secretary of State

Tracking Number: 3371735830CC

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

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

COMPENSATION

How we determine compensation varies by project scope and budget. A project with an established construction budget of $500k or greater would be determined by the DMS fee calculator. A project with no established construction budget or a budget less than $500k would be determined by estimating the time and resources required and a fixed fee negotiated.

Services are billed monthly by project phase and percent complete.

FINANICAL STATEMENTS

You will find a copy of Robling Architecture Construction, Inc. financial statements for the three previous years in Tab 3 | Miscellaneous Information.

The remainder of page is intentionally blank

Statement of Qualification

Tab 2: CONSULTANT TECHNICAL QUALIFICATIONS

- Areas of Expertise
- Key Personnel
- Availability
- Technical Capabilities and Experience
- Sub-consultants

Since our inception in 2005, Robling Architecture Construction, Inc. has focused on the design of renovations and repair projects. During this time Robling Architecture Construction, Inc. has completed 200+ successful projects, many of them very similar to the scope of work expected of this contract. RAC presents a resume that is ideally suited to the types of projects we would expect to see under this contract.

Summary Of Firm's Past Performance Related Experience:

- Develop construction documents and specifications required to achieve permits within schedule and budget.
- Numerous facility design, exisiting facility maintenance, interior design, and facility remodeling/renovations for public and private clients.
- Preforming field review, producing detailed scope of work reports, and cost proposals.
- Successful project management, scheduling, and construction administration services.
- Florida Building and ADA Accessibility Codes
- CPTED Principals

The Village Of North Palm Beach Will Benefit From Our Teams:

- 80+ years of combined architectural design and build experience for public and private facilities.
- In-house resources including quality assurance, cost estimating, scheduling, safety, construction management and engineering capabilities.
- Our design team personnel are our Construction Administration team. This offers consistency and absolute understanding of design to build.
- An established business relationship with the proposed Engineers encourages close collaboration and transparency.
- Centralized office allows quick response times to your jobsite.

RAC has the breadth of resources to accomplish the SDPBC goals. Yet, our company is still small enough to ensure that peers collaborate with one another and executives are involved in decision making.

ABILITY AND APPROACH TO PROJECT

ABILITY AND EXPERIENCE IN SIMILAR SCOPE

Robling Architecture Construction is a full services, privately-owned Architectural and Construction Management Firm. Robling has 5 full time employees in our architecture department, 1 registered architect, 2 others have degrees in architecture/interior design and the balance are proficient in CAD and Revit.

Our staff members are uniquely exposed to the practices of both Architecture and Construction which offers a much broader perspective to the understanding of designing an efficient and well documented building. Our combined experience of planning, investigating, design, through, permitting, and Construction Administration will deliever a comprehensive strategy to achieve the County's goals through each phase.

Under multiple continuing contracts with various clients, Robling provides architectural design for new construction & renovation projects throughout Palm Beach County. Over the past 12 years we have completed over 200 projects construction cost ranging in value from $15,000 to $4,000,000. We understand the individual uniqueness of each project and they expose us to a wide variety of tasks and have allowed us to develop relationships with consultants that also specialize in minor construction & renovation projects. Nearly all of these projects take place in active public facilities that must maintain their daily functions. As such, Robling is sensitive to the challenges of working around the public and are used to working with flexible hours to accommodate the User's schedule. We feel the variety, experience & success we have with our other continuing contracts will translate directly to the challenges that may develop for your important projects.

KEY CONCEPTS

The Client: The process of design involves the understanding of the client, their type of business, program requirements, vision, budgets and schedules, the desired building, it's location and history; technical requirements, such as building codes, ADA codes, infrastructure; and the health, safety, and welfare of the occupants and the environment.

Transparency: Effective communication is fundamental to assure clarity, trust, and follow-up. Coordination meetings with key team members and subconsultants are conducted at appropriate intervals. Theses discussions are documented and distributed to the project team.

Responsiveness: A project team contact list will be developed to assure owner and team rapid communication through email, or direct call. All phone calls, requests and emails will be responded in a timely manner.

PROJECT APPROACH

Based on RAC's extensive design experience with remodel/renovation projects, a successful series of approaches and processes have been developed to provide finely-tuned, consistently creative, and highly customized designs for each new assignment we undertake.

Renovation and Modification

For our remodel/renovation projects, we have developed an individual approach to provide creative and budget conscious solutions that differs from our approach to new construction projects and involves:

Scope and Assessment

Initial visits to the existing facility will be focused on investigation of budget scope & maintenance priority items, visible deficiencies, and ADA violation items. RAC works closely with the Construction Manager and the Client to ensure that critical scope elements and deficiencies are identified and prioritized for incorporation into a detailed Scope Validation Report.

Maintenance Considerations & Other Critical Project Components

Our experienced design team will select finishes and materials and prepare color boards. Our design team will consider the aesthetic appeal; initial and ongoing costs; life cycle assessment considerations; and, the ability to reuse and or recycle any existing work that is to be removed or demolished. In order to enhance future maintenance of the new work, our team will endeavor to specify materials that are readily available and easily maintained. It is critical that all materials, products and systems are compatible with any existing systems or standards in place in order to reduce the amount of inventory required for maintenance.

Management Approach

RAC's design team is also RAC's Construction Administration team. Our design team is involved from the beginning and stays on the project until it has successfully closed out. As construction gets underway, we attend OAC meetings, observe the work in progress to ensure that it is in accordance with the Construction Documents, review the Construction Manager's applications for payment, prioritize and review submittals, respond to requests for information, prepare drawing revisions if required, and assist with all aspects of the project paperwork and documentation. As the project nears substantial completion we prepare detailed punch lists to document items that required corrective action prior to occupancy.

New Construction

Phase 1: Programming

Architectural programming is the critical foundation and first step of the design effort; it consists of identifying and systematically organizing the functional, architectural, structural, mechanical, aesthetic, and budget criteria of the clients desires. Effective programming requires in-depth research and sound decision making to identify the scope of work to be designed. The value of having Robling Architecture Construction as your architects is the combined experience in programming. We will conduct the programming phase in a highly interactive workshop involving all stakeholders to ensure the needs, desires, and expectations are documented in a organized and detailed Program Report and understood by all team members.

Phase 2: Schematic Design

When schematic design does begin, the Program Report becomes the source for every aspect of the design process, turning graphic illustrations and data collection into the definition of three-dimensional space. A range of alternative design concepts are explored to define the character of the project and optimize realization of the project program. During this phase, the budget is examined for cost saving opportunities. The combined knowledge of our design and construction management teams of the construction marketplace and sensitivity to our clients needs serve as in-valuable when developing value engineering ideas.

Phase 3: Design Development

In this next phase, the broad approach of the schematic design is refined, with emphasis on resolving potential design conflicts, generating detailed drawings and renderings of the project and exploring constructibility issues inherent in the design.

Phase 4: Construction Documents

The final stage of the drawing process. These will capture all of the details of the design. They will undergo extensive quality control and coordination prior to submission for permit. Throughout the design and drawing process we collaborate with the Building Department to ensure that when the Construction Documents are submitted to for review and permit that they go through with minimal comments. Any plan review comments we receive are quickly addressed.

Phase 5: Construction Administration

RAC's design team is also RAC's Construction Administration team. Our design team is involved from the beginning and stays on the project until it has successfully closed out. As construction gets underway, we attend OAC meetings, observe the work in progress to ensure that it is in accordance with the Construction Documents, review the Construction Manager's applications for payment, prioritize and review submittals, respond to requests for information, prepare drawing revisions if required, and assist with all aspects of the project paperwork and documentation. As the project nears substantial completion we prepare detailed punch lists to document items that required corrective action prior to occupancy.

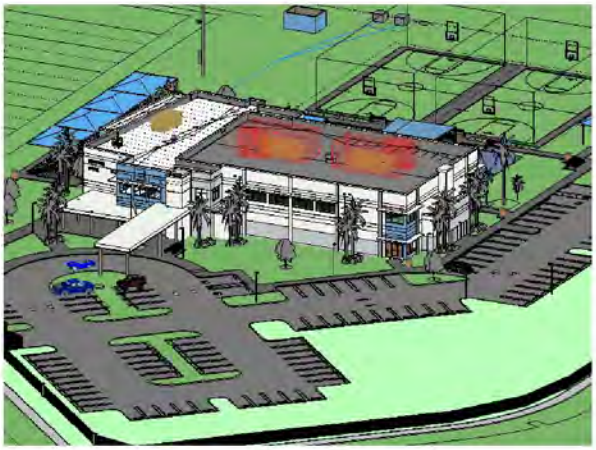
INNOVATION IN PROJECT DESIGN

With an expanding applicability BIM is becoming a powerful tool to organize and present large data sets that describe every component of a building. As part of our BIM involvement we are using the technology to facilitate the collaboration and communication between the owner, design team, and the construction team in order to best meet the project's goals. The purpose is to ensure maximum benefit by spending more time focusing on the design, enhanced

visualization of the project at all stages of development, construction deliverables, and the reduction of construction coordination conflicts in the field.

In addition to Robling Architecture Construction's skills, our consultants are well-versed in BIM Software as well. This combination of expertise allow full team interdisciplinary participation to assist identifying incongruence before you have to pay for them, increase quality control and impact the design process for higher quality project delivery.

We place value on full team and interdisciplinary participation. We find it to be both an informed approach to project definition and development, as well as a trust-building opportunity across the client and team. Early and often ***we will*** maintain communication with the entire team, including the client and stakeholders. To ensure proper presentation of information for specialty components in the design, our team reaches out to vendors for consulting.



Drawings and renderings are prepared in REVIT. Robling Architecture Construction, Inc. utilizes Building Information Modeling (BIM) to reduce RFIs and costly time delays and revisions during the construction phase and improve long term building performance. We will eliminate conflicts prior to construction speeding up construction and saving money

COST EFFECTIVENESS

Working with various governmental agencies in Palm Beach County we are acutely aware of the need to design within the budget and will have verifications of cost at each phase of Project Development.

Cost Estimates are performed at:

- Completions of the Advanced Schematic Design Phase
- Completion of 50% Construction Documents
- Completion of 95% Construction Document

During the scope validation, ***we will*** work closely between department and with District personnel to ensure that critical scope elements and deficiencies are identified and prioritized for incorporated into a detailed Scope Validation Report that includes Schematic Design drawings and a Probable Construction Cost estimate.

Moving into the Design Development Phase, as the project scope is agreed upon, the drawings are further developed to clarify the scope and to ensure that the Construction Manager can produce accurate cost estimates.

Validation of the design against the budget is analyzed and adjusted at each phase before moving on to the next.

This ensures that good advice and thoughtful planning have been applied to the development of the program with an appropriate depth of engineering input.

ABILITY TO MEET SCHEDULE REQUIREMENTS

For proper planning, the project schedule is prepared by identifying and incorporating critical activities and their realistic durations. The RAC design team has worked on many projects for public agencies, most of which require detailed delivery schedules to be maintained. **Your Project Manager, Daniel Arrieta,** will prepare and maintain a detailed schedule containing milestones, stakeholder review periods, jurisdictional review periods, and relevant project activities.

QUALITY CONTROL AND QUALITY ASSURANCE

Teamwork is key to a successful project. Quality begins with the Team. The best qualified personnel are specifically selected for the project based on its special and particular technical needs. A design team kick-of meeting is held to provide a uniform multi-discipline understanding of the project's scope, schedule, budget, and owner's needs & expectations. Schedules are carefully developed to ensure a well-coordinated and an agreed upon project delivery schedule. The schedule includes time for multi-discipline cross checks ahead of the deliverable dates in order to submit well-coordinated documents.

Full peer reviews of the documents will performed by someone not associated with the project to ensure design goals are being met, documents make a coherent statement, the scope of work is clear and without redundancy, that there are consistent references between drawings and specifications, and that the sustainability goals are addressed. In addition, plans will be reviewed regularly by our in-house construction team to add yet another layer to the already comprehensive review process.

PROPOSED TEAM

We've selected a highly experienced team of professionals for this project with signifcant experience in Master Planning, Facility Needs Assessment, Design, Engineering and Construction. We have included the specific responsibilities of team members below and resumes for each of the team members follow.

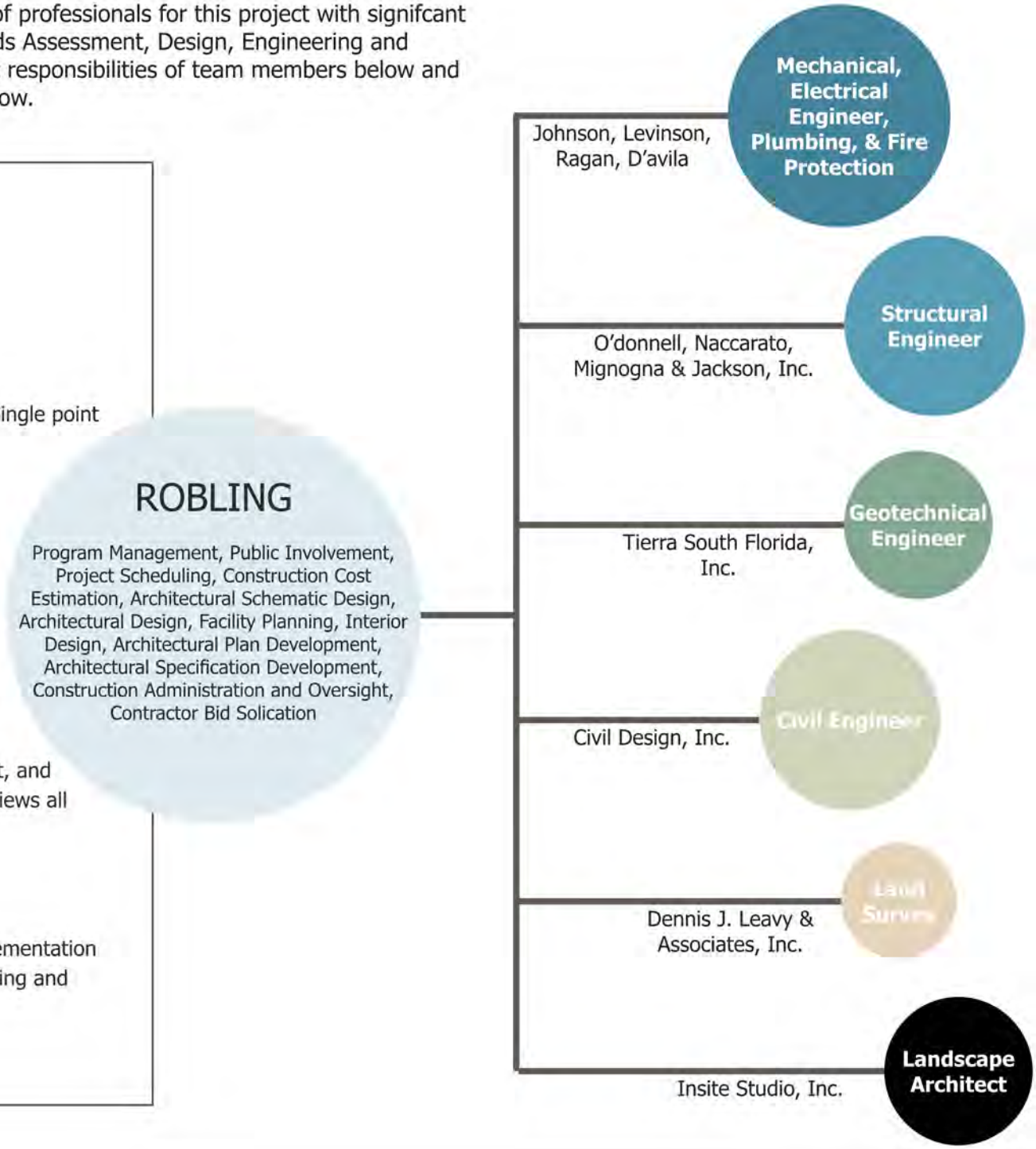
ARCHITECTURE

Damon Robling, AIA, CGC, NCARB
President; Contract Executive
Will be The Village of North Palm Beach's Single point of contact for this continuing contract.

Russell Hauss,
Director of Architecture
Manages the effort of the entire design team and advises project leadership on planning and resource challenges.

Daniel Arrieta,
Project Architect & QC Manager
Responsible for design development, shop drawing reviews, change order managment, and verifcation of construction compliance. Reviews all code and tecnicial specification.

Jessica Hewtty,
Project Designer
Responsible for the development and implementation of conceptual design, managing programming and interior design activities.



ROBLING
ARCHITECTURE
CONSTRUCTION

DAMON A. ROBLING

CONTRACT EXECUTIVE / PROJECT ARCHITECT
AIA, CGC, NCARB

Education

- Bachelor of Architecture, 1995, Florida A&M University
- Associate in Arts, 1991 St. Petersburg College

Experience

- 17 years as President at Robling Architecture Construction, Inc.

Professional Accreditations

- Registered Architect Florida AR-0016782
- Certified General Contractor CGC1504260
- Certified Standard Inspector Florida BN-3851
- OSHA Construction Safety 10-Hour Course
- Certified Mold Inspector & Remediator

Wellington, FL

Damon Robling AIA, CGC, NCARB, registered Architect, and proposed Contract Executive, has background in both architectural design and construction management. Damon utilizes his expertise in our approach to design and detailing, always keeping budget and constructibility in mind. He has 30+ years of experience providing design, estimating, consulting, marketing, investigation, and construction administration services. Mr. Robling's background includes new construction and renovation projects for educational, government, multi-family, and commercial clients. He has provided design services and construction management for a wide variety of clients including The School District of Palm Beach County, Palm Beach County, The City of West Palm Beach, Florida Atlantic University, Palm Beach State College, JKM Developers, LLC as well as many more. Damon was a member and remains a fellow to the Village of Wellington Architecture Review Board. He is responsible for overseeing day to day operations of the firm and assists the project team in all matters pertaining to the project.

Relevant Project Experience

School District of Palm Beach County, Architectural Services Continuing Contract, Various Projects
Contract Executive / Renovations & Additions / $200,000 or less

School District of Palm Beach County, Construction Management Services Continuing Contract, Various Projects
Contract Executive / Renovations & Additions / $5,000 - $2M

Florida Atlantic University, Construction Management Services Continuing Contract, Minor Projects
Contract Executive / Renovations & Additions / $2M or less

Palm Beach County Capital Improvements Dept., Construction Management Continuing Contract, Various Projects
Contract Executive / Renovations & Additions / $ 50,000 - $2M

Palm Beach County Capital Improvements Dept., Fire Rescue Renovations Continuing Contract, Various Projects
Contract Executive / Renovations & Additions/ $20,000 - $4M

City of Greenacres, Architectural Services Continuing Contract, Various Projects
Contract Executive / Renovations & New Construction/

ROBLING
ARCHITECTURE
CONSTRUCTION

RUSSELL A. HAUSS

Director of Architecture

Experience

- 5 years as Project Manager at Robling Architecture Construction, Inc.
- 5 years as Project Manager at Bloc3 Design, Inc.
- 5 years as Project Manager at Evergreen Construction, Inc.
- 1 year as Project Manager at Klewin Construction, Inc.
- 3 years Project Manager at Song + Associates
- 3 years as Project Manager at Fanning & Howey Asso., Inc.

Professional Accreditations

- Proficient in AutoCAD and experienced in Revit design software
- NICP Crime Prevention Through Environmental Design (CPTED) Specialized Topics - Schools 16 Hour Certified

Lake Worth, FL

As Director of Architecture with over 20+ years of almost exclusively Palm Beach County K-12 experience, Russ is responsible for the overall management of the project from award through closeout. He is directly involved in scope validation, agency permitting, coordination, construction documents, QA / QC and construction administration. In addition to the 16 plus years Russ has as a design project manager, he also has 6 years of K-12 project management experience as a construction manager. Russ knows the SDPBC procedures, design criteria, master specs, is extremely proficient in AutoCAD and has a working knowledge of Revit. Russ leads the team using a collaborative, results based approach.

Relevant Project Experience

Belvedere Elementary School, West Palm Beach
Sr. Project Manager / Renovations & Repairs / $1.8M / 93,980SF

Highland Elementary School, Lake Worth
Sr. Project Manager / Renovations & Repairs / $4.7M / 137,938 SF

Liberty Park Elementary School, Greenacres
Sr. Project Manager / Renovations & Repairs / $5.8M / 121,615 SF

Acreage Pines Elementary School, Loxahatchee, FL
Sr. Project Manager / Renovations & Repairs / $5.4M / 68,000 SF

Loxahatchee Groves Elementary School, Loxahatchee
Sr. Project Manager / Renovations & Repairs / $7.7M / 74,000 SF

Calusa Elementary Facilities School, Boca Raton
Sr. Project Manager / Renovations & Repairs / $6.8M / 74,000 SF

10 Schools Single Point of Entry, Palm Beach County
Sr. Project Manager / Remodel & New Construction / $139,000 - $399,000 each

Diamond View Elementary School, West Palm Beach
Sr. Project Manager / Reroof / $2.1M / 110,147 SF

South Shop Complex, Boynton Beach
Sr. Project Manager / Modular Install / $2M

Whispering Pines Elementary School, Boca Raton
Sr. Project Manager / Modular Install / $913,000

Spanish River High School Restrooms, Boca Raton
Sr. Project Manager / Remodel / $860,000

K.E. Cunningham Elementary School Pavilion, Belle Glade
Sr. Project Manager / New Construction / $1M / 4,505 SF

ROBLING
ARCHITECTURE
CONSTRUCTION

DANIEL A. ARRIETA

PROJECT MANAGER
Assoc. AIA

Education

- Master of Architecture, 2015, Florida International University

Experience

- 3 year as Project Manager at Robling Architecture Construction, Inc.
- 6 years as Project Manager at West Architecture + Design

Professional Accreditations

- Associate member of the AIA
- Proficient in AutoCAD, Revit, and Sketch Up design software

Palm Springs, FL

Daniel has 9 years of experience in all phases of architectural design and project management. He is experienced in wide variety of large scale projects including K-12 educational facilities, recreation and community centers, fire stations, and mixed-use commercial. Daniel is involved in the project from inception and his responsibilities include: development of the facility specific design and program, building and life safety code compliance, coordination, construction documents, document control and construction administration. Daniel is highly proficient in Revit and AutoCAD.

Relevant Project Experience

William T. Dwyer High School, Palm Beach Gardens
Project Manager / Renovations & Repairs / $14.8M / 333,903 SF

Diamond View Elementary School, West Palm Beach
Project Manager / Reroof / $2M / 106,169 SF

K.E. Cunningham Elementary School Pavilion, Belle Glade, FL
Project Manager / New Construction / $1M / 4,505 SF

Jupiter Elementary School, Jupiter
Project Manager / Modular Install / $720,000

PBAU W.G. Lassiter Bookstore, West Palm Beach
Project Manager / Interior Renovation / $911,220 / 3,900 SF

PBAU Johnson Hall Dormitory, West Palm Beach
Project Manager / Interior Renovation / 25,000 SF

City of Greenacres City Hall, Greenacres
Project Manager / Space Needs Study / 26,500 SF

Lotis Wellington Medical Office, Wellington
Project Manager / New Construction / 20,000 SF

Lotis Kids R Kids Daycare, Wellington
Project Manager / New Construction / 19,400 SF

ROBLING
ARCHITECTURE
CONSTRUCTION

JESSICA HEWTTY

PROJECT DESIGNER

Education

- Associates in Science in Interior Design, 2022, Palm Beach State College

Experience

- 4 years as Project Designer at Robling Architecture Construction, Inc.

Professional Accreditations

- Proficient in AutoCAD, Revit, and other Autodesk and Adobe Creative Suite design softwares

Lake Worth, FL

Jessica has 4 years of experience participating in a variety of roles on SDPBC design and construction projects. Her role in assisting the project managers allows her to connect her education to design practices. Jessica takes pride in maintaining excellent client relationships and is well-rounded "team player". She is proficient with AutoCAD, Revit, Autodesk design softwares, and is well versed in design development and construction document production.

Relevant Project Experience

Belvedere Elementary School, West Palm Beach
Asst. Project Manager / Renovations & Repairs / $1.8M / 93,980SF

Diamond View Elementary School, West Palm Beach
Asst. Project Manger / Reroof / $2M / 106,169SF

William T. Dwyer High School, Palm Beach Gardens
CA Assistant / Renovations & Repairs / $14.8M / 333,903 SF

Acreage Pines Elementary School, Loxahatchee
CA Assistant / Renovations & Repairs / $5.4M / 68,000 SF

Loxahatchee Groves Elementary School, Loxahatchee
CA Assistant / Renovations & Repairs / $7.7M / 74,000 SF

Calusa Elementary School, Boca Raton
CA Assistant / Renovations & Repairs / $6.8M / 74,000 SF

10 Schools Single Point of Entry, Palm Beach County
CA Assistant / Renovation / New Construction / $139,000 - $399,000 each

PBAU W.G. Lassiter Bookstore, West Palm Beach
Project Designer / Interior Renovation / $911,220 / 3,900 SF

PBAU Johnson Hall Dormitory, West Palm Beach
Project Designer / Interior Renovation / 25,000 SF

City of Greenacres City Hall, Greenacres
Project Designer / Space Needs Study / 26,500 SF

Lotis Wellington Medical Office, Wellington
Project Designer / New Construction / 20,000 SF

Lotis Kids R Kids Daycare, Wellington
Project Designer / New Construction / 19,400 SF

Chuck Gableman, P.E., LEED AP®
President

JOHNSON, LEVINSON, RAGAN, DAVILA, INC.
CONSULTING ENGINEERS

1450 Centrepark Boulevard, Suite 350
West Palm Beach, FL 33401
(561) 689-2303 · (561) 689-2302 Fax
www.jlrdinc.com

Education
Florida Atlantic University, 1993
Bachelor of Science, Electrical Engineering, FL PE59136

Professional Experience
32 Years with JLRD

Mr. Gableman is President of JLRD and an Electrical Engineer with 32 years of experience providing design, investigation, estimating, analysis and construction administration for communications, lighting, power, and related electrical systems.

He has demonstrated experience in designing low voltage communications, telecommunications, and life safety systems. He specializes in electrical distribution systems, performing fault, load flow and coordination studies, as well as UPS and generator backed up systems. He frequently assists clients with investigative surveys, feasibility studies, programming, and project budgeting to define scope requirements for a wide variety of projects.

Chuck has served as the Project Manager and Electrical Engineer of Record on numerous projects for public and private entities throughout Florida. Clients include Palm Beach County, the City of West Palm Beach, FDOH West Palm Beach, Palm Beach State College, the School District of Palm Beach County, Johnson & Johnson, and NASA. His detail-oriented efforts include designs for new facilities, as well as renovation and repair projects, and modernizations, studies, and full building system assessments.

Contact

Phone: 561-689-2303, ext. 106
Email: cgableman@jlrdinc.com
Website: www.jlrdinc.com

Work Experience

SRWRF Facility Water Treatment Plant – F/A Repl. at 11 Buildings
Boynton Beach, FL

PBC WTP #8 Ozone Building Replacement
West Palm Beach, FL

Palm Beach County WUD, WROC Complex
Belle Glade, FL

PBC WTP #2 Admin Building New Elevator and F/A System Repl.
West Palm Beach, FL

PBC WUD Central Region Operations Center
West Palm Beach, FL

PBC WUD SROC – Pump and Wash Facility
Delray Beach, FL

Palm Tran South Expansion
Delray Beach, Florida

PBC Health Department – Generator Replacement
West Palm Beach, FL

Village of Wellington Municipal Complex
Wellington, FL

PBC Sports Lighting Replacement at Parks throughout Palm Beach County

PBC South County Courthouse Fire Alarm Design
Delray Beach, FL

PBC Water Utilities Department – SROC Lab K
Delray Beach, FL

Listen • Evaluate • Collaborate • Solve

Keith Lorinos, PE
Mechanical Engineer

JOHNSON, LEVINSON, RAGAN, DAVILA, INC.
CONSULTING ENGINEERS

1450 Centrepark Boulevard, Suite 350
West Palm Beach, FL 33401
(561) 689-2303 · (561) 689-2302 Fax
www.jlrdinc.com

Education
The Cooper Union, 2005
Bachelor of Science, Mechanical Engineering

Registrations
Professional Engineer, Mechanical & Fire Protection, Florida – PE73794

Professional Experience
18 Years / 8 years with JLRD

Mr. Lorinos is a Mechanical and Fire Protection Engineer with JLRD. He has 8 years' experience in Mechanical and Fire Protection engineering, as well as 10 years in Structural engineering. His experience includes design of air-cooled and water-cooled chiller plants, pumping and piping systems, air distribution, and fire protection systems.

Mr. Lorinos has served as a Mechanical Design Engineer and EOR on numerous projects in both the public and private sectors such as Educational, Commercial, Municipal, and Federal clients. He has performed studies for ice storage plants with air cooled and water-cooled chillers to save the client money by using less on-peak electricity. He has designed several new projects that include chiller plants, as well as renovations, working closely with the end users to select and implement the mechanical systems to best meet their needs and budget constraints.

Contact

Phone: 561-689-2303, ext. 125
Email: klorinos@jlrdinc.com
Website: www.jlrdinc.com

Work Experience

Wellington WTP HVAC Upgrade Assessment
Wellington, FL

Wellington Water Treatment Plant Renovation
Wellington, Florida

PBC Fire Stations #19, 21, and 45 Renovations
Throughout Palm Beach County

WPB Fire Station #8
West Palm Beach, Florida

Village of Wellington WTP Booster Pump Study
Wellington, FL

PBC Fire Station #22
Westlake, Florida

City of Plantation – New Fire Station #1
Plantation, Florida

Chiller Replacements for SDPBC over 50 schools throughout Palm Beach County

Currie Park Master Plan
West Palm Beach, FL

YMCA at Holiday Park
Fort Lauderdale, FL

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Professional Experience

Dwayne R. Jackson, PE
President/Owner

PROFESSIONAL EXPERIENCE:
Dwayne, a native of Florida, presently residing in Palm Beach Gardens, FL, received his Master of Engineering degree in 1985 from the University of Florida in Gainesville, FL. He has over 30 years of experience in the Structural Engineering Industry, with Professional Engineering Licenses in Florida and numerous states across the country. Dwayne started with ONM&J, Inc. in June 1988 and was promoted to Principal in 2001. Now as President of ONM&J, Inc., he is responsible for the firm's marketing, as well as the engineering design strategy of all projects. He works closely with the project team members, focusing on the needs of the firm's clients, striving to give them the best possible product.

PROFESSIONAL AFFILIATIONS:
Florida Engineering Society
National Society of Professional Engineers
American Concrete Institute
Concrete Tilt Wall Association

STATES OF REGISTRATION: Professional Engineer
Florida, New York, New Jersey, N. Carolina, S. Carolina, Tennessee, Arkansas, Georgia.

STATE OF FLORIDA:
Professional Engineer: License # 40155
Certified Special Inspector: License # 835

US MILITARY VETERAN
U.S. Air Force

RELEVANT PROJECT EXPERIENCE

Fire Station No. 33 Renovations PBC #19339, Palm Beach County, FL- Structural Engineer/Project Manager
Structural design and drafting of wind pressures, structural notes, and modifications of existing exterior masonry
walls for new window/door openings.

PBC Government Building-6th Floor Mechanical Unit, WPB, FL- Project Manager
Structural design and drafting to put a mechanical unit on the 6th floor roof of the county government building
downtown. Existing structure was reviewed, and a detailed attachment was provided.

Belle Glade Library & Multi-Purpose Room, Belle Glade, FL-Project Manager
Structural design and drafting of a 1-story, 15,000 sq. ft. library with an attached 2,600 sq. ft. multi-purpose
room.

Palm Beach County Convention Center Garage, West Palm Beach, FL- Principal/Structural Engineer
Structural design/drafting and threshold inspections for a 9-level parking garage. 1-level underground, 1 ground level and 7 elevated decks with roof deck canvas protection for vehicles, 2648 parking spaces.

EDUCATION:
University of Florida
Gainesville, FL
Bachelor of Science in Civil Engineering
Graduate 1983
Master of Engineering
Graduate 1985

YEARS OF EXPERIENCE:
38

YEARS WITH THE FIRM:
35

Certified Special Inspector:
State of Florida

US MILITARY VETERAN
U.S. Air Force

West Palm Beach, FL | Philadelphia, Lehigh Valley, PA
Main Office: 1655 Palm Beach Lakes Blvd., Suite 204, West Palm Beach, FL 33401 | T: 561.835.9994 | Florida License #4386
www.onmj.net

ONM&J
O'Donnell, Naccarato, Mignogna & Jackson

Background

Jeff Trompeter has over 32 years of civil engineering experience. He was a member of the U.S. Navy's Civil Engineer Corps for 6½ years prior to entering private practice. Jeff has extensive experience with all facets of civil projects including design, permitting, and construction phase services. Jeff founded Civil Design, Inc. in May of 2003 and continues to be the engineer of record for numerous public, commercial and residential projects throughout Florida & the Caribbean.

Representative Experience

Continuing Services Contract
Palm Beach County
County-wide Annual consultant for PBC on a task order basis. Engineer of Record during contract term that has included studies, design, permitting and construction phase services for various civil projects including roadways, utilities, drainage issues, irrigation (reclaim), and other. Completed over 12 miles of roadway and pathway projects.

School District of Palm Beach County
District-Wide Engineer of Record as Annual Civil Engineering consultant. Performed work on over 90 distinct school sites throughout the county including schools, the Stadium Complex and numerous ball fields.

Palm Beach County
Convention Center Garage
West Palm Beach, FL
Civil engineering services in connection with the 2,740-parking space multilevel parking garage to be located adjacent to the Palm Beach County Convention Center with a new covered entry/drop off component.

Palm Beach County - PBSO
Forensic Sciences & Technology Facility
Civil Engineering services for a new 16-acre PBSO Evidence Facility Complex including an Evidence Building (87,532 SF), an Impound Metal Building (11,424 SF), a Trash Building (450 SF), and a 135-space parking lot on a 15 acres site located at the northwest corner of Congress Avenue and Gun Club Road (3181 Gun Club Road) in West Palm Beach, FL.

Palm Beach County
Canyon Branch Library
Civil Engineering services associated with a new ±30,000 SF library building and related parking lot. The Phase II multi-family component, located on the eastern portion of site, was accounted for in the ultimate design and future build-out. Work included both onsite and offsite components.

PBC Fire Stations No. 17, 24, 31, 45, 48, 72, 74, Herman Brice Facility
Palm Beach County, FL
Civil engineering services for various improvements and new fire stations across the county. These projects include the replacement and/or addition to active fire stations. All sites were designed in compliance with USGBC LEED green building rating system guidelines.

PGA Boulevard & Military Trail Intersection Improvements
Civil engineering services associated with the design of a southbound to westbound right turn lane. The project was initially authorized as a study to evaluate the various alternatives, impacts to adjacent properties, provide cure plans, and prepare estimates for each alternative. Additional authorizations included the final surveying, design, permitting, utility coordination, signalization upgrades to mast arms, intersection lighting and right-of-way takes to implement the project.

T. Jeff Trompeter, P.E., LEED AP
President

Professional Registrations:
Professional Engineer
State of Florida PE No. 51045
LEED AP

Years of Experience: 32

Education:
Bachelor of Science, Civil Engineering, Minor in Mathematics
University of Florida 1990

Affiliations:
ACE Mentor,
Lake Worth Community High School

Fellow,
American Society of Civil Engineers

Past President,
Palm Beach Branch
American Society of Civil Engineers
2001-2002

FAU Civil Eng. Dept. Adv. Council,
2002-2007

1400 Centrepark Blvd., Suite 905 • West Palm Beach, Florida 33401
Tel: 561.659.5760 • Fax: 561.659.5772 • www.civil-design.com

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insite studio
planning + landscape architecture

BRYAN DONAHUE, PLA

Principal

Bryan Donahue is a professional landscape architect (PLA) who graduated from the University of Georgia, College of Environment & Design with a Bachelor of Landscape Architecture. He is passionate about the profession and strives to design spaces that create meaningful experiences and leave lasting impressions for his clients.

Bryan has 17 years of experience in Florida completing landscape architecture and land planning projects across various sectors including commercial developments, neighborhoods, country clubs, multi-family housing, condominiums, and single-family residences.

KEY EXPERTISE

Relevant Work Portfolio

- Mounts Botanical Garden, West Palm Beach (pictured above and executed with former employer; WGI, Inc.)
- Flagler Banyan Square, West Palm Beach—waterfront public open space (executed with former employer; WGI, Inc.)
- Florida Power & Light DSC Service Center, Miami Gardens
- Raymond F. Kravis Center for the Performing Arts, West Palm Beach
- Southland City Center, Cutler Bay

EXPERIENCE

17 years of experience practicing landscape architecture and land planning in South Florida.

2007-2011	Project Manager, Land Design South (LDS)
2012-2014	Director, Land Design South (LDS)
2014-2018	Director, Wantman Group (WGI)
2018-Now	Principal, Insite Studio

Education
Bachelor of Landscape Architecture, College of Environment and Design, University of Georgia.

Registration
PLA (Professional Landscape Architect).

Organizations
- ASLA (American Society of Landscape Architects)
- Chamber of Commerce of the Palm Beaches
- Palm Beach North Chamber of Commerce

3601 PGA Boulevard, Suite 220, Palm Beach Gardens, Florida 33410
www.insitestudio.com | bryandonahue@insitestudio.com | 561 308 5018

insite studio
planning + landscape architecture

RUBSON "RUBI" GUIMARAES

Project Manager

Rubi is a designer recognized with an Honor Award by the Connecticut American Society of Landscape Architects. He discovered his penchant for landscape architecture after receiving an Associate degree in Architectural Design from a local community college in Connecticut. He went on to graduate from the University of Connecticut with a Bachelor of Science degree in Landscape Architecture.

Originally from Brazil, Rubi joined Insite Studio after working in Long Island, New York City and Fairfield, Connecticut facilitating luxury residential design and construction in the urban environment.

KEY EXPERTISE

Relevant Work Portfolio

- Palm Beach Riverstone West Palm Beach (pictured)
- Anya Apartments, West Palm Beach
- Avenir, Palm Beach Gardens
- Eastpointe Country Club, Palm Beach Gardens
- Westgate Avenue Streetscape, West Palm Beach
- Nautilus 220, Lake Park

EXPERIENCE

Six years of experience practicing landscape architecture in the state of Florida, New York and Connecticut.

2017-2018	Design Intern, Glen Gate Company
2018-2019	Landscape Designer, Gunn Landscape Architecture
2019-Now	Project Manager, Insite Studio

Education

Bachelor of Science (BS) degree in Landscape Architecture, University of Connecticut.

Associate in Science degree (A.S.) in Architectural Design Technology, and a Certificate in Sustainable Facilities Management, Three Rivers Community College, Connecticut.

Organizations

- ASLA (American Society of Landscape Architects)
- Chamber of Commerce of the Palm Beaches
- Palm Beach North Chamber of Commerce

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TSFGEO

RAJ KRISHNASAMY, P.E.

President, Principal Engineer

36 Years of Professional Experience

Education

MS in Geotechnical Engineering, University of Memphis 1995

BS in Civil Engineering, Christian Brothers University 1987

Diploma/1984/Electronic Engineering, Malaysian Air Force Institute

Professional Organization and Registration

Professional Engineer: Florida, 53567

Water Well Contractor, Florida, 11346

Certified OSHA Supervisor

Certified Environmental Consultant

Professional Experience

Mr. Raj Krishnasamy, P.E., President and Principal Engineer of TSFGeo, is a Florida State Registered Geotechnical Engineer with over 36 years of experience. Mr. Krishnasamy oversees the geotechnical engineering, construction materials testing, and inspection services operations. His experience consists of successfully completing over 5,000 public and private projects. He serves as Project Manager for continuing contracts with over 20 Florida public agencies. He has a history of repeatedly retaining these contracts through successful, cost-effective, and prompt execution of each task order. Mr. Krishnasamy's daily involvement with the in-house and field operations of the construction and geotechnical services departments provides him the "hands-on" experience and knowledge of current construction codes and construction practices throughout the State of Florida. Mr. Krishnasamy and his highly experienced team focus on providing the client with a consistently accurate, cost-effective quality product that is delivered on time and within budget.

Relevant Project Experience

- Treatment Pond decommissioning and Drainage Pipe Installation, North Palm Beach, FL.
- Anchorage Park Bulkhead Wall Replacement, North Palm Beach, FL.
- Anchorage Park, North Palm Beach, FL.
- North Palm Beach County General Aviation Airport - Taxiway East & Drainage Improvement, North Palm Beach, FL.
- Tower Additions at Crystal Cove Commons, North Palm Beach, FL.
- Stormwater Replacement - Georgia Ave, Palm Beach County, FL.
- WTP 9 HVAC, Boca Raton, FL.
- PBC EOC ISS Auxiliary HVAC System, Palm Beach County, FL.
- New Generator Pavilion 3, Palm Beach County, FL.
- Pahokee High School Emergency Generator Pad, Pahokee, FL.
- SROC New Generator Pavilion 3, Palm Beach County, FL.
- Fire Station #4, Palm Beach County, FL.
- Fire Station #22, Palm Beach County, FL.
- John Prince Triplex Restroom, Palm Beach County, FL.
- Westgate Park, Palm Beach County, FL.
- Lake Lytal Complex, Palm Beach County, FL.
- West County Jail Generator Pad, Palm Beach County, FL.
- Carriage House Commissary Kitchen, Lake Worth Beach, FL.
- R.G. Kreusler Park Restroom Building, Palm Beach County, FL.
- Generator Enclosure – West Detention Center, Belle Glade, FL.
- CL Kitchens Wellington, Royal Palm Beach, FL.
- New Generator Pavilion 3, Delray Beach, FL.
- New Towers Generators-Main Detention Center, West Palm Beach, FL.
- Emergency Generator PHK, Pahokee, FL.
- Pahokee HS Emergency Generator Pad, Pahokee, FL.
- SFWMD Pump Stations S-319 and S-362 Generator Replacement and Relocation, Palm Beach County, FL.
- SWA North County Transfer Station (NCTS) Fuel System Improvements, Palm Beach County, FL.

TSFGEO

KUMAR VEDULA, P.E.

Principal Geotechnical Engineer

27 Years Professional Experience

Education

MS in Geotechnical Engineering, University of Memphis, 1995

BE in Civil Engineering, Andhra University, 1992

Professional Organization and Registration

Professional Engineer 54873

American Society of Civil Engineers, Past President (Broward Branch)

Professional Experience

Mr. Kumar Vedula, a Principal Engineer of Tierra South Florida, Inc. (TSFGeo), is a Florida Registered Professional Engineer, with over 27 years of experience providing engineering services for a wide variety of geotechnical projects involving foundation design, slope stability analysis, WEAP analysis and interpreting PDA reports, excavation support, and construction inspection. Mr. Vedula's extensive experience includes foundation inspections (shallow and deep foundations), soil modification (dynamic compaction, stone columns), preloading, excavations, backfilling, and post construction monitoring. He has served as a principal inspector on numerous surcharging and settlement evaluations of organic laden soils assignments. His project experience includes 300+ geotechnical engineering studies for various projects types including stadiums, parks, piers, shoreline stabilization, dredging, bridges, roadways, utilities, high rise buildings, schools and government facilities. He has authored, and co-authored papers published in national and international publications.

Relevant Project Experience

- Treatment Pond decommissioning and Drainage Pipe Installation, North Palm Beach, FL.
- Anchorage Park Bulkhead Wall Replacement, North Palm Beach, FL.
- Tower Additions at Crystal Cove Commons, North Palm Beach, FL.
- North Palm Beach County General Aviation Airport - Taxiway Ext & Drainage Improvement, North Palm Beach, FL.
- WTP 9 HVAC, Boca Raton, FL.
- PBC EOC ISS Auxiliary HVAC System, Palm Beach County, FL.
- Stormwater Replacement - Georgia Ave, Palm Beach County, FL.
- Lake Lytal Complex, Palm Beach County, FL.
- Westgate Park, Palm Beach County, FL.
- John Prince Triplex Restroom, Palm Beach County, FL.
- Carriage House Commissary Kitchen, Lake Worth Beach, FL.
- R.G. Kreusler Park Restroom Building, Palm Beach County, FL.
- Generator Enclosure – West Detention Center, Belle Glade, FL.
- New Generator Pavilion 3, Delray Beach, FL.
- New Towers Generators-Main Detention Center, West Palm Beach, FL.
- Emergency Generator PHK, Pahokee, FL.
- Pahokee HS Emergency Generator Pad, Pahokee, FL.
- SFWMD Pump Stations S-319 and S-362 Generator Replacement and Relocation, Palm Beach County, FL.
- Bunk Room Expansion-Fire Rescue Station #45, Delray Beach, FL.
- Minto Westlake-Fire Station #22, Palm Beach County, FL.
- Boynton Beach Fire Station No. 40, Boynton Beach, FL.
- Fire Station #21, Weston, FL.
- Regents Park of Sunrise – Generator Pad, Sunrise, FL.
- Fire Station #2-58, Margate, FL.
- Memorial Hospital West-Kitchen Area, Pembroke Pines, FL.
- Hammocks Station Emergency Generator, Miami, FL.
- Forcina Park, Miramar, FL.
- Pine Island Road Park, Sunrise, FL.

David A. Bower, PSM

President / Senior Project Manager

Professional Registrations
- Licensed Professional & Mapper Florida No. 5888

Professional History
- 2000-Present. Dennis J. Leavy & Associates, Inc.

Professional Affiliations
- Florida Surveying & Mapping Society

Experience Summary
- Boundary Surveys
- Topographic Surveys
- Right-of-Way Surveys
- Hydrographic Surveys
- Platting
- Title Commitment Review
- Project Management
- Legal Description Preparation
- Control Surveys
- As-Built Surveys
- Record Drawings
- ALTA/ACSM Surveys

Mr. Bower possesses more than 35 years of land surveying and project management experience within the South Florida area. For the past 23 years, he has worked with the firm Dennis J. Leavy & Associates delivering the highest standards of quality and service to his clients.

His professional experience encompasses all aspects of land surveying. This includes initial project research and document review, calculations for infrastructure layout, field crew set-up and supervision, management and coordination of survey data, and preparation of survey drawings.

Mr. Bower's open communication with the Client and his commitment to the Project ensures that each project will be delivered with the highest quality of services on time and within budget.

SELECTED PROJECTS

Mr. Bower served as Senior Project Manager under Dennis J. Leavy & Associates for the following projects:

Note: Projects were performed in accordance with Municipality Requirements and the Florida Standards of Practice for Surveyors & Mappers. Completed projects were delivered on time and within budget.

Palm Beach County – CANYON BRANCH LIBRARY
- Palm Beach County, Florida
Public Library Facility Improvements.
Services provided by the firm: Review Title Commitments; Prepare Boundary Survey with topography; Prepare Control Survey.

Palm Beach County – PALM TRAN SOUTH COUNTY EXPANSION
- City of Delray Beach, Florida
Public Transportation Facility Improvements.
Services provided by the firm: Prepare Boundary Survey with topography; Review Title Commitments; Prepare Sketch and Descriptions; Platting.

Town of Loxahatchee Groves – FIRE STATION NO. 21 RENOVATIONS
- Town of Loxahatchee Groves, Florida
Fire Station Renovations.
Services provided by the firm: Prepare Boundary Survey with topography; Review Title Commitments; Prepare Control Survey; Prepare Final Record Drawings.

PBC Fire Rescue - STATION NO. 45 BUNK ROOM EXPANSION
- Palm Beach County, Florida
Fire Station Renovations.
Services provided by the firm: Prepare Boundary Survey with topography. Prepare Final Record Drawings.

Dennis J. Leavy & Associates, Inc.
Land Surveyors • Mappers
460 Business Park Way, #B, Royal Palm Beach, FL 33411
561-753-0650 SURVEY@DJLASURVEY.NET

To achieve all objectives and requirements set forth by the Village of NPB during this contract, we've assembled a highly experienced team to bring the best perspective, vision, expertise and knowledge to the exciting challenges presented by your project. Our team has been carefully formed to marshal renowned and locally grounded resources toward achieving the goals of the Village. The following pages are an introduction to our subconsultants and their approach to your future important projects.

WHY WAS OUR TEAM OF SUBCONSULTANTS CHOSEN:

Johnson, Levinson, Ragan, Davila, Inc.
Mechanical, Electrical, Plumbing Engineer, and Fire Protection

JLRD & RAC experience: 12 projects

- JLRD is our number one pick for MEP/FP engineering services. Together, RAC and JLRD have formed a high-performing team, of which are very client objective orientated.
- JLRD, Inc. is an established leader in the MEP/FP consulting profession.
- JLRD has produced numerous projects related to improving standby power, including conducting studies and designs for generator additions, replacements, and installations for residences, commercial buildings, schools, surgery centers, and hospitals.

JLRD is focused on providing innovative, cost effective solutions to meet the challenges that face their clients. The firm's success as best evidenced by our long-term client relationships and stands as a testament to the quality and value of the services provided.

Over the past 32 years JLRD has provided hundreds of superior, high-performance Mechanical, Electrical, Plumbing, and Fire Protection design for all levels of education - K-12, College, and University, Healthcare, Local, State, and Federal entities, NASA, as well as other public and private clients. JLRD provides quality documents and Construction Administration services regardless of the size of the project. We work with our clients closely, from conception to completion, to ensure MEP systems are long-lives, easily maintained and energy efficient. JLRD's experience also includes the necessary mechanical, electrical, plumbing, and fire protection systems needed for CAT 5 facilities, as well as EHPA shelters at various high schools throughout Palm Beach County.

JLRD offers specialized mechanical engineering services with expertise in a large variety of facility types in the residential, commercial, institutional, and industrial sectors. We focus on providing energy efficient, reliable, maintainable, cost conscious design solutions for both new construction and renovations, meeting the established project objectives of our clients.

We also offer a wide range of professional electrical engineering services to commercial, industrial, and institutional clients. Safety is the utmost concern in our designs. Energy efficiency, power quality, system flexibility, and cost effectiveness are fundamental design considerations factored into every project. Our detailed designs provide the owner with increased reliability and redundancy, mitigate sounds, and exhaust concerns, and facilitate maintainability.

Our plumbing design department has extensive and varied experience with plumbing systems, not only for new building designs, but also in dealing with existing systems. We have learned through experience that there is much more to a plumbing system than simply pipes and fixtures. Our plumbing designers are aware of the finer details, such as laying our plumbing systems that slow smoothly and avoid water hammer or other flow noise issues. We design plumbing systems that work well, are economical, and can be cleaned and maintained easily.

Three members of the proposed team are LEED Accredited Professionals. While not all projects may require LEED certification, their knowledge and experience will assist in employing energy conservation and sustainable practices into each design, which results in operational cost savings for the Village of North Palm Beach.

Johnson, Levinson, Ragan, Davila, Inc.
Mechanical, Electrical, Plumbing Engineer, and Fire Protection

Wellington Municipal Complex
Wellington, FL

Highlighted Projects:

1. PBC Fire Station #21 Renovations, Loxahatchee Groves, FL
   MEP and FP design services for the renovation of the 1- story, 2,800 sf Fire Station, including redesign of the exisiting HVAC system with new ductwork and air distribution devices. Plumbing design included the complete replacement of all plumbing piping and fixtures, and re-use of exisiting vents through roof in the renovated area. The exisiting wate heater was changes out to a tankless gas water heater. Lighting fixtures were replaced with LED fixtures. Wiring devices, data outlets, fire alaram devices were replaced to accommodate the architectural floor plan revisions. A complete firem alarm system replacement with new was also provided. Fire protection design was limited to reconfiguration of sprinkler heads to accommodate the architectural changes. Electrical design services were provided for illumination of a new monument sign.

2. Central Region Operations Center, Palm Beach County Water Utilities District
   JLRD provided a study/assessment, as well as retro-commissioning for exisiting equiment within the CROC facility. The study and assessment targeted and specific equipment that was still within its useful life, but not performing to the original specified values. The study and assessment allowed the County to ake informed energy cost dollar savaings decisions. In addition, the retro-commissioning of the selected AHU's, terminal boxes, and controls provide the County with a payback that was within its tolerances.

3. Greenacres Community Center Expansion and Renovation, Greenacres, FL
   In an effort to meet the communities growing needs of expanding services desired by their citizens, the City of Greenacres created a project to expand their existing community center over 11,100 sf and renovate approximately 750 sf of the existing center.

"...JLRD has encompassed both large new school designs and challenging system renovations... I recommend JLRD for MEP design services... with the utmost confidence they will continue to produce innovative, sustainable and cost effective designs."
Mark Lodge, Mechanical Engineer for SDPBC, 06/25/2020

O'Donnell, Naccarato, Mignogna & Jackson Inc.
Structural Engineer

ONM&J & RAC: projects

- O'Donnell, Naccarato, Mignogna & Jackson, Inc. (ONM&J) is one of Florida's most experienced structural engineering firms.
- ONM&J has experience working for local municipal clients on projects ranging from renovation to new for Public Safety facilities, Theatres/Art Museums, Libraries, Community/ Civic, Administration, and Recreational Centers, etc.
-

ONMJ has provided Structural services for municipal clients for the following number of projects:

- 7 Public Safety Facilities (Fire & Police Stations)
- 6 Community/Civic Centers
- 8 Libraries
- 6 Municipal/Administration Centers
- 7 Recreational Centers
- 6 Transportation Facilities
- 4 Theatres/Art Museums

Highlighted Projects:

1. WPB Fire Station, West Palm Beach, FL
   1-story, 13,000 sf
2. Palm Beach Gardens Recreation Center
   Palm Beach Gardens, FL
   1-story, 20,000 sf addition
3. Atlantis Municipal Complex , Atlantis, FL
   1-story, 650 sf Addition
   1-story, 1,800 sf Covered Walkway
4. Westgate Gymnasium, West Palm Beach, FL
   1-story, 14,000 sf

It is the firm's reputation for innovative design solutions that keeps ONM&J at the top of its game and ready to serve public and private clients. Head quartered in West Palm Beach since 1985, ONM&J offers clients resources throughout the state of Florida.

ONM&J approaches every project with a fresh eye providing flexible, creative, structural design solutions. The firm is a capable and integral member of the project team for projects ranging from high-rise residential to single-story retail, including all types of civic facilities. Functional and aesthetic project goals are identified and resolved through the firm's unique project management approach.

This approach involves a design strategy that meets at the project's inception, followed by the development of inventive solutions to structural systems, thorough construction documents and preconstruction consultations, as well as assisting the project team during construction and beyond with post construction evaluations.
ONM&J is proud of its history of project delivery on time and within budget, and for this reason, the firm has been rewarded with long-standing relationships with the state's premier architectural designers, general contractors, corporate developers and public end users.

ONM&J has also provided Construction Inspection Services, as well as, Special & Threshold Inspections, Concrete Restoration, Structural Condition Assessments and Structural Investigation/Peer Reviews since 1990. The field personnel are experienced architects, engineers, general contractors or state certified building inspectors. The Firm's seasoned professionals can substitute for County or City building inspectors ensuring that concrete pours, masonry grout and other critical path construction can be scheduled at the Client's convenience.

Vista del Largo Fire Station
Boca Raton, FL

Civil Design, Inc.
Civil Engineer

CDI & RAC: 12 projects

- CDI and Robling have established a reputable, reliant, and collaborative relationship that is vital to achieving success on our projects together for our clients.
- They have a proven track record of delivering quality services by proactively performing the required tasks in a timely and efficient manner.
- They have over 20 years of local experience with our local governing agencies and are familiar with their requirements.

Civil Design, Inc. (CDI) was founded in 2003. We were a pre-qualified engineering firm with the Florida Department of Transportation, Palm Beach County and the City of West Palm Beach as well as a certified small business enterprise (SBE) and/or M/WBE with the School District of Palm Beach County, Palm Beach County, the City of West Palm Beach, and the South Florida Water Management District. Our civil engineering practice is geared to provide personal, timely and efficient design, permitting and construction phase services to a fast-paced market and demanding clientele.

CDI takes pride in their public-sector work performance. We have extensive experience with continuing contracts with Palm Beach County, The School District of Palm Beach County, and the City of Lake Worth.

Our approach to resiliency principles and sustainable practices delves specifically into considerations for flood zones, high water tables, and future flood plain encroachment as these elements will impact design decisions regarding higher freeboard for roads and parking lots and site development grading and infrastructure in general.

We have qualified personnel on staff Professional Engineers (PE), Leadership in Energy and Environmental Design Accredited Professionals (LEED AP), and Florida Green Building Coalition Designated Professionals (FGBC) available to provide cost effective and timely engineering solutions to our clients. We not only have the credentials, but we also have the LEED experience being the engineer of record with projects receiving GOLD, SILVER and PLATINUM designations from the USGBC in the past few years.

Highlights of Services

- Water Distribution Systems
- Sanitary Sewer Systems
- Paving, Grading & Drainage Systems
- Roadway & Intersection Improvements
- Public & Private Highway Design
- Public & Institutional Site Improvements
- Municipal & Public Works Engineering Services
- Commercial Site Development & Improvements
- Residential Site Development & Improvements
- Civil Engineering Permitting Phase Services
- Construction Phase Services & Project Certifications
- Sustainability and Resiliency - Design, Registration and Certification

Highlighted Projects:

1. Pervious Pavement Study, PBC FL
   Engineering Evalutation and Report
2. Canyon Branch Library, WPB FL
   Complete Civil Engineering Services
3. Burt Reynolds Park West Side Expansion, Jupiter FL
   Full Services Engineering Services

Burt Reynolds Park
Jupiter, FL

"...I am always pleased with Civil Design. Jeff Trompeter consistently provides prompt, accurate, professional services. His awareness of local conditions and contacts in our community make him efficient and very valuable. A good guy to have on your team."

James Kunard, General Manager of
Facilities Construction Department for SDPBC
05/20/2020

insite studio
planning + landscape architecture

Insite Studio, Inc.
Landscape Architecture and Site Design

Insite & RAC: 2 projects

- Insite Studio and RAC have collaborated on a couple outstanding projects in the Lotis Wellington mixed use development. The Insite team collaborates well with RAC design team.
- Experienced application of landscape architecture best practices to develop solution-oriented strategies.

At Insite Studio, we offer exactly that: the insite to deliver inspiring, creative and responsibly sustainable design solutions.

Insite Studio is a professional consulting firm specializing in land planning and landscape architecture. The organization is led by two accomplished landscape architects with over 35 years of combined experience, Brian Terry and Bryan Donahue. The businessmen and longtime friends are not only experts in both practices, but they hold a true passion for thoughtful and innovative design. They believe a genuine hands-on approach is key to providing client satisfaction and contributes to the overall success of each project. Both have spent their careers in the South Florida area completing design and development projects across all major market sectors. The firm's overarching philosophy is to create a unique sense of place by combining local culture and architecture with the careful stewardship, wise planning and artful design of the built environment.

Insite Studio has a proven track record of thoroughly understanding design criteria and delivering exceptional results, supported by the experience and expertise of our talented staff. This success is based on a strong knowledge of local context, regulations, and sustainable design practices. These principles are deeply ingrained in our commitment to protecting and enhancing the environment. By prioritizing sustainable and low-impactdesign, we aim to enhance natural ecology, encourage native and resilient plantings, and utilize low-water-use irrigation systems.

Brian Terry, Principal of Insite Studio, has experience with planning and landscape architecture in the Village of North Palm Beach. In a previous role, Brian, a LEED-accredited professional, led a team in conceptualizing the development of the Gold LEED-certifed school — The Conservatory School. Brian effectively collaborated with The Palm Beach County School District to meet project deadlines, manage budgets, and adhere to design criteria.

Ultimately, our design approach combines wise planning and creative design with an intuitive understanding of our client's vision. This allows us to design to our fullest potential, bringing projects from concept to fruition. Our team members have established relationships with municipalities, contractors, and stakeholders to create a network that allows us to collaborate effectively, meet schedules, and deliver exceptional projects for our clients and partners.

<u>Highlight Projects</u>

1. Palm Beach Sheriff's Office, West Palm Beach, FL
   Insite Studio prepared Tree Disposition Plans, and Landscape Plans to enhance the facility.

Lotis Wellington
Wellington, FL

Southplace City Center
Cutler Bay, FL

Tierra South Florida, Inc.
Geotechnical Engineer

TSF & RAC: projects

Tierra South Florida, Inc, is a full-service consulting Geotechnical Engineering, Construction Materials Testing, and Inspections firm. Since 2000, our professional team has been committed to providing quality, responsive service while establishing a reputation for adhering to the highest ethical, technical and business standards. We take great pride in consistently delivering accurate, cost-effective quality service on time and within budget, and we stand by our motto, "RELIABLE, IN-DEPTH SOLUTIONS." With headquarters in West Palm Beach, FL and branches in Miami, Tampa and Orlando, our diverse team includes principal engineers with more than 35 years of experience.

Our lab is certified by the Construction Materials Engineering Council (CMEC) for soil, concrete, and aggregate testing and is validated by the Florida Department of Transportation (FDOT) and the United States Army Corps of Engineers (USACE).

TSFGeo is a certified Disadvantaged Business Enterprise (DBE) with the Florida Department of Transportation and a certified Minority Business Enterprise (MBE) with the State of Florida's Office of Supplier Diversity.

TSFGeo provides an extended range of geotechnical engineering services. Our expertise helps define the construction and long-term performance risks associated with subsurface conditions. TSFGeo will evaluate, and then develop recommendations for both existing structures and new construction. Whether buildings, airport facilities, transportation systems, landfills, dams, or other public and private projects, TSFGeo's engineers have the experience and expertise to handle the most technically demanding projects. TSFGeo owns a large, diverse fleet of 8 drill rigs with automatic hammers (truck-mounted, track-mounted, rotary, tripod, ATV, barge) capable of drilling in challenging conditions including remote, soft, marshy, over-water, difficult access, or environmentally sensitive areas. TSFGeo's geotechnical services include:

- Laboratory testing and analysis
- Pavement evaluations and design
- Subsurface exploration
- Deep and shallow foundation analysis and design
- Site preparation recommendations
- Soil reinforcement
- Corridor studies
- Sinkhole studies
- Value engineering
- Unknown Foundation studies

Highlight Projects:

1. John Prince Park Triplex Restroom, Lake Worth, FL.
   TSFGeo performed a Geotechnical Engineering Study for the John Prince Park Triplex Restroom located in Lake Worth, Florida. The site improvements included a single-story small structure for a restroom. Provided a geotechnical engineering report which included evaluations and recommendations regarding foundation soil preparation requirements, foundation types, depths, allowable bearing capacities, an estimate of potential settlement, comments regarding factors that may impact the construction and performance of the proposed construction, foundation design and general site development.
2. SROC New Generator Pavilion 3, Palm Beach County, FL.
   TSFGeo provided Geotechnical Engineering Services for a generator pavilion for Palm Beach County Water Treatment Plant. The project consisted of the construction of a new generator building at the existing facility. The purpose of this study was to explore the subsurface conditions at the site to enable an evaluation of acceptable foundation systems for the site improvements.
3. EOC ISS Auxiliary HVAC System, Palm Beach County, Florida. TSFGeo performed a Geotechnical Engineering Study for the auxiliary HVAC system. Provided a geotechnical engineering report which included a summary of subsurface conditions, site preparation, soil parameters and foundation recommendations.

Dennis J. Leavy & Associates, Inc.
Land Surveyors • Mappers

Dennis J. Leavy & Associates, Inc.
Land Surveying

TSF & RAC: projects

Founded in 1994, DJLA was established with the goals of providing outstanding client service with dependability and integrity. Our office is located in Royal Palm Beach, Florida, a location we have held since the founding of our firm.

The firm employs two Registered Land Surveyors with over 80 years combined experience which enables this firm to offer a great depth of knowledge in all aspects of the land surveying profession. We also employ project managers, CAD technicians, project field personnel, and support staff.

For over two decades, DJLA has been providing land surveying services to governmental agencies and municipalities including Palm Beach County, the City of West Palm Beach, the City of Lake Worth Beach, the City of Delray Beach, and the South Florida Water Management District. Services provided include Boundary Surveys, Topographic Surveys, Utility Design Surveys, As-built (Record) Surveys, Right-of-Way Surveys, Title Commitment Review, Platting, and preparation of Sketch & Descriptions. These relationships combined with our clear understanding of each entity's requirements ensure accurate and efficient project objectives and schedules.

We are a certified Small Business Enterprise with Palm Beach County, the School District of Palm Beach County, the South Florida Water Management District, and the City of West Palm Beach.

Over the past two decades, DJLA has developed a strong working relationship with governmental agencies and local municipalities. Through our use of technical skills, experience, and client/project management, we have maintained our reputation for delivering projects on time and within budget.

<u>Highlighted Projects:</u>

1. PBC Fire Station No. 21 Renovations, Loxahatchee, FL
   DJLA provided Control Survey, Title Commitment Review, and Boundary Survey with Topography.
2. Canyon Branch Library, Boynton Beach, FL
   DJLA provided Control Survey, Title Commitment Review, and Boundry Survey with Topography
3. Palm Tran South County Expansion, Delray Beach, FL
   DJLA provided Title Committment Review, Boundry Survey with Topography, Sketch & Descipitions, and Platting

AVAILABILITY

Robling Architecture Construction and our consultant team pledges to remain available for meetings, communications, and Construction Administration for project assigned to us under the continuing contract.

PRIME AND MAJOR SUBCONSULTANTS WORK AVAILABILITY CHART

Name	Role during Contract	Percentage of Available for this Contract
Robling Architecture Construction, Inc.		
Damon Robling	Pres./ Contract Executive	7%
Russ Hauss	Director of Architecture	20%
Daniel Arrieta	Project Manager	70%
Jessica Hewtty	Project Designer	70%
Johnson, Levinson, Ragan and Davila, Inc.		
Chuck Gableman	Electrical Engineer	70%
Keith Lorinos	Mechanical Engineer	70%
O'Donnell, Naccarato, Mignogna, Jackson, Inc.		
Dwayne Jackson	Structural Engineer	70%
Civil Design, Inc.		
Jeff Trompeter	Civil Engineer	70%
Insite Studio		
Brian Terry	Landscape Architect	70%
Rubson Guimaraes	Landscape Project Manager	70%
Tierra South Florida, Inc.		
Raj Krishnasamy	Geotechnical Engineer	70%
Kumar Vedula	Geotechnical Project Manager	70%
Dennis J. Leavy		
David Bower	Surveyor	70%

BARNES & NOBLE PBAU BOOKSTORE

West Palm Beach, FL
Palm Beach Atlantic University
Curt Brown | (561) 803-2178 | Curt_Brown@PBA.EDU

SCOPE OF WORK: The newly renovated Campus Bookstore was previously, located off South Dixie Highway, but over the summer it moved to the Lassiter Student Center, right in the heart of campus. Prior to remodel the 3,890 SF location was a vacant mail room and office space, and now it is an integral part of a student's everyday life. With its new modern design, the bookstore is fully equipped to serve all who enter.

DELIVERY METHOD:
Architectural/Engineering and Construction Administration Services

DESIGN PROFESSIONALS:
Daniel Arrieta
Jessica Hewtty

SIMILARIES

- Exisiting building renovation
- Material selection
- Contractor bid review assistance
- Restroom renovation
- New HVAC components

PBAU JOHNSON HALL DORMITORY

West Palm Beach, FL
Palm Beach Atlantic University
Curt Brown | (561) 803-2178 | Curt_Brown@PBA.EDU

SCOPE OF WORK: Interior finish upgrades for (17) residential dormitory suites, including new light fixtures, plumbing fixtures, toliet accessories, wall tile, flooring, window treatments, bathroom reconfiguration for ADA suite. Robling preformed architectural design services and coordinated drawings with our MEP subconsultants to produce detailed construction documents and specifications inorder to obtain permit and accomplish completion of construction in a tight schedule.

DELIVERY METHOD:
Architectural/Engineering and Construction Administration Services

DESIGN PROFESSIONALS:
Daniel Arrieta
Jessica Hewtty

SIMILARIES

- Exisiting building renovation
- Material selection
- Contractor bid review assistance
- Restroom renovation
- New HVAC components
- Residential kitchen remodel

SINGLE POINT OF ENTRY

Palm Beach County, FL
School District of Palm Beach County
Tim Woodruff | (561) 722-1803

SCOPE OF WORK: Robling Architecture Construction provided Professional A/E services for the incorporation Secure Single Points of Entry to 10 PBC High & Middle Schools. Services included the evaluation of multiple areas at each facility for feasibility. Several of the schools chose to renovate and re-purpose existing interior spaces while other schools opted for building additions as the secure entries. Robling Architecture Construction provided site specific designs for each school that included building additions, interior renovations, adding connecting sidewalks, walkway covers, fencing and drainage components. Additionally, the designs included modifications and additions to the security systems, HVAC systems, interior and exterior lighting and electrical systems. Robling Architecture Construction worked closely with the District, the Building Department, the principal, and our civil and structural consultants and, our in house Mechanical Engineer to meet 10 concurrent design deadlines. Robling Architecture Construction produced detailed construction documents & specifications, obtained building permits, and preformed Construction Administration services.

DELIVERY METHOD:
Architectural/Engineering and Construction Administration Services

PROJECT TEAM:
Russ Hauss
Jeff Trompeter, Civil Engineer

SIMILARIES

- Addition to exisiting campus
- Remodel of exisiting space
- Design of roof system
- Interior finishes

K.E. CUNNINGHAM ES PAVILION

Pahokee, FL
School District of Palm Beach County
Victor Trigueros | (561) 672-4797

SCOPE OF WORK: The project consisted of a new 1,650 sf Physical Education Pavilion with Gym equipment Storage, Staff Office and Restrooms facilities for the KE Cunningham/Canal Point Elementary School. The project is proposed to offer shelter from lightning storms for students and staff. During the project's construction, the geotechnical report uncovered a loose muck/organic layer, reaching a depth of approximately 10 ft, which was unsuitable for the proposed support.

Our design team's collaboration and coordination resulted in a cost-effective solution that met the needs of the end-user and the Client SDPBC.

DELIVERY METHOD:
Architectural/Engineering and Construction Administration Services

DESIGN PROFESSIONALS:
Daniel Arrieta
Jessica Hewtty
Jeff Trompeter, Civil Engineer

SIMILARIES

- New construction
- Design of roof system

WILLIAM T. DWYER HIGH SCHOOL

Palm Beach Gardens, FL
School District of Palm Beach County
Liston Gallimore | (561) 882-1905

SCOPE OF WORK: The project scope consisted of addressing CSIR and ADA compliance items, renovations and repairs to exterior doors, windows, walls, roofs, drainage systems, HVAC systems and controls, restrooms, intercom & sound systems, fire alarm & security systems, lighting & controls replacement, generator replacement, plumbing systems, ceiling and flooring replacements, cabinet repairs, door and hardware replacement as well as reconfiguration of stage access. Robling Architecture Construction and our team of subconsultants worked closely with District personnel, BCS, the Construction Manager and Principal to develop the project scope and budget. Construction Documents were submitted on schedule and the project was permitted in an expeditious manner. Material, color and finish selections followed closely behind.

DELIVERY METHOD:
Architectural/Engineering and Construction Administration Services

DESIGN PROFESSIONALS:
Daniel Arrieta
Jessica Hewtty
Jeff Trompeter, Civil Engineer
Chuck Gableman, MEP Engineer

SIMILARIES

- Exisiting building renovation
- Roof system replacement
- Restroom Renovation
- HVAC system repairs

KIDS R KIDS DAYCARE

Wellington, FL
JKM Developers, LLC.
John Markey | (561) 886-6684

SCOPE OF WORK: Robling Architecture Construction, Inc. provided architectural services for the new day care facility owned by longstanding client, JKM Developers, LLC. that will be located in the new Lotis Wellington towncenter. This new 2- story, 19,400 SF, daycare building was designed to accommodate the future franchise tenant, Kids R Kids. Spaces include 12 classrooms for supervision of children between ages 6 months - 4 years old, lobby and reception, a dedicated "boo boo room", office spaces for directors, public and staff ADA restrooms on each level, covered exterior play area, and a food prep kitchen. Exterior elevations were developed to provide a cohesive architectural identity aligned with the mixed-use development.

DELIVERY METHOD:
Architectural/Engineering Services

DESIGN PROFESSIONALS:
Daniel Arrieta
Jessica Hewtty

SIMILARIES

- Kitchen design
- Roof system design

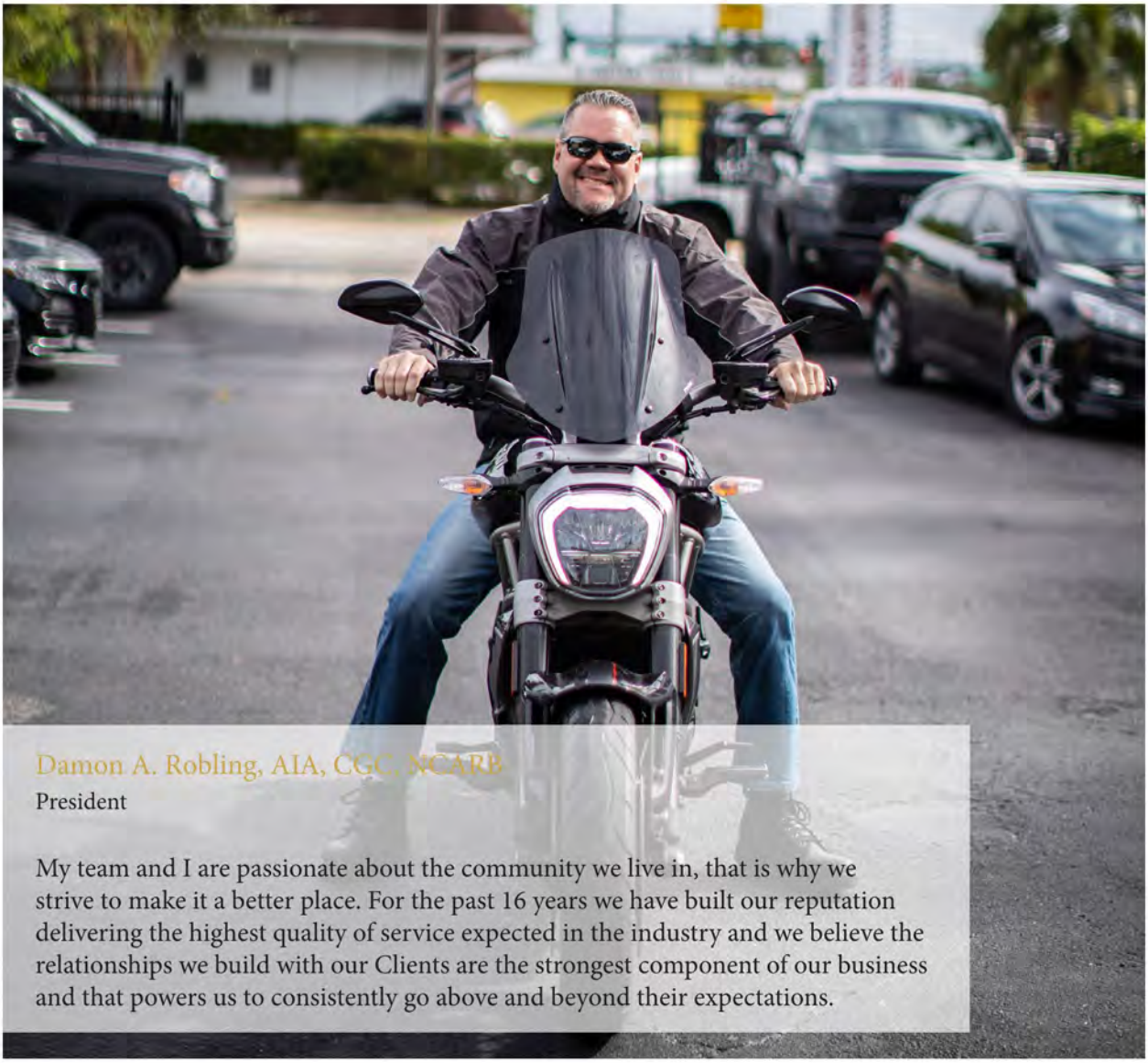
Statement of Qualification
Tab 3: MISCELLANEOUS INFORMATOIN

- Litigation
- Energy Efficient and Sustainable Vision Experience
- References
- Licenses and Certifications
- Required Exhibits
- Financial Statements

CLAIMS AND LITIGATION

Because of Robling Architecture Construction Inc.'s commitment to serving our clients with the highest quality of service, our litigation history is minimal.

Project Name	Description of the Amount in Dispute	Subject Matter of the Dispute
Construction Management at Risk Services for Various Fire Rescue Renovations on a Continuing Contract P#2021-017717	TBD	Dispute over award for continuing services contract
Construction Management Services for Harbor Chase Assisted Living Facility	TBD	Dispute of final payments made directly to subcontractors by the owner. Owner stopped paying RAC before project was done.



Damon A. Robling, AIA, CGC, NCARB
President

My team and I are passionate about the community we live in, that is why we strive to make it a better place. For the past 16 years we have built our reputation delivering the highest quality of service expected in the industry and we believe the relationships we build with our Clients are the strongest component of our business and that powers us to consistently go above and beyond their expectations.

RESILIENCY PRINCIPALS

Resilience is a key concept that must be at the forefront of designing a government building, this is to ensure the longevity and efficient operations of the building, as well as, protecting occupants health, wellness and safety. It is not a single solution or design measure, instead resilience must be understood as a multifaceted lens, which requires being proactive when creating solutions for disruptive events. Weather prone incidents and damages are expected in the state of Florida, we as design professionals have the capability to help mitigate property damage, protect the public, and allow for a quick return to normal living conditions.

Some practical strategies Robling Architecture Construction will incorporate into designing a resilient government building include:

- Use passive design strategies such as; overhangs, building orientation, air tight building, etc.
- Design durable buildings with elements like rain-screens, waterproof interior finishes, impact resistant windows, etc.
- Design with flexibility in mind

SUSTAINABILITY PRINCIPALS

Robling is committed to helping our clients achieve their highest sustainability and resiliency goals. We are excited to showcase our **in-house LEED AP Specialist + Construction PM, Brian Allen**.

In support of Brian Allen, our Electrical, and Civil Engineer are LEED Accredited Professionals as well, offering a interdisciplinary approach to sustainability.

BRIAN ALLEN, P.E. LEED AP

LEED + CONSULTANT COORDINATOR

CHUCK GABLEMAN, P.E. LEED AP

ELECTRICAL ENGINEER

JEFF TROMPETER, P.E. LEED AP

CIVIL ENGINEER

The U.S. Green Building Council

hereby certifies that

Brian Allen

has successfully demonstrated knowledge of the green building design and construction industry and the Leadership in Energy and Environmental Design (LEED®) v2 Green Building Rating System, Resources and Process required to be awarded the title of

LEED® v2 Accredited Professional

LEED

Kevin Hydes, Chairman

S. Richard Fedrizzi, President, CEO and Founding Chairman

SEE WHAT OUR CLIENTS HAVE TO SAY

While we believe all of our past clients would give us excellent reviews, we have narrowed down the following for you to contact for more information. All are past and current clients from various municipalities and private and public organizations. These projects vary in size and scope and represent a selection of our services that we have provided across Palm Beach County.

PBAU Bookstore
We have been working with Curt Brown, the Senior Project Administrator for Palm Beach Atlantic University, on a handful of renovations to the buildings around campus since 2021.

Curt Brown, Senior Project Administrator
Palm Beach Atlantic University
(561) 803-2178
Curt_Brown@pba.edu

Liberty Park Elementary School
Robling Architecture Construction has successfully completed the Liberty Park ES Renovations and Repairs project with a great deal due to Principal Joe Schneider's cooperation and coordination.

Joseph Schneider, Principal
Liberty Park Elementary School
Palm Beach County School District
(561) 804-3400

City Hall Space Analysis
Our team was approached by the City of Greenacres, which Robling Architecture Construction, Inc. is established, since 2005, to explore and identify the possibility of spatial re-arrangements of the existing Greenacres City Hall into a *'one-stop government shop'.*

Carlos Cedeno, Public Works Director
City of Greenacres
(561) 642-2071
CCedeno@greeacresfl.gov

PROFESSIONAL QUALIFICATIONS

Please see below and on the following pages for Robling Architecture Construction, Inc. professional licenses, and certificates.

Damon A. Robling
Licensed Florida Architect
License No. AR0016782

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

ROBLING, DAMON ALAN
101 WALKER AVE.
GREENACRES FL 33463

LICENSE NUMBER: AR0016782
EXPIRATION DATE: FEBRUARY 28, 2025
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.

Business Tax Receipt
Palm Beach County
LBTR No. 201008767

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 **
101 WALKER AVE
GREENACRES FL 33463-3343

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
ARCHITECT BUSINESS	ROBLING ARCHITECTURE	AA26001115	B22-841879 8/24/2022	33.00	B401115889

This document is valid only when receipted by the Tax Collector's Office.

ROBLING DAMON ALAN
ROBLING ARCHITECTURE CONSTRUCTION INC
101 WALKER AVE
GREENACRES FL 33463-3343

STATE OF FLORIDA
PALM BEACH COUNTY
2022 / 2023 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 201008767
EXPIRES: 9/30/2023

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.

ROBLING
ARCHITECTURE
CONSTRUCTION

Certification of Insurance
The Village of North Palm Beach

ROBLARC-01 KKENNEDY

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/22/2023

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 CAL Risk Management 23 Eganfuskee Street Suite 102 Jupiter, FL 33477	CONTACT NAME: Britney King PHONE (A/C, No, Ext): (561) 868-6287 FAX (A/C, No): (561) 427-6730 E-MAIL ADDRESS: Bking@callc.com
INSURED Robling Architecture Construction, Inc. 101 Walker Avenue Greenacres, FL 33463	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Amerisure Mutual Ins Co — 23396 INSURER B : Amerisure Insurance Co — 19488 INSURER C : Arch Specialty Insurance Company — 21199 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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL20769241102	5/23/2023	5/23/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 1,000,000 10,000 1,000,000 2,000,000 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			CA21175800101	5/23/2023	5/23/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 0			CU21175830102	5/23/2023	5/23/2024	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
A	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			WC205420614	5/23/2023	5/23/2024	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000
C	Professional Liabili			PDCPP0014506	5/23/2023	5/23/2024	Limit per Claim/Agg		2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as additional insured including products and completed operations for general liability per CG7324 and additional insured on the Auto when required by written contract. General Liability is primary and non-contributory when required by written contract. Waiver of subrogation applies to general liability, Auto and workers comp for the certificate holders when required by written contract. Umbrella extends over general liability, auto liability, and employer's liability. Cancellation 30-days' notice of cancellation applies except 10-days for non-payment of premium per policy terms and conditions.

CERTIFICATE HOLDER

Village of North Palm Beach
Community Development Department
501 US Highway 1
North Palm Beach, FL 33408

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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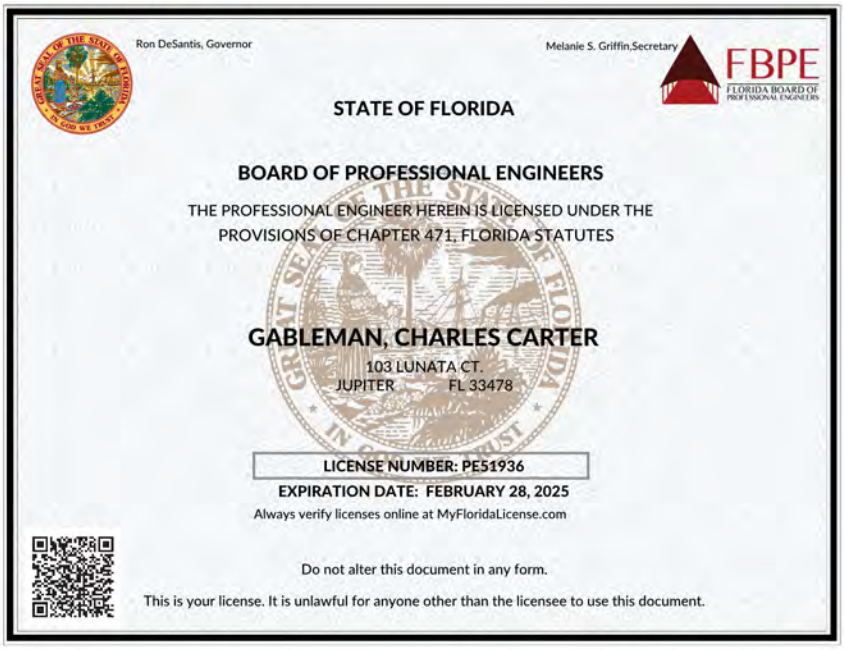
PROFESSIONAL QUALIFICATIONS

Please see below and on the following pages for our subconsultants' professional licenses and certificates.

Jeffery Trompeter
Licensed Florida Engineer
License No. PE51045



Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

GABLEMAN, CHARLES CARTER
103 LUNATA CT.
JUPITER FL 33478

LICENSE NUMBER: PE51936
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

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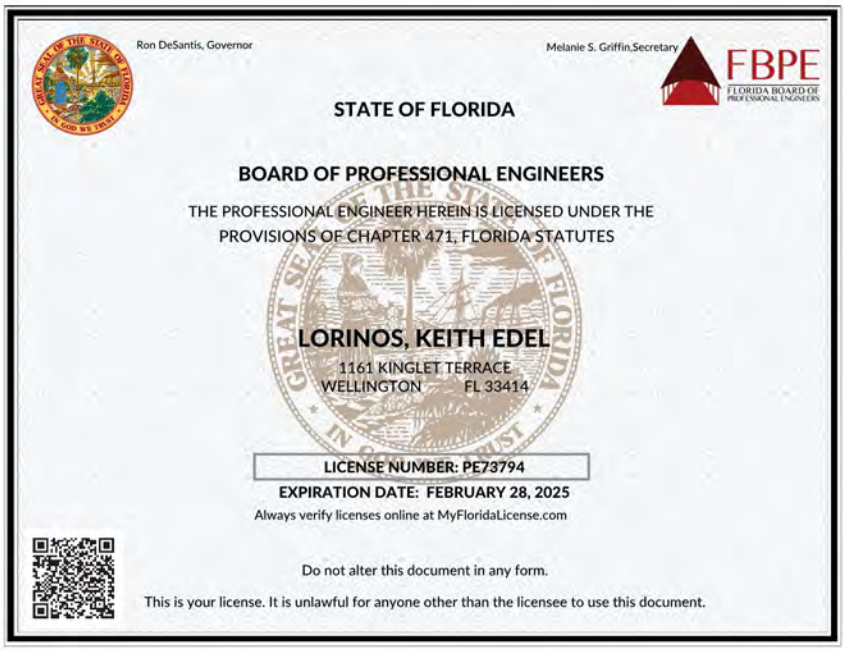
Keith Lorinos
Licensed Florida Engineer
License No. PE73794



Ron DeSantis, Governor

Melanie S. Griffin,Secretary

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LORINOS, KEITH EDEL
1161 KINGLET TERRACE
WELLINGTON FL 33414

LICENSE NUMBER: PE73794
EXPIRATION DATE: FEBRUARY 28, 2025
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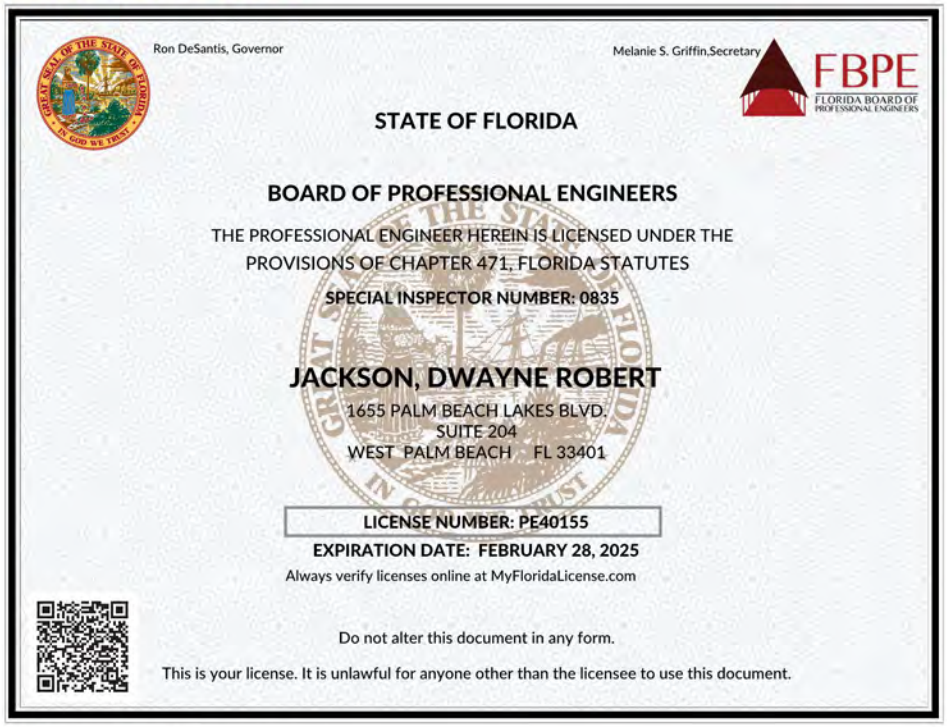
Dwayne Jackson
Licensed Florida Engineer
License No. PE40155



Ron DeSantis, Governor

Melanie S. Griffin,Secretary

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STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

SPECIAL INSPECTOR NUMBER: 0835

JACKSON, DWAYNE ROBERT

1655 PALM BEACH LAKES BLVD.
SUITE 204
WEST PALM BEACH FL 33401

LICENSE NUMBER: PE40155
EXPIRATION DATE: FEBRUARY 28, 2025
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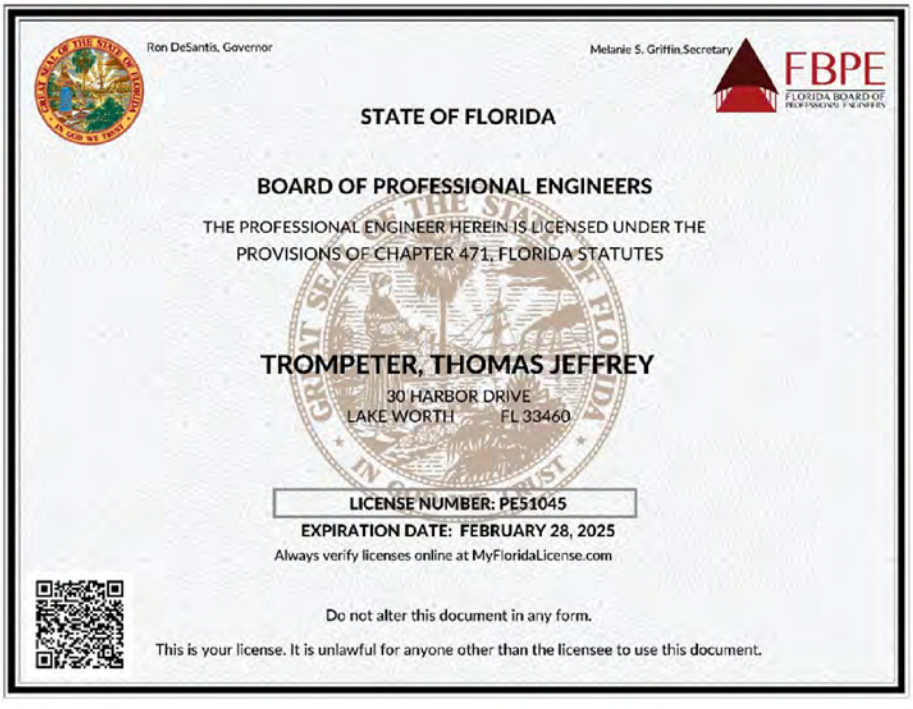
Jeffery Trompeter
Licensed Florida Engineer
License No. PE51045



Ron DeSantis, Governor

Melanie S. Griffin,Secretary

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STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

TROMPETER, THOMAS JEFFREY

30 HARBOR DRIVE
LAKE WORTH FL 33460

LICENSE NUMBER: PE51045
EXPIRATION DATE: FEBRUARY 28, 2025
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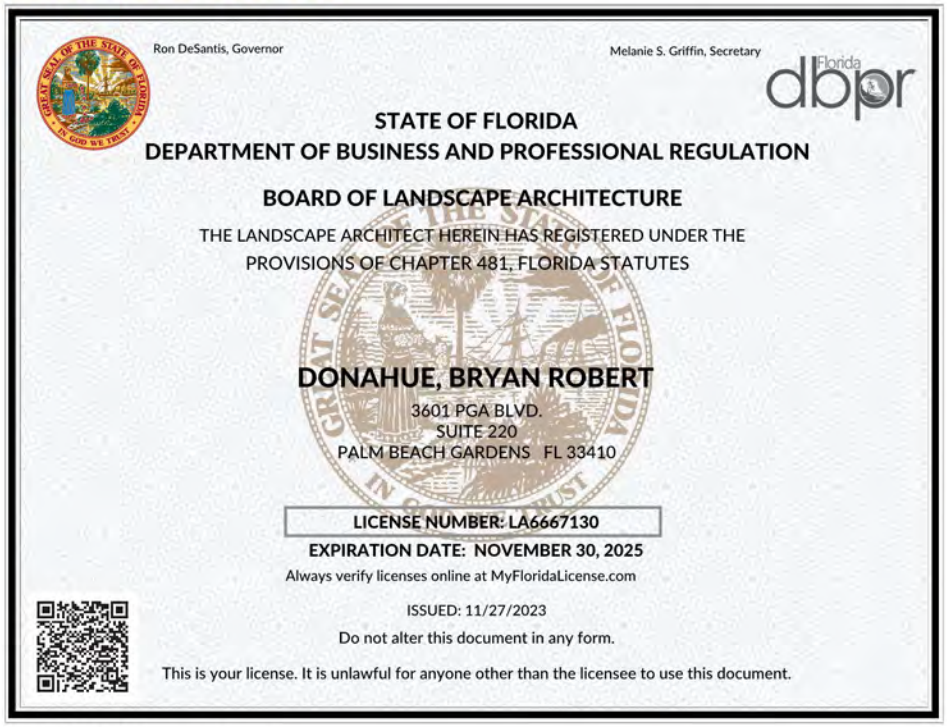
Bryan Donahue
Licensed Florida Engineer
License No. LA6667130



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

dbpr Florida

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

DONAHUE, BRYAN ROBERT
3601 PGA BLVD.
SUITE 220
PALM BEACH GARDENS FL 33410

LICENSE NUMBER: LA6667130
EXPIRATION DATE: NOVEMBER 30, 2025
Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/27/2023
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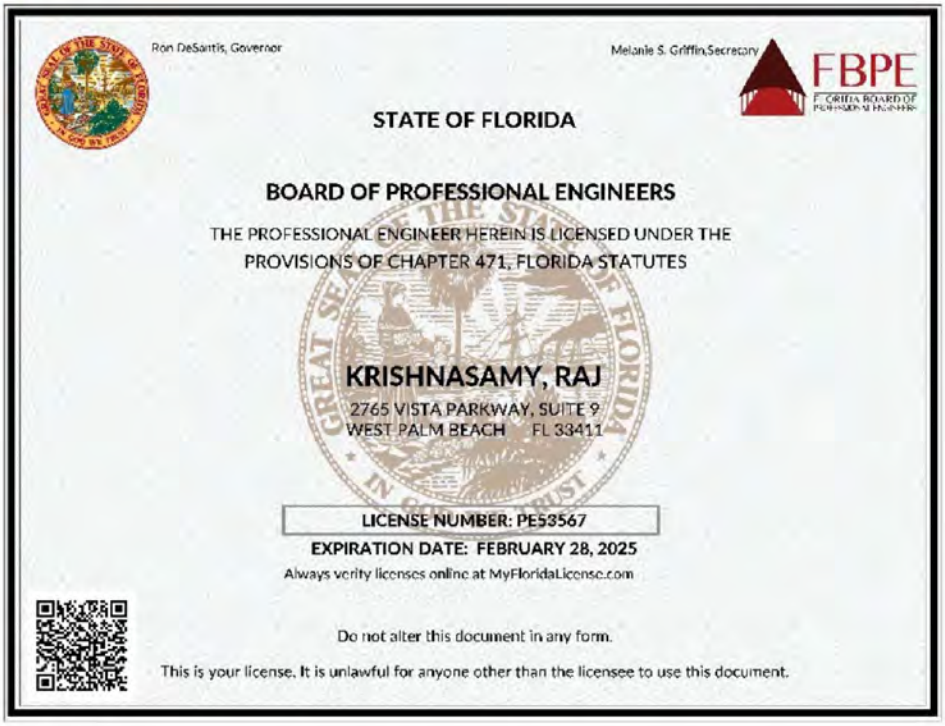
Raj Krishnasamy
Licensed Florida Engineer
License No. PE53567



Ron DeSantis, Governor

Melanie S. Griffin,Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

KRISHNASAMY, RAJ
2765 VISTA PARKWAY, SUITE 9
WEST PALM BEACH FL 33411

LICENSE NUMBER: PE53567
EXPIRATION DATE: FEBRUARY 28, 2025
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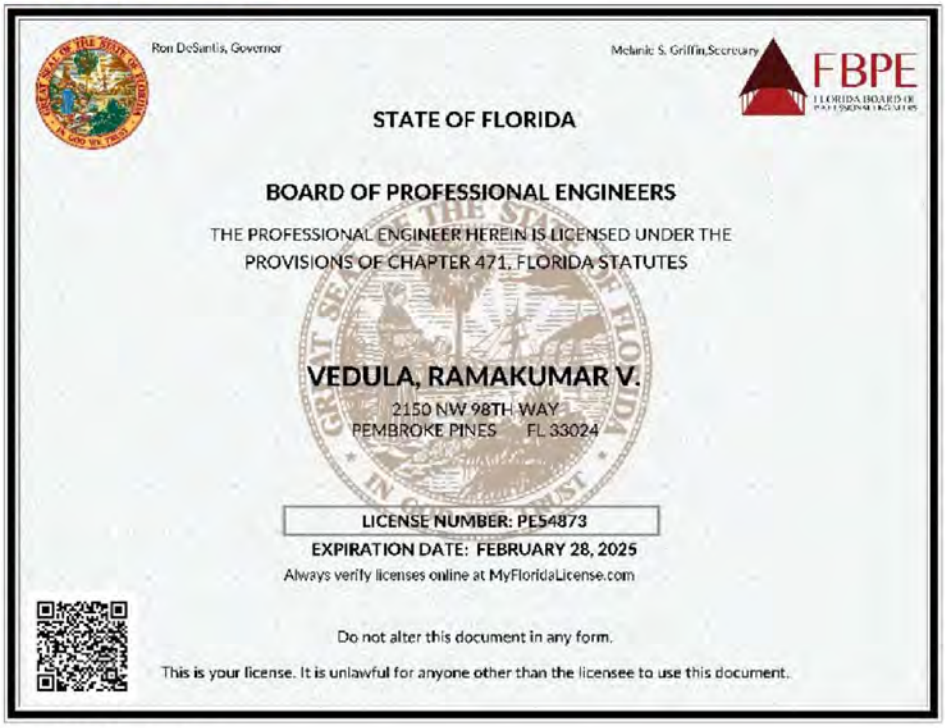
Ramakumar Vedula
Licensed Florida Engineer
License No. PE54873



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

FBPE
FLORIDA BOARD OF PROFESSIONAL ENGINEERS

STATE OF FLORIDA

BOARD OF PROFESSIONAL ENGINEERS

THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

VEDULA, RAMAKUMAR V.
2150 NW 98TH WAY
PEMBROKE PINES FL 33024

LICENSE NUMBER: PE54873
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

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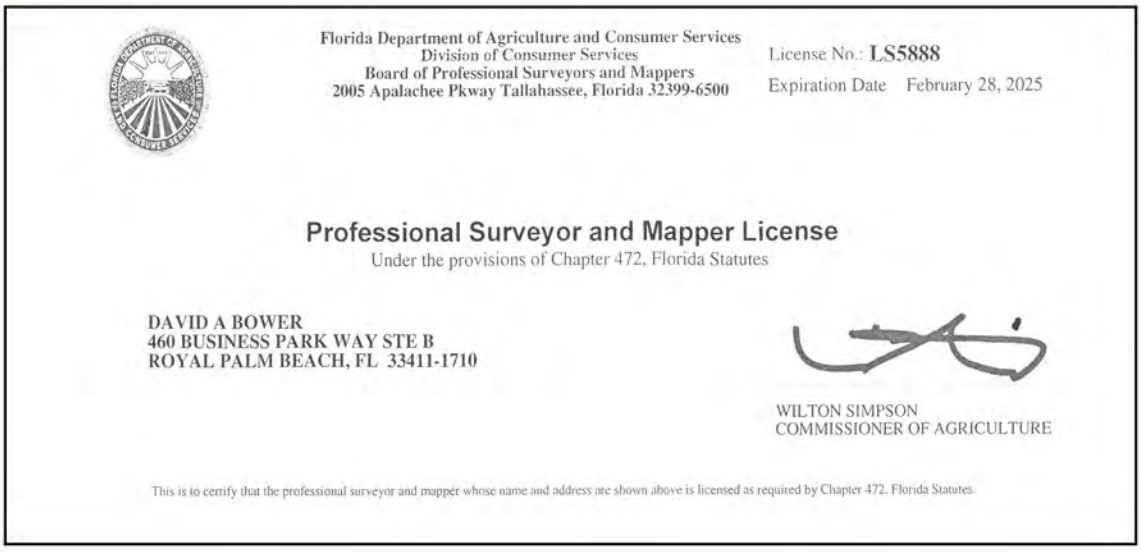
David Bower
Licensed Florida Engineer
License No. LS5888



Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: **LS5888**
Expiration Date February 28, 2025

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

DAVID A BOWER
460 BUSINESS PARK WAY STE B
ROYAL PALM BEACH, FL 33411-1710

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

This is to certify that the professional surveyor and mapper whose name and address are shown above is licensed as required by Chapter 472, Florida Statutes.

RFQ EXHIBIT "A"
PUBLIC ENTITY CRIMES STATEMENT
UNDER § 287.133, FLORIDA STATUTES

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by Damon Robling, President
(print individual's name and title)
for Robling Architecture Construction, Inc.
(print name of entity submitting sworn statement)

whose business address is 101 Walker Avenue, Greenacres, FL 33463

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-1263086

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

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

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

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

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

X The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

X The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

The foregoing document was sworn and ~~subscribed before~~ me this 20th day of December, 2023 by Damon Robling, who is personally known to me or produced _____ as identification.

Holly M. Serrano
Notary Public
My Commission Expires:

HOLLY M. SERRANO
MY COMMISSION # GG 923523
EXPIRES: February 16, 2024
Bonded Thru Notary Public Underwriters

RFQ EXHIBIT "B"
DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids or proposals which are equal with respect to price, quality, and service are received by any political subdivision for the procurement of commodities or contractual services, a bid or proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid or proposal 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 or proposal, 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 firm complies fully with the above requirements.

Proposer's Signature

12/20/2023

Date

RFQ EXHIBIT "C"
SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

This sworn statement is submitted to the Village of North Palm Beach, Florida

by Damon Robling, President
(print individual's name and title)
for Robling Architecture Construction, Inc.
(print name of entity submitting sworn statement)

whose business address is 101 Walker Avenue, Greenacres, FL 33463

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-1263086

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:

A. Does not participate in the boycott of Israel; and

B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

A. Is not on the Scrutinized Companies with Activities in Sudan List; and

B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over $1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

(Signature)

The foregoing document was sworn and subscribed before me this 20th day of December, 2023 by Damon Robling, who is personally known to me or produced _____ as identification.

Holly M. Serrano
Notary Public
My Commission Expires:

HOLLY M. SERRANO
MY COMMISSION # GG 923523
EXPIRES: February 16, 2024
Bonded Thru Notary Public Underwriters

RFQ EXHIBIT "D"
SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(a), FLORIDA STATUTES, ON DISCRIMINATION

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by Damon Robling, President
(print individual's name and title)
for Robling Architecture Construction, Inc.
(print name of entity submitting sworn statement)

whose business address is 101 Walker Avenue, Greenacres, FL 33463

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-1263086

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that "discrimination" as defined in Section 287.134(1)(b), Florida Statutes, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion.

3. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of an entity that discriminated; or

b. An entity under the control any natural person who is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another entity, or the pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity.

4. I understand that an "entity" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

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

__X__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been placed on the discriminatory vendors list.

__X__ The entity submitting this sworn statement, or one or more of its officers, directors, executives,

partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list.

__X__ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the discriminatory vendors list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

The foregoing document was sworn and subscribed before me this 20th day of December, 2023 by Damon Robling, who is personally known to me or produced _____ as identification.

Holly M. Serrano
Notary Public
My Commission Expires:

HOLLY M. SERRANO
MY COMMISSION # GG 923523
EXPIRES: February 16, 2024
Bonded Thru Notary Public Underwriters

ROBLING ARCHITECTURE CONSTRUCTION, INC.
BALANCE SHEET
AS OF DECEMBER 31, 2022

ASSETS

Current Assets:

Cash and cash equivalents	$ [redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	$ [redacted]

LIABILITIES AND STOCKHOLDER'S EQUITY

[redacted]	$ [redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	$ [redacted]

See Independent Accountants' Review Report.
The Notes to the Financial Statements are an integral part of these financial statements.

ROBLING ARCHITECTURE CONSTRUCTION, INC.
STATEMENT OF INCOME AND RETAINED EARNINGS
YEAR ENDED DECEMBER 31, 2022

See Independent Accountants' Review Report.
The Notes to the Financial Statements are an integral part of these financial statements.

ROBLING ARCHITECTURE CONSTRUCTION, INC.
STATEMNENT OF CASH FLOWS
YEAR ENDED DECEMBER 31, 2022

Cash Flows from Operating Activities:	
Net income	$ [redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]s	[redacted]
[redacted]:	
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	
[redacted]	[redacted]
[redacted]	$ [redacted]
[redacted]	
[redacted]	$ -
[redacted]	$ -

See Independent Accountants' Review Report.
The Notes to the Financial Statements are an integral part of these financial statements.

ROBLING ARCHITECTURE CONSTRUCTION, INC.
NOTES TO FINANCIAL STATEMENTS
YEAR ENDED DECEMBER 31, 2022

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Nature of Operations

Robling Architecture Construction, Inc. ("the Company") was incorporated in the State of Florida on November 14, 2005 and is engaged in the business of providing architectural construction management and general construction contracting services in the state of Florida.

Basis of Accounting and Use of Estimates

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

([redacted])

[redacted]

[redacted]	$ [redacted]	$ [redacted]	$ [redacted]
[redacted]	$ [redacted]	$ [redacted]	$ [redacted]

[redacted]

[redacted]

[redacted]

NOTE 1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (Continued)

Income Taxes

The Company has elected to be treated as a subchapter S corporation under the Internal Revenue Code. In lieu of corporate federal taxes, the stockholder is response for the tax liability, if any, related to the Company's taxable income. Accordingly, no provision for federal income taxes is reflected in the accompanying financial statements; however, the company will continue to provide for appropriate state income taxes. The Company has concluded that it is a pass-through entity and there are no 8ncertain tax positions that would require recognition in the financial statements.

If the Company were to incur an income tax liability in the future, interest on any income tax liability would be reporting as interest expense and penalties on any income tax liability would be reported as income taxes in the accompanying statement of income and retained earnings. The Company's conclusions regarding uncertain tax positions may be subject to review and adjustment at a later date based upon ongoing analyses of tax laws, regulations and interpretations thereof as well as other factors.

Generally, federal, state and local authorities may examine the Company's tax returns three years from the date of filing.

Advertising and Marketing Expense

[redacted]

Contracts receivable consisted of the following at December 31, 2022:

Contracts Receivable:	
Completed contracts	$ [redacted]
[redacted]	[redacted]
[redacted]	[redacted]
	$ [redacted]

NOTE 3. PROPERTY AND EQUIPMENT, NET

[redacted]

Trade payables
Retainage payable

[redacted]

NOTE 7: REVENUE RECOGNIZED AND COSTS INCURRED ON UNCOMLETED CONTRACTS

[redacted]:

Costs incurred on uncompleted contracts
Estimated gross profit
Contract revenue earned on uncompleted contracts

Billings to date (including retainage)
Less: retainage
Billings to date (excluding retainage)
Contract assets (liabilities), net

[redacted]:

Contract assets

Contract liabilities
Contract assets (liabilities), net

[redacted]

[redacted]

NOTE 9: MAJOR CUSTOMERS AND SUPPLIER

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

For the Year Ended	[redacted] of	Amount of	Percentage of Accounts	Amount of Accounts
[redacted]	[redacted]	$ [redacted]	[redacted]	$ [redacted]

[redacted]

[redacted]

[redacted]

ROBLING ARCHITECTURE CONSTRUCTION, INC.
SUPPLEMENTARY INFORMATION
SCHEDULE I
YEAR ENDED DECEMBER 31, 2022

SCHEDULE OF OPERATING EXPENSES

[redacted]	$ [redacted]
[redacted]	[redacted]
[redacted]	
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	
[redacted]	[redacted]
[redacted]s	[redacted]
[redacted]s	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	$ [redacted]

ROBLING ARCHITECTURE CONSTRUCTION, INC.
SUPPLEMENTARY INFORMATION
SCHEDULE II
YEAR ENDED DECEMBER 31, 2022

SCHEDULE OF EARNINGS FROM CONTRACTS

	TOTAL CONTRACT TO DATE	PRIOR TO JANUARY 1, 2022	YEAR ENDED DECEMBER 31, 2022
[redacted]			

ROBLING ARCHITECTURE CONSTRUCTION, INC.
SUPPLEMENTARY INFORMATION
SCHEDULE III
YEAR ENDED DECEMBER 31, 2022

SCHEDULE OF UNCOMPLETED CONTRACTS

	Contracted	Estimated		Estimated	Total	%	Billings To	Revenue	Billings
[redacted]									

ROBLING ARCHITECTURE AND CONSTRUCTION, INC.
BALANCE SHEET
DECEMBER 31, 2021

ASSETS

[redacted]

TOTAL LIABILITIES AND STOCKHOLDER'S EQUITY [redacted]

Read Accompanying Accountant's Review Report
The Accompanying Notes are an Integral Part of the Financial Statements

ROBLING ARCHITECTURE AND CONSTRUCTION, INC.
STATEMENT OF INCOME AND RETAINED EARNINGS
YEAR ENDED DECEMBER 31, 2021

Read the Accompanying Accountant's Review Report
The Accompanying Notes are an Integral Part of the Financial Statements

ROBLING ARCHITECTURE AND CONSTRUCTION, INC.
STATEMENT OF CASH FLOW
YEAR ENDED DECEMBER 31, 2021

Read the Accompanying Accountant's Review Report
The Accompanying Notes are an Integral Part of the Financial Statements

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Accounting policies and methods of their application that significantly affect the financial position of the company are as follows:

NATURE OF OPERATION

The Company was incorporated on November 14, 2005. The Company is in the business of architectural/construction management and general contracting services.

REVENUE AND RELATED COSTS

The principal portion of the company's revenue is provided from two types of contracts: fixed price contracts and time and material contracts. Under the fixed price contracts, the contract price is not subject to adjustment (except for change orders) because of costs incurred by the company. Time-and material contracts generally provide for payments to the company on a basis of direct labor at fixed hourly rates (that cover the cost of direct labor and indirect expenses and profit) and costs of the materials or other specified costs.

Revenue is recognized on the percentage of completion method for fixed-price contracts commencing when progress reaches a point where experience is sufficient to estimate final results with reasonable accuracy. The portion of each contract's gross profit is accrued and income is recognized on the basis of the company's engineering estimates of the extent of the progress toward completion. Revenue from time and material contracts is recognized on the basis of costs incurred during the period plus the fee earned.

Contract terms generally provide that billings are to be rendered monthly in amounts which are commensurate with the extent of performance or costs incurred under the contract less a percent completion retainage. The excess of the costs incurred plus estimated earnings to date over related billings on contracts in progress is carried as a current asset. From time to time, billings are rendered in advance of estimated performance to date. In these cases, the excess of billings over costs plus earnings to date is shown as a current liability.

When the current estimates of total contract revenue and contract cost indicate a loss, a provision for the entire loss is made in the period in which this fact becomes evident.

The company does not accumulate as costs of contracts in progress general and administrative expenses and similar overhead and indirect expenses. Such costs are charged against current operations as incurred.

USE OF ESTIMATES

The preparation of financial statements in conformity with accounting principles generally accepted in the United States requires management to make estimates and assumptions that affect the amounts reported in the financial statements and accompanying notes. Although these estimates are based on managements's knowledge of current events and actions it may undertake in the future, they may differ from actual results.

PROPERTY AND DEPRECIATION

Property and equipment are stated at cost less accumulated depreciation. Depreciation is provided for over the assets estimated useful lives using the straight-line, declining balance and accelerated cost recovery systems method applied to specific items included in each major category of assets.

Expenditures for the cost of improvements and betterment which extend the useful life of an asset are capitalized. Other expenditures for repairs and maintenance of a routine nature are expensed as incurred. The cost and related depreciation for properties which have been retired or otherwise disposed of are removed from the accounts and gains or losses on disposition are included in current income.

INCOME TAXES

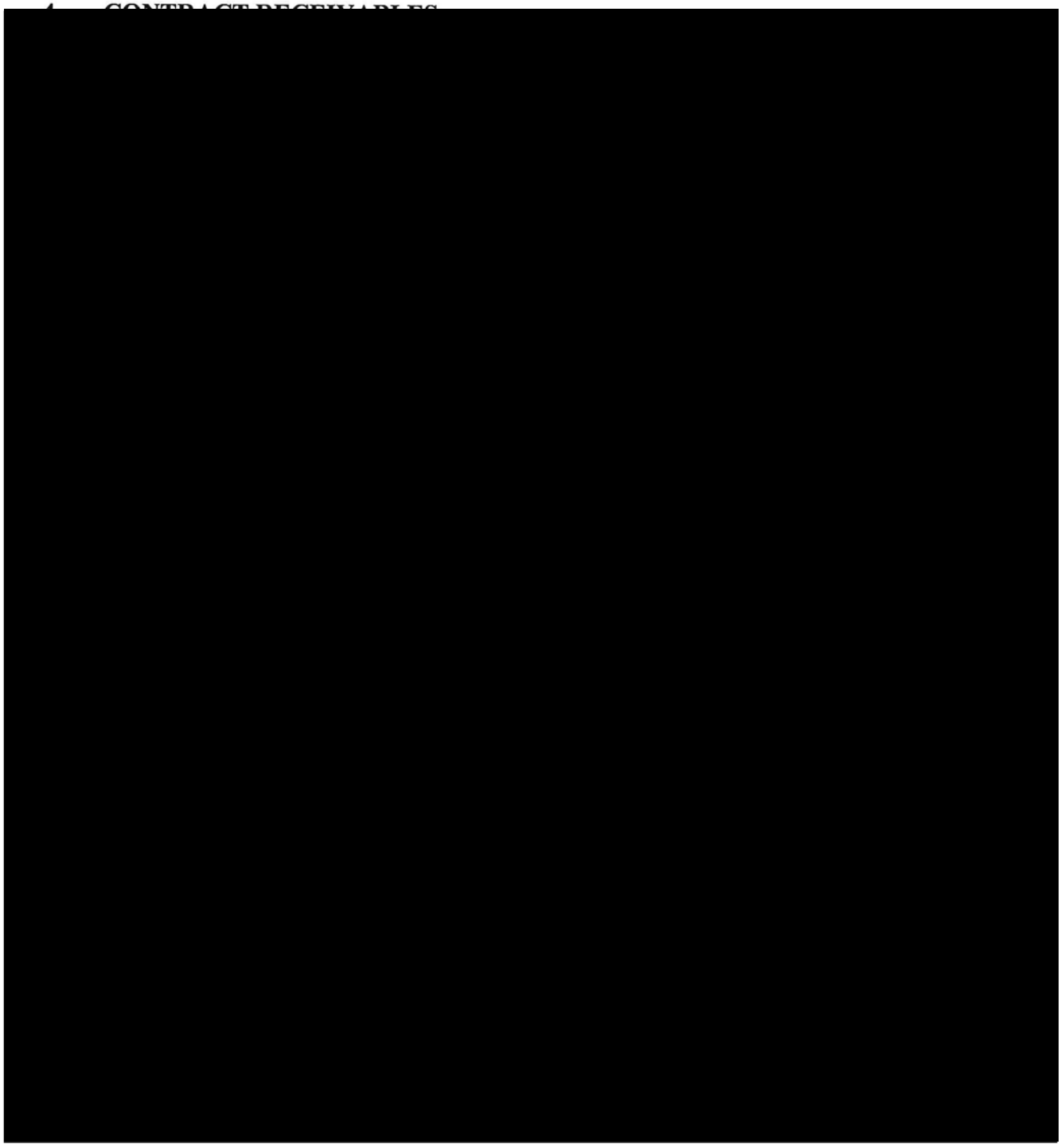
The company has elected to be treated as an S Corporation for Federal and State income tax purposes. Accordingly, the income or loss of the Company, along with related tax credits and deduction, are included on the personal income tax return of the Company's stockholder.

The Company adopted the provisions of the Financial Accounting Standards Board ("FASB") Accounting Standards Update (ASU) 2009-06, *Implementation Guidance on Accounting for Uncertainty in Income Taxes and Disclosure Amendments for Nonpublic Entities,* which provides a Financial Statement recognition threshold and measurement attribute for a tax position taken or expected to be taken, in a tax return. Adopting ASU 2009-06 had no impact on the Company's Financial Statements

CASH EQUIVALENTS

[redacted]

4. CONTRACT RECEIVABLES



8. [redacted]

9. [redacted]

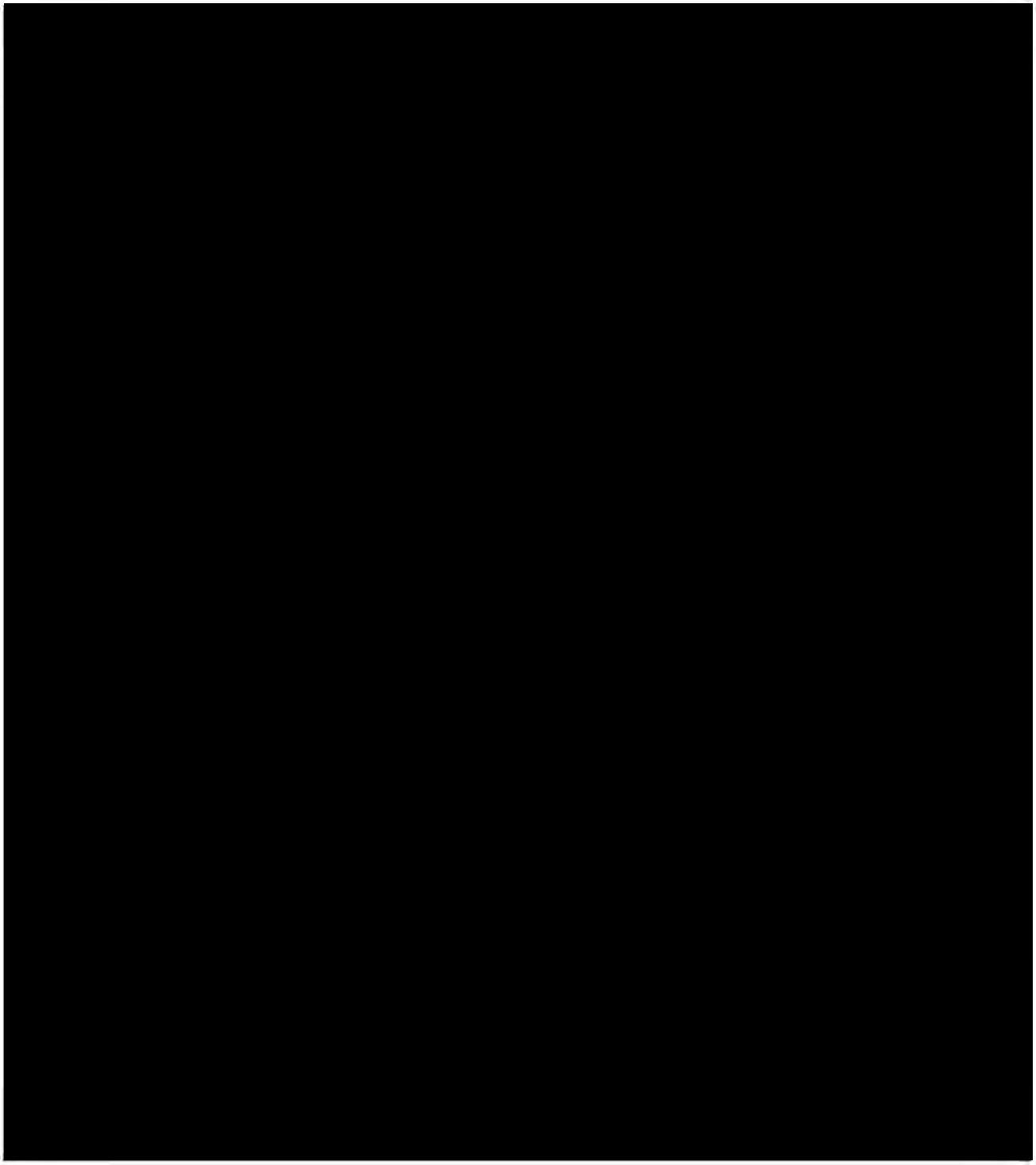
10. [redacted]

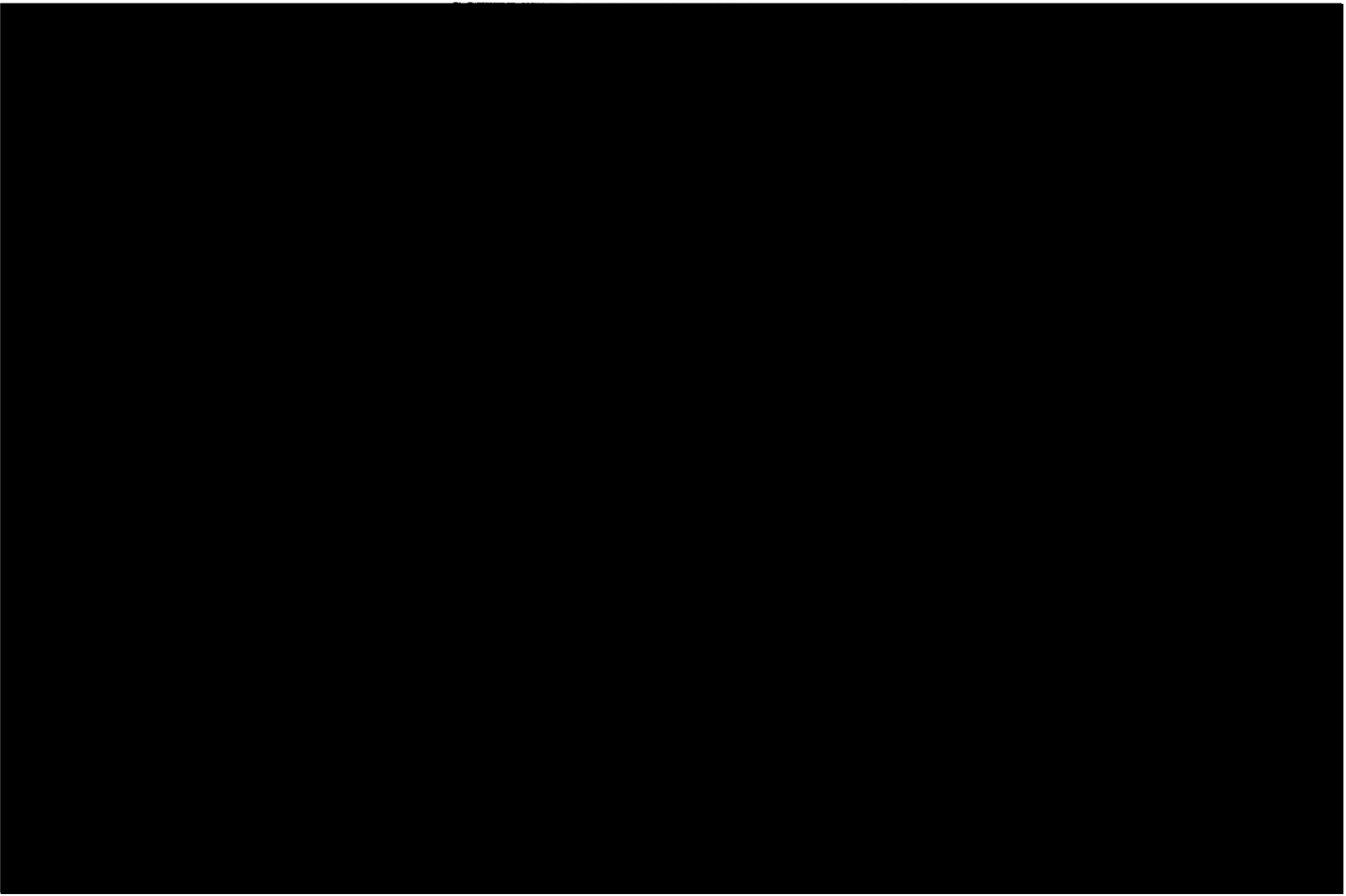
11. [redacted]

12. [redacted]

13. [redacted]

SCHEDULE OF CONSTRUCTION COSTS





ROBLING ARCHITECTURE AND CONSTRUCTION, INC.

[redacted]

Read Accompanying Accountant's Review Report
The Accompanying Notes are an Integral Part of the Financial Statements

The Accompanying Notes are an Integral Part of the Financial Statements

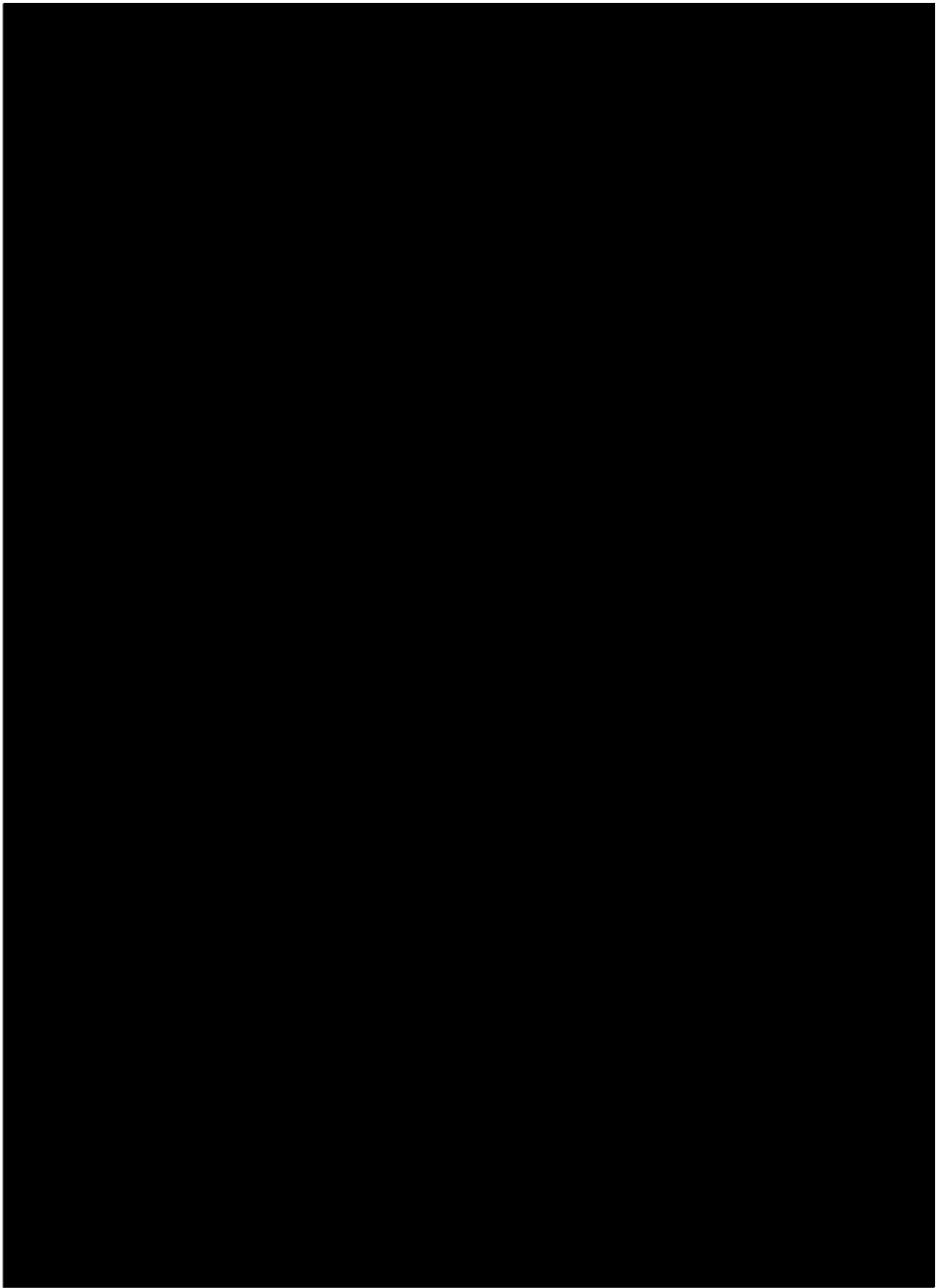
Read Accompanying Accountant's Review Report
The Accompanying Notes are an Integral Part of the Financial Statements

ROBLING ARCHITECTURE AND CONSTRUCTION, INC.
BALANCE SHEET
DECEMBER 31, 2020

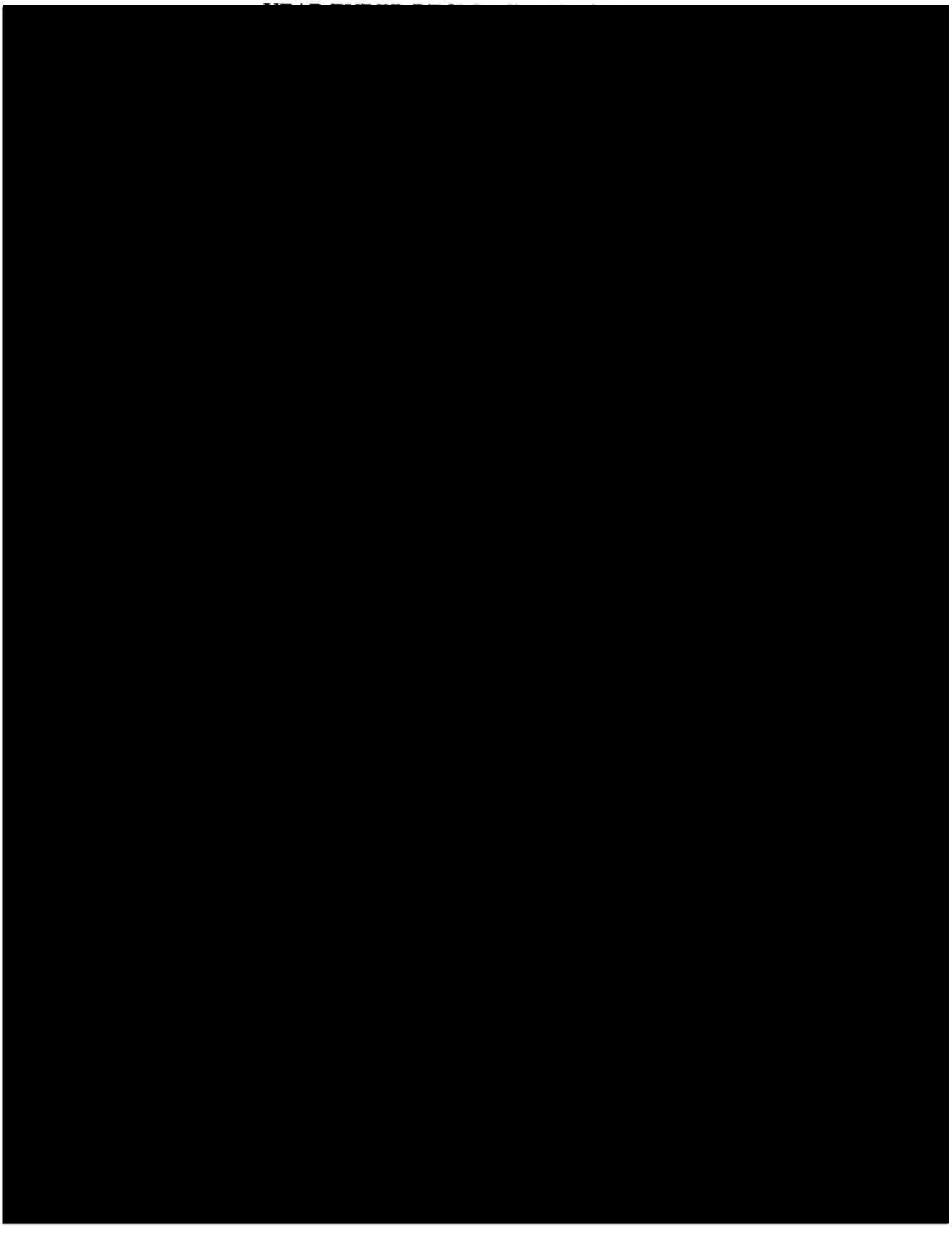
ASSETS

[redacted]

ROBLING ARCHITECTURE AND CONSTRUCTION, INC.
STATEMENT OF INCOME AND RETAINED EARNINGS
YEAR ENDED DECEMBER 31, 2020



ROBLING ARCHITECTURE AND CONSTRUCTION, INC.
STATEMENT OF CASH FLOW



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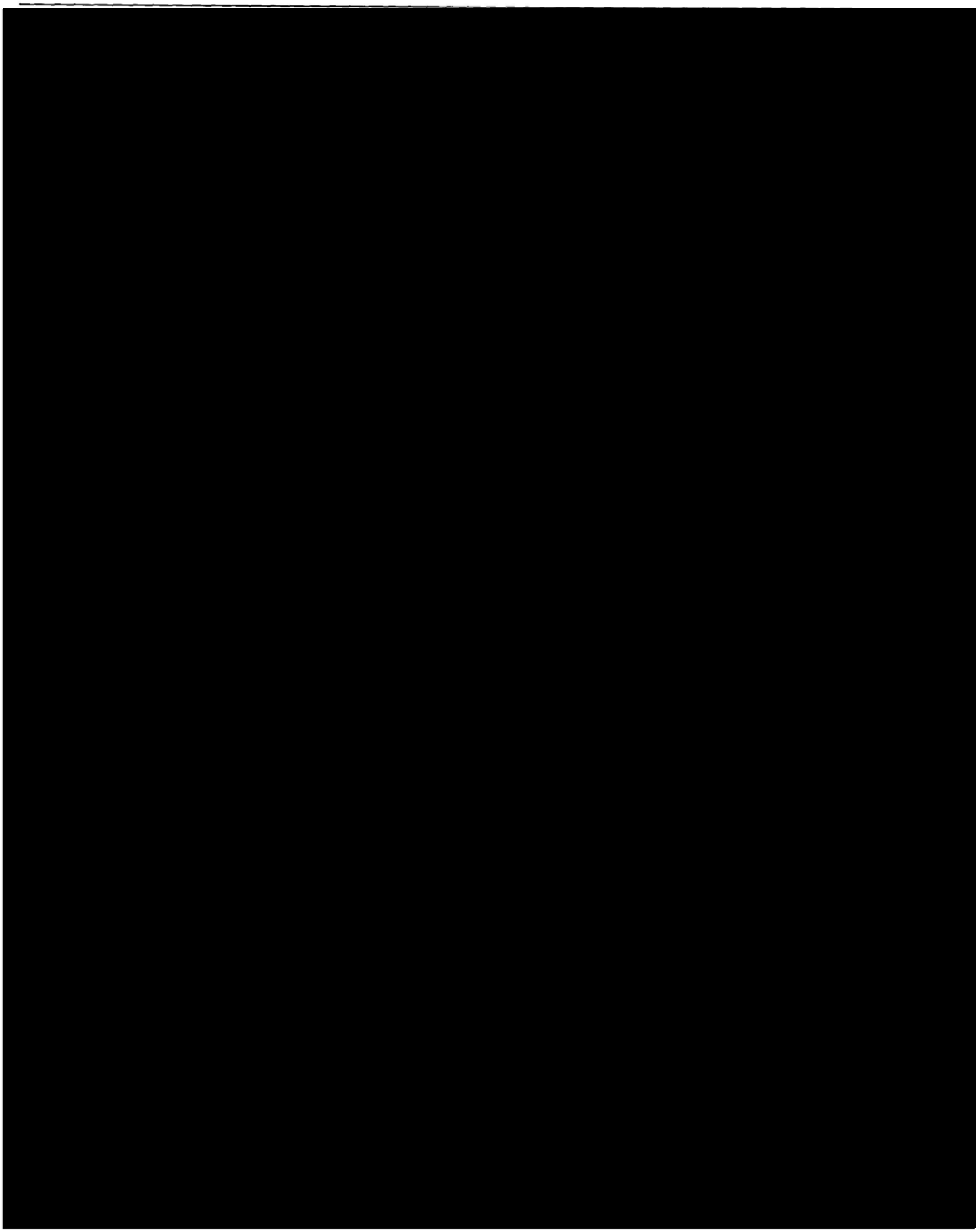
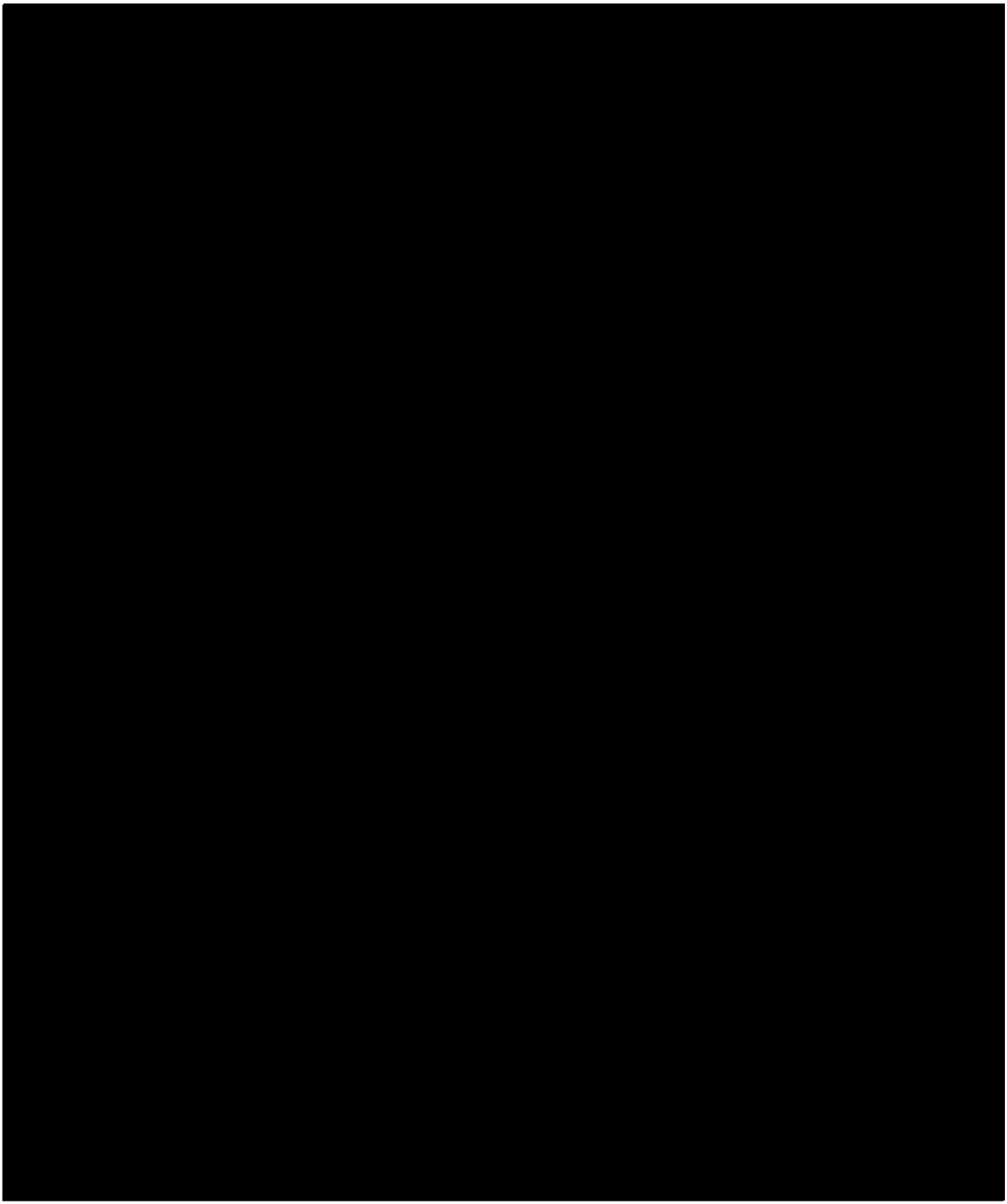
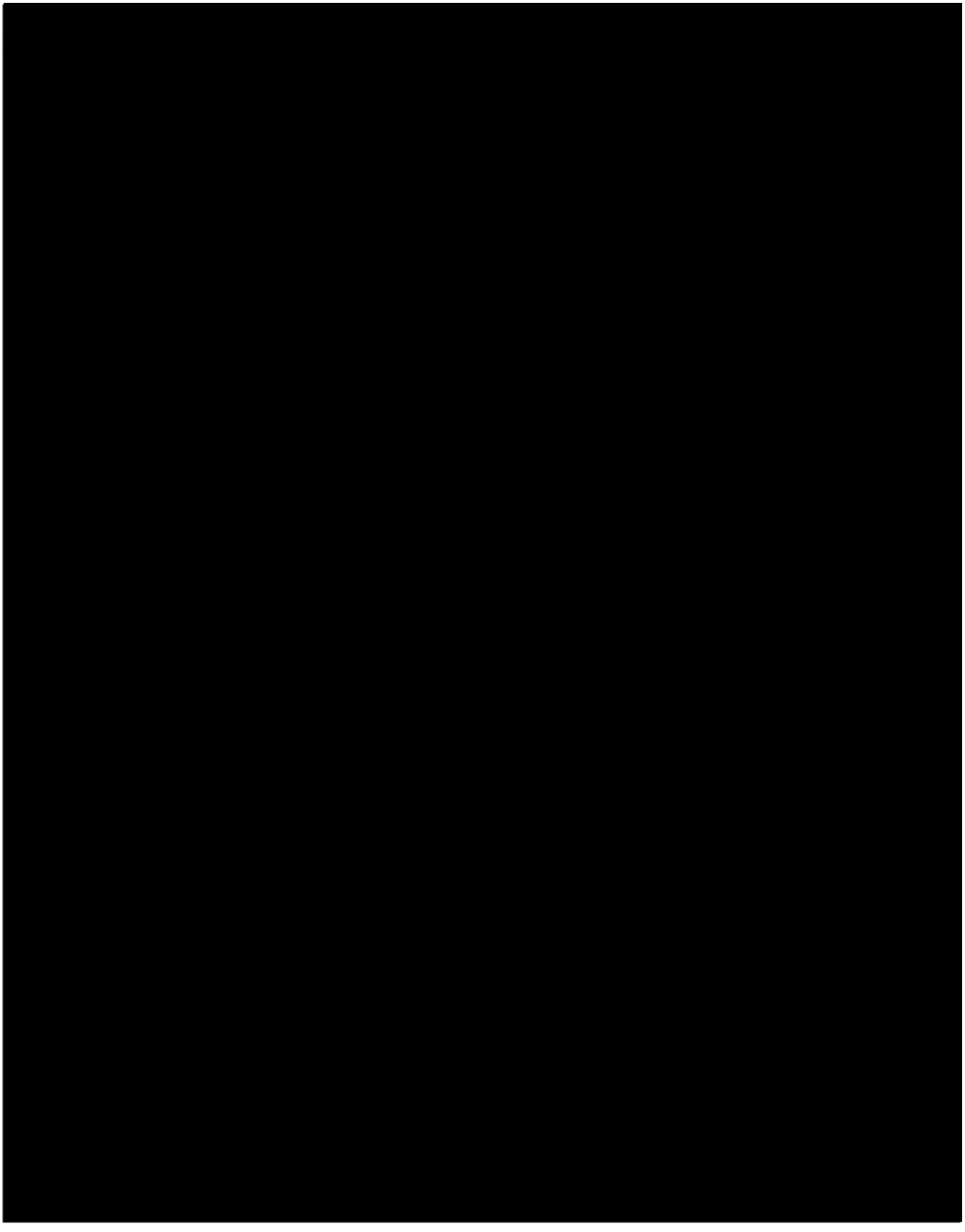
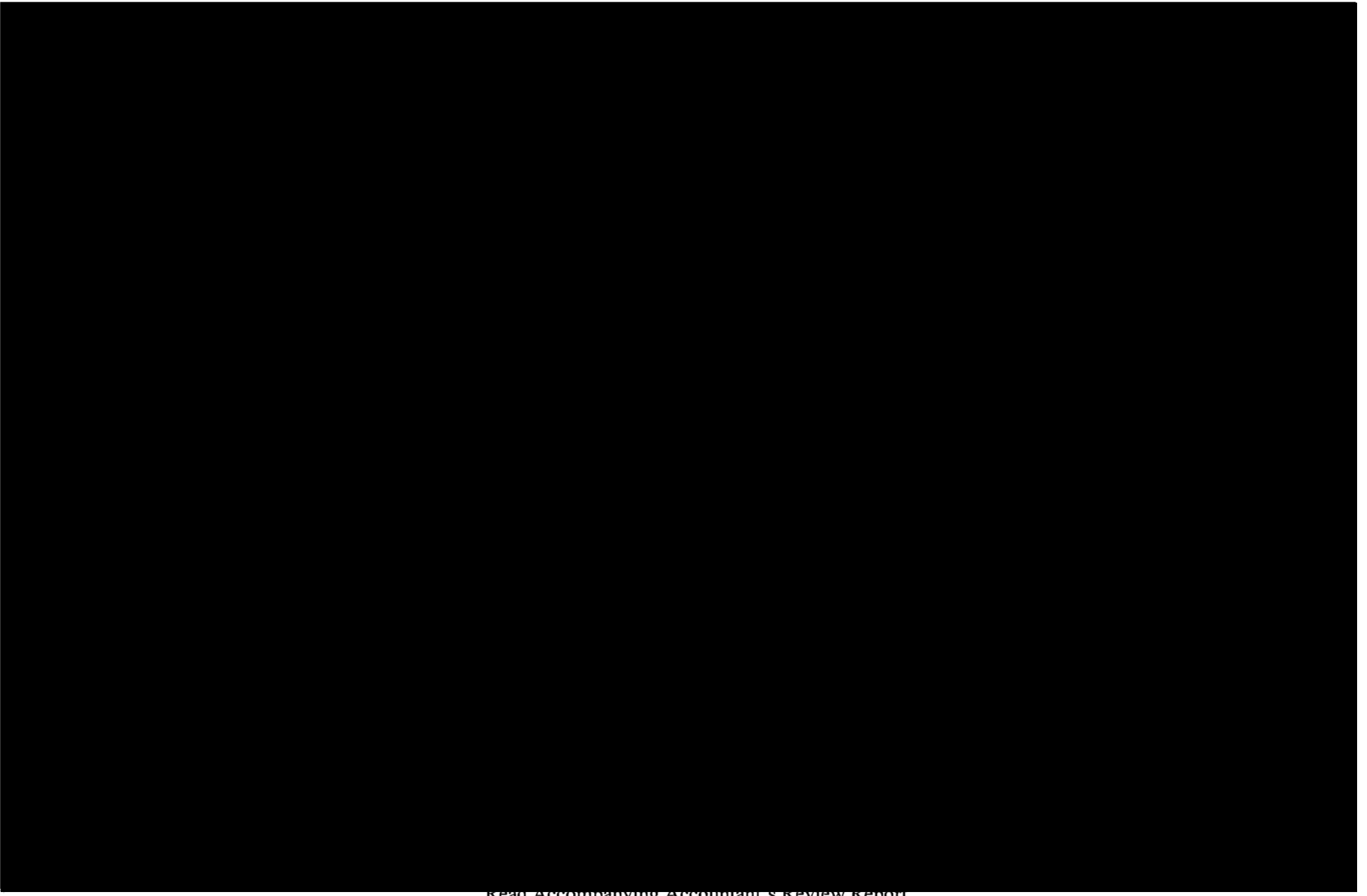


[redacted]







Read Accompanying Accountant's Review Report
The Accompanying Notes are an Integral Part of the Financial Statements

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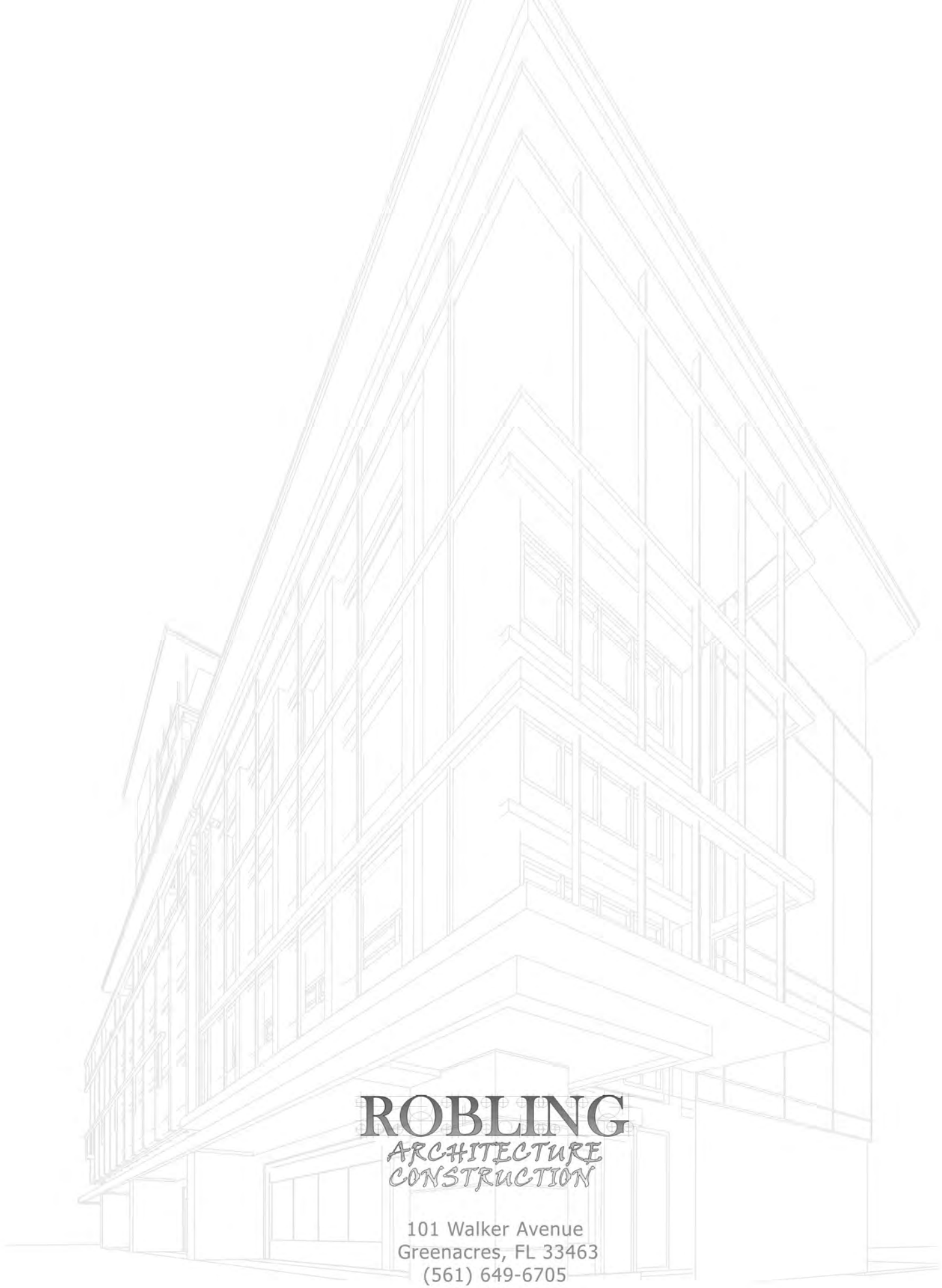
The Accompanying Notes are an Integral Part of the Financial Statements



ROBLING
ARCHITECTURE
CONSTRUCTION

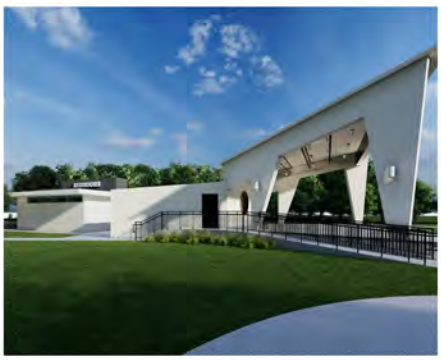
101 Walker Avenue
Greenacres, FL 33463
(561) 649-6705
www.robling.com
AA2600115

Village of North Palm Beach

Architectural Consultant Continuing Services Contract 2023

RFQ # 2023-10-JM-PW-0-2024/JM

Due: December 20, 2023



CPZ Architects, Inc.

4316 West Broward Boulevard, Plantation, FL 33317
1601 Belvedere Rd, S-350, West Palm Beach, FL 33406
1717 20th Street, Unit 1, Vero Beach, Florida 32960
200 N. El Mar Drive, Suite 201, Jensen Beach, FL 34957
Chris Zimmerman, AIA | (954) 792-8525 | Chris@cpzarchitects.com

	Table of Contents	Page 2
	Statement of Qualifications	Page 3
Tab 1:	Consultant Information	Page 5
Tab 2:	Consultant Technical Qualifications	Page 15
Tab 3:	Miscellaneous Information	Page 38

CPZ Architects, Inc. is pleased to submit for Request for Qualifications or Village of North Palm Beach- Architectural Consultant Continuing Services Contract. CPZ Architects has served many clients throughout Florida and is still serving many of these clients on a continuing basis. CPZ has a branch office located in West Palm Beach, Florida. Our office is located 10 miles from the Village of North Palm Beach. With our proximity, we will be able to serve your project needs without limitation. We have extensive experience and can assure the village that we will offer the best projects within budget and schedule. Our firm's experience in design and over 50 public safety facilities, and recreational facilities, in our opinion, makes us the most qualified team to provide these services.

Founded in 2002, CPZ is a small firm where the firm owner and principal, Chris P. Zimmerman, AIA, is involved and oversees all projects. Chris' personal history includes growing up in Fort Lauderdale and having over 35 years of governmental experience in providing architectural services. Mr. Zimmerman served 10 years as the City of Fort Lauderdale's architect and is a licensed Florida general contractor. It is this experience and reputation that are important and ensure that our projects are completed to a high standard. His special combination of experiences offers a unique perspective and approach to design. Mr. Zimmerman will be the principal in charge of all the city's projects.

CPZ Architects is an 18-person architectural firm with the main office in Plantation, Florida and branch offices in West Palm Beach, Jensen Beach and Vero Beach, Florida. The office staff includes 4 registered architects, 5 project managers, 6 associate architects and 3 support staff. This comprehensive staff provides a wide variety of design and construction experience to assist in the successful completion of your project. Our staff provides a wide variety of design and construction experience to assist the city in all phases of the projects. A project manager(s) is also assigned to each "client" and not just to a project. This establishes a relationship with our clients and will assist us in gaining a full understanding of their needs. You will have the same project manager(s) from the start of a project through to the end of construction, also providing the continuity required for a successful project completion.

Chris P. Zimmerman, AIA, will be your project principal. Joe Barry, AIA, your senior project architect and Jayson Hall, your senior project manager can be made available at a moment's notice. Our business success reflects the quality and skill of our people. CPZ is committed to seeking out and retaining the finest talent to ensure top business growth and performance. Diversity management benefits individuals, teams, our company, and our clients. We recognize that each team member brings their own unique capabilities, experiences and characteristics to their work. As an organization, we value the contributions brought to us through these diverse perspectives.

BUILDING LASTING RELATIONSHIPS. Our commitment to client satisfation has built more than 20 long-term client/CPZ relationships and a reputation for superior, responsive client service. We strive to not only meet but exceed our clients' expectations at all levels. Our goal is a project of which our clients, their community, and we can be proud. As testament to our professionalism, design quality, and dedicated service, we take pride in our record of repeat work for multiple clients- a 75% repeat client rate.

Your village deserves the attention of an architectural team that understands the needs of a building owner: "good solid design that is well detailed, constructed efficiently, and where the entire project is completed on time and within budget". We understand the importance of maintaining both the project schedule and budget throughout the projects.

"Provide quality architecture that builds lasting relationships" is the philosophy from which this firm was founded, and we strive to adhere to it every day. We look forward to serving the Village of North Palm Beach in the same manner.

Tab 1

Contact Information & Certificate of Status

NAME: CPZ Architects, Inc.

HEADQUARTER ADDRESS: 4316 W. Broward Blvd
Plantation, FL 33317

LOCAL ADDRESS: 1601 Belvedere Road, Suite 305-S
West Palm Beach, FL 33406

PHONE NUMBER: (954) 792-8525

State of Florida
Department of State

I certify from the records of this office that CPZ ARCHITECTS, INC. is a corporation organized under the laws of the State of Florida, filed on December 2, 2002.

The document number of this corporation is P02000128253.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on February 9, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

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

Secretary of State

Tracking Number: 4525835361CC

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

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

Form of Organization

CPZ Architects, Inc., **a S. corporation established in 2002 and located in West Palm Beach**, is professionally qualified to provide architectural services to the Village of North Palm Beach for this continuing services contract. CPZ Architects, Inc. is **an eighteen (18) person architectural firm** with a staff of highly qualified personnel. The office staff includes 4 registered architects, 1 general contractor, 4 project managers, 6 associate architects, 1 licensed interior designer and 3 office support staff.

Prime Professional / Team Leader

CPZ Architects, Inc.

CHRIS P. ZIMMERMAN, AIA, NCARB

President/ Project Principal

Jayson Hall, Senior Project Manager

Joseph J. Barry, Senior Project Architect

CBE PROFESSIONALS/ LEED GE

Civil, Landscape Architecture

Chen Moore & Associates

David Cowan, P.E.

Suzanne Dombrowski, P.E.

Tanya McCormick, LA

MBE, LEED Accredited Professionals

Structural

ONM&J

Dwayne Jackson, P.E

MEP Engineers

OCI Engineering

Jason Smith, PE, LEED AP BD+C, CEM - PE55743

Sudharma Wijegunawardana, PE, LEED AP - PE63143

Kaz Kazeminia, NICET

Robert Coello, NICET

Geotechnical & Environmental

Terracon Consulting

Douglas S. Dunkelberge, P.E.

Jaime A. Velez, P.E.

Brian Brandon, PWS

Steven A. Harrison, P.G.

Survey

Brown & Phillips, Inc.

Anthony Brown, PLS

John E. Phillips III

SMWBE

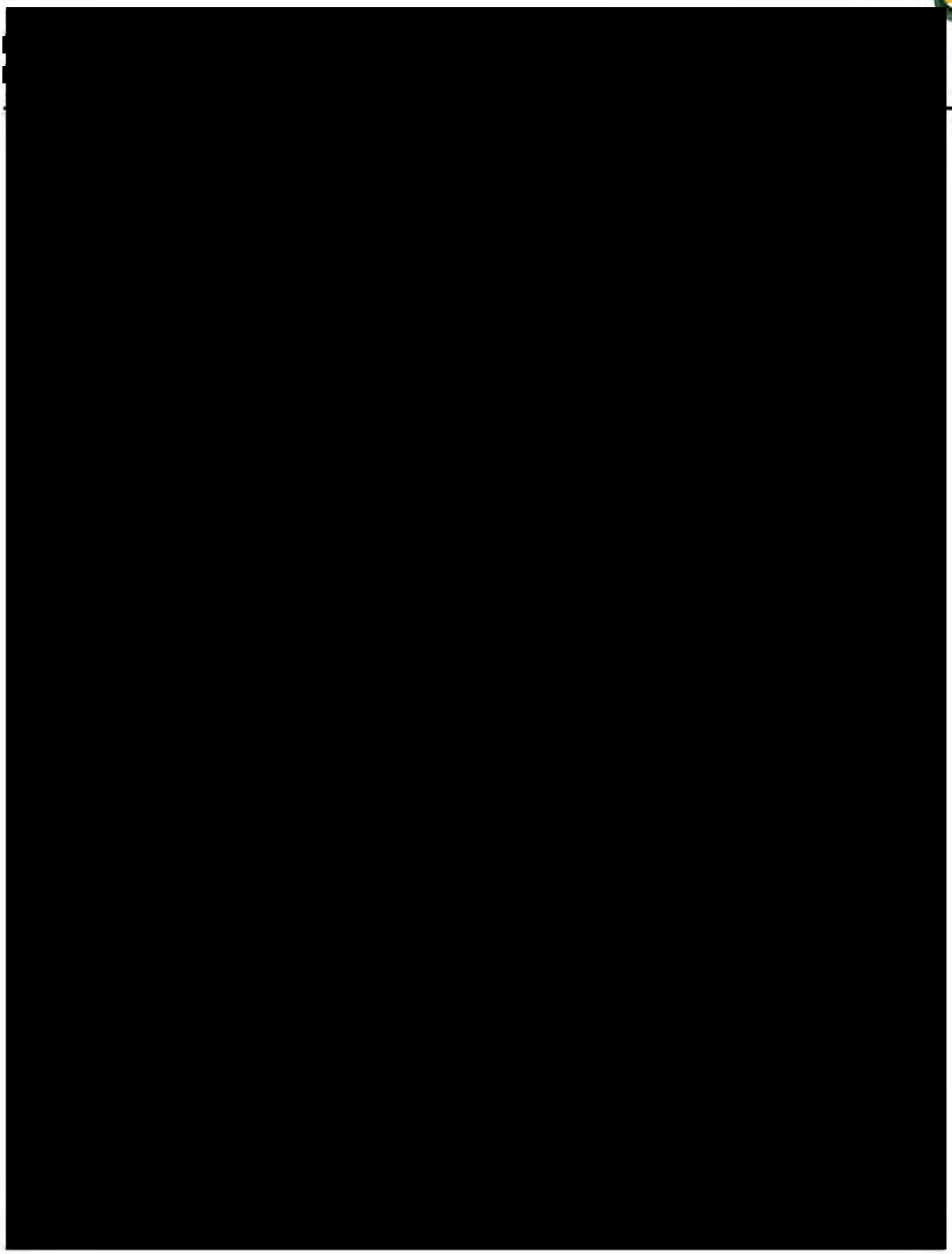
Cost Estimation

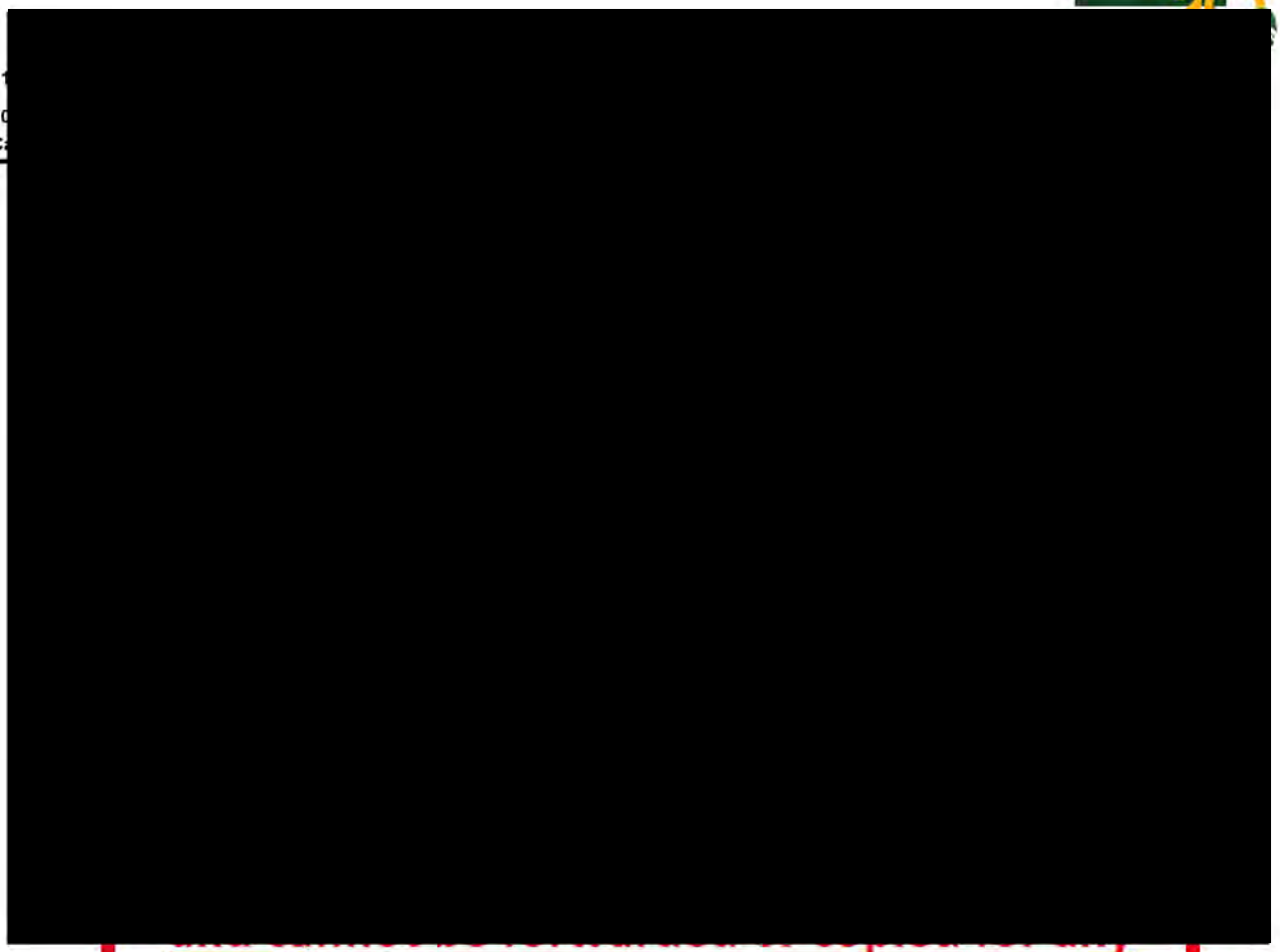
CMS Construction Management Services

Richard Miller

Ramesh Talwar

SBE, MBE & CBE





purpose. Florida Statue 119.071.(1).c.

CPZ Architects, Inc.
Profit & Loss
January through December 2021

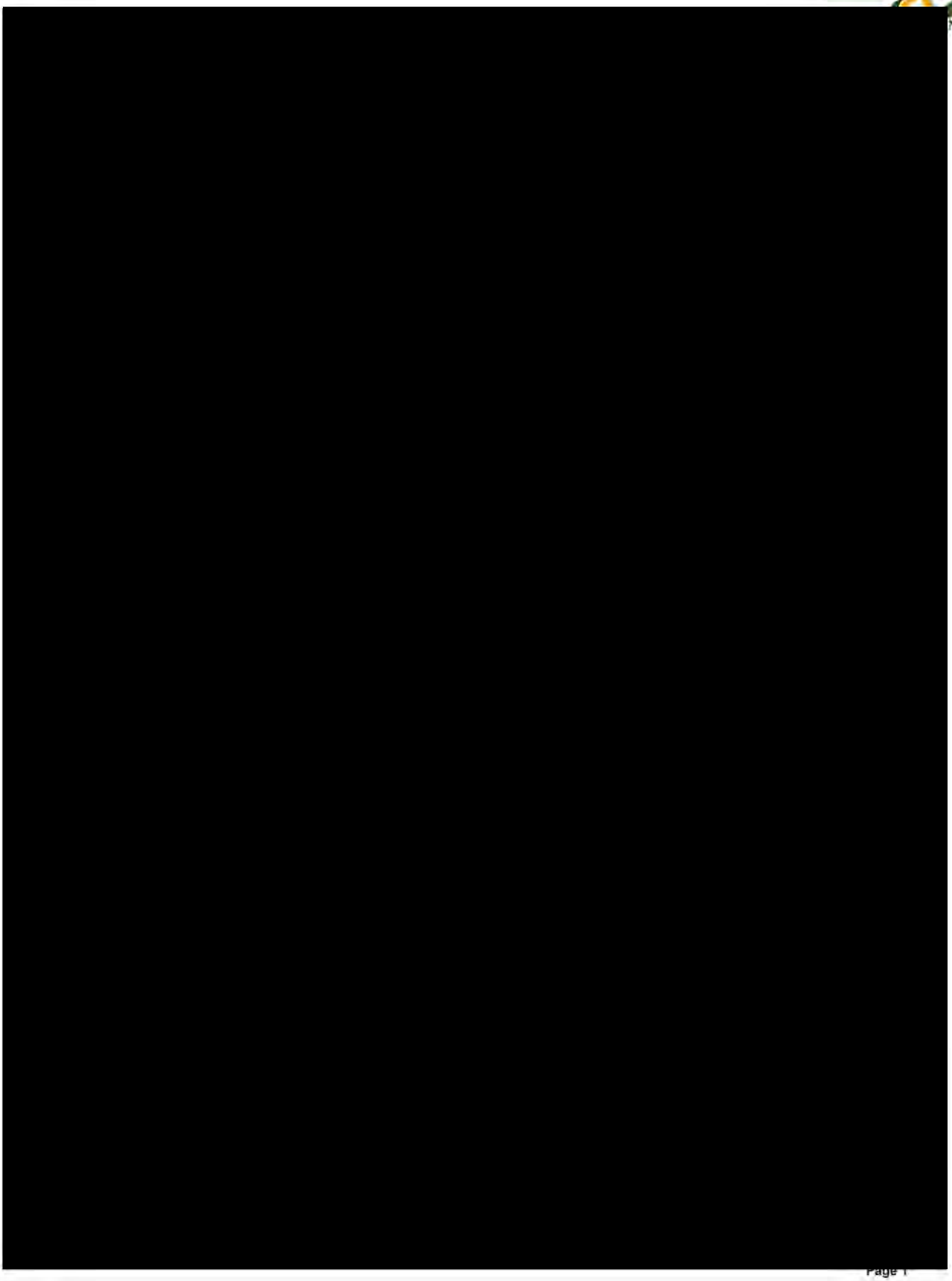
[redacted]

CONFIDENTIAL/PRIVILEGED - PROPRIETARY INFORMATION
This is NOT provided as a public document and cannot be forwarded or copied for any purposes. Florida Statue 119.071 etc.

[redacted]

CPZ Architects, Inc.
Profit & Loss
January through December 2021

[redacted]



COMPENSATION

In our profession, project architectural and engineering fees vary depending on project scope and complexity of the project. Our office will meet with the village to review the scope for any project awarded. Once we have the scope of the project, we will determine what staff resources and subconsultants are allocated and required. We will use our hourly rates and subconsultant hourly rates negotiated with the village to determine project cost for each specific project awarded.

CPZ Architects has a consistent method of invoicing and we try to be as accurate as we can. Our office manager meets with the project manager to discuss what needs to be billed. Any invoices that have been received from our subconsultants are reviewed and approved by the project manager. Invoices are sent out on a monthly basis, usually around the second week of the month. We use QuickBooks software to input all our work orders and produce our invoices. The invoices include the name and address of our client, the purchase order number, the project name, date, and number of the invoice. The invoice is broken down into task items such as Schematic Design, Design Development, Bidding, Permitting and Construction Administration. It provides the total amount of the work order, the prior amount billed, the prior %, the current %, the total %, and the total amount billed and it also show the balance remaining.

Time and material invoices show the task item, hours, hourly rate approved per the contract, personnel name and amount. Attached to the invoice is a daily time printout that includes the personnel's name and the description of what was done during the time worked on that project.

Tab 2

CPZ Architects, Inc. has been providing architectural services to the South Florida area for over 20 years. We have 4 registered architects on staff and, as a firm and sub-consultants, have completed over 50 public safety facilities, and recreational facilitites. Our team of architects, engineers, surveyors and landscape architect professionals have been chosen for their direct experience and expertise for any project that may arise as a part of this contract.

AVAILABILITY

CPZ Architects, Inc. is conveniently located at 1601 Belvedere Road, West Palm Beach, FL 33406, only 20 minutes from the Village of North Palm Beach. Our location enables us to be proactive in your projects, as well as available to you in any capacity you deem necessary.

Our firm philosophy is to establish long-lasting relationships with our clients and we are available immediately for your projects. Our firm is a medium size firm with 18 employees. We continue to keep that "small firm" feel in our office to ensure that you, our client, has every need met.

As an office that specializes in municipal and governmental projects, we realize how important it is to maintain both the project schedule and budget throughout the project. We feel that this process starts in the beginning with the overall project management philosophy. As architects, we are the team leader, and we are well versed in maintaining the project on time and on budget. As with all designed projects, the number of hours per week, as well as staff required, will fluctuate based on the phase of the project. Naturally, during the Design and Construction Document Phases of the project more hours will be required than during the bidding phase of the project.

Our Firm works with our clients to determine the project schedule at the start of the project to include the design phase, permitting submittals and estimated construction phase. We then create an electronic schedule that can be maintained throughout the project. This schedule is reviewed at the completion of each phase of the project. If the project falls behind schedule, we determine what is required to bring the project back on schedule and make the necessary revisions. We have the ability to add additional people to the project, extend work hours or both if these methods will expedite the project. Based on the project description contained within the RFQ, we cannot assign hours to all the tasks now. However, we can inform you that we do have the staff available to work on your project immediately and continuously. Other scheduling solutions may include changing the sequence of activities to maintain the project moving to completion.

We maintain a small firm environment, which allows the owner to be involved in the management of every project that comes through the office. Each project is managed by a licensed, registered architect. Our firm has four registered architects on staff. The architects review the in-house architectural drawings & specifications as well as the drawings & specifications of the consultants. We conduct review meetings with ALL the project consultants together to review the relationships of all disciplines. At the conclusion of these meetings, copies of the marked-up drawings are provided to ALL consultants. This enables us to have control of the project and through communication and coordination we are able to stay on schedule and within budget. Your facilities deserve the attention of an Architectural/Engineering Team that understands the needs of a Building Owner. "Good solid design that is well detailed, constructed efficiently and where the entire project is completed On Time and On Budget". We believe in maintaining a small office environment, cost control & estimates – At each phase of the design process we will review the cost estimate with our clients. One of the most beneficial services that we have utilized is the use of a consultant that specializes in cost estimating. We utilize the services of two local cost estimators to help maintain our costs. They provide a project breakdown that can be utilized to review the construction

bids as well as the contractor schedule of values. Therefore, this process not only aids the Owner during design, it also helps manage the successful contractor's schedule of values preventing over billing. In addition, our firm president is also a certified General Contractor, offering an insight to the constructability of each project.

Programming

CPZ Architects will work with the city to incorporate all the design elements for each project. The first part of each project is the programming and recommendations report. In this phase the design team will meet with staff to review all the project goals and gather all the analysis data (project questionnaire). Then we will meet with all the departments concerned and determine the project specific needs, requests, and budget for the entire project. These meetings are essential for the design team and village staff to work together. During the programming phase we will meet on the site with our design consultants and provide a due diligence site report. This due diligence report includes all discipline reviews and code analysis, zoning requirements and county ordinances review. CPZ will also meet with Planning and Zoning during this phase to review the entire project for master planning and site plan approval process. We also request our clients to provide a survey and the geotechnical services during this phase. If not provided, we will include in our scope if requested by the village. Once all programming requirements mentioned above are completed, the design team will issue a programming report.

Schematic Design

Once the programming phase has been completed and with the scope in hand, we will develop a project milestone schedule and begin schematic design. As a starting point, our project manager will develop several preliminary master plan and floor plan options for the project and site improvements for review and then request a meeting with the county and selected staff for a Charrette type meeting where we spend a day to review their ideas and comments. This is also when we develop the details of the master plan and floor plan options and all the specific requirements based on the programming report. Based on our feedback from meetings, we will make changes and submit the selected master plan and floor plan schematic drawing to our cost estimator to generate a schematic cost estimate for the project. As part of the schematic design phase of your project we will review all agency reviews and permitting that will be required and ADD them to the schedule.

Design Development

Upon written acceptance of the schematic design from the village we will work with our design team to develop the design of your project. The Building Design process will focus first on the overall floor plan and building exterior to support the Site Plan approval process. Regularly scheduled team meetings, at which the Project Manager and all design consultants will be present, enabling us to effectively coordinate the design with all the mechanical, plumbing, electrical, civil, and structural aspects of this project. We will review code requirements, zoning regulations, and city ordinances regarding this project. A preliminary meeting with your Building Department and any other government agencies will be conducted to assure that our review agrees with theirs. This will assist in minimizing surprises during the permitting process.

Construction Documents & Specifications

The normal design process will be followed as closely as possible, but many items will overlap. We will provide many submittals to the village on a continuous basis for review, including 60% 90% and 100% submittals for the village's sign off (Schematic Design, Design Development, and Construction Documents). As the documents progress, we will convene project progress meetings with your office/ staff to review and comment on design as well as to discuss finishes, etc. Formal meeting minutes are

issued to all parties after each meeting. These minutes are also copied to other village staff and consultants (if applicable) as appropriate to assure that all parties remain in the loop. The meeting minutes serve as documentation of decisions made as well as a check list and follow-up list of items that need to be accomplished. Finally, the meeting minutes are brought back to the subsequent meeting and reviewed for progress and resolution. Our office is very committed to providing the city with the most accurate and up to date cost estimating for your project.

We will review the project construction estimates or opinions of cost as design progresses in consideration of your project budget. Through the design phases we will receive updates of the cost estimate. We can then go to our consultants to get ideas on value engineering where we can change various aspects of the design to fit the city's budget without compromising the overall design.

Permitting & Bidding

Upon completion of construction documents, we will prepare documents for permitting. Our full design team is well versed in submitting plans to local and state agencies for permit. As part of our design process, we will meet with your building officials as needed during both the design phase and the permitting process. We will respond to building department comments as they arrive. Project specifications will be compiled by our office. These documents will be coordinated with the village to incorporate all the village's bidding and contract requirements. The procurement process of the General Contractor will be especially important to the successful completion of your project.

Construction Administration

Once the village has selected a contractor, CPZ will prepare a Construction Issue set of documents incorporating all bidding clarifications and permit revisions. We encourage a true "Team" approach with the Contractor to help assist them in their success. We are available to answer questions and provide any additional input and suggestions during this process. We are "open minded" to any suggestions from the contractor to help expedite the project or provide a better project. Shop drawings are carefully reviewed by our entire team to help coordinate the products and materials for the project. CPZ Architects reviews every shop drawing, even if our engineers review them also. We do require the Contractor to take an "active" roll in the process as well to assure what is being submitted is "specifically" submitted for this project and not just a generic submittal. Construction Administration will be performed throughout construction. This will include reviewing shop drawings, attending construction meetings and providing detailed minutes to all attendees, possible field revisions, and reviewing and approval of pay applications from the contractor.

- Electronic Construction Schedule. This shall be submitted and approved before construction starts and will be reviewed monthly with each pay request and updated as required. We consider this to be the single most important document to manage the project and review the contractor's relevant knowledge of the project. Our requirements are very specific and detailed regarding this submittal.
- Shop Drawing Submittals and Processing. All submittals must be reviewed and stamped by the General Contractor prior to submitting to our office. This helps ensure the general contractor has reviewed the submittals.
- Request for Information. All requests must be in writing and submitted through the General Contractor to the Architect only. We will not respond to any questions from any Sub-Contractors, nor will our consultants respond to the General Contractor or Subcontractors. This helps promote clear communication.
- Site Meetings. We recommend bi-weekly site meetings or more if the village wants a

more in-depth site review. ALL meetings are followed up with site meeting minutes and include construction site photos of the project. We are believers in the statement that a picture tells a thousand words. These minutes are usually distributed to all parties within 48 to 72 hours of the meeting. Items from each meeting are carried on the minutes until they are resolved. All this adds up to a detailed record of the job progress.

- MINIMIZE CHANGE ORDERS. Provide explanation and suggestions for alternatives to optimize savings for the owner.

Our Team has the full range of services as required for this RFQ:

CPZ Architects & Subconsultants
Site and Facility Planning
Project Management
Architectural Services
Existing Building Evaluations
Existing Site Evaluations
New Building Design
Building Additions and Renovations
Interior Design
LEED, Green Globes and FGBC
Park Planning and Design
Construction Phasing /Construction Administration
Graphics and Rendering
Plan Review
Cost Estimating
Mechanical, Electrical and Plumbing Engineering
Fire Protection
Geotechnical Engineering
Surveying
Landscape Architecture

We are committed to providing the village with the most professional service possible and our Design Team is excited about working with you. As shown in the following proposal, through our years of experience and the number of projects CPZ Architects has completed, we are confident we are the best qualified team to implement projects for the Village of North Palm Beach. CPZ will be able to start immediately on your project. We look forward to the opportunity of presenting to the Selection Committee and further discussing how we may be of service.

CHRIS P. ZIMMERMAN, AIA
CPZ ARCHITECTS, Inc .
President/ Principal-in-Charge

Years of Experience: 38

REGISTRATIONS
ARCHITECT:
Florida- #AR0010995
North Carolina- #9716
Louisiana- #6826
NCARB Certification

GENERAL CONTRACTOR:
#CGC1507035

EDUCATION
Carnegie-Mellon University-
Bachelor of Architecture, 1983

AFFILIATIONS
American Institute of Architects
AIA Chap. President, 2014
2013 Citizen Architect
Boy Scouts of America Eagle Scout
City of Plantation Councilman: 2013-2017

PROFESSIONAL PROFILE

The founder of CPZ Architects, Inc., Mr. Zimmerman serves as principal-in-charge of all projects undertaken by the firm, ensuring quality delivery of services and client satisfaction. In addition, he serves as lead architect/project manager on designated projects, providing day-to-day leadership for multidisciplinary project teams.

Mr. Zimmerman's client-focused commitment to project success - from precise documentation of measurable client goals and objectives, building code verification and project planning, to fully detailed construction documents, through final pounch list- has earned him the reputation as a quality architect in the South Florida community. To his design work, Mr. Zimmerman also brings in-depth constructability knowledge and application to projects through his certification as general contractor, a facet that assures his clients that his designs have been developed to be economically buildable.

Mr. Zimmerman brought to his own firm the unique perspective of both architect and client. In his prior position as vice president of Scharf & Associates, he designed and managed more than $50 million of new and renovation projects for both public and private sector clients. Earlier, he served in the owner's capacity as Senior Project Architect for the City of Fort Lauderdale, creating award-winning designs on city projects. Through this combination of experience, Mr. Zimmerman brings a distinct client point of view, coupled with architectural expertise and management efficiency to each CPZ project.

Coral Springs Public Safety Complex
Coral Springs, Florida
Cost: $8 million | Completed 2010

Police Station ADA Restroom and Renovation
Town of Palm Beach, Florida
Cost: $500,000 | Completed 2018

Police Station, City Hall and Public Works
City of Delray Beach, Florida
Cost: $68 million | Completed TBD

City of West Palm Beach Fire Station #4
West Palm Beach, Florida
Cost: $3.5 million | Completed 2018

Fire Station #50
Coconut Creek, Florida
Cost: $2.5 million | Completed 2017

Seminole Fire Station #108
Hollywood, Florida
Cost: $1.2 million | Completed 2011

Meridian Professional Building
Plantation, Florida
Cost: $1.5 million | Completed 2015

Shenandoah Fire Station #86 & Community Center
Davie, Florida
Cost: $8 million | Completed 2020

JOSEPH J. BARRY , AIA
CPZ ARCHITECTS, Inc .
Senior Project Architect

Years of Experience: 25

REGISTRATIONS
ARCHITECT:
Florida: #AR96502
NYS: #030787
NCARB Certification

EDUCATION
Pratt Institute- Bachelor of Architecture 1994

AFFILIATIONS
American Institute of Architects

PROFESSIONAL PROFILE

Mr. Barry has over 25 years of experience in architectural design, project development and owner's representation. His past project experience extends to various market sectors, including educational, municipal, commercial, retail and industrial.

Mr. Barry graduated from Pratt Institute with a bachelor's degree in Architecture, and he is registered in the State of Florida and New York. As a team member, Mr. Barry brings his experience as a strategic thinker with a proven ability to manage projects, motivate teams, cultivate strong professional relationships, and implement quality control methods that exemplifies CPZ's motto:
"Designing Quality Architecture that Builds Lasting Relationships."

Container Business Park
Delray Beach, Florida
Completed 2022
Commissioned to develop a conceptual design for Delray Beach. Destination filled with restaurants and businesses housed in prefabricated metal containers. The design offers a new atmosphere to an evolving demographic, filled with entertainment, food venues and small local businesses.

Flamingo Gardens Welcome Center
Davie, Florida
Cost: TBD | Completed 2021
CPZ provided design services for the Welcome Center at Flamingo Gardens. Scope includes a visitors center, gift shop, restaurant, multi-purpose rooms and administrative offices and supporting spaces. Site improvement includes new parking, site lighting and landscape upgrades.

The Village of Port Chester Police Station/ Courthouse
Village of Port Chester, Florida
Cost: $1 million | Completed 2002
Multi-phase master plan. Modifications to the existing building along with strategically located expansions were done while maintaining all department operations.

Fusion Center - Emergency Management Services
Seminole Tribe of Florida
Completed 2020
Design of a new 4,600 sq ft fusion center that consists of 6- person monitoring stations, Office of Emergency Management with support offices, break room and conference rooms.

Howard Park
West Palm Beach, Florida
Completed: 2022
Commissioned to develop a Conceptual Design.

Broward County Consulting Services for Consolidated Facilities Maintenance Building
Broward County, Florida
Cost: $35 million | Completed ongoing
CPZ provided design, permitting, planning, engineering and construction administration services for a new facility to consolidate Port Facilities Maintenance and Operations from the current functions that are located within Port Everglades.

JAYSON A. HALL
CPZ ARCHITECTS, Inc .
Senior Project Manager

Years of Experience: 18

EDUCATION
Florida Atlantic University
School of Architecture-
Five-Year Bachelor of
Architecture, 2006

AFFILIATIONS
NCARB (IDP)

PROFESSIONAL PROFILE

Mr. Hall has served as senior project manager on a number of CPZ Architects' most significant projects. He brings to his management role the commitment to not only meet, but anticipate and exceed, his client's needs. Mr. Hall's record of meeting client goals for on time, in budget performance, combined with responsive aesthetics and functional design solutions, has resulted in valued long-term relationships with both public and private sector clients.

As senior project manager, Mr. Hall performs initial concept design, site planning, develops construction documents, construction administration and final project close-out. His capabilities in all aspects of architectural design include the creation of project concepts to detailing and coordinating construction documents. Mr. Hall's particular skill in the project's construction phase ensured timely response to contractor quieries, resolution of any issues, and completion of the facility in accordance with the plans and specifications.

Mr. Hall's project experience includes both new construction and facility renovations, as well as tenant interior improvements and building upgrades. He has served as senior project manager on such diverse project types as educational facilities, parks and recreational complexes, commercial facilities, communty centers, and office and public safety buildings, with particular experience working with municipal government clients.

Coral Springs Public Safety Complex
Coral Springs, Florida
Cost: $8 million | Completed 2010

Fort Lauderdale Fire Station #8
Fort Lauderdale, Florida
Cost: $5 million | Completed 2020

Police Station, City Hall and Public Works
City of Delray Beach, Florida
Cost: $68 million | Completed TBD

City of West Palm Beach Fire Station #4
West Palm Beach, Florida
Cost: $3.5 million | Completed 2018

Sunrise Public Safety Facility
Sunrise, Florida
Cost: $808,000 | Completed 2017

Fire Station #50
Coconut Creek, Florida
Cost: $2.5 million | Completed 2017

Seminole Fire Station #108
Hollywood, Florida
Cost: $1.2 million | Completed 2011

Meridian Professional Building
Plantation, Florida
Cost: $1.5 million | Completed 2015

Shenandoah Fire Station #86 & Community Center
Davie, Florida
Cost: $8 million | Completed 2020

Westside Maintenance Facility Master Plan
Coral Springs, Florida
Cost: $10 million | Completed 2021

JASON SMITH, PE, LEED AP BD+C, CEM

Principal + Director of Mechanical Engineering

Jason has been involved in over 100 government projects ranging from small upgrade and IAQ improvement projects under $4 million to large scale $100 million jail renovations. He serves in this role on Continuing Services Contracts for city, county, and federal agencies as a Prime Consultant and a Subconsultant on similar A/E contracts. He brings an understanding of the challenges associated with HVAC replacements within occupied buildings, leading OCI's design team thru SD's, DD's and CD's and providing QA/QC drawing reviews for minimal change orders during construction. Jason applies his LEED® and CEM® expertise to engineer energy saving systems and meet the Owner's goals.

B. DUTIES & RESPONSIBILITIES

Mechanical Engineer of Record

- Lead Mechanical Team
- Kick-off Meeting
- Scope Development
- Assist with Early ODP
- Design Development
- QA/QC Drawings
- OAC Meetings

D. EDUCATION

B.S. Electrical Engineering
University of Central Florida

E. LICENSE & CERTIFICATIONS

Florida Registered Engineer:
PE #55743

LEED® Accredited Professional:
10197282-AP-BD+C

Certified Energy Manager®:
CEM19073

F. LOCATION

Residence Winter Park, FL
Office Maitland, FL

G. RELEVANCE

- ✓ Government Projects
- ✓ Experience with CPZ
- ✓ Occupied Buildings
- ✓ Continuing Service Work
- ✓ Projects Under $4 Mil

YEARS EXPERIENCE

34 Years Total Experience
30 Years with OCI Associates

C. RELATED PROJECT EXPERIENCE | partial list

Town of Palm Beach
A/E Continuing Services Contract Sub
with CPZ Architecture | 2022-2027, Est. 2022

Martin County
Administration Building Improvements
with CPZ Architecture | ME/FP

Hobe Sound Library Lobby Renovation
with CPZ Architecture | ME/LV

Indian Harbour Beach
Town Hall Renovation
with CPZ Architecture | MEP/FP/LV | 9,700 SF

Town Hall & Fire Station Report
with CPZ Architecture | MEP | Study

City of Palm Bay
New Fire Station #7
with CPZ Architecture | MEP/FP | 13,000 SF

City of Palm Beach Gardens
Prime MEP Continuing Services Contract
2020-2025, Est. 2020 | 5 yr term

Fort Pierce Utilities Authority
Prime MEP Continuing Services Contract
2023-2025, Est. 2023 | Unlimited 5 yr term

Indian River County
Prime MEP Continuing Services Contract
2023-2026, Est. 2023 | 3 yr term w/ renewals

St. Lucie County
Prime MEP Continuing Services Contract
2019-2024, Est. 2019 | 5 yr term

Boca Raton Airport Authority
A/E Continuing Services Contract Sub
2022-2025, Est. 2022 | 3 yr term w/ renewals

Brevard County Solid Waste
A/E Continuing Services Contract Sub
2020-2025, Est. 2020 | 5 yr term

City of Kissimmee
A/E Continuing Services Contract Sub
2018-2023, Est. 2018 | 5 yr term

City of North Port
A/E Continuing Services Contract Sub
2023-2026, Est. 2023 | 3 yr term w/ renewals

Osceola County
A/E Continuing Services Contract Sub
2021-2024, Est. 2021 | 3 yr term w/ renewals

Putnam County
A/E Continuing Services Contract Sub
2022-2025, Est. 2022 | 3 yr term w/ renewals

Seminole County
A/E Continuing Services Contract Sub
2022-2025, Est. 2022 | 3 yr term w/ renewals

Sumter County
A/E Continuing Services Contract Sub
2021-2023, Est. 2021 | 2 yr term w/ renewals

The Florida Fish and Wildlife Conservation
A/E Continuing Services Contract Sub
2023-2028, Est. 2023 | 5 yr term w/ renewals

Town of Lady Lake
A/E Continuing Services Contract Sub
2022-2025, Est. 2022 | 3 yr term w/ renewals

Volusia County
A/E Vertical Construction Projects Sub
2023-2026, Est. 2023 | 3 yr term

Volusia County
A/E Repair & Renovation Projects Sub
2023-2026, Est. 2023 | 3 yr term

SUDHARMA WIJEGUNAWARDANA, PE, LEED AP, LC

Principal + Division Director - West Palm Beach

Sudharma's principal areas of design include interior/exterior lighting, building power distribution, medium voltage power distribution, emergency systems, and fire alarm systems. She has provided QA/QC and designed electrical systems as the Electrical Engineer of Record (EEOR) for over 40 municipal projects including Data Centers, Emergency Operations, Police and Fire Stations, Civic and Community spaces, Aviation and City/County administrative buildings throughout Florida. She supports OCI's Electrical Department through QA/QC efforts on 15+ different Continuing Service Contracts overseeing design drawings, budgets, schedules and building codes and local jurisdiction compliance.

B. DUTIES & RESPONSIBILITIES

Electrical Engineer of Record

- Lead Electrical Team
- Kick-off Meeting
- Scope Development
- Assist with Early ODP
- Design Development
- QA/QC Drawings
- OAC Meetings

D. EDUCATION

M.S. Electrical Engineering
University of South Florida

E. LICENSE & CERTIFICATIONS

Florida Registered Engineer:
PE #63143

LEED® Accredited Professional:
Issued October 30, 2006

NCQLP™ Lighting Certified

F. LOCATION

Residence Royal Palm Beach, FL
Office West Palm Beach, FL

G. RELEVANCE

- ✓ Government Projects
- ✓ Experience with CPZ
- ✓ Occupied Buildings
- ✓ Continuing Service Work
- ✓ Projects Under $4 Mil

YEARS EXPERIENCE

22 Years Total Experience
19 Years with OCI Associates

C. RELATED PROJECT EXPERIENCE | partial list

Town of Palm Beach
A/E Continuing Services Contract Sub
with CPZ Architecture | 2022-2027, Est. 2022

Martin County
Administration Building Improvements
with CPZ Architecture | ME/FP

Hobe Sound Library Lobby Renovation
with CPZ Architecture | ME/LV

EV Charging Station
with CPZ Architecture | Electrical

Indian Harbour Beach
Town Hall Renovation
with CPZ Architecture | MEP/FP/LV | 9,700 SF

Town Hall & Fire Station Report
with CPZ Architecture | MEP | Study

City of Palm Bay
New Fire Station #7
with CPZ Architecture | MEP/FP | 13,000 SF

City of Palm Beach Gardens
Prime MEP Continuing Services Contract
2020-2025, Est. 2020 | 5 yr term

Fort Pierce Utilities Authority
Prime MEP Continuing Services Contract
2023-2025, Est. 2023 | Unlimited 5 yr term

Indian River County
Prime MEP Continuing Services Contract
2023-2026, Est. 2023 | 3 yr term w/ renewals

St. Lucie County
Prime MEP Continuing Services Contract
2019-2024, Est. 2019 | 5 yr term

Osceola County
Prime MEP Continuing Services Contract
2020-2023, Est. 2020 | 3 yr term w/ renewals

Boca Raton Airport Authority
A/E Continuing Services Contract Sub
2022-2025, Est. 2022 | 3 yr term w/ renewals

Osceola County
A/E Continuing Services Contract Sub
2021-2024, Est. 2021 | 3 yr term w/ renewals

The Florida Fish and Wildlife Conservation
A/E Continuing Services Contract Sub
2023-2028, Est. 2023 | 5 yr term w/ renewals

Orange County Public Schools
Prime MEP Continuing Services Contract
2023-2028, Est. 2016 | 5 yr term w/ renewals

Osceola County School District
Prime MEP Continuing Services Contract
2022-2025, Est. 2011 | 3 yr term w/ renewals

Osceola County School District
A/E Continuing Services Contract Sub
2021-2024, Est. 2021 | 3 yr term w/ renewals

Palm Beach County School District
A/E Continuing Services Contract Sub
2022-2023, Est. 2015 | 1 yr term w/ renewals

Florida Atlantic University
Prime MEP Continuing Services Contract
2021-2023, Est. 2011 | 1 yr term w/ renewals

Miami Dade College
Prime MEP Continuing Services Contract
2020-2023, Est. 2015 | 1 yr term w/ renewals

Palm Beach State College
Prime MEP Continuing Services Contract
2020-2023, Est. 2010 | 1 yr term w/ renewals

KAZ KAZEMINIA, NICET

Principal + Director of Plumbing & Fire Protection

Kaz specializes in automatic fire protection suppression systems per NFPA 13, sanitary sewer waste, domestic water distribution, hot water/hot water return, storm system, medical gas, compressed air, and vacuum. In this role, he supports the scope development, and quality control of the design drawings of his department at major milestones. He manages OCI's Continuing Contract with San Francisco International Airport which has successfully completed 14 renovation and upgrade projects since being awarded the contract in 2018. Kaz has provided QA/QC and designed P/FP these systems for over 150 government projects including renovations, new construction, upgrades/replacements, and facility assessments.

B. DUTIES & RESPONSIBILITIES

Director of Plumbing & Fire Protection

- Lead Plumbing & Fire Protection Teams
- Kick-off Meeting
- Scope Development
- Assist with Early ODP
- Design Development
- QA/QC Drawings
- OAC Meetings

D. EDUCATION

American University in Washington DC

E. LICENSE & CERTIFICATIONS

National Institute for Certification in Engineering Technologies (NICET):

- Fire Alarm Systems
- Inspection & Testing of Fire Alarm Systems
- Water-Based Systems Layout
- Inspection & Testing of Water-Based Systems
- Special Hazards Systems

F. LOCATION

Residence Deltona, FL
Office Maitland, FL

G. RELEVANCE

- ✓ Government Projects
- ✓ Experience with CPZ
- ✓ Occupied Buildings
- ✓ Continuing Service Work
- ✓ Projects Under $4 Mil

YEARS EXPERIENCE

26 Years Total Experience
26 Years with OCI Associates

C. RELATED PROJECT EXPERIENCE | partial list

Town of Palm Beach
A/E Continuing Services Contract Sub
with CPZ Architecture | 2022-2027, Est. 2022

Martin County
Administration Building Improvements
with CPZ Architecture | ME/FP

Indian Harbour Beach
Town Hall Renovation
with CPZ Architecture | MEP/FP/LV | 9,700 SF

Town Hall & Fire Station Report
with CPZ Architecture | MEP | Study

City of Palm Bay
New Fire Station #7
with CPZ Architecture | MEP/FP | 13,000 SF

City of Palm Beach Gardens
Prime MEP Continuing Services Contract
2020-2025, Est. 2020 | 5 yr term

Fort Pierce Utilities Authority
Prime MEP Continuing Services Contract
2023-2025, Est. 2023 | Unlimited 5 yr term

Indian River County
Prime MEP Continuing Services Contract
2023-2026, Est. 2023 | 3 yr term w/ renewals

St. Lucie County
Prime MEP Continuing Services Contract
2019-2024, Est. 2019 | 5 yr term

Boca Raton Airport Authority
A/E Continuing Services Contract Sub
2022-2025, Est. 2022 | 3 yr term w/ renewals

Brevard County Solid Waste
A/E Continuing Services Contract Sub
2020-2025, Est. 2020 | 5 yr term

City of Kissimmee
A/E Continuing Services Contract Sub
2018-2023, Est. 2018 | 5 yr term

City of North Port
A/E Continuing Services Contract Sub
2023-2026, Est. 2023 | 3 yr term w/ renewals

Osceola County
A/E Continuing Services Contract Sub
2021-2024, Est. 2021 | 3 yr term w/ renewals

Putnam County
A/E Continuing Services Contract Sub
2022-2025, Est. 2022 | 3 yr term w/ renewals

Seminole County
A/E Continuing Services Contract Sub
2022-2025, Est. 2022 | 3 yr term w/ renewals

Sumter County
A/E Continuing Services Contract Sub
2021-2023, Est. 2021 | 2 yr term w/ renewals

The Florida Fish and Wildlife Conservation
A/E Continuing Services Contract Sub
2023-2028, Est. 2023 | 5 yr term w/ renewals

Town of Lady Lake
A/E Continuing Services Contract Sub
2022-2025, Est. 2022 | 3 yr term w/ renewals

Volusia County
A/E Vertical Construction Projects Sub
2023-2026, Est. 2023 | 3 yr term

Volusia County
A/E Repair & Renovation Projects Sub
2023-2026, Est. 2023 | 3 yr term

City of St. Cloud
A/E Continuing Services Contract Sub
2022-2025, Est. 2022 | 3 yr term w/ renewals

ROBERT COELLO, NICET

Principal + Senior Fire Protection Designer

Robert brings 27 years' experience in the design of automatic fire suppression systems, automatic & manual standpipe systems, fire pump systems, and foam fire suppression systems with supporting hydraulic calculations per National Fire Protection Association standards. He is NICET certificated in Fire Alarm, Water-Based and Special Hazard Systems. He has designed fire protection systems for over 70 government projects including the new 17,000 SF Palm Beach County Mosquito Control building with chemical storage and a vehicle fueling island the CDF Maintenance Facility for Brevard County, as well as smaller upgrades on continuing services projects under $4 million.

B. DUTIES & RESPONSIBILITIES

Sr. Fire Protection Designer

- Kick-off Meeting
- Design Development
- Construction Documents
- Construction Administration
- Site Visits
- OAC Meetings

D. EDUCATION

Not applicable

E. LICENSE & CERTIFICATIONS

National Institute for Certification in Engineering Technologies (NICET):

- Fire Alarm Systems
- Inspection & Testing of Fire Alarm Systems
- Water-Based Systems Layout
- Inspection & Testing of Water-Based Systems
- Special Hazards Systems

F. LOCATION

Residence Winter Springs, FL
Office Maitland, FL

G. RELEVANCE

- ✓ Government Projects
- ✓ Experience with CPZ
- ✓ Occupied Buildings
- ✓ Continuing Service Work
- ✓ Projects Under $4 Mil

EXPERIENCE

27 Years Total Experience
22 Years with OCI Associates

C. RELATED PROJECT EXPERIENCE | partial list

Town of Palm Beach
A/E Continuing Services Contract Sub
with CPZ Architecture | 2022-2027, Est. 2022

Martin County
Administration Building Improvements
with CPZ Architecture | ME/FP

Indian Harbour Beach
Town Hall Renovation
with CPZ Architecture | MEP/FP/LV | 9,700 SF

Town Hall & Fire Station Report
with CPZ Architecture | MEP | Study

City of Palm Bay
New Fire Station #7
with CPZ Architecture | MEP/FP | 13,000 SF

City of Palm Beach Gardens
Prime MEP Continuing Services Contract
2020-2025, Est. 2020 | 5 yr term

Fort Pierce Utilities Authority
Prime MEP Continuing Services Contract
2023-2025, Est. 2023 | Unlimited 5 yr term

Indian River County
Prime MEP Continuing Services Contract
2023-2026, Est. 2023 | 3 yr term w/ renewals

St. Lucie County
Prime MEP Continuing Services Contract
2019-2024, Est. 2019 | 5 yr term

Boca Raton Airport Authority
A/E Continuing Services Contract Sub
2022-2025, Est. 2022 | 3 yr term w/ renewals

Brevard County Solid Waste
A/E Continuing Services Contract Sub
2020-2025, Est. 2020 | 5 yr term

City of Kissimmee
A/E Continuing Services Contract Sub
2018-2023, Est. 2018 | 5 yr term

City of North Port
A/E Continuing Services Contract Sub
2023-2026, Est. 2023 | 3 yr term w/ renewals

Osceola County
A/E Continuing Services Contract Sub
2021-2024, Est. 2021 | 3 yr term w/ renewals

Putnam County
A/E Continuing Services Contract Sub
2022-2025, Est. 2022 | 3 yr term w/ renewals

Seminole County
A/E Continuing Services Contract Sub
2022-2025, Est. 2022 | 3 yr term w/ renewals

Sumter County
A/E Continuing Services Contract Sub
2021-2023, Est. 2021 | 2 yr term w/ renewals

The Florida Fish and Wildlife Conservation
A/E Continuing Services Contract Sub
2023-2028, Est. 2023 | 5 yr term w/ renewals

Town of Lady Lake
A/E Continuing Services Contract Sub
2022-2025, Est. 2022 | 3 yr term w/ renewals

Volusia County
A/E Vertical Construction Projects Sub
2023-2026, Est. 2023 | 3 yr term

Volusia County
A/E Repair & Renovation Projects Sub
2023-2026, Est. 2023 | 3 yr term

City of St. Cloud
A/E Continuing Services Contract Sub
2022-2025, Est. 2022 | 3 yr term w/ renewals

Professional Experience

Dwayne R. Jackson, PE
President/Owner

PROFESSIONAL EXPERIENCE:
Dwayne, a native of Florida, presently residing in Palm Beach Gardens, FL, received his Master of Engineering degree in 1985 from the University of Florida in Gainesville, FL. He has over 30 years of experience in the Structural Engineering Industry, with Professional Engineering Licenses in Florida and numerous states across the country. Dwayne started with ONM&J, Inc. in June 1988 and was promoted to Principal in 2001. Now as President of ONM&J, Inc., he is responsible for the firm's marketing, as well as the engineering design strategy of all projects. He works closely with the project team members, focusing on the needs of the firm's clients, striving to give them the best possible product.

PROFESSIONAL AFFILIATIONS:
Florida Engineering Society
National Society of Professional Engineers
American Concrete Institute
Concrete Tilt Wall Association

STATES OF REGISTRATION: Professional Engineer
Florida, New York, New Jersey, N. Carolina, S. Carolina, Tennessee, Arkansas, Georgia.

STATE OF FLORIDA:
Professional Engineer: License # 40155
Certified Special Inspector: License # 835

US MILITARY VETERAN
U.S. Air Force

RELEVANT PROJECT EXPERIENCE

Fire Station No. 33 Renovations PBC #19339, Palm Beach County, FL- Structural Engineer/Project Manager
Structural design and drafting of wind pressures, structural notes, and modifications of existing exterior masonry
walls for new window/door openings.

PBC Government Building-6th Floor Mechanical Unit, WPB, FL- Project Manager
Structural design and drafting to put a mechanical unit on the 6th floor roof of the county government building
downtown. Existing structure was reviewed, and a detailed attachment was provided.

Belle Glade Library & Multi-Purpose Room, Belle Glade, FL-Project Manager
Structural design and drafting of a 1-story, 15,000 sq. ft. library with an attached 2,600 sq. ft. multi-purpose
room.

Palm Beach County Convention Center Garage, West Palm Beach, FL-Principal/Structural Engineer
Structural design/drafting and threshold inspections for a 9-level parking garage. 1-level underground, 1 ground level and 7 elevated decks with roof deck canvas protection for vehicles, 2648 parking spaces.

EDUCATION:
University of Florida
Gainesville, FL
Bachelor of Science in Civil Engineering
Graduate 1983
Master of Engineering
Graduate 1985

YEARS OF EXPERIENCE:
38

YEARS WITH THE FIRM:
35

Certified Special Inspector – **State of Florida**

US MILITARY VETERAN
U.S. Air Force

David Cowan, Jr., P.E., ENV SP, LEED AP
Senior Engineer

Education
Master of Science, MS Civil Engineering (Water Resources), Florida Atlantic University, 2015
Bachelor of Science, Civil Engineering, Florida Atlantic University, 2014
Associate of Science, Environmental Science Technology, Palm Beach State College, 2007

Registration
Professional Engineer, Florida, 85285, 2018
State of Florida Mold Assessor, Florida, MRSA372, 2011

Professional Affiliations
American Society of Civil Engineers
American Water Resources Association
American Water Works Association
Environment and Water Resources Institute
Florida Engineering Society
Phi Theta Kappa (AS Degree Honor Society)
Tau Beta Pi (Engineering Honor Society)

Certifications
Envision SP-2015
LEED AP, 2008

David Cowan, Jr., P.E., ENV SP, LEED AP joined CMA as a senior engineer in our West Palm Beach office. Mr. Cowan has over 10 years of experiences and holds a bachelor's and master's degree in civil engineering with a water resource focus. Mr. Cowan specializes in the renovation and design of water/wastewater pump facilities and water/wastewater conveyance and distribution systems. He also has experience with long term planning projects and capital improvement planning and condition index observations. He also has past experience with stormwater management on both watershed level and site development.

Project Experience
D16/D18 Pump Station Rehabilitation Construction Services. Town of Palm Beach. CMA will provide construction services associated with the D16/D18 Pump Station Rehabilitation Project.

North County Road Drainage Improvements - PO 220552. Town of Palm Beach. CMA shall provide professional assistance with the engineering design of drainage improvements on North County Road from Wells Road to Miraflores Drive. The focus of the drainage improvements will be to eliminate flooding on the pedestrian trail on the west side of the corridor and to improve the medians to mitigate the damage caused to the existing turf by automotive traffic.

Stormwater Pump Station Control Override Modifications (PO 210702). Town of Palm Beach. CSA, with their subconsultant C&W Engineering shall provide professional assistance with the engineering design of Storm Water Pump Stations Kirk Key Pump Protection Circuit Bypass based on Flygt MAS 711 and MAS 801 Protective Relays.

Minor Engineering Projects & On-Call Services 2020. Town of Palm Beach. CMA is providing miscellaneous civil engineering services to Town of Palm Beach Public Works Department on an as needed basis.

Lift Station No. 53 Improvements (24727.001) Procurement No. 19-20-409. City of West Palm Beach. This project includes the construction phase services for the rehabilitation of Lift Station 53 within the City of West Palm Beach. The rehabilitation included the demolition of the existing dry well pump station and appurtenances; Converting the existing wet well at the station into a manhole and building a new wet well submersible pump station, including plugging the abandoned dry pit suction lines, cleaning the entire structure, conversion of existing wet well to an upstream manhole, lining the converted manhole, installing new gravity pipe, installing new 6-foot diameter pre-cast concrete wet well, installing two submersible pumps and base plate, and installing new piping, valves, and providing a new wet well hatch.

Tanya L McCormick, PLA, AICP
Senior Landscape Architect

Education
Bachelor of Science, Landscape Architecture, University of Florida, 2009

Registration
Registered Landscape Architect, Florida, LA6667243, 2015

Professional Affiliations
American Planning Association
American Society of Landscape Architects

Certifications
Certified Landscape Inspector

Ms. McCormick is a senior landscape architect and planner for CMA's planning and landscape architecture team. She has experience providing planning and landscape architecture designs for public and private sector clients. Ms. McCormick is well versed in the use of low-impact development techniques specifically applied to site planning, has a knowledge of local municipal codes applying knowledge of land development regulations governing planning in the State of Florida, and is proficient in Florida's plant palette and Florida-Friendly Landscaping™, local environmental conditions, and site-specific microclimates used to prepare aesthetic and functioning landscape designs. She has a knowledge of landscape maintenance, arboriculture, and how maintenance impacts and effects a landscape installation over time. Ms. McCormick has worked on various parks and recreation facilities throughout Florida, providing planning, design, permitting, and construction observation services for many types of improvements, including athletic fields; public housing design; streetscapes and ROW; City and County-wide analysis and inventory services; pedestrian, bicycle, and equestrian trails; site amenities; playgrounds; boating and aquatic facilities; themed wayfinding; amphitheaters; landscape; hardscape; irrigation; and master planning services.

Project Experience

North Fire Station Temporary Facilities Evaluation of Potential Sites. Town of Palm Beach. CMA is performing a review of proposed sites for the feasibility of a Temporary Fire Station.

JM Family Campus Renovation-Deerfield Beach. PGAL, Inc. CMA is providing landscape architecture services as a subconsultant to PGAL Associates for the JM Family Enterprises campus renovation and expansion in Deerfield Beach. The $150 million project includes eight structures of which three are office buildings, a two-story dining hall, conference and training center, a 20,000-square-foot sports complex, 900-vehicle parking garage and a 55,000-square-foot conference and training center. CMA is developing campus-wide landscape and hardscape plans to support the construction of the new facilities. Services include design development, construction documents and permitting. The project is being launched to attract new generations of workers and marks JM Family's 50th anniversary.

Calypso Cove Aquatic Facility Located 6200 Royal Palm Blvd for the City of Margate - PO 200684. City of Margate. Chen Moore and Associates are tasked with developing a design criteria package for a Design/Build delivery of expansion to the Calypso Cove Aquatic Center. After many years of operation, the popular facility needs rejuvenation to continue serving the public. The existing facility will be fully updated and reconfigured to incorporate additional parking, dive well, aqua climbers, new site furnishings, landscape, and site lighting. The work is being performed for the City of Margate Parks and Recreation Department.

Suzanne Marie Dombrowski, P.E., ENV SP
Principal Engineer- West Palm Beach Office Leader

Education
Bachelor of Science, Civil Engineering, University of Florida, 2005
Master of Engineering, Civil Engineering, University of Florida, 2006

Registration
Professional Engineer, Florida, 69918, 2009

Professional Affiliations
American Society of Civil Engineers
American Water Works Association
Florida Engineering Society

Certifications
Stormwater Management Inspector
FDOT Specifications Package Preparation Training for Consultants
SWMM Stormwater Modeler
Advanced Maintenance of Traffic
Envision Sustainability Professional

Awards
ASCE Palm Beach Branch Engineer of the Year 2022
ASCE Young Engineer of the Year 2014-2015

Suzanne Dombrowski, P.E., ENV SP is a Principal Engineer and West Palm Beach Office Leader with CMA. She holds a bachelor's degree in civil engineering and a master's degree in engineering with a specialization in civil engineering from the University of Florida. Ms. Dombrowski has managed a wide range of municipal utility, drainage, and roadway projects from the planning stages throughout construction. She also designs the site civil improvements for both public and municipal facilities. Throughout her career in Palm Beach County, Ms. Dombrowski has developed relationships with the local regulatory agencies, municipalities, special districts and contractors that facilitate the design, permitting and construction of her projects. Ms. Dombrowski has also managed a variety of subconsultants for multi-disciplinary projects under continuing services contracts.

Project Experience

D-16 & D-18 Pump Station Rehabilitation. Town of Palm Beach. The CMA team provided civil, mechanical, electrical and structural engineering design and permitting services for the rehabilitation of the existing D-16 and D-18 stormwater pump stations at the western ends of Jungle Road and El Brillo Way.

CMA also provided a detailed structural analysis and provided repair recommendations for adjacent concrete facilities, and developed a modification to the trash grate within the wet well to reduce the difficulty of maintenance access.

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Ridgeview, Cherry & W Indies Drainage Improvements. Town of Palm Beach. Chen Moore and Associates performed the design and permitting services for the drainage improvements of three streets. The scope of work consisted of field investigation to determine causes of flooding, design including landscape mitigation, roadway design, coordination with permit agencies and construction administration.

CMA provided civil engineering and construction administration services for the construction of the improvements within the design documents including shop drawing review; resident project representative services; and permit certification and closeout. Special coordination for this project was needed to minimize impacts to residents including maintenance of traffic planning, specialty driveway and landscape restoration, and allowable construction hours.

Town of Palm Beach Royal Palm Way Irrigation. Town of Palm Beach. CMA provided irrigation design services for the planted medians on Royal Palm Way (between Royal Park Bridge and South Ocean Blvd) in Palm Beach, Florida. CMA provided design development; construction documents; permitting; bidding assistance; and electrical design.

BROWN & PHILLIPS, Inc.
PROFESSIONAL SURVEYING SERVICES

ANTHONY ST. CLAIR BROWN, PLS
CHIEF EXECUTIVE OFFICER

Education:
College of Arts, Science and Technology, Jamaica
Diploma in Land Surveying And Mapping, 1981

Registrations:
Professional Land Surveyor, Florida #4977

Affiliations:
American Congress of Surveying and Mapping (ACSM)

Florida Land Surveyors Council

Awards:
Black Chamber of Commerce Zenith Award 2015

SUMMARY OF QUALIFICATIONS

Anthony Brown is a Professional Land Surveyor with over 40 years of land surveying and project management experience. He is the Chief Executive Officer of Brown & Phillips and is responsible for the development and implementation of the firm's administrative policies and procedures, business development activities, and employee training programs. He also serves as the Principal in Charge of all field related assignments. As such, he is responsible for scheduling and performing field work, data gathering and research, and the scheduling and supervision of the field crews. One of his most important responsibilities is to perform quality reviews for the documents that are prepared in the office.

Over the years, he has been responsible for the preparation of numerous legal descriptions, boundary and topographic surveys, plats, parcel abandonment documents, condominium documents, record drawings and for performing construction layouts for utilities, roads, highways, buildings, and bridges.

Additionally, Mr. Brown possesses more than three years of experience in performing cadastral surveys for the government of Jamaica. He has performed hydrographic surveys of the ocean within 1/4 mile of the shore and geodetic surveys as part of the densification of triangulation network control surveys.

PROJECT EXPERIENCE

Seaview Park
Palm Beach, Florida
Mr. Brown served as lead surveyor for this project which was a boundary & topographic survey for a 4.5-acre park site for the design of a new recreational center. The survey included locating all above-ground features, including existing tennis courts, parking lot and trees. Cross sections were performed on a 100' grid. As-built data was obtained for all storm and sanitary sewer structures within the limits of the survey.

Burt Reynolds Park - West Side Expansion
Jupiter, Florida
Mr. Brown served as lead surveyor for this project which included boundary, tree and topographic surveys, necessary for the design and permitting for the boat parking expansion and modifications to the west side of the park. The survey also included locating the Mean High-Water Line and showing it on the survey drawing. The survey was performed to meet the Florida Minimum Standards of Practice. The survey drawing showed all above-ground features including the existing building with dimensions and finish floor elevations, drainage as-builts, property lines, easements and benchmarks. All trees 4 inches in diameter or larger were located and shown on the survey drawing as well.

BROWN & PHILLIPS, Inc.
PROFESSIONAL SURVEYING SERVICES

JOHN E. PHILLIPS III, PLS
PRESIDENT

Education:
Bachelor of Land Surveying
University of Florida, 1985

Registrations:
Professional Land Surveyor,
Florida #4826

Affiliations:
Florida Surveying and Mapping Society

Florida Land Surveyors Council

SUMMARY OF QUALIFICATIONS

John E. Phillips, III is a Professional Land Surveyor with over 35 years of land surveying and project management experience. He is the President of Brown & Phillips and is responsible for the preparation, negotiation, and management of contracts. With his collaborative and multi-disciplinary approach, he has a proven track record of meeting financial targets, working well with government agencies, effectively managing people and exceeding client objectives.

Mr. Phillips has extensive experience in performing office computations, preparing right-of-way acquisition sketches, legal descriptions, boundary and topographic surveys, platting documents, condominium documents, record surveys, and for performing construction layout services for water, sewer, gas, drainage, building, roads, and highway improvements. His responsibilities include managing field operations and final quality assurance/quality control of all deliverables before client submission.

Mr. Phillips is proficient in the latest industry technology, as well as developing and implementing successful management strategies. He is proficient in the use of AutoCAD Civil 3D, and has a thorough understanding of resources management, forecasting, and scheduling techniques as well as project accounting practices. He also has been approved as an expert witness in US Federal Court.

PROJECT EXPERIENCE

Greymon Drive Improvements
West Palm Beach, Florida
Mr. Phillips served as project manager for this roadway improvements project. Brown & Phillips performed a full topographic survey for the design of Greymon Drive roadway improvements from Dixie Highway to Washington Road. Mr. Phillips coordinated with the City of West Palm Beach Survey Department for right-of-way information. Topography and cross sections were obtained for the entire right-of-way corridor and extending to 15' beyond the right-of-way including the full width of intersecting cross roads. As-built information was obtained for all of the drainage structures. Trees with a caliper size above 3" were located and identified within the limits of the survey.

Riviera Beach Utility Special District – Avenue C and Avenue U Repump Stations
Riviera Beach, Florida
Mr. Phillips served as project manager for the surveying of two repump stations at Avenue C and Avenue U for the City of Riviera Beach Utility Special District for the design of renovations. Brown & Phillips performed a topographic survey at each site tying in all visible features including ground storage tank, hydro tank building with pump room, pavement, walks, utilities, drainage structures and trees over 4" in diameter. The survey also included the interior of the pump room (walls and the location of the pumps and inlet/outlet piping). Cross sections were obtained at 25' intervals and as-builts were obtained on all of the drainage and sanitary sewer structures.

Douglas S. Dunkelberger, P.E.

Principal Geotechnical Engineer/QA/QC Reviewer

EDUCATION
B.S., Civil Engineering, University of Florida (UF), 1977

M.S., Geotechnical Engineering, UF, 1979

REGISTRATIONS
Professional Engineer, Florida #33317 (1983)

AFFILIATIONS
Florida Engineering Society (FES)

National Society of Professional Engineers

American Society of Civil Engineers

Faculty-Adjunct Professor "Foundation Engineering," Graduate Course – Florida Atlantic University (FAU)

YEARS OF EXPERIENCE 44

YEARS AT FIRM 29

PROFESSIONAL EXPERIENCE

Since receiving a master's degree in civil engineering (Soil Mechanics) in 1979, Doug has specialized in the practice of geotechnical engineering progressing from staff level to senior project management level responsibilities for studies pertaining to subsurface characterization, foundation design, slope stability, ground settlement/subsidence, embankment design, earthworks, pavement design, seepage/dewatering, and geosynthetics.

Doug provides 44 years of experience in the role of chief geotechnical engineer for municipal projects, planning and coordinating the field exploration efforts and the laboratory soils testing programs. Doug also has hands-on involvement with the geotechnical engineering analysis pertaining to the design and construction of municipal projects. His knowledge of local subsurface conditions has been formed through more than 40 years of engineering practice in Florida.

Doug has served as an adjunct professor at Florida Atlantic University (FAU) teaching a graduate course in foundation engineering. He has also taught a soil mechanics review course for over 25 years for Florida Engineering Society (FES) members taking the professional engineer's exam. A court-qualified geotechnical expert, he has provided testimony on behalf of his clients in the areas of ground vibrations, earthworks, seepage, and structure settlement.

PROJECT EXPERIENCE

Town of Jupiter Police Department and Data Center - Jupiter, FL
Principal/Quality Assurance/Quality Control (QA/QC) Reviewer. The approximately 39,000-square foot (SF) facility functions as both the Town's IT data center and its emergency operations center (EOC). Located in the Town's municipal complex, the initial phase of the project included additional parking area construction and enlargement of a lake. The second phase included construction of the new hardened building and access road modifications. Terracon performed subsurface exploration and geotechnical engineering services. The purpose of these services was to provide information and geotechnical engineering recommendations relative to subsurface soil conditions, groundwater conditions, site preparation and earthwork, dewatering considerations, foundation design and construction, floor slab design and construction, pavement design and construction, and stormwater pond considerations.

City of West Palm Beach (WPB) Fleet Management Facility - West Palm Beach, FL
Principal Engineer. The project consisted of the installation of two underground fuel storage tanks at the WPB Fleet Management Facility. The tanks were planned to be located just northeast of the existing fuel dispensers. Each tank would be 30,000 gallons and at least 12 feet in diameter. Terracon completed a subsurface study in connection with the project. The scope of work included the drilling of two Standard Penetration Test (SPT) borings and the evaluation of the impacts of the subsurface conditions on the tank installations and related construction.

Jaime A. Velez, P.E.
Senior Geotechnical Engineer

EDUCATION
Master of Engineering, University of Florida, 2003

Bachelor of Science, Civil Engineering, University of Florida, 2000

REGISTRATIONS
Professional Engineer: Florida, No. 66416

WORK HISTORY
Terracon Consultants, Inc. (fka Dunkelberger Engineering & Testing, A Terracon Company), Project Engineer, 2003 - Present

ADDITIONAL TRAINING
During Post Graduate Studies, Performed Research: Use of the Cone Penetrometer in Testing of Cemented Sands. University of Florida

YEARS OF EXPERIENCE 20

YEARS AT FIRM 20

PROFESSIONAL EXPERIENCE

Jaime serves as a senior project engineer for the Florida Division. He is a geotechnical engineer by education and experience. Prior to joining the firm, Jaime earned his Master of Engineering Degree (geotechnical emphasis) from the University of Florida. In addition to his post-graduate studies, Jaime performed research pertaining to the use of the cone penetrometer in the testing of cemented sands. As a project geotechnical engineer, Jaime has more than 20 years of experience performing subsurface (geotechnical) studies throughout Florida for the design and construction of earth dams, earthen retaining walls, pump stations, underground piping, roadways, bridges, and low to high-rise structures. His geotechnical engineering expertise includes conducting detailed analyses of slope stability, groundwater seepage, settlement and bearing capacity for shallow and deep foundations, and evaluation of retaining wall global stability.

PROJECT EXPERIENCE

Police Tactical Training Center - Palm Beach Gardens, FL
Project Engineer/Project Manager. The City of Palm Beach Gardens constructed a new $3 million Police Tactical Training Center situated at the northwest corner of the City Hall Complex. The 9,100-square foot (SF) facility contains state-of-the-art preparatory equipment along with interior training areas inclusive of a three-dimensional firearms training simulator, an area to practice various techniques (i.e. hand-to-hand training), and vehicle simulation machines. Terracon performed subsurface exploration that included drilling borings, laboratory visual examination and classification of the samples, and measurement of groundwater. The purpose of the geotechnical study was to explore the subsurface conditions of the site and provide geotechnical criteria for the site preparation, foundation design, and related construction of the facility.

Gaines Park Pavilion and Restroom Building - West Palm Beach, FL
Project Engineer. The planned project consisted of the design and construction of a new pavilion (measuring approximately 30 feet by 60 feet in plan) and a new 330-SF restroom building at Gaines Park. The restroom building would be supported on a monolithic slab thickened underneath the load-bearing members. The pavilion would be an open structure (i.e. no walls) consisting of a roof supported on columns located along its perimeter. The pavilion would include a floor slab and the perimeter columns would be supported on 2 to 3-foot diameter by about 5-foot (minimum) deep cylindrical footings. Terracon provided subsurface exploration and geotechnical engineering recommendations for the proposed construction. The purpose of the study was to explore the subsurface conditions of the site and provide geotechnical criteria for the design and construction of the structures.

Palm Beach County Tax Collector's Central Palm Beach Service Center - Lake Worth Beach, FL
Senior Engineer. The $10.4 million project entailed the development of a 2-story, 36,000-SF Tax Collector branch office. The facility houses a call center, public service areas, and County administrative offices, and includes a driving course. In addition to environmental services (Phase I environmental site assessment [ESA] and limited site investigation), Terracon provided geotechnical engineering services for a preliminary subsurface study. The gathered field data was presented in a written report that provided a discussion of the impacts of subsoils on the proposed construction and preliminary geotechnical engineering recommendations and design criteria for foundation support (i.e. allowable bearing pressure and minimum foundation geometry), floor slabs, paving, and related construction (compaction and earthwork requirements).

Brian P. Brandon, PWS

Professional Wetland Scientist/Environmental Planning

EDUCATION
Bachelor of Science, Biology, University of Central Florida, 2012

Graduate Certificate, Wetlands and Water Resource Management, University of Florida 2020

CERTIFICATIONS
Professional Wetland Scientist (PWS) No. 3405

FWC Authorized Gopher Tortoise Agent No. GTA-14-00004D

FWC Burrowing Owl Authorized Agent No. RAG-21-00005

Certified Florida Master Naturalist

PROFESSIONAL TRAINING
38-Hour USACE Wetland Delineation Training

Society of Wetland Scientists

YEARS OF EXPERIENCE 10

YEARS AT FIRM 5

** Work performed prior to joining Terracon.*

PROFESSIONAL EXPERIENCE

Brian is the Environmental Department Manager in Terracon's Winter Park office and provides environmental planning services statewide. His role at the firm is to manage project assignments and budgets, prepare proposals and bids for environmental planning-related services, and develop clientele in the central and south Florida markets. He also oversees a group of environmental scientists and participates directly in various environmental projects. Brian's expertise includes wetland delineation, wetland permitting and compliance, wetland functional assessment and mitigation plans, wetland monitoring, habitat assessments, habitat conservation plans, floral/vegetation surveys, threatened and endangered (T&E) species surveys, migratory bird evaluations, wildlife monitoring, creation and maintenance of avian protection programs, tribal and agency consultation pursuant to the National Environmental Policy Act (NEPA).

His experience also includes coordination with the United States Fish and Wildlife Service (USFWS), Florida Fish and Wildlife Conservation Commission (FWC), Federal Communications Commission (FCC), various state and tribal historic preservation offices (HPOs), the Florida Department of Environmental Protection (FDEP), United States Army Corps of Engineers (USACE), and all Florida Water Management Districts for various permitting projects.

PROJECT EXPERIENCE

NEPA Assessments – Alabama, Florida, Georgia, North Carolina, South Carolina, Tennessee *
Project Manager and Lead Biologist. Conducted regulatory compliance reviews for proposed telecommunications tower facilities. Reviews included consultation with the State Historic Preservation Offices, Native American Tribal Organizations, Certified Local Government officials, and the general public. Ordered and reviewed Cultural Resource Assessments prepared by the Secretary of the Interior qualified archaeologists.

Indrio Road Commercial Development – Fort Pierce, FL
Senior Staff Scientist for a proposed commercial development. The scope of services includes a wetland assessment and delineation, listed species review, agency review of the wetland delineation, preparation of Uniform Mitigation Assessment Method (UMAM) data sheets, cultural resources review, and environmental permitting.

Martin County Fire Station 36 - Tequesta, FL
Project Manager/Senior Staff Scientist. The site was proposed to be developed with a 250-foot-tall lattice (self-support) communications tower and associated ground-based equipment within an approximately 10,000-square-foot (SF) lease area. The proposed development also includes a 20-foot-wide access/utility easement. Terracon conducted a limited scrub-jay survey and Florida bonneted bat roost survey to determine the presence or potential presence of the species on the site.

Boca Raton High School (H.S.), School District of Palm Beach County – Boca Raton, FL
Project Manager/Senior Staff Scientist. Conducted a burrowing owl survey for the School District of Palm Beach County at the H.S. Determined habitat loss and function to determine mitigation requirements, provided permitting assistance to obtain a permit from FWC to close the owl burrows, and executed a mitigation plan.

Steven A. Harrison, P.G.

Senior Geologist/Quality Assurance/Quality Control Reviewer

EDUCATION
M.S., Marine Geology and Geophysics, Emphasis: Geo-Chemistry, Rosenstiel School of Marine and Atmospheric Sciences, University of Miami, 1988

B.S., Geology
State University of New York Binghamton, 1980 – 1984

REGISTRATIONS
Professional Geologist
Florida, No. 0001390

Florida Licensed Mold Assessor, No. MRSA508

Florida Licensed Sales Associate SL3069031 (Realtor)

CERTIFICATIONS
8- Hr Hazmat Health and Safety Training Updates (Current)

40- Hr Hazmat Health and Safety Training (1989)

Short Course: Assessing Environmental Risk in Property Transactions (1990)

Short Course: How to Comply with Florida's Haz Waste Regulations for Generators

YEARS OF EXPERIENCE 35

YEARS AT FIRM 10

PROFESSIONAL EXPERIENCE

Steven is a senior associate, professional environmental consultant, and Manager of Regional Environmental Services in the South Florida Region. He specializes in providing responsive, cost-effective, technically accurate, and regulatory-focused solutions to meet clients' project and operational requirements. Steven has 35 years of successful experience continuously exceeding expectations by resolving environmental situations that clients face. Steven's diverse environmental experience includes the assessment and remediation of impacted groundwater and soil, real estate transactional due diligence assessment (Phase I/II environmental site assessments [ESAs]), storage tank system management, industrial and Resource Conservation and Recovery Act (RCRA) waste disposal, wildlife surveys and compliance assistance with federal and State environmental regulations (SPCC Plans).

He has worked with a diverse array of clients ranging from independent property owners to local, regional, and state municipalities and Fortune 500 companies to address and resolve their business and regulatory environmental concerns. Steven's knowledge of local, state, and federal regulatory requirements is critical to supporting clients' objectives to maintain compliance with all applicable regulatory requirements. Furthermore, he has performed and/or supervised thousands of environmental due diligence projects throughout a large portion of the eastern United States.

PROJECT EXPERIENCE

North Palm Beach Country Club – North Palm Beach, FL
Senior Geologist/Quality Assurance/Quality Control (QA/QC) Reviewer. The site operates as the North Palm Beach Country Club/Golf Course and encompasses 146.27 acres of land. Terracon conducted surface water sampling for the country club. The activities were completed to assess for potential impacts to shallow soil and groundwater quality from constituents of concern (COCs) commonly associated with golf courses. The samples were collected from 7 ponds/lakes located at the site to assess for the presence of potential impacts resulting from current and/or historical use of the property.

Palm Beach International Airport (PBI), Former Building S-1440, Former Palm Beach County Transit Authority Depot (Palm Tran) - West Palm Beach, FL
Senior Geologist/QA/QC Reviewer. The Palm Beach County Department of Airports was considering a long-term lease of PBI property, which contains the Former Palm Tran Bus Depot and refueling area. By way of an Advanced Cleanup Agreement between the County and the FDEP, Terracon completed source removal with open-excavation air sparging to remediate petroleum hydrocarbon-contaminated soil and groundwater at the former Palm Tran refueling area. Approximately 2,500 tons of impacted soil were removed from above and below the water table for offsite thermal treatment in an effort to reduce petroleum hydrocarbon impacts to below soil and groundwater cleanup target levels (CTLs). The site has since been restored and the first quarter of post-active remediation monitoring (PARM) has been initiated. The goal is to obtain a No Further Action (NFA) status without conditions and a Site Rehabilitation Completion Order (SRCO).

CMS
CONSTRUCTION
MANAGEMENT SERVICES

Richard Miller, CPE

Chief Estimator | CMS-Construction Management Services, Inc.

With over 40 years in the Construction Industry, recently joining CMS, Richard Miller has provided Preconstruction Services & Project Team leadership. Adept at creating and monitoring construction estimates in various Contract Delivery Vehicles for Industrial / Commercial / Institutional projects while mitigating project risk. Utilizes a confident leadership style when engaged in a project budget development working with the project owner, their design team, consultants, and other stakeholders through active listening and understanding of client needs. Proven experience in Project Management, Value Analysis, Life Cycle Cost Analysis, Document Quality Control, LEED, Scheduling, Forensic Budget Analysis, Soft-Cost Budgeting, Data Base Management, and Economic Assessments and presentations of the findings.

Education

AutoCAD Program
1993 University of Washington

Supervisory Training Program,
Construction Law
1988-1990 Association of American General Contractors

Construction Management
1981-1983 Edmonds Community College, Edmonds, WA

Union Apprenticeship Training
1979-1981 South Seattle Community College

Associate Arts Degree
1975-1978 North Seattle Community College

Projects

- Santa Clara Maintenance Facility & Station Mep Study
  Santa Clara, CA
- Hilton Grand Vacations – Waikoloa Village Ocean Tower Time Share Conversion
  Big Island, Kona Hi
- University of Washington, Warren G. Magnuson School of Medicine
  Seattle, Washington

Ramesh Talwar

Senior Estimator | CMS-Construction Management Services, Inc.

Having worked for over 40 years in the Construction Industry as Senior Estimator, Risk Manager, Construction Manager, Project Manager, Project Coordinator and Owner's Representative, Mr. Talwar has a wealth of knowledge and expertise in construction services. His background includes Commercial Building Construction (including High-Rises), Bridges, Slip-Formed Silos, Airports, Cement Plants, Schools, Hospitals, Shopping Centers, and Hydroelectric Dams.

Education

Project Manager General Contracting
From CCA, Civil Engineering in India

Bhargava Municipal College-2 Yrs.

Punjab Polytechnic Engineering-3 Yrs.

Projects

- Broward County W. Regional Courthouse Clerk of Courts, Civil & Marriage
  Plantation, Fl
- Kiwanis Park Renovation & Community Center
  Coral Springs, Fl
- Curtis Park Community Center
  Miami, Fl
- Palm Beach State College-Dental & Medical Services Technology Buildings
  Palm Beach Gardens, FL

CRIMINAL COURT DATE
CITY ORD - NTA COURT DATE
TOWING COMPANY ROTATION
SMOKING COURT
COMPLY BY DATE
EMERALDS
#31
917-4747
Feb 27th - March 5th
Training

Tab 3

Litigation

CPZ Architects, Inc. has NEVER been involved in any litigation, claims, judgements, arbitration, debarment/suspension or state licensing issues. Our firm isn't nor ever has been involved with any bankruptcy proceedings or any breach in professional ethics, including those settled out of court.

Energy Efficient & Sustainable Vision Experience

Sustainable design has been practiced on all CPZ's design projects. Our firm has had several LEED certified projects at different LEED ratings, and six projects are currently under the process of certification. We implement LEED design charrettes from project start, which involve the client and all design professionals in order to determine the level of project certification and what will be necessary to achieve it. We manage all stages of project LEED certification: Project Registration, Design Phase Review, Construction Phase Review, and Project Certification.The following is a table of the sustainable projects that our firm has completed to date.

- A VRF Air conditioning system with a dedicated outside air unit will be utilized, which will allow for an elevated level of controllability as well as providing an efficient system.
- Building design will include increased insulation, glass, and overhangs to decrease heat loads. Glazing will be Low E tinted glazing to reduce solar gain into the building.
- Building will be designed to maximize natural light throughout regularly occupied spaces. Occupancy controlled sun-shade devices can be utilized.
- All interior and exterior fixtures in this facility will be high efficiency LED type with energy efficient drivers. Dimmable fixtures in select areas will facilitate owner control of illumination levels in these areas. Thus, energy efficient fixtures used throughout maximize opportunities for maintaining a sustainable system.
- Plumbing fixtures specified will be water saving devices.
- The building site will be landscaped with a combination of native plant species. This careful selection process will eliminate the need for irrigation.
- Building materials and products will be specified to have recycled content and to be produced locally if available.

Client	Project	Certification	Completed
City of Coral Springs	Fire Station #80	LEED Gold	2010
Town of Davie	Fire Station #86	LEED Silver	2022
City of Coconut Creek	Fire Station #50	LEED Gold	2017
City of Fort Lauderdale	Fire Station #8	FGBC Certified	2022
City of West Palm Beach	Fire Station #4	LEED Gold	2018
City of Doral	Doral Glades Park	Green Globes	2018
Interior Design			
Midgard Management	Crown Center Plaza	LEED Certified	Current
Federal Reserve Bank	Remote Screening Lobby	LEED Certified	2010
Midgard Management	Parkson at Crown Center	Silver	2009
Midgard Management	CBS Interactive	Silver	2010

CLIENT	CONTRACT LENGTH	SCOPE	EXAMPLES OF PROJECTS
City of Coral Springs John Norris, Dir. Public Works (954) 344-1166 jnorris@coralsprings.org	16 years & on-going	A/E Services	26 projects including: - Kwanis Park - City Hall Urban Scape, 2nd Fl. Police Office - Coral Springs Police Memorial - Fire Station #64, #43, #95
City of Delray Ivan Cabrera, AICP, FRA-RA Redevelopment Manager (561) 276- 8640 cabrerai@mydelraybeach.com	5 years & on-going	A/E Services	- 800 Block Park Concept
Martin County Jeff Dougherty (772) 979-3698 jdougher@martin.fl.us	3 years & on-going	A/E Services	Over 10 projects including: - MC Landfill Admin. Building - MC Health Department - Marine Patrol Building
City of Port St. Lucie John Dunton, Public Works Deputy Director (772) 871-5100 jdunton@cityofpsl.com	4 years & on-going	A/E Services	Over 10 projects including: - Public Works Facility - Police Training Facility - Sportsman Park

CPZ ARCHITECTS, INC:
- Chris P. Zimmerman, AIA - AR0010995
- Joseph J. Barry, AIA - AR96502

OCI LICENSES:
- Jason Smith, P.E. - PE57743
- Sudharma Wijegunawardana, P.E. - PE63143

ONM&J LICENSE:
- Dwayne Jackson, P.E. - PE40155

CHEN MOORE & ASSOCIATES LICENSES:
- Tanya McCormick, PLA, AICP - LA6667243
- Suzanne Dombrowski, P.E., ENV SP - PE69918
- David Cowan, Jr., P.E., ENV SP, LEED AP - PE85285

BROWN & PHILLIPS LICENSES:
- Anthony St. Brown, PLS - LS4977
- John Phillips III, PLS - LS4826

TERRACON LICENSES:
- Douglas Dunkelberger, P.E. - PE33317
- Jaime Velez, P.E., - PE66416
- Steven Harrison, P.G. - PG0001390

RFQ EXHIBIT "A"
PUBLIC ENTITY CRIMES STATEMENT
UNDER § 287.133, FLORIDA STATUTES

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by Chris P. Zimmerman, AIA | President
(print individual's name and title)
for CPZ Architects, Inc.
(print name of entity submitting sworn statement)

whose business address is 4316 W. Broward Blvd, Plantation, FL 33317

and (if applicable) its Federal Employer Identification Number (FEIN) is: 57-1140055

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

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

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

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

The foregoing document was sworn and subscribed before me this 7 day of December, 2023 by Chris P. Zimmerman, AIA, who is personally known to me or produced _____ as identification.

_____
Notary Public
My Commission Expires: April 12, 2024

JAYSON HALL
Commission # GG 977958
Expires April 12, 2024
Bonded Thru Budget Notary Services

RFQ EXHIBIT "B"
DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids or proposals which are equal with respect to price, quality, and service are received by any political subdivision for the procurement of commodities or contractual services, a bid or proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid or proposal 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 or proposal, 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 firm complies fully with the above requirements.

Proposer's Signature

12/7/2023
Date

RFQ EXHIBIT "C"
SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

This sworn statement is submitted to the Village of North Palm Beach, Florida

by Chris P. Zimmerman, AIA | President
(print individual's name and title)
for CPZ Architects, Inc.
(print name of entity submitting sworn statement)

whose business address is 4316 W. Broward Blvd, Plantation, FL 33317

and (if applicable) its Federal Employer Identification Number (FEIN) is: 57-1140055

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:

A. Does not participate in the boycott of Israel; and

B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

A. Is not on the Scrutinized Companies with Activities in Sudan List; and

B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over $1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

(Signature)

The foregoing document was sworn and subscribed before me this 7 day of December, 2023 by Chris P. Zimmerman, AIA, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires: April 12, 2024

JAYSON HALL
Commission # GG 977958
Expires April 12, 2024
Bonded Thru Budget Notary Services

RFQ EXHIBIT "D"
SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(a), FLORIDA STATUTES, ON DISCRIMINATION

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by Chris P. Zimmerman, AIA | President
(print individual's name and title)
for CPZ Architects, Inc.
(print name of entity submitting sworn statement)

whose business address is 4316 W. Broward Blvd, Plantation, FL 33317

and (if applicable) its Federal Employer Identification Number (FEIN) is: 57-1140055

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that "discrimination" as defined in Section 287.134(1)(b), Florida Statutes, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion.

3. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of an entity that discriminated; or

b. An entity under the control any natural person who is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another entity, or the pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity.

4. I understand that an "entity" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

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

__X__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been placed on the discriminatory vendors list.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives,

partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the discriminatory vendors list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

The foregoing document was sworn and subscribed before me this 7 day of December, 2023 by Chris P. Zimmerman, AIA, who is personally known to me or produced _____ as identification.

_____
Notary Public
My Commission Expires: April 12, 2024

JAYSON HALL
Commission # GG 977958
Expires April 12, 2024
Bonded Thru Budget Notary Services

"Designing Quality Architecture That Builds Lasting Relationships"

Thank You

For The Opportunity!

CPZ Architects, Inc.

4316 West Broward Boulevard, Plantation, FL 33317
1601 Belvedere Rd, S-305, West Palm Beach, FL 33406
1717 20th Street Unit 1, Vero Beach, Florida 32960
200 N. El Mar Drive, Suite 201, Jensen Beach, FL 34957
Chris P. Zimmerman, AIA | (954) 792-8525 | Chris@cpzarchitects.

VILLAGE OF NORTH PALM BEACH

ARCHITECTURAL CONSULTANT
CONTINUING SERVICES CONTRACT 2023

DECEMBER 20, 2023 | 3:00 PM

宋 Song + Associates, Inc.
Architecture • Planning • Interior Design

SONG + ASSOCIATES, INC.
1545 Centrepark Drive North
West Palm Beach, FL 33401

VILLAGE OF NORTH PALM BEACH
Architectural Consultant
Continuing Services Contract 2023

DECEMBER 20, 2023 | 3:00 PM

A. Cover Sheet
B. Table of Contents
C. Statement of Qualifications
    Tab 1 | Information
    Tab 2 | Technical Qualifications
    Tab 3 | Miscellaneous Information
D. Required Exhibits

CONTACT INFORMATION:

Song + Associates, Inc.
1545 Centrepark Drive North
West Palm Beach, FL 33401
561-655-2423
Jill Lanigan, Principal | jlanigan@songandassocates.com

FORM OF ORGANIZATION:

Song + Associates is an award-winning architectural, planning and interior design firm headquartered for over 35 years in West Palm Beach. Established in 1988, Song + Associates is a minority-owned, State-certified MBE. We have a dedicated and talented staff of 32 employees. Our senior leadership team averages over 10 years working together at the firm.

Song + Associates, Inc.'s legal organizational structure is a Corporation, incorporated in the State of Florida, with four Principal/Owners. Song + Associates has no subsidiary or affiliated companies in which the principals have a financial interest.

FINANCIAL INFORMATION:

The requested Financial Statements have been included in a separate envelope, marked "Confidential Materials."

COMPENSATION

Song + Associates uses the Florida Department of Management Services Fee Guidelines as a basis on which compensation is determined. We will accept the method of payment that the Village prefers to use.

CORPORATE STATUS:

State of Florida
Department of State

I certify from the records of this office that SONG & ASSOCIATES, INC. is a corporation organized under the laws of the State of Florida, filed on July 10, 1998.

The document number of this corporation is P98000061362.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 10, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fourth day of January, 2023

Secretary of State

Tracking Number: 5621122050CU

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

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

ORGANIZATIONAL CHART FOR THIS CONTRACT:

ARCHITECTURE • PLANNING • INTERIOR DESIGN

SONG + ASSOCIATES, INC.

- Robert Castrovinci, AIA, NCARB — Principal-in-Charge
- Jill Lanigan — Principal, Programming / Planning Specialist
- Youn Lee, LEED AP — Principal, Director of Design + LEED Specialist
- Leila Rouady, RA, CGC, LEED AP — Construction Administrator, QA/QC
- Perry Douglass, RA — Project Architect
- Henrique Certad, LEED AP — Project Manager
- Laura Sandoval — Interior Designer

CIVIL ENGINEERING + SURVEYING

ENGENUITY GROUP

- Keith B. Jackson, PE — Vice President, Civil Engineering Project Manager
- Jennifer C. Malin, P.S.M. — Survey Project Manager

MEP ENGINEERING

JLRD

- Chuck Gableman, PE, LEED AP — President, Electrical Engineer
- Keith Lorinos, PE — Mechanical Engineer

STRUCTURAL ENGINEERING

ACCORD

- Aida L. Baez, PE — Co-Owner & Structural Engineer
- Clifton Newkirk, PE, SI — Co-Owner & Structural Engineer

LANDSCAPE ARCHITECTURE

JMORTON

- Jennifer Morton PLA, LEED AP — President
- Michelle Duchane, PLA, ASLA — Director of Landscape Architecture + Design

AREAS OF EXPERTISE

Song + Associates, Inc. has extensive experience and nationally recognized expertise in completed public projects. Throughout our 35-year history in designing public buildings, we have earned a reputation for innovation in design, financial responsibility, and timely delivery. We dedicate ourselves to the needs of our clients and have successfully served a broad base of public entities in the governmental, educational, public safety, infrastructure, and recreation sectors.

Our continued success is the result of team work, diligence, experience and a "best service" attitude. Song + Associates' unified team is comprised of leaders with abilities to ensure design excellence, a quality product, cost control and effective schedule management.

Our 90% repeat client rate is a testament to our commitment to quality architecture.

Song + Associates, Inc. has been responsible for the planning and design of over a million square feet of civic buildings as well as numerous urban master plans in Florida. Our projects encompass administration and emergency operations centers, public safety facilities, city halls, libraries, arts, cultural, community centers, parks and recreational facilities, maintenance complexes, and parking garages. Each site and building is designed for high function, climate conditions, future expansion, long term vision, shared uses, efficient budgets, healthy and inspiring interiors, ease of maintenance, and safety.

Continuing Contract Services

What differentiates Song + Associates from other firms is the range and depth of our experience through continuing contract for public sector clients. We have served more than 30 organizations through annual contract including counties and municipalities, school districts, state, and federal entities in Florida over the past 35 years. We built our practice and our long-term client relationships through annual contract arrangements.

We understand Continuing Contract work and have an extensive range of capabilities. Assignments under these contracts include unique efforts that are critical to supporting the Village's goals. Examples of the types of project assignments include:

INTERIOR REMODELING

We are often called upon through continuing contracts for interior renovations of existing space. Within these projects, is the opportunity to incorporate new trends for improved workplace environments that focus on occupant wellness. At Florida Power & Light's corporate offices, we remodeled the spaces to move the offices to the interior of the building and brought the workstation areas to the windows for natural light throughout the space.

FACILITY CONDITION ASSESSMENT

Continuing contracts often include evaluation of existing structures and systems. We have recently been providing services for the Dept of Military Affairs in the State of Florida and included, not only condition assessment but, also performed energy audits.

SECURITY + SAFETY

In all projects we evaluate and seek to improve life safety features and ADA accessibility however, building security has become critically important for our public buildings today. Last year, our team completed security assessments for 60 school campuses for the School Board of Broward County. This comprehensive study was completed in under 3 months.

NEIGHBORHOOD REVITALIZATION

Some assignments under annual contract extend beyond buildings to include whole areas of a City. For the City of Riviera Beach CRA, we master planned a revitalization project to improve pedestrian connectivity by incorporating a linear park through the neighborhood. The project was awarded the Community Impact Award by the South Florida Business Journal in 2016.

INTERIOR DESIGN

Our firm includes full, in-house interior design services from developing color palettes to managing procurement and delivery for a turn-key result. For Palm Beach State College, we developed a college-wide furniture standards document which includes furniture selections that have been evaluated for function, durability, finishes, and negotiated contract pricing.

SPACE PLANNING + PROGRAMMING

We recently worked with the City Managers and Staff of the City of Pompano Beach to program and analyze space needs for all departments of City Hall. This study considers current needs as well as 10 and 20 year growth projections and will serve as a Master Plan for future planning decisions.

ROBERT CASTROVINCI, AIA
PRINCIPAL-IN-CHARGE

EDUCATION:
Bachelor of Architecture, Florida Atlantic University, 2004
Associate in Arts, Architecture, Palm Beach Community College, 1999

TIME WITH SONG + ASSOCIATES :
18 years
TOTAL YEARS OF EXPERIENCE:
20 Years

ARCHITECTURAL REGISTRATIONS:
Florida No. AR98054

PROFESSIONAL AFFILIATIONS:
Leadership West Palm Beach, Class of 2016
Board Member, West Palm Beach Sustainability Board
Board Member, Chamber of Commerce of the Palm Beaches

CITY OF RESIDENCE:
Jupiter, FL

OFFICE LOCATION:
1545 Centrepark Dr. N.
West Palm Beach, FL 33401

Robert Castrovinci has over twenty years of experience in architectural design, project management, and construction. He joined Song + Associates in 2005 and became a partner in the firm in 2021. Throughout his time with Song + Associates, Rob has been an integral part of the company, leading major efforts such as the West Palm Beach City Center, City Hall and Public Library. With a focus in civic design, he has been a project manager and architect for a variety of public buildings and urban development.

As a graduate of both Palm Beach State College and Florida Atlantic University, Rob believes in giving back to the community. He is a graduate of Leadership West Palm Beach Class of 2016 and has served on the City's Sustainability Board. He is an active member of the local American Institute of Architects. He serves as a Board Member of the Chamber of Commerce of the Palm Beaches.

SELECTED PROJECT EXPERIENCE

City of Oakland Park, Fire Station 87, Oakland Park, FL: Enhanced wind mitigation protection for Fire Station 87 including a full roof replacement, protection of all building openings, and installation of a new 500kW generator.

Palm Beach County Tax Collector's Office, Lake Worth, FL: A new 37,000 GSF facility to replace the existing Lake Worth and Lantana locations while including the Department of Motor Vehicles. A front façade with new 20' high storefront glass windows allows natural light to filter into the interior spaces, proactively utilizing the zoning requirements of the pre-existing two story building.

City of Greenacres Public Safety EOC Conversion, Greenacres, FL: Completed programming through construction documents for the conversion of open courtyard space into an Emergency Operations Center / training area.

Village of Palm Springs Public Safety Building Expansion, Palm Springs, FL: Expansion and renovation of the existing Police Department Building to re-organize the department groups to improve efficiency of functions and to accommodate future growth and adaptability. The project includes a 5,000 SF one-story addition, a two-story, 9,000 SF addition, as well as approximately 6,200 SF of remodeling of the existing Police Department space.

Town of Jupiter Police Department, Jupiter, FL: The Police Department facility serves as the Town's Emergency Operations Center and also houses the central Information Technology Data Center for the Police and Town Hall. This hardened facility is designed for continuous operations through storm events and allow Police and Town staff to occupy the building during and after a storm.

Continuing Annual Contract for the Following Public Entities:
- City of Oakland Park
- City of Lake Worth Beach
- City of Greenacres
- Palm Beach County
- City of West Palm Beach
- City of Riviera Beach
- City of Palm Beach Gardens
- Palm Beach State College

JILL LANIGAN
PRINCIPAL, PROGRAMMING + PLANNING SPECIALIST

Ms. Lanigan's diverse experience includes all phases of project development from conceptual site design through construction. Nearly 30 years of experience in the South Florida area working with all regulatory agencies enables her to efficiently map and manage the complex regulatory and compliance issues of today's projects. She has served as client liaison for the major capital improvement/facilities departments of a number of public organizations. Jill is dedicated to finding opportunities within the challenges of each unique project for improved design and cost efficiency. Her approach to enhanced project management is informed by her experience in architectural design, knowledge of building codes and construction methods and commitment to sustainable design principles.

Ms. Lanigan, a native of South Florida has a strong commitment to the local community and currently serves as a Trustee of the Chamber of Commerce of the Palm Beaches.

EDUCATION:
Bachelor of Architecture, Minor in Public Speaking, University of Miami 1990

TIME WITH SONG + ASSOCIATES :
16 years
TOTAL YEARS OF EXPERIENCE:
32 Years

PROFESSIONAL AFFILIATIONS:
Committee Member, Palm Beach State College Foundation STEAM Initiative
Committee Member, Women's Leadership Initiative for the Urban Land Institute
Trustee, Chamber of Commerce of the Palm Beaches

CITY OF RESIDENCE:
Juno Beach, FL

OFFICE LOCATION:
1545 Centrepark Dr. N.
West Palm Beach, FL 33401

SELECTED PROJECT EXPERIENCE

CRA Neighborhood Revitalization, Riviera Beach, FL: Master Plan project for the CRA to develop strategies for immediate and future implementation. The project includes wayfinding/signage design, streetscape, zoning, traffic calming, maintenance and monitoring programs, and community gardens and parks within the CRA. This ongoing contract has lead to the construction of a community garden, linear park, surface parking lots + sidewalk/street scapes.

City of Boca Raton Master Plan, Boca Raton, FL: Development of a Master Plan for the government campus to include a new City Hall, Community Center, and Police Department set within a cohesive campus with the existing library and children's museum.

Village of Palm Springs Public Safety Building Expansion, Palm Springs, FL: Expansion and renovation of the existing Police Department Building to re-organize the department groups to improve efficiency of functions and to accommodate future growth and adaptability. The project includes a 5,000 SF one-story addition, a two-story, 9,000 SF addition, as well as approximately 6,200 SF of remodeling of the existing Police Department space.

Town of Jupiter Master Plan, Jupiter, FL: A comprehensive master plan that unified facilities on the existing site, as well as the proposed community center. The master plan includes the replacement of the Town Hall and Police Department and aims to create a Town Center and opportunity to unify the architecture to provide a strong civic appearance to the buildings that is dignified and integrated into the neighborhood and site.

Continuing Annual Contract for the Following Public Entities:
City of West Palm Beach
City of Palm Beach Gardens
City of Greenacres
City of Delray Beach CRA
City of Riviera Beach CRA

YOUN LEE, LEED AP
PRINCIPAL, DIRECTOR OF DESIGN

Mr. Lee has over 20 years of experience serving in all phases of design and construction. His varied experience includes projects for the governmental, educational, and healthcare sectors as well as luxury condominiums, clubhouses, and office buildings. As lead architectural designer, he is responsible for the coordination of projects from conceptual design, programming, and planning through design development. Youn's talents in computer-generated 3D rendering and Building Information Modeling (BIM) are an invaluable asset to the design process allowing quick decision making by the team and owner's representatives.

Rather than designing in any particular style, Youn believes that designs should reflect the setting, program, function, and vision of the owner and all project stakeholders. His thorough knowledge of construction methods and the latest technology result in aesthetically beautiful, highly-functional projects.

Mr. Lee's project experience includes all aspects of architectural design consisting of facilities varying in size and scope of work, massing studies, signage design, renderings, and graphic presentations to owners, end-users, and communities. Mr. Lee has served as Senior Designer, LEED Coordinator, and/or Lead Designer on the following projects:

SELECTED PROJECT EXPERIENCE

CRA Neighborhood Revitalization, Riviera Beach, FL: Master Plan project for the CRA to develop strategies for immediate and future implementation. The project includes wayfinding/signage design, streetscape, zoning, traffic calming, maintenance and monitoring programs, and community gardens and parks within the CRA. This ongoing contract has lead to the construction of a community garden, linear park, surface parking lots + sidewalk/street scapes.

City of Boca Raton Master Plan, Boca Raton, FL: Development of a Master Plan for the government campus to include a new City Hall, Community Center, and Police Department set within a cohesive campus with the existing library and children's museum.

Police Department Needs Assessment, Palm Beach Gardens, FL: Needs Assessment to plan for remodeling of the Police Headquarters to accommodate growth and improve functionality.

Town of Jupiter Master Plan, Jupiter, FL: A comprehensive master plan that unified facilities on the existing site, as well as the proposed community center. The master plan includes the replacement of the Town Hall and Police Department and aims to create a Town Center and opportunity to unify the architecture to provide a strong civic appearance to the buildings that is dignified and integrated into the neighborhood and site.

Continuing Annual Contract for the Following Public Entities:
- City of West Palm Beach
- City of Palm Beach Gardens
- City of Greenacres
- City of Delray Beach CRA
- City of Riviera Beach CRA

EDUCATION:
Master in Architecture,
University of Wisconsin, 2002
Bachelor in Engineering,
Kookmin University, 1991

TIME WITH SONG + ASSOCIATES :
20 years
TOTAL YEARS OF EXPERIENCE:
21 Years

CERTIFICATIONS / REGISTRATIONS:
LEED® Accredited Professional, 2007

PROFESSIONAL AWARDS & HONORS:
Chicago Awards, Honorable Mention, "Re-Uses of Veil", 2002
First Place Graduate Work, UWM, School of Architecture and Urban Planning, 2002
Third Place Thesis Work, UWM, School of Architecture and Urban Planning, 2002
Flad Scholarship, Flad & Associates, Inc., Madison, WI, 2001

CITY OF RESIDENCE:
Wellington, FL

OFFICE LOCATION:
1545 Centrepark Dr. N.
West Palm Beach, FL 33401

PERRY DOUGLASS, RA
PROJECT ARCHITECT

EDUCATION:
Bachelor of Architecture, Kent State University, 1992
Bachelor of Science in Business Administration, Edinboro University, 1987

TIME WITH SONG + ASSOCIATES:
8 years

TOTAL YEARS OF EXPERIENCE:
31 years

CERTIFICATIONS/REGISTRATIONS:
Florida, No. AR97112

CITY OF RESIDENCE:
Palm Beach Gardens, FL

OFFICE LOCATION:
1545 Centrepark Dr. N.
West Palm Beach, FL 33401

Mr. Douglass has over 30 years as a licensed and NCARB certified architect serving in all phases of design and construction. Mr. Douglass is responsible for the coordination of both the internal production and external engineering project team efforts. From 1999 through 2010, Mr. Douglass worked as a Managing Partner overseeing an office for a healthcare focused design firm serving Eastern Ohio and Western Pennsylvania.

Since joining Song + Associates, Mr. Douglass has served as Production Architect for over $50 million in education projects. This work includes projects with Seminole State College, Orange County Public Schools, and the School Districts of Osceola County, Palm Beach County, and Indian River County.

SELECTED PROJECT EXPERIENCE

Manatee Lagoon Eco-Discovery Center, West Palm Beach, FL: Building design and programming for this 22,000 square foot facility encompassing educational displays, lobby, gift shop, offices, and event and meeting space. Florida manatees gather every winter in this quiet cove. Residents, school children, and visitors can now learn about the ecology in an interactive education center.

Village of Wellington Community Center, Wellington, FL: The community center provides a variety of multi-purpose spaces for activities and events, including a 300-seat banquet room, aerobics and fitness rooms, and an internet cafe. The two-story lobby/atrium connects the municipal campus with the lakefront.

Municipal Complex, Sunrise, FL: Master Plan and Programming for the new Municipal Complex which will become the centerpiece and catalyst for economic development for the new downtown core of the city. The project is situated on a 6 acre site and may include an approximately 75,000 SF city hall, 20,000 SF art museum, and 5,000 SF of retail space.

Palm Beach County Tax Collector's Office, Lake Worth, FL: A new 37,000 GSF facility to replace the existing Lake Worth and Lantana locations while including the Department of Motor Vehicles. A front façade with new 20' high storefront glass windows allows natural light to filter into the interior spaces, proactively utilizing the zoning requirements of the pre-existing two story building.

Continuing Annual Contract for the Following Public Entities:
- City of Delray Beach
- Florida Atlantic University
- Martin County School District
- School District of Indian River County

HENRIQUE CERTAD, LEED AP
PROJECT MANAGER

EDUCATION:
Bachelor of Arts in Architecture
University of Central Venezuela, 2001

TIME WITH SONG + ASSOCIATES :
5 years
TOTAL YEARS OF EXPERIENCE:
21 Years

PROFESSIONAL REGISTRATIONS:
LEED AP

CITY OF RESIDENCE:
Coral Springs, FL

OFFICE LOCATION:
1545 Centrepark Dr. N.
West Palm Beach, FL 33401

Mr. Certad is a creative design and solution oriented professional with 21 years of international experience in governmental and transportation projects, including airports, intermodal and mass transit facilities; as well as in industrial and hospitality projects. He has expertise in the full range of schematic design, design development, project coordination, production of construction documents, and construction administration for both private and government owned projects. Mr. Certad is a LEED accredited professional with proven experience on LEED certified projects.

SELECTED PROJECT EXPERIENCE

City of Oakland Park, Fire Station 87, Oakland Park, FL: Enhanced wind mitigation protection for Fire Station 87 including a full roof replacement, protection of all building openings, and installation of a new 500kW generator.

City of Coral Springs Municipal Complex, Coral Springs, FL: Master Plan and Programming for the new Municipal Complex, a centerpiece and catalyst for economic development in the new downtown core of the city. This six acre site includes a City Hall (75,000 SF), Commission Chamber (150 seats), meeting rooms, a civic plaza, retail space, a cafe, and a parking garage housing 600 cars.

Palm Beach County Tax Collector's Office, Lake Worth, FL: A new 37,000 GSF facility to replace the existing Lake Worth and Lantana locations while including the Department of Motor Vehicles. A front façade with new 20' high storefront glass windows allows natural light to filter into the interior spaces, proactively utilizing the zoning requirements of the pre-existing two story building.

Distribution Control Center, West Palm Beach, FL: A 71,000 sf, two-story expansion of the existing Command Center. As the central monitoring facility for utility distribution, the DCC operates twenty-four hours per day throughout the year with three shifts per day. The building has an emergency generator service for full back-up power. The addition and existing building were designed to achieve an enhanced resistance to wind loading forces.

Town of Jupiter Town Hall, Jupiter, FL: A new 41,000 SF multi-story Town Hall Building as part of the adopted Town of Jupiter Master Plan. When completed this new state-of-the-art complex will allow the Town to provide more effective and efficient services to the community. The new facility will be designed to address appropriate hurricane hardening while also addressing today's security needs.

Fourth District Court of Appeals Renovation, West Palm Beach, FL: Song + Associates, Inc. is was engaged by the Department of Military affairs to provide repairs and renovations of the original 1- story 1968 building.. Phase 1 of the project was for the design and construction to temporarily move the National Guard into the 19,800 SF one-story building.. Phase 2 of the projects includes interior repairs and renovations needed to support the Chemical Unit Battalion and the 930th Battalion. Construction Cost: Phase 1- $1,300,000, Phase 2- $4,000,000.

Continuing Annual Contract for the Following Public Entities:
City of Lake Worth Beach
City of Oakland Park

LAURA SANDOVAL
INTERIOR DESIGNER

EDUCATION:
Associate in Science (A.S.) in Interior Design Technology, Palm Beach State College, 2022

TIME WITH SONG + ASSOCIATES :
1 years
TOTAL YEARS OF EXPERIENCE:
2 years

CITY OF RESIDENCE:
West Palm Beach, FL

OFFICE LOCATION:
1545 Centrepark Dr. N.
West Palm Beach, FL 33401

Ms. Sandoval has experience in a wide range of projects including civic, educational, and commercial projects. Skilled in AutoCAD, Revit, and Sketchup, Laura's responsibilities have included preparing and creating design submittals, budget proposals, space plans, conceptual renderings, and construction documents. She has experience in drafting floor plans and elevations, as well as selecting furniture and architectural finishes according to safety, function, aesthetics, budgetary guidelines, accessibility, and code.

SELECTED PROJECT EXPERIENCE

Palm Beach County Mosquito Control Division, Lake Worth, FL: New construction of multiple buildings on a 5.9 acre site including: a chemical storage facility (6,200 SF); workshop and equipment storage (4,800 SF); enclosed vehicle and equipment storage (9,840 SF); an office and light lab building (6,000 SF); and a fuel Island with canopy and control kiosk. 27,000 SF | $9M (est.)

Palm Beach County Supervisor of Elections, West Palm Beach, FL: New facility that includes administrative offices, training and multi-purpose spaces, ballot processing areas, equipment storage, secured ballot storage and support spaces. The highly secured facility is designed to protect the retained ballots and equipment. Enhanced technologies provide for a IT communication and call center for election data. 155,000 SF | $42M (est.)

Village of Palm Springs Police Building Renovation, Palm Springs, FL: Expansion and renovation of the existing Police Department Building to re-organize the departments to improve efficiency of functions and accommodate future growth and adaptability. The project includes a 5,000 SF one-story addition, a two-story, 9,000 SF addition, as well as approximately 6,200 SF of remodeling of the existing space. New- 14,000 SF; Renovation- 12,000 SF | $6.5M (est.)

City of Greenacres Youth Center, Greenacres, FL: Design of a new building of approximately 15,000 sf to house the Youth Program for the City of Greenacres. The Youth Program provides after-school care and activities as well as summer camp programs for children at all grade levels, elementary, middle, and high school. The project will expand the program capacity for certification of up to 200 children. 15,000 SF | $3.98M (est.)

Media Center Renovations (Santaluces High School; Spanish River High School), School District of Palm Beach County, FL: Song + Associates was chosen for the pilot program to re-imagine the media center for the District. The design features flexible, multi-purpose space and furnishings that serve as the 'Learning Commons". 8,000-12,000 SF | $600K each school

CONTINUING SERVICES CONTRACTS WITH THE FOLLOWING PUBLIC ENTITIES:

School District of Palm Beach County
City of Greenacres

LEILA ROUADY, RA, CGC, LEED AP
CONSTRUCTION ADMINISTRATOR

Ms. Rouady has 19 years of experience overseeing all aspects of architectural design and construction projects in the field. She has performed services for governmental, educational, financial banking, commercial and laboratory facility projects. Her skills include code knowledge, coordination of contractors, review and approval of pay requests.

As a registered architect and a certified general contractor, Ms. Rouady is proficient with change orders, contract review, field reports, shop drawing review, meeting budget and schedule requirements, as well as quality standards. She is a LEED Accredited Professional with extensive knowledge of sustainable design and quality control.

EDUCATION:
Master of Architecture, University of Miami, 2002,
Master of Business Administration, University of South Florida, 1992
Bachelor of Arts, University of South Florida, 1990

TIME WITH SONG + ASSOCIATES :
9 years
TOTAL YEARS OF EXPERIENCE:
19 Years

PROFESSIONAL REGISTRATIONS/ AFFILIATIONS:
Registered Architect, FL #AR94061
Certified General Contractor, #CGC1519477
LEED Accredited Professional, 2004

CITY OF RESIDENCE:
Lighthouse Point, FL

OFFICE LOCATION:
1545 Centrepark Dr. N.
West Palm Beach, FL 33401

SELECTED PROJECT EXPERIENCE

Village of Wellington Community Center, Wellington, FL: The community center provides a variety of multi-purpose spaces for activities and events, including a 300-seat banquet room, aerobics and fitness rooms, and an internet cafe. The two-story lobby/atrium connects the municipal campus with the lakefront.

Municipal Complex, Sunrise, FL: Master Plan and Programming for the new Municipal Complex which will become the centerpiece and catalyst for economic development for the new downtown core of the city. The project is situated on a 6 acre site and may include an approximately 75,000 SF city hall, 20,000 SF art museum, and 5,000 SF of retail space.

City of Coral Municipal Complex, Coral Springs, FL: A 5.8 acre campus for the Municipal Complex for the City of Coral Springs. The site includes a new 75,000 SF City Hall, along with a 300 car parking garage, commission chambers, public meeting rooms, and a civic plaza. Song + Associates, Inc. conducted public workshops to obtain input from the community and build consensus for this development which is the new centerpiece of the Downtown Core CRA District.

Palm Beach County Tax Collector's Office, Lake Worth, FL: A new 37,000 GSF facility to replace the existing Lake Worth and Lantana locations while including the Department of Motor Vehicles. A front façade with new 20' high storefront glass windows allows natural light to filter into the interior spaces, proactively utilizing the zoning requirements of the pre-existing two story building.

Marina District CRA, Riviera Beach, FL: Song + Associates was commissioned for master planning and design for the redevelopment of the Marina District. The first phase included a Marina Event Center, Amphitheatre with stage pavilion, beach, and waterfront promenade.

Continuing Annual Contract for the Following Public Entities:
- City of West Palm Beach
- City of Riviera Beach
- Florida Atlantic University
- Palm Beach State College
- School Board of Broward County
- School District of Palm Beach County

Chuck Gableman, P.E., LEED AP®
President

JOHNSON, LEVINSON, RAGAN, DAVILA, INC.
CONSULTING ENGINEERS
1450 Centrepark Boulevard, Suite 350
West Palm Beach, FL 33401
(561) 689-2303 · (561) 689-2302 Fax
www.jlrdinc.com

Education
Florida Atlantic University, 1993
Bachelor of Science, Electrical Engineering, FL PE59136

Professional Experience
32 Years with JLRD

Mr. Gableman is President of JLRD and an Electrical Engineer with 32 years of experience providing design, investigation, estimating, analysis and construction administration for communications, lighting, power, and related electrical systems.

He has demonstrated experience in designing low voltage communications, telecommunications, and life safety systems. He specializes in electrical distribution systems, performing fault, load flow and coordination studies, as well as UPS and generator backed up systems. He frequently assists clients with investigative surveys, feasibility studies, programming, and project budgeting to define scope requirements for a wide variety of projects.

Chuck has served as the Project Manager and Electrical Engineer of Record on numerous projects for public and private entities throughout Florida. Clients include Palm Beach County, the City of West Palm Beach, FDOH West Palm Beach, Palm Beach State College, the School District of Palm Beach County, Johnson & Johnson, and NASA. His detail-oriented efforts include designs for new facilities, as well as renovation and repair projects, and modernizations, studies, and full building system assessments.

Contact

Phone: 561-689-2303, ext. 106
Email: cgableman@jlrdinc.com
Website: www.jlrdinc.com

Work Experience

SRWRF Facility Water Treatment Plant – F/A Repl. at 11 Buildings
Boynton Beach, FL

PBC WTP #8 Ozone Building Replacement
West Palm Beach, FL

Palm Beach County WUD, WROC Complex
Belle Glade, FL

PBC WTP #2 Admin Building New Elevator and F/A System Repl.
West Palm Beach, FL

PBC WUD Central Region Operations Center
West Palm Beach, FL

PBC WUD SROC – Pump and Wash Facility
Delray Beach, FL

Palm Tran South Expansion
Delray Beach, Florida

PBC Health Department – Generator Replacement
West Palm Beach, FL

Village of Wellington Municipal Complex
Wellington, FL

PBC Sports Lighting Replacement at Parks throughout Palm Beach County

PBC South County Courthouse Fire Alarm Design
Delray Beach, FL

PBC Water Utilities Department – SROC Lab K
Delray Beach, FL

Keith Lorinos, PE
Mechanical Engineer

JOHNSON, LEVINSON, RAGAN, DAVILA, INC.
CONSULTING ENGINEERS
1450 Centrepark Boulevard, Suite 350
West Palm Beach, FL 33401
(561) 689-2303 · (561) 689-2302 Fax
www.jlrdinc.com

Education
The Cooper Union, 2005
Bachelor of Science, Mechanical Engineering

Registrations
Professional Engineer, Mechanical & Fire Protection, Florida – PE73794

Professional Experience
18 Years / 8 years with JLRD

Mr. Lorinos is a Mechanical and Fire Protection Engineer with JLRD. He has 8 years' experience in Mechanical and Fire Protection engineering, as well as 10 years in Structural engineering. His experience includes design of air-cooled and water-cooled chiller plants, pumping and piping systems, air distribution, and fire protection systems.

Mr. Lorinos has served as a Mechanical Design Engineer and EOR on numerous projects in both the public and private sectors such as Educational, Commercial, Municipal, and Federal clients. He has performed studies for ice storage plants with air cooled and water-cooled chillers to save the client money by using less on-peak electricity. He has designed several new projects that include chiller plants, as well as renovations, working closely with the end users to select and implement the mechanical systems to best meet their needs and budget constraints.

Contact

Phone: 561-689-2303, ext. 125
Email: klorinos@jlrdinc.com
Website: www.jlrdinc.com

Work Experience

Wellington WTP HVAC Upgrade Assessment
Wellington, FL

Wellington Water Treatment Plant Renovation
Wellington, Florida

PBC Fire Stations #19, 21, and 45 Renovations
Throughout Palm Beach County

WPB Fire Station #8
West Palm Beach, Florida

Village of Wellington WTP Booster Pump Study
Wellington, FL

PBC Fire Station #22
Westlake, Florida

City of Plantation – New Fire Station #1
Plantation, Florida

Chiller Replacements for SDPBC over 50 schools throughout Palm Beach County

Currie Park Master Plan
West Palm Beach, FL

YMCA at Holiday Park
Fort Lauderdale, FL

accord ENGINEERING

AIDA L. BAEZ, PE

Co-Owner & Structural Engineer

Years of Experience

23

Professional Licenses

Florida PE 90765

Nevada PE 029437

Areas of Expertise

Port Terminals

International Airports

Commercial / Retail

Government / Municipal

Hospitality

Entertainment

Healthcare

Industrial

Residential

Green Buildings

Technical Skills

Revit

AutoCAD

RAM Structural Suite

Tekla Structural Designer

Tekla Tedds

STADD Pro

RISA 3D

Languages

Spanish

EDUCATION

B.S., Civil Engineering, University of Massachusetts, MA

PROFESSIONAL EXPERIENCE

Ports and Airports

- PortMiami electric Rubber Tire Gantry (eRTG) Refrigerated Container Racks part of densification project, Miami, Florida, 2021
- United Airlines Dulles International Airport Terminal C FIS and CBIS Facilities Expansion, Dulles, Virginia, 2020. Cost: $90 M
- Port Everglades Terminal 4 Parking Garage and Pedestrian Bridge, Fort Lauderdale, Florida, 2017. Cost: $117M
- PortMiami Terminal F, Miami, Florida, 2016. Cost: $40M
- Greater Orlando Aviation Authority, Orlando International Airport Intermodal South Terminal C, Orlando, Florida, 2019. Cost: $1.8B
- Southwest Airlines at McCarran International Airport, Las Vegas, Nevada, 2009

Government/Public Facilities

- Palm Beach Cty 45th Street Complex, West Palm Beach, FL Present. Cost $22M
- Nancy J. Cotterman Center part of Broward Addiction Recovery Center, Fort Lauderdale, FL 2020. Cost: $13 M
- Ft. Lauderdale Aquatic Center, Fort Lauderdale, FL 2019
- Anthony Wayne Bridge Dehumidification Building, Toledo, Ohio
- Collingsworth General Hospital, Wellington, Texas, 2008.
- Fire Station Prototype, North Las Vegas, Nevada, 2007-08
- Stupak Community Center, Las Vegas, Nevada, 2007

Private/Commercial

- World Trade Center Complex – Superstorm Sandy Flooding Repairs, New York, NY, 2019
- Las Olas Curio Hotel, Fort Lauderdale, Florida
- The King's Academy Arts Theater, West Palm Beach, Florida, 2015. Cost: $9.5M
- Sailfish Point Fitness Center and 9th Hole Snack Shack, Stuart, FL, 2015
- The Breakers Hotel Fitness Center & Spa, Palm Beach, Florida, 2014. Cost: $15M
- Destin Commons Crossing, Destin, Florida, 2012. Cost: $27M.
- Bethesda Medical Office Building, Boynton Beach, Florida, 2012. Cost: $20M.
- Poggemeyer Office, Las Vegas, Nevada, 2006

Residential

- Ardens Community Clubhouse, and Site Amenities, Wellington, FL, 2016
- Bella Vita Apartment Buildings, Orlando, Florida, 2016
- Cobblestone Place Assisted Living Facility, Boca Raton, FL, 2015. Cost: $23.4M.
- University Park Dormitory, Boca Raton, Florida, 2012. Cost: $17M.
- New Mexico Highland University (LEED Silver), Las Vegas, New Mexico, 2008. Cost: $17 M.

Industrial

- Stryker Manufacturing Facility, West Lebanon, New Hampshire, 2005
- Boehringer-Ingelheim Process Facility, Danbury, Connecticut, 2004
- Abbott Laboratories Manufacturing Facility, Barceloneta, Puerto Rico, 2004
- Abbott Laboratories Process Facility, Worcester, Massachusetts, 2003:

accord ENGINEERING

CLIFTON NEWKIRK, PE, SI

Co-Owner & Structural Engineer

Years of Experience

10

Professional Licenses

Florida PE 87490
Florida SI 87490
Texas PE 141706

Areas of Expertise

Port Terminals
International Airports
Commercial / Retail
Government / Municipal
Hospitality
Healthcare
Industrial
Residential
Green Buildings

Technical Skills

Revit
Dynamo
AutoCAD
RAM Structural Suite
Tekla Structural Designer
Tekla Tedds
STADD Pro

EDUCATION

M.S., Civil Engineering - Structural Track, University of Central Florida In Progress
B.S., Architectural Engineering, University of Oklahoma

PROFESSIONAL EXPERIENCE

- City of West Palm Beach Howard Park Community Center, West Palm Beach, Florida.
- Cruise Pedestrian Bridge Gangway for Terminal 3, Port of Galveston, Texas.
- Weston Community Center, Weston, Florida. Structural Project Engineer. Cost: Approx. $20M
- Joint Governmental Center Campus, Fort Lauderdale, Florida. Structural Project Engineer.
- Orlando International Airport Intermodal South Terminal C, Orlando, Florida. Structural project engineer. Cost: $1.8B
- Las Olas Curio Hotel (formerly Hotel Indigo), Fort Lauderdale, Florida. Structural project engineer and performed Threshold Inspections.
- Port Everglades Terminal 4 Parking Garage and Pedestrian Bridge, Fort Lauderdale, Florida. Senior project engineer. Cost: $117M
- Port of Miami Terminal F, Miami, Florida. Structural project engineer. Cost: $40M
- Fire Station 45, Hollywood, Florida. Structural engineer. Cost: $3M
- Port Everglades Bond Engineering, Fort Lauderdale, Florida. Structural engineer. Client: Broward County.
- Addiction Recovery Center (BARC), Fort Lauderdale, Florida. Client: Broward County.
- Fort Lauderdale-Hollywood International Airport Terminal 4 Expansion Inspections, Fort Lauderdale, Florida. Structural engineer. Client: Broward County Aviation Department.
- Fire Rescue Station No. 86, Davie, Florida. Structural Project Engineer and performed threshold building inspections. Client: Davie. Cost: $4.5M
- Bella Vita Apartment Buildings, Orlando, Florida. Structural designer. Client: Bella Vita Apartments.
- The Breakers Hotel Spa, Palm Beach, Florida. Structural designer. Client: The Breakers Hotel. Cost: $5M
- Ocean Reef Carysfort Town Hall, Key Largo, Florida. Structural designer. Client: Ocean Reef Carysfort
- Buckingham Plaza Retail Center, Royal Palm Beach, Florida. Client: Buckingham Plaza.

KEITH B. JACKSON, P.E., VICE PRESIDENT
CIVIL ENGINEERING PROJECT MANAGER

A Higher Standard of Excellence
engenuity group inc.
ENGINEERS • SURVEYORS • GIS MAPPERS

EDUCATION
B.S., Civil Engineering, University of Florida, 1981

CERTIFICATIONS
State of Florida, Civil Engineering, P.E. #37289

AFFILIATIONS & AWARDS
- Member of the Florida Engineering Society
- State Director, Palm Beach Chapter (1998 – 2001)
- Past President (1987-1988) of Palm Beach Chapter
- Received 2007 League Received Engineer for the Year Award for American Society of Civil Engineers (2005)
- Received Engineer of the Year Award for the Florida Engineering Society (2001-2002)
- Received Young Engineer of the Year Award for Florida Engineering Society (1990-1991)
- Served on Florida Engineering Society committees: Scholarship, Awards, MATHCOUNTS, Chapter Activities, P.E. and E.I., Refresher Program, Membership Committees, Annual Meeting Steering Committee
- Member, American Public Works Association
- Member, National Society of Professional Engineers
- Member, Forum Club of the Palm Beaches
- Member, Economic Forum of Palm Beach County

Mr. Jackson is Engenuity Group's Client Services & Project Manager for many of the firm's continuing service clients. He is responsible for overseeing coordination, design and permitting for all civil engineering and transportation projects. Duties also include coordinating with governmental agencies, managing outside professionals, and providing contract and construction administration.

EXPERIENCE

Mr. Jackson has extensive experience in the design and permitting of many different types of civil engineering projects for both private and governmental clients. As a consultant for the past 38 years, recent projects completed under his direction include improvements to Anchorage Park, drainage rehabilitation on Corsair Drive, and sidewalk improvements in the Village of North Palm Beach SW area.

Representing the Village of North Palm Beach, Town of Lake Clarke Shores, the Village of Wellington, the Westgate/Belvedere Homes Community Redevelopment Agency, Palm Beach Atlantic University and South Florida Fairgrounds as their Consulting Engineer, Mr. Jackson works extensively with several other municipalities and drainage districts on a wide variety of capital improvement projects.

Earman River Intake Pump- North Palm Beach
The Village of North Palm Beach and Engenuity Group, Inc. worked together to demolish an existing lift station, and design a new dual- pump station, which included a new structured cover and faster pumps. Mr. Jackson prepared civil drawings, indicating drainage, grading, and pump station work. He also prepared a pollution prevention plan, and applications affiliated with the Village of North Palm Beach Drainage and South Florida Water Management District.

Culvert Repairs, Village of NPB
Provided Project Engineering services in connection with the repairs and replacement of drainage culverts on Pepperwood Circle South and on Anchorage Drive, south of Marlin Road, in the Village of North Palm Beach. Tasks ranged from civil design to bidding and construction phase services.

JENNIFER C. MALIN, P.S.M.
SURVEY PROJECT MANAGER

A Higher Standard of Excellence engenuity group inc.

EDUCATION

Bachelor of Science, Surveying and Mapping, University of Florida, 2003

CERTIFICATIONS

- State of Florida, Surveying and Mapping, LS #6667
- Qualified Stormwater Management Inspector

AFFILIATIONS & AWARDS

- Florida Surveying and Mapping Society member since 2005 (No. 8481)

Mrs. Malin is a Registered Land Surveyor in the State of Florida with over 19 years of experience in the field. She has been working at Engenuity Group, Inc. since 2003 and has a superior understanding of surveying and mapping concerns in South Florida. She is a seasoned AutoCAD Drafter who always produces the highest quality deliverables in a timely manner. Ms. Malin is the Director of our survey department, overseeing every aspect of daily operations.

EXPERIENCE

Village of North Palm Beach

- NPDES Reports
- Drainage System Mapping for Old Port Cove
- Boundary & Topographic Survey of Golf Course
- Boundary & Topographic Survey for Anchorage Park
- Topographic Survey of Corsair Drive
- Yacht Club Drive Bulk Head Topographic Survey
- Construction Staking and Recording Easement for Country Club
- Sketch and Description, Construction Staking for Anchorage Park
- Topography and Tree Surveys of Easterly Pathway at Anchorage Park
- Topographic Survey of Lighthouse Drive from Bridge to US 1
- GIS Mapping Services

Town of Lake Park

- Sketch & Legal Descriptions for 4 Locations on Jasmine Drive/2nd Court, Sabal Palm Dr./Redwood Dr., Foresteria Dr./10th St., & 7th Court/Date Palm Dr.
- Lake Park Marina Survey Exhibit
- Topographic Survey of Intersection of 10th Street, Prosperity Farms Rd, & Northern Drive
- Topographic Survey for Old Dixie Hwy Properties Septic to Sewer Conversion
- West Ilex Park Plat & Topographic Survey
- Park Avenue Road Diet & Watermain Topographic Survey
- West Park Ave. Streetscape Topographic Survey
- Tract A & B Legal Descriptions Review

Seacoast Utility Authority

- Topographic & Tree Survey for Donald Ross Rd. Low Pressure Forcemain Extension
- Topographic Survey & Sketch & Descriptions for Avenir/Western Communities Pipeline Extension
- Topographic Survey for Juno Road Forcemain Improvements
- Topographic Survey for Lake Park 12" Forcemain Improvements
- Topographic & Tree Survey & SUE Services for Eastpointe Blvd. Forcemain Research

City of Riviera Beach

- Topographic Survey of 13th Street (Dixie Highway to Avenue P)
- Topographic Survey of Blue Heron Blvd/Avenue P intersection

Registration:
- Professional Landscape Architect # LA0001666
- LEED Accredited Professional

Education:
- Bachelor of Landscape Architecture
  University of Georgia

Affiliations:
- American Planning Association
- Truist Advisory Board
- Gold Coast Builders Association Board of Directors
- Habitat for Humanity PBC Board of Directors (past)
- Hannah's Home of Tequesta Board of Directors
- Leadership Palm Beach County 2011
- Young Life of Palm Beach County Board of Directors (past)

Total Years of Experience: 32

JMorton PLANNING | LANDSCAPE ARCHITECTURE
3910 RCA Boulevard, Suite 1015
Palm Beach Gardens, FL 33410
(561) 500-5060 office • office@jmortonla.com
www.jmortonla.com

JENNIFER MORTON PLA, LEED AP

PRESIDENT

Jennifer Morton has 32 years of experience in landscape architecture, land planning, entitlements and project management. Ms. Morton's experience with land planning issues has provided her a wide range of projects including large-scale mixed-use developments, planned unit developments, neighborhood commercial centers, hotels, schools, parks, government facilities, churches, synagogues and overall institutional campuses. Over the years, Ms. Morton has been the sub-consultant for planning and landscape architecture services on many government projects including Palm Beach County's Vista Center Governmental Complex, and Palm Beach County Convention Center.

Her portfolio also includes park projects for Palm Beach County and local municipalities, Landscape Architecture services for the School Districts of Palm Beach and Martin Counties, and a variety of contracts for municipal continuing services in planning and landscape architecture.

Since founding JMorton Planning & Landscape Architecture in 2014, Ms. Morton has focused her efforts on creating a firm where innovative ideas and design and outstanding customer service are top priorities that every Client enjoys. Her team has the same dedication that she brings to every project, and is why JMorton has a reputation for excellence.

Project Experience:

Canyon District Park, Boynton Beach, Florida
Principal-In-Charge
- Community outreach and due diligence research related to entitlements prior to preparing the landscape, hardscape and littoral planting plans for a 53-acre regional park site.
- Worked closely with the Palm Beach County Parks and Recreation Department during the outreach meetings with the Coalition of Boynton West Residential Associations (COBWRA) and neighborhoods directly adjacent to the regional park to determine appropriate amenities to minimize impacts such as noise and light, and to communicate schedule.

Cobblestone Commons, Boynton Beach, Florida
Principal-In-Charge
- Provided Planning, Entitlement and Landscape Architecture services for the proposed commercial shopping center.
- Community outreach was a major factor in receiving support and ultimate approval by the Board of County Commissioners.
- COBWRA refers to this project as the "gold standard" for all future commercial projects.

Tequesta Park, Tequesta, Florida
Principal-In-Charge
- Assisted Community Development Director with neighborhood outreach efforts to receive input from community adults and children as part of the design process
- Led individual tables to identify needs including "out of the box" thinking.
- Facilitated discussion to include emphasis on existing vegetation.

REGISTRATION
- Professional Landscape Architect # LA6667416

EDUCATION
- Bachelor of Landscape Architecture
  University of Illinois

AFFILIATIONS
- American Society of Landscape Architects

Total Years of Experience: 18

Morton
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Palm Beach Gardens, FL 33410
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MICHELLE DUCHENE, PLA, ASLA
DIRECTOR OF LANDSCAPE ARCHITECTURE AND DESIGN

When Michelle Duchene graduated from the University of Illinois in 2005, she relocated to South Florida and focused her career on Palm Beach County and the surrounding regions. Her portfolio includes a wide range of projects from high-end residential and elite equestrian estates and event grounds, to large and small-scale industrial and commercial, multi-family residential, and institutional projects including museums, public parks and schools, and County fire stations.

With 18 years of experience preparing code-compliant plans across many municipalities in Palm Beach County, Ms. Duchene brings specialized knowledge of municipal code interpretations and applications. Working closely with her colleagues of Planners and Site Designers, Ms. Duchene has the expertise to provide conceptual site design, through construction and close out. Throughout her career, she has been contracted to provide consulting work for municipalities, including the Town of Haverhill where she provided Landscape Plan review, inspections, and contributed to code updates and re-writes for several years. Ms. Duchene also sits on Palm Beach County's LDRAB Subcommittee as an interested party, bringing experience from the private sector to ensure code modifications are well rounded and reasonable. Currently, she performs site and landscape plan review for the City of Riviera Beach, represents the City during meetings with applicants, and utilizes the City's online system to provide comments and other conditions pertaining to applications.

Project Experience:

Village of Palm Springs Public Safety Building, Palm Springs, Florida
Project Manager
- Scope includes Conceptual Landscape Design and Final Contract Documents and Specifications
- Expansion includes modifications to parking lot, securing a portion of the site, relocating existing trees and water feature, and outdoor patio space for the employees
- Proposed landscape design integrates plant material from existing campus to the addition
- Shade trees are proposed in the parking lot to provide shade and reduce the heat island effect

West Riviera Beach Elementary School, Riviera Beach, Florida
Project Manager
- Landscape and irrigation oversight
- Classroom buildings hug a courtyard landscape feature, which is flanked by landscaped children's play areas
- Sensory garden that incorporates landscape, hardscape, and raised planters
- Florida-Friendly landscape principles provide for low maintenance landscape with environmentally sustainable practices

Villages of Windsor Dog Park, Palm Beach County Parks & Recreation, Lake Worth, Florida
Landscape Architect
- Site design for Phase I of 31-acre public park
- Site consists of lakes, dog parks, fitness trails, picnic areas
- Preparation of presentation graphics
- Future contracted Landscape Design for all planted areas and littoral areas

AVAILABILITY

The studio team we have presented in this proposal will be dedicated to the Village of North Palm Beach. We commit to you our focused attention to provide excellent and timely service. We, and our sub-consultant team have the available resources to fully staff this contract and commit the proposed team throughout the duration of any project process from design through construction administration.

TECHNICAL CAPABILITIES + EXPERIENCE

Our comprehensive array of services enables us to meet all of our clients' facility needs from facility assessments, programming and master planning, to architecture and interior design through construction administration. Our talented team includes registered architects as well as graduate architects pursuing their internship process toward licensing. We believe strongly in educating and mentoring the next generation of professionals. Innovation and education happens 360 degrees in our firm with the younger generation teaching and utilizing our state-of-the art design and communication technology.

TECHNOLOGY:

- AutoCad
- Revit
- SketchUP
- BIM 360
- 3D Printing
- Virtual Reality
- Microsoft Office Pro
- Photoshop
- Illustrator
- InDesign
- Forecast
- 3D Scanning
- 360 + Drone Photography

RESOURCES:

Registered Architects	7
Graduate Architects	15
LEED Accredited Professionals	5
Licensed Interior Designers	2
Construction Administrators	4
Specification Writers	3
Revit Specialists	6

Schedule Management

Schedule conformance is maintained by establishing a master schedule at the project inception. Buy-in for the schedule will be established in the first stakeholder meeting. The design team will review the schedule weekly to ensure that schedule goals are being met. We have the ability to assign additional manpower if needed to meet all deadlines.

During construction, the Song + Associates team helps the contractor and owner maintain the project schedule. When questions or unforeseen issues arise, our collaborative approach brings together all project participants to quickly gain understanding and consensus for the path forward. We seek to provide comprehensive data for informed decision-making. This includes looking not only at initial construction and installation cost and time, but also evaluating the life-cycle, maintenance, and energy impacts of potential changes. Our design philosophy can be summed up in one simple phrase – "We listen." When all parties share a clear definition of the goals, the schedule can be pursued with the highest efficiency.

Cost Control

Our team brings very recent experience and knowledge of construction industry cost data for similar public projects. When making decisions about materials or systems, we seek the highest value for our clients not simply comparing upfront construction cost, but also taking into account the durability and maintenance cost as well as energy efficiency. Our quality control and constructibility processes are led by Robert Castrovinci, AIA. As an architect and principal, he brings a practical approach and depth of knowledge to budget analysis and cost control, guiding the owner and design team toward balanced solutions.

Each milestone, will include cost analysis and informing the owner of changes to the cost model. We know that the earlier in the process decision can be made gives rise to the most cost savings. Changes made late in the process can be very costly. We work as a unified team to monitor the budget and keep to the design intent established at the project start. Early validation of design decisions is the key to controlling project cost.

Past Experience

Examples of our experience providing Architectural services, required of this RFQ, to other public sector clients can be found on the following pages.

GREENACRES YOUTH CENTER | GREENACRES, FL

OWNER CONTACT:
City of Greenacres
5800 Melaleuca Ln.,
Greenacres, FL 33463
Andrea McCue
561-642-2017
amccue@greenacresfl.gov

SERVICES PROVIDED:
Architectural Design
Interior Design
Engineering (sub-consultants)
Construction Administration

CONSTRUCTION COST:
$6,500,000 million (est.)

CONTRACT AMOUNT:
$335,200

COMPLETION:
TBD

PROJECT SIZE:
17,000 sf

Given Greenacres commitment to plant and maintain trees, the intent is to bring the outdoors inside and create a fun transitions between the 2 spaces using color, pattern, and material.

The City of Greenacres provides youth programs throughout the year for after-school care as well as summer camps bringing enrichment programs to the young people of the community. Ages range from kindergarten to high school with engaging programs for all age groups. These include the arts, computer technology and culinary activities. The Youth Center sits within the existing Community Center campus and integrates with the other facilities including indoor and outdoor recreation. The youth canter includes a 'Center of Gravity', multipurpose gathering space opening to a light-filled courtyard space.

The project is soon to begin construction and recently received $1 million in federal grant funds.

PALM SPRINGS POLICE BUILDING RENOVATION | PALM SPRINGS, FL

OWNER CONTACT:
Village of Palm Springs
226 Cypress Lane
Palm Springs, FL 33461
Walt Sanchez
561.584.8200 ext. 8713
wsanchez@vpsfl.org

SERVICES PROVIDED:
Architecture
Interior Design
Engineering (Sub-Consultants)
Construction Documents
Construction Management

CONSTRUCTION COST:
$6,536,000 (est.)

CONTRACT AMOUNT:
$689,055

COMPLETION:
November 2023 (est.)

PROJECT SIZE:
14,000 SF New Construction
12,000 SF Renovation

Song + Associates was engaged by the Village of Palm Springs for an expansion and renovation of the existing Police Department Building. One of the primary goals of this project was to re-organize the department groups to improve efficiency of functions and to accommodate future growth and adaptability. The project includes a 5,000 SF one-story addition, a two-story, 9,000 SF addition, as well as approximately 6,200 SF of remodeling of the existing Police Department space.

When completed the Police Building will have approximately 24,000 SF of new and renovated spaces, including Police Department Administration and support space and a multi-purpose training/meeting room.

CITY OF BOCA RATON MASTER PLAN | BOCA RATON, FL

OWNER:
City of Boca Raton
201 West Palmetto Park Rd.
Boca Raton, FL

SERVICES PROVIDED:
Master Planning
Programming
Conceptual Design

COMPLETION:
Conceptual Master Plan: March 2019

CONTRACT AMOUNT:
$38,587

Song + Associates was engaged by the City of Boca Raton to develop a Master Plan for their government campus. The redevelopment of the campus will include a new City Hall, Community Center, and Police Department set within a cohesive campus with the existing library and children's museum. The master planning effort began with comprehensive public input process including open workshop meetings and online surveys of residents and business owners. The design team worked closely with the City staff and council members to define a shared vision for the campus to become the true civic heart of the community. The site's open space includes a civic plaza for ceremonial gathering and meandering green space for festivals and green markets. The Community Center will be over 70,000 sf including public meeting space and fitness and sports facilities, opening to another expansive green space for recreation.

COMMUNITY GARDEN + LINEAR PARK | RIVIERA BEACH, FL

OWNER CONTACT:
City of Riviera Beach CRA
2001 Broadway, Suite 300
Riviera Beach, FL 33404
Annetta Jenkins
(561) 844-3108
ajenkins@rbcra.com

SERVICES PROVIDED:
Community Workshops
Programming/Master Planning
Architectural Design
Engineering (sub-consultants)
Construction Documents
Construction Administration

COMPLETION:
April 2016

CONSTRUCTION COST:
$500,000, on budget

PROJECT SIZE:
1 acre

The community garden was developed on a vacant parcel of land that separates the residential community from neighboring commercial uses creating a natural buffer and much needed park space. The garden, open to all, provides food to local church organizations and food banks. Children from nearby schools are brought to the garden to learn about horticulture and sustainable practices for growing plants and vegetables, by utilizing the rainwater irrigation system. The design includes cisterns for rainwater collection, covered trellis walkways that provide shade, and a small plaza to accommodate community gatherings and green markets. In addition, Song + Associates refurbished a donated shipping container to serve as the garden's tool shed as well as a public restroom.

The Linear Park is located in the Riviera Beach Heights neighborhood and includes new concrete sidewalks with inlaid tile mosaics, new landscaping, security cameras, and lighting. This site is located just south of the Community Garden.

DELRAY BEACH CRA CONTINUING CONTRACT | DELRAY BEACH, FL

OWNER CONTACT:
Delray Beach CRA
20 N. Swinton Avenue
Delray Beach, FL 33444
Renee Jadusingh
561-276-8640
jadusinghr@mydelraybeach.com

SERVICES PROVIDED:
Programming/Master Planning
Architectural Design
Engineering (sub-consultants)
Interior Design
Construction Documents
Construction Administration

CONTRACT START:
2018

CONSTRUCTION COST:
Varies, Under $2,000,000

PROJECT SIZE:
Varies

Our Continuing Annual Contract Services for minor projects for the Community Redevelopment Agency has included design, Historic Board approval, and construction documents for an addition and renovation of a historic home to serve as the CRA Office (pictured).

Additional recent work has included the design of a two-story building to be constructed as a shell building for future interior build-out for retail and/or office use. The approved design has a proposed 7,514 square footage of air-conditioned space. The covered parking garage is approximately 2,814 square feet. This project is located in the West Atlantic Neighborhood of Central Business District and should serve as a catalyst for the economic development of the surrounding area.

NEIGHBORHOOD REVITALIZATION | RIVIERA BEACH, FL

OWNER CONTACT:
City of Riviera Beach CRA
2001 Broadway, Suite 300
Riviera Beach, FL 33404
Annetta Jenkins
(561) 844-3108
ajenkins@rbcra.com

SERVICES PROVIDED:
Community Workshops
Programming/Master Planning
Architectural Design
Engineering (sub-consultants)
Construction Administration

COMPLETION:
Continuing Contract, 2011-2016

CONSTRUCTION COST:
Varies, Under $2,000,000

PROJECT SIZE:
Varies

Song + Associates was commissioned for master planning projects for the CRA to develop strategies for immediate and future implementation. The project proposes plans to define and connect neighborhoods to improve community cohesiveness and encourage sustainable economic development. The project includes wayfinding/signage design, streetscape, zoning, traffic calming, maintenance and monitoring programs, and community gardens and parks within the CRA. We have worked closely with the Riviera Beach Police Department to employ leading edge crime prevention technology. The basis of design complies with both the CRA Citizen's Master Plan, 2008 and the Treasure Coast Regional Planning Council.

The project is divided into several distinct areas: Riviera Beach Heights, includes business district marketing strategies; Blue Heron South - "Vision for a New Downtown"; Marina District North Neighborhood; Broadway West Neighborhood, includes neighborhood strategies along Avenue E and civic and commercial development on Broadway.

SUB-CONSULTANTS:

JLRD, Inc. | MEP Engineers

Founded in 1991, JLRD, Inc. has established itself as a leader in the MEP/FP consulting profession. The firm's success as best evidenced by their long-term client relationships and stands as a testament to the quality and value of the services provided.

Over the past 32 years JLRD has provided hundreds of superior, high-performance Mechanical, Electrical, Plumbing and Fire Protection designs for Local, State, and Federal entities, all levels of education – K-12, College, and University, as well as NASA, and other public and private clients. JLRD provides quality documents and Construction Administration services regardless of the size of the project. They work with clients closely, from conception to completion, to ensure MEP systems are long-lived, easily maintained and energy efficient. JLRD's experience also includes the necessary mechanical, electrical, plumbing, and fire protection systems needed for CAT 5 facilities.

They also offer a wide range of professional electrical engineering services to commercial, industrial, and institutional clients. Safety is the utmost concern in their designs. Energy efficiency, power quality, system flexibility, and cost effectiveness are fundamental design considerations factored into every project. JLRD has produced numerous projects related to improving standby power, including conducting studies and designs for generator additions, replacements, and installations for residences, commercial buildings, schools, surgery centers, and hospitals. Their detailed designs provide the owner with increased reliability and redundancy, mitigate sound, and exhaust concerns, and facilitate maintainability.

JLRD's plumbing design department has extensive and varied experience with plumbing systems, not only for new building designs, but also in dealing with existing systems. Their plumbing designers are aware of the finer details, such as laying out plumbing systems that flow smoothly and avoid water hammer or other flow noise issues. They design plumbing systems that work well, are economical, and can be cleaned and maintained easily.

As an integral component of a facility's life safety systems, JLRD has provided the analysis and design of a wide variety of fire suppression systems ranging from deluge systems delivering 5,000 GPM at 70 psi for a 525-foot high-rise structure, to hangar foam systems, rack storage, and dry-agent Mission Critical applications.

ACcord Engineering, Inc.| Structural Engineers

ACcord Engineering, Inc. is a Structural Engineering firm, established in 2021, and strategically located in Boca Raton, FL to service all of South Florida. The partners, Aida Baez, PE and Clifton Newkirk, PE, have over 30 years of combined experience in the structural engineering field. After having worked together in multiple firms in South Florida for over 10 years, the partners developed a plan to implement the advanced technology skills and high-quality design experience they've acquired in large and global firms and offer those services as a small local firm.

ACcord Engineering, Inc. has substantial experience with sustainable projects, working in LEED certified Silver and Gold projects, nationally. One of the reasons for which ACcord Engineering was established was to be able to team up with more socially conscious design teams and bring projects to our society that resemble our core values. Their team can share their experience as well as their passion and commitment to improving our community and environment by providing sustainable and socially conscious designs.

ACcord provides structural engineering design consulting and inspection services. Their main market sectors are municipal, commercial, and residential projects. Their goal is to provide clients with a complete design, to ensure quality control, and assure that their vision is met from the initial planning phases through the project turnover. They are focused on providing design services as structural engineering consultants to develop well-rounded and thorough designs. Offering their skills and expertise to provide excellent design and analysis, while producing high-quality construction documents.

Engenuity Group | Civil Engineers + Surveyors

Engenuity Group, Inc. was founded in 1978 to provide professional civil engineering services to the South Florida community. These services included design of paving, grading, drainage, wastewater collection, and water distribution systems, along with permitting, construction observation, and construction administration. Professional surveying services were added in 1984 and GIS Services in 1998. In 2008 the firm was reorganized. This reorganization allowed them to be designated as a Disadvantage Business Enterprise (DBE), Minority Business Enterprise (MBE), Small Business Enterprise (SBE), and Certified/Small Business Enterprise (CBE) in Broward County.

Engenuity Group offers a full range of services in Civil Engineering, Surveying, GIS Mapping, and Construction Contract Administration. For 40 years they have been providing professional service to clients and are dedicated to the development and economic prosperity of the local community, whether they are in the private sector or public sector, whether they are urban land developers or agricultural enterprises.

Engenuity Group project managers are an innovative, resourceful and creative team who possess a sense of urgency and ownership that they bring to each and every project. Their principals and project managers have extensive experience in developing cost effective designs and solving challenging permitting problems. The firm's use of state of the art electronics in surveying and computer aided design and drafting assures clients of accurate surveying work and rapid turnaround times.

Areas of expertise include GIS data collection and creation, NPDES reporting, expert witness, condemnation, grant applications, storm water analysis, drainage, wastewater collection and transmission, water distribution, roadways, permitting, construction observation, bidding, construction contract administration, boundary, topographic survey and hydrographic surveys, construction staking, legal descriptions, plat review and preparation, as-built record surveys, mean high water line survey, special purpose survey, and quantity survey.

JMorton Planning + Landscape Architecture | Landscape Architects

JMorton is an S Corporation, founded in 2014 by firm President, Jennifer Morton. They are an experienced team of Landscape Architects and Designers, Land Planning Professionals, and dedicated support staff. Their goal is to provide superior Planning and Landscape Architecture services and designs, that when implemented, significantly improve our local communities. To this end, JMorton is committed to the highest level of customer service, excellence in work product, and innovative designs that function now and in the future.

JMorton brings decades of landscape architecture experience to every project. Jennifer Morton, PLA and LEED AP, has been the sub-consultant for planning and landscape architecture services on many government projects including Palm Beach County's Vista Center Governmental Complex, Palm Beach County Convention Center and many other projects throughout Southeast Florida.

As a firm, the JMorton team is mindful of their responsibility to incorporate sustainable design principles into every project. They take measures to institute environmentally friendly standards in all aspects of design.

LITIGATION:

Song + Associates, Inc. has had no ligation cases during the past three (3) years in which the proposing firm has been a named party. Song + Associates, Inc. has resolved all issues throughout our firm's history without the need for court action.

ENERGY EFFICIENT + SUSTAINABLE VISION EXPERIENCE

Sustainability is a goal of Song + Associates, Inc. for all of our clients' projects. Maximizing our climate to gain solar and wind power, selecting green materials and finishes that are good for our planet, and promoting efficiency of building systems and lighting controls that will safeguard the health and welfare of the building's occupants is paramount to our design mission. While cost is still a factor for many clients who desire a LEED certified building, "Green" is our constant goal. Some of our completed "green certified" projects include:

- SWA Visitor's Center – LEED v3 Platinum
- Everglades Elementary School (SDPBC) – LEED v2.2 Gold Certified
- FAU Harbor Branch LINK Building- LEED v2.2 Silver
- Corporate Auditorium – LEED v3 Silver
- PBSC Bachelor's Program Building – LEED v3 Silver
- Rosenwald Elementary School (SDPBC) – LEED v3 Silver
- Riviera Beach Marina Event Center- LEED Silver Certified
- Evernia Senior Living Center – Florida Green Building Council Certification

The implementation of USGBC LEED and other similar certification processes has had a lasting impact on the construction industry. Building codes have been improved and manufacturers have responded with 'greener' and more efficient products, finishes, and systems. The Florida Building Code now requires commissioning of lighting and other systems in many instances. Our team including our consultants have experience providing commissioning services as well as working with a third party commissioner. Our goal on all public projects is to ensure the building construction supports responsible environmental stewardship and functions efficiently respecting the taxpayer dollars that support its ongoing operations.

<u>Low Energy Use Design</u>

We recently designed the Osceola Business Academy with Low Energy Use Intensity (EUI) design strategies. This project has been tested and commissioned to have an EUI of 22.6 versus 54 for a building of traditional construction- less than half the energy use! This was achieved with less than 2% impact on the construction cost of the project. In the future as technology improves and costs decrease for alternative energy sources such as solar panels, this building is designed to be converted to Net Zero. The project was recognized in 2021 with an award from the Florida Educational Planners Association (FEFPA).

REFERENCES

West Palm Beach CRA
Ana Maria Aponte, Deputy Director
561-822-1550

Town of Jupiter
Amanda Barnes, Utilities Director
561-741-2537

City of Greenacres
Andrea McCue, City Manager
561-642-2017

City of Lake Worth Beach
William Waters, Dir. of Community Sustainability
561-586-1634

Village of Palm Springs
Walt Sanchez, Project Manager
561.584.8200 ext. 8713

School District of Palm Beach County
Gary French, Project Manager
561-660-3117

Palm Beach County Supervisor of Elections
Wendy Link, Supervisor of Elections
561-656-6200

Palm Beach County Tax Collector
Anne Gannon, Tax Collector
561-355-2805

Delray Beach CRA
Renee Jadusingh, Esq., FRA-RA, Executive Director
561-276-8640

Palm Beach County
Fernando Del Dago, AIA,
Facilities Development + Operations Director
561-233-5276

Ron DeSantis, Governor — Melanie S. Griffin, Secretary — dbpr

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THE ARCHITECT HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

CASTROVINCI, ROBERT M.
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103 LUNATA CT.
JUPITER FL 33478

LICENSE NUMBER: PE51936
EXPIRATION DATE: FEBRUARY 28, 2025
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Ron DeSantis, Governor — Melanie S. Griffin, Secretary — FBPE

STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

LORINOS, KEITH EDEL
1161 KINGLET TERRACE
WELLINGTON FL 33414

LICENSE NUMBER: PE78794
EXPIRATION DATE: FEBRUARY 28, 2025
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STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
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JACKSON, KEITH BYRON
341 BAY COLONY DR. N.
JUNO BEACH FL 33408

LICENSE NUMBER: PE37289
EXPIRATION DATE: FEBRUARY 28, 2025
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Ron DeSantis, Governor — Melanie S. Griffin, Secretary — dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE
THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

DUCHENE, MICHELLE LYNN
6927 BAYSHORE DRIVE
LAKE WORTH FL 33462

LICENSE NUMBER: LA6667416
EXPIRATION DATE: NOVEMBER 30, 2025
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ISSUED: 10/17/2023
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Ron DeSantis, Governor — Melanie S. Griffin, Secretary — dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
BOARD OF LANDSCAPE ARCHITECTURE
THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

MORTON, JENNIFER LEE
JMORTON PLANNING & LANDSCAPE ARCHITECTURE, INC.
3910 RCA BLVD.
SUITE 1015
PALM BEACH GARDENS FL 33410

LICENSE NUMBER: LA0001666
EXPIRATION DATE: NOVEMBER 30, 2025
Always verify licenses online at MyFloridaLicense.com

ISSUED: 11/30/2023
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Ron DeSantis, Governor — Melanie S. Griffin, Secretary — FBPE

STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES

BAEZ, AIDA LYNETTE
433 PLAZA REAL
SUITE 275
BOCA RATON FL 33432

LICENSE NUMBER: PE90765
EXPIRATION DATE: FEBRUARY 28, 2025
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Ron DeSantis, Governor — Melanie S. Griffin, Secretary — FBPE

STATE OF FLORIDA
BOARD OF PROFESSIONAL ENGINEERS
THE PROFESSIONAL ENGINEER HEREIN IS LICENSED UNDER THE PROVISIONS OF CHAPTER 471, FLORIDA STATUTES
SPECIAL INSPECTOR NUMBER: 87490

NEWKIRK, CLIFTON
433 PLAZA REAL
SUITE 275
BOCA RATON FL 33432

LICENSE NUMBER: PE87490
EXPIRATION DATE: FEBRUARY 28, 2025
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Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6500

License No.: LS6667
Expiration Date February 28, 2025

Professional Surveyor and Mapper License
Under the provisions of Chapter 472, Florida Statutes

JENNIFER C MALIN
1280 N CONGRESS AVE STE 101
WEST PALM BEACH, FL 33409-

WILTON SIMPSON
COMMISSIONER OF AGRICULTURE

Florida Department of Agriculture and Consumer Services
Division of Consumer Services
Board of Professional Surveyors and Mappers
2005 Apalachee Pkway Tallahassee, Florida 32399-6508

License No.: LB6603
Expiration Date February 28, 2025

Professional Surveyor and Mapper Business License
Under the provisions of Chapter 472, Florida Statutes

ENGENUITY GROUP INC
1280 N CONGRESS AVE STE 101
WEST PALM BEACH, FL 33409-6377

NICOLE "NIKKI" FRIED
COMMISSIONER OF AGRICULTURE

RFQ EXHIBIT "A"
PUBLIC ENTITY CRIMES STATEMENT
UNDER § 287.133, FLORIDA STATUTES

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by Robert Castrovinci, Principal
(print individual's name and title)
for Song + Associates, Inc.
(print name of entity submitting sworn statement)

whose business address is 1545 Centrepark Drive North, West Palm Beach, FL 33401

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0848859

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

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

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

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

The foregoing document was sworn and subscribed before me this 19 day of December, 2023 by Robert Castrovinci, who is personally known to me or produced _____ as identification.

Perry Douglass
Comm. #GG955662
Expires: May 1, 2024
Bonded Thru Aaron Notary

_____
Notary Public
My Commission Expires: 5/1/2024

RFQ EXHIBIT "B"
DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids or proposals which are equal with respect to price, quality, and service are received by any political subdivision for the procurement of commodities or contractual services, a bid or proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid or proposal 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 or proposal, 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 firm complies fully with the above requirements.

Proposer's Signature

12/19/23
Date

RFQ EXHIBIT "C"
SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

This sworn statement is submitted to the Village of North Palm Beach, Florida

by Robert Castrovinci, Principal
(print individual's name and title)
for Song + Associates, Inc.
(print name of entity submitting sworn statement)

whose business address is 1545 Centrepark Drive North, West Palm Beach, FL 33401

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0848859

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:

A. Does not participate in the boycott of Israel; and

B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

A. Is not on the Scrutinized Companies with Activities in Sudan List; and

B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over $1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

(Signature)

The foregoing document was sworn and subscribed before me this 19 day of December, 2023 by Robert Castrovinci, who is personally known to me or produced _____ as identification.

Perry Douglass
Comm.#GG955662
Expires: May 1, 2024
Bonded Thru Aaron Notary

Notary Public
My Commission Expires: 5/1/2024

RFQ EXHIBIT "D"
SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(a), FLORIDA STATUTES, ON DISCRIMINATION

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by Robert Castrovinci, Principal
(print individual's name and title)
for Song + Associates, Inc.
(print name of entity submitting sworn statement)

whose business address is 1545 Centrepark Drive North, West Palm Beach, FL 33401

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0848859

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that "discrimination" as defined in Section 287.134(1)(b), Florida Statutes, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion.

3. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of an entity that discriminated; or

b. An entity under the control any natural person who is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another entity, or the pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity.

4. I understand that an "entity" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

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

__X__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been placed on the discriminatory vendors list.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives,

partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the discriminatory vendors list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

The foregoing document was sworn and subscribed before me this 19 day of December, 2023 by Robert Castrovinci, who is personally known to me or produced _____ as identification.

NOTARY PUBLIC STATE OF FLORIDA

Perry Douglass
Comm.#GG955662
Expires: May 1, 2024
Bonded Thru Aaron Notary

Notary Public
My Commission Expires: 5/1/2024

REG
ARCHITECTS
since 1988

Village of North Palm Beach

Architectural Consultant Continuing Services Contract

120 S OLIVE AVENUE, SUITE 210 WEST PALM BEACH, FL 33401 (561) 659-2383 REGARCHITECTS.COM

REG Architects Project Team

PRESIDENT/PRINCIPAL PROJECT ARCHITECT
Rick Gonzalez, AIA
- Over 37 years' experience, quality control and assurance.

VICE PRESIDENT
Manuel Ayala, AIA, LEED AP
- Over 25 years' experience, quality control and assurance.

SENIOR PROJECT DESIGNER
Vlad Dumitrescu, AIA, LEED AP, Associate
-

SENIOR PROJECT MANAGER
John Tuckus, AIA, LEED AP
- Over 23 years' experience, assigned project manager.

Subconsultant Team Proposed

LANDSCAPE ARCHITECTURE & LAND PLANNING
Cotleur & Hearing
Donaldson Hearing, PLA, ASLA, LEED AP

CIVIL ENGINEERING & SURVEYING SERVICES
Engenuity Group, Inc.
Keith Jackson, PE

STRUCTURAL ENGINEERING
ONM&J, Inc.
Dwayne Jackson, PE

MEP ENGINEERING
FAE Consulting
Ursula Iafrate, PE

GEOTECHNICAL ENGINEERING
Universal Engineering Sciences
Carlos Mercado, MS, PE

December 14, 2023

James Anthony
Public Works Facilities Manager
Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, FL 33408

Re: Village of North Palm Beach - Architectural Consultant Continuing Services Contract 2023
5HTXHVW)RU4XDOLÊDWLRQ

Dear Mr. Anthony and members of the selection committee:

REG Architects, Inc. and subconsultants is honored to submit this response for the Village of North Palm Beach's architectural consultant on a continuous as needed basis. If awarded, we understand potential projects received under this contract could be for various assessments, studies, remodels, renovations, expansions and designs to the Village's properties and facilities. Some of our relevant experience includes currently holding a continuing architectural services contract with the City of Port St. Lucie, Martin County, Town of Lake Park, City of Riviera Beach, and with the School District of Palm Beach County.

7KHPDMRULWRIRXUÔPVSURMHFWVLQOHUHQDWLRQDFLOLWHKQDEHPHQWVSUHVHUDWLRQ
UHVWRUDWLRQFURVVDOOEXLOGLQWSHVWKURXJKRXWWKH6WDWHRIORULGDZWKDVLJ
Palm Beach County. Our decades-long experience in this range of work has equipped us with the knowledge and insights to competently serve the Village, offering prompt solutions and minimizing potential issues.

Our team of local professionals for this solicitation is comprised of:

Architecture	REG Architects, Inc.
Landscape Architecture & Land Planning	Cotleur & Hearing
Civil Engineering & Surveying Services	Engenuity Group, Inc.
Structural Engineering	ONM&J, Inc.
MEP Engineering	FAE Consulting
Geotechnical/Environmental Engineering	Universal Engineering Sciences

PROVEN EXPERIENCE - We have vast experience on a variety of projects large and small for local municipalities and government entities. A majority of the projects we have worked on constitute CM@Risk project delivery method.

PROACTIVE - Our 35 plus years of experience has given us the ability to anticipate potential issues at the onset of a project in turn saving you, the client, time and money. We also strive to maintain clear communication with the building department to streamline the permitting

process as much as possible.

COMMITMENT - REG is dedicated to cultivating enduring relationships with our clients and anticipates the commencement of a lasting relationship with the Village of North Palm Beach. The demonstrated success we have achieved with similar local municipalities serves as evidence of our team's responsiveness and commitment to delivering high-quality work.

[illegible]

Within our staff of 21 talented individuals, REG has assembled a dedicated and specialized team that is experienced and well versed in the Village's requirements and methodologies. We have the staff, and commitment to do this assignment!

We are grateful for this opportunity and look forward to starting a long-lasting relationship providing design services for the Village of North Palm Beach.

Sincerely,
REG Architects, Inc.

Rick Gonzalez, AIA, Co-Founder & President
rick@regarchitects.com

Table of Contents

TAB 1 - Consultant Information

7$%RXOWDQW7HFKQFDO4XDOLÊDWLRQ

TAB 3 - Miscellaneous Information

TAB 1 - Consultant Information

Tequesta Recreation & Community Center
Tequesta, FL

Corporate Status - Certificate of Authority

REG Architects, Inc. is located at 120 South Olive Ave Suite 210 West Palm Beach FL 33401, ZLFKZOOEHWKHRQRIÊHWRVXSSRUWSURMHFWVUHVXOWLQURPWKLVFRQVUDFW

State of Florida
Department of State

I certify from the records of this office that REG ARCHITECTS, INC. is a corporation organized under the laws of the State of Florida, filed on June 14, 1989.

The document number of this corporation is K95622.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 6, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

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

Secretary of State

Tracking Number: 8112356094CC

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

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

Company Profile

REG ARCHITECTS since 1988

REG Architects specializes in Architecture, Historic Preservation, Interior Design and Community Planning.

[illegible]
Enterprise and has been offering comprehensive design services for over 35 years. REG was originally established by a father and son Architectural Team. The Firm's philosophy includes pursuing projects that are deemed important for the good of the local area.

[illegible]
building design, architectural site plans, neighborhood plan development, urban design, construction observation, feasibility studies, historic analysis, expert witness services, grant writing, public outreach, workshops and engagement, and interior design.
[illegible]
Revit design have become staple products to help promote projects for our clients.

Recently completed projects include:

- [illegible]
- [illegible]
- Tequesta Recreation & Community Center
- [illegible]

Historic Sunset Lounge

REG Architects Project Team

Rick Gonzalez, AIA, President
Manuel Ayala, AIA,LEED AP, Vice President
Vlad Dumitrescu, AIA, LEED AP, Associate Sr Project Designer
John Tuckus, AIA, LEED AP, Sr Project Manager

1916 Palm Beach County Court House

REG Architects Organization

Today the firm has a team concept in place with our office being supervised by two managing principals, Rick Gonzalez and Manuel Ayala, that are involved from inception to completion of each project at
[illegible]
review outstanding issues and plan the staff work accordingly. With over 40 years' experience in the
[illegible]
assists the principals as head of the Design Department.

[illegible]
assistance from the senior project managers
[illegible]
this a priority in his responsibilities at REG. He has the authority to make decisions and implement solutions, while keeping the president of the company always informed and is committed to working closely with all stakeholders on our projects.

REG
ARCHITECTS
since 1988

During construction, routine site visits and observations are conducted for the project by the assigned senior project manager, John Tuckus. At crucial milestones, DGGLWLRQDO YLVLWV DUH SHUIRUPHG E\ WKH SURMHFW GHVLJQ WHDP WR UHYLHZ WKH GHVLJQ DQG DVVLVW ZLWK DQ\ LVVXHV WKDW PD\ KDYH EHHQ SUHVHQWHG 5HJXODUO\ VFKHGXOHG SURJUHVV PHHWLQJV DUH KHOG LQ RUGHU WR NHHS DOO SDUWLHV ZHOO LQIRUPHG DV WR WKH SURJUHVV RI FRQVWUXFWLRQ WKURXJK WKH XVH RI GHWDLOHG PHHWLQJ PLQXWHV

The high quality of REG's professional services has EHHQ UHFRJQL]HG E\ QXPHURXV LQGXVWU\ DZDUGV DQG UHFRJQLWLRQ DV D OHDGHU LQ WKH SURIHVVLRQ RI $UFKLWHFWXUH DW WKH VWDWH ORFDO DQG QDWLRQDO OHYHOV 0DQ\ RI WKH SULQFLSDOV DQG LWV SURMHFWV KDYH EHHQ SXEOLVKHG

All in all, our staff of 21 individuals working together can further REG Architect's philosophy of a "team" approach. This is evident in the quality of our products and services, which is only possible through a high HPSOR\HH UHWHQWLRQ UDWH DQG WKH ORQJ WHUP UHODWLRQVKLSV ZH KDYH HVWDEOLVKHG Individual experience relevant to this project is contained within each employee resume.

Eastpointe Country Club

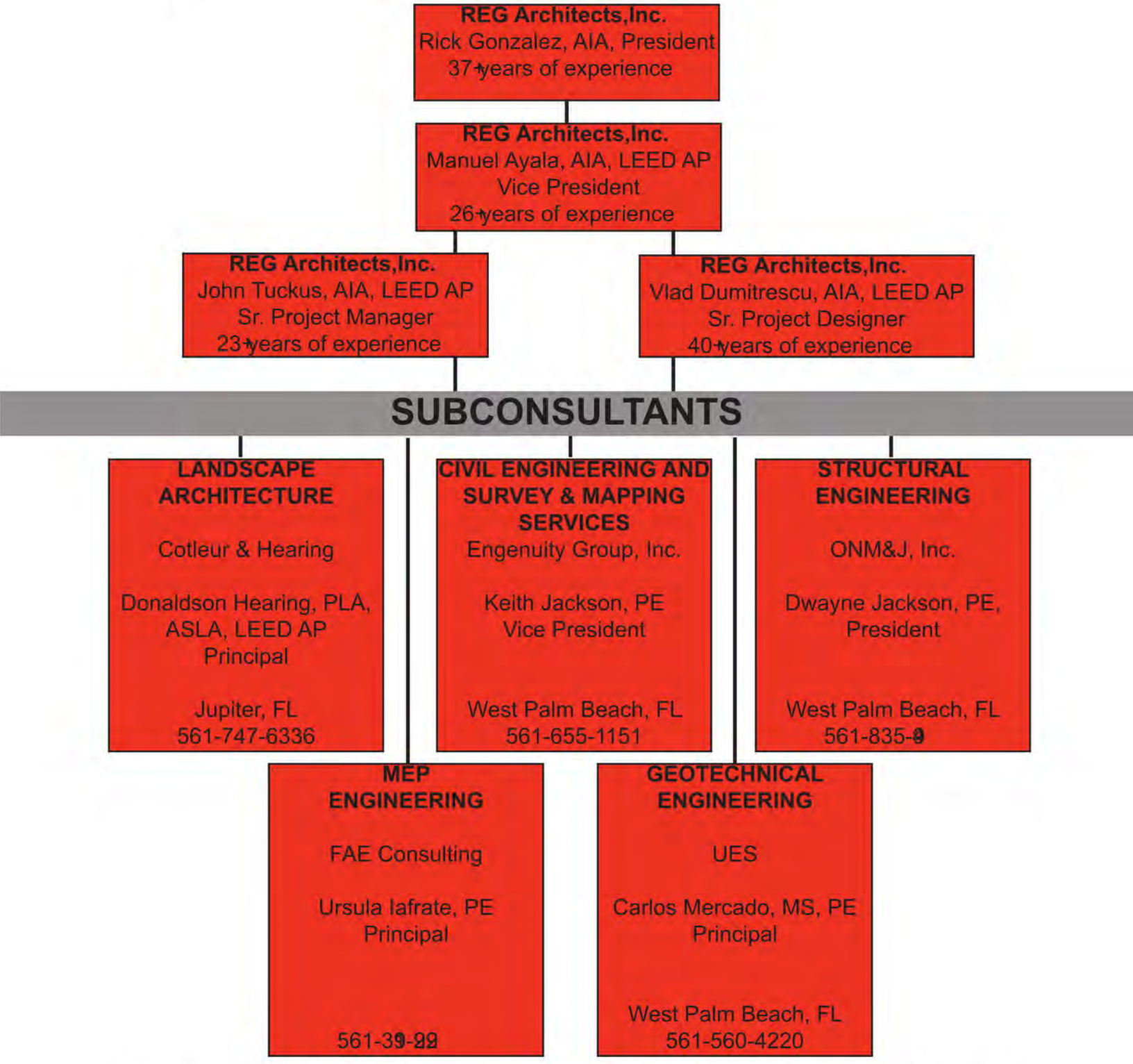
Tequesta Recreation Center

Principals of the firm are also involved in local, county, state and national community boards and FRPPLWWHHV LQFOXGLQJ WKH 7RZQ RI -XSLWHU &RPPXQLW\ &HQWHU &RPPLWWHH WKH 3DOP %HDFK &RXQW\ &RPPXQLW\ &HQWHU &RPPLWWHH WKH 3DOP %HDFK &RXQW\ &RQYHQWLRQ &HQWHU $GYLVRU\ %RDUG WKH 3DOP %HDFK &RXQW\ &XOWXUDO &RXQFLO WKH 3DOP %HDFK &RXQW\ +LVWRULFDO $XGLW &RPPLWWHH WKH 3DOP %HDFK &RXQW\ &RPPXQLW\ &RDOLWLRQ WKH 3DOP %HDFK &RXQW\ +LVWRULF &RPPLVVLRQ &RXQW\ $UFKLWHFWXUDO *XLGHOLQHV WKH)ORULGD 7UXVW IRU +LVWRULF 3UHVHUYDWLRQ)ORULGD +LVWRULF &RPPLVVLRQ DQG RWKHUV ,Q -XQH RI 5LFN ZDV DSSRLQWHG E\ 3UHVLGHQW 'RQDOG - 7UXPS WR WKH $GYLVRU\ &RXQFLO RQ +LVWRULF 3UHVHUYDWLRQ +H VHUYHG IRU WZR WHUPV XQWLO KLV WHUP KDV H[SLUHG 5LFN KDV EHFRPH D)RXQGDWLRQ 7UXVWHH

Major Clients include Palm Beach, Martin and St Lucie Counties, The School Districts of Palm Beach and Martin Counties, Housing Authorties of Delray Beach and West Palm Beach, The Cities of Palm Beach, West Palm Beach, Boynton Beach, Royal Palm Beach, Wellington, Delray Beach, Lake Worth, Te uesta, Palm Beach Gardens, Riviera Beach, and Town of Lake Park Seacoast Utility Authority, The Trump Organization, Smith & Henzy Development Group, Diocese of Palm Beach, and many more

MBE / SBE / HISPANIC CERTIFICATIONS

Organizational Chart of Proposed Team



Compensation will typically be on a lump sum basis for phases as-builts through construction documents, and hourly for bidding and permitting, and construction administration phase. REG accepts checks and direct wire transfers as methods of payment.

SeacoastBank

February 23, 2023

REG Architects Inc
120 S Olive Ave Suite 210
West Palm Beach, FL 33401
Ph# 561-659-2383

To Whom It May Concern;

This letter attests that REG Architects Inc located at 120 S Olive Ave Suite 210 in West Palm Beach, Florida, is a client in good standing with Seacoast Bank since September 2017. The client has maintained a positive relationship in both deposit and lending accounts.

Please feel free to contact the branch at 561-847-2700 should you have any additional questions.

Regards,

Diane Corsi

Banking Center Manager
Seacoast Bank
615 No Dixie Highway
West Palm Beach, FL 33401

FDIC SeacoastBank.com PO Box 9012 Stuart, FL 34995-9012 T 800 706 9991

At this time, please accept this letter of good standing with our bank, Seacoast Bank, in place of
WKHWKUHHSUHYRXVHDUVRIÔQLDOVWDWHPHQWV:HDUHJODGWRSURYGHRXWKHSDVWWKU
RISUHYRXVÔQLDOVWDWHPHQWVLIDDUGHGWKLVFRQWLQLQVHUYFHVFRQWUDFWWKHJH

TAB 2 - Consultant Technical Qualifications

Seacoast Utility Authority Headquarters
Palm Beach Gardens, FL

Municipal/Public Work Project Experience

REG ARCHITECTS
since 1988

Fire Station #5 EOC
West Palm Beach, FL

This 27,500sf new construction state-of-the-art
[redacted]

City of Sebastian Civic Campus
Sebastian, FL

LLLPLFLS
FPSRWLWRWLFRLW
RLWRLFWWLRRPPLW
WSLLSL
LLRWLFWWRW
FLWFWWRWFWLWRLF
FRPPLWFRR

Village Hall of Royal Palm Beach
Royal Palm Beach, FL

LFWRWRFSFLW
RWLWLFLLWRWRRW
LLWRLPSRW
LWLRFLFWLRFFRWSLF
WFWLWSWPWR
FWFSWLRLFRR
WWFRPPLFWLRWSWPW

Tequesta Recreation and Community Center
Tequesta, FL

LRPPLW
WFRLWLRRLWW
RRPPWLSSRPSFFWLLW
RRPPRRPRFFRSRRP
WRRPWRPFLFFWLF
RRPLWLRRWFWS
RWLSRW
FRWSSW

Town of Palm Beach Docks
Palm Beach, FL

LSRFWFRLWRWRF
PWWFWWLLRF
RWWWLRFW
WLRFRW
WRWLSSRLPW
LLSFWSLRRRWWFW
RWPLRFRFPW

Rick Gonzalez, AIA

Title: Co-Founder, President, Principal Architect
Residency: West Palm Beach, FL
Service with the Firm: 35 years

REG ARCHITECTS
since 1988

Registrations:

- State of Florida Licensed and Registered Architect #AR0014172
-
- North Carolina #15319

Education:

- The Catholic University of America, Washington DC
  - Bachelor of Science in Architecture, 1984
  - Bachelor of Architecture, 1985
- Miami-Dade College, Miami, FL
  - Associate of Arts Degree, 1982
- Francisco Marroquin University, Guatemala City, Guatemala
  - Architectural Studies, 1980
- Autonomous University of Central America, San Jose, Costa Rica
  - Architectural Studies, 1979

Awards:

2023

- AIA Palm Beach Merit Award Historic Preservation for Martin County Historic Court House
- AIA Palm Beach Citation Award Design Excellence Civic for Sunset Lounge
- AIA Palm Beach Citation Award Interiors for Sunset Lounge
- FTHP for Restoration/Rehabilitation of the Sunset Lounge
- FTHP for Restoration/Rehabilitation of the Martin County Historic Court House

2021

- FTHP for Individual Distinguished Service
- FTHP for Adaptive Reuse of the Boynton Beach Arts & Cultural Center
- FTHP for Adaptive Reuse of the 500 Orange Ave Event Center

2020

- AIA Palm Beach James Anstis, FAIA Gold

Professional Experience:

Rick Gonzalez, AIA has over 37 years of experience in the architectural profession. Rick received two architectural degrees from the Catholic University of America in Washington, D.C., with additional course work completed at Miami-Dade College, and abroad in Guatemala and Costa Rica. Mr. Gonzalez is a member of the American Institute of Architects (AIA) and was appointed to the Florida Historical Commission (FHC) by Governor Charlie Crist in 2008 (Vice-Chair 2011-2015) and to the Florida Board of Architecture and Interior Design (BOAID) by Governor Bush for two terms 2000-2007 (Chairman 2005 & 2006). Mr. Gonzalez is an award-winning architect, whose design standards have been used as examples for Palm Beach County's Architectural Guidelines, Florida CNU Guidebook & ULI Land Development Handbook. Mr. Gonzalez was also appointed by President Trump to be an Expert Member of the Advisory Council on Historic Preservation (ACHP) in March 2020 and was given PB AIA Gold Medal in November 2020.

Municipal Project Experience:

Martin County Fire Rescue Training Facility, Stuart, FL

Martin County Board of County Commissioners · 7,000 · $7.5 M · 2019-2024

Located at Witham Field airport, this new public safety training complex is situated on 7 acres and contains a single-story main building with a surrounding paved lot to be used as an apparatus driving course.

Royal Palm Beach Village Hall, Royal Palm Beach, FL

Village of Royal Palm Beach · 25,400 SF · $12 M · 2019-2023

Designed to Risk Category IV, the new building has a state-of-the-art council chamber hall in the center on the main axis with two wings housing all the major departments for the Village.

Tequesta Recreation & Community Center, Tequesta, FL

Village of Tequesta · 13,800 SF · $6 M · 2016-2022

This new facility for the community was designed to Risk Category III and encompasses an indoor gymnasium, multi-purpose room, locker rooms, game URRPOREERIÊHVVWRUDJHDUHDVDQGPRUH

Dock-master Buildings, Palm Beach, FL

Town of Palm Beach · 2,300 SF · $1.5 M · 2018-2022

7KHSURMHFWFRQVLVWHGRIWZRGRFNPDVWHUEXLOGLQJV

buildings located at their respective end-streets and on the intracoastal waterway. The buildings contain restrooms and storage space, while the larger 2-story ¼DLOLDÆGRFNEXOGLQJ[HVDGGLWLRQORIÊHVSDFHDQDSROLFHVÆVWDWLRQ

Seacoast Utility Authority Headquarters, Palm Beach Gardens

Seacoast Utility Authority · 65,600 SF · $16 M · 2017-2021

7KHSVRUWRÆDÆÆKWDYRWÆW

communications and security systems enabling it to operate as an EOC if needed. The campus includes a new administration building, break room/cafeteria, an RSHUDWLRQÆODERUDWRUDÆÆUHÆXHDQÊHWPDLÆWHDÆHÆXOGLÆDQDQ equipment storage facility.

Fire Station No. 5 EOC, West Palm Beach, FL

City of West Palm Beach · 27,500 SF · $9.5 M · 2009-2014

HÆWRWKWÆDÆUÆUEÆKUHWDÆDÆWK

ability to function as an Emergency Operations Center and the Battalion Chief's headquarters. The building was designed for LEED designation.

Sebastian Municipal Complex, Sebastian, FL

City of Sebastian · 23,000 SF · $6.9 M · 2002-2006

This award-winning campus consisted of a new City Hall, Police Station, Community Center, and adjacent park.

Registrations:

- State of Florida Licensed and Registered Architect #AR93934
- Leadership in Energy and Environmental (LEED) Accredited Professional
- Crime Prevention Through Environmental

Education:

- University of Miami
  Bachelor of Architecture, 1996

Affiliations:

-
  Past President, Palm Beach
- United States Green Building Council

Awards:

2023

-
-
  Excellence Civic for Sunset Lounge
-
  Sunset Lounge
-
  Sunset Lounge
-

2021

-
  Beach Arts & Cultural Center
-
  Ave Event Center

Manuel Ayala, AIA, LEED AP

Title: Vice President
Residency: Royal Palm Beach, FL
Service with the Firm: 13 years

REG ARCHITECTS
since 1988

Professional Experience:

Mr. Ayala is a Florida licensed and registered architect with over 25 years of experience in the design, management, and execution of a wide variety of project and educational buildings. Mr. Ayala's involvement in the profession extends beyond

Municipal Project Experience:

Royal Palm Beach Village Hall, Royal Palm Beach, FL

Village of Royal Palm Beach · 25,400 SF · $12 M · 2019-2023

chamber hall in the center on the main axis with two wings housing all the major departments for the Village.

Dock-master Buildings, Palm Beach, FL

Town of Palm Beach · 2,300 SF · $1.5 M · 2018-2022

Seacoast Utility Authority Headquarters, Palm Beach Gardens

Seacoast Utility Authority · 65,600 SF · $16 M · 2017-2021

communications and security systems enabling it to operate as an EOC if needed. The campus includes a new administration building, break room/cafeteria, an

Royal Palm Beach Amphitheater, Royal Palm Beach, FL

Village of Royal Palm Beach · 3,300 SF · $1.3 M · 2015-2017

The new amphitheater is a focal point at Commons Park's Great Lawn, and it is designed in the same architectural style as the surrounding buildings. The project improve amenities in the park.

Fire Station No. 5 EOC, West Palm Beach, FL

City of West Palm Beach · 27,500 SF · $9.5 M · 2009-2014

ability to function as an Emergency Operations Center and the Battalion Chief's

Historic Lake Worth Beach Casino, Lake Worth, FL

City of Lake Worth Beach · 37,400 SF · $6 M · 2010-2013

Wellington Amphitheater & Park, Wellington, FL

Village of Wellington · 6,600 SF · $1.5 M · 2009-2011

concession/restrooms building, a playground named "Scott's Place", and a 9/11 Patriot's Memorial. Design focuses on a New York steel girder from the World Trade

Vlad Dumitrescu, AIA, LEED AP

Title: Associate, Senior Project Designer
Residency: Delray Beach, FL
Service with the Firm: 17 years

REG ARCHITECTS
since 1988

Professional Experience:

0UR RLWUHVF EVRMUIRUWÔHDUV•HSHULHEHLQKÔOGVRIDUFKWHFWHDQ urban design working in the United States. Originally from Romania, he graduated from the University of Chile and earned his Master in Architecture from "Ion Mincu" School of Architecture, Bucharest, Romania and before relocating to the US, he worked for a few years on several large commercial and residential projects in Israel.

Since joining REG in 2006, Vlad worked as a project designer and Rick's design right DUP IRU FREHSWÔO GHVLGHVLGHMORSPHQ UHÔPHQ DQ SUHVHQWDWLRQLQ architecture; research and analysis in urban design; and 3D design and renderings on a variety of projects, ranging from Parrot Point in Costa Rica to the Royal Palm Beach Village Hall as well as many public and private projects in different phases of development.

Registrations:

- State of Florida Licensed and Registered Architect #AR93102
- Leadership in Energy and Environmental (LEED) Accredited Professional

Education:

- "Ion Mincu" School of Architecture, Bucharest, Romania
  Master of Architecture
  1974
- University of Chile, Santiago Chile
  Faculty of Architecture and Urbanism
  1969-1974

Affiliations:

- American Institute of Architects, Florida
  2005-Present

Municipal Project Experience:

Martin County Fire Rescue Training Facility, Stuart, FL
Martin County Board of County Commissioners · 7,000 · $7.5 M · 2019-2024
Located at Witham Field airport, this new public safety training complex is situated on 7 acres and contains a single-story main building with a surrounding paved lot to be used as an apparatus driving course.

Royal Palm Beach Village Hall, Royal Palm Beach, FL
Village of Royal Palm Beach · 25,400 SF · $12 M · 2019-2023
Designed to Risk Category IV, the new building has a state-of-the-art council chamber hall in the center on the main axis with two wings housing all the major departments for the Village.

Tequesta Recreation & Community Center, Tequesta, FL
Village of Tequesta · 13,800 SF · $6 M · 2016-2022
This new facility for the community was designed to Risk Category III and encompasses an indoor gymnasium, multi-purpose room, locker rooms, game URRPOREERIÔHVVWRUDHDUHDVDQPRUH

Dock-master Buildings, Palm Beach, FL
Town of Palm Beach · 2,300 SF · $1.5 M · 2018-2022
7KVSURMHFWFRVLVWHURDVLRVRGFDVLRVWRWKHVWLHF
buildings located at their respective end-streets and on the intracoastal waterway. The buildings contain restrooms and storage space, while the larger 2-story ODLOLDGRFHOOGLRXHVDGGLWLRQORIÔHVSFHDQDSROLFHVEVWDWLRQ

Seacoast Utility Authority Headquarters, Palm Beach Gardens
Seacoast Utility Authority · 65,600 SF · $16 M · 2017-2021
7KVEGSVRUWRWDDLWKWDFHW
communications and security systems enabling it to operate as an EOC if needed. The campus includes a new administration building, break room/cafeteria, an RSHUDWLQODERUDWRUDUHXHDQÔHWPDLQHDHEOOGLDQDQ equipment storage facility.

Fire Station No. 5 EOC, West Palm Beach, FL
City of West Palm Beach · 27,500 SF · $9.5 M · 2009-2014
HLWRLWKWEDVHULULFHVWDLRDRWK
ability to function as an Emergency Operations Center and the Battalion Chief's headquarters. The building was designed for LEED designation.

Historic Lake Worth Beach Casino, Lake Worth, FL
City of Lake Worth Beach · 37,400 SF · $6 M · 2010-2013
Historical reconstruction of an existing oceanfront, two-story beach casino building. 7KÔVWÔRUIHDWHVHUVHDDQDQUHWDLOVSDFHOHWHVFRÔRULVODUH open multi-purpose room with beautiful views of the ocean and beach below.

Education:

- Florida Atlantic University
  Bachelor of Architecture
  1997-2001

Affiliations:

- American Institute of Architects, Florida
- National Council of Architectural Registration Boards (NCARB)
- LEED Accredited Professional
- ACE Mentoring of Palm Beach/Martin County
- Cal OES Safety Assessment Program

John Tuckus, AIA, LEED AP

Title: Senior Project Manager
Residency:
Service with the Firm: on and off, 7 years total

REG ARCHITECTS
since 1988

Professional Experience:

Mr. Tuckus has 23+ years of Architectural experience in South Florida and the Caribbean. He is dual trained in Architecture and Planning, and has been responsible for successfully managing Architectural and Planning projects with particular emphasis on Schematic Design, Site Planning, Construction Docs, LEED design, Project Management and Construction Administration. Mr. Tuckus has rejoined the REG team after spending a few years with a previous employer bringing with him an extensive knowledge of production and design on a varitey of project types. He also assists the principals with quality control checks.

Municipal & Commercial Project Experience:

Projects with Previous Employer:

Palm Beach Sheriff's Office Administrative Building, West Palm Beach, FL

Palm Beach County · 88,000 SF · $25 M · 2018-2022

A new two-story forensics and technology facility was designed to optimize the

Kravis Center Improvements, West Palm Beach, FL

Raymond F. Kravis Center · 5,200 SF · $3 M · 2019-2022

Expansion and renovations to the downtown's performing arts center consited of
green space, and expanded sidewalks.

Projects with current employer, REG Architects:

The Waterway, Riviera Beach, FL

KMG Holdings LLC · 650,000 SF · $ TBD · 2020-Present

Designed on the intracoastal waterway, this 25-story tower will contain approximately 300 luxury residential units, multiple pools and clubhouses, a restaurant, private dock, and much more. Retail opportunities facing pedestrians will also line the tower.

Hickey Mixed Use Development, Delray Beach, FL

Owner · 22,400 SF · $9 M · 2023-Present

Stationed just north of Downtown Delray Beach, this new mixed-use development
above.

Historic Lake Worth Beach Casino, Lake Worth, FL

City of Lake Worth Beach · 37,400 SF · $6 M · 2010-2013

Historical reconstruction of an existing oceanfront, two-story beach casino building.
open multi-purpose room with beautiful views of the ocean and beach below.

Sebastian Municipal Complex, Sebastian, FL

City of Sebastian · 23,000 SF · $6.9 M · 2002-2006

This award-winning campus consisted of a new City Hall, Police Station, Community Center, and adjacent park.

Availability Statement

REG commits that the personnel listed here in our submittal will be available for and shall be assigned to perform architectural tasks during the term of this contract. Based on REG's current and projected workload, we have the staff and ability to handle and provide full attention to your projects. Additionally, our sub-consultant team members are equally committed throughout the design process, construction administration and closeout for any and all projects.

Technical Capabilities & Experience

REG has been providing professional architectural services to public sector clients for over 35 years. We have been an integral part to many new construction projects as well as renovation and remodel project types. Over the decades for our public sector clients we have designed ÔHVWDWLRQVSROLFHVWDWLRQVFRPPXQLWFHQWHUVFLWKDOOVDGPLQVWUDWLYHRIÊHVOLEU gymnasiums, and much more. Furthermore, we have a copious amount of experience with facility assessments, project scope creation and validation, conducting design charrettes and SXEOLFPHHWLQVDVUHTXLUHGVHOHFWLRQRIPDWHULDOVDQÔVKHVSURYGLQSURJUHVVSO DQVSHFLÊDWLRQVFRPSOHWLQSHUPLWUHDGVHWVRISODQVGHYMORSLQFRQWUDFWRU53)V54)V administer site visits during construction of a project to ensure plans are being followed accurately, and much more.

Our design approach is focused on maintaining, reinforcing, and expanding the urban context, creating a sense of place while responding to the end users needs and expectations. REG, with the support of our consultants, provides a full range of professional architectural and engineering services from programming and preliminary estimates, through the entire design phase and construction documents. Also included is construction administration plus post-construction feedback regarding cost and construction techniques.

We take pride in the quality control and assurance implemented with all our projects from start WRÔVK:HFRQWLQXRXVOORRNRYHUHYHUGHWDLOZWKDÊWRRWKFRPEWKURXJKRXWWKHSURM life to ensure our designs are being carried out correctly. It is critical to establish a timeline and schedule of deliverables early on in the programming phase so that expectations are communicated effectively allowing all parties to be on the same page regarding the project's anticipated duration.

We have weekly design and project management meetings to ensure all tasks are assigned and accomplished in a timely manner. Once a designated task is completed by our staff, it is

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ERQRUERWKRIWKHÔPVSULQLSDOV:HPDNHVXUHVHYUDOVHWVRIHVKDYUHYHZGRXU
plans before sending them out to the client for their review.

2XUÔPXVHVLQXVWUOHDGLQVRIWDUHNRQ
as Revit BIM to further assist with the quality control and assurance. The software can detect issues early in the design process thus saving time and resources before moving on to the construction phase of the project. The software also allows us to have full integration with our team including civil engineering, structural engineering, MEP engineering, and others, which assists our staff with mitigating errors and omissions. In collaboration with the software, the Senior Project Manager also reviews all sub-consultant plans and drawings for accuracy and
FRQVLVWHQEHIRUHVHQLQWRDSULQLSDORIWKHÔPIRUIXUWKHUUHYHDQVFUXWLQ

We have found in the course of completing many projects over several decades that the following items assist with controlling the budget of a project:

- Having close collaboration with the client from the onset of the programming and design phases.
- Bringing the general contractor, cost estimator, and/or owner's representative in on the project early on for feedback and to provide industry insight regarding material shortages and price escalations.
- Engaging in value engineering in collaboration with the client through the design phases to keep the project's budget intact, while allowing us to not compromise on the overall design.
- Creation and adherence to a project schedule and timeline of deliverables at the onset of the project for all team members and parties involved to follow.
- Effective communication between all parties allows for prompt solutions on any issues that may arise.

Sub-consultant List

LANDSCAPE ARCHITECTURE & LAND PLANNING: Cotleur & Hearing

CIVIL ENGINEERING & SURVEYING SERVICES: Engenuity Group, Inc.

STRUCTURAL ENGINEERING: ONM&J, Inc.

MEP ENGINEERING: FAE Consulting

GEOTECHNICAL ENGINEERING: Universal Engineering Sciences

Cotleur & Hearing

Donaldson E. Hearing, PLA, ASLA, LEED ®AP
Principal / 40 Years of Experience
561.747.6336 x102
E-Mail: dhearing@cotleur-hearing.com
1934 Commerce Lane, Suite 1, Jupiter, FL 33458

Education

1982: University of Florida, Bachelor of Landscape Architecture; Graduated with High Honors
1982: American Society of Landscape Architects Scholastic Merit Award
1982: National Honor Society Scholastic Achiever
1994: USACOE Hydro Geomorphic Wetland Assessment Methodology Training
2008: USGBC LEED Certification

Professional Experience

Mr. Hearing is a partner of the planning and landscape architectural firm of Cotleur & Hearing founded with Robert J. Cotleur in 1991. Mr. Hearing has extensive expertise in the area of land use, planning and zoning and has represented several of south Florida's largest builders/developers in governmental affairs, land use and zoning approval matters. Mr. Hearing is routinely involved in complex land use plan matters, roadway enhancement projects, development approvals and re-zonings, landscape ecology projects and environmental resource permitting. He is an enthusiastic leader in the area of new urbanism and is responsible for several successful projects. **Mr. Hearing also provides expert witness testimony for land use planning, zoning, eminent domain, transportation enhancement and landscape ecology matters.**

Professional Affiliations

State of Florida Registered Landscape Architect #LA0000943; Certified LEED Accredited Professional; Member American Society of Landscape Architects; Board of Directors and Executive Committee for the Northern Palm Beach County Chamber of Commerce and the Economic Development Council of Palm Beach County; Director for the PGA Corridor Association and the Lighthouse Center for the Arts as well as Board member for MyClinic of Jupiter. In conjunction with his business interests, Mr. Hearing is actively involved in numerous charitable organizations which include Christ Fellowship Church, Palm Beach Community Church, Jupiter Christian School, Place of Hope and the West Jupiter Tutorial Center.

Awards

2012 Community Leader of the Year by Northern Palm Beach County Chamber of Commerce
2011 American Institute of Architects Landscape Architect of the Year by Palm Beach County

Notable Projects

Commercial (Below are but a few sample projects, by category, with reference information)
Downtown at the Gardens, Palm Beach Gardens – Menin Development: Mr. Rob Jacoby, 561-282-5000
Abacoa Work Place, Jupiter – Rendina Companies: Mr. Brian Cich, 561-630-5055

Community
Sawfish Bay Park, Jupiter – Town of Jupiter: Russ Ruskay, 561-746-5134
Palm Beach County Fire Stations #10, 14, 34 and 74: Melanie Borkowski, 561-233-0257

Community Pro Bono
Christ Fellowship, PBG & Royal Palm Beach: Pastor Mullins, 561-799-7600
Place of Hope & Village of Hope, Palm Beach Gardens, FL; Reference: Mr. Charles Bender, 561-775-7195

Environmental Restoration
PBC Sansbury Way Park Regional Mitigation Area, WPB: Ross Herring, 561-233-0217
Botanica Wetland Preserve, Jupiter: Mr. Bardin, 561-624-7830

Mixed Use
Abacoa: Various Developments–New Urban Communities: Tim Hernandez, 561-279-8706
Midtown-Borland Center, PBG—P.B. Community Church Ram Development: Mr. Casey Cummings, 561-630-6110

Cotleur & Hearing

Daniel T. Sorrow, PLA, AICP, LEED® AP BD+C, ISA-CA
Project Manager / Partner
17 Years of Experience
561.747.6336 x112
E-Mail: dsorrow@cotleur-hearing.com
1934 Commerce Lane, Suite 1, Jupiter, FL 33458

Education

2004: University of Florida; Bachelor of Landscape Architecture & Minor of Environmental Horticulture

Professional Experience

Throughout Mr. Sorrow's career he has had the opportunity to work on both public and private sector projects. Mr. Sorrow has provided consulting services in the areas of site planning, master planning, landscape and irrigation design, permitting and landscape inventory and analysis. Mr. Sorrow has ascended to the role of project manager with Cotleur & Hearing for the purpose of serving each client and their projects' needs with the upmost importance.

Professional Affiliations

State of Florida Registered Landscape Architect, No. 6666979
Certified Planner by the American Institute of Certified Planners, No. 025895
LEED Accredited Professional - Building Design and New Construction, No. 10015138
Certified Arborist by the International Society of Arboriculture, No. FL-6191A
American Society of Landscape Architects (ASLA); American Planning Association (APA)
U.S. Green Building Council; International Society of Arboriculture

Work History

2012 – Present: Project Manager, Cotleur & Hearing, Jupiter, FL
2009 – 2012: Landscape Architect / Planner, ET&M, Jacksonville, FL
2005 – 2009: Landscape Architect / Planner, RS&H, Jacksonville, FL
2004 – 2005: Landscape Designer, CH2MHILL, WPB, FL

Notable Projects

Parks/Community

Acreage Community Park, Palm Beach County, Indian Trails Improvement District - Reference: G. James Shallman 561-793-0874; Project Landscape Architect responsible for landscape & irrigation design.

Winterlakes Park, Port St. Lucie, FL, City of Port St. Lucie - Reference: Brad Keen, 772-344-4005
Project Manager responsible for preparing a conceptual master plan for Winterlakes Park in Port St. Lucie.

Hamlin Park, Palm Beach County, FL, Indian Trails Improvement District – Reference: Timothy Wojnar, 561-721-4836
Project Landscape Architect of record responsible for the design of landscape and irrigation system.

Bob Hoefl Park, Palm Beach County, FL, Indian Trails Improvement District – Reference: Timothy Wojnar, 561-721-4836
Project Land Planner responsible for processing amendments to the site plan.

Cotleur & Hearing

Nicole Plunkett, PLA, ASLA
Landscape Architect / Partner
12 Years of Experience
561.747.6336 x113
E-Mail: Nplunkett@cotleur-hearing.com
1934 Commerce Lane, Suite 1, Jupiter, FL 33458

Education

2010: The University of Florida – Magna Cum Laude
Bachelor of Landscape Architecture & Minor of Environmental Studies

Professional Experience

- Project management and design on a variety of projects including commercial, mixed-use, planned unit developments (PUD), golf course communities, single and multi-family residential communities, medical, institutional, and industrial projects throughout South Florida.
- Experience with public hearings, presentations, code enforcement, and correspondence with local municipality staff throughout Palm Beach County.

Work History

2010- Present: Landscape Architect; Cotleur & Hearing

Professional Affiliations

State of Florida Registered Landscape Architect #LA6667230
AICP Certification #32640
2015-Present: Future Landscape Architects of America (FLAA) | Founder
2014-Present: American Society of Landscape Architects (ASLA) | Member
2014-2016: Florida Chapter ASLA (FLASLA) | Palm Beach / Treasure Coast Chair
2016-Present: Young Professionals of Palm Beach North Chamber of Commerce | Steering Council

Awards

2015 Award of Recognition Recipient | Florida Chapter of ASLA (FLASLA)
2016 Distinguished Service Award Recipient | University of Florida Dept. of Landscape Architecture
2017 Fellowship for Innovation + Leadership $25,000 Award Recipient | Landscape Architecture Foundation
2017 Exceptional Emerging Professional Award Recipient | FLASLA Fellows Committee
2016 Distinguished Service Award Recipient | University of Florida Dept. of Landscape Architecture
2020 ASLA Florida Design Award - Frenchman's Reserve Country Club Preserve Restoration

Notable Projects

Sandhill Crane Golf Club, Palm Beach Gardens, FL— City of Palm Beach Gardens
Reference: Charlie Sisca (Sisca Construction Services, LLC), 561-228-7505
Sandhill Crane Municipal Golf Course is located on the north side of Northlake Boulevard approximately four miles west of Beeline Highway. Cotleur & Hearing was retained to assist with the development and design of a new clubhouse facility. Ms. Plunkett worked with the Sisca Construction team, REG Architects, and the City of Palm Beach Gardens staff to push the project to approval.

Frenchman's Reserve Country Club, Palm Beach Gardens, FL – Frenchman's Reserve Country Club, Inc.
Reference: Jay Walkinshaw, 561-630-0333
Cotleur & Hearing was retained to assist with the site plan approval for clubhouse renovations, a new short course, and enhancements to preserve areas within the golf course. Frenchman's Reserve is located on the east side of Alternate A1A near Hood Rd. Due to the short course impacting the existing preserve, Ms. Plunkett conducted preserve analysis on-site and proposed locations for impacted preserve to be relocated throughout the community. The approval process with the City of Palm Beach Gardens included public hearings, resident meetings, and coordination with City Staff.

Northlake Gardens, Palm Beach Gardens, FL— Deziel Company
Reference: Robert Deziel, 561-346-0105
Cotleur & Hearing was retained by the Deziel Company to develop a plan to amend the Banyan Tree PUD Development, Phase II, located at the northeast and northwest corners of Northlake Blvd. & MacArthur Blvd. The new plan consists of a mix of retail and restaurant uses along with outdoor seating, pedestrian corridors, and Art in Public Places.

Cotleur & Hearing

Erin Bolin, PLA
Landscape Architect, Director of Design / Partner
17 Years of Experience
561.747.6336 x103
E-Mail: ebolin@cotleur-hearing.com
1934 Commerce Lane, Suite 1, Jupiter, FL 33458

Education

2004: Iowa State University; Bachelor of Landscape Architecture

Professional Experience

Mrs. Bolin is Partner, Director of Design and a Landscape Architect with Cotleur & Hearing. Mrs. Bolin works on a variety of projects including high-end residential design with a focus on pool, hardscape and landscape design. She is also involved with site and landscape planning for medium-size residential communities and commercial projects. Mrs. Bolin works in cooperation with the staff planner and principal landscape architect to ensure a positive outcome on every project. In addition to excellence in design, Mrs. Bolin places an emphasis on graphic ability, readability and rendering.

Professional Affiliations

State of Florida Registered Landscape Architect, FL #6667202

Work History

2005 - Present: Landscape Architect; Cotleur & Hearing

Notable Projects

Mixed Use

The Borland Center for Community Enrichment (Midtown), Palm Beach Gardens, FL – RAM Realty Services Reference: RAM Realty Services, 561-630-6110

Mrs. Bolin acted as project manager for the final phase of the Borland Center for Community Enrichment, a mixed-use development including office, retail, commercial, residential and church uses on a 47.11 acre site. She developed hardscape and landscape plans for residential courtyards as well as the main street plaza. She was instrumental in the final details and close out of this project overseeing installation and final inspections.

Condominium

Mariners Key on the Intracoastal, Lake Park, FL – BH Condominiums

Reference: BH Condominiums, 561-882-9040

Mrs. Bolin was involved in every aspect of the Mariners Key project, a redevelopment of the Lake Shore Apartments. Mrs. Bolin designed a tropical Key-West theme in keeping with the waterfront character of the town of Lake Park. Special hardscape elements included patios, meandering walkways, trellis structures and fountains. A tropical, beachfront, resort-style pool with a coconut shaded, sandy beach was included as a lifestyle amenity. She acted as project manager through the design stages, construction implementation and project turnover.

Residential

The Cove, Lot 15, 16, 20, Jupiter, FL – Gaeta Development

Reference: Fischer Gaeta Corporation, 561-627-1900

Cotleur & Hearing was responsible for the overall neighborhood to ensure a seamless integration of the overall landscape design. Mrs. Bolin designed hardscape and landscape for each home to be complimentary, but completely unique to the specific needs and program of each homeowner.

KEITH B. JACKSON, P.E., VICE PRESIDENT
CIVIL ENGINEERING PROJECT MANAGER

A Higher Standard of Excellence
engenuity group inc.

EDUCATION
B.S., Civil Engineering, University of Florida, 1981

CERTIFICATIONS
State of Florida, Civil Engineering, P.E. #37289

AFFILIATIONS & AWARDS
- Member of the Florida Engineering Society
- State Director, Palm Beach Chapter (1998 – 2001)
- Past President (1987-1988) of Palm Beach Chapter
- Received 2007 League Received Engineer for the Year Award for American Society of Civil Engineers (2005)
- Received Engineer of the Year Award for the Florida Engineering Society (2001-2002)
- Received Young Engineer of the Year Award for Florida Engineering Society (1990-1991)
- Served on Florida Engineering Society committees: Scholarship, Awards, MATHCOUNTS, Chapter Activities, P.E. and E.I., Refresher Program, Membership Committees, Annual Meeting Steering Committee
- Member, American Public Works Association
- Member, National Society of Professional Engineers
- Member, Forum Club of the Palm Beaches
- Member, Economic Forum of Palm Beach County

Mr. Jackson is Engenuity Group's Client Services & Project Manager for many of the firm's continuing service clients. He is responsible for overseeing coordination, design and permitting for all civil engineering and transportation projects. Duties also include coordinating with governmental agencies, managing outside professionals, and providing contract and construction administration.

EXPERIENCE

Mr. Jackson has extensive experience in the design and permitting of many different types of civil engineering projects for both private and governmental clients. As a consultant for the past 38 years, recent projects completed under his direction include improvements to Anchorage Park, drainage rehabilitation on Corsair Drive, and sidewalk improvements in the Village of North Palm Beach SW area.

Representing the Village of North Palm Beach, Town of Lake Clarke Shores, the Village of Wellington, the Westgate/Belvedere Homes Community Redevelopment Agency, Palm Beach Atlantic University and South Florida Fairgrounds as their Consulting Engineer, Mr. Jackson works extensively with several other municipalities and drainage districts on a wide variety of capital improvement projects.

Earman River Intake Pump- North Palm Beach
The Village of North Palm Beach and Engenuity Group, Inc. worked together to demolish an existing lift station, and design a new dual- pump station, which included a new structured cover and faster pumps. Mr. Jackson prepared civil drawings, indicating drainage, grading, and pump station work. He also prepared a pollution prevention plan, and applications affiliated with the Village of North Palm Beach Drainage and South Florida Water Management District.

Culvert Repairs, Village of NPB
Provided Project Engineering services in connection with the repairs and replacement of drainage culverts on Pepperwood Circle South and on Anchorage Drive, south of Marlin Road, in the Village of North Palm Beach. Tasks ranged from civil design to bidding and construction phase services.

JENNIFER C. MALIN, P.S.M.
SURVEY PROJECT MANAGER

A Higher Standard of Excellence
engenuity group inc.

EDUCATION

Bachelor of Science, Surveying and Mapping, University of Florida, 2003

CERTIFICATIONS

- State of Florida, Surveying and Mapping, LS #6667
- Qualified Stormwater Management Inspector

AFFILIATIONS & AWARDS

- Florida Surveying and Mapping Society member since 2005 (No. 8481)

Mrs. Malin is a Registered Land Surveyor in the State of Florida with over 19 years of experience in the field. She has been working at Engenuity Group, Inc. since 2003 and has a superior understanding of surveying and mapping concerns in South Florida. She is a seasoned AutoCAD Drafter who always produces the highest quality deliverables in a timely manner. Ms. Malin is the Director of our survey department, overseeing every aspect of daily operations.

EXPERIENCE

Village of North Palm Beach

- NPDES Reports
- Drainage System Mapping for Old Port Cove
- Boundary & Topographic Survey of Golf Course
- Boundary & Topographic Survey for Anchorage Park
- Topographic Survey of Corsair Drive
- Yacht Club Drive Bulk Head Topographic Survey
- Construction Staking and Recording Easement for Country Club
- Sketch and Description, Construction Staking for Anchorage Park
- Topography and Tree Surveys of Easterly Pathway at Anchorage Park
- Topographic Survey of Lighthouse Drive from Bridge to US 1
- GIS Mapping Services

Town of Lake Park

- Sketch & Legal Descriptions for 4 Locations on Jasmine Drive/2nd Court, Sabal Palm Dr./Redwood Dr., Foresteria Dr./10th St., & 7th Court/Date Palm Dr.
- Lake Park Marina Survey Exhibit
- Topographic Survey of Intersection of 10th Street, Prosperity Farms Rd, & Northern Drive
- Topographic Survey for Old Dixie Hwy Properties Septic to Sewer Conversion
- West Ilex Park Plat & Topographic Survey
- Park Avenue Road Diet & Watermain Topographic Survey
- West Park Ave. Streetscape Topographic Survey
- Tract A & B Legal Descriptions Review

Seacoast Utility Authority

- Topographic & Tree Survey for Donald Ross Rd. Low Pressure Forcemain Extension
- Topographic Survey & Sketch & Descriptions for Avenir/Western Communities Pipeline Extension
- Topographic Survey for Juno Road Forcemain Improvements
- Topographic Survey for Lake Park 12" Forcemain Improvements
- Topographic & Tree Survey & SUE Services for Eastpointe Blvd. Forcemain Research

City of Riviera Beach

- Topographic Survey of 13th Street (Dixie Highway to Avenue P)
- Topographic Survey of Blue Heron Blvd/Avenue P intersection

Professional Experience

Dwayne R. Jackson, PE
President/Owner

PROFESSIONAL EXPERIENCE:
Dwayne, a native of Florida, presently residing in Palm Beach Gardens, FL, received his Master of Engineering degree in 1985 from the University of Florida in Gainesville, FL. He has over 30 years of experience in the Structural Engineering Industry, with Professional Engineering Licenses in Florida and numerous states across the country. Dwayne started with ONM&J, Inc. in June 1988 and was promoted to Principal in 2001. Now as President of ONM&J, Inc., he is responsible for the firm's marketing, as well as the engineering design strategy of all projects. He works closely with the project team members, focusing on the needs of the firm's clients, striving to give them the best possible product.

PROFESSIONAL AFFILIATIONS:
Florida Engineering Society
National Society of Professional Engineers
American Concrete Institute
Concrete Tilt Wall Association

STATES OF REGISTRATION: Professional Engineer
Florida, New York, New Jersey, N. Carolina, S. Carolina, Tennessee, Arkansas, Georgia.

STATE OF FLORIDA:
Professional Engineer: License # 40155
Certified Special Inspector: License # 835

US MILITARY VETERAN
U.S. Air Force

RELEVANT PROJECT EXPERIENCE

Fire Station No. 33 Renovations PBC #19339, Palm Beach County, FL- Structural Engineer/Project Manager
Structural design and drafting of wind pressures, structural notes, and modifications of existing exterior masonry
walls for new window/door openings.

PBC Government Building-6th Floor Mechanical Unit, WPB, FL- Project Manager
Structural design and drafting to put a mechanical unit on the 6th floor roof of the county government building
downtown. Existing structure was reviewed, and a detailed attachment was provided.

Belle Glade Library & Multi-Purpose Room, Belle Glade, FL-Project Manager
Structural design and drafting of a 1-story, 15,000 sq. ft. library with an attached 2,600 sq. ft. multi-purpose
room.

Palm Beach County Convention Center Garage, West Palm Beach, FL-Principal/Structural Engineer
Structural design/drafting and threshold inspections for a 9-level parking garage. 1-level underground, 1 ground level and 7 elevated decks with roof deck canvas protection for vehicles, 2648 parking spaces.

EDUCATION:
University of Florida
Gainesville, FL
Bachelor of Science in Civil Engineering
Graduate 1983
Master of Engineering
Graduate 1985

YEARS OF EXPERIENCE:
38

YEARS WITH THE FIRM:
35

Certified Special Inspector – State of Florida

US MILITARY VETERAN
U.S. Air Force

FAE CONSULTING

Ursula Iafrate, P.E.

Introduction

Ms. Iafrate, one of the co-founders and Principals of FAE Consulting, has over 21 years' experience in the consulting industry. She specializes in M.E.P. Design & Coordination, Quality Control, Construction Administration and as a Client Liaison. Prior to FAE Consulting, she was a project manager at Formica & Associates, Inc.

She has extensive background in both the HVAC and electrical fields, which provides a single source for client consultation and interaction. In her 21+ years of experience in the engineering field, she has provided project engineering design and leadership expertise to thousands of projects throughout Florida and the Caribbean.

Ms. Iafrate is currently licensed in Florida, Georgia, and Connecticut. She received her BSEE from Florida Atlantic University graduating Cum Laude.

Professional Profile

- Florida Atlantic University, Bachelor of Science Electrical Engineering
- Professional Engineer – Florida (License No. PE73122)
- Professional Engineer – Connecticut (License No. PEN.0029299)
- Professional Engineer – Georgia (License No. PE044575)
- National Fire Protection Association (NFPA)
- Association of Electrical Inspectors (IAEI)
- America Institute of Architects, Palm Beach (AIA)
- Society for Marketing Professional Services (SMPS)

Prior Municipal Experience

- City of Boynton Beach Utilities – MEP Design Services
- Coleman Park Gymnasium and Community Center – MEP Design Services
- Historic Boynton Beach High School – MEP Design Services
- Cujo Key Fire Station – MEP Design Services

FAE CONSULTING

Benjamin J. Jados, P.E.

Introduction

Mr. Jados, Principal and Partner has over 21 years of engineering experience in building design and in the construction industry. Hired by FAE in 2015 as Project Manager, Mr. Jados has excelled, providing leadership with a high-performance team, and has managed a host of notable projects in Florida that total over 3.5 million square feet. The last few years Mr. Jados as served as the Director or Mechanical Engineering.

He is a LEED Accredited Professional who has proven his exceptional knowledge in engineering design in HVAC & Refrigeration, Energy, Construction Administration, QA / QC, Commissioning and serves as Client Sponsor with excellent collaboration. Prior to joining FAE Consulting, he held the positions of Project Manager and lead Mechanical Engineer for high-rise residential and hotel projects.

Mr. Jados is a licensed professional engineer in Florida, New Jersey, Georgia, Connecticut and Texas and has extensive experience designing systems in light and heavy commercial, residential, high-rise and industrial fields. He received his BS in Physics from Illinois State University and a MSCE from the Illinois Institute of Technology.

Professional Profile

- Illinois Institute of Technology, Architectural Engineering, Master of Science in Civil Engineering
- Illinois State University, Bachelor of Science in Physics
- University of Florida, Engineering School of Sustainable Infrastructure & Environment
- Professional Engineer - Florida (License No. PE86100)
- Professional Engineer - New Jersey (License No. 24GE05116000)
- Professional Engineer - Georgia (License No. PE044215)
- Professional Engineer - Connecticut (License No. 33686)
- Professional Engineer - Texas (License No. 133752)
- Acoustical Society of America (ASA)
- U.S. Green Building Council (USGBC)
- American Society of Civil Engineers (ASCE)
- American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE)

FAE CONSULTING

Amie Nelson, Project Manager

anelson@faeconsulting.com | 561.391.9292 x 307

Introduction

Mrs. Nelson is one of FAE Consulting's core Project Managers. She has over 21 years of experience in Electrical Engineering with 15 years being on staff with FAE Consulting. She has demonstrated excellent communication and technical skills with a number of repeat clients as a testament to her abilities.

Though educated as an Electrical Engineer, she is familiar with all building systems and their integrated and operational needs. She has progressed from a staff design engineer to a team leader Project Manager. Her abilities to schedule, communicate and prioritize actions serve her, our Clients, and FAE well. She has excelled in providing leadership with a high-performance team and has managed a host of notable projects in Florida including Commercial, Industrial, Educational, Residential, and Institutional market sectors.

Education

- Florida Atlantic University, Bachelor of Science Electrical Engineering

Prior Municipal Experience

- City of Boynton Beach Utilities – MEP Design Services
- Coleman Park Gymnasium and Community Center – MEP Design Services
- Historic Boynton Beach High School – MEP Design Services
- Cujo Key Fire Station – MEP Design Services

Current Project Availability

- 80% for this Assignment

UES™

Education

MS, Geotechnical Engineering, University of Illinois at Urbana Champaign

BS, Civil Engineering, University of Puerto Rico at Mayaguez

Years of Experience

33

Licenses

Professional Engineer - FL #71707

Professional Engineer – Puerto Rico #11621

Professional Organizations & Affiliations

American Society of Civil Engineers

Carlos A. Mercado, MS, PE

Principal Geotechnical Engineer

Mr. Mercado is a registered Professional Engineer with 33 years of experience. As UES' Delray Beach Principal Geotechnical Engineer. Carlos is responsible for overseeing his staff, as well as all work that is performed from the South Florida Division. Carlos's background as Geotechnical Engineer and business owner provide for strong management skills and a valued approach to contract negotiation and execution. Mr. Mercado's project management experience includes educational facilities, industrial facilities, port, aviation, commercial facilities, multi-story condominiums, and infrastructure projects. Mr. Mercado has also managed numerous geotechnical, pile driving, ground improvement, post-tensioning, and materials testing projects, as well as performed pre and post-construction structure conditions surveys.

PROJECT EXPERIENCE

Palm Beach International Airport New Hangar Facility NW Corner of the Palm Beach Airport at Belvedere Road & Military Trail

West Palm Beach, FL

UES provided geotechnical exploration and report for a ±38,000 sq-ft, hangar building and associated paved parking areas.

Opa Locka Airport - Tenant Parcel – East Side of Airport

Opa-Locka, FL

UES provided Geotechnical exploration and report for a one-story building with associated apron and paved parking areas.

North Perry Airport (Wayman Flight School)

Pembroke Pines, FL

UES provided Geotechnical exploration and report for a one-story ±11,267 square foot classroom building and an associated ±40,000 square foot paved ramp/apron.

Herbert Hoover Dike Rehabilitation (Reach 1 Task Order 3,5,6,7,9)

Palm Beach County, FL

Construction of a seepage barrier approximately 20 Miles in length over 6 Task Order and a maximum depth of 80 feet deep. The seepage barrier was a minimum 24 inches wide through the entire length and depth and was continuous and homogeneous. The scope also included sampling Self Hardening Slurry (SHS) for QC testing, performing QC testing (compressive strength and constant head permeability), lab and sample inventory management, filing bore hole logging of verification bores, OPTV borehole imaging, exploratory drilling and sampling, and wire line coring of the cutoff wall.

Herbert Hoover Dike Culvert 13 Cutoff Wall Verification Drilling

Palm Beach County, FL

Rehabilitation Structure Replacements at Herbert Hoover Dike – USACE project Construction of a seepage barrier with a maximum depth of 80 feet deep. The seepage barrier was a minimum 24 inches wide through the entire length and depth and was continuous and homogeneous. The scope included sampling Self Hardening Slurry (SHS) for QC testing, conducting QC testing (compressive strength and constant head permeability), lab and sample inventory management, filing bore hole logging of verification bores, OPTV borehole imaging, and exploratory drilling and sampling.

UES

Education

BS, Civil Engineering, Rensselear Polytechnic Institute

Years of Experience

13

Licenses

- Professional Engineer - FL #84146

Tom Montano, PE

Branch Manager

Tom has over 13 years of experience in the construction industry. As UES' West Palm Beach and Port St. Lucie Branch Manager, Tom is responsible for overseeing his staff and all the work that is performed from the branch offices. He is involved in all aspects of the business, including client relations, project management, scheduling, and training. Tom's project management experience includes educational facilities, industrial facilities, port, aviation, commercial facilities, multi-story condominiums, and infrastructure projects.

PROJECT EXPERIENCE

Stuart Middle School Soil and Groundwater Assessment

Stuart, FL

GFA/UES performed environmental services as a consultant to the School District of Martin County, to include a limited soil and groundwater assessment. Tom served as Branch/Department Manager.

Meridian Marina and Yacht Club

Palm City, FL

GFA/UES performed environmental services as a consultant to Meridian Marina and Yacht Club, LLC. GFA/UES' scope involved groundwater monitoring. Tom served as Branch/Department Manager.

Golf World Redevelopment - Phase I ESA

Stuart, FL

As consultant to Jeremiah Baron and Company, GFA/UES performed environmental services, including a Phase I Environmental Site Assessment. Tom served as Branch/Department Manager.

RFQ2021-3330 Coastal Water Monitoring- Piezometers

Martin County, FL

As consultant to Martin County Public Works, GFA/UES is providing coastal water monitoring services, including measurement of groundwater depth via piezometers. Services are occurring at various sites throughout the county. Tom serves as Branch/Department Manager.

Waterside Way #RFQ2021-3330

Stuart, FL

As consultant to Martin County Public Works, GFA/UES is contracted to conduct a geotechnical evaluation for street lighting and potential road cores on Waterside Way. Services include hand auger borings and one Standard Penetration Test (SPT). Tom serves as Branch/Department Manager.

South Fork High School Sports Complex - RFQ MCSD 3001-0-2016JC

Stuart, FL

As consultant to the Martin County School District, GFA/UES is contracted to conduct a geotechnical evaluation at South Fork High School. Services include seven Standard SPT boring, each to a depth of 20 feet. Tom serves as Branch/Department Manager.

Phipps Park Campground General Store

Stuart, FL

GFA/UES was contracted by the Martin County Board of County Commissioners, to conduct a geotechnical evaluation for construction of a general store at the Phipps Park Campground. Tom serves as Branch/Department Manager

UES

Estela G. León, MS, PE

Senior Geotechnical Engineer

Ms. León is a licensed Professional Engineer specializing in geotechnical engineering with over a decade of experience. Her expertise includes defining scopes of work for geotechnical investigations, managing vibroflotation treatments, classifying soil samples recovered from test borings, performing pre-construction structure condition surveys, cutoff wall verification hole borings and testing, and operating a borehole optical televiewer, as well as vibration monitoring. Ms. León provides project management for geotechnical projects, supervises the geotechnical staff, and completes geotechnical exploration reports containing various recommendations for foundation designs. She also performs settlement and pile capacity calculations and defines scopes for geotechnical investigations.

Education

BS, Civil Engineering, Cum Laude, University of Florida, 2012

MS, Civil/Geotechnical Engineering, University of Florida, 2013

Years of Experience

11

Licenses

Professional Engineer-FL #83307

Professional Organizations & Affiliations

Women in Deep Foundation Committee - Vice-Chair/Recruitment Lead

American Society of Civil Engineers -Member

PROJECT EXPERIENCE

STA-1W Structure Refurbishments

Palm Beach County, FL

The project consists of the demolition and removal of existing ten (10) CMP culverts along levee G-253 (A-J) and replacing place them with four new CIP culverts at locations A, C, E, and G. Two new stilling wells (one upstream, one downstream) will be placed at new culverts C or E. In addition, the construction of a one-story building enclosure is proposed. UES performed a geotechnical explorations involving Standard Penetration Test (SPT) borings and laboratory testing. The purpose of this project was to explore the subsurface soil/rock conditions and to provide the site preparation recommendations, and foundation design recommendations.

STA-2 Refurbishments – Cell 2 and Cell 3

Palm Beach County, FL

This project consisted of the regrading of STA-2 Cell 2 to achieve a suitable soil to promote the growth of treatment vegetation. The proximate areas of Cell 2 and suitable fill sources including remnant roads in Cell 3 and stockpiles at the A1-FEB site will be investigated. UES performed muck probes, push tube samples, and laboratory testing.

The purpose of this project was to explore the subsurface soil/rock conditions and to provide a data report. UES was responsible for a geotechnical exploration consisting of five Standard Penetration Test (SPT) borings within the road. The depths were needed to evaluate the nature of the subsurface soils and general subsurface conditions for the proposed development.

FDOT T4532

Palm Beach County, FL

This project encompassed constructing sidewalks, pedestrian detectors, and aluminum railing along Clint Moore Road in Palm Beach County, Florida. UES performed Geotechnical Engineering services including vibration monitoring. This scope included remote seismograph monitoring during construction activities and the completion of bi-weekly vibration monitoring reports. Ms. León was responsible for creating a vibration monitoring control plan, as well as reviewing all vibration logs and completing the bi-weekly vibration monitoring reports.

Drainage Improvements

Miami-Dade County, FL

This project consists of drainage improvements on SW 27th Street from SW 57th Avenue to SW 58th Avenue in Miami Dade County, Florida. UES performed a Geotechnical Exploration consisting of

TAB 3 - Miscellaneous Information

Loggerhead Marine Life Center
Juno Beach, FL

Litigation Summary

REG Architects, Inc. has zero litigation cases during the past three year. Furthermore, our
ÔPKDVRRORLOSHQLORUSDVWODZXLWVRUFODLPVZWKDEOLHWVVXEFRWXOWDWV
RUYMQRUVVLEHLEHSWLRCCRUKDVWKHÔPRULWVSULELSDOVHYMUEHHEDUUHG
GLVTXDOLÔHGRUSURKLELWHGIURPSURYGLOSURIHVVLRDOVHUYFHV

Sincerely,

Rick Gonzalez, AIA
Co-Founder, President

Energy Efficient & Sustainable Vision Experience

5(KDVUHFHWDQUHOHYWHSHULHEHGHVLJCCHEUJHIÔLHWDQVXVWDLDEOHEXLOGLOV
Some recent projects include the Sunset Lounge in West Palm Beach, Fire Station #5 also
in West Palm Beach, and the Marine Life Center in Juno Beach. These three projects were
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:HUHDOODERXWZDYCHEUJHIÔLHWGHVLJCWRHYMUSURMHFWUHDSLOWKHXPHURXV
EHHÔWVLWEULOV&OLHWVFDERXWRQROWHUPVDYOVLRSHUDWLRDOFRVWVZLOHIDFLOLW\
users bask in the comfort and inviting atmosphere our buildings provide. Our focus extends
WRWKHPHWLFXORXVGHVLJRIHEUJHIÔLHWHOHFWULFDODQ&VVWHPVFROODERUDWLO
seamlessly with our subconsultant team. Additionally, our selection of materials prioritizes
HEUJHIÔLHEHERPSDVVLOVXODWLRQLJKWLODQORFDOOVRXUFHGPDWHULDOVZWK
minimal environmental impact. Durable and
HQXULOSURGXFWVLEOXGLOHEUJHIÔLHW
doors and windows, contribute to the overall
VXVWDLDELOLWRIRXUGHVLJWEUJHIÔLH
buildings not only demonstrate resilience
but also reduce dependence on non-
renewable resources over time. Our strategic
design planning aims to optimize sites for
HKDEHGDWXUDOOLJKWHSRVXUHDQHIÔ
ventilation. Likewise, the incorporation of
“green spaces” during design also assist with
DFKLHYLVXSHULRUHEUJHIÔLHE\

References

All Public Agency Clients Within Past 3 Years		
Agency	Contact Name	Contact Phone Number
Village of Tequesta	Jeremy Allen	561-768-0465
Seacoast Utility Authority	Rim Bishop	561-627-2900
Village of Royal Palm Beach	Christopher Marsh	561-790-5161
Palm Beach County	David Hawke	561-233-0707
City of West Palm Beach	Armando Fana	561-822-1400
West Palm Beach Housing Authority	Linda Odum	561-655-8530
Delray Beach Housing Authority	Shirly Erazo	561-272-6766
City of Riviera Beach	Annetta Jenkins	561-844-3408
Palm Beach County School District	Jorge Perez	561-609-8410
Martin County	George Dzama	772-463-2837
Town of Lake Park	John Wille	561-881-3345
DeSoto County	Sara Walker	863-444-0100
Town of Palm Beach	Gordon Thomson	561-400-7820
Village of Indiantown	Harold Brown	772-285-8732
City of Port St. Lucie	Kim Delaney	772-221-4060

REG Architects - Licenses and Certifications

State of Florida

Minority Business Certification

REG Architects

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
01/03/2022 to 01/03/2024

J. Todd Inman
Florida Department of Management Services

Department of MANAGEMENT SERVICES
Office of Supplier Diversity

Office of Supplier Diversity
4050 Esplanade Way, Suite 380
Tallahassee, FL 32399
850-487-0915
www.dms.myflorida.com/osd

Ron DeSantis, Governor

Melanie S. Griffin, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

GONZALEZ, RICARDO E JR
REG ARCHITECTS INC
120 S. OLIVE AVENUE, SUITE 210
WEST PALM BEACH FL 33401

LICENSE NUMBER: AR0014172
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
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Ron DeSantis, Governor

Melanie S. Griffin, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

AYALA, MANUEL H
418 MULBERRY GROVE RD
ROYAL PALM BEACH FL 33411

LICENSE NUMBER: AR93934
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

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Palm Beach County
Office of Equal Business Opportunity

Certifies That
REG Architects, Inc.
Vendor # **REGA0006**
is a Small/Minority Business Enterprise (S/MBE) as prescribed by section 2-80.21 - 2.80.30 of the Palm Beach County Code for a three year period from
March 20, 2021 to March 19, 2024

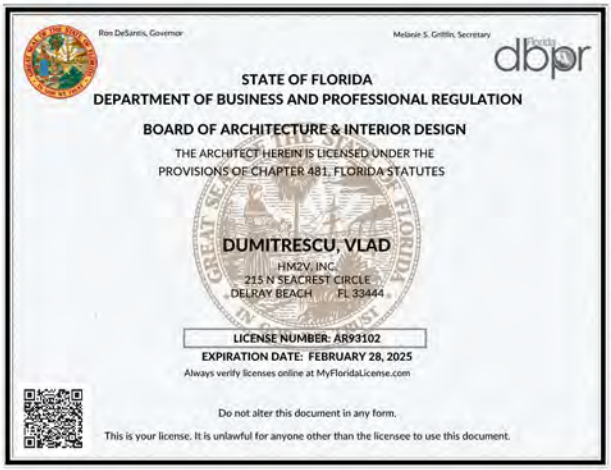
The following services and/or products are covered under this certification:

Architectural Services, Professional; Space Planning, Interior Design; Buildings - Architectural Design; Designing Services; Architectural Consulting; Interior Design/ Decorator Services

Allen Gray, Manager
03/04/2021

Palm Beach County Board of County Commissioners
Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Maria Sachs
Melissa McKinlay
Mack Bernard

County Administrator
Verdenia C. Baker



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF ARCHITECTURE & INTERIOR DESIGN

THE ARCHITECT HEREIN IS LICENSED UNDER THE
PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

DUMITRESCU, VLAD
HM2V, INC.
215 N SEACREST CIRCLE
DELRAY BEACH FL 33444

LICENSE NUMBER: AR93102
EXPIRATION DATE: FEBRUARY 28, 2025
Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.
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RFQ EXHIBIT "A"
PUBLIC ENTITY CRIMES STATEMENT
UNDER § 287.133, FLORIDA STATUTES

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by Rick Gonzalez, AIA, President
(print individual's name and title)
for REG Architects, Inc.
(print name of entity submitting sworn statement)

whose business address is 120 South Olive Ave Suite 210, West Palm Beach, FL 33401

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0130307

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

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

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

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

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

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

The foregoing document was sworn and subscribed before me this 15 day of December, 2023 by Rick Gonzalez, who is personally known to me or produced _____ as identification.

Evelyn M Park
Notary Public Evelyn Park
My Commission Expires: 6-21-26

EVELYN M. PARK
Notary Public - State of Florida
Commission # HH 278960
My Comm. Expires Jun 21, 2026
Bonded through National Notary Assn.

RFQ EXHIBIT "B"
DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids or proposals which are equal with respect to price, quality, and service are received by any political subdivision for the procurement of commodities or contractual services, a bid or proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid or proposal 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 or proposal, 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 firm complies fully with the above requirements.

Proposer's Signature

12·15·23

Date

RFQ EXHIBIT "C"
SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

This sworn statement is submitted to the Village of North Palm Beach, Florida

by Rick Gonzalez, AIA, President
(print individual's name and title)
for REG Architects, Inc.
(print name of entity submitting sworn statement)

whose business address is 120 South Olive Ave Suite 210, West Palm Beach, FL 33401

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0130307

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:

A. Does not participate in the boycott of Israel; and

B. Is not on the Scrutinized Companies that Boycott Israel List.

2. If the Contract for goods and services is for more than $1,000,000, I hereby certify that the above-named entity:

A. Is not on the Scrutinized Companies with Activities in Sudan List; and

B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and

C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over $1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

(Signature)

The foregoing document was sworn and subscribed before me this 15 day of December, 2023 by Rick Gonzalez, who is personally known to me or produced _____ as identification.

Notary Public Evelyn M. Park
My Commission Expires: 6-21-26

EVELYN M. PARK
Notary Public - State of Florida
Commission # HH 278960
My Comm. Expires Jun 21, 2026
Bonded through National Notary Assn.

RFQ EXHIBIT "D"
SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(a), FLORIDA STATUTES, ON DISCRIMINATION

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by Rick Gonzalez, AIA, President
(print individual's name and title)
for REG Architects, Inc.
(print name of entity submitting sworn statement)

whose business address is 120 S. Olive Ave, #210, W. Palm Beach 33401

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0130307

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that "discrimination" as defined in Section 287.134(1)(b), Florida Statutes, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion.

3. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of an entity that discriminated; or

b. An entity under the control any natural person who is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another entity, or the pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity.

4. I understand that an "entity" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

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

__X__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been placed on the discriminatory vendors list.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives,

partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the discriminatory vendors list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(Signature)

The foregoing document was sworn and subscribed before me this 15 day of December, 2023 by Rick Gonzalez, who is personally known to me or produced _____ as identification.

Evelyn M Park
Notary Public Evelyn M. Park
My Commission Expires: 6-21-26

EVELYN M. PARK
Notary Public - State of Florida
Commission # HH 278960
My Comm. Expires Jun 21, 2026
Bonded through National Notary Assn.

VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Jamie Mount, P.E., Assistant Director of Public Works

DATE: February 22, 2024

SUBJECT: **RESOLUTION – Acceptance of proposal from Ranger Construction Industries, Inc. for milling and resurfacing services of specified Village roadways and authorizing the execution of a contract.**

The Village budgets for milling and resurfacing projects within the five-year Capital Improvement Plan utilizing Infrastructure Surtax dollars.

The proposed roadways designated for milling and resurfacing included in this project are as follows:

Area 1 (2.91 Miles)

- Fathom Rd
- Fathom Ct
- Gulfstream Rd
- Easterly Rd
- Dory Rd N
- Dory Rd S
- Cruiser Rd N
- Cruiser Rd S
- Anchorage Dr N (E of US 1)
- Lighthouse Dr (E of US 1)
- Lakeside Dr
- Lakeside Cir
- Lakeside Ct
- Atlantic Rd

Area 2 (5.41 Miles)

- Shore Rd
- Pilot Rd
- Kingfish Rd (W of Anchorage)
- Quadrant Rd
- Privateer Rd
- Marlin Rd
- Harbour Rd
- Gulf Rd
- Flotilla Ln
- Flotilla Rd
- Ebbtide Dr
- Driftwood Rd
- Captains Rd
- Bay Rd
- Anchorage Ln (S. of Anchorage Dr)
- Fairwind Dr
- Eastwind Dr
- Country Club Cir
- Club Dr
- Par Ct
- Country Club Ct

Areas 3-5 (0.67 Miles)

- Corsair Dr (S of Lighthouse)
- Jacana Way/Westwind Dr
- Tradewind Dr

These roads were selected following review of the pavement condition assessment performed by Firststep Pavement Management in 2023. The assessment rates the Pavement Condition Index (PCI) of all Village roadways; with PCI grades reflecting the surface condition of the pavement based on the pavement distress observed. The PCI assessment provides an objective basis for determining roadway maintenance needs and priorities. The roads selected for milling & resurfacing for this fiscal year have a designated PCI between 72.0 and 84.8, indicating that they are in satisfactory condition. A PCI above 85 indicates that the road is in good condition. The intent of this year's milling & resurfacing project is to have more than 90% of Village roadways rate above a PCI of 85.

The Village's purchasing policies and procedures authorize concurrent competitive purchasing utilizing pricing established in state and local government contracts currently in effect. Public Works elected to "piggyback" Palm Beach County's (PBC) annual Milling & Resurfacing contract (2021050), which was originally bid in 2021. This bid year resulted in asphalt prices being significantly less than current-day asphalt prices, as well as any similar contracts awarded within the last year for Florida Department of Transportation roadway projects, which typically dictate south Florida asphalt paving costs.

As part of this PBC contract, three (3) contractors were awarded participation contracts as follows:

1. Ranger Construction Industries (Ranger) – Honored 2021 contract prices.
2. M&M Asphalt (All County Paving) – Would not honor 2021 contract prices.
3. General Asphalt Co. – Would not honor 2021 contract prices.

Given that Ranger was the only participating contractor (as part of the PBC contract) to honor prices, Public Works staff requested a proposal from Ranger to provide milling and resurfacing services.

While MOT costs are included within the line-item pricing, the PBC contract does not address mobilization costs. In order to honor the 2021 asphalt pricing, Ranger is requesting mobilization costs for the entire project in the amount of $90,000.00. The mobilization costs are less than 8% of the total contract amount, which is minimal compared to the current 35% asphalt/milling cost increase realized since Ranger's 2021 PBC contract bid.

In addition, the Village has unique milling needs to address the numerous residential driveways and flush intersection concrete curbs. Many driveways experience a 1" to 2" drop-off from the roadway when entering/exiting the driveway. In an effort to provide "near-flush" driveways and properly mill intersection curb returns (without damaging the flush concrete curb), Ranger has proposed using a portable milling machine at a project cost of $22,080. The portable milling machine will be used to mill intersection curb returns; and "as needed" driveway locations following the standard 1" milling. The intent is to reduce or eliminate 1" to 2" drop-offs between the roadway and driveway, and properly mill around intersections with flush curb returns.

Given the information provided above, the total cost of Ranger's proposal is $1,127,793.63. Due to the nature of this project and the potential for unforeseen issues during construction, Village Staff is requesting an approximate 10% project contingency of $122,206.37 for a total project budget of $1,250,000.00. There are sufficient funds available in the Infrastructure Surtax Fund for this purchase *(a summary for the Surtax Fund is included in your agenda backup material for review).*

The attached Resolution and Contract have been prepared and/or reviewed for legal sufficiency by the Village Attorney.

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
Infrastructure Surtax	Public Works / Streets & Grounds Maintenance	I7321-66210	Construction & Major Renovation	$1,127,793.63
			Contingency	$122,206.37
			Total w/ Contingency	**$1,250,000.00**

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution accepting a proposal from Ranger Construction Industries, Inc., to provide milling and resurfacing services for specified Village roadways in an amount not to exceed $1,127,793.63 ($1,250,000 including contingency), with funds expended from the Infrastructure Surtax Fund Account No. I7321-66210 (Public Works/Streets & Grounds - Construction & Major Renovation) and authorizing the Mayor and Village Clerk to execute the Contract for such services in accordance with Village policies and procedures.

RESOLUTION 2024-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA ACCEPTING A PROPOSAL FROM RANGER CONSTRUCTION INDUSTRIES, INC. FOR MILLING AND RESURFACING OF SPECIFIED VILLAGE ROADWAYS PURSUANT TO PRICING ESTABLISHED IN AN EXISTING ANNUAL MILLING AND RESURFACING CONTRACT WITH PALM BEACH COUNTY AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village is in need of contractor to perform milling and resurfacing on specified Village roadways: (Area 1 – Fathom Road, Fathom Court, Gulfstream Road, Easterly Road, Dory Road North and South, Cruiser Road North and South, Anchorage Drive and Lighthouse Drive (east of U.S. One), Lakeside Drive, Lakeside Circle, Lakeside Court, and Atlantic Road; Area 2 – Shore Road, Pilot Road, Kingfish Road (west of Anchorage), Quadrant Road, Privateer Road, Marlin Road, Harbour Road, Gulf Road, Flotilla Lane, Flotilla Road, Ebbtide Drive, Driftwood Road, Captains Road, Bay Road, Anchorage Lane, Fairwind Drive, Eastwind Drive, Country Club Circle, Club Drive, Par Court, and Country Club Court; and Area 3 – Corsair Drive (south of Lighthouse), Jacana Way/Westwind Drive, Tradewind Drive); and

WHEREAS, Village Staff recommended that the Contract be awarded to Ranger Construction Industries, Inc. pursuant to pricing established in an existing Annual Resurfacing and Milling Contract (Project No. 2021050) with Palm Beach County, subject to additional mobilization costs; and

WHEREAS, the Village Council determines that the adoption of this Resolution and the waiver of any conflicting purchasing policies and procedures to allow for, among other things, mobilization costs and costs associated with the use of a portable milling machine, is in the best interests of the residents of the Village of North Palm Beach.

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

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

Section 2. The Village Council hereby approves a Contract with Ranger Construction Industries, Inc. for milling and resurfacing of specified Village roadways pursuant to pricing established in an existing Annual Resurfacing and Milling Contract (Project No. 2021050) with Palm Beach County and authorizes the Mayor and Village Clerk to execute the Contract on behalf of the Village, a copy of which is attached hereto and incorporated herein. The total cost of this Contract shall not exceed $1,127,793.63, with funds expended from Account No. I7321-66210 (Streets & Grounds - Construction & Major Renovation). Including contingency, the total project budget shall be $1,250,000.00.

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

PASSED AND ADOPTED THIS ____DAY OF _____, 2024.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2024, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter "VILLAGE"), and RANGER CONSTRUCTION INDUSTRIES, INC., a Florida corporation (hereinafter "CONTRACTOR"), whose F.E.I. Number is 59-2098662.

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to perform milling and resurfacing on specified Village roadways broken down into three zones; and

WHEREAS, Palm Beach County, through its competitive selection process, awarded an Annual Milling and Resurfacing Contract (Project No. 2021050) ("PBC Contract") to CONTRACTOR; and

WHEREAS, the VILLAGE requested that CONTRACTOR provide the requested services based on the pricing established in the PBC Contract; and

WHEREAS, as authorized by the VILLAGE's purchasing policies and procedures, the VILLAGE desires to retain CONTRACTOR's services by "piggy-backing" the PBC Contract, including all terms, conditions and pricing set forth therein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. PBC Contract. The Palm Beach County Annual Milling and Resurfacing Contract (Project No. 2021050) ("PBC Contract") with CONTRACTOR, attached hereto as Exhibit "A," is incorporated herein by reference.

3. CONTRACTOR's Services and Time of Completion.

A. In accordance with the terms and conditions of the PBC Contract and at the direction of the VILLAGE, CONTRACTOR shall perform the services in accordance with its Quotation Requests dated January 18, 2024, copies of which is attached hereto as Exhibit "B" and incorporated herein by reference.

B. The total cost of such services shall not exceed **One Million One Hundred Twenty-Seven Thousand Seven Hundred Ninety-Three Dollars and Sixty-Three Cents ($1,127,793.63)**, subject to adjustments based on the actual quantities in accordance with the unit pricing set forth in CONTRACTOR'S Proposal.

C. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed and shall be completed within **one hundred and twenty (120) days** of the VILLAGE's issuance of the notice to proceed.

4. Conflict of Terms and Conditions. Conflicts between documents shall be resolved in the following order of precedence:

A. This Contract
B. Exhibit "A" (PBC Contract)
C. Exhibit "B" (CONTRACTOR's Proposal)

5. Compensation to CONTRACTOR. Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(B) above without prior written consent of the VILLAGE. CONTRACTOR shall submit invoices to the VILLAGE for review and approval by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with this Contract, and they then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of all goods and services.

6. Term and Termination.

A. This Contract shall be for the term as indicated in the PBC Contract. Extensions or renewals to the PBC Contract or any modification including new products, terms, or price changes to the PBC Contract shall be submitted by CONTRACTOR to the VILLAGE for approval. In the event the PBC Contract expires and no new contract is let by the PBC, VILLAGE reserves the right, upon written agreement with CONTRACTOR to renew this Contract under the same terms and conditions for an additional period of one (1) year.

B. This Contract may be terminated by the VILLAGE, with or without cause, upon providing ten (10) days' notice to CONTRACTOR. This Contract may be terminated by CONTRACTOR upon providing thirty (30) days' notice to the VILLAGE. Upon any such termination, CONTRACTOR waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits. Unless CONTRACTOR is in breach of this Contract, the VILLAGE shall pay CONTRACTOR for work performed and accepted through the date of termination.

7. Insurance. CONTRACTOR shall obtain and maintain during the term of this Contract all insurance required under the PBC Contract, with the VILLAGE named as an additional insured.

8. Indemnification.

A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.

9. Compliance with all Laws, Regulations and Ordinances. In performing the services contemplated by this Contract, CONTRACTOR shall obtain all required permits (if any) and comply with all applicable federal, state and local laws, regulations and ordinances, including, but by no means limited to, all requirements of the Village Code and the Florida Building Code.

10. Warranty/Guaranty. Unless a longer period is stated in the PBC Contract, CONTRACTOR warrants that its goods and services provided under this Contract will be free of defects in materials and workmanship for a period of one (1) year following delivery and completion of those goods and services.

11. Access/Audits. CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing services pursuant to this Contract for at least five (5) years after termination of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at CONTRACTOR's place of business. Under no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

12. Payment and Performance Bond. As required by Section 255.05(1), Florida Statutes, CONTRACTOR shall record in the public records a statutory payment and performance bond prior to commencing the work.

13. Miscellaneous Provisions.

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

B. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties **knowingly, voluntarily and intentionally waive any right they may have to trial by jury** with respect to any litigation arising out of or in connection with this Contract.

C. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

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

E. All notices required in this Contract shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Contract.

F. The VILLAGE and CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

G. CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith believe that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complained, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

H. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; NPBCLERK@VILLAGE-NPB.ORG; OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

1. Keep and maintain public requires required by the VILLAGE to perform the service.

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

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

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

I. CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract justifying termination.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

RANGER CONSTRUCTION INDUSTRIES, INC.

By: _____

Print Name:_____

Position:_____

VILLAGE OF NORTH PALM BEACH

By: _____
SUSAN BICKEL
MAYOR

ATTEST:

BY:_____
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
VILLAGE ATTORNEY

Central Division
101 Sansbury's Way
West Palm Beach, FL 33411
Phone: (561) 793-9400
Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To:	Village of North Palm Beach	**Date:**	18-Jan-24
		Phone:	(561) 296-1077
Address:	645 Prosperity Farms Road	**Fax:**	
	North Palm Beach, 33408	**Job Name:**	Village of NPB Milling and resurfacing
		Job Location:	Village of North Palm Beach
Contact:	Jamie Mount	**Prop. Owned By:**	

ZONE 1

Fathom Rd.,Fathom Ct., Gulfstream Rd.,Easterly Rd.,Dory Rd N&S, Cruiser Rd. N&S., Anchorage Dr N (E of US1), Lighthouse Dr (E of US1), Lakeside Dr, Lakeside Cir, Lakeside Ct,, Atlantic Rd

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
	MOBILIZATION FOR WHOLE PROJECT	1.00	LS	$90,000.00	**$90,000.00**
31	Superpave asph.conc.SP 9.5 lev C or Type SIII (>500 Tons order) Residential Roadways	2,049.00	TN	$115.00	$235,635.00
28	Mill existing asphalt pvmt Residential Roadways	34,144.00	SY	$2.10	$71,702.40
26	Portable milling machine	24.00	HR	$230.00	$5,520.00
	Bituminous adjustment (January index)				$15,811.69
				TOTAL	**$418,669.09**

Special Note(s):

1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2021050
2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (34,144 SY)
4) This quotation does not include permanent Striping.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.	CONFIRMED: **Ranger Construction Industries, Inc.**
Buyer _____	
Signature _____	Authorized Signature _____
Date Accepted _____	Name & Title **Beatriz Ramirez, Estimator**

Central Division
101 Sansbury's Way
West Palm Beach, FL 33411
Phone: (561) 793-9400
Fax: (561) 790-4332
www.rangerconstruction.com

1) 793-9400
1) 790-4332
truction.com

QUOTATION REQUEST

Submitted To:	Village of North Palm Beach	**Date:**	18-Jan-24
		Phone:	(561) 296-1077
Address:	645 Prosperity Farms Road	**Fax:**	
	North Palm Beach, 33408	**Job Name:**	Village of NPB Milling and resurfacing
		Job Location:	Village of North Palm Beach
Contact:	Jamie Mount	**Prop. Owned By:**	

ZONE 2 (2-1 & 2-2)

Country Club Cir,Country Cl Ct, Club Dr, Par Ct, Shore Rd, Pilot Rd, Kingfish Rd (W of Anchorage), Quadrant Rd, Privateer Rd,Marlin Rd, Harbour Rd,Gulf Rd, Flotilla Ln, Flotilla Rd,Ebbtide Dr,Driftwood Rd, Captains Rd,Bay Rd,Anchorage Ln (S of Anchorage Dr), Fairwind Dr, Section of Eastwind Dr)

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
	MOBILIZATION & MOT FOR WHOLE PROJECT	1.00	LS		**$0.00**
31	Superpave asph.conc.SP 9.5 lev C or Type SIII (>500 Tons order) Residential Roadways	3,809.00	TN	$115.00	$438,035.00
28	Mill existing asphalt pvmt Residential Roadways	63,477.00	SY	$2.10	$133,301.70
26	Portable milling machine	48.00	HR	$230.00	$11,040.00
	Bituminous adjustment (January index)				$29,393.23
				TOTAL	**$611,769.93**

Special Note(s):

1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2021050
2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (63,477 SY)
4) This quotation does not include permanent Striping.

ACCEPTED:		CONFIRMED:	
The above prices, specifications and conditions are satisfactory and are hereby accepted.		**Ranger Construction Industries, Inc.**	
Buyer	_____		
Signature	_____	Authorized Signature	_____
Date Accepted	_____	Name & Title	**Beatriz Ramirez, Estimator**

Central Division
101 Sansbury's Way
West Palm Beach, FL 33411
Phone: (561) 793-9400
Fax: (561) 790-4332
www.rangerconstruction.com

561) 793-9400
561) 790-4332
struction.com

QUOTATION REQUEST

Submitted To:	Village of North Palm Beach	**Date:**	18-Jan-24
		Phone:	(561) 296-1077
Address:	645 Prosperity Farms Road	**Fax:**	
	North Palm Beach, 33408	**Job Name:**	Village of NPB Milling and resurfacing
		Job Location:	Village of North Palm Beach
Contact:	Jamie Mount	**Prop. Owned By:**	

ZONE 3

CORSAIR DR (S OF LIGHTHOUSE)

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
10	Superpave asph.conc.SP 12.5 lev C or Type SI (0-500 Tons order)	127.00	TN	$120.00	$15,240.00
27	1" Mill existing asphalt (<5,000 SY)	1.00	1/2 D	$8,000.00	$8,000.00
26	Portable milling machine	8.00	HR	$230.00	$1,840.00
	Bituminous adjustment (April index)				$486.16
				TOTAL	**$25,566.16**

Special Note(s):
1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2021050
2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
3) Asphalt quantity based on an average yield of 240 lb/sy of 2" laydown. (1,056 SY)
4) This quotation does not include permanent Striping.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.		CONFIRMED: **Ranger Construction Industries, Inc.**	
Buyer	_____		
Signature	_____	Authorized Signature	_____
Date Accepted	_____	Name & Title	**Beatriz Ramirez, Estimator**

Central Division (561) 793-9400
101 Sansbury's Way (561) 790-4332
West Palm Beach, FL 33411 nstruction.com
Phone: (561) 793-9400
Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To:	Village of North Palm Beach	**Date:**	18-Jan-24
		Phone:	(561) 296-1077
Address:	645 Prosperity Farms Road	**Fax:**	
	North Palm Beach, 33408	**Job Name:**	Village of NPB Milling and resurfacing
		Job Location:	Village of North Palm Beach
Contact:	Jamie Mount	**Prop. Owned By:**	

ZONE 4

TRADEWIND DR

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
30	Superpave asph.conc.SP 9.5 lev C or Type SIII (0-500 Tons order) Residential Roadways	197.00	TN	$120.00	$23,640.00
27	Mill existing asphalt (<5,000 SY)	1.00	1/2 D	$8,000.00	$8,000.00
26	Portable milling machine	8.00	HR	$230.00	$1,840.00
	Bituminous adjustment (April index)				$1,520.21
				TOTAL	**$35,000.21**

Special Note(s):
1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2021050
2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (3,285 SY)
4) This quotation does not include permanent Striping.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.		CONFIRMED: **Ranger Construction Industries, Inc.**	
Buyer	_____		
Signature	_____	Authorized Signature	_____
Date Accepted	_____	Name & Title	**Beatriz Ramirez, Estimator**

Central Division (561) 793-9400
101 Sansbury's Way (561) 790-4332
West Palm Beach, FL 33411 nstruction.com
Phone: (561) 793-9400
Fax: (561) 790-4332
www.rangerconstruction.com

QUOTATION REQUEST

Submitted To:	Village of North Palm Beach	**Date:**	18-Jan-24
		Phone:	(561) 296-1077
Address:	645 Prosperity Farms Road	**Fax:**	
	North Palm Beach, 33408	**Job Name:**	Village of NPB Milling and resurfacing
		Job Location:	Village of North Palm Beach
Contact:	Jamie Mount	**Prop. Owned By:**	

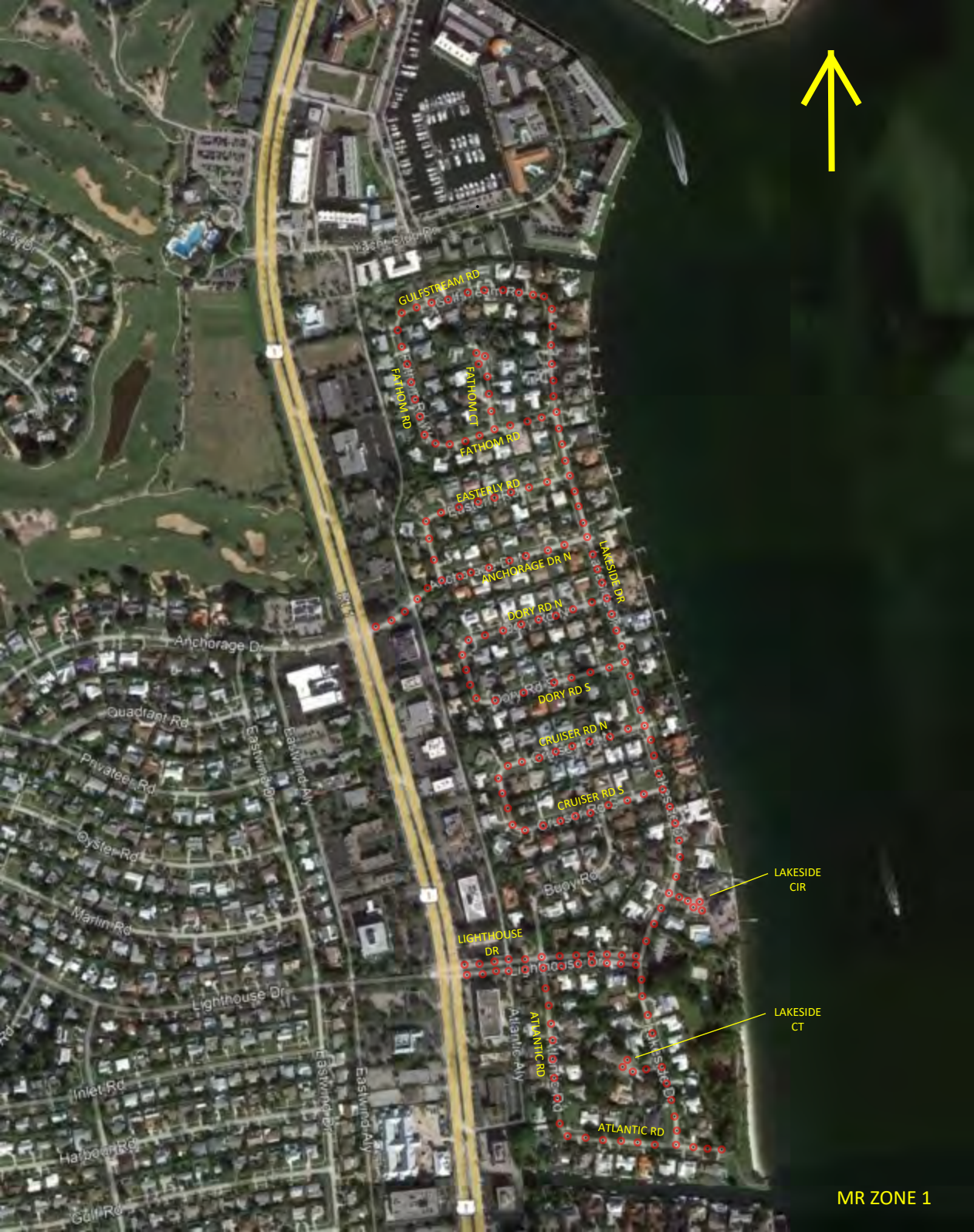
ZONE 5

TRADEWIND DR

ITEM No.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENSION
30	Superpave asph.conc.SP 9.5 lev C or Type SIII (0-500 Tons order) Residential Roadways	211.00	TN	$120.00	$25,320.00
27	Mill existing asphalt (<5,000 SY)	1.00	1/2 D	$8,000.00	$8,000.00
26	Portable milling machine	8.00	HR	$230.00	$1,840.00
	Bituminous adjustment (April index)				$1,628.24
				TOTAL	**$36,788.24**

Special Note(s):
1) Asphalt prices based on Annual Asphalt milling and resurfacing PBC 2021050
2) Quantities based on preliminary information, billing based on final quantities verified from plant weight tickets.
3) Asphalt quantity based on an average yield of 120 lb/sy of 1" laydown. (3,520 SY)
4) This quotation does not include permanent Striping.

ACCEPTED:		CONFIRMED:	
The above prices, specifications and conditions are satisfactory and are hereby accepted.		**Ranger Construction Industries, Inc.**	
Buyer	_____		
Signature	_____	Authorized Signature	_____
Date Accepted	_____	Name & Title	**Beatriz Ramirez, Estimator**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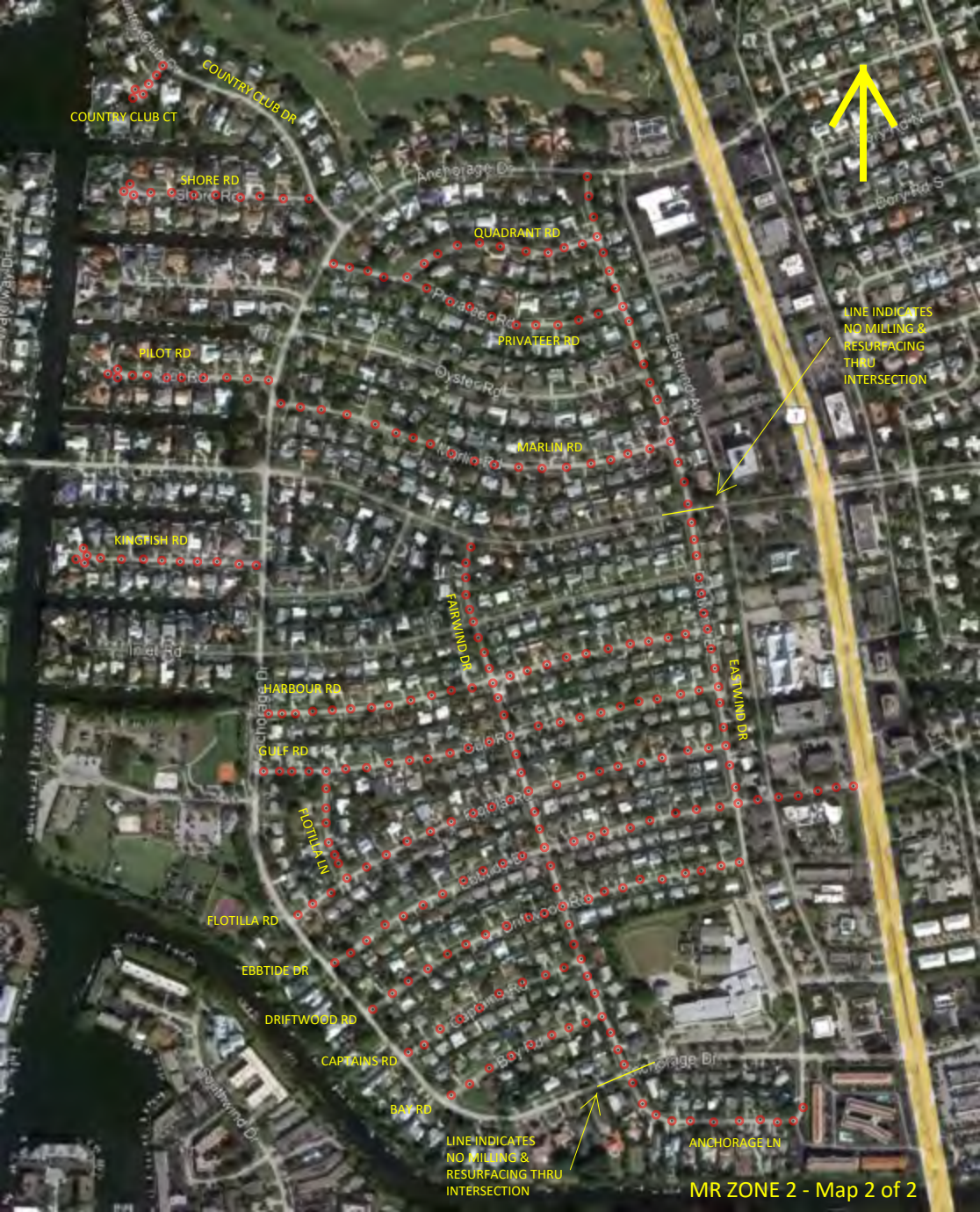
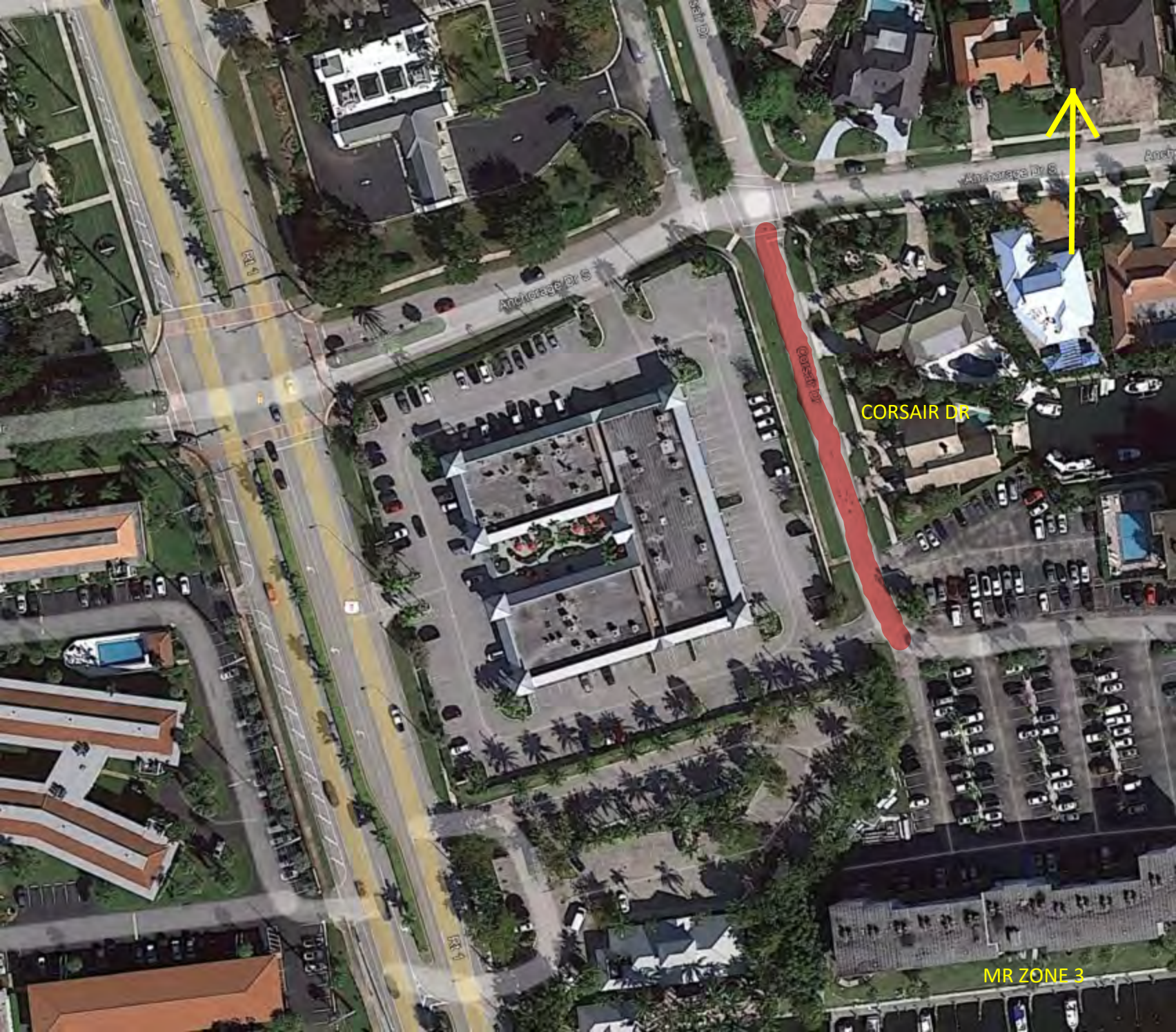
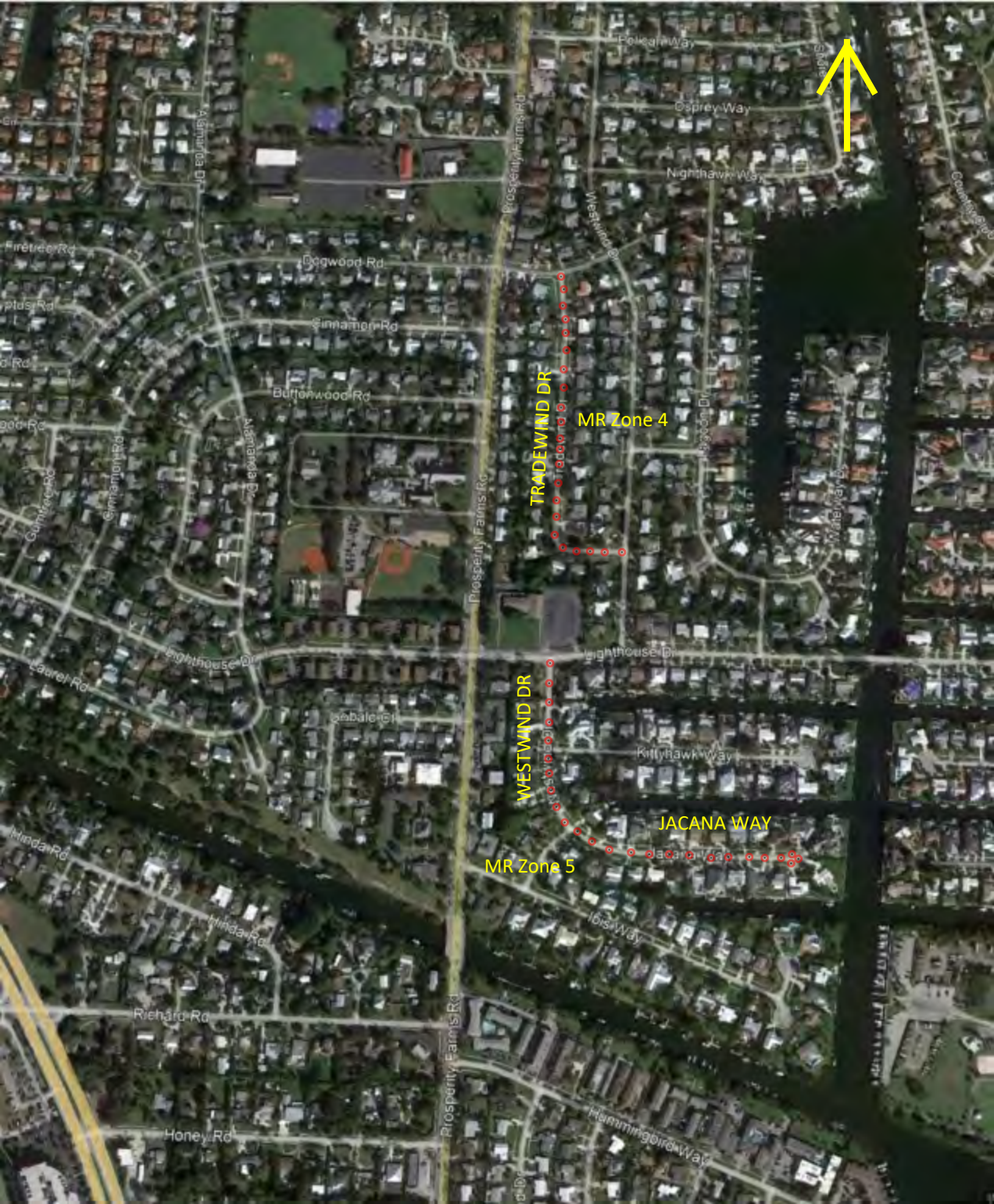
FATHOM RD
FATHOM CT
FATHOM RD
EASTERLY RD
ANCHORAGE DR N
LAKESIDE DR
DORY RD N
DORY RD S
CRUISER RD N
CRUISER RD S
LAKESIDE CIR
LIGHTHOUSE DR
LAKESIDE CT
ATLANTIC RD
ATLANTIC RD
Anchorage Dr
Quadrant Rd
Privateer Rd
Oyster Rd
Marlin Rd
Lighthouse Dr
Inlet Rd
Harbour Rd
Gulf Rd
Eastwind Dr
Eastwind Aly
Buoy Rd
Atlantic Aly
Yacht Club Rd
MR ZONE 1



MR ZONE 2 - Map 2 of 2

COUNTRY CLUB CIR
COUNTRY CLUB DR
Greenway Dr
CLUB DR
PAR CT
MR ZONE 2 - Map 1 of 2


CORSAIR DR
MR ZONE 3


MR Zone 4
TRADEWIND DR
WESTWIND DR
JACANA WAY
MR Zone 5
Prospect Farms Rd
Osprey Way
Nighthawk Way
Dogwood Rd
Cinnamon Rd
Buttonwood Rd
Lighthouse Dr
Laurel Rd
Kittyhawk Way
Ibis Way
Hummingbird Way
Honey Rd
Richard Rd
Hinda Rd

Ranger Construction

CONTRACT DOCUMENTS

AUG 17 2021

FOR

CONSTRUCTION

OF

ANNUAL MILLING AND RESURFACING CONTRACT

PALM BEACH COUNTY, FLORIDA

PROJECT NO. 2021050

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
ENGINEERING & PUBLIC WORKS
ROADWAY PRODUCTION DIVISION

R2021 0984
AUG 17 2021

Project Name: **Annual Milling and Resurfacing Construction Contract**

Project Number: **2021050**

ADDENDUM NO. 1

Date of Issuance: **February 4, 2021**

A SECOND PRE-BID MEETING HAS BEEN SCHEDULED FOR FEBRUARY 11, 2021 AT 10:00 A.M.
ATTENDANCE AT EITHER MEETING FULFILLS THE MANDATORY ATTENDENCE REQUIREMENT

SPECIFICATIONS: Delete: B, C

Insert: B-A, C-A

It is required that **ADDENDUM NO. 1** be acknowledged in the space provided on the **PROPOSAL FORM**.

APPROVED BY: _____

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
ENGINEERING & PUBLIC WORKS
ROADWAY PRODUCTION DIVISION

Project Name: **Annual Milling and Resurfacing Construction Contract**

Project Number: **2021050**

ADDENDUM NO. 2

Date of Issuance: **February 9, 2021**

SPECIFICATIONS: Delete: A, TSP-1, TSP-2, TSP-3

Insert: A-B, TSP-1B, TSP-2B, TSP-3B

Add: SP-32

It is required that **ADDENDUM NO.** __2__ be acknowledged in the space provided on the **PROPOSAL FORM.**

APPROVED BY: *

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
ENGINEERING & PUBLIC WORKS
ROADWAY PRODUCTION DIVISION

Project Name: **Annual Milling and Resurfacing Construction Contract**

Project Number: **2021050**

ADDENDUM NO. 3

Date of Issuance: **February 18, 2021**

PLEASE NOTE, THE BID DUE DATE HAS BEEN POSTPONED UNTIL MARCH 2, 2021.

SPECIFICATIONS: Delete: C-A

Insert: C-C

It is required that **ADDENDUM NO.** 3 be acknowledged in the space provided on the **PROPOSAL FORM**.

APPROVED BY: _____

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
ENGINEERING & PUBLIC WORKS
ROADWAY PRODUCTION DIVISION

Project Name: **Annual Milling and Resurfacing Construction Contract**

Project Number: **2021050**

ADDENDUM NO. 4

Date of Issuance: **February 23, 2021**

PLEASE NOTE, THE BID DUE DATE HAS BEEN POSTPONED UNTIL MARCH 16, 2021.

SPECIFICATIONS: Delete: A-B, B-A, C-C

Insert: A-D, B-D, C-D

It is required that **ADDENDUM NO. 4** be acknowledged in the space provided on the **PROPOSAL FORM.**

APPROVED BY: _____

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
ENGINEERING & PUBLIC WORKS
ROADWAY PRODUCTION DIVISION

Project Name: **Annual Milling and Resurfacing Construction Contract**

Project Number: **2021050**

ADDENDUM NO. 5

Date of Issuance: **March 2, 2021**

PLEASE NOTE, THE 3rd PRE-BID MEETING DATE HAS BEEN POSTPONED UNTIL MARCH 11, 2021.

SPECIFICATIONS: Delete: A-D, B-D, C-D

Insert: A-E, B-E, C-E

Add: SP-33, TSP-4 through TSP-10

It is required that **ADDENDUM NO.** 5 be acknowledged in the space provided on the **PROPOSAL FORM**.

APPROVED BY: _____

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
ENGINEERING & PUBLIC WORKS
ROADWAY PRODUCTION DIVISION

Project Name: **Annual Milling and Resurfacing Construction Contract**

Project Number: **2021050**

ADDENDUM NO. 6

Date of Issuance: **March 11, 2021**

SPECIFICATIONS: Delete: A-E

Insert: A-F

Add: SP-34

It is required that **ADDENDUM NO.** 6 be acknowledged in the space provided on the **PROPOSAL FORM.**

APPROVED BY: _____

PALM BEACH COUNTY, FLORIDA

PROJECT NAME: ANNUAL MILLING AND RESURFACING CONTRACT

PROJECT NO.: 2021050

INDEX

Bidding Forms

Cover Sheet ..... Cover
Index ..... A
Notice to Bidders ..... B
Advertisement for Bid C
Submittals Requested with Bid ..... D
Instructions to Bidders ..... ITB-1 to ITB-13

Specifications / Provisions

Special Provisions ..... SP-1 to SP-31
Special Provisions [Requests for Information (Contractor RFI's)] ..... SP-32 to SP-34
Technical Special Provisions ..... TSP-1 to TSP-10
Standard Specifications SS-1
General Provisions ..... GP-1 to GP-140

Release / Permits / EBO Forms

Driveway Construction Release ..... DE-1 to DE-2
Permits PER-1
EBO Forms ..... EBO-1 to EBO-6

Proposal

Proposal Form ..... P-1 to P-6

Bid Forms / Requirements / Bid Bond

Palm Beach County Local Preference Ordinance & Cert. of Business Location ..... LP-1 to LP-2
Living Wage Ordinance and Certifications ..... LW-1 to LW-4
Scrutinized Companies SC-1
Bid Bond ..... BB-1 to BB-2
Certificate of Resolution CC-1

Contract Forms / Requirements / Construction Bond

Contract ..... C-1 to C-3
Public Construction Bond ..... PCB-1 to PCB-4
EBO Schedules 3 and 4 ..... PC-1 to PC-2
Certification of Sublet Work SW-1
Certificate of Insurance CI-1
Construction Coordination Forms ..... CONST-1 to CONST-11

NOTICE TO BIDDERS

A MANDATORY PRE-BID MEETING WILL BE HELD ON

THURSDAY FEBRUARY 4, 2021 AT 10:00 A.M.
AND ON THURSDAY, FEBRUARY 11, 2021 AT 10:00 A.M.
AND ON THURSDAY MARCH 11, 2021 AT 11:00 A.M.

AT THE ENGINEERING & PUBLIC WORKS DEPARTMENT

IN THE THIRD FLOOR MAIN CONFERENCE ROOM (3W-12)

LOCATED AT 2300 NORTH JOG ROAD

WEST PALM BEACH, FLORIDA, 33411-2745

ATTENDANCE VIA TELECONFERENCE OPTION:
CALL (561) 776-2160
PIN: 903287

ATTENDANCE AT ANY MEETING FULFILLS THE MANDATORY ATTENDANCE REQUIREMENT

IF THERE ARE ANY QUESTIONS CONCERNING THIS MEETING, PLEASE CONTACT THE OFFICE OF ROADWAY PRODUCTION AT (561) 684-4150

ADVERTISEMENT FOR BID

Sealed Bids will be received by the Board of County Commissioners, Palm Beach County, Florida, in the Office of Palm Beach County Engineering & Public Works Department, Roadway Production Division, located at 2300 North Jog Road, Third Floor Room 3W-33, West Palm Beach, Florida, 33411-2745, up to 2:00 P.M., local time, and opened in the Third Floor Conference Room (3W-12) on **Tuesday, March 16, 2021**, for furnishing all Materials, labor, Equipment and supplies necessary for the Construction of:

ANNUAL MILLING AND RESURFACING CONTRACT
PALM BEACH COUNTY PROJECT NO. 2021050

Bids will be accepted via standard shipping services *(such as UPS, FedEx, USPS, or similar)* **at 2300 North Jog Road, Third Floor Room 3W-33, West Palm Beach, Florida, 33411-2745 up to the deadline listed above.**

Bids will be accepted via hand delivery *(including courier services)* from 1:00 p.m until 2:00 p.m. **on the bid due date listed above outside the Engineering & Public Works Lobby at 2300 North Jog Road, Third Floor Room 3E-62 and opened at 2:00 p.m. in this location.**

All conditions and requirements for Bid submission, consideration, and award are contained in the Contract Documents, which are posted on the following Palm Beach County web site:
https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService

To review the Contract documents for this project, go to the above URL and click on the project hyperlink. Contractors may then download and print the Contract documents (Plans, Specifications, Excel Proposal Forms, check list "with required forms" and any other related documents).

Hard copy documents will be available at the Department for a non-refundable service fee of **$20**. The Contractor shall contact Palm Beach County Roadway Production Division at (561) 684-4150 in advance to arrange for hard copies.

All Bids shall be submitted in accordance with the Bid documents, including but not limited to the General Provision Section 2 and accompanied by the documentation referenced therein.

The MANDATORY Pre-Bid Meeting will be held on Thursday, February 4, 2021 at 10:00 A.M. and on February 11, 2021 at 10:00 A.M. and on March 11, 2021 at 11:00 A.M., in the Third Floor Main Conference Room (3W-12) in the Palm Beach County Building at 2300 North Jog Road, West Palm Beach, Florida. The pre-bid meeting may be attended via teleconference by calling (561) 776-2160 and entering PIN 903287 at the above listed date and time. Attendance at any one of the three pre-bid meetings is mandatory for Prime Bidders and highly recommended and strongly encouraged for subcontractors. To the extent you are unable to attend the pre-bid meeting, you may request and obtain an audio recording of the meeting by contacting Palm Beach County Roadway Production Division at (561) 684-4150.

The Board of County Commissioners reserves the right to reject any or all Bids. By order of the Board of County Commissioners, Palm Beach County, Florida.

ATTEST:
JOSEPH ABRUZZO, CLERK OF THE CIRCUIT COURT
& COMPTROLLER

DAVID RICKS, P.E., COUNTY ENGINEER

BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA

BY: Dave Kerner, Mayor

PUBLISH: PALM BEACH POST
SUNDAY: January 24, 2021
SUNDAY: January 31, 2021

SUBMITTALS REQUESTED WITH BID

At a minimum, submit one original package containing the following:
(see contract documents to determine of other requirements apply)

X	EBO Schedules 1 & 2 (pages EBO-1, EBO-2)
X	All Proposal Pages (P Pages)
X	Signed Contractor's Certification (Last P Page)
X	Signed/Sealed Local Preference (Page LP-2) with Copy of Bidder's Palm Beach County Tax Receipt (If Eligible)
X	Signed/Sealed Living Wage (Pages LW-2, LW-3, LW-4)
X	Scrutinized Companies (Page SC-1)
X	Acknowledged/Sealed Bid Bond and Bid Bond forms pages BB-1 and BB-2
X	Certificate of Resolution (Page CC-1)
X	Copy of Firm's Active License to Conduct Business in the State of Florida
X	FDOT Pre-qualification Letter or Similar Project Experience (see General Provisions Section 2-1)

** Please do not staple or permanently bind the bid documents.

INSTRUCTIONS TO BIDDERS

Prospective Bidders are hereby advised that Division I of the FDOT Standard Specifications for Road and Bridge Construction 2017 (and as amended herein) (Specifications) shall serve as instructions to Bidders along with the following:

1. **VSS REGISTRATION REQUIRED**: Prior to Contract award or renewal (Award), Contractor must register in the County's Vendor Self Service (VSS) at https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService. If Contractor intends to use subcontractors, Contractor must also ensure that all subcontractors are registered as vendors in VSS prior to Contract Award. All subcontractor agreements must include a contractual provision requiring that the subcontractor register in VSS. County will not finalize Contract Award until Contractor has certified that the Contractor and all of its subcontractors are registered in VSS.

2. **LAWS AFFECTING PUBLIC WORK:** Bidders shall be familiar with the various Federal, State and Local Laws affecting the prosecution of the Work. As outlined in Section 2-11 of the Specifications, Palm Beach County (County) Administrative Code Section 305.02 & 402.00, and the Purchasing Ordinance (Palm Beach County Code, Chapter 2, Article III, Division 2, Part A), the County is responsible to assure the qualifications of any or all prospective Contractors.

3. **POWER OF ATTORNEY:** Attorneys-in-fact who sign Proposal Guaranties and Contract Bonds must file with such bond a certified copy of their power of attorney to sign said bonds.

4. **ADDENDA – CHANGES WHILE BIDDING:** No interpretation of the meaning of the Plans, Specifications or other Contract Documents will be made to any Bidder orally. Every Request for Information (RFI) is preferred to be submitted to the Director, Palm Beach County Roadway Production Division via electronic mail (e-mail) to email address:

   ENG-RoadwayBids@pbcgov.org

   RFI's may also be mailed or faxed to the Director at the following: 2300 N. Jog Road, Suite #3W-33, West Palm Beach, Florida, 33411-2745. Fax: 561-684-4166. For the RFI to be given consideration, it must be submitted at least five (5) Working Days prior to the date and time fixed for the opening of Bids.

   Any and all such interpretations and any supplemental instructions will be in the form of written Addenda to the Contract Documents which, if issued, will be posted on the following URL: https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService
   up to seventy-two (72) hours prior to the date and time fixed for the opening of Bids. The exceptions to this notification period shall be that of an Addenda whose content is limited to the listing of additional approved manufacturers and substitutions, or one which contains minor clarifications or changes, which shall be issued up to 24 hours prior to the date fixed for the Contract Letting. The request for Bids may be withdrawn, or the date for receipt of Bids may be postponed, at any time prior to the bid opening.

   The Bidder shall acknowledge and certify receipt of all addenda by completing the Proposal Form page. Copies of Addenda will also be made available for inspection at the Department where Bidding Documents are on file for that purpose. Failure of any Bidder to receive any

such Addenda of interpretation shall not relieve any Bidder from any obligation under the Bid as submitted. All addenda so issued shall, ultimately, become part of the Contract Documents.

5. **POSTING OF BID TABULATIONS:** Recommended award will be posted for review by interested parties at the Engineering & Public Works Department located at 2300 N. Jog Rd., Suite #3W-33, West Palm Beach, Florida, 33411-2745, Florida, and will remain posted for a period of at least seventy-two (72) hours prior to approval by the Board of County Commissioners. Failure to file a protest to the Director of Purchasing Department within the time prescribed in the County Purchasing Ordinance shall constitute a waiver of proceedings under the referenced County Ordinance.

6. **EQUAL BUSINESS OPPORTUNITY PROGRAM**

Please note that all forms related to the Equal Business Opportunity (EBO) Program, including waiver forms and good faith effort documentation can be found at:
http://discover.pbcgov.org/oebo/Pages/Documents.aspx.

6.1 - Definitions The following terms, phrases, words and their derivations shall have the meanings given. Where not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, "any" includes "all," "and" includes "or." Capitalized terms are defined as set forth in the EBO Ordinance, and in the Contract.

6.1.1 - **"Prime"** and **"prime consultant"** mean, refer, and relate to **"Prime Contractor,"** as defined in the EBO Ordinance, and to **"Consultant,"** as defined in the Contract, and as applicable.

6.1.2 - **"Solicitation"** and **"solicit"** mean, refer, and relate to Advertisement for Proposals.

6.1.3 - **"Proposer"** shall mean **"Bidder"**

6.1.4 - **"Proposal"** shall mean **"Bid"** as defined in the EBO Ordinance.

6.1.5 – **"Subcontractor"** shall mean **"Subconsultant"** as applicable.

6.2 - Policy
It is the policy of Palm Beach County's Board of County Commissioners that all segments of its business population, including, but not limited to, small, local, minority and women owned businesses, have an equitable opportunity to participate in the Department's procurement process, prime contract and subcontract opportunities. In pursuance of that policy, the Department's Board of County Commissioners adopted an Equal Business Opportunity Ordinance which is codified in Sections 2-80.20 through 2-80.30 (as may be amended) of the Palm Beach County Code. The EBO

Ordinance sets forth the Department's requirements for the EBO Program, and is incorporated herein and made part of this Contract. The Contractor must comply with the requirements contained in this section for the Contractor to be deemed responsive to the solicitation requirements. The provisions of the EBO Ordinance are applicable to this solicitation, and shall have precedence over the provisions of this solicitation in the event of a conflict. Failure to comply with the EBO Ordinance may result in any of the penalties listed in section 6.9.

6.3 - Application of S/M/WBE Goals through Affirmative Procurement Initiatives (APIs)

The Contractor must adhere to the Affirmative Procurement Initiatives (APIs) as incorporated herein, including Advertisement for Bid, and the specifications set forth in Contractor's response, which are both incorporated herein by reference. Failure to comply with this Section is a material breach of this Contract. The Bidder is encouraged to seek additional small business enterprises for participation in subcontracting opportunities.

6.3.1 - Application of API(s)

The API approved for this solicitation, including any applicable S/M/WBE goals is:

SBE Subcontracting Program (EBO Ordinance Section 2.80.27(1)(c))
A 15% SBE subcontracting participation goal is established for this Contract.
A minimum mandatory goal of 15% of the total estimated dollar value of the Contract shall be subcontracted to SBEs, however the EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or Subcontractor firms.

Any bid that fails to comply with the API requirements included in this solicitation after the period allowed for waiver requests has lapsed shall be deemed non-responsive to the solicitation requirements.

6.3.2 - API Waiver Requests

If The Contractor is unable to comply with the API(s) requirements as set forth in this solicitation, the Contractor shall submit a request for a waiver or partial waiver at least seven (7) business days prior to the bid due date as stated in the solicitation. If the Contractor requests a waiver from an API requirement from the Office of Equal Business Opportunity (OEBO) at least seven (7) business days prior to the bid due date, then the bid due date will be extended pending the outcome of a waiver request. Additionally, if the waiver is granted, the solicitation will be amended accordingly and the due date extended. After submission of a bid, if The Contractor, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then The Contractor must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, as defined below, the Contractor is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Contractor's inability to

meet the goal requirement. In the event the Contractor is found not to have performed Good Faith Efforts, as defined below, in its attempt to find a suitable substitute for the initial S/M/WBE proposed utilization, one (1) or more of the penalties and sanctions as set forth in the EBO Ordinance may be applied.

6.3.3 - Good Faith Efforts

Such waiver request shall include specified documentation that demonstrates satisfactory Good Faith Efforts, as defined below, were undertaken by The Contractor to comply with the requirements as described under the selected API. The Good Faith Effort waiver request with instructions for submission to the OEBO, is located on the EBO website at http://discover.pbcgov.org/oebo/Pages/Documents.aspx. The OEBO shall review a waiver request within seven (7) business days of receipt. The bid due date will be extended during this review period. If the OEBO determines that adequate Good Faith Efforts, as defined below, have been demonstrated by the Contractor to warrant a partial or total waiver of the API, then the solicitation shall be amended accordingly to reflect the partial or total waiver, and any bids received by the Department in the interim shall be returned unopened. The amended solicitation shall then be advertised to all prospective Bidders and the bid due dated extended. However, if the OEBO determines that the Bidder failed to submit documentation sufficient to demonstrate that Good Faith Efforts, as defined below, were undertaken by the Bidder to support its waiver or partial waiver request, the request for waiver or partial waiver shall be denied, and the solicitation shall remain unchanged. In the event of an adverse waiver or partial waiver request decision, the Bidder shall have the right to request reconsideration of the adverse decision by the Director OEBO, and if still aggrieved, shall be subsequently entitled to the process for an appeal to a Special Master as referenced in Section 2.-80.28 (b) of the EBO Ordinance. The solicitation due date shall be extended pending the OEBO Director's reconsideration and Special Master appeal process, if requested.

6.3.4 - Documentation Required for Good Faith Efforts

Documentation means documentation of the Bidder's intent to comply with the applicable API(s), including, but not limited to, the following:

- documentation as stated in the solicitation reflecting the Bidder's commitment to comply with S/M/WBE goals as established by the OEBO for a particular contract; or
- documentation of efforts made toward achieving EBO program goals
    - solicitations of bids/proposals/qualification statements from all qualified S/M/WBE firms listed in the OEBO's directory of certified S/M/WBE firms;
    - correspondence from qualified S/M/WBE firms documenting their unavailability to perform S/M/WBE contracts;

- documentation of efforts to subdivide work into smaller quantities for subcontracting purposes to enhance opportunities for S/M/WBE firms;
- documentation of a Prime Consultant's posting of a bond covering the work of S/M/WBE subcontractors;
- documentation of efforts to assist S/M/WBE firms with obtaining financing, bonding or insurance required by the Bidder; and
- documentation of consultations with trade associations and contractors that represent the interests of S/M/WBEs in order to identify qualified and available S/M/WBE subcontractors.

Scoring of Good Faith Efforts documentation and administrative determinations regarding the adequacy of such Good Faith Efforts is the responsibility of the OEBO.

6.4 - Proposal Submission Documentation

S/M/WBE bidders, proposing as prime contractors, are advised that they must complete Schedule 1 and Schedule 2, listing the work to be performed by their own workforce, as well as the work to be performed by all subcontractors, including S/M/WBE subcontractors. Failure to include this information on Schedule 1 will result in the participation by the S/M/WBE prime bidder's own workforce NOT being counted towards meeting the S/M/WBE goal. This requirement applies even if the S/M/WBE bidder intends to perform 100% of the work with their own workforce.

6.4.1 - S/M/WBE Participation. Bidder represents and warrants that Bidder will meet the S/M/WBE participation percentages submitted in its bid with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Bidder agrees to provide any additional information requested by the Department to substantiate participation.

6.4.2 - Bidders are required to submit Schedules 1 and 2 with their bid in order to be deemed responsive to this solicitation. Subcontractor documentation shall be submitted as follows:

6.4.2.1 - Schedule 1 - List of Proposed Subcontractors

A completed Schedule 1 submitted by the prime shall list the names of all subcontractors intended to be used in performance of the Contract, if awarded. The total proposed percentage of S/M/WBE participation shall also be included on this form. This schedule shall also be used if an S/M/WBE Contractor is performing all or any portion of this Contract with their work force.

6.4.2.2 - Schedule 2 - Letter of Intent

A completed Schedule 2 is a binding document between the Contractor and a subcontractor (or any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties

recognize this Schedule as a binding document. Each Schedule 2 shall be properly executed by the Contractor and by the proposed subcontractor. If the Contractor is an S/M/WBE, a Schedule 2 shall be submitted to document work to be performed by its workforce. All S/M/WBE(s) shall specify, in detail, the type of work they will perform along with the dollar amount they will be compensated and/or percentage of work they will perform. If any subcontractor intends to subcontract any portion of their work, they are required to list the dollar amount and the name of the subcontractor on this form. All named subcontractors on this form must also complete and submit a separate Schedule 2. The Contractor may count toward its S/M/WBE goal second and third tiered certified S/M/WBE(s); provided that the Contractor submits a completed Schedule 2 form for each S/M/WBE.

A detailed quote or bid may be attached with a signed Schedule 2.

6.4.2.3 – Schedule Submittals

6.4.2.3.1 - Failure to submit a properly executed Schedule 1 and Schedule 2 will result in a bid being rejected as non-responsive to the solicitation.

6.4.2.3.2 - In the event of a conflict between Schedules 1 and 2 when calculating S/M/WBE participation, the information provided on Schedule 2 shall have precedence.

6.4.2.3.3 - In the event of mathematical error(s), the unit price, if available, shall prevail and the prime's total offer shall be corrected accordingly.

6.4.3 - The Department reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Contract.

6.5 - S/M/WBE Certification

Only those firms certified by Palm Beach County at the time of bid submission shall be counted toward the established S/M/WBE goals. Upon receipt of a completed application, **IT TAKES UP TO NINETY (90) BUSINESS DAYS TO BECOME CERTIFIED AS AN S/M/WBE WITH PALM BEACH COUNTY.** It is the responsibility of the bidder to confirm the certification of any proposed S/M/WBE; therefore, it is recommended that bidders visit the online Vendor Directory at www.pbcgov.org/oebo to verify S/M/WBE certification status. Firms must continue to recertify during the life of the Contract as the Department may only count toward the established goal, work performed by an S/M/WBE during the time their certification dates are valid.

6.6 - Counting S/M/WBE Participation

Once a business is determined to be an eligible S/M/WBE according to the County certification procedures, the Contractor may count toward its goals only that portion of the total dollar value of a contract performed by the S/M/WBE. Prior to issuance of this solicitation, the total dollar value of a contract will be determined by the Department by defining factors to be considered as value. Total dollar value of retail contracts shall be determined by Gross Receipts, as defined in the EBO Ordinance.

6.6.1 - Certified S/M/WBE participation will only count toward the established goal in a business category in which it does not exceed the size standard.

6.6.2 - The Contractor may count toward the established API a portion of the total dollar value of a contract with a joint venture, based on the clearly defined portion of the work to be performed by the certified S/M/WBE of the joint venture.

6.6.3 - The Contractor may count toward the established API the entire expenditures for materials and equipment purchased by an S/M/WBE subcontractor, provided that the S/M/WBE subcontractor has the responsibility for the installation of the purchased materials and equipment.

6.6.4 - The Contractor may count sixty percent (60%) of its expenditure to S/M/WBE suppliers / distributors that are not manufacturers toward the established goal.

6.6.5 - The Contractor may count toward the established goal, second and third tiered certified S/M/WBEs, provided that the Prime submits a completed Schedule 2 form for each S/M/WBE.

6.6.6 - The Contractor may count the entire expenditure to an S/M/WBE manufacturer toward the established goal (i.e., a supplier/distributor that produces goods from raw materials or substantially alters the goods before resale).

6.6.7 - The Contractor may only count towards the established goal the goods and services in which the S/M/WBE subcontractor is certified and performs with their work force.

6.7 - Responsibilities After Contract Award

6.7.1 - Schedule 3- Subcontractor Activity Form

The Contractor shall submit a completed Activity Report form (Schedule 3) with each invoice, or payment application when any subcontractor has provided services during the period in which the Prime is requesting payment. This form shall contain the names of all

subcontractors, and specify the contracted dollar amount; approved change orders; revised contract amount; amount drawn this period; amount drawn to date; and payments to date issued to all subcontractors with their starting date.

6.7.2 - Schedule 4- Payment Certification Form
A fully executed Schedule 4 shall be submitted for each subcontractor after receipt of payment from the Contractor. The Contractor shall submit this form with each payment application or invoice submitted to the Department when the Department has paid the Contractor on the previous payment application for services provided by a subcontractor. If any subcontractor intends to disburse funds associated with this payment to another subcontractor for labor provided on this Contract, the amount and name of the subcontractor shall be listed on this form. All named subcontractors on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Contractor is a certified S/M/WBE, a Schedule 4 shall be submitted to reflect the amount of payment retained by the Contractor for services performed by its own workforce. All bidders hereby agree and assure that they will meet the S/M/WBE participation percentages submitted in their respective bids with the subcontractors contained on Schedules 1 and 2 and at the dollar values specified. Respondents or bidders agree to provide any additional information requested by the Department to substantiate participation.

6.7.3 - The successful CONSULTANT shall submit a Subcontractor Activity Form (Schedule 3) and Payment Certification Forms (Schedule 4) with each payment application or as otherwise required by EBO. **Failure to provide these forms may result in a delay in processing payment or disapproval of the invoice until they are submitted.** The Subcontractor Activity Form (Schedule 3) is to be filled out by the Contractor and the Payment Certification Forms (Schedule 4) are to be executed by the subcontractor to verify receipt of payment.

6.7.4 - Upon letter notification by the Department that the EBO payment portal/tracking system is available for use, the Contractor is required to input all subcontractor payment information directly into the EBO payment portal prior to submitting a payment application.

6.7.5 - Post Proposal Waiver Request. After submission of a bid, if Bidder, through no fault of its own, is unable to meet the S/M/WBE participation specified in its bid, then Bidder must immediately seek substitute S/M/WBEs to fulfill the requirements and obtain the approval of the EBO Director. If, after reasonable Good Faith Efforts, the Bidder is unable to find an acceptable substitute S/M/WBE, a post-bid opening waiver may be requested. The request shall document the reasons for the Bidder's inability to meet the goal requirement. In the event the Bidder is found not to have performed Good Faith Efforts

in its attempt to find a suitable a substitute for the initial S/M/WBE proposed utilization, one (1) or more of the penalties and sanctions as set forth herein may be imposed by the EBO Office.

6.7.6 - Change Orders and Modifications. If the Department's issuance of an alternate or change order on a project results in changes in the scope of Work to be performed by a S/M/WBE subcontractor listed at bid opening, the Contractor must submit a modified, completed and signed Schedule 2 that specifies the revised scope of Work to be performed by the S/M/WBE, along with the price and /or percentage.

6.8 - S/M/WBE Substitutions - Contractor must notify the Office of EBO of changes in S/M/WBE utilization and get prior approval for any substitutions.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the Contractor shall promptly do so, subject to acceptance of the new subcontractor by the Department.

6.8.1 - After Contract award, the Contractor will only be permitted to substitute a certified S/M/WBE that is unwilling or unable to perform. The Contractor will only be permitted to modify the scope of work or price of an S/M/WBE listed at bid opening or date/time for submission of the response to the solicitation as a result of the Department's issuance of an amendment, alternate or change orders on a project. Substitutions shall be done with like certified S/M/WBEs in order to maintain the participation percentages submitted with the bid.

6.8.2 - All requests for modifications or substitutions shall be submitted to the Department's Office of EBO on the EBO Request for S/M/WBE Substitution Modification Removal Form for review. Upon receiving an approval for substitution, the Contractor shall submit a completed and signed Schedule 2 for the new S/M/WBE; the new S/M/WBE shall specify the type of work to be performed, and the dollar amount and/or percentage shall also be specified upon receiving approval for modification or substitution. A detailed quote or bid may be attached with a properly executed Schedule 2.

6.9 - EBO Program Compliance- Penalties

6.9.1 - Under the EBO Ordinance, the OEBO is required to implement and monitor S/M/WBE utilization during the term of any contract resulting from this solicitation. It is the Department's policy that S/M/WBEs shall have the maximum feasible opportunity to participate in the performance of Palm Beach County contracts. All Bidders are required to comply with the EBO Ordinance and shall be expected to comply with the API(s) applicable to this solicitation, as well

as the S/M/WBE utilization proposed by a Bidder in its Proposal, which utilization plan forms a part of any resulting Contract.

6.9.2 – The Office of EBO has the right to review Contractor's records and interview Subcontractors. The Director of the OEBO or designee may require such reports, information, and documentation from the Bidder as are reasonably necessary to determine compliance with the EBO Ordinance requirements.

6.9.2.1 - Non-compliance with the EBO Ordinance must be corrected within fifteen (15) days of notice of non-compliance.

6.9.2.2 - If the Contractor does not resolve the non-compliance within fifteen (15) calendar days of receipt of written notice of non-compliance, then upon recommendation of sanctions by the Director of EBO or designee in consultation with the Department regarding the failure of a contractor, vendor, respondent or bidder or other business representative to comply with any portion of the EBO Ordinance, the Director of the EBO or designee (for purposes of imposing penalties, the Purchasing Director shall serve as the EBO designee) may impose any or all of the following penalties on the non-complying party any or all of the following penalties:

- Suspension of Contract;
- Withholding of funds;
- Termination of Contract based upon a material breach of Contract pertaining to EBO Program compliance;
- Suspension or Debarment of a respondent or bidder, contractor or other business entity from eligibility for providing goods or services to the Department for a period not to exceed three (3) years; and
- Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the Contract, and the dollar value of S/M/WBE participation as actually achieved, if applicable.

6.10 – Payments to Subcontractors

6.10.1 - Contractor shall pay subcontractors undisputed amounts within ten (10) days after Department pays the Contractor. In the event of a disputed invoice, the Contractor shall send the subcontractor(s) and Department a written notice of the dispute within five (5) days after receipt of the subject invoice.

6.10.2 - The Contractor agrees to pay its subcontractors in compliance with the Florida Prompt Payment Act. In the event Contractor fails to comply with payments(s) to its subcontractors in accordance with the Florida Prompt Payment Act, Contractor shall be subject to any and all

penalties and sanctions available under the terms of the EBO Program, its contract with the Department, or any other applicable law.

7. INCENTIVES

Apprentice Incentive

Palm Beach County offers an Apprentice Incentive payment to a contractor who actually expends a minimum of $25,000 (including subcontractors) in payroll costs on apprentice wages. For purposes of this section, "apprentice" means any person who is participating in a Florida Department of Education registered apprenticeship program. The Living Wage provisions of this Contract shall not be diminished by paying an apprentice less than the Living Wage.

Upon completion of the Contract, Contractor may apply for the payment which will be added to the Contract by change order. If the County determines that the Contractor complied with the requirements of this section, it will reimburse the contractor 20% of its apprentice wages (including payroll taxes, costs, and benefits) up to a maximum reimbursement of $100,000. The request must be submitted no later than 45 days after Substantial Completion of the project.

For projects with construction costs of $20,000,000 or greater, the threshold amount of expenditures for apprentices which must be paid to qualify for the incentive shall increase to $50,000 and the maximum reimbursement payment to $200,000.

To be eligible for the Apprenticeship Incentive payment, the apprentice employer (through the Contractor) must provide the following documentation: apprentice name(s), contact information, the apprentice Registered Apprenticeship Partners Information Data System (RAPIDS) Registration number, certification from the apprentice program that the employee was in good standing during the time on the project, registered trade, and certified payroll for the apprentice hours worked on the project.

The Contractor is required to forward all documentation, assembled and submitted by the apprentice employer in accordance with the above paragraph, to the County for review and disposition. Any incentive that the County approves shall be provided to the apprentice employer in full.

Glades Resident Incentive

Palm Beach County offers an incentive Payment to any contractor (and subcontractors) who hires a new employee that is a resident of the Glades area for work on County contracts (Glades Employee). For purposes of this section, "resident of the Glades area" means any person whose legal residence is located in the Glades area as defined in the Palm Beach County Local Preference Ordinance.

To be eligible for the Incentive Payment, the employee must be a full-time employee of the Contractor for a minimum of 3 weeks on this project and cannot have worked for the Contractor

claiming the Glades Employee as a new hire for 90 days prior to this project. Within 5 days of the Contractor hiring and the Glades Employee reporting to work at the project site, Contractor must provide the following documentation (Hiring Certification): Glades Employee name, contact information including legal residence, copy of driver's license or other proof of residence, hire date, start date at project site, and trade. Both the Glades Employee and employer must sign the Hiring Certification with signatures notarized.

The County has the right, but not the obligation, to conduct unannounced field interviews with the Glades Employee to ensure compliance with the requirements of this Section.

Upon completion of the Contract, Contractor may apply for the Incentive Payment which will be added to the Contract by change order. The documentation (Incentive Certification) required includes resubmitting of the Hiring Certification along with the employment end date or last day on the job site (whichever is earlier), a certified payroll for the hours worked on the project, and employee wages and benefits paid. The Incentive Certification must be signed by both the Glades Employee and employer with both signatures notarized. No markup will be allowed either by the General Contractor or a subcontractor.

If the County determines that the Contractor complied with the requirements of this section, it will reimburse the contractor 30% of the new employee(s) wages (including payroll taxes, costs, and benefits) up to a maximum reimbursement of $100,000. The request must be submitted no later than 45 days after Substantial Completion of the project.

A Contractor can only claim the Incentive Payment once for each Glades Employee within a rolling twelve (12) month period, but the incentive can be claimed across multiple County contracts.

It is a Contract requirement of the Contractor that any reimbursement requested by a subcontractor under this Section be processed by the Contractor to the County for review.

8. ANNUAL CONSTRUCTION CONTRACT ON A TASK WORK ORDER BASIS

See Special Provisions for Method of Ordering Work (SP-10) and Annual construction Contract intent and spending limits (pages SP-11, C-1).

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9. PRE-BID SITE INSPECTION AND MANDATORY PRE-BID MEETING

SITE INSPECTION – This is an annual countywide contract on a work task order basis. The sites for the work task orders are to be determined as the need arises. Therefore no Department sponsored Pre-Bid Inspection Meeting will be held for this Contract.

MANDATORY PRE-BID MEETING – See Notice to Bidders. All Contractors who submit a bid as a Prime Contractor are required to attend the Mandatory Pre-Bid Meeting. Any Prime Bidder who did not attend the Pre-Bid Meeting will be deemed non-responsive. If less than three (3) Bidders attend the Pre-Bid Meeting, the Department reserves the right to waive this requirement.

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SPECIAL PROVISIONS

1. COMMERCIAL NON-DISCRIMINATION: The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Contractor warrants and represent that throughout the term of the Contract, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Contract.

The Contractor represents and warrants that it will comply with the County's Commercial Nondiscrimination Policy described in Resolution 2017-1770, as amended. As part of such compliance, the Contractor shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information in the solicitation, selection, hiring or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Contractor retaliate against any person for reporting instances of such discrimination. The Contractor shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the County's relevant marketplace in Palm Beach County. The Contractor understands and agrees that a material violation of this clause shall be considered a material breach of any resulting contract and may result in termination of the contract, disqualification or debarment of the Contractor from participating in County contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

All subcontractor agreements shall include this commercial non-discrimination clause.

2. PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL: Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed Department contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the Contractor, its officers, agents, employees, and lobbyists in order to ensure compliance with Contract requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

3. PUBLIC ENTITY CRIMES: In accordance with F.S. 287.133 (2) (a), persons and affiliates who have been placed on the convicted vendor list may not submit Bids, Contract with, or perform work (as a contractor, supplier, subcontractor or consultant) with any public entity (i.e. Palm Beach County) in excess of Twenty five Thousand dollars (or such other amount as may be hereafter established by the Florida Division of Purchasing in accordance with F.S. 287.017) for a period of 36 months from the date of being placed on the convicted vendor list.

As provided in F.S. 287.132-133, by entering into this Contract or performing any Work in furtherance hereof, the contractor certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287-133(3)(a).

The Contractor, Contractor's employees, or subcontractors of Contractor and employees of subcontractors shall comply with Palm Beach County Code, Section 2-371 - 2-377, the Palm Beach County Criminal History Records Check Ordinance (Ordinance), for unescorted access to critical facilities (Critical Facilities) or criminal justice information facilities (CJI Facilities) as identified in Resolutions R2013-1470 and R2015-0572, as amended. The Contractor is solely responsible for the financial, schedule, and/or staffing implications of this Ordinance. Further, the Contractor acknowledges that its Contract price includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE/FBI fees that shall be paid by the Department.

This Contract may include sites and/or buildings which have been designated as either "critical facilities" or "criminal justice information facilities" pursuant to the Ordinance and above referenced Resolutions, as amended. Department staff representing the Department will contact the Contractor(s) and provide specific instructions for meeting the requirements of this Ordinance. Individuals passing the background check will be issued a badge. The Contractor shall make every effort to collect the badges of its employees and its subcontractors' employees upon conclusion of the Contract and return them to the Department. If the Contractor or its subcontractor(s) terminates an employee who has been issued a badge, the Contractor must notify the Department within two (2) hours. At the time of termination, the Contractor shall retrieve the badge and shall return it to the Department in a timely manner.

The Department reserves the right to suspend the Contractor if the Contractor 1) does not comply with the requirements of County Code Section 2-371 - 2-377, as amended; 2) does not contact the Department regarding a terminated Contractor employee or subcontractor employee within the stated time; or 3) fails to make a good faith effort in attempting to comply with the badge retrieval policy.

4. CHAPTER 119, F.S. PUBLIC RECORDS

Notwithstanding anything contained herein, as provided under Section 119.070 I, F.S., if the Contractor: (i) provides a service; and (ii) acts on behalf of the Department as provided under Section 119.011(2) F.S., the Contractor shall comply with the requirements of Section 119.0701, Florida Statutes, as it may be amended from time to time. The Contractor is specifically required to:

1. Keep and maintain public records required by the Department to perform services as provided under this Contract.

2. Upon request from the Department's Custodian of Public Records, provide the Department 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.

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

4. Upon completion of the Contract the Contractor shall transfer, at no cost to the Department, all public records in possession of the Contractor unless notified by the Department's representative/liaison, on behalf of the Department's Custodian of Public Records, to keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the 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 records stored electronically by the Contractor must be provided to the Department, upon request of the Department's Custodian of Public Records, in a format that is compatible with the information technology systems of the Department, at no cost to the Department.

Failure of the Contractor to comply with the requirements of this Article shall be a material breach of this Contract. The Department 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, F.S., 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:

Records Request, Palm Beach County Public Affairs Dept.
301 N. Olive Avenue
West Palm Beach, FL 33401
By email at: RECORDSREQUEST@PBCGOV.ORG
Or by Telephone at: 561-355-6680

5. SUBLETTING OR ASSIGNING CONTRACTS: All awards will be made with the understanding that the Work awarded will be performed by the Contractor to whom the award is made, with the assistance of workers, under the Contractor's immediate supervision, and the Contract shall not be sublet, conveyed, transferred or assigned to another Contractor except with the consent of the Department. In no event will the Contractor be released from responsibility. Contractor shall perform not less than 40% of the total Contract amount with its own organization.

6. THE USE OF PATENTED PROCESSES, ETC.: The basis on which a Contract will be awarded will be the bid prices. Prices shall include all charges for the use of patent processes, Materials or methods, and for all other similar incidental charges not expressly provided for in these Contract Documents.

7. NON-COLLUSION: Bidder certifies that this Bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a Bid for the same Materials, services, supplies, or Equipment and is in all respects fair and without collusion or fraud. Conviction for the commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.

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

8. CONFLICT OF INTEREST: The award is subject to the provisions of the applicable Federal laws, rules and regulations, the Florida Statutes and the Department's ordinances and resolutions. All Bidders must disclose with their Bid the name of any officer, director, or agent of their firm who is also an employee of the Department.

The Contractor represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Chapter 112, Part III, Florida Statutes, and the Palm Beach County Code of Ethics. The Contractor further represents that no person having any such conflict of interest shall be employed for said performance of services.

The Contractor shall promptly notify the Department's representative, in writing, by certified mail, of all potential conflicts of interest of any prospective business association, interest or other circumstance which may influence or appear to influence the Contractor's judgement or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of Work that the Contractor may undertake and request an opinion of the Department as to whether the association, interest or circumstance would, in the opinion of the Department, constitute a conflict of interest if entered into by the Contractor. The Department agrees to notify the Contractor of its opinion by certified mail within thirty (30) days of receipt of notification by the Contractor. If, in the opinion of the Department, the prospective business association, interest or circumstance would not constitute

a conflict of interest by the Contractor, the Department shall so state in the notification and the Contractor shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Department by the Contractor under the terms of this Contract.

Further, all Bidders must disclose the name of any Department employee who owns, directly or indirectly, an interest of ten percent or more in the Bidder's firm or any of its branches.

9. REGULATED SUBSTANCE USE REQUIREMENTS

"Best Management Practices" for the Construction Industry

A. The Contractor shall be responsible for assuring that each contractor or subcontractor evaluates each site before construction is initiated to determine if any site conditions may post particular problems for the handling of any Regulated Substances. For instance, handling Regulated Substances in the proximity of water bodies or wetlands may be improper.

B. If any regulated substances are stored on the construction site during the construction process, they shall be stored in a location and manner which will minimize any possible risk of release to the environment. Any Regulated Substances shall have constructed below it an impervious containment system constructed of Materials of sufficient thickness, density and composition that will prevent the discharge to the land, groundwater, or surface waters, or any pollutant which may emanate from said storage container or containers. Each containment system shall be able to contain 150% of the contents of all storage containers above the containment system.

C. Each contractor shall familiarize themselves with the manufacturer's safety data sheet supplied with each material containing a Regulated Substance and shall be familiar with procedures required to contain and clean up any releases of the Regulated Substance. Any tools or Equipment necessary to accomplish same shall be available in case of a release.

D. Upon completion of construction, all unused and waste Regulated Substance and containment systems shall be removed from the construction site by the responsible contractor and shall be disposed of in a proper manner as prescribed by law.

10. UNIT PRICES: The Contractor is advised that the Contract is a unit price contract. As such, the Bidder shall include all labor, Materials, transportation, Equipment, fuel, and all other items necessary to complete the item of Work, in the unit price for the item. All items incidental to or necessary for the completion of the bid item shall be included in the unit price for the item.

The Contractor shall also comply with to Section 9-3.1 in relation to unit prices.

11. CONTINGENT ITEMS: The Contractor shall not use contingent items to meet the EBO goal(s) participation for the Contract. The SBE and M/WBE participation goals established for the Contract, as specified in the Instructions to Bidders, shall include all pay items for the project,

less the contingency items. The use of contingent pay items shall only increase the SBE and M/WBE participation of the Contract, over and above the required goals achieved by use of regular pay items.

12. DAILY REPORTS: The Contractor shall keep daily reports of all personnel and Equipment on the project for review by the Department for the entire Contract Time.

13. UTILITIES CONTACTS: Potential utility conflicts may vary with each Work site. Prior to commencing Work, the Contractor shall visit the Work site and ascertain all site conditions, including utilities. It shall be the Contractor's responsibility to avoid conflicts with existing underground and overhead utilities and structures. Contractor shall contact the utility owners to arrange for protection or adjustment of utilities as provided in Section 7.

The Contractor shall notify all utilities servicing the Work area at least 48-hours prior to any excavation so that underground utilities may be located. The Contractor has the responsibility to contact **Sunshine State One-Call of Florida, Inc. at 1-800-432-4770** to schedule marking locations of the utilities which subscribe to their service. The Contractor shall also call (561) 641-3429 for Palm Beach County Water Utility locations and call (561) 233-3900 for Palm Beach County Traffic Control Utility locations.

The Contractor shall properly maintain and protect all utilities. The Contractor shall be responsible for the cost to repair all damages to utilities caused by his operations.

The Contractor shall fully cooperate at all times with the Owners of Utility Companies in order to maintain the operation of the existing utilities with the least amount of interference and interruption possible.

When utility installation/adjustments are included as part of the Proposal, all utility companies (including Palm Beach County Water Utilities Dept.) reserve the right to accept or reject Bid items on their part of Work and perform their Work by their forces or other contracted forces.

14. MAINTENANCE OF TRAFFIC: Maintenance of Traffic (MOT) including Pedestrian MOT shall be incidental to the pay items. If the Contractor and/or its subcontractors do not perform the MOT and do not install and maintain those items covered under MOT according to the requirements of the standards, then Palm Beach County reserves the right to reduce said item based on the pro rata performance as determined by the Department on each payment application or $1,000.00 per day, whichever is greater.

The Contractor shall assure compliance with FDOT Index 600 of the current Roadway and Traffic Design Standards. All references to "determinations by engineer" will be the responsibility of the Contractor, and shall be brought to the attention of the Department prior to implementation. The cost of complying with the stated standards shall be incidental to the MOT pay item. The Contractor shall ensure that at no time will traffic (temporary or otherwise) be permitted over installed exfiltration trenches.

Pedestrian traffic must be maintained throughout the duration of construction unless otherwise indicated.

For any lane closures that extend into the peak hour(s) or any other lane closure time restriction presented in the Contract Documents, the Contractor may be charged up to $1,000.00 per lane per ½ hour.

Lights and flags are required on the first two warning signs in the series.

15. SCHOOL ZONE

During the first and last weeks of the school year, no Work may occur within a school zone.

16. PREMIUM FOR CONFLICT CONDITION: The pay item is included for use when conflicts are encountered:

"Premium for Conflict Condition" - when pay items for regular inlet/manhole structures are specified in the Proposal, and it becomes necessary to construct a 'conflict structure', the Contractor shall provide a unit price cost (premium) to cover the additional Work necessary to convert the regular inlet / manhole structure into a conflict structure.

The above item shall be paid for on an 'EACH' basis and shall include the cost of all labor, Materials, Equipment, fuel, transportation, and other items necessary to complete the Work.

17. METHOD OF ORDERING (WORK ORDERS): The Department(s) will issue Work Orders on an "as needed" basis. The Department has no obligation to issue any Work under this Contract to any Contractor. All terms and conditions of the Bid are applicable. The individual Work Orders will specify the Work to be performed, its location, a not-to-exceed cost (based on the Contract unit prices), and a schedule for performance. The Contractor will be sent a Work Order for signature. Within five (5) Working Days of receipt, the Contractor shall sign and return the Work Order along with all applicable OEBO schedules. Then each Work Order will be executed (signed) by the authorized Department representative and notice to commence will be sent to the Contractor. If the Contractor fails to sign the Work Order within the required time, the Work Order will be signed by only the authorized Department representative and will serve as the fully executed Work Order and notice to commence will be sent to the Contractor. The Contractor's failure to sign a Work Order within five (5) Working Days does not prevent execution of the Work Order (which is solely by signature of the authorized Department representative), and all Work Orders must be performed upon notice to commence.

Upon completion of the Work Order task, the Contractor will submit an individual invoice, a copy of the original Work Order, the appropriately completed SBE-M/WBE participation forms referenced in Item 7 of the SBE-M/WBE Program section of this Contract, a Contractor's affidavit, and consent of Surety.

Contractor shall comply will all requirements in the Contract Documents for obtaining final payment. Final payment of a Work Order does not terminate the Contract or extinguish the Surety's obligations under the Contract.

The Contractor will receive progress payments based on submitted invoices. The payment amount will be based on the Work done and accepted. No retainage is withheld.

18. PROSECUTION OF THE WORK: The Contractor will be required to maintain within Palm Beach County, at all times while this Contract is in effect, the Equipment necessary to properly carry out the provisions of these Specifications. After receiving notice to commence with the Work for a particular Work Order, the Contractor shall commence promptly within five (5) Working Days. The Contractor shall efficiently prosecute the Work with adequate personnel and Equipment until completion, which shall be within 30 Calendar Days, or as specified in the Work Order. Failure to comply with either time requirement shall result in Liquidated Damages, assessed on a Work Order basis and in the amounts shown in Section 8-10.2 of the Standard Specifications.

19. EXTENSION: This Contract expires thirty-six (36) months from the date of Board approval. Option for extension and other Contract deviations will only be exercised upon mutual written agreement through a Board approved Contract Amendment, while adhering to all other original terms, conditions and unit prices of the Contract.

20. AWARD: As the best interest of the Board of County Commissioners may require, the right is reserved to make award(s) on an item-by-item basis, Lot-by-Lot basis, all-or-none or any combination thereof. See General Provision 3-2.1.

21. ANNUAL CONSTRUCTION CONTRACT ON A TASK WORK ORDER BASIS: The intent of this Contract is to award a Contract to a Contractor(s) to perform Work on a Work task order basis. Work Task Orders shall be issued on an "as needed" basis. See Special Provisions for Method of Ordering Work. The line items in the Proposal pages are intended to set unit prices for the task Work Orders. No tasks are guaranteed as part of this Contract. The total value of Work Orders issued under this Contract shall not exceed the amount listed on page C-1 of this document, however, this may be increased by mutual agreement between the Contractor and Palm Beach County via a Contract Amendment.

24. PIPE CULVERTS

1. For pipe Culverts not within the scope of a FDOT Permit or Construction Agreement, proposed pipe material and size shall meet FDOT Specifications, but is limited to:

    - Reinforced Concrete
    - High Density Polyethylene except:
        - Not permitted under Thoroughfare Roadway pavement.
        - Not permitted under pavement of Roadways providing immediate access to coastal islands.
        - Not permitted within the confines of a mechanically stabilized earth (MSE) wall.

  - Not permitted in locations where failure would jeopardize buildings adjacent to the Right-of-Way.
  - The above restrictions include pipe locations taking into consideration the angle of repose of soil under any structure or the proposed pavement, including planned future widening.
- A-2000 Polyvinyl-chloride, except:
  - Not permitted where the pipe will be exposed to direct sunlight.
  - Not permitted when the manufacture date of the pipe to be installed exceeds 2 years.
- Corrugated Polypropylene.

Corrugated metal pipe may only be used as the last segment of pipe before discharging into a lake or canal when called for on the Plans.

Pipe diameter must match or exceed sizes shown in Plans; equivalent larger size pipes may be required if proposed pipe n value exceeds 0.012. Contractor to supply the required certified testing and computations for pipe life (see FDOT Drainage Manual). All pipe Culverts provided must meet or exceed 100 year design service life.

2. For pipe Culverts within the scope of a FDOT Permit or Construction Agreement, proposed pipe material and size are limited to pipes approved by FDOT, except non-reinforced concrete pipe shall not be used. Pipe diameter must match or exceed sizes shown in Plans; equivalent larger size pipes may be required if proposed pipe n value exceeds 0.012. Contractor to supply the required certified testing and computations for pipe life (see FDOT Drainage Manual). All pipe Culverts provided must meet or exceed 100-year design service life.

25. PIPE CULVERTS (STORM SEWER PUMPING & CLEANING)

New Storm Sewer System

The Contractor is advised that this Contract includes "pumping-down" and "cleaning" of the new storm sewer system(s), as directed by the Engineer. The Contractor shall include the cost of all labor, Materials, Equipment, transportation, fuel and all other items necessary to complete the "pumping-down" and "cleaning" of the new system(s). The Contractor shall remove the water from the system(s) to allow for visual inspections for leaks, deficiencies and lamping. When directed by the Engineer, the Contractor shall make all the necessary repairs to the new storm sewer system(s)

Payment for this Work on the new storm sewer system(s) shall be incidental to the pay item, "Pipe Culvert (Storm)", L.F.

Existing Storm Sewer System

Also included as a pay item is "pumping-down" of the **"existing"** storm sewer system(s) (to the lake/canal outfall point, or as directed by the Engineer), and shall be paid on a lineal foot basis under the pay item(s):

"Storm Sewer Pumping" (Exist.) (24" or less),
"Storm Sewer Pumping" (Exist.) (>24" to 48"),
"Storm Sewer Pumping" (Exist.) (>48")

The item(s) shall also include all costs associated with the removal of the water from the system(s) for visual inspection of leaks, deficiencies and/or lamping.

"Cleaning" of the existing storm system(s) is included as a contingent pay item and the Work required under this item will be determined by the Engineer upon review of the system(s) after the pumping phase.

The "cleaning" of the existing storm sewer system(s) shall be paid on a lineal foot basis under the pay item(s):

"Storm Sewer Cleaning" (Exist.) (24" or less),
"Storm Sewer Cleaning" (Exist.) (>24"to 48"),
"Storm Sewer Cleaning" (Exist.) (>48")

At the semi-final inspection, the contractor shall temporarily plug the system(s) at structures, outfall, or as otherwise directed by the Engineer, and pump the water out of the system to below one third of the diameter of the pipe (from the invert), or as otherwise directed by the Engineer. The Contractor and the Engineer shall visually inspect the system(s) for leaks, deficiencies, and lamping problems. If leaks, deficiencies and/or lamping problems are discovered in the new pipe system(s), the contractor shall make corrective repairs, as required, in accordance with Article 5-10.2 of the General Provisions of this specification, at no additional cost to the Department. If leaks, deficiencies and/or lamping problems are discovered in the existing pipe system(s), the contractor shall notify the Engineer, and the Engineer shall determine if the Contractor should provide a cost proposal for the Work required to make the corrective repairs, in accordance with Article 5-10.2.

26. STORM SEWER SYSTEM PIPE PLUGS: The Contractor shall prepare, and submit to the Engineer for approval, a plan/sequence of the plug locations for pumping down the storm system(s) satisfactory to the Engineer. Upon completion of the storm pumping sequences, the Contractor shall notify the Engineer 24 hours prior to removing any of the temporary plugs for the Engineer to visually confirm/verify the removal of the pipe plug. Cost for the Plans and coordination of all the Work required for the above shall be incidental to the cost of the storm sewer items of Work.

27. FINAL PIPE INSPECTION: Upon completion of placement of concrete pavement or the placement of structural asphalt, but prior to placement of asphalt friction course, dewater installed pipe and provide the Engineer with a video recording schedule allowing for pipe videoing and reports to be completed and submitted to the Department and reviewed prior to continuation of pavement.
For pipe 48 inches or less in diameter, provide the Engineer a video DVD and report using low barrel distortion video Equipment with laser profile technology, non-contact video micrometer and associated software meeting the requirements outlined in Section 430-4.8.

The cost of the above Work shall be incidental to the related pay item for the pipe.

28. VIDEO REPORT: Provide a video report in accordance with Section 430-4.8.1. The cost of the above Work shall be incidental to the related pay item for the pipe.

29. LIMITS OF CONSTRUCTION: The Contractor shall confine the construction of the Roadway within the limits of the right of way unless the right of entry to adjacent properties has been acquired by the Department at the time of construction.

30. RESTORATION AGREEMENTS: Contractor is hereby notified that any construction performed within Restoration Agreement (RA) areas shall be restored to a condition similar or equal to that existing before such construction occurred, at no expense to the Department. Prior to disturbing the Restoration Agreement area, the Contractor shall stake the RA limits, locate/document all improvements within the area, and submit this information to the Department, prior to starting construction. Upon completion of the construction, the Engineer, together with the Contractor, shall conduct an inspection of the area to confirm that all improvements have been appropriately restored. Payment for all Work to complete the item shall be incidental to the cost of the Project.

31. GRAVITY WALL CONSTRUCTION: Unless otherwise directed, gravity walls are to be constructed from "inside" the Right of Way (no encroachment on private property). Any construction methods necessary to satisfy this requirement shall be incidental to the cost of the gravity wall.

32. IRRIGATION SYSTEM WITHIN RESTORATION AGREEMENT AREAS: The Contractor, prior to start of construction, shall obtain as-built information of the irrigation system(s) within restoration agreement areas, and catalogue related component information (manufacturer/part number/etc.) required to ensure appropriate replacement of the system and components. The as-built information shall be submitted to the Department, Construction Coordination Division, and upon completion of the construction, the Contractor shall restore the irrigation system and components to its original or better condition. Payment for all Work to complete the item shall be incidental to the cost of the Project.

33. COLOR TREATED AND STAMPED CONCRETE (5" THICK): The Contractor's attention is directed to the pay item for "Color Treated and Stamped Concrete", S.Y. This item which is proposed to be constructed in lieu of concrete traffic separators, as directed by the Engineer, consists of cast-in-place concrete (5") between Type "F" Curb and Gutter, having the surface colored with a color hardener (equivalent to the products supplied by Wm. D. Adeimy, Inc., 561/832-6305), and with the surface textured or imprinted with a pattern (as directed by the Engineer), and then sealed with a color seal. The Contractor is responsible for assuring the curbing is in no way discolored, damaged, marked, etc. by the application of the above.

Color Hardener:

- Apply the dry hardener when the bleed water disappears and the floating process will not disrupt the level of the surface.
- Normally apply the dry hardener evenly in two separate hakes, using two-thirds of the material for the first shake.

- Use wood floats or a power-troweling machine equipped with float blades to work the dry hardener completely and thoroughly into the surface after each application.
- After floating the final shakes, hand or machine trowel the surface to a flat, uniform finish and apply the specified texture. Apply antiquing release before imprinting with mat-type tools.
- Coverage requirements may vary according to intended use and color. 90lbs. per 100sq.ft. is considered the median range.

Curing:

- Use colored concrete sealer in the matching color to cure interior color hardened floors and exterior flat Work, that will receive regular maintenance and re-coating.
- Newly placed concrete should receive one thin finish coat of colored concrete sealer after placement and after the required curing time of 14-28 days has been reached. Before application of the finish coat, the moisture content of the concrete must be low enough so alkali and other salts do not become trapped beneath the coating, causing discoloration or clouding, thus the reason for the 14-28 day time frame.

The Work is to be performed on the job site by trained and experienced workers.

The pay item "Color Treated and Stamped Concrete", S.Y., includes all labor, Equipment, Materials, transportation, fuel and all other items incidental to or necessary for completing the Work.

The Contractor shall install a longitudinal 6" PVC (Schedule 80) pipe at stamped concrete areas, in accordance with the details for the "Irrigation Sleeves" (as detailed in the Special Provisions). This item shall be paid for under, "6" PVC Pipe (Schedule 80)", Lineal Feet, and shall include the cost of all labor, Materials, Equipment, fuel, transportation, and other items necessary to complete the Work.

34. ENGRAVING OF CURB FACE: The Contractor is hereby notified that the names of the roads shall be engraved on all quadrants of major intersections (two per quadrant), with four (4) inch high block letters, having a depth of one-half inch, and painted with a black finish. Locations shall be determined by the Engineer.

Samples of the engraving are available at the office of the Director, Construction Coordination Division, 2300 N. Jog Rd., Suite #3W-57, West Palm Beach, Florida, 33411-2745, Florida.

The cost for the pay item, "Engraving of Curb Face", EACH, shall include all labor, Equipment, Materials, transportation, fuel and all other items incidental to or necessary for completing the Work.

35. GUARDRAIL & SPECIAL SAFETY PIPE RAIL: At locations where sidewalks, walkways, bike paths or other media for bicycle and/or pedestrian traffic are within 4' of the back of the guardrail post, the contractor shall utilize "steel posts" and "special safety pipe rail" (2" diameter) as shown in FDOT INDEX 400.

Special note: Trinity Industries ET-plus system guardrails will not be allowed on Department Projects.

36. ADDITIONAL INSURED PARTIES: The Contractor performing the construction for Palm Beach County (County) shall be required to carry and furnish insurance coverage, in accordance with General Provision Section 7-13, "Insurance Required", naming County as additional insured on the Certificate of Insurance Form(s), which shall reference the Project Limits and the Project Number, and shall read: "Palm Beach County Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents".

Where the limits of Work for this Department project impact the rights-of-way of other agencies (e.g., Florida Department of Transportation (FDOT); South Florida Water Management District (SFWMD); Lake Worth Drainage District (LWDD); and other agencies as applicable), said parties shall also be named as "ADDITIONAL INSURED", either on the same form or on separate forms.

The Contractor shall coordinate all Work within the rights-of-way and air rights-of-way, as they apply, through the Engineer. Also, the Contractor shall notify the County and the agencies, as required in the Contract Documents or within a reasonable time frame prior to the start of any Work within said Right-of-Way, to allow for appropriate accommodations by the agencies.

37. PERMIT COMPLETION CERTIFICATIONS: The Contractor is advised that this Contract includes completing and executing all Construction Completion/Construction Certifications as required by each permit included in the PER section of the Contract Documents.

The Contractor is responsible for retaining the services of a Professional Engineer, registered in the State of Florida and qualified in the field of the required Work, to inspect the Work related to Permit(s), and certify in accordance with the instructions of each permit.

The Contractor shall submit two (2) originals of the completed and executed form to the Department, along with the required "As-Built" information (to be obtained by the Contractor).

All costs associated with Permit Compliance Certifications, including obtaining and depicting "As-built" information are incidental to the Contract.

38. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (N.P.D.E.S) COMPLIANCE: This Contract requires compliance with the N.P.D.E.S. General Permit. The "Florida Department of Environmental Protection Generic Permit For Stormwater Discharge from Large and Small Construction Activities", dated May 2003, which contains the description and requirements of the permit, is available at the following URL:

http://www.dep.state.fl.us/water/stormwater/npdes/docs/cgp.pdf

The MSWORD format of the Stormwater Pollution Prevention Plan (SWPPP) template is available at the following URL:

http://www.dep.state.fl.us/water/stormwater/npdes/SWPPP.htm

Notice of Intent and Notice of Termination forms are available on DEP's URL:

http://dep.state.fl.us/water/stormwater/npdes/permits_forms.htm

The Contractor shall complete and submit the NOI and payment to DEP. If a SWPPP is not included in the Contract Plans, or the Contractor chooses to prepare his own SWPPP, the SWPPP template shall be utilized by the Contractor for developing the SWPPP for the project. Any SWPPP prepared by the Contractor shall be submitted to the Department at the Pre-Construction meeting for the project for approval by the Engineer.

Failure to sign any required documents or certification statements will be considered a default of the Contract. Any soil disturbing activities performed without the required signed documents or certification statements may be considered a violation of the DEP Generic Permit.

All costs associated with obtaining and complying with the provisions of this permit and to all federal, State and local storm water pollution prevention permits, rules, laws or ordinances, including the implementation of the S.W.P.P.P. for the project during construction are incidental to the Contract. Also included is the cost of all construction erosion and pollution control measures not covered under other specific pay items, the cost of performing and executing the joint inspection & maintenance reports (as shown in the SWPPP "Template"), and the execution of the Contractor Certification form of the Proposal pages. The Contractor Certification form must be signed and submitted with the Bid Proposal.

39. ADDITIONAL REPORTING

The Department requires Contractor to track during the Project, and report at the end of the Project, on the county of residence of Contractor's employees and its subcontractors' employees. Contractor agrees to prepare and provide the required report with its request for final payment.

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SPECIAL PROVISIONS

PALM BEACH COUNTY
CONTRACTOR'S FINAL REPORT
COUNTY OF RESIDENCE FOR EMPLOYEES

(to be submitted with Contractor's Application for Final Payment)

To: Palm Beach County Project Manager

From: Contractor Superintendent

Date:

Project Name:

Project Number:

In accordance with the Special Provisions of the Contract, Contractor reports the following:

Total number of employees of Contractor and subcontractors who worked for more than one day on the Project: _____

Number of employees of Contractor and subcontractors who reported their county of residence as Palm Beach County: _____

_____

Signed

40. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) COMPLIANCE (CONTINUED):

SITE DESCRIPTION

Project Name and Location:	**Annual Milling and Resurfacing Contract (Countywide)** Palm Beach County, Florida
Palm Beach County Project No.:	**2021050**
Owner Name and Address:	Board of County Commissioners, Palm Beach County Roadway Production Division 2300 N. Jog Road West Palm Beach, FL 33411
Work Description:	**Pavement Milling & Resurfacing**
Runoff Coefficient:	**0.9**
Site Area:	TBD
Site Map:	TBD
Sequence of Major Soil Disturbing Activities:	N/A
Name of Receiving Bodies:	TBD

41. DYNAMIC LOAD TEST SUPPORT: Dynamic Load Test Support shall include contractor furnishing of Equipment and personnel necessary for attachment of leads, supply power source, man-basket, shelter, and any other services necessary to provide support for the testing (reference FDOT Specifications Section 455-5.13). The Department will secure test lab services, including Pile Driver Analyzer (PDA), required for dynamic measurements during the driving of the test piles. All costs for Dynamic Load Test Support shall be incidental to the cost of test pile.

42. CONSTRUCTION IMPACTS TO BUS OPERATIONS: Public Works and private development construction activities often impact Palm Tran bus operations and bus stops. Timely communication and coordination with Palm Tran and other affected transit agencies during preliminary project.

Planning is essential in order to prevent potential conflicts. Contractors should make every effort to schedule their Work to minimize impacts and the duration of impacts to transit operations and riders.

Contractors should provide Palm Tran with the name and telephone contact of their construction managers prior to the commencement of all construction projects affecting bus stops or impacting bus routes.

- Contact Palm Tran for coordination and review requirements (561 841-4246, 561 841-4223, or 561 841-4224).
- Maintenance of rider access to and from bus stops during construction is desirable. This issue should be discussed at the Pre-Construction Meeting.
- All Work shall conform to the requirements of the Americans with Disabilities Act (ADA), including provisions for temporary access to and from bus stops.
- If necessary, the contractor shall work with Palm Tran to establish an approved temporary bus stop location.
- Contractor shall notify Palm Tran through Palm Beach County Construction Coordination Division at least 10 Working Days (2 weeks) in advance of the start of construction, modification of construction effort with transit impacts, and construction completion, so that Palm Tran can advise its riders.
- Contractor may not remove any bus stop signs, transit shelters, transit benches, or other related transit infrastructure without prior Palm Tran authorization. Contractor may be asked to remove existing bus stop signage or install temporary and permanent bus stop signage. Typically, Palm Tran will make arrangements to remove all other transit infrastructure. If Palm Tran does not remove their facilities in a timely manner, these facilities may become part of the clearing and grubbing.
- Contractor is responsible for construction of an approved ADA accessible access to and from bus stop boarding and alighting areas, when called for in the Plans.
- The cost for the above is incidental to the project.

43. RECORD DRAWINGS (ROADWAY): The Contractor shall note that this Contract includes preparation of "Record Drawings". By definition, "Record Drawings" shall be the electronic information which reflects the as-built conditions of the project recorded at or about the time of the "substantial completion" inspection. The as-built information and permitting forms shall be

prepared and certified (i.e., signed and sealed) by a Professional Engineer or Land Surveyor licensed in the State of Florida, as required by the project.

The as-built information shall indicate (at a minimum) the following:

- All changes, additions or deletions to the original design documents.
- Centerline/baseline ties to section line(s) (including ties at PC and PT).
- Stations/elevations/offsets at PC's, PT's, PI's, low points, high points, horizontal angle points.
- Stations/elevations/offsets at edge-of-pavement (EOP), top-of- curb and back-of-sidewalk, at locations shown on the Plans, at a minimum.
- At non-curb inlets show state plane coordinates, station/offset/elevation to the top-center of the grate.
- At curb inlets show the state plane coordinates, station/offset/elevation at EOP.
- At special and slotted structures - show the elevation(s), dimensions, and the invert of the weir; the bleeders/orifices; and pipe inverts.
- At outfalls, show the state plane coordinates, station/offset/invert/diameter of pipe, structure type and dimensions.
- The diameter, invert, shape, and material type of connecting pipes between all structures.
- For Irrigation Sleeves - show the state plane coordinates, station/offset/elevation for all end caps, and the invert elevation at the end cap.
- At lakes obtain cross sections at 50 foot intervals, or as otherwise directed by the Engineer (Top of Bank, Top of Slope, etc.).
- At bridges, show the low member elevation/station/offset.
- At end bents, show station/offset/elevation at two corners to ensure proper offset location.
- For "Begin and End" Bridge, indicate the stations/offsets/elevations at the respective points.
- All existing and proposed trees, show state plane coordinates, station/offset to the approximate center of the tree.
- All existing and proposed Irrigation wells and valve boxes, show state plane coordinates, station/offset to the top-center of the well and/or valve box.
- All existing and proposed pull boxes, show state plane coordinates, station/offset to the top-center of the box.
- All existing and proposed traffic control cabinets, show state plane coordinates, station/offset to the center of the box.

The above information shall be collected by survey, and the collected data shall be referenced on the Micro Station (.dgn) design file of the project (Micro Station (.dgn) is the only acceptable format). The electronic Micro Station (.dgn) files (and .pdf files of same) shall be submitted on three (3) CDs labeled with project information, one (1) set of black line Plans, and six (6) sets of signed & sealed black line Plans, boldly marked in large print **"RECORD DRAWINGS ROADWAY"**. PDF files shall be digitally or electronically signed and sealed in accordance with either FAC 5J-17.062 or FAC 61G15-23.

The above information shall be submitted to the Department (Director, Construction Coordination), for approval, prior to scheduling a final inspection.

The cost of the location survey, compilation/reproduction/conversion of electronic files, Plans, and other information necessary to satisfy the above, shall be incidental to the cost of the items of Work.

The Contractor shall review all permits for this project and the general/special conditions which may call for "Record-Drawings" for a specific agency. The Contractor is responsible to satisfy the permit requirements in accordance with that agency's policy, with the understanding that the cost for said "Record-Drawings", shall be paid in accordance with PER-1.

44. RECORD DRAWINGS and DOCUMENTS (BRIDGE):

The Contractor is advised that bridge structures are subject to FDOT load rating requirements and shall take all necessary steps to comply with these requirements. See FDOT Load Rating Manual (Topic No. 850-010-035) at https://www.fdot.gov/maintenance/loadrating.shtm.

RECORD DRAWINGS (BRIDGE):
The Contractor shall note that this Contract includes preparation of "Record Drawings". By definition, "Record Drawings" shall be the electronic information which reflects the as-built conditions of the project recorded at or about the time of the "substantial completion" inspection. The as-built information and permitting forms shall be prepared and certified (i.e., signed and sealed) by a Professional Engineer or Land Surveyor licensed in the State of Florida, as required by the project.

The as-built information shall indicate (at a minimum) the following:

- All changes, additions or deletions to the original design documents (including shop drawings).
- Centerline/baseline ties to section line(s) (including ties at PC and PT).
- Stations/elevations/offsets at PC's, PT's, PI's, low points, high points, horizontal angle points.
- Stations/elevations/offsets at edge-of-pavement (EOP), top-of- curb and back-of-sidewalk, at locations shown on the Plans, at a minimum.
- At non-curb inlets show station/offset/elevation to the top-center of the grate.
- At curb inlets show the station/offset/elevation at EOP.
- At bridges, show the low member elevation/station/offset.
- At end bents, show station/offset/elevation at two corners to ensure proper offset location.
- For "Begin and End" Bridge, indicate the stations/offsets/elevations at the respective points.

The above information shall be collected by survey, and the collected data shall be referenced on the Micro Station (.dgn) design file of the project (Micro Station (.dgn) is the only acceptable format). The electronic Micro Station (.dgn) files (and .pdf files of same) shall be submitted on three (3) CDs labeled with project information, one (1) set of black line Plans, and six (6) sets of signed & sealed black line Plans, boldly marked in large print **"RECORD DRAWINGS BRIDGE"**.

The above information shall be submitted to the Department (Director, Construction Coordination), for approval, prior to scheduling a final inspection.

The cost of the location survey, compilation/reproduction/conversion of electronic files, Plans, and other information necessary to satisfy the above, shall be incidental to the cost of the items of Work.

The Contractor shall review all permits for this project and the general/special conditions which may call for "Record-Drawings" for a specific agency. The Contractor is responsible to satisfy the permit requirements in accordance with that agency's policy, with the understanding that the cost for said "Record-Drawings", shall be paid in accordance with PER-1.

DOCUMENTS (BRIDGE):

- **Schedule of Anticipated dates of Inspections:**
  In-Service Inspections and or Pre-Acceptance Inspection (before any new lanes are opened to traffic). The Schedule should be received within 60 days of the preconstruction meeting. The Department must receive a two week advance confirmation notice prior to the In-Service Inspections and or Pre-Acceptance Inspection.
- **As-Built Load Rating**
  If the bridge is built per plan, the As-built load rating is simply a signed and sealed load rating FDOT summary sheet stating that there was no change during construction that would affect the load rating.
- **Pile Driving Records**
- **In-Service Inspection**
  The Structures Maintenance In-Service Inspection is conducted prior to any new lanes opening to public traffic. Note that for phased construction, there will be multiple in-service inspections required. The intent of this inspection is to verify the bridge is safe for public traffic in accordance with **FHWA** instructions **Q303-7**

45. LOCAL GOVERNMENT PROMPT PAYMENT ACT: In accordance with the Local Government Prompt Payment Act (F.S. 218.70, *et seq*), the Contractor is hereby notified of the following:

1. The Contractor will be notified at the Pre Construction Meeting the manner in which pay requests are to be prepared and directed to the Department. For a pay request to be deemed acceptable, the Contractor must provide the following:

   Pay Request No. 1
   - OEBO Schedule 3
   - Certification of Compliance with the Living Wage Ordinance

   Pay Request No. 2 and all others following, but not including the Final
   - OEBO Schedule 3
   - OEBO Schedule 4
   - Disbursement of Previous Periodic Payments to Subcontractors
   - Certification of Compliance with the Living Wage Ordinance

Final Pay Request

- OEBO Schedule 3
- OEBO Schedule 4
- Disbursement of Previous Periodic Payments to Subcontractors
- Disbursement of Final Payment to Subcontractors
- Form 1
- Form 2 including Bonding Affidavit
- Record of Construction Materials Affidavit
- Certification of Compliance with the Living Wage Ordinance
- Equal Business Opportunity (EBO) Final Participation Form
- Release and Concurrence of Final Payment Amount
  GUARANTEE FOR (

2. A single list of items (Punch List) required to render the Work complete, satisfactory, and acceptable will be prepared by the Department. The Punch List shall be developed as a result of a joint inspection of the Work, conducted within 30 Calendar Days after reaching substantial completion, by the Contractor, together with the Department, with all unsatisfactory Work listed on the Punch List. The Punch List shall be provided to the Contractor within 5 Working Days of the joint inspection.

3. If the pay request and support data are not approved, the Contractor is required to submit new, revised or missing information according to the Department's instructions. Otherwise, the Contractor shall prepare and submit to Department an invoice in accordance with the estimate, as approved. In the event any dispute with respect to any payment or pay request cannot be resolved between the Contractor and the Department, Contractor shall, in accordance with the alternative dispute resolution requirements of Florida Statute section 218.76, demand in writing a meeting with and review by the County Engineer. In place of the County Engineer, the Deputy County Engineer may conduct the meeting and review. Such meeting and review shall occur within forty-five (45) Working Days of receipt by the Department of Contractor's written demand. The County Engineer, or Deputy County Engineer, shall issue a written decision on the dispute within fifteen (15) Working Days of such meeting. This decision shall be deemed the Department's final decision for the purposes of the Local Government Prompt Payment Act.

   Contractor must remit undisputed payment due for labor, services, or materials furnished by subcontractors and suppliers hired by the Contractor, within 10 days after the Contractor's receipt of payment from the Department, pursuant to Section 218.70 et seq., Florida Statutes. Contractor shall provide subcontractors and suppliers hired by Contractor with a written notice of disputed invoice within 5 business days after receipt of invoice which clearly states the reasons for the disputed invoice.

46. BASIS OF PAYMENT: Payment will be based on field measured quantities. No additional payment will be made for any Work which exceeds that called for in the Contract Documents.

47. CLEARING AND GRUBBING: The Contractor is required to notify the owner of any fences, irrigation systems, etc., that lie within the Right-of-Way, to give them the courtesy to

remove them before construction. The Contractor shall replace fences, shrubbery, sod, etc., within the limits of construction and outside the Right-of-Way to their original condition, unless otherwise directed by the Engineer. Cost of which is incidental to construction. All Work associated with the re-establishment and/or temporary relocation of mailboxes shall be done in accordance with Index no. 532 of the current F.D.O.T. Roadway and Traffic Design Standards. Specific attention should be directed to coordination with the local postmaster. Payment for all Work required to establish each mailbox in the temporary and/or final location, including any material required to construct the mailbox to current standards, shall be included in the cost of clearing and grubbing, unless the Contract includes a pay item for the Work.

48. SUBSOIL EXCAVATION: Where muck, rock, clay, or other material within the limits of the Roadway is unsuitable in its original position, excavate such material to the cross-sections shown in the Plans or indicated by the Engineer, and backfill with suitable material. Shape backfill material to the required cross-sections. Where the removal of plastic soils below the finished earthwork grade is required, meet a construction tolerance, from the lines shown in the Plans as the removal limits, of ±0.2 feet in depth and ±6 inches (each side) in width. Final payment for the Subsoil Excavation, C.Y. will be based on initial and final cross sections, and signed & sealed quantity computations which are to be prepared by a Professional Land Surveyor or Professional Engineer licensed in the State of Florida, and submitted to the Department for acceptance. Initial cross sections shall be taken at 50 foot intervals, or as otherwise directed by the Engineer. When the excavation of unsuitable material is completed to satisfy field conditions, and verified as such by the Engineer, final cross sections shall be taken at 50 foot intervals, or as otherwise directed by the Engineer. The cross sections shall show elevations at the appropriate break points and shall be plotted. Quantity computations shall be prepared (using the Average End Area Method), and submitted to the Engineer for acceptance. The Contractor is advised that no compensation will be made for excavation below the depth required to satisfactorily remove the unsuitable material. The cost for the cross sections and computations shall be incidental to the pay item, Subsoil Excavation, C.Y. Subsoil Excavation, C.Y., shall include the cost of embankment to replace the excavated subsoil, labor, Materials, Equipment, fuel, transportation and other related Work to complete the pay item.

49. EMBANKMENT: The quantity will be at the plan quantity compacted in place. Where payment for embankment is not to be included in the payment for the excavation, and is to be paid for on a cubic yard basis for the item of Embankment, the plan quantities to be paid for will be calculated by the method of average end areas unless the Engineer determines that another method of calculation will provide a more accurate result. The measurement will include only material actually placed above the original ground line, within the lines and grades indicated in the Plans or directed by the Engineer. The length used in the computations will be the station-to-station length actually constructed. The original ground line used in the computations will be as determined prior to placing of embankment, and no allowance will be made for subsidence of material below the surface of the original ground. In no case will payment be made for material allowed to run out of the embankment on a flatter slope than indicated on the cross-section. The Contractor shall make his own estimate on the volume of material actually required to obtain the compacted in-place pay section.

50. RESETTING FENCE: The quantities to be paid for under this item shall be the length in feet of reset fence including gates. The quantity of removed and reset fence determined, as provide above, shall be paid for at the Contract unit price per linear foot for removed and reset fence. The item includes the cost of removing and resetting any existing gates. The above price and payment shall be full compensation for all the Work specified in this Section, including furnishing all the required new hardware, additional posts and replacement of any material damaged by the Contractor.

51. PRICE/DELIVERY/ACCEPTANCE: Price quoted must be the price for new merchandise and free from defects. Any Bids containing modifying or "escalator" clauses will not be considered unless specifically requested in the Bid Specifications.

Deliveries of all items shall be made as soon as possible. **Deliveries resulting from this Bid are to be made during the normal working hours of the Department**. Time is of the essence and the Bidder's delivery date must be specified and adhered to. Should the Bidder, to whom the order or Contract is awarded, fail to deliver on or before his/her stated date, the Department reserves the right to **CANCEL** the order or Contract and make the purchase elsewhere. The successful Bidder(s) shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items will not be considered "accepted" until authorized agent for the Department has, by inspection or test of such items, determined that they fully comply with Specifications.

The Board of County Commissioners may return, for full credit, any item(s) received which fail to meet the Department's performance standards.

52. E-VERIFY: The Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended. No later than January 1, 2021, the Contractor shall: (1) register with and use the E-Verify System (E-Verify.gov), to electronically verify the employment eligibility of all newly hired workers; and (2) verify that all of the Contractor's subcontractors performing the duties and obligations of this Contract are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

The Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. The Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.

The Department shall terminate this Contract if it has a good faith belief that CONSULTANT has knowingly violated Section 448.09(1), Florida Statutes, as may be amended.

If the Department has a good faith belief that the Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, the Department shall notify the

Contractor to terminate its contract with the subcontractor and the Contractor shall immediately terminate its contract with the subcontractor.

If the Department terminates this Contract pursuant to the above, the Contractor shall be barred from being awarded a future contract by the Department for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, the Contractor shall also be liable for any additional costs incurred by the Department as a result of the termination.

53. COUNTERPARTS: This Contract, including the exhibits referenced herein, may be executed in one or more counterparts, all of which shall constitute collectively but one and the same Contract. The Department may execute the Contract through electronic or manual means. Contractor shall execute by manual means only, unless the Department provides otherwise.

54. BOND WAIVER PROGRAM: A Bid Bond is not required for bids of less than $50,000 and will be waived for all other bids of less than $200,000 if the Bidder is going to participate in the Bond Waiver Program, provided that the Bidder complies with Palm Beach County Resolution R89-1178 and with Palm Beach County Policies and Procedures relative to the Bond Waiver Program (CW-F-016). For bids with values between $50,000 and $200,000, the Bidder must complete an affidavit entitled "Intent to Participate in Bond Waiver Program Bid Affidavit" or provide a Bid Bond. Failure to provide a Bid Bond or complete and return this affidavit with the Bid shall result in rejection of the Bid. For all contracts less than $200,000, the Public Construction Bond will be waived as well, provided that the Bidder complies with Palm Beach County Resolution R89-1178 and with Palm Beach County Policies and Procedures relative to the Bond Waiver Program (CW-F-016). Copies of the requirements of the Bond Waiver Program (CW-F-016) can be found at the following website: http://discover.pbcgov.org/PDF/PPM/Index.pdf. The forms for the Bond Waiver Program can be found at http://discover.pbcgov.org/engineering/roadwayproduction/Pages/Bid-Documents.aspx.

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SPECIAL PROVISIONS

INTENT TO PARTICIPATE IN BOND WAIVER PROGRAM
BID AFFIDAVIT

Project Number: _____

If the Contractor intends on participating in the Bond Waiver Program, this form must be completed in its entirety and returned with the Contractor's Bid.

FAILTURE TO COMPLETE THIS FORM OR INCLUDE A BID BOND FOR PROJECTS WITH VALUES BETWEEN $50,000 AND $200,000, SHALL RESULT IN REJECTION OF THE BID.

_____ (Bidder) hereby states that it intends on participating in the Bond Waiver Program as described in Palm Beach County Resolution R89-1178 and Palm Beach County Policies and Procedures.

_____
Contractor Signature

_____
Title

STATE OF_____

COUNTY OF_____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20_____, by _____ *(name)*as _____ *(title)* for _____ _____ *(firm)*, on behalf of the *(choose one)* corporation / company / partnership, who is ☐ personally known to me or has produced _____(type of identification) as identification.

_____
Notary Signature

Notary Public, State of _____

(Stamp/Seal)

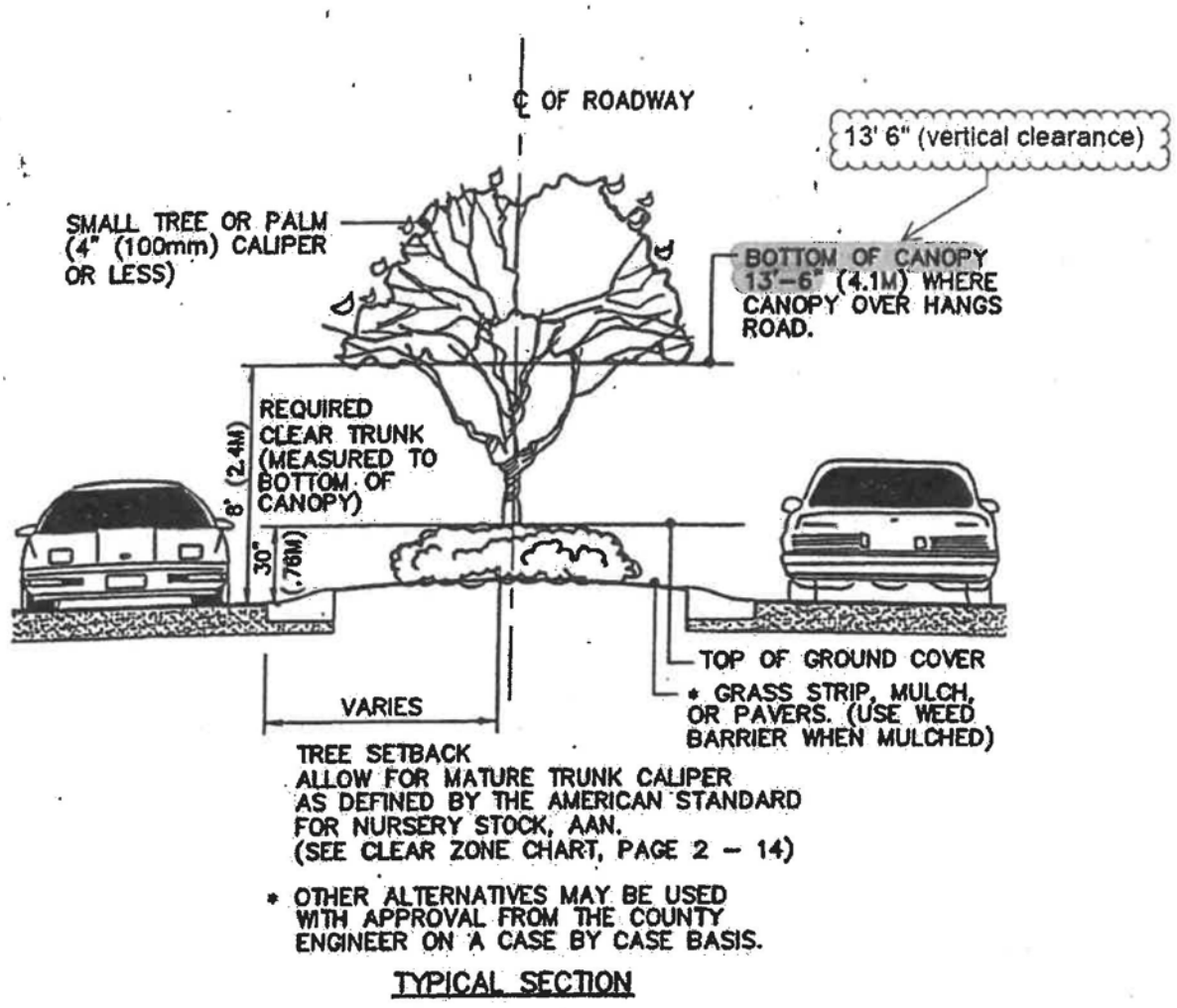
_____
Print Notary Name

Commission Number

My Commission Expires_____

55. PLANTING STANDARDS

Mountable Curb and Uncurbed Median within Safe Sight Distance Triangle

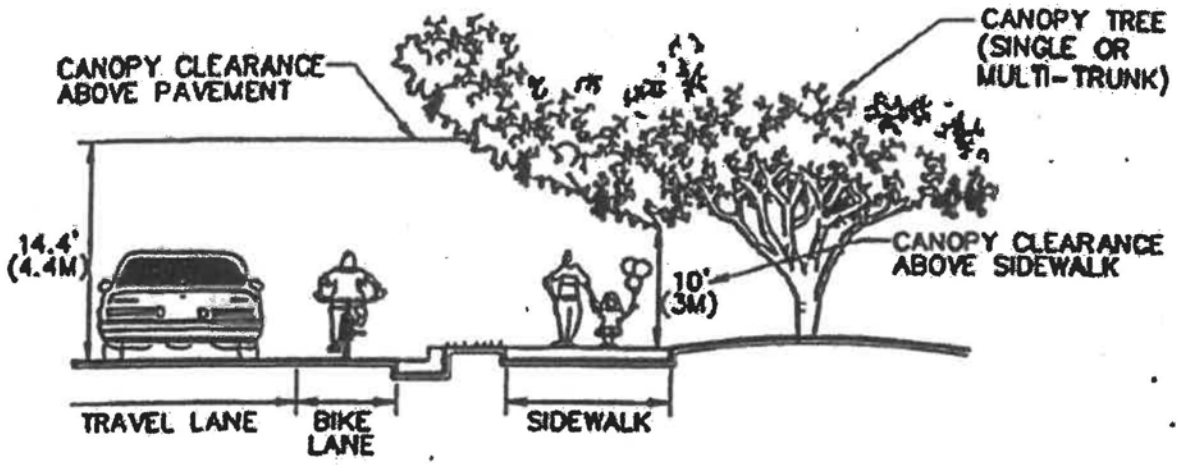


TYPICAL SECTION

Small trees and palms shall be used within mountable and uncurbed medians. Tree and palms that are 4" in caliper or less measured at 6" above grade shall be considered small and may be used within the medians. The plant material within these areas shall be maintained so that they do not overhang into the travel lane. Any portion of the tree that overhangs the travel lanes shall be maintained with a 13'-6" vertical clearance. Otherwise, no encroachment will be permitted.

Canopy Clearance for Sidewalks and Bicycle Paths
Sidewalks should be maintained free of all growth. The bottom limbs of trees overhanging the sidewalk should be at least 10' above the sidewalk.

When tree limbs extend over separate bike paths, they should be at least 10' above the bike path. When they extend over designated or undesignated bike lanes within the roadway, they must be at least 14.4' above the pavement (see below).



BIKE LANE SECTION

Roadside Clear Zone

The roadside clear zone is that area outside the traveled way, available for use by errant vehicles. Vehicles frequently leave the traveled way during avoidance maneuvers and due to loss of control by the drive or due to the collisions with other vehicles. The primary function of the clear zone is to allow space and time for the driver to regain control of vehicle and avoid or reduce the consequences of collision with roadside objects. This are4a also serves as an emergency refuge location for disabled vehicles.

The width of the clear zone should be as wide as it is practicable. The minimum permitted widths are given in the following table. These are minimum values only and should be increased whenever feasible.

In rural areas it is desirable and frequently economically feasible, to substantially increase the width of the clear zone. Where traffic volumes and speeds are high, the width should be increased. The clear zone on the outside of horizontal curves should be increased due to the high probability of vehicles leaving the Roadway at a high angle.

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Minimum Width of Clear Zone

Type of Facility	Design Speed or Posted Speed (whichever is greater)						
	30 mph	35 mph	40 mph	45 mph	50 mph	55 mph	60 mph and above
	Minimum Clear Zone						
Rural	6' Local 10' Collector 14' Arterials	6' Local 10' Collector 14' Arterials	10' Collectors 14' Arterials	14' Arterials and Collectors ADT <1500 18' Arterials and Collectors ADT ≥1500	14' Arterials and Collectors ADT <1500 18' Arterials and Collectors ADT ≥1500	18' Arterials and Collectors ADT <1500 24' Arterials and Collectors ADT ≥1500	18' Arterials and Collectors ADT <1500 30' Arterials and Collectors ADT ≥1500
Urban	4'	4'		4'	N/A	N/A	N/A

Urban Facilities clear zone is measured from face of curb (6" type D or F)
Rural Facilities Use rural for urban facilities when no curb and gutter is present. Measured from edge of through travel lane on rural section.
Curb and gutter not to be used on facilities with design speed > 45 mph.
ADT in the table above refers to design year ADT.

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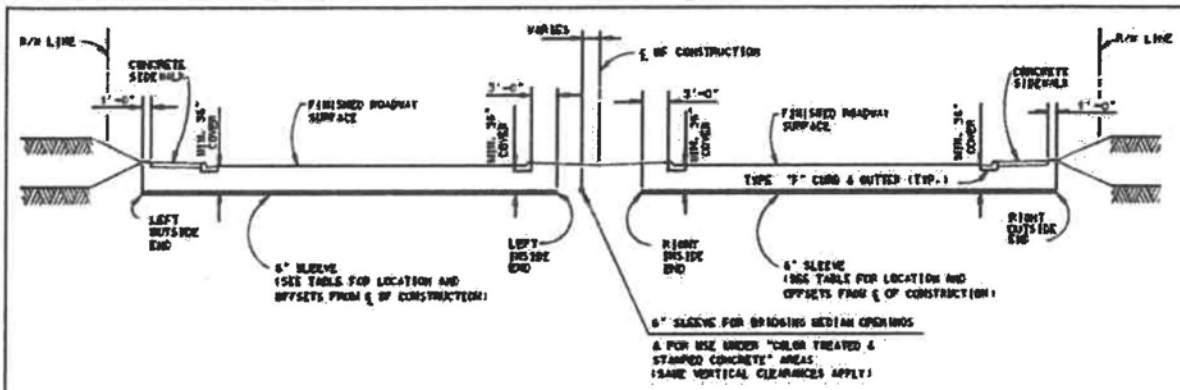


DETAIL FOR INSTALLATION OF MEDIAN IRRIGATION SLEEVES FOR THOROUGHFARE ROADS

(NOT TO SCALE)

AS-BUILT CERTIFICATION FORM

P.B.C. # _____

STATION	OFFSETS FROM ℄ OF CONSTRUCTION FOR ENDS OF 6" SLEEVES						REMARKS
	LEFT OUTSIDE END	LEFT INSIDE END	LENGTH OF PIPE ON LEFT SIDE	RIGHT INSIDE END	RIGHT OUTSIDE END	LENGTH OF PIPE ON RIGHT SIDE	
SUB-TOTAL							
TOTAL PROJECT #							

GENERAL NOTES

1. ALL SLEEVES (LEFT & RIGHT) SHALL BE INSTALLED AT SAME ℄ STATION, UNLESS OTHERWISE DIRECTED BY THE ENGINEER.
2. ALL SLEEVE ENDS ARE TO BE CAPPED.
3. ALL SLEEVE ENDS ARE TO BE MARKED AT THE TIME OF INSTALLATION WITH A 2"x4" WOODEN BOARD STANDING VERTICALLY FROM SLEEVE END TO 1' ABOVE FINISHED GROUND. EXPOSED WOODEN MARKER IS TO BE PAINTED ORANGE FOR FUTURE LOCATION PURPOSES.
4. SLEEVES ARE TO BE 6" P.V.C. SCHEDULE 80 PIPE BASED UPON F.D.O.T. SPECIFICATION SECTION 948, OR 6" BLACK HOT-DIPPED GALVANIZED STEEL PIPE WITH A MINIMUM WALL THICKNESS OF 0.280" BASED UPON A.S.T.M. STANDARD A53-84A.
5. BACKFILLING ABOVE SLEEVES SHALL BE PERFORMED ACCORDING TO F.D.O.T. SPECIFICATION SECTION 125-8.3 (BACKFILLING REQUIREMENTS FOR PIPE CULVERTS AND STORM SEWERS).
6. ALL STATIONS ARE APPROXIMATE. CONTRACTOR MUST CONTACT COUNTY ENGINEER PRIOR TO INSTALLATION TO DETERMINE EXACT LOCATION IN THE FIELD.
7. EACH SLEEVE END IS TO BE MARKED AT THE TIME OF INSTALLATION WITH A 3M ELECTRONIC MARKER (MODEL 1252) AND GPS STATE PLANE COORDINATES SHALL BE RECORDED.

PALM BEACH COUNTY · ENGINEERING AND PUBLIC WORKS · ROADWAY PRODUCTION

REVISED JANUARY 2008

PALM BEACH COUNTY ENGINEERING & PUBLIC WORKS DEPARTMENT
PALM BEACH COUNTY, FLORIDA

LIQUID ASPHALT CALCULATIONS

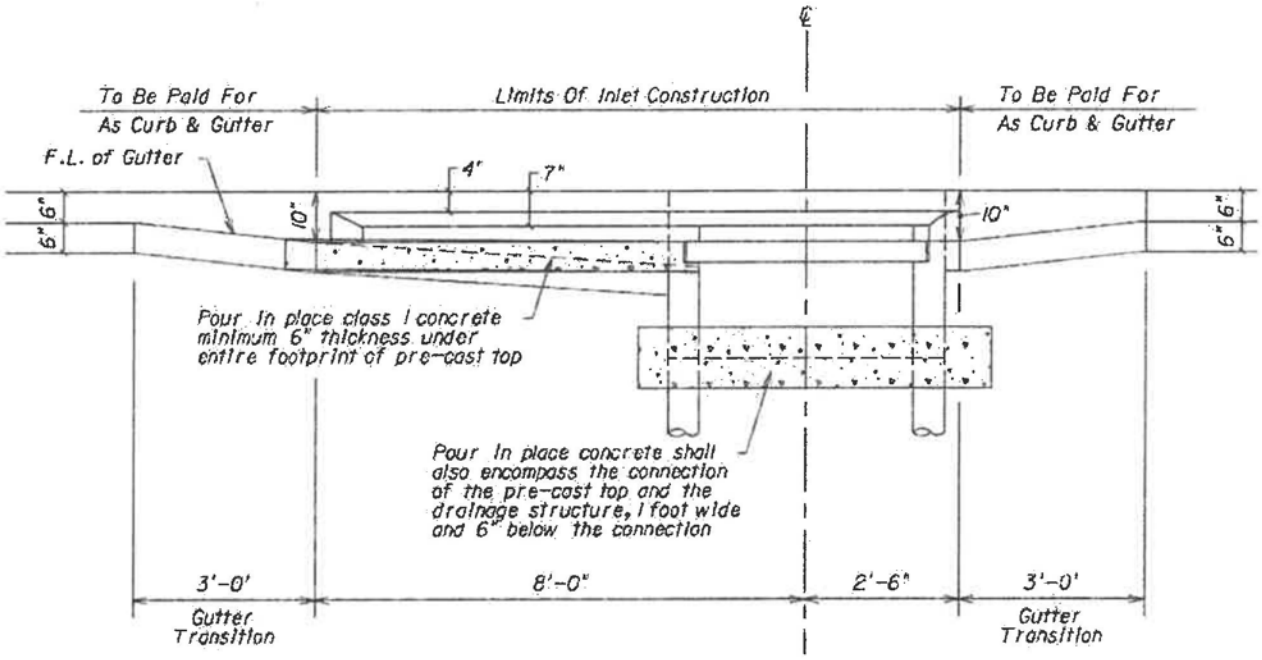
Estimate No: _____ Page No. _____ Status of: _____
Contractor: _____
Contract for: _____
Bid Index: _____

Month/Year	Tons	Pounds	*L.A. %	Weight of L.A.	Gal.	0.95% or 1.05% of Bid Index	Monthly Index	Difference (+ or -)	Change in Cost	Cumm.	Comm. Total
A	B	C	D	E	F	G	H	I	J	K	L
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00
		2000.00	*								0.00

LIQUID ASPHALT:
All bids for materials covered by the Proposal are to include required liquid bituminous materials and tack coats. No additional payment will be made for the liquid bituminous materials in the prime and tack coats. The Department will adjust the bid unit price for bituminous material, excluding cutback and emulsified asphalt, to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect during the month in which bids were received.
A price adjustment may be made upon request by either party, when escalation or de-escalation of the cost of the liquid bituminous materials used in the Asphaltic Concrete Mixes included in this proposal exceed 5% (See General Provision Section 9-2.1.2 "Bituminous Material").

* NOTE: The L.A. % to be applied for Friction Courses is 6.5%.
For all other asphalt mixes the L.A. % shall be 6.25%.
This form shall be submitted to the Engineer on a monthly basis.

Rev 1/2008



INLET TYPE 5

(Curb Inlet Top Type 6 Symmetrical with Left Half)

SUPPLEMENTAL CONCRETE AT DRAINAGE STRUCTURE TOP DETAI

RESPONSE TO CONTRACTORS REQUESTS FOR INFORMATION

February 8, 2021 1:13 PM
All County Paving
publicworks@allcountypaving.com

QUESTIONS AND OR COMMENTS:

1. What are the liquidated damages per day?

RESPONSES:

1. See Section 8-10 of the Standard Specifications listed on page SS-1.

RESPONSE TO QUESTIONS FROM PRE-BID MEETING:

QUESTIONS AND OR COMMENTS:

1. How many contractors will be awarded the project?
2. How will bonding be handled for this annual?
3. How will tasks be assigned if more than one contractor is awarded the contract?
4. Will pavement markings be part of this contract?
5. How will items not covered in the pay items be handled?
6. Do suppliers count toward the OEBO requirement?

RESPONSES:

1. See page GP-8, Section 3-2.1/Project Award. The number of awardees is unknown at this time.

2. See pages GP-8 and GP-9, Section 3-5.

3. The originator of the Work Task Order will employ a criteria reasonable for that particular Work Task Order. Price is one criteria that may be employed.

4. Temporary pavement markings will be required as part of the Work. Permanent pavement markings will be done under a separate contract.

5. If a particular Work Task Order requires a pay item not present in the Contract, a Change Order can be utilized to add the item.

6. See Section 6.6 on page ITB-7. Additional information can be obtained from the Palm Beach County Office of Equal Business Opportunity (OEBO) at 561-616-6840.

RESPONSE TO CONTRACTORS REQUESTS FOR INFORMATION

February 18, 2021 9:57 AM
J.W. Cheatham, LLC
jonathanc@jwcheatham.com

QUESTIONS AND OR COMMENTS:

1. What are the specifications for high performance surface treatment?

RESPONSES:

1. See added TSP pages for High Friction Surface Treatment.

RESPONSE TO CONTRACTORS REQUESTS FOR INFORMATION

March 1, 2021
J.W. Cheatham, LLC
jonathanc@jwcheatham.com

QUESTIONS AND OR COMMENTS:

1. Is paint meeting both State and Department Specifications, acceptable for the last temporary pavement markings for the project's final condition?

2. How will the County reimburse the Contractor for the cost incurred to provide a satisfactory Contract Bond upon award of Contract?

RESPONSES:

1. Paint shall meet the requirements set forth in the contract documents.

2. The cost of the bond shall be incidental to the contract.

OVERVIEW

The purpose and intent of this bid is to establish an Annual Asphalt Milling and Resurfacing Contract to include maintenance of traffic, hauling and disposal.

The work included in these specifications consists of milling and disposal of existing asphalt pavement and maintenance of traffic. Following the milling process, all surfaces shall be cleaned and ready to receive the finish applications.

Work also included in these specifications consists of furnishing, hauling and placement of Asphaltic Concrete Surface Courses.

DEFINITIONS:

WEST DISTRICT: All areas of Palm Beach County West of 20 Mile Bend (Belle Glade, Pahokee, Canal Point and South Bay).

EAST DISTRICT: All areas of Palm Beach County East of 20 Mile Bend.

INSPECTIONS:

The Department may appoint representatives to inspect equipment used under this contract, observe personnel employed, and the general performance of the Contract. The representatives will not be authorized to revoke, alter, enlarge or relax the conditions of these specifications, approve or accept any portion of the completed work, issue instructions contrary to authority, reject defective equipment, report on inept personnel, nor suspend any work.

MILLING:

SECTION 327 - MILLING OF EXISTING ASPHALT PAVEMENT – Add the following:

327-5.1 Portable Milling Machine - Method of Measurement.

The quantity to be paid for under the item, Portable Milling Machine, shall be those hours expended for actual milling and clean-up. All costs associated with set-up of the portable Milling Machine and disposal of milled materials shall be considered incidental to the item, Portable Milling Machine.

327-6.1 Portable Milling Machine - Basis of Payment.

The quantity, determined as provided in 327-5.1, shall be paid for at the contract unit price for the item, Portable Milling Machine.

The price and payment for Portable Milling Machine shall be full compensation for all work associated with execution of the work under this item as specified in this Section, including all labor, equipment, hauling and/or stockpiling or otherwise disposing of the milled material and maintenance of traffic in accordance with Florida Department of Transportation - Standard Specifications for Road and Bridge Construction as amended by the Department or otherwise modified and the provisions of these Contract Documents. Payment shall be made, on a per hour basis for actual milling and clean-up, under the item, Portable Milling Machine.

RESURFACING:

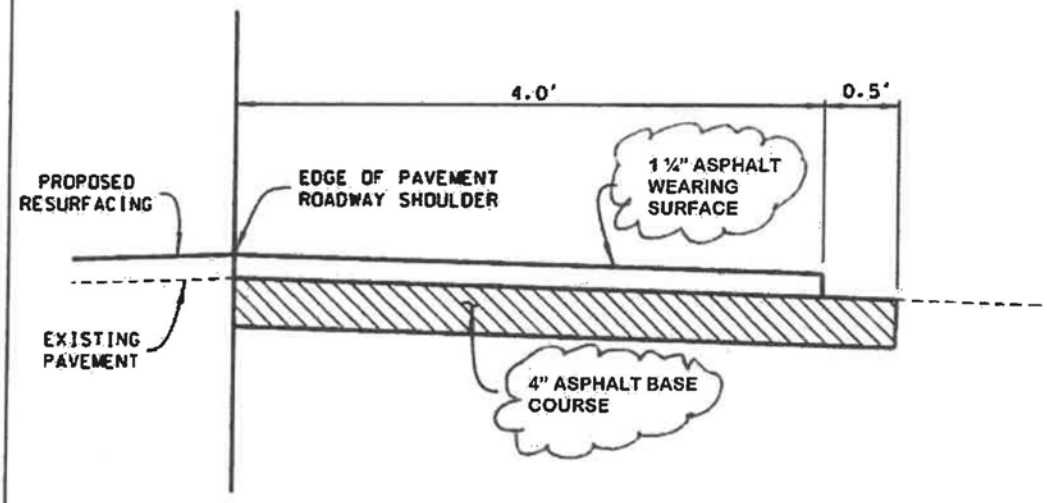
General

The work specified in these specifications consists of furnishing, hauling and placement of Asphaltic Concrete Surface Courses, all according to the Florida Department of Transportation - Standard Specifications for Road and Bridge Construction as amended by the Department or further supplemented and/or amended herein below.

Asphaltic Concrete Surface Courses shall be properly laid upon an existing prepared base, existing surface course or newly constructed single surface treatment, in accordance with the specifications and in conformity with the lines, grades, thickness and typical section or as shown on the plans as presented to the Contractor at such times as may be designated. This work shall include conditioning of the existing base or surface, such as leveling, blading the grass back from the existing pavement edges, sweeping, regrading shoulders, maintaining traffic and any other incidental construction, as directed by the Department.

The locations of the construction projects on which material will be used will vary, and may be at any location within the boundaries of Palm Beach County. The Contractor will not be expected to operate his equipment on personnel beyond the limits of Palm Beach County under the Contract.

The design mix formula and mix stability for the Asphaltic Concrete Surface Courses delivered under this Contract shall conform to the following specifications, and shall consist of aggregate from an FDOT approved source.



NOTE:

1. ASPHALT SHOULDER TO BE PAID FOR UNDER THE TONNAGE ITEM FOR THE WORK ORDER.
2. SHOULDER PREPARATION TO BE PAID FOR UNDER BOX OUT SHOULDER ITEM.

PALM BEACH COUNTY DEPARTMENT OF ENGINEERING & PUBLIC WORKS ENGINEERING SERVICES DIVISION				PALM BEACH COUNTY STANDARDS SHOULDER PREPARATION DETAIL	DRAWING NO.
DRAWN BY:	DATE:	REVISED BY:	DATE:	APPROVED: EFFECTIVE:	
CHECKED BY:	DATE:			COUNTY ENGINEER	

SECTION 333
HIGH FRICTION SURFACE TREATMENT

SECTION 333 IS ADDED TO THIS SPECIFICATION

333-1 Description.

This work consists of furnishing and applying a high friction surface treatment (HFST) in accordance with this Section and in conformity with the lines and details shown in the Plans. The Contractor shall be responsible for providing a manufacturer's representative at the construction site in order to train Department, Construction, Engineering & Inspection (CEI), and Contractor personnel prior to surface treatment and shall require the manufacturer's representative to be available during application of the surface treatment as necessary.

333-2 Materials.

333-2.1 General: Use a two part polymer resin binder treatment capable of retaining a bauxite aggregate topping under vehicular traffic conditions.

333-2.2 Polymer Binder: The polymer resin binder shall consist of a thermosetting modified polymer compound and shall meet the following requirements:

Table 333-1 Polymer Resin Binder Requirements

Property	Requirement	Test Method
Viscosity	7 – 30 poises	ASTM D-2556
Gel Time	10 minutes min.	ASTM C-881 (60 gram mass)
Ultimate Tensile Strength	2,000 – 5,000 psi	ASTM D-638 (Type 1 Specimen)
Elongation at break point	30 – 70%	ASTM D-638 (Type 1 Specimen)
Durometer Hardness (shore D)	60 - 80	ASTM D-2240
Compressive Strength	1,000 psi min 3 hours, 5,000 psi min at 7 days	ASTM C-579
Cure Rate (dry time)	3 hours max	ASTM D-1640
Water Absorption	1.0% max	ASTM D-570
Adhesive Strength at 24 hrs	250 psi min or 100% substrate failure	ASTM C-1583

333-2.3 Aggregate: The aggregate shall be a calcined bauxite consisting of a 1-3mm gradation. The aggregate shall be clean, dry, and free from foreign matter. The aggregate will be delivered to the construction site in packaging that is clearly labeled; which protects the aggregate from any contaminates on the jobsite and from exposure to rain or other moisture. The aggregate shall meet the following requirements:

Table 333-2 Aggregate Requirements

Property		Requirement	Test Methods
Aggregate Abrasion Value		20% max	AASHTO T-96
Aggregate Grading	No. 4 Sieve Size	100% min Passing	AASHTO T-27
	No. 6 Sieve Size	95% min Passing	AASHTO T-27
	No. 16 Sieve Size	5% max Passing	AASHTO T-27
Moisture Content		0.2% max	AASHTO T-255
Aluminum Oxide		86% min	ASTM C-25

333-2.4 Certified Test Results: Provide to the Engineer, certified copies of complete test results from the producers documenting that the polymer resin binder meets the requirements of Table 333-1 and that the aggregate meets the requirements of Table 333-2. The test results shall be within 12 months of project letting date and must be representative of the material used on the project and must document source of origin.

333-3 Vendor Qualification.

The HFST vendor shall provide a list of similar projects on which a minimum of 3,000 square yards of high friction surface treatment has been placed within the past three years from the date of the submittal of bid. Provide the owners contact information and project locations. Include documentation that indicates the in-place friction characteristics of these projects met a minimum FN40R of 65 when tested in accordance with AASHTO T-242.

333-4 Quality Control Plan.

The vendor shall submit an HFST Quality Control Plan (QCP) and provide a copy to the State Materials Office (SMO) for approval at least 30 days prior to placement of HFST. The QCP shall contain a minimum:

1. Schedule for the trial HFST work and the production HFST work.
2. Description of equipment for placing HFST.
3. Method of application for measuring, mixing, placing, and finishing HFST.
4. Method for protecting areas not to receive HFST.
5. Description of acceptable environmental conditions for placing HFST.
6. Cure time and time to bear traffic estimates for HFST.
7. Storage and handling of HFST components.
8. Disposal and recycling of excess HFST and containers.
9. Contingency plan for possible failure during the HFST application.
10. Name of the certified independent testing laboratory.
11. Key personnel and contact information.
12. All project certifications and test results.

The QCP shall designate a QC Manager who shall have full authority to institute any action necessary for the successful operation of the plan.

333-5 Application.

333-5.1 General: Do not apply the two part polymer resin binder on a wet surface, when the ambient or surface temperature is below or above the manufacturer's recommendation, or when the anticipated weather conditions would prevent the proper application of the surface treatment as determined by the manufacturer's representative.

333-5.2 Test Strip. Complete a trial test strip prior to starting HFST production work. Surface preparation on the rest of the project may be completed prior to the test strip or during
the cure time.

The trial HFST shall:

1. Be at least 20 feet long and equal to the production width.
2. Be constructed using the same equipment as the production work.
3. Replicate field conditions, including ambient and surface temperatures, anticipated for the production work.
4. Demonstrate surface preparation requirements.
5. Document the settings on the applicator equipment, initial quantities of resin and aggregate, and unused quantities of resin and aggregate remaining in the applicator equipment after applying the HFST.
6. On a small area, verify the polymer resin binder film thickness using a wet film thickness gauge prior to aggregate placement.
7. Determine the initial set time for polymer resin binder in HFST.
8. Have temporary or permanent pavement markers and delineation in place when lanes are open to public traffic.
9. Determine that work can be completed within allowable lane closure times.

Remove and dispose of the HFST test strip if quality is unacceptable. No payment will be made for disposed material. Do not begin HFST production until successful completion of the trial HFST and authorization is provided by the Engineer. The test strip requirement may be waived by the Engineer.

333-5.3 Preparation: Surfaces shall be clean, dry, and free of all dust, oil, debris and any other material that might interfere with the bond between the polymer resin binder material and existing surfaces. For applications on new pavements, install the HFST a minimum of 30 days after the placement of the underlying and adjacent asphalt pavement.

Clean asphalt pavement surfaces using a mechanical sweeper to remove dirt, loose aggregate, debris, and deleterious material.

Clean concrete pavement surfaces by shot blasting to remove all curing compounds, loosely bonded mortar, surface carbonation, and deleterious material. The final surface must have, at minimum, the texture of Concrete Surface Profile (CSP) 5 as specified by the International Concrete Repair Institute (ICRI). The texture should not go above CSP 7. After shot blasting, vacuum sweep or air wash, with a minimum of 180 cfm of clean and dry compressed air. Maintain the air lance perpendicular to the surface and the tip of the air lance within 12 inches of the surface.

Utilities, drainage structures, curbs and any other structure within or adjacent to the treatment location shall be protected against the application of the surface treatment materials. Cover and protect all existing pavements and pavement markings that are adjacent to the application surfaces as directed by the Engineer. Pavement markings that conflict with the surface application shall be removed by grinding, or by other methods approved by the Engineer, and the surface shall be swept clean prior to the polymer binder application.

Pre-treat asphalt joints and cracks greater than 1/4 inch in width and depth with the mixed polymer specified herein. Once the polymer in the pre-treated areas has gelled, the high friction polymer binder and aggregate topping installation may proceed.

The top layer of flexible pavement should be milled and inlaid prior to HFST application in the following conditions: cracking covering 6% or more of the surface; widespread rutting of 0.25 inches or greater; raveling; or bleeding surface. On concrete, slab repair or replacement is required for any single slab with moderate or severe distress (specifically transverse cracking, longitudinal cracking, spalling, or corner cracking) or a shattered slab in more than three pieces.

333-5.4 Automated Mixing and Application: Apply HFST with a continuous automated method using an applicator vehicle. The applicator vehicle shall mechanically mix, meter, monitor, and apply the binder resin system and have the capability to spread the high friction aggregate a minimum of 12 feet wide in one uniform and continuous pass. If recommended by the manufacturer, metering pumps shall be heated.

The applicator vehicle must have continuous pumping and proportioning devices that blend the binder components within a controlled system and can blend and mix per the manufacturer's specification (plus or minus 2% by volume). The polymer resin binder must be continuously applied once blended. The applicator vehicle must be capable of applying the minimum polymer resin binder spread rate.

Dense-graded asphalt and rigid pavement surfaces will require one course layer of HFST following the application rates in Table 333-3. Open-graded asphalt surfaces are required to be milled and overlaid with dense grade asphalt prior to HFST application. All HFST layers must be constructed to a minimum of the drivable lane width or as directed by the Engineer.

1. When the lane width exceeds the capability of the vendor's machine and the machine has to make two runs to cover the whole lane width, verifying the following for daily acceptance:
   Joints appear neat and uniform without buildup, uncovered areas, or unsightly appearance.
2. For longitudinal joint construction, there will be no opening or gap between adjacent passes and should not be constructed within a vehicle wheel path.
3. Construction joints have no more than 1/4 inch (6 mm) difference in elevation across the joint as measured with a 6 foot (2 m) straightedge.

Table 333-3 Application Rate

Polymer Resin Binder Application Rate	High Friction Aggregate Application Rate
50-65 mils (25 to 32 sf/gal)	12 to 15 lbs/sy

The aggregate shall be applied less than 30 seconds after the polymer resin binder application. Completely cover the "wet" polymer binder with aggregate until refusal. Recovered clean aggregate may only be reused once and must be blended with new aggregate at a rate of 2:1 (two parts new aggregate to one part recovered aggregate). Provide a written record of the recovered aggregate and clearly label storage containers with "Recovered HFST Aggregate" and the project number.

333-5.5 Manual Mixing and Application: Manual mixing and application are only allowed for areas that are less than 200 square yards or upon approval by the Engineer where truck mounted application machines are not applicable to the specified locations because of construction constraints. Hand-mix the polymer resin binder in accordance with the manufacturer's recommendations. Uniformly spread the binder using serrated edge squeegees, and within five minutes broadcast the aggregate until refusal. All other conditions apply.

333-5.6 Curing: Allow each course of the HFST to cure in accordance with manufacturer recommendations. Protect treated surfaces from traffic and environmental effects until the area has cured. After the initial cure, the inspector may perform a visual inspection to verify that the polymer resin binder has cured properly and that there are no uncured spots.

HFST that does not cure properly is subject to removal at the Contractor's expense.

Before opening to traffic, remove the excess aggregate by mechanical sweeping or vacuum sweeping. Excess aggregate that can be reused shall be reclaimed by a vacuum sweeper. The recovered aggregate must be clean, uncontaminated, and dry, as approved by the Engineer.

Aggregate shedding after construction shall require additional sweeping or vacuuming on the shoulders as needed to remove excess aggregate, but not more than two weeks after final HFST placement.

Restripe the pavement surface and reinstall pavement markers as directed in the contract documents after the HFST has been completed and approved by the Engineer. Temporary striping may be necessary as described by the contract documents or as directed by the Engineer.

333-6 Warranty and Friction Acceptance Testing.

All HFST applications require a minimum one year warranty from latent surface defects. Threshold values and associated remedial work are specified in Table 333-4. Within 90 days after construction of the HFST, the Department will measure the friction characteristics in accordance with AASHTO T242. The friction tests are needed prior to final acceptance. The minimum acceptable friction number (FN40R) is 65 or the Contractor must remove and replace all materials at no additional expense to the Department. The Department also reserves the right to measure the friction characteristics of the HFST at any time during the warranty period.

Table 333-4 Warranty Criteria

Type of Distress	Type of Survey	Threshold Values for HFST Application Area	Remedial Work
Surface Cracking(1)	Any Survey	≥ 10% of any given 100 square yard of HFST application area	Remove and replace the distressed areas HFST to the full distressed depth and to a minimum surface area of 150% of each distressed area, subject to performance at final survey (2)
Raveling and/or Delaminatio n(3)	Any Survey	≥ 10% of any given 100 square yard of HFST application area	Grind and replace the distressed area(s) with HFST to the full distressed depth and to a minimum surface area of 150% of each distressed area, subject to performance at final survey(4)
Soft Spots /Bleeding(5)	Any Survey	≥ 10% of any given 100 square yard of HFST application area	Grind and replace the distressed area(s) with HFST to the full distressed depth and to a minimum surface area of 150% of each distressed area, subject to performance at final survey(4)

(1) Severity of Cracking Class IB or greater.
(2) Remedial Work for surface cracking: The Contractor must perform all corrective work to the satisfaction of the Engineer.
(3) Raveling and/or Delamination: Loss of cover aggregate or lack of HFST mix on the surface.
(4) At the time of final survey, repaired areas must be performing to the satisfaction of the Engineer.
(5) Soft Spots is caused by uncured or polymer binder and bleeding is due to excess binder. The soft spots can be detected and verified by using a small scraper knife to shovel off the material.

333-7 Method of Measurement.
The quantities to be paid for will be the plan quantity, in square yards, completed and accepted. No deduction will be made for the areas occupied by manholes, inlets, drainage structures, pavement markings or by any public utility appurtenances within the area.

333-8 Basis of Payment.
Price and payment will be full compensation for all work specified in this Section. Payment will be made under:

Item No. 908-333-1 High Friction Surface Course – per square yard.

PALM BEACH COUNTY, FLORIDA

STANDARD SPECIFICATIONS FOR ROAD AND

BRIDGE CONSTRUCTION

Florida Department of Transportation Standard Specifications for Road and Bridge Construction, dated July 2017 shall be used as the basis for the Work.

The Contractor agrees that the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, July 2017 Edition, amended as follows by the General Provisions, but not otherwise changed, shall govern.

In addition to these Standard Specifications and General Provisions, there will be those General Provisions included which would pertain to the pertinent items of construction.

PALM BEACH COUNTY, FLORIDA
GENERAL PROVISIONS

DIVISION 1
GENERAL REQUIREMENTS AND COVENANTS

SECTION 1
DEFINITIONS AND TERMS

1-3 Definitions

The following terms, when used in the Contract Documents, have the meaning described as follows:

Department THE FOLLOWING IS SUBSTITUTED:

The Palm Beach County Engineering & Public Works Department or The State of Florida Department of Transportation, as appropriate.

Engineer THE FOLLOWING IS SUBSTITUTED:

Palm Beach County Engineering, acting directly or through duly authorized representatives, such representatives acting within the scope of the duties and authority assigned to them.

Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood as if the expression were followed by the words "by the Engineer", "to the Engineer", or "of the Engineer".

ADD THE FOLLOWING DEFINITION:
Financial Project Identification Number – *Project Number*

ADD THE FOLLOWING DEFINITION:
Lot - *The definition varies throughout the specification. The Engineer reserves the right to define the testing limits.*

ADD THE FOLLOWING DEFINITION:
Approved Products List - *Refers to FDOT's Approved Products List*

END OF SECTION

SECTION 2
PROPOSAL REQUIREMENTS AND CONDITIONS

2-1 Prequalification of Bidders DELETE AND INSERT THE FOLLOWING:

2-1.1 Palm Beach County Engineering & Public Works Department (Department) does not certify contractors. Although FDOT certification is not a requirement, the Department reserves the right to utilize FDOT's listing of pre-qualified contractors in determining a Bidder's eligibility to perform the Work required for this project.

Refer to URL http://www.fdot.gov/contracts/prequal_info/prequalified.shtm for access to pre-qualified FDOT contractors for construction contracts.

2-1.2 If the Bidder is not FDOT certified in the category of FLEXIBLE PAVING, the Bidder shall provide with the Bid or within three (3) Business Days of the Department's request the following information regarding similar project(s) performed and completed by the Bidder within the past five years (Similar Projects Information):

Similar Projects Information *(complete the following for each similar project)*

Similar Project Experience	Name	
	Location	
	Total Construction Cost	
	Description	
Client/ Owner	Firm / Agency	
	Contact person	
	Phone number	
	Email	
Bidder's Role (prime/subcontractor):		
Portion of Project Completed by Bidder:		
Construction Cost of Portion of Project Completed by Bidder:		

2-1.3 Additional information that may be requested by the Department may include but not be limited to the following (collectively, Additional Information):

- Supplemental listing of Similar Projects Completed by the Bidder
- FDOT Certification of Current Capacity and Status of Contracts On Hand (Form 525-010-46)
- Detailed information of financial resources of the Bidder

- Listing of equipment owned by the Bidder
- Key personnel resumes with a statement of their work category experience
- A list stating the types of work in which the Bidder can provide backup to show experience, expertise, and competence.
- The aggregate amount of work the Bidder currently has under contract
- Licensure information of the Bidder and personnel
- Any other pertinent information to assist in this qualification review

2-1.4 The Department will review the Similar Projects Information and, if requested, the Additional Information to determine if the Bidder has sufficient experience to perform the Work. Failure to provide the Similar Projects Information, and, where requested, the Additional Information, may cause the Bid to be rejected as non-responsive.

2-1.5 The Department reserves the right to request and require the Similar Projects Information and Additional Information to verify a Bidder's experience and qualifications for the Work, all of which shall be submitted within three (3) Business Days of the Department's request.

2-1.6 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may **not** submit the following:

(a) A bid on a contract to provide any goods or services to a public entity.

(b) A bid on a contract with a public entity for the construction or repair of a public building or public Work.

(c) Bids on leases of real property to a public entity.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity may not be awarded or perform Work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 F.S., for Category Two. All restrictions apply for a period of 36 months from the date of placement on the convicted vendor list.

2-2 Proposals

2-2.1 Obtaining Proposals DELETE AND INSERT THE FOLLOWING:

Obtain a Proposal under the conditions stipulated in the Advertisement for Bid. The Advertisement states the location and description of the Work to be performed; the estimate of the various quantities (if applicable); the items of work to be performed (if applicable); the Contract Time; the

amount of Proposal Guaranty; and the date, time, and place of the opening of Proposals. The Proposal Form will also include any Special Provisions or other requirements which vary from or are not contained in the Standard Specifications.

The Plans, Specifications and other documents designated in the Advertisement are part of the Proposal, whether attached or not. Do not detach any papers bound with or attached to the Proposal.

ADD THE FOLLOWING SUB-ARTICLE:
2-2.1.1 Filling out Proposal Form (Pay Item Forms)

In filling out Proposal Forms, Bidders shall be governed by the following provisions:

(a) Proposals can be made on the blank Proposal Form provided (Excel file). The blank spaces in the Proposal Form must be filled in, regardless of whether quantities are shown, and no change shall be made either in the phraseology of, or in the items listed in the Proposal Form. It is the Bidder's responsibility to check and verify the accuracy of excel file formulas/extensions. Bidders are reminded that this is a unit price contract, and bid totals will be based on actual unit prices provided (see Section "e" below) regardless of extensions and totals shown.

(b) Each Proposal Form shall specify a unit price, for each of the separate items, as called for.

(c) Any Proposal which does not contain prices set opposite each of the items for which there is a blank space, or any Proposal which shall in any manner fail to conform to the conditions of the published notice will be cause for rejection.

(d) Proposals must be signed in ink by an authorized officer of the firm with the signature in full, and name and title of the officer. Example:

John Doe Contracting Company
By: John Doe, President

(e) In the event of mathematical errors in the extension of units and unit prices, the unit price shall prevail. The "Total Bid" as indicated on the Proposal Forms shall be the summation of the extension of units and unit prices only. Should the Proposal include "Alternate(s)", the total amount that will be considered for the "Alternate(s)" shall also be the summation of the extension of units and unit prices only, with the unit price prevailing.

When "Alternate(s)" are included, the Department reserves the right to award the Contract based on the "Total Bid" with or without the "Alternate(s)", with no recourse to the Contractor.

(f) When a corporation is a Bidder, the person signing shall state under the law of what state the corporation was chartered, and the name and title of the officer having authority under the by-laws to sign Contracts.

(g) Anyone signing the Proposal as agent must submit the Proposal with legal evidence of its agent's authority to do so. Post office address, county and state, must be given after the signature.

(h) Proposals that contain any omission, erasure, alteration, addition or item not called for in the Engineer's estimate, or that show irregularities of any kind, will be considered as informal or irregular. This will be cause for the rejection of the Bid.

DELETE AND INSERT THE FOLLOWING:

2-2.2 Department Modifications to Contract Documents
Modifications to any Contract Documents will be posted at the following URL address:
https://pbcvssp.co.palm-beach.fl.us/webapp/vssp/AltSelfService

The Bidder shall take responsibility for checking and downloading the revised data from the Department's website. If the Department's website cannot be accessed, contact the Palm Beach County Purchasing Department at (561) 616-6800 or email PBCVendor@pbcgov.org.

2-2.3 Internet Bid Submittals DELETE IN ITS ENTIRETY

2-2.4 Hard Copy Bid Submittals DELETE AND INSERT THE FOLLOWING:

Unless otherwise indicated in the Advertisement for Bid, the Contractor shall prepare and submit the Bid as a hard copy submittal to the Department in accordance with the Contract Documents.

Print and submit Bid documents generated from the web site on letter size paper. Ensure that all computer generated sheets are legible. The Department prefers 12 point font size and recommends a minimum of 20 pound paper.

The Department will not be held responsible if the Bidder submits a Bid that is incomplete. Failure to follow proper procedures may cause the Bid to be declared non-responsive, or irregular.

2-5 Preparation of Proposals DELETE AND INSERT THE FOLLOWING:

2-5.1 General

Submit Proposals on the form described in 2-2. Any pay item that will be provided free or at no cost to the Department shall be indicated as "free" or "$00.00". If the pay item is left blank or N/A is used, the Bid may be declared irregular. Show the total of the Bid where called for on the Proposal Forms.

2-5.2 Internet Bid Submittals DELETE IN ITS ENTIRETY.

2-5.3 Hard Copy Bid Submittal DELETE AND INSERT THE FOLLOWING:

If the Proposal is made by an individual, either in the Bidder's own proper person or under a trade or firm name, the Bidder shall execute the Proposal under the Bidder's signature and enter the firm's office street address.

If made by a partnership, execute the Proposal by setting out in full the names of the partners, the firm name of the partnership, if any, have two or more of the general partners sign the Proposal and enter the Bidding firm's office street address.

If made by a corporation, execute the Proposal by setting out in full the corporate name and have the president or other legally authorized corporate officer or agent sign the Proposal, affix the corporate seal and enter the bidding corporation's office street address. If made by a limited liability company, execute the Proposal by setting out the company name, have the manager or authorized member sign the Proposal and enter the bidding company's office address.

If made by a joint venture, execute the Proposal by setting out the joint venture name, have the authorized parties sign the Proposal and enter the bidding office's street address.

2-6 Rejection of Irregular Proposals DELETE AND INSERT THE FOLLOWING:

A Proposal is irregular and the Department may reject it if it shows omissions, alterations of form, additions not specified or required, conditional or unauthorized alternate bids, or irregularities of any kind; or if the unit prices are obviously unbalanced, or if the cost is in excess of or below the reasonable cost analysis values.

ADD THE FOLLOWING SUB ARTICLE AFTER 2-6

2-6.1 Unbalanced Bid Items

Bid items in which the unit prices are not in line with the industry standards or averages for the items may be considered to be unbalanced and rejected.

For a Bid to be balanced, each item must carry its proportionate share of direct cost, overhead and profit. Unbalanced items which are installed and billed at the beginning of a project may lead the bid to be irregular due to front-end loading the Bid.

Bid which are determined by the Department to be unbalanced Bids or which contain unbalanced line item pricing when compared to competitor's Bid's for the same item and standard industry prices, and which significantly deviate from the Department's determination of acceptable line item pricing, may be rejected by the Department.

2-7 Guaranty to Accompany Proposals (Bid Bond) DELETE AND INSERT THE FOLLOWING:

The Department will not consider any Proposal unless accompanied by a Proposal Guaranty of the character and amount indicated herein, and unless made payable to the Board of County

Commissioners, Palm Beach County, Florida. Submit the Proposal with the understanding that the successful Bidder shall furnish a Contract Bond pursuant to the requirements of 3-5.

The Bidder's Proposal Guaranty is binding for all projects included in the Contract awarded to the Contractor pursuant to the provisions of this Subarticle.

The bond may be a Certified Check or a Cashier's Check and shall be made payable to the Board of County Commissioners, Palm Beach County, Florida, in the amount of 5% (Five Percent) of the total gross amount of the Bid as a guarantee that the Bidder, if given a letter of intent to award, will within fourteen (14) consecutive Working Days of the date of the letter, enter into a written Contract with the Board of County Commissioners in accordance with the accepted Bid. Certified checks shall be signed by the party whose Bid it accompanies.

2-8 Delivery of Proposals

2-8.1 Internet Bid Submittals DELETE IN ITS ENTIRETY

2-8.2 Hard Copy Bid Submittals DELETE AND INSERT THE FOLLOWING:

Submit all Bids in sealed envelopes bearing on the outside the name of the Bidder, the Bidder's address, date of opening, and in large letters, the words:

CONSTRUCTION OF: ANNUAL MILLING AND RESURFACING CONTRACT

for which the Bidder submitted the Bid.

For Proposals that are submitted by mail, enclose the Proposal in a sealed envelope, marked as directed above. Enclose the sealed envelope in a second outer envelope addressed to the Department, at the place designated in the Advertisement. For a Proposal that is not submitted by mail, deliver it to the Department, or to the place as designated in the Advertisement. The Department will return Proposals received after the time set for opening Bids to the Bidder unopened.

A Bidder may withdraw a Proposal at any time prior to that fixed for opening Bids without prejudice to him/herself.

2-9 Withdrawal or Revision of Proposals

2-9.1 Internet Bid Submittals DELETE IN ITS ENTIRETY.

2-9.2 Hard Copy Bid Submittals DELETE AND INSERT THE FOLLOWING:

A Bidder may withdraw or revise a Proposal after submitting it, provided the Department receives a written request to withdraw or revise the Proposal prior to the time set for opening of Bids. The resubmission of any Proposal withdrawn under this provision is subject to the provisions of 2-8.

END OF SECTION

SECTION 3
AWARD AND EXECUTION OF CONTRACT

3-2 Award of Contract

3-2.1 General DELETE AND INSERT THE FOLLOWING:

If the Department decides to award the Contract, the Department will award the Contract to the lowest responsible, responsive Bidder whose Proposal complies with all the Contract Document requirements. If awarded, the Department will award the Contract within one hundred eighty (180) days after the opening of the Proposals, unless the Special Provisions change this time limit or the Bidder and the Department extend the time period by mutual consent.

For the purpose of award, the low Bid shall be the lowest amount bid for the "Total Bid", and if any alternates are considered, it shall be the "Total Bid" plus the addition for the alternate or alternates which the Department may select. In no case will any award be made until all necessary investigations are made into the responsibility of the lowest Bidder.

Prior to award of the Contract by the Department, the Bidder must provide proof of authorization to do business in the State of Florida.

Project Award

The Department reserves the right to make multiple awards for this contract. In the event the Department exercises this right, award will be made to the lowest, responsive, responsible Bidders. Work will be issued to the Bidders at the Department's discretion.

3-5 Contract Bond Required

3-5.1 General Requirements for All Bonds DELETE AND INSERT THE FOLLOWING:

Under no circumstances shall the Contractor begin Work until it has supplied the Department with a Contract Bond. Upon award, furnish to the Department, and maintain in effect throughout the life of the Contract, an acceptable Contract Bond. Obtain the Contract Bond from a Surety licensed to conduct business in the State of Florida, meeting all of the requirements of the laws of Florida and the regulations of the Department, and having the Department's approval. The Penal Sum of the Contract Bond shall automatically increase as the Contract Amount increases; provided, however, that any increase of more than 20% from the initial Penal Sum, requires the Surety's written consent. Ensure that the Surety's Florida Licensed Insurance Agent's name, address, and telephone number is clearly stated on the Contract Bond form.

To insure the faithful performance of each and every condition, any stipulation and requirement of the Contract Documents and to indemnify and save harmless the Department from any and all damages, either directly or indirectly, arising out of any failure to perform same, the Contractor shall furnish to the Department, the Contract Bond on forms attached hereto.

3-5.1.1 Work Order For Less Than $200,000

For each Work Order in an amount less than $200,000, furnish to the Department and maintain in effect throughout the duration of the Work Order,a Surety Bond in the amount of $50,000, as security for faithful performance of Work Order(s) and for the payment of all persons performing labor and furnishing Materials in connection therewith. In the event that the amount of a proposed Work exceeds the amount of the Surety Bond, furnish additional Surety Bond, in increments of $50,000, so that the total amount of the Surety Bond(s) exceeds the amount of all Work Orders.

3-5.1.2 Work Order For $200,000 or More

For each Work Order in the amount of $200,000 or more, furnish to the Department and maintain in effect throughout the duration of the Work Order, an acceptable Surety Bond in an amount at least equal to the amount of the total Work Order, as security for faithful performance and for the payment of all persons performing labor, and furnishing Materials in connection therewith.

ADD THE FOLLOWING SUB-ARTICLE:

3-6 Execution of Contract and Contract Bond DELETE AND INSERT THE FOLLOWING:

The Contractor shall execute the Contract and provide satisfactory Contract Bond and documentation evidencing all insurance required per Section 7-13 (Insurance) to the Department within fourteen (14) Working Days of the date of the Letter of Intent to Award.

Per Section 8-1, Contractor shall perform not less than 40% of the total Contract with its own organization. Therefore, Contractor shall submit with the Contract Documents a detailed breakdown (in dollars and percentage) of how the total Contract amount is proposed to be distributed. The breakdown shall show all relevant information for the Contractor and all sub-contractors.

3-6.1 Recording of Contract Bond

Before commencing the Work, Contractor shall provide to the Department a certified copy of the recorded Contract Bond(s). Department may not make any payment to Contractor until Contractor has complied with this requirement.

3-7 Failure by Contractor to Execute Contract and Furnish Bond DELETE AND INSERT THE FOLLOWING:

In the event that the Contractor fails to execute the Contract and to furnish an acceptable Contract Bond, as prescribed in 3-5 and 3-6, within fourteen (14) Working Days of Intent to Award, the Department may cause the Contractor to forfeit the Proposal Guaranty to the Department not as a penalty but as liquidation of damages sustained. The Department may then award the Contract to the next lowest responsive, responsible Bidder, re-advertise, or accomplish the Work using alternate resources.

3-8 Audit of Contractor's Records DELETE AND INSERT THE FOLLOWING:

Upon execution of the Contract, the Department reserves the right to conduct an audit of the Contractor's records pertaining to the project. The Department or its representatives may conduct an audit, or audits, at any time prior to final payment, or thereafter pursuant to 5-13. The Department may also require submittal of the records from either the Contractor or any subcontractor or material supplier. As the Department deems necessary, records include all books of account, supporting documents, and papers pertaining to the cost of performance of the Work. Retain all records pertaining to the Contract for a period of not less than four years from the date of the Engineer's final acceptance of the project, unless a longer minimum period is otherwise specified. Upon request, make all such records available to the Department or its representative(s). For the purpose of this Article, records include but are not limited to all books of account, supporting documents, and papers that the Department deems necessary to ensure compliance with the provisions of the Contract Documents. If the Contractor fails to comply with these requirements, the Department may disqualify or suspend the Contractor from bidding on or working as a subcontractor on future Contracts. Ensure that the subcontractors provide access to their records pertaining to the project upon request by the Department. Comply with Section 20.055(5), Florida Statutes, and incorporate in all subcontracts the obligation to comply with Section 20.055(5), Florida Statutes.

END OF SECTION

SECTION 4
SCOPE OF THE WORK

4-1 Intent of Contract DELETE AND INSERT THE FOLLOWING:

The intent of the Contract is to provide for the construction and completion in every detail of the Work described in the Contract. Furnish all labor, Materials, Equipment, tools, transportation and supplies required to complete the Work in accordance with the Contract Documents.

All of the Work involved in this project shall conform to the construction Plans and Specifications and shall be completed in a workmanlike manner. All debris is to be removed within the time specified in the Contract.

4-3 Alteration of Plans or of Character of Work

4-3.1 General DELETE AND INSERT THE FOLLOWING:

The Engineer reserves the right to make, at any time prior to or during the progress of the Work, such increases or decreases in quantities and such alterations in the details of construction as may be found necessary or desirable by the Engineer. Such increases; decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Contract Bond. The Contractor agrees to perform the Work, as altered, the same as if it had been a part of the original Contract.

4-3.9 Cost Savings Initiative Proposal DELETE IN ITS ENTIRETY.

4-4 Unforeseeable Work DELETE AND INSERT THE FOLLOWING:

When the Department requires Work that is not covered by a price in the Contract, and the Department finds that such Work is essential to the satisfactory completion of the Contract within its intended scope, the Department will make an adjustment to the Contract. The Engineer will determine the basis of payment for such an adjustment in a fair and equitable amount.

END OF SECTION

SECTION 5
CONTROL OF THE WORK

5-1 Plans and Working Drawings

5-1.1 Contract Documents DELETE AND INSERT THE FOLLOWING:

The Contractor will be furnished five (5) copies of the Plans and Specifications at the Pre-Construction Meeting. Additional copies may be purchased from the Department, at a total cost of **$20** per set of Plans and Contract Documents.

The Contractor shall have Contract Documents available on the job site at all times.

5-1.4.5 Submittal Paths and Copies

5-2 Coordination of Contract Documents DELETE AND INSERT THE FOLLOWING:

These Specifications, the Plans, Special Provisions, and all supplementary documents are integral parts of the Contract; a requirement occurring in one is as binding as though occurring in all. All parts of the Contract are complementary and describe and provide for a complete Work.

When not stipulated as being covered under other pay items, pay items will include:

- the Work and Materials specified in the Specifications
- additional, incidental Work, not specifically mentioned,
    - when so shown in the Plans
    - if indicated, or obvious and apparent, as being necessary for the proper completion of the Work

In cases of discrepancy, the governing order of the documents is as follows:

1. Proposal (i.e. pay items, Bid items)
2. Special Provisions
3. Technical Special Provisions
4. Plans

5. Design Standards
6. Supplemental Specifications
7. General Provisions
8. Standard Specifications

Computed dimensions govern over scaled dimensions.

5-7 Engineering and Layout

5-7.1 Control Points Furnished by the Department ADD THE FOLLOWING AT THE END OF THIS ARTICLE:

Should reference points or benchmarks fall within construction limits, the Contractor shall notify the Engineer for survey coordination, and establish new reference points or benchmarks in locations that will not be affected by the construction and preserved upon completion of construction.

The Contractor shall have a licensed surveyor verify the accuracy of the survey data prior to proceeding with Work.

5-7.3 Layout of Work DELETE AND INSERT THE FOLLOWING:

Utilizing the control points furnished by the Department in accordance with 5-7.1, the Contractor shall have a licensed surveyor verify the accuracy of the survey data prior to proceeding with Work, and establish all horizontal and vertical controls necessary to construct the Work in conformity to the Contract Documents. Perform all calculations required, and set all stakes needed such as grade stakes, offset stakes, reference point stakes, slope stakes, and other reference marks or points necessary to provide lines and grades for construction of all Roadway, Bridge, and miscellaneous items.

When performing utility construction as part of the project, establish all horizontal and vertical controls necessary to carry out such Work.

5-10-Inspections

5-10.2 Inspection for Acceptance DELETE AND INSERT THE FOLLOWING:

Upon notification that all Contract Work, or all Contract Work on the portion of the Contract scheduled for acceptance, has been completed, the Engineer will make an inspection for acceptance. The inspection will be made within seven days of the notification. If the Engineer finds that all Work has been satisfactorily completed, the Department will consider such inspection as the final inspection. If any or all of the Work is found to be unsatisfactory, the Engineer will detail in writing the remedial Work required to achieve acceptance. The Contract Time shall be suspended to allow the Contractor time to complete the remedial Work in accordance with the following schedule; with the suspension commencing upon the date of the written notification by the Department:

Contract Amount	Contract Time Suspension
≤$5,000,000	30 Days
>$5,000,000≤$10,000,000	45 Days
>$10,000,000	60 Days

If all Work is not completed by the Contractor and accepted by the Engineer during the Contract Time Suspension, the Contract Time shall resume and, after any remaining Contract Time is expended, Liquidated Damages shall be assessed until all Work is accepted by the Engineer.

Upon satisfactory completion of the Work, the Department will provide written notice of acceptance, either partial or final, to the Contractor.

Until final acceptance in accordance with 5-11, replace or repair any damage to the accepted Work at no additional cost to the Department and as provided in 7-14.

5-12 Claims by Contractor

5-12.2 Notice of Claim

5-12.2.1 Claims for Extra Work DELETE IN ITS ENTIRETY

5-12.3 Content of Written Claim DELETE ITEM (5) IN ITS ENTIRETY

5-12.5 Pre-Settlement and Pre-Judgment Interest DELETE IN ITS ENTIRETY

5-12.6 Compensation for Extra Work or Delay DELETE IN ITS ENTIRETY
END OF SECTION

SECTION 6
CONTROL OF MATERIALS

6-1 Acceptance Criteria

ADD THE FOLLOWING SUB ARTICLE:
6-1.2.5

All Materials that are subjected to tests by samples or otherwise, shall be compensated for as follows:

(a) All tests made that indicate failures to meet the design criteria shall be paid for by the Contractor.

(b) All tests made that indicate passing of the design criteria and approved as such by the Engineer, shall be paid for by the Owner or Palm Beach County.

6-5.2 Source of Supply-Steel REPLACE TITLE OF ARTICLE WITH THE FOLLOWING:

Source of Supply-Steel (For Federal Aid Contracts only)

6-6 Warranty INSERT NEW SUB-ARTICLE 6-6 "WARRANTY" AT THE END OF SECTION 6:

The Contractor warrants to the Owner and Engineer that all Materials and Equipment furnished under this Contract will be new unless otherwise specified and that all Work will be of good quality, free from faults and defects and in conformance with Contract Documents. All Work not so conforming to these requirements may be considered defective. If required by the Engineer, the Contractor shall furnish satisfactory evidence as to the kind and quality of Materials and Equipment. All Work shall be warranted and guaranteed unconditionally for a period of one (1) year after the letter of final acceptance.

END OF SECTION

SECTION 7
LEGAL REQUIREMENTS
AND RESPONSIBILITY TO THE PUBLIC

7-1.9 Florida Minority Business Loan Mobilization Program DELETE IN ITS ENTIRETY.

7-2 Permits and Licenses

7-2.1 General DELETE AND INSERT THE FOLLOWING:

Except for permits procured by the Department, if any, procure all permits and licenses, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the Work.

It shall be the Contractor's responsibility to become familiar with all local governmental codes, ordinances, and laws governing, associated with, or pertaining to the prosecution and completion of the Work. Any costs involved in procuring permits and licenses, complying with local codes, ordinances or laws, or giving notices shall be incidental to the project and paid by the contractor.

The Department will also acquire any modifications or revisions to an original permit when the Contractor requires such modifications or revisions to complete the construction operations specified in the Plans or Special Provisions and within the Right-of-Way limits.

Acquire all permits for Work performed outside the Right-of-Way or easements for the project. Acquire permits required by municipality or public agency, including but not limited to tree removal and dewatering permits. The permitting time shall be included in the Proposal and Work progress schedule. The Contractor shall also be responsible for completing appropriate certifications by a Professional Engineer, certified in the State of Florida, as outlined on PER-1.

In carrying out the Work in the Contract, when under the jurisdiction of any environmental regulatory agency, comply with all regulations issued by such agencies and with all general, special, and particular conditions relating to construction activities of all permits issued to the Department as though such conditions were issued to the Contractor. Post all permit placards in a protected location at the worksite.

In case of a discrepancy between any permit condition and other Contract Documents, the more stringent condition shall prevail.

7-11.3 Contractors' Use of Streets and Roads

7-11.3.2 On the State Highway System DELETE AND INSERT THE FOLLOWING:

When hauling Materials or Equipment to the project over roads and bridges on the State Highway System and such use causes damage, immediately, at no expense to the Department, repair such Road or Bridge to as good a condition as before the hauling began.

7-11.5 Utilities.

7-11.5.1 Arrangements for Protection or Adjustment DELETE AND INSERT THE FOLLOWING:

Unless otherwise specified, all references to utility Work, conflicts, relocation, coordination, adjustments, permits, utility pay items, and similar references shall be considered separate and distinct from Roadway and Bridge items and shall pertain to all utilities including Palm Beach County Water Utilities Department (PBCWUD) and Palm Beach County Traffic Division. The Contractor shall be responsible to be familiar with and assure that all utility related Work be performed in accordance with each respective utility department's minimum engineering and construction standards.

Sufficient time has been allotted in the Contract time for the Contractor to coordinate the installation and relocation, if necessary, of all utilities.

The Contractor shall be responsible to ascertain the exact location of all utilities prior to construction regardless of information which may be indicated on the drawings. Utilities shall be located and marked in the field.

The Contractor shall be responsible to verify if "other" utilities (not shown in the Plans) exist within the area of construction. Should there be utility conflicts, the Contractor shall inform the Engineer and notify the respective utility owners to resolve utility conflicts and utility adjustments, as required.

The Contractor shall plan his Work and conduct his construction operations in cooperation with the various utility companies. The Contractor shall use extreme caution where construction is performed in proximity to utilities, and the Engineer and the respective utility owner shall be notified when any Work may conflict with the utilities.

The Contractor shall make all necessary arrangements with the Utility Companies concerned for the maintenance of their lines during the construction period. In the event that complete relocation of utilities has not been accomplished prior to the effective date of the "Notice to Proceed", the Contractor nevertheless shall commence to Work under this Contract and schedule his Work to avoid interference with the utility relocation Work. The Department will not be liable for any damage to any utilities due to any action by the Contractor.

7-12 Responsibility for Damages, Claims, etc.

7-12.1 Contractor to Provide Indemnification DELETE AND INSERT THE FOLLOWING:

The Contractor shall protect, indemnify, defend, reimburse, save, and hold harmless the Department and all of its officers, agents, and employees from and against all suits, actions, claims, demands, liability, expense, loss, cost or causes of action of any kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising out of, because of, during, or due to the acts or omissions commission of the Contractor, its officers, agents, or employees or as a result of their performance of the terms of the Contract. In the performance of the Contract, neither the contractor/consultant, nor any of its officers, agents, or employees will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the Department or any of its officers, agents, or employees.

The Contractor shall include the provision in any and all agreements with subcontractors executed in connection with this Contract.

Unless otherwise noted herein, no provision of this Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Contract, including but not limited to any citizen or employees of the Contractor.

7-13 Insurance DELETE AND INSERT THE FOLLOWING:

7-13.1 General

Unless otherwise specified in this Contract, or approved by the Department, the Contractor shall, at its sole expense, maintain in full force and effect at all times during the Contract and the performance of Work, including the warranty period, insurance coverage with limits, including endorsements, not less than those set forth in the Insurance Coverage and Limit Table below and with insurers and under forms of policies acceptable to the Department. Contractor shall furnish to the Department Certificate(s) of insurance evidencing that such policies are in full force and effect, not later than fourteen (14) Calendar Days of the date of the letter of Intent to Award, but in any event, prior to execution of the Contract by the Department and prior to commencement of Work. Such certificate(s) shall adhere in every respect to the conditions set forth herein.

The requirements contained herein as to types and limits, as well as the Department's approval of insurance coverage to be maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under the Contract.

7-13.1.1 Commercial General Liability Insurance

Furnish and maintain a standard Insurance Service Office (ISO) version Commercial General Liability policy form, or its equivalent providing coverage for, but not be limited to, Bodily Injury and Property Damage, Premises/Operations, Personal Injury, Products/Completed Operations, Independent Contractors, Contractual Liability, Broad Form Property Damage, X-C-U (X = Explosion; C = Collapse; U = Underground) Coverages (if applicable), Severability of Interest including Cross Liability, and be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

7-13.1.2 Business Automobile Liability Insurance

Furnish and maintain a standard ISO version Business Automobile Liability coverage form, or its equivalent, providing coverage for all owned, non-owned and hired automobiles, and in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis. Notwithstanding the foregoing, should the Contractor not own any automobiles, the business auto liability requirement shall be amended to allow the Contractor to agree to maintain only Hired & Non-Owned Auto Liability. This amended coverage requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto Coverage form.

7-13.1.3 Workers' Compensation and Employer's Liability Insurance

Furnish and maintain Workers' Compensation Insurance and Employer's Liability, including Federal Act endorsement for U.S. Longshore and Harbor Workers' Compensation Act when any Work is on or contiguous to navigable bodies of U.S. waterways and ways adjoining, covering all of its employees on the Work site. This coverage shall be in accordance with all of the limits, terms and conditions set forth herein. Exemptions for a Contractor in or doing Work in the Construction Industry, or proof of Workers' Compensation coverage provided by an employee leasing arrangement shall not satisfy this requirement.

If any Work is sublet Contractor shall require all subcontractors to similarly comply with this requirement unless such subcontractors' employees are covered by Contractor's Workers' Compensation insurance policy. Contractor agrees this coverage shall be provided on a primary basis. Contractor shall defend, indemnify and save the Department harmless from any damages resulting to them for failure of Contractor to take out or maintain such insurance.

7-13.1.4 Additional Required Insurance

Furnish and maintain the following additional required insurance coverages with respect to any Work involving property, operations, or type of Equipment for which each insurance coverage described below has been designed specifically to provide coverage for when Work involves.

7-13.1.4.1 Railroad Protective Liability Insurance

With respect to any of the Work involving construction of a railroad grade crossing, overpass or underpass structure, or a railroad crossing signal installation, or any other Work or operations by the Contractor within the limits of the railroad right of way, including any encroachments thereon from Work or operations within the vicinity of the railroad right of way the Contractor shall furnish to the Department for transmittal to the railroad company, an original insurance policy which, with respect to the operations the Contractor or any of its subcontractors perform, will provide for and in behalf of the railroad company, Railroad Protective Liability Coverage. Coverage shall be in accordance with all of the limits, terms and conditions set forth herein and conform with the requirements of the U.S. Department of Transportation, Federal Highway Administration, Federal-Aid Program Manual, Volume 6, Chapter 6, Section 2, Subsection 2, Transmittal 350, dated October 1, 1982, and any supplements or revisions. Contractor agrees this coverage shall be provided on a primary basis.

7-13.1.4.2 Watercraft Liability Insurance

With respect to any of the Work hereunder involving watercraft owned, hired, or borrowed, the Contractor shall furnish and maintain Protection and Indemnity, or similar Watercraft Liability. Coverage shall be included either by way of endorsement under the Commercial General Liability or by separate watercraft liability insurance and be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

7-13.1.4.3 Aircraft Liability Insurance

With respect to any of the Work involving including fixed wing or helicopter aircraft, aircraft owned, hired, or borrowed, including the Contractor shall furnish and maintain Aircraft Liability. Passenger Liability shall be included when persons other than the pilot and crew are occupying the aircraft. Coverage shall be in accordance with all of the limits, terms and conditions set forth herein. Contractor agrees this coverage shall be provided on a primary basis.

7-13.2 Utility Owners Protective Liability Insurance

When the Work under the Contract involves the installation of attachments to joint-use utility poles, the Contractor shall furnish evidence to the Department that, with respect to the operations the Contractor performs, his Commercial General Liability is endorsed with a Broad Form Contractual Endorsement covering the below indemnification or the Department and Utility Company are to be an Additional Named Insured on the policy.

The Contractor hereby agrees to indemnify, defend, save and hold harmless the Department and any owner of Equipment attached to or supported by a jointly used pole from all claims, liabilities and suits whether or not due to or caused by negligence of the Department or joint pole Equipment owners for bodily injury or death to person(s) or damage to property resulting in connection with the performance of the described Work by Contractor, its subcontractors, agents or employees.

7-13.3 Satisfying Limits Under an Umbrella Policy

If necessary, the Contractor may satisfy the minimum limits required above for either Commercial General Liability, Business Auto Liability, and Employer's Liability coverage under an Umbrella or Excess Liability. The underlying limits may be set at the minimum amounts required by the Umbrella or Excess Liability provided the combined limits meet at least the minimum limit for each required policy. The Umbrella or Excess Liability shall have an Annual Aggregate at a limit not less than two (2) times the highest per occurrence minimum limit required above for any of the required coverages. The Department and any other applicable entities shall be specifically endorsed as an "Additional Insured" on the Umbrella or Excess Liability, unless the Umbrella or Excess Liability provides continuous coverage to the underlying policies on a complete Follow-Form basis without exceptions and stated as such on the Certificate of Insurance.

7-13.4 Additional Insured

The Contractor agrees to endorse the Department and any other required entity as an Additional Insured on each insurance policy required to be maintained by the Contractor, except for Workers' Compensation and Business Auto Liability. The CG 2026 Additional Insured - Designated Person or Organization endorsement, or its equivalent, shall be endorsed to the Commercial General Liability. Other policies, when required, such as for watercraft, aircraft, and utility owners protective, shall provide a standard Additional Insured endorsement offered by the insurer providing coverage with respect to liability arising out of the operations of the Contractor. The endorsement shall read "Palm Beach County Board of County Commissioners". The Contractor shall agree that the Additional Insured endorsements provide coverage on a primary basis. Endorsement shall be in accordance with all of the limits, terms and conditions set forth herein.

7-13.5 Additional Requirements

7-13.5.1 Waiver of Subrogation

The Contractor agrees, by entering into this Contract, to a Waiver of Subrogation for each required policy providing coverage during the Contract. When required by the insurer or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the Contractor shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the insured enter into such an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

7-13.5.2 Right to Review & Adjust

The Contractor shall agree, notwithstanding the foregoing, that the Department, by and through its Risk Management Department, in cooperation with the Department, reserves the right to periodically review, reject or accept all required policies of insurance, including limits, coverages, or endorsements, hereunder from time to time throughout the life of this Contract. Furthermore,

the Department reserves the right to review and reject any insurer providing coverage because of poor financial condition or because it is not operating legally. In such event, the Department shall provide Contractor written notice of such adjusted limits and Contractor shall agree to comply within thirty (30) days of receipt thereof and to be responsible for any premium revisions as a result of any such reasonable adjustment.

7-13.5.3 No Representation of Coverage Adequacy

The coverages and limits identified in the table have been determined to protect primarily interests of the Department only, and the Contractor agrees in no way should the coverages and limits in the table be relied upon when assessing the extent or determining appropriate types and limits of coverage to protect the Contractor against any loss exposures, whether as a result of the construction project or otherwise.

7-13.5.4 Certificate of Insurance

Certificates of Insurance must provide clear evidence that Contractor's Insurance Policies contain the minimum limits of coverage, cancellation notice, and terms and conditions set forth herein.

In the event the Department is notified that a required insurance coverage will be cancelled or non-renewed during the period of this Contract, the Contractor shall furnish prior to the expiration of such insurance, an additional certificate of insurance as proof that equal and like coverage for the balance of the period of the Contract and any extension thereof is in effect. Contractor shall not continue to Work pursuant to this Contract unless all required insurance remains in effect.

The Department shall have the right, but not the obligation, of prohibiting Contractor or any subcontractor from entering the project site until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and accepted by the Department.

The Department Reserves The Right To Withhold Payment, But Not The Obligation, To Contractor Until Coverage Is Reinstated. If The Contractor Fails To Maintain The Insurance As Set Forth Herein, The Department Shall Have The Right, But Not The Obligation, To Purchase Said Insurance At Contractor's Expense.

7-13.5.4.1 Additional Requirements for Certificates of Insurance

1. Shall clearly identify Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured for all required insurance coverages, except Workers' Compensation and Business Auto Liability.

2. Shall clearly indicate project name and project number to which it applies.

3. Shall clearly indicate a notification requirement in the event of cancellation or non-renewal of

coverage.

2. Evidence of renewal coverage or reinstatement of cancelled coverage must be provided in advance of any policy that may expire during the term of this Contract. Failure to provide such certificate shall result in automatic stoppage of the Work until such time as the renewal certificate is supplied.

3. Within forty-eight (48) hours of a request by the Department, and subsequently, prior to expiration of any of the required coverage throughout the term of this Contract, the Contractor shall deliver to the Department at the address below, unless otherwise directed by the Department, a signed Certificate(s) of Insurance, evidencing that all types and amounts of insurance coverage required by this Contract have been obtained and are in full force and effect. Said Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) days' endeavor to notify due to cancellation (10 days for nonpayment of premium) or non-renewal of coverage. The Certificate Holder shall read:

Palm Beach County Board of County Commissioners
c/o Engineering Department / Roadway Production Division
2300 N. Jog Road
Third Floor, West Wing
West Palm Beach, FL 33411

4. The Certificates of Insurance must be completed in the original and signed and returned to the Department along with Contracts and Sureties.

7-13.5.5 Deductibles, Coinsurance Penalties, & Self-Insured Retention

The Contractor shall be fully and solely responsible for any costs or expenses as a result of a coverage deductible, coinsurance penalty, or self-insured retention; including any loss not covered because of the operation of such deductible, coinsurance penalty, or self-insured retention.

7-13.5.6 Subcontractor's Insurance

The Contractor shall agree to cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein, unless the Contractor's insurance provides coverage on behalf of the subcontractor. When requested by the Department, the Contractor shall agree to obtain and furnish copies of certificates of insurance evidencing coverage for each subcontractor.

7-13.5.7 Insurance Coverage and Limit Table

The Contractor shall agree to maintain the coverage, endorsements, and limits of liability in accordance with and set forth by the Insurance Coverage & Limit Table as follows:

GENERAL PROVISIONS

INSURANCE COVERAGE & LIMIT TABLE		
TYPE OF COVERAGE	**CONTRACTS LESS THAN $500,000**	**CONTRACTS $500,000 OR MORE**
COMMERCIAL GENERAL LIABILITY:		
Limit of Liability not less than:	$500,000 per occurrence	$1,000,000 per occurrence
Additional Insured endorsement required:		
General Aggregate Limit must apply Per Project	Yes	Yes
COMPREHENSIVE AUTO LIABILITY:		
Limit of Liability not less than:	$500,000 per occurrence	$1,000,000 per occurrence
WORKERS' COMPENSATION & EMPLOYER'S LIABILITY:		
Coverage not less than:	Statutory	
Employer's Liability Limits not less than:	$100,000/500,000/100,000	
WATERCRAFT LIABILITY:		
Limit of Liability not less than:	$1,000,000 per occurrence	
Additional Insured endorsement required:	Yes	
AIRCRAFT LIABILITY:		
Limit of Liability not less than:	$5,000,000 per occurrence	
When used to carry passengers (excluding aircrafts crew) coverage for Passenger Liability not less than:	$1,000,000 per passenger	
Additional Insured endorsement required:	Yes	
RAILROAD PROTECTIVE LIABILITY:		
Limit of Liability not less than:	$2,000,000 per occurrence $6,000,000 aggregate	
Additional Insured endorsement required:		
General Aggregate Limit must apply Per Project	Yes	
UTILITY OWNERS PROTECTIVE LIABILITY:		
Limit of Liability not less than:	$1,000,000 per occurrence	
Additional Insured endorsement required:	Yes	

7-14 Contractor's Responsibility for Work ADD THE FOLLOWING AT THE END OF THIS ARTICLE:

In addition to the above, the Contractor will not be held responsible for damage to any landscape items caused by an officially declared hurricane which occurs after the final acceptance of the entire Work (as specified in 580), but during any remaining portion of the 90-day establishment period.

7-16 Wage Rates for Federal-Aid Projects DELETE AND INSERT THE FOLLOWING:

For all projects that include Federal-aid participation, the Contract Documents contain requirements with regard to payment of predetermined minimum wages. Predetermined Wage Rate Decisions (U.S. Department of Labor provided Wage Rate Tables) exist for Heavy, Highway, and Building Construction Projects.

END OF SECTION

SECTION 8
PROSECUTION AND PROGRESS

8-3 Prosecution of Work

8-3.2 Submission of Working Schedule DELETE AND INSERT THE FOLLOWING:

Provide a schedule that shows the various activities of Work in sufficient detail to demonstrate a reasonable and workable plan to complete the project within the Contract Time. Show the order and interdependence of activities and the sequence for accomplishing the Work. Describe all activities in sufficient detail so that the Engineer can readily identify the Work and measure the progress on each activity. Show each activity with a beginning Work date, a duration, and a monetary value. Include activities for procurement fabrication, and deliver of Materials, plant, and Equipment, and review time for shop drawings and submittals. Include milestone activities when milestones are required by the Contract Documents. In a project with more than one phase, adequately identify each phase and its completion date, and do not allow activities to span more than one phase.

The Engineer will return inadequate schedules to the Contractor for corrections. Resubmit a corrected schedule within 15 Calendar Days from the date of the Engineer's return transmittal.

Submit an updated Work Progress Schedule, for Engineer's acceptance, if there is a significant change in the planned order or duration of an activity. The Engineer will review the updated schedule and respond within 7 Calendar Days of receipt.

By acceptance of the schedule, the Engineer does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities. The Engineer will use the accepted schedule as the baseline against which to measure the progress.

If the Contractor fails to submit either the corrected or an updated schedule in the time specified, the Engineer will withhold all Contract payments until the Engineer accepts the schedule.

8-3.3 Beginning Work DELETE AND INSERT THE FOLLOWING:

Notify the Engineer not less than five days in advance of the planned start day of work. Upon the receipt of such notice, the Engineer may give the Contractor Notice to Proceed and may designate the point or points to start the work. In the Notice to Proceed, the Engineer may waive the five day advance notice and authorize the Contractor to begin immediately. Notify the Engineer in writing at least two days in advance of the starting date of important features of the work. Do not commence work under the Contract until after the Department has issued the Notice to Proceed. The Department will issue the Notice to Proceed within 120 calendar days, excluding Saturdays, Sundays and Holidays, after execution of the Contract, unless otherwise mutually agreed by the Contractor and the Department.

8-3.5 Preconstruction Conference DELETE AND INSERT THE FOLLOWING:

After the award of Contract and prior to issuance of the Notice to Proceed a Pre-Construction Conference will be held between the Contractor, representative of the County Engineer's Office, representative of other municipalities concerned, utility companies, other Contractors affected by the Work and any other persons designated by the County Engineer's Office to have a material interest in the Work. The time and place of this conference will be set by the County Engineer's Office. The Contractor shall bring with him to this conference a copy of his proposed Work schedule for the job.

8-6 Temporary Suspension of Contractor's Operations

8-6.1 Authority to Suspend Contractor's Operations ADD THE FOLLOWING TO THE END OF THIS ARTICLE:

In particular, the Engineer reserves the right to suspend Work on the project from December 15th to December 23, inclusive. The Engineer will give a minimum of thirty (30) Calendar Days notice of suspension. Prior to carrying out any Work on the project during the period of suspension, the Contractor shall obtain written approval from the Engineer.

8-6.1.1 State of Emergency DELETE AND INSERT THE FOLLOWING:

The Engineer has the authority to suspend the Contractor's operations, wholly or in part, pursuant to a Governor's Declaration of a State of Emergency. The Engineer will order such suspension in writing, giving in detail the reasons for the suspension. Contract Time will be charged during all suspensions of Contractor's operations. The Department, at its sole discretion, may grant an extension of Contract Time and reimburse the Contractor for specific costs associated with such suspension.

8-6.4 Suspension of Contractor's Operations-Holidays DELETE AND INSERT THE FOLLOWING:

Unless the Contractor submits a written request to Work on a Holiday at least ten Calendar Days in advance of the requested date and receives written approval from the Engineer, the Contractor shall not Work on the following days: Martin Luther King, Jr. Day; Memorial Day; the Saturday and Sunday immediately preceding Memorial Day; Independence Day; Labor Day; the Friday, Saturday, and Sunday immediately preceding Labor Day; Veterans Day; Thanksgiving Day; the Friday, Saturday and Sunday immediately following Thanksgiving Day; and December 24 through January 2, inclusive.

Contract Time will be charged during these Holiday periods regardless of whether the Contractor's operations have been suspended. Contract Time will be adjusted in accordance with 8-7.3.2. The Contractor is not entitled to any additional compensation beyond any allowed Contract Time adjustment for suspension of operations during such Holiday periods.

The Contractor will be allowed additional Contract Time for each Working Day included in the Engineer directed suspension of Work between December 15th and December 23rd.During such suspensions, remove all Equipment and Materials from the clear zone, except those required for the safety of the traveling public and retain sufficient personnel at the job site to properly meet the requirements of Sections 102 and 104. The Contractor is not entitled to any additional compensation for removal of Equipment from clear zones or for compliance with Section 102 and Section 104 during such Holiday periods.

8-7 Computation of Contract Time

8-7.2 Date of Beginning of Contract Time DELETE AND INSERT THE FOLLOWING:

The date on which Contract Time begins is the date stated in the Notice to Proceed.

8-8 Failure of Contractor to Maintain Satisfactory Progress

8-8.1 General: Pursue the Work to Completion DELETE AND INSERT THE FOLLOWING:

Satisfactory progress is an essential element of the Contract and, as Delay in the prosecution of the Work will inconvenience the public, obstruct traffic, and interfere with business, it is important that the Work be pressed vigorously to completion. Moreover, the cost to the Department for the administration of the Contract, including engineering, inspection, and supervision, will be increased as the construction period is lengthened.

8-8.2 Regulations Governing Suspension for Delinquency DELETE AND INSERT THE FOLLOWING:

(a) A Contractor may be declared delinquent because of unsatisfactory progress on a Contract with the Department, when the Contract Time allowed has not been entirely consumed, but the Contractor's progress at any check period does not meet at least one of the following two tests:

(1) The percentage of dollar value of completed Work with respect to the total amount of the Contract is within ten percentage points of the percentage of Contract Time elapsed.

(2) The percentage of dollar value of completed Work is within ten percentage points of the dollar value which should have been performed according to the Contractor's own progress schedule previously approved by the Engineer.

In lieu of the ten percentage points stated in the two preceding paragraphs, twenty (20) percentage points may be allowed for a Contractor who, in the opinion of the Engineer, has adequate organization, Equipment, and financial resources to undertake other contract or subcontract Work without conflict or Delay in prosecuting Work under existing contracts let by the Department.

(b) A Contractor will be declared delinquent because of unsatisfactory progress on the Contract with the Department, under either of the following circumstances:

(1) The Contract Time allowed has been consumed and the Work has not been completed.

(2) The Contract Time allowed has not been entirely consumed the Contractor's progress at any check period does not meet either of the two tests described under the paragraphs headed (a) above (c).

A Contractor declared delinquent under the provisions of 8-8 will be disqualified from further bidding and also will not be approved as a subcontractor so long as the delinquent status exists. Also, any individual, firm, partnership or corporation, affiliated with a delinquent Contractor for either personnel, Equipment or finances, shall likewise be disqualified.

(c) The Contractor may appeal in writing to the Department for relief from disqualification status. The Department will act upon any appeal within thirty (30) Calendar Days after the filing thereof, and will promptly notify the appellant of the action taken.

(d) A Contractor disqualified under the requirements of this Article will be removed from such status upon receipt of evidence from the Construction Coordination Division that his progress is no longer delinquent, provided the Contract Time has not elapsed.

(e) The principal progress check period will occur monthly, upon the Department's receipt of the Contractor's monthly estimates. Postings will generally be completed by the first week of each month, and preliminary notices of delinquency will be sent to the Contractor immediately thereafter, and confirmed by certified mail.

(f) No Contractor given such a preliminary notice of delinquency will be finally declared delinquent until a period of ten Calendar Days after the preliminary notice has elapsed. During this ten-day period, the Contractor may request and provide support for any extensions of time, or other considerations which would affect the delinquency.

(g) Final notification of delinquency will be made and verified by certified mail after the expiration of this ten-day period, provided no extensions of time or other considerations are deemed proper by the County Engineer, and provided the delinquency status has not been corrected.

(h) The Engineer may grant extensions of time during the prosecution of the Work, as allowed under the Contract, regardless of the Contractor's delinquency status.

8-9 Default and Termination of Contract

8-9.2 Termination of Contract for Convenience DELETE AND INSERT THE FOLLOWING:

The Department may, at its option, terminate the Contract, in whole or in part at any time by written notice thereof to Contractor, whether or not Contractor is in default. Upon such notice, Contractor hereby waives any claims for damages from the optional termination, including loss of anticipated profits on account thereof. As the sole right and remedy of Contractor, the Department shall pay Contractor in accordance with Subparagraphs below, provided, however, that those provisions of the Contract which by their very nature survive final acceptance under the Contract shall remain in full force and effect after such termination.

A. Upon receipt of any such notice, Contractor and its Surety shall, unless the notice requires otherwise:

1. Immediately discontinue Work on the date and to the extent specified in the notice;

2. Place no further orders or subcontracts for Materials, services, or facilities, other than may be necessary or required for completion of such portion of Work under the Contract that is not terminated;

3. Promptly make every reasonable effort to obtain cancellation upon terms satisfactory to Department of all orders and subcontracts to the extent they relate to the performance of Work terminated or assign to the Department those orders and subcontracts and revoke agreements specified in such notice;

4. The Contractor agrees to assign all subcontracts required for performance of this Contract to the Department;

5. The Contractor shall include in all subcontracts, Equipment leases and purchase order, a provision requiring the subcontractor, Equipment lessor or supplier, to consent to the assignment of their subcontract to the Department;

6. Assist the Department, as specifically requested in writing, in the maintenance, protection and disposition of property acquired by the Department under the Contract; and

7. Complete performance of any work which is not terminated.

B. Upon any such termination, the Department will pay to Contractor an amount determined in accordance with the following (without duplication of any item):

1. All amounts due and not previously paid to Contractor for Work completed in accordance with the Contract prior to such notice, and for Work thereafter completed as specified in such notice.

2. The reasonable cost of settling and paying claims arising out of the termination of Work under subcontracts or orders as provided in Subparagraph A.3. above.

3. The verifiable costs incurred pursuant to Subparagraph A.5. above.

4. Any other reasonable costs which can be verified to be incidental to such termination of Work.

The foregoing amounts will include a reasonable sum, under all of the circumstances, as profit for all Work satisfactorily performed by Contractor.

Contractor shall submit within 30 days after receipt of notice of termination, a proposal for an adjustment to the Contract price including all incurred costs described herein.

The Department shall review, analyze, and verify such proposal, and negotiate an equitable adjustment, and the Contract shall be amended in writing accordingly.

8-10 Liquidated Damages for Failure to Complete the Work

8-10.2.1 Amounts Reasonable/No Penalty ADD THE FOLLOWING SUB-ARTICLE:

The Contractor hereby agrees and affirms that the amounts specified in this section reflect a fair compensable value for damages suffered by Department as a result of Contractor's Delay, and that said amounts are not a penalty nor will ever be contested as reflecting the imposition of a penalty against Contractor.

END OF SECTION

SECTION 9
MEASUREMENT AND PAYMENT

9-2 Scope of Payments

9-2.1.1 Fuels DELETE AND INSERT THE FOLLOWING:

The Department will make no price adjustments for fuels.

9-2.1.2 Bituminous Material DELETE AND INSERT THE FOLLOWING:

Department will adjust the Bid unit price for bituminous material, excluding cutback and emulsified asphalt to reflect increases or decreases in the Asphalt Price Index (API) of bituminous material from that in effect during the month in which Bids were received.

Bituminous adjustments will be made only when the current API (CAPI) varies by more than 5% of the API prevailing in the month when Bids were received (BAPI), and then only on the portion that exceeds 5%.

The Department will determine the API for each month by averaging quotations in effect on the first day of the month at all terminals that could reasonably be expected to furnish bituminous material to projects in the State of Florida.

The API will be available on the Construction Office website before the 15th of each month at the following URL: **http://www.dot.state.fl.us/construction/fuel&bit/Fuel&Bit.shtm**

Refer to the "Liquid Asphalt Calculation" table provided in the Special Provisions of these documents.

9-3 Compensation for Altered Quantities

9-3.1 General ADD THE FOLLOWING TO THE END OF THIS ARTICLE:

The Contractor is advised that all items may be increased, decreased or deleted from the Contract, as directed by the Engineer. Whenever change or combination of changes in the Plans results in total elimination or substitution of any item included in the original Contract quantities, no allowance will be made for any loss of anticipated profits because of these changes, decreases or deletions of items.

The Contractor's attention is called to the fact that the quotations for the various items of Work are intended to establish a total price for completing the Work in its entirety. The unit prices for the items of Work shall include the cost of all labor, Materials, Equipment, transportation, fuel and all other items incidental to or necessary for the completion of the item of Work.

Should the Contractor feel that the cost for any item of Work has not been established by the Bid Form or Basis of Payment, he shall include the cost for that Work in some other applicable Bid item, so that his Proposal for the project does reflect his total price for completing the Work in its entirety.

9-3.2.1 Error in Plan Quantity DELETE IN ITS ENTIRETY

9-5 Partial Payments

9-5.1 General DELETE AND INSERT THE FOLLOWING:

The Contractor will receive partial payments on monthly estimates, based on the amount of Work done or completed (including delivery of certain Materials, as specified herein below). The monthly payments shall be approximate only, and all partial estimates and payments shall be subject to correction in the subsequent estimates and the final estimate and payment.

The amount of such payments shall be the total value of the Work done to the date of the estimate, based on the quantities and the unit prices for all Work performed, less an amount retained and less payments previously made. The amount retained shall be 5% of the value of Work completed. This retainage may be reduced to 2.5% of Contract amount at the discretion of the Department Engineer when said project exceeds 95% of the Contract amount.

The amount retained on water and sewer construction and adjustments included in the Contract shall be 5% of the monthly estimates until the Work is approved by the permitting agency. The retainage after approval/acceptance by the agency shall be in accordance with 9-5.1.

As an exception to the percentages for the amount to be retained on partial or monthly estimates as specified above, for contracts in which landscaping items constitute 50% or more of the original Contract amount, 5% of the value of Work completed shall be retained until the end of the 90-day establishment period for landscaping items or until final acceptance of the entire Contract Work; whichever of such is the later date.

Contract amount is defined as the original Contract amount as adjusted by approved Supplemental Agreements.

9-5.5 Partial Payments for Delivery of Certain Materials

9-5.5.1 General ADD THE FOLLOWING TO THE END OF THIS ARTICLE:

(7) Common Carrier Freight Rates. No adjustments shall be made for change in common carrier rates.

9-5.5.2 Partial Payment Amounts DELETE AND INSERT THE FOLLOWING:
The Contractor will receive progress payments on a monthly basis. The amount will be based on the Work done or completed (including delivery of certain Materials per 9-6). The progress payments shall be approximate only, and shall be subject to correction in the subsequent monthly estimates and the final estimate and payment.

The amount of such payments shall be the total value of the Work done to the date of the estimate, based on the quantities and the unit prices for all Work performed, less an amount retained and less payments previously made. The amount retained shall be 5% of the value of Work completed. This retainage may be reduced to 2.5% of Contract amount at the discretion of the County Engineer when said project exceeds 95% of the Contract amount.

On water and sewer construction, the amount retained and adjustments included in the Contract shall be 5% of the progress payments, up to 50% completion. After 50% completion, the retainage shall be reduced to 2.5% until the Work is approved by the permitting agency.

As an exception to the percentages for the amount to be retained on progress payments as specified above, for contracts in which landscaping items constitute 50% or more of the original Contract amount, 5% of the value of Work completed shall be retained up to 50% completion. After 50% completion, the retainage shall be reduced to 2.5% until the end of the 90-day establishment period for landscaping items or until final acceptance of the entire Contract Work; whichever of such is the later date.

Contract amount is defined as the original Contract amount as adjusted by approved Supplemental Agreements.

The following partial payment restrictions apply:

(1) Partial payments for structural steel and precast prestressed items will not exceed 85% of the Bid price for the item. Partial payments for all other items will not exceed 75% of the Bid price of the item in which the material is to be used.

(2) Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

9-9 Interest Due on Delayed Payments DELETE IN ITS ENTIRETY

9-11 Change Order Approvals ADD THE FOLLOWING ARTICLE:

Change Orders shall be approved in accordance with existing Department policy per Resolution #R89-633 dated April 4, 1989 and the current PPM #CWF-050.

Department reserves the right to increase or decrease any of the unit quantities as necessary to complete the Work contracted. Such increases or decreases may be authorized by the Department's Engineer at the unit price(s) as Bid.

END OF SECTION

SECTION 102
MAINTENANCE OF TRAFFIC

102-1 Description ADD THE FOLLOWING AT THE END OF THIS ARTICLE:

All existing signs are the property of the Department. The Contractor shall stockpile the above mentioned signs and contact Traffic Operations (sign supervisor) at 233-3900 for pick-up. Signs must be kept in good condition or be responsible for reimbursement to Palm Beach County Traffic Division.

This section shall be governed by the following standards:

1. Florida Department of Transportation (FDOT) "Standard Specifications for Road and Bridge Construction"

2. "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD)

3. Florida Department of Transportation "Design Standards"

4. Florida Department of Transportation "Plans Preparation Manual"

5. "Manual of Uniform Minimum Standards for Design, Construction and Maintenance of Streets and Highways"

In addition to the above Specifications, the following shall also apply:

Barricades, Lights and Cones

1. All barricades shall be maintained daily.

2. All Type III barricades shall have one Type A flashing light on each barricade. When extremely hazardous conditions exist, two Type B flashing lights shall be used. Extremely hazardous conditions shall be determined by Palm Beach County Engineering Traffic Division. Drums, Type II barricades and barrier walls shall have one Type C steady burning light.

Flag Person and Vests

1. The flagger shall be trained in the proper manner as set forth in the MUTCD and certified as per Section 102 FDOT Specifications for Road and Bridge Construction. Each flagger shall have a certification card with them when flagging. Certification cards shall have the flagger's name, date of certification and expiration date.

    - If the person flagging traffic does not have the Certification, or the name is not on the list of approved flaggers, the flagger shall be replaced immediately with a certified flagger. There will be no lane closure until that time.

- At the pre-construction meeting, the contractor may submit a list of certified flaggers. This list must include the same information as the flagger(s)' certification card(s).

2. All construction personnel shall wear a retro-reflective orange or strong yellow/green vest/garment during daytime or nighttime operations when working within the Right-of-Way (Class 2 or 3 per MUTCD).

   A. Ensure that these vest/garments be worn whenever workers are within the Right-of-Way. Workers operating machinery or Equipment in which loose clothing could become entangled during operation are exempt from this requirement. Such exempt workers will be required to wear orange shirts or jackets.

   B. Require Contractor personnel to wear retro-reflective orange or strong yellow/green vest/garment during daytime or nighttime operations.

   C. Replace faded vest/garments, as determined by the Inspector.

Flashing Arrow Boards

1. Flashing arrow boards shall be used on any four (4) lane or larger Roadway where traffic is being channelized or diverted, or as directed by the Palm Beach County Traffic Engineering Department. Flashing arrow boards shall conform with Section 6F-56 MUTCD /Type B or C only. Solar arrow boards shall be used.

Traffic Signals

1. A minimum of seventy-two hours notice must be given to Traffic Division (684-4030) prior to Work requiring the realigning of traffic signals.

2. The Department will charge for traffic signals to be realigned to accommodate MOT.

3. No material shall be disturbed within 6' of a traffic pole or within the specified distance of a guy wire and anchor to a depth greater than 2' as shown in Figure 1 in the General Provisions unless approved by and coordinated with Palm Beach County Traffic Operations. Contact Traffic Operations at (561) 233-3900, 24 hours in advance of any excavation. Failure to comply with the above shall result in the prime contractor incurring all costs incurred as a result of damage to the traffic signal installation. These costs shall be paid 30 days from date of invoice or the following pay estimate will be withheld until payment is made or the cost may be deducted from the pay estimate.

4. Line locates will be given. However, a twenty-four hours' notice must be given.
   If new traffic poles are to be installed it shall be the contractor's responsibility to provide final stabilized grade within 4"-6" along with Right-of-Way locations at the intersection.

The contractor shall have a 2-hour window for their change-over that is 1 hour before and one hour after the scheduled change-over time. After that the contractor shall be responsible for all cost incurred for the Delay.

102-1.1 General

1. Contractor shall keep sufficient cold patch asphalt on the job site to fill pot-holes and to perform other minor pavement maintenance as needed.

2. All Highway Equipment shall have a Slow Moving Vehicle sign with either a flasher or a beacon operating when the Equipment is operating.

3. During peak hours 7:00 A.M. to 9:00 A.M. and 3:00 P.M. to 7:00 P.M. left turn and through lanes shall not be blocked without permission from the Traffic Engineer.

4. Any manholes/valves in the travel way shall have 50" width of asphalt extending from the edge for every 1" inch of height.

Pedestrians

1. When pedestrian movement through or around a worksite is necessary, the Contractor shall provide a separate, safe footpath without abrupt changes in grade or terrain.

    - If one (1) or two (2) pedestrian ways are provided (exist) prior to the start of a project, only one (1) has to be maintained.

2. Places where pedestrians are judged especially vulnerable to impact by vehicles, all foot traffic should be separated and protected by longitudinal positive barrier systems.

3. Pedestrian detours are not to exceed 300 feet from the closure to a signalized or Palm Beach County approved alternative crossing location. The Contractor is to provide a safe and reasonable alternate route including pedestrian detours, diversions and flaggers to assist pedestrians around the work area when applicable.

4. Sidewalks within school zones/areas shall be maintained during morning start and afternoon dismissal times unless otherwise approved by the Engineer. Otherwise, direct detours shall be provided such that students will not be diverted for more than 100 feet. Temporary guarded crossings provided by the Contractor shall be utilized when needed.

102-3.2 Worksite Traffic Supervisor

Certification must be through American Traffic Safety Services Association (ATSSA) or FDOT approved Advanced Maintenance of Traffic course certification.

102-4 Temporary Traffic Control Plan. (TTCP) DELETE IN ITS ENTIRETY AND INSERT THE FOLLOWING:

The Temporary Traffic Control Plan (TTCP) for traffic control around or through work sites should be developed with safety receiving a high priority. The TTCP should include protection at work sites when Work is in progress and when operations have been halted (such as during the night) or from the time Work is completed until the final. Provisions for the protection of work crews, traffic control personnel, pedestrians, and motorists shall be included.

The temporary traffic control plan shall include the following:

TTCP to be prepared and signed by the Work Site Traffic Supervisor as certified by the American Traffic Safety Services Association or FDOT approved Advanced Maintenance of Traffic course or a Professional Engineer.

1. A copy of the signer's certification, contractor's name, and 24 hour phone number of the work site traffic supervisor shall be on the TTCP.

2. The TTCP shall include: north arrow; drawn by; lane usage; type and location of all signs, lights, barricades, striping, barriers, traffic signals; all side-streets; change-overs; sidewalks; Retro-reflective Pavement Markers (RPM); pavement markings; school zones; crosswalks; Palm Tran bus stop and railroad crossings.

3. Plans may be drawn to scale; however, dimensions shall be shown.

4. Variable Message Sign (VMS) and the messages.

    a. Road Closures – VMS boards shall be installed 10 days prior to Work beginning until 10 days after Work completion. If the Road closer is on a thoroughfare Road then the VMS board shall be installed for the entire Contract Time.

    b. Traffic Shifts – VMS boards shall be installed 7 Working Days prior to Work until 7 Working Days after Work completion.

5. Location and geometry for transitions, detours, and diversions (includes buffer space and taper length).

6. No change-overs are allowed on Monday or Friday, the day before a Holiday or during AM or PM peak traffic, and are discouraged at signalized intersections.

7. All Plans shall be submitted through the Palm Beach County Construction Coordination Division.

8. Lane closures in front of schools shall avoid disruption to school traffic during school arrival and dismissal times.

9. The Contractor shall comply with the current MUTCD and FDOT Standard Plan Index 102 series and Palm Beach County Standards for all MOT.

10. The Contractor shall provide MOT for each phase of construction within 60 days of phase implementation.

11. Supporting calculations shall be provided for all proposed horizontal curves.

The TTCP approval is as follows:

A. 1 to 7 days for most Plans

B. 7 days when a signal or flasher is involved

C. 10 days for a traffic switch or for Road closures

Time may vary based on the complexity of the TTCP Consideration should be given to these time frames when scheduling the Work.

Palm Beach County Traffic Engineering Division will handle all news releases, notifying police, fire, etc.

The TTCP is good for 60 days. If the TTCP has not been implemented by then, a new approval will be required.

TTCP must have dates and times of operation requested.

In no case may the contractor begin Work until the TTCP has been approved in writing by the Palm Beach County Traffic Engineering Division. Field modifications may be made with the approval of a representative of the Palm Beach County Traffic Engineering or Construction Coordination Divisions. Failure to comply with the above may result in permanent reduction of the pay item of "Maintenance of Traffic" on a prorated basis or $1,000.00 per day, whichever is higher.

Cost for Temporary Traffic Control Plans shall be made on a Lump Sum basis, and shall include all the above requirements.

Cost for Temporary Traffic Control Plans shall be included in Maintenance of Traffic items and shall include all of the above requirements.

102-5.4 Crossings and Intersections DELETE AND INSERT THE FOLLOWING:

Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any Road or Street crossing the project unless approved by the Engineer.

Maintain all existing actuated or traffic responsive mode signal operations for main and side Street movements for the duration of the Contract. (See 102-7.1)

102-5.7 Flagger DELETE AND INSERT THE FOLLOWING:

Provide trained flaggers in accordance with FDOT and MUTCD requirements.

102-6.2 Construction DELETE AND INSERT THE FOLLOWING:

Plan, construct, and maintain detours for the safe passage of traffic (both vehicular and pedestrian) in all conditions of weather. Provide the detour, to the Department, with all facilities necessary to meet this requirement.

102-6.6 Operation of Existing Movable Bridges DELETE IN ITS ENTIRETY

102-7 Traffic Control Officer

Provide uniformed law enforcement officers, including marked law enforcement vehicles, to assist in controlling and directing traffic in the work zone, when the following types of Work are necessary on projects:

1. Traffic control in a signalized intersection when signals are overridden.

2. When Standard Index No. 619 is used on Interstate at nighttime and required by the Plans.

3. When pacing/rolling blockade specification is used.

4. During the night time milling or paving, if the lane adjacent to the Work area is open to traffic, the Traffic Control Officer shall be present with flashing lights, operating on their vehicle.

5. As required by the Engineer.

6. Provide uniformed laws enforcement officers, including marked law enforcement vehicles, to assist in controlling and directing traffic through the work zone, when authorized and/or directed by the Engineer, and for purposes not covered under the requirements of the Temporary Traffic Control Plans. The Contractor shall make a request for the use of this item in writing to Construction Coordination Division. The request will be reviewed and responded to in writing. The Contractor shall supply a breakdown of police activity for every 4 hour period.

ADD THE FOLLOWING SUBARTICLE:
102-9.9.1 Portable Changeable (Variable) Message Sign (PCMS) (Non-MOT)

Furnish VMS board in accordance with 102-9.9, when authorized and/or directed by the Engineer, and for purposes not covered under the requirements of the TTCP.

102-9.12 Temporary Traffic Control Signals DELETE IN ITS ENTIRETY

102-9.14 Temporary Traffic Control Signals DELETE IN ITS ENTIRETY

102-9.15 Temporary Traffic Detection Technology DELETE IN ITS ENTIRETY

102-9.16 Automated Flagger Assistance Devices DELETE IN ITS ENTIRETY

102-10 Work Zone Pavement Marking

1. All temporary pavement markings shall be done in a professional manner without weaves and/or bows. No over-painting shall be allowed.

2. Temporary RPM's shall be installed at an 1 inch offset to lane lines, skips, gore or crosshatched area within the work zone. The spacing shall be 40 feet on tangent section and 20 feet on transitions and curves (including edge lines). Damaged or missing R.P.M.'s shall be replaced on a daily basis. The RPM's shall have a maximum width of 5 inches and a maximum height of 0.75 inch. The minimum area of each reflective face shall be 3.50 square inches. RPM's shall be bonded to the pavement or concrete with epoxy, alkyd thermoplastic or bituminous adhesive.

3. Temporary pavement markings shall be applied to the intermediate asphalt course, and shall consist of foil-backed tape, paper tape or paint meeting both State and Department Specifications.

4. Temporary pavement markings shall also be applied to the final asphalt course unless otherwise directed by the Department. All final course pavement markings shall consist of foil-backed tape. The temporary pavement markings shall be installed in accordance with the typicals in the General Provisions.

5. All temporary tape skip-line pavement markings shall be at least four (4) feet in length with a maximum gap of thirty-six (36) feet. A two (2) foot stripe with a maximum gap of eighteen (18) feet may be used for Roadways with severe curvature, or as directed by the Department.

6. All painted lines shall conform to size and color requirements of the MUTCD, Part III. The thickness shall not be less than fifteen (15) mils with six (6) to six and one quarter (6 ¼) pounds of beads per gallon of paint. Both shall be applied uniformly. All painted lines shall be refurbished if at any time the reflectively falls below 150 mini-candles. A normal width line is 6" paint or tape.

7. Black-out shall not be used to obliterate pavement markings. Existing pavement markings that conflict with temporary work zone delineation shall be removed by any method approved by the Engineer.

8. If a school zone exists, it must be maintained including crosswalks, school messages and signs.

9. It shall be the contractor's responsibility to adjust existing signing, add new signing, and remove or add pavement marking on approaches to the project.

10. The last temporary pavement markings for the project's final condition shall be incidental to the Maintenance of Traffic item. They shall be placed in the location of the future permanent pavement markings.

102-10.1 Description DELETE THE LAST PARAGRAPH IN ITS ENTIRETY

102-10.2 Removable Tape DELETE IN ITS ENTIRETY

102-10.2.1 General DELETE IN ITS ENTIRETY

102-10.3.1 Application DELETE IN ITS ENTIRETY

102-10.3.3 Retro-reflectivity DELETE IN ITS ENTIRETY

102-10.3.4 Removability DELETE IN ITS ENTIRETY

102-10.4 Work Zone Raised Pavement Markers (WZRPM's)

Apply all markers in accordance with Palm Beach County Typical T-P-18, or as otherwise revised.

102-10.4 Paint and Glass Beads

102-11 Method of Measurement

102-11.1 General

Devices installed/used on the project on any Calendar Day or portion thereof, within the allowable Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price MOT, Lump Sum and shall include all items required to implement the approved Temporary Traffic Control Plan (TTCP).

Unless otherwise specified, all devices / items specified in 102-11 shall be incidental to the pay item: M.O.T., on a Lump Sum basis.

102-11.2.1 Traffic Control Officers (Non-MOT)

The quantity to be paid for will be at a unit price per hour (4 hour minimum) for the actual number of officers certified to be on the project site, including any law enforcement vehicle(s).

Payment will be made only for those traffic control officers not incidental to the TTCP requirements and when authorized by the Engineer under the pay item: Traffic Control Officers (Non-MOT) per hour.

102-11.3 Special Detours DELETE IN ITS ENTIRETY

102-11.15.1 Changeable (Variable) Message Sign (NON-MOT)

The quantity to be paid for will be the number of changeable (variable) message signs certified as installed/used on the project when directed by the Engineer and not a requirement of the TTCP.

Payment will be made for each Changeable (Variable) message sign that is used during the Contract period under the pay item Changeable (Variable) Message Sign (Non-MOT) per each per day.

102-11.20 Temporary Traffic Control Signals DELETE IN ITS ENTIRETY

102-11.21 Temporary Traffic Detection Technology DELETE IN ITS ENTIRETY

102-11.22 Work Zone Pavement Markings DELETE AND INSERT THE FOLLOWING:

The quantities, furnished and installed shall be those that are required for the project and shall be incidental to MOT, Lump Sum.

102-12.1 Submittal Instructions DELETE IN ITS ENTIRETY

102-12.2 Contractor's Certification of Quantities DELETE AND INSERT THE FOLLOWING:
When requested by the Department, Contractor shall submit a certification of the material used.

Ensure that the certification consists of the following: Project Number, Certification Number, Certification Date and the period that the certification represents.

102-13 Basis of Payment

102-13.1 Maintenance of Traffic (General Work) DELETE AND INSERT THE FOLLOWING:

When an item of Work is included in the Proposal, price and payment will be full compensation for all Work and costs specified under this Section except as may be specifically covered for payment under other items. Maintenance of Traffic (General Work) shall also include all items required to implement the approved Temporary Traffic Control Plans (TTCP).

Unless otherwise specified, all devices / items specified in 102-13 shall be incidental to the pay item: MOT, on a Lump Sum basis.

102-13.2.1 Traffic Control Officers (Non-MOT) DELETE AND INSERT THE FOLLOWING:

Price and payment will be full compensation for the services of the traffic control officers for instances when directed by the Engineer and not a requirement of the TTCP.

102-13.3 Special Detours DELETE IN ITS ENTIRETY

INSERT THE FOLLOWING SUBARTICLE:

102-13.15.1 Changeable (Variable) Message Sign (NON-MOT)

Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing changeable message signs when directed by the Engineer and not a requirement of the TTCP.

102-13.19 Safety Warning Transmitter DELETE IN ITS ENTIRETY

102-13.20 Temporary Traffic Control Signals DELETE IN ITS ENTIRETY

102-13.21 Temporary Traffic Detection Technology DELETE IN ITS ENTIRETY

102-13.22 Temporary Lane Separator DELETE IN ITS ENTIRETY

102-13.23 Payment Items DELETE AND INSERT THE FOLLOWING:

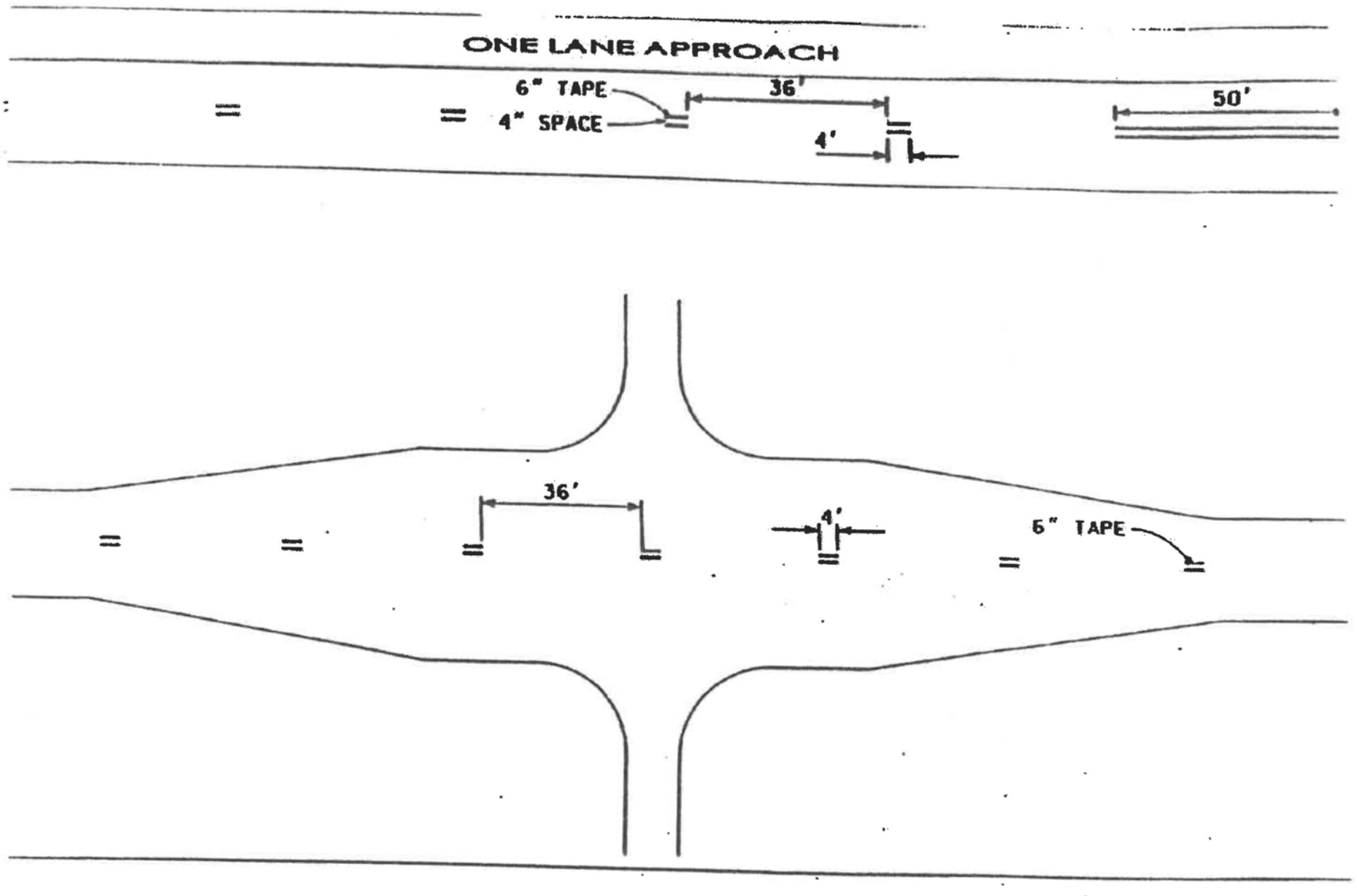
Payment will be made under:

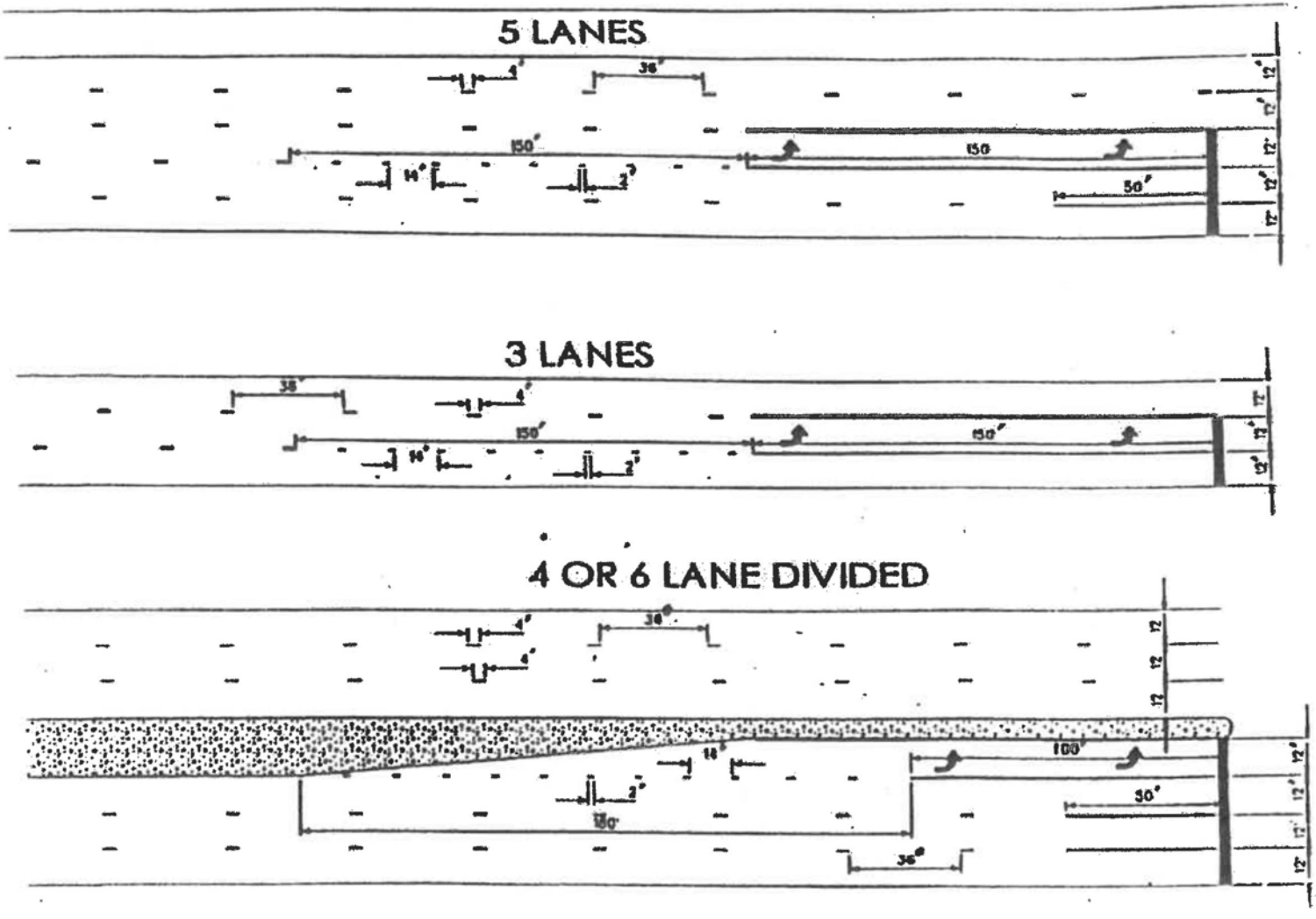
Item No. 102- 1- Maintenance of Traffic - lump sum.
Item No. 102- 14-1 Traffic Control Officers (Non-MOT) - per hour.
Item No. 102- 99-1 Changeable (Variable) Message Sign (Non-MOT) - per each per day.

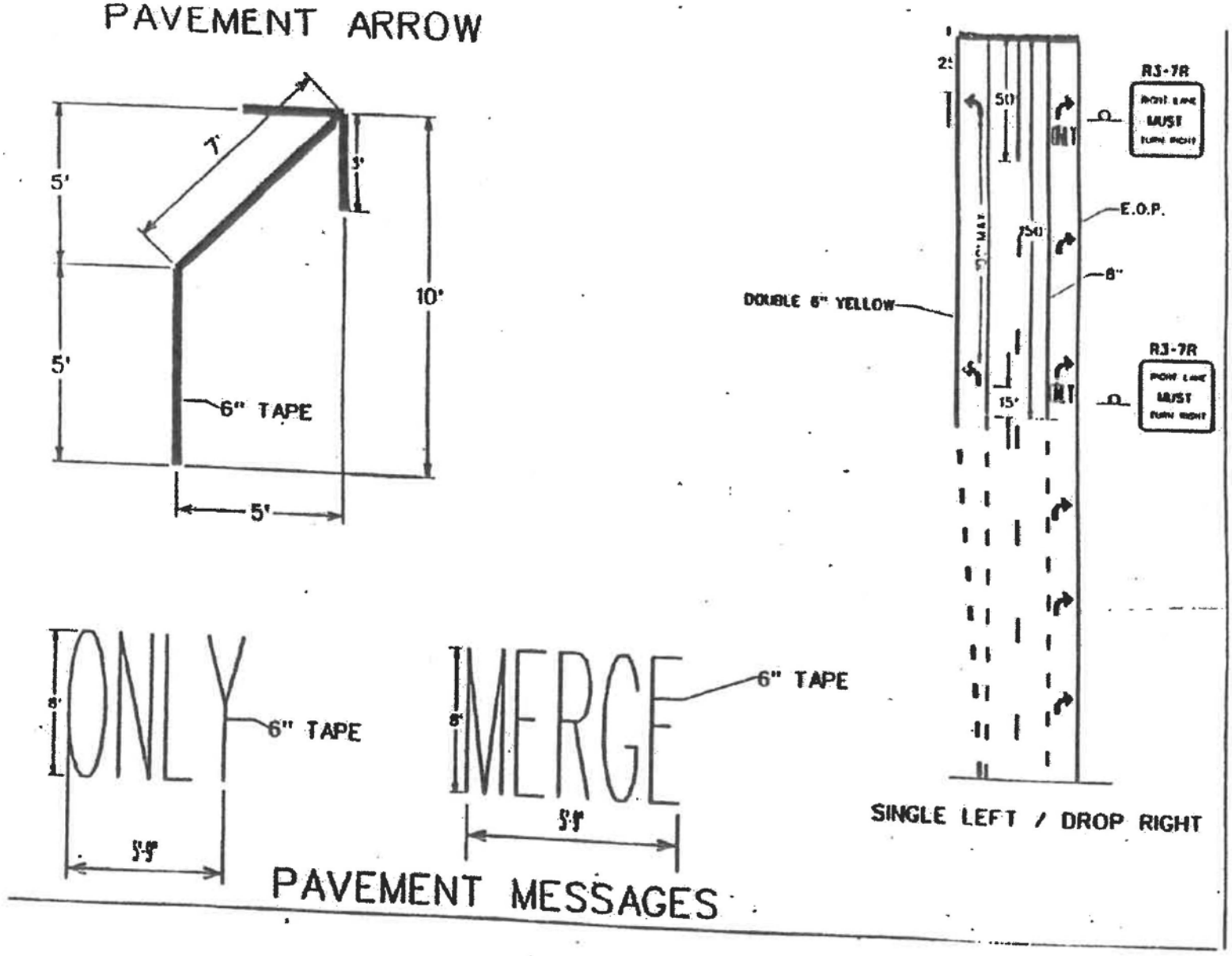
105-1.2.3 Notification of Placing Order DELETE AND INSERT THE FOLLOWING:

Order materials sufficiently in advance of their incorporation in the work to allow time for sampling, testing and inspection. Notify the Engineer prior to placing orders for materials.

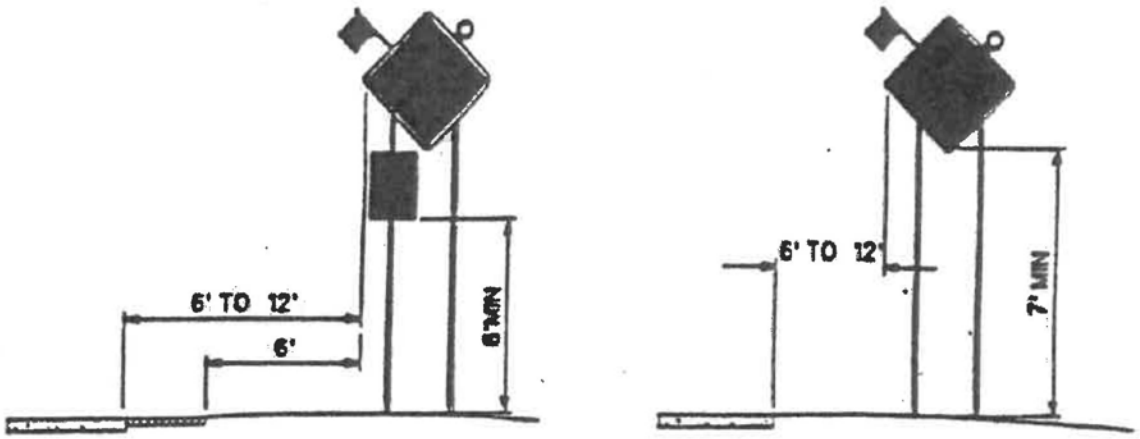
Submit to the Engineer a fabrication schedule for all items requiring commercial inspection at least 30 days before beginning fabrication. Items requiring commercial inspection will be identified in the Plans, Proposal, Special Provisions, Supplemental Specifications, or Technical Special Provisions of the Contract Documents. These items can include steel bridge components, moveable bridge components, pedestrian bridges, castings, forgings structures erected either partially or completely over the travelled roadway or mounted on bridges as overhead traffic signs (some of these may be further classified as cantilevered, overhead trusses, or monotubes) or any other item identified as an item requiring commercial inspection in the Contract Documents.


ONE LANE APPROACH
6" TAPE
4" SPACE
36'
4'
50'
36'
4'
6" TAPE


5 LANES
4'
36'
150'
14'
3'
150
50'
12'
12'
12'
12'
12'
3 LANES
36'
4'
150'
14'
3'
150'
12'
12'
12'
4 OR 6 LANE DIVIDED
36'
4'
4'
12
12
12
14'
3'
150'
100'
50'
36'
12'
12'
12'
12'


PAVEMENT ARROW
5'
7'
3'
10'
5'
6" TAPE
5'
ONLY
6" TAPE
8'
5'-9"
MERGE
6" TAPE
8'
5'-9"
PAVEMENT MESSAGES
R3-7R
MUST
50'
E.O.P.
150'
8"
DOUBLE 6" YELLOW
R3-7R
MUST
15'
SINGLE LEFT / DROP RIGHT

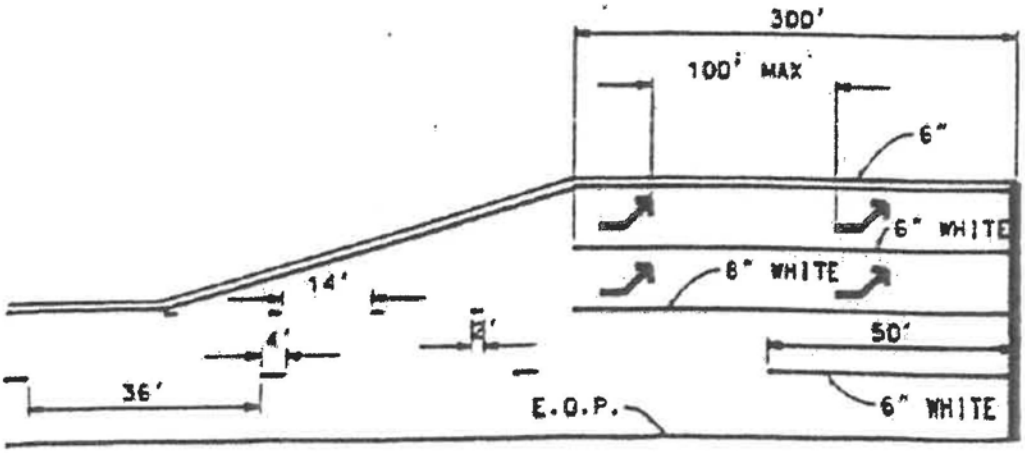
Signing For Long Term Stationary Projects



1.) If a seperator is to be signed it shall be a min. of 6' wide The signs shall be erected in such a way that they also conform with the 7' min. clearance.

2.) Other types of operation may be able to use the standard tri-pod mount as long as there is a min of 1' from the bottom of the sign to the ground.

DUAL LEFTS



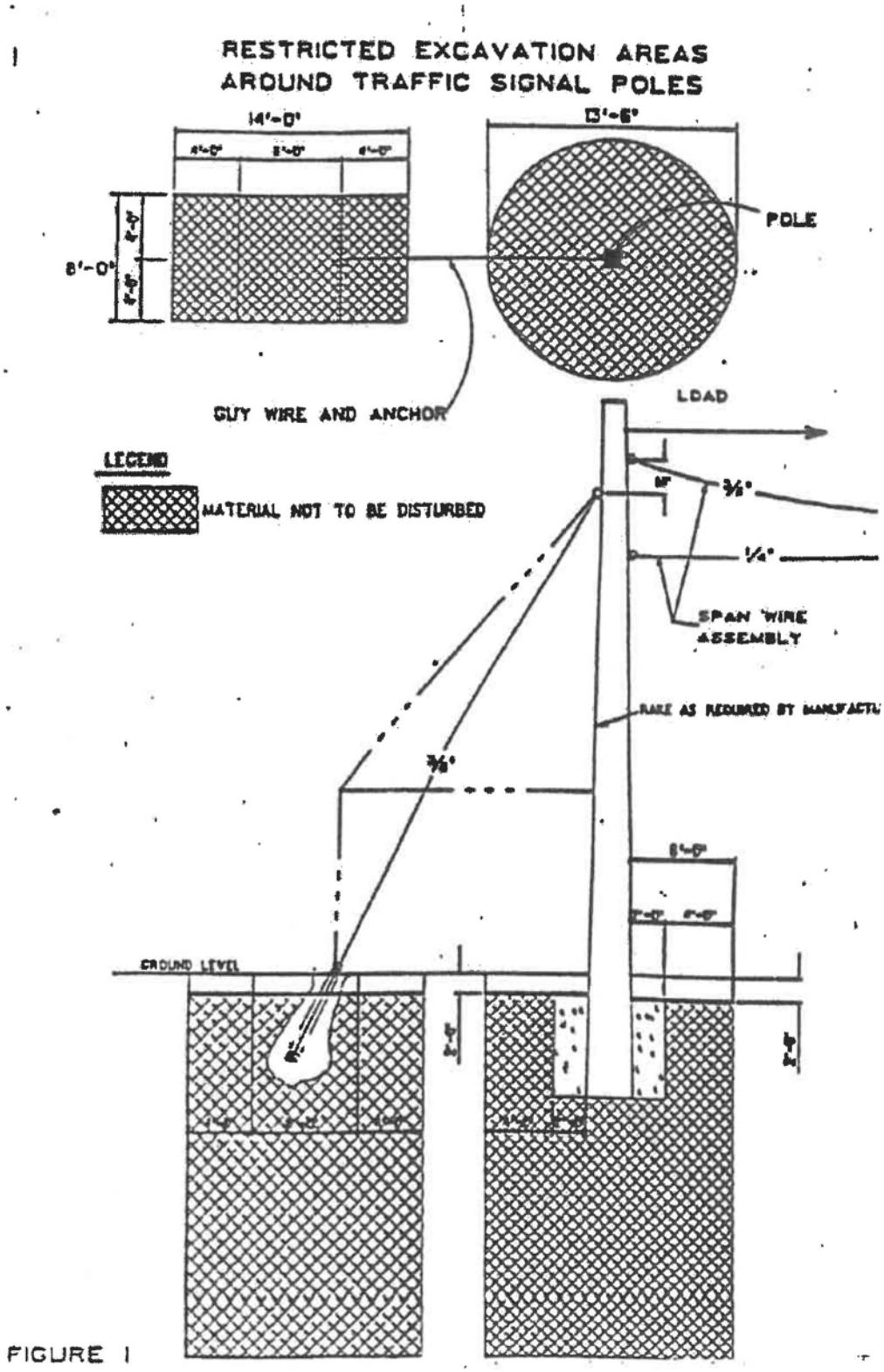


FIGURE 1

END OF SECTION

SECTION 300
PRIME AND TACK COATS

300-2.3 Tack Coat DELETE AND SUBSTITUTE THE FOLLOWING:

Unless the Contract Documents call for a specific type or grade of tack coat, use RA-500 meeting the requirements of 916-2, heated to a temperature of 250 to 300°F or undiluted Emulsified Asphalt Grades RS-1h, RS-2, CRS-1h, or NTSS-1hm meeting the requirements of 916-4. Heat RS-1h, RS-2, CRS-1h and NTSS-1hm to a temperature of 150 to 180°F. The Contractor may use RS-1h modified to include up to 3% naphtha to improve handling of the material during the winter months or at any other time, as approved by the Engineer.

For night paving, use RA-500 tack coat. The Engineer may approve RS-1h, RS-2, CRS-1h, or NTSS-1hm for night paving if the Contractor demonstrates, at the time of use, that the emulsion will break to allow paving in a timely manner and not affect the progress of the paving operation.

300-9 Method of Measurement DELETE AND SUBSTITUTE THE FOLLOWING:

No separate measurement shall be made for prime coat and tack coat material.

300-10 Basis of Payment DELETE AND SUBSTITUTE THE FOLLOWING:

No separate payment will be made for prime coat and tack coat material but the cost of same, including heating, hauling and applying (including sand or screening covering where required), shall be included in the Contract unit price per square yard for base or pavement courses, respectfully.

There is no direct payment for the Work specified in this Section, it is incidental to, and is to be included in the other items of related Work.

END OF SECTION

SECTION 330A
HOT BITUMINOUS MIXTURES –
GENERAL CONSTRUCTION REQUIREMENTS

SECTION 330A IS ADDED TO THIS SPECIFICATION

330A-1 Description

This Section specifies the general construction requirements for all plant-mixed hot bituminous pavements and bases. (More specific requirements pertaining to hot bituminous base and base widening construction are contained in Section 280.) This Section also includes the method of determination of the thickness of pavement to be paid for, when payment is on a square yard basis.

330A-2 Substitution of Types of Hot Bituminous Mixtures

Except for Asphaltic Concrete Friction Courses and other wearing surfaces, the Contractor will be allowed the option of substituting certain types of hot bituminous mixtures as follows:

(1) Type S-I Asphaltic Concrete may be substituted for any other type of mixture where the rate of application is specified to be not less than 75 lbs. per square yard.

(2) Type III Asphaltic Concrete may be substituted for Type n Asphaltic Concrete or Sand-Asphalt Hot Mix and Type II Asphaltic Concrete may be substituted for Sand-Asphalt Hot Mix.

In each case, the stability of the substituted mixture shall be at least as high as that of the mixture specified, and any substitution made shall be at no additional cost to the Department over that which would have accrued had the specified mixture been used.

330A-3 Limitations of Operations

330A-3.1 Weather Limitations

Plant operations shall not begin unless all weather conditions are suitable for the laying operations.

330A-3.2 Limitations of Laying Operations

330A-3.2.1 General

The mixture shall be spread only when the surface, upon which it is to be laid, has been previously prepared, is intact, firm and properly cured, and is dry. Unless otherwise approved by the Engineer, no mixture shall be spread that cannot be finished and compacted during daylight hours. Friction course shall not be placed until the adjacent shoulder area has been dressed and grassed.

330A-3.2.2 Temperature

The mixture shall be spread only when the air temperature (the temperature in the shade away from artificial heat) is 40°F and above for layers greater than one inch (100 lbs. per square yard) in thickness and 45°F and above for layers one inch (100 lbs. per square yard) or less in thickness (this includes leveling courses). No mixture shall be placed when there is evidence that the base is frozen.

330A-3.2.3 Wind

The mixture shall not be spread when the wind is blowing to such an extent that proper and adequate compaction cannot be maintained or when sand, dust, etc., are being deposited on the surface being paved, to the extent that the bond between layers will be diminished.

330A-4 Preparation of Asphalt Cement

The asphalt cement shall be delivered to the asphalt plant at a temperature not to exceed 350 degrees F and the transport tanks shall be equipped with sampling and temperature sensing devices meeting the requirements of 300-3.2 and 300-3.3, respectively. The asphalt cement in storage shall be maintained within a range of 230 degrees F to 350 degrees F in advance of mixing operations. Heating within these limits shall be constant and wide fluctuations of temperature during a day's production will not be permitted.

330A-5 Preparation of Aggregates

330A-5.1 Stockpiles

Each aggregate component sba11 be placed in an individual stockpile, which shall be separated from the adjacent stockpiles, either by space or by a system of bulkheads. The intermingling of different Materials in stockpiles shall be prevented at all times. Each stockpile, including RAP, shall be identified as shown on the Department Mix Designs.

330A-5.2 Prevention of Segregation

Stockpiles shall be formed and maintained in a manner that will prevent segregation. If a stockpile is determined to have excessive segregation, the Engineer will disapprove the material for use on the project until the appropriate action has been taken to correct the problem.

330A-5.3 Blending of Aggregates

Blending or proportioning from railroad cars will not be permitted. All aggregates shall be stockpiled prior to blending or placing in the cold hoppers. All aggregates to be blended or proportioned shall be placed in separate bins at the cold hopper and proportioned by means of securely positioned calibrated gates or other approved devices.

330A-5.4 Cold Bins

330A-5.4.1 Adequacy of Bins

The separate bin compartments of the cold aggregate feeder shall be so constructed as to prevent any spilling or leakage of aggregate from one bin to another. Each bin compartment shall be of such capacity and design as to permit a uniform flow of aggregates. All the bin compartments shall be mounted over a feeder of uniform speed, which shall deliver the specified proportions of the separate aggregates to the drier at all times. If necessary, the bins shall be equipped with vibrators to insure a uniform flow of the aggregates at all times.

330A-5.4.2 Gates

Each bin compartment sha11 be provided with a gate which is adjustable in a vertical direction. The gate shall be so designed that it can be held securely at any specified vertical opening. The

gates shall be equipped with a measuring device for measuring the vertical opening of the gates from a horizontal plane level with the bottom of the feeder.

330A-5.5 Mineral Filler

If mineral filler is required in the mix, it shall be fed or weighed-in separately from the other aggregates.

330A-5.6 Heating and Drying

The aggregates shall be heated and dried before screening. The temperature of the aggregates shall be so controlled that the temperature of the completed mixture at the plant will fall within the permissible range allowed by these Specifications.

330A-5.7 Screening Unit

330A-5.7.1 Oversize Aggregate

Any oversized pieces of aggregate shall be removed by the use of a scalping screen. This oversized material shall not be returned to the stockpile for reuse unless it has been crushed and reprocessed into sizes that will pass the scalping screen.

330A-5.7.2 Screening

Unless otherwise permitted by the Engineer, the quantity of aggregates being discharged onto the screens shall not be in excess of the capacity of the screens to actually separate the aggregates into the required sizes. A maximum of ten percent plus-ten material will be permitted in the minus-ten bin. The maximum amount of minus-ten material allowed in the plus-ten bins will be determined by the Engineer, in accordance with its effect on the uniformity of the mix.

330A-5.8 Mixing Different Materials

Unless written permission is obtained, coarse aggregates of different types shall not be mixed; nor shall coarse aggregates of different types be used alternately in sections less than one mile in length.

330A-6 Preparation of the Mixture

330A-6.1 Batch Mixing

330A-6.1.1 Aggregates

The dried aggregates and mineral filler (if required), prepared in the manner previously described, and combined in batches to meet the job mix formula by weighing each separate bin size, shall be conveyed to the empty mixer.

330A-6.1.2 Bitumen

The hot asphalt cement, accurately measured, shall be introduced into the mixer simultaneously with, or after, the hot aggregates. Mixing shall continue until the mixture is thoroughly uniform, with all particles fully coated.

330A-6.1.3 Mixing Time

The mixing time shall begin when the measuring devices for both the asphalt and the aggregates indicate that all the material is in the mixer, and shall continue until the material begins to leave the mixing unit. The mixing time will vary in relation to the nature of the aggregates and the capacity of the mixer and shall be as designated by the Engineer but in no case shall it be less than 35 seconds.

330A-6.2 Continuous Mixing

The dried aggregates and mineral filler (if required), prepared as specified and proportioned to meet the job mix formula by volumetric measurements, shall be introduced into the mixer in synchronization with the accurate, feeding of the hot asphalt cement. The rate of flow of material to the pugmill shall be such that the maintained depth of the mix will not exceed the tips of the paddles when in the upright position. Mixing shall be sufficient to produce a thoroughly and uniformly coated mixture.

330A-6.3 Mixing Temperature

The ingredients of the mix shall be heated and combined in such a manner as to produce a mixture, which shall be at a temperature, when discharged from the pugmill or surge bin, within the range of 230°F to 310°F and within the tolerance shown in Table 330AA-1.

Table 330A-1 Temperature Tolerance From Job Mix Formula	
Any Single Measurement	+/- 25°F
Average of Any Five Consecutive Measurements	+/- 15°F

Any load or portion of a load of asphalt mix at the plant or on the Road with mix temperature exceeding 335°F shall be rejected for use on the project.

Temperature of the completed mixture shall be determined by a quick-reading thermometer through a hole in the side of the loaded truck immediately after loading. The hole shall be located within the middle third of the length of the body, and at a distance of from six to ten inches above the surfaces supporting the mixture. If a truck body already has a hole located in the general vicinity of the above specified location, this will be acceptable. At the Department's discretion, the temperature of the load may be taken over the top of the truck in lieu of using the hole in the side of the truck.

The mix temperature will be taken at the plant and the Roadway for each day for each design mix on the first five loads and an average of once every five loads thereafter. The temperature measurements at the plant shall be taken and recorded by the Contractor's personnel for review by the Department. The temperature measurements at the Roadway will be taken by the Department's Paving Inspector and be recorded on the backside of the delivery ticket. If the temperature exceeds the specified tolerance, the Contractor will be required to take immediate corrective action.

330A-6.4 Maximum Period of Storage: The maximum time that any mix may be kept in a hot storage or surge bin is 72 hours.

330A-6.5 Contractor's Responsibility for Mixture Requirements: The responsibility for producing a homogeneous mixture, free from moisture and with no segregated Materials, and meeting all requirements of the Specifications for the mixture, including compliance with the design limits, shall lie entirely with the Contractor. These requirements shall apply also to all mixes produced by the drum mixer process and all mixes processed through a hot storage or surge bin, both before and after storage.

330A-7 Transportation of the Mixture:
The mixture shall be transported in tight vehicles previously cleaned of all foreign material. The inside surface of the truck bodies after cleaning shall be thinly coated with soapy water or an approved emulsion containing not over five percent oil. The coating shall be applied prior to the first loading each day and repeated as necessary throughout the day's operations. After the truck bodies are coated and before any mixture is placed therein, they shall be raised to drain out all excess liquids. Each load shall be covered during cool and cloudy weather and at any time there is a probability of rain.

330A-8 Preparation of Application Surfaces

330A-8.1 Cleaning

Prior to the laying of the mixture, the surface of the base or pavement to be covered shall be cleaned of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming, where necessary.

330A-8.2 Patching and Leveling Courses

Where a surface course is constructed on an existing pavement or old base which is irregular, and wherever so indicated in the Plans, the existing surface shall be brought to proper grade and cross section by the application of patching or leveling courses.

330A-8.3 Application over Surface Treatment

Where a surface course is to be placed over a newly constructed surface treatment, all loose material shall be swept from the paving area and disposed of by the Contractor.

330A-8.4 Coating Surfaces of Contacting Structures

All structures which will be in actual contact with the asphalt mixture, with the exception of the vertical faces of existing pavements and curbs or curb and gutter, shall be painted with a uniform coating of asphalt cement to provide a closely bonded, watertight joint.

330A-8.5 Tack Coat

330A-8.5.1 Tack Coal Required

A tack coat, as specified in Section 300, will be required on existing pavements that are to be overlaid with an asphalt mix and between successive layers of all asphalt mixes.

330A.8.5.2 Tack Coat at Engineer's Option

A tack coat will be required on the following surfaces, only when so directed by the Engineer:

(1) Freshly primed bases.

(2) Surface treatment.

330A-9 Placing Mixture

330A-9.1 Requirements Applicable to All Types

330A-9.1.1 Alignment of Edges

All asphaltic concrete mixtures (including leveling courses), other than adjacent to curb and gutter or other true edges, shall be laid by the stringline method, to assure the obtaining of an accurate, uniform alignment of the pavement edge.

330AA-9.1.2 Temperature of Spreading

The temperature of the mix at the time of spreading shall be within +/-25°F of the established mix temperature selected by the Contractor. The minimum frequency for taking mix temperatures on the Road will be an average of one per five trucks. If the temperature fails to fall within the specified tolerance range, corrective action by the Contractor will be required.

330A-9.1.3 Rain, and Surface Conditions

Transportation of asphalt mixtures shall immediately cease from the plant when rain begins at the Roadway. Asphalt mixtures shall not be placed while rain is falling, or when there is water on the surface to be covered. As an exception, mixture caught in transit may be placed at the Contractor's risk if the only option is to waste this mixture, and provided the surface has been tacked (as required) prior to the rain and the surface broomed in front of the spreading operation. Such mixture will be evaluated separately and if it should prove unsatisfactory in any way, in the opinion

of the Engineer, it shall be removed and replaced with satisfactory mixture at the Contractor's expense.

330A-9.1.4 Speed of Spreader

The forward speed of the asphalt spreader shall be as established by the Engineer.

330A-9.1.5 Number of Crews Required

For each paving machine operated, the Contractor will be required to use a separate crew, each crew operating as a full unit. The Contractor's Certified Paving Technician in charge of the paving operations may be responsible for more than one crew but must be physically accessible to Project personnel at all times when mix is being placed.

330A-9.1.6 Checking Depth of Layer

The depth of each layer shall be checked at frequent intervals and adjustments shall be made when the thickness exceeds the allowable tolerance. When an adjustment is made, the paving machine shall be allowed to travel a minimum distance of 32 feet to stabilize before the second check is made to determine the effects of the adjustment.

330A-9.1.7 Hand Spreading

In limited areas where the use of the spreader is impossible or impracticable, the mixture may be spread and finished by hand.

330A-9.1.8 Straightedging and Back-patching

Straightedging and back-patching shall be done after initial compaction has been obtained and while the material is still hot.

330AA-9.2 Requirements Applicable to Courses Other Than Leveling

330A-9.2.1 Spreading and Finishing

Upon arrival, the mixture shall be dumped in the approved mechanical spreader and immediately spread and struck-off to the full width required and to such loose depth for each course that, when the Work is completed, the required weight of mixture per square yard, or the specified thickness, will be secured. An excess amount of mixture shall be carried ahead of the screed at all times. Hand raking shall be done behind the machine as required.

330A-9.2.2 Thickness of Layers

Unless otherwise noted in the Plans each course shall be constructed in layers of the thickness shown on Standard FDOT Index No. 513. Type S-III Asphaltic Concrete sball be constructed in layers of the thickness of not less than 3/4 inch nor greater than 1 1/4 inches.

330A-9.2.3 Laying Width

If necessary due to the traffic requirements, the mixture shall be laid in strips in such a manner as to provide for the passage of traffic. Where the Road is closed to traffic, the mixture may be laid to the full width, by machines traveling in echelon.

330A-9.2.4 Correcting Defects

Before any rolling is started the surface sball be checked, any irregularities adjusted, and all drippings, fat sandy accumulations from the screed, and fat spots from any source shall be removed and replaced with satisfactory material. No skin patching shall be done. When a depression is to be corrected while the mixture is hot, the surface shall be well scarified before the addition of fresh mixture.

330A-9.3 Requirements Applicable Only to Leveling Courses

330A-9.3.1 Patching Depressions

Before any leveling course is spread, all depressions in the existing surface more than one-inch deep shall be filled by spot patching with leveling course mixture and then thoroughly compacted.

330A-9.3.2 Spreading Leveling Courses

All courses of leveling shall be placed by the use of two motor graders - one of which is equipped with a spreader box - unless otherwise shown in the Plans. Other types of leveling devices may be used after they have been approved by the Engineer.

330A-9.3.3 Rate of Application

When the total asphalt mix provided for leveling exceeds 50 pounds per square yard, the mix shall be placed in two or more layers, with the average spread of any layer not to exceed 50 pounds per square yard. When Type S-III Asphaltic Concrete is used for leveling, the average spread of a layer shall not be less than 50 pounds per square yard nor more than 75 pounds per square yard. The quantity of mix for leveling shown in the Plans represents the average for the entire project; however, the rate of application may vary throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require that all the leveling mix be placed prior to the widening operation.

330A-9.3.4 Placing Leveling Course over Existing Pavement

When a leveling course is specified to be placed over cracked concrete pavement (including existing concrete pavement covered with an asphaltic surface), the first layer of leveling shall be placed as soon as possible but no later than 48 hours after cracking the concrete. The remainder of the leveling course shall be placed in the normal sequence of operations.

330A-9.3.5 Removal of Excess 'Joint Material

Where a leveling course is to be placed over existing concrete pavement or Bridge decks, the excess joint filler in the cracks and joints shall be trimmed flush with the surface prior to placing the first layer of the leveling course.

330A-10 Compacting Mixture

330A-10.1 Provisions Applicable to All Types

330A-10.1.1 Equipment and Sequence

For each paving or leveling train in operation, the Contractor shall furnish a separate set of rollers, with their operators.
The following Equipment, sequence and coverage are suggested for use based on past successful performance; however, when density is required, the Contractor may select his own Equipment, sequence and coverage of rolling to meet the minimum density requirement specified. Regardless of the rolling procedure used, the final rolling must be completed before the internal pavement temperature has dropped below 175°F.

(1) Seal rolling, using tandem steel rollers (either vibratory or static) weighing 5 to 12 tons, following as close behind the spreader as is possible without pickup, undue displacement or blistering of the material. Vibratory rollers shall be used in the static mode for layers of one inch or less in thickness.

(2) Rolling with self-propelled pneumatic-tired rollers, following as close behind the seal rolling as the mix will permit. The roller shall cover every portion of the surface with at least five passes.

(3) Final rolling with the 8 to 12-ton tandem steel roller, to be done after the seal rolling and pneumatic-tired rolling have been completed, but before the internal pavement temperature has dropped below 175°F.

Once the Contractor has selected the Equipment and established the rolling procedures and these have been used for the control strip density determination, then the Contractor must continue to use the same Equipment and rolling procedures for all asphalt mix represented by the control strip. Changes in Equipment or procedures will require a new control strip density determination. The Engineer must be notified prior to changing the rolling process.

When density is not required, as for all patching courses, leveling and intermediate courses less than one-inch thick, overbuild course; of variable thicknesses (when the minimum thickness is less than one-inch) and open-graded friction courses, the compaction will be applied in accordance with the Standard Specifications. The specified rolling procedures must be followed when density determinations will not be made.

When density is not required on those courses indicated in the foregoing paragraph, but the Contractor wants to use other rollers, patterns or sequences than those specified, they may request approval from the Department. Approval may be granted for leveling and intermediate courses 1/2-inch and thicker and overbuild courses when these courses are placed with a paving machine. Density requirements will be in accordance with the provisions of the first paragraph of 330AA-10.3 (Density Control- Nuclear Method), Table 330AA-2 and Table 330AA-3. Approval for a change on patching courses, variable thickness leveling courses placed with motor graders and open-graded friction courses will not be granted.

330AA-10.1.2 Compaction at Crossovers, Intersections, etc.

When a separate paving machine is being used to pave the crossovers, the compaction of the crossovers may be done by one 8- to 10-ton tandem steel roller. If crossovers, intersections and acceleration and deceleration lanes are placed with the main run of paving, a traffic roller shall also be used in the compaction of these areas.

330A-10.1.3 Rolling Procedures

The initial rolling shall be longitudinal. Where the lane being placed is adjacent to a previously placed lane, the center joint shall be pinched or rolled, prior to the rolling of the rest of the lane.

Rolling shall proceed across the mat, overlapping the adjacent pass by at least six inches. The motion of the roller shall be slow enough to avoid displacement of the mixture, and any displacement shall be corrected at once by the use of rakes, and the addition of fresh mixture if required. Final rolling shall be continued until all roller marks are eliminated.

330A-10.1.4 Speed of Rolling

Rolling with the self-propelled, pneumatic-tired rollers shall proceed at a speed of 6 to 10 miles per hour, and the area covered by each roller shall not be more than 4,000 square yards per hour, except that for Type S Asphaltic Concrete, this maximum rate of coverage shall be 3,000 square yards per hour.

330A-10.1.5 Number of Pneumatic-tired Rollers Required

A sufficient number of self-propelled pneumatic-tired rollers shall be used to assure that the rolling of the surface for the required number of passes will not Delay any other phase of the laying operation nor result in excessive cooling of the mixture before the rolling is complete. In the event that the rolling falls behind, the laying operation shall be discontinued until the rolling operations are sufficiently caught up.

330A-10.1.6 Compaction of Areas Inaccessible to Rollers

Areas which are inaccessible to a roller (such as areas adjacent to curbs, headers, gutters, bridges; manholes, etc.) shall be compacted by the use of hand tamps or other satisfactory means.

330A-10.1.7 Rolling Patching and Leveling Courses

Self-propelled pneumatic-tired rollers shall be used for the rolling of all patching and leveling courses. Where the initial leveling course is placed over broken concrete pavement, the pneumatic-tired roller shall weigh at least 15 tons. For Type S-III Asphaltic Concrete leveling courses, the use of a steel-wheeled roller, to supplement the traffic rollers, will be required. On other leveling courses, the use of a steel-wheeled roller will be required on all passes after the first.

330A-10.1.8 Correcting Defects

The rollers shall not be allowed to deposit gasoline, oil or grease onto the pavement, and any areas damaged by such deposits shall be removed and replaced as directed by the Engineer. While rolling is in progress, the surface shall be tested continuously and all discrepancies corrected to comply with the surface requirements. All drippings, fat or lean areas and defective construction of any description shall be removed and replaced. Depressions which develop before the completion of the rolling shall be remedied by loosening the mixture and adding new mixture to bring the depressions to a true surface. Should any depression remain after the final compaction has been obtained, the full depth of the mixture shall be removed and replaced with sufficient new mixture to form a true and even surface. All high spots, high joints and honeycomb shall be corrected as directed by the Engineer. Any mixture remaining unbonded after rolling shall be removed and replaced. Any mixture which becomes loose or broken, mixed or coated with dirt or in any way defective, prior to laying the wearing course shall be removed and replaced with fresh mixture which shall be immediately compacted to conform with the surrounding area.

330A-10.1.9 Use of Traffic Roller on First Overbuild Course

A self-propelled pneumatic-tired roller shall be used on the first overbuild course. Coverage shall be a minimum of five passes.

330A-10.1.10 Use of Traffic Roller on First Structural Layer Placed on a Milled Surface

A self-propelled pneumatic-tired roller shall be used on the first structural layer placed on a milled surface. Coverage shall be a minimum of three passes.

330A-10.2 Provisions Applicable to Shoulder Pavement Only

Shoulder pavements wider than three feet shall be compacted by the use of Equipment of the type required for other asphaltic concrete pavements. Density determinations will be required on shoulder pavements wider than three feet when the thickness is one-inch or greater. These density determinations (including the control strip) will be separate from the pavement lane even when the pavement lane and shoulder are placed in the same pass.

Density determinations will not be required on asphaltic concrete or sand-asphalt hot mix shoulders three feet or less in width. The compactive effort shall be done by the use of tandem steel rollers not exceeding 12 tons in weight. In restricted areas other Equipment that will effectively exert a compactive effort may be approved by the Engineer. The Contractor shall state

what Equipment and compactive effort (coverage) is proposed to be used. This must be approved by the Engineer before the Contractor starts the operation. Where sand-asphalt hot mix shoulders are constructed within the limits of curb and gutter, compaction shall be done by light weight rolling Equipment, approved by the Engineer, which will not displace the previously constructed curb and gutter.

330A-10.3 Density Control

330A-10.3.1 Density Control Nuclear Method

The in-place density of each course of asphalt mix construction, with the exceptions of patching courses, leveling and intermediate courses less than one-inch thick or a specified spread rate less than 100 pounds per square yard, overbuild courses where the minimum thickness is less than one-inch, and open-graded friction courses, shall be determined by the use of the Nuclear Density Backscatter Method as specified by FM 1-T238 (Method B). The required density of a completed course shall be at least 98 percent of the average density of the control strip.

330A-10.3.2 Control Strips

One or more control strips shall be constructed for the purpose of determining the control strip density. A control strip shall be constructed at the beginning of asphalt construction and one thereafter for each successive course. Any change in the composition of the mix will require the construction of a new control strip. The Engineer may require an additional control strip when he deems it necessary to establish a new control strip density or conform the validity of the control strip density being used at that time. The Contractor may request a conformation of the control strip density also. The control strip must be constructed as a part of a normal day's run. The Contractor will not be permitted to construct the control strip separately.

The length of the control strip shall be 300 feet, regardless of the width of the course being laid. When the control strip is to be constructed for the first day of asphalt construction or at the beginning of a new course, it shall be started between 500 and 1,000 feet from the beginning of the paving operation. The thickness of the control strip shall be the same as that specified for the course of which it is a part. The control strip will be constructed using the same mix, the same paving and rolling Equipment and the same procedures as those used in laying the asphalt course of which the control strip is to become a part. Every control strip will remain in place and become a portion of the completed Roadway.

When the compaction of the control strip has been completed, ten density determinations will be made at random locations within the control strip. No determinations will be made within one foot of any unsupported edge. The average of these ten determinations will be the Control Strip Density. For purposes of determining the percent of Laboratory density, as required in Table 330AA-2, a correction factor will be developed from cores or by direct transmission nuclear determination where applicable.

(a) The lab density shall be calculated to the nearest 0.01 percent and rounded to the nearest 0.1 percent.

In the event that a control strip meeting the requirements of Table 330AA-2 is not obtained, and this particular mix, layer, etc., is completed on the project, density shall be evaluated in accordance with FM 5-543 (Determining Density of Asphalt Pavement Layers When a Valid Control strip is not obtained).

Table 330AA-2

Roadway Requirements for Bituminous Concrete Mixes

Mix Type	Density*	Minimum Control Strip Density (%)	Surface* Tolerance
S-I	X	96 Lab. Dens.	X
S-II	X	96 Lab. Dens.	X
S-III	X	96 Lab. Dens.	X
Type II	X	96 Lab. Dens.	X
Type III	X	96 Lab. Dens.	X
SAHM	X	96 Lab. Dens.	X
ABC-1	X	96 Lab. Dens.	**
ABC-2	X	96 Lab. Dens.	**
ABC-3	X	96 Lab. Dens.	**
FC-1	X	96 Lab. Dens.	X
FC-2	No Density Required	96 Lab. Dens.	X
FC-4	X	96 Lab. Dens.	X

*X – Denotes that test is required.
** – Shall meet the straightedge requirements of 200-7.

330A-10.3.3 LOTs

For the purpose of acceptance and partial payment, each day's production will be divided into Lots. The standard size of a Lot shall consist of 5,000 lineal feet of any pass made by the paving train regardless of the width of the pass or the thickness of the course. Pavers traveling in echelon will be considered as two separate passes. When at the end of a day's production or the completion of a given course or at the completion of the project, a partial Lot occurs, then the Lot size will be redefined as follows: If the partial Lot contains one or two sublots with their appropriate test results, then the previous full-size Lot will be redefined to include this partial Lot and the evaluation of the Lot will be based on either six or seven sublot determinations. If the partial Lot contains three or four sublots with their appropriate test results, this partial Lot will be redefined to be a whole Lot and the evaluation of it will be based on the three or four sublot determinations.

For the standard size Lot (5,000 lineal feet), five density determinations - one for each sublot - will be made at random locations within the Lot. but not to be taken within one foot of any unsupported edge. The random locations will be determined by the use of statically derived random number tables furnished by the Department. These will also be used for partial Lots, For the Contractor to receive full payment for density, the average density of a Lot will be a minimum of 98.0 percent

of the control strip density. Once the average density of a Lot has been determined the Contractor will not be permitted to provide additional compaction to raise the average.

330A-10.3.4 Acceptance: The completed pavement will be accepted with respect to density on a Lot basis. Partial payment will be made for those Lot's that have an average density less than 98.0 percent of the Control Strip Density based on the following schedule:

Table 330AA-3 Payment Schedule for Density	
Percent of Control Strip Density*	**Percent of Payment**
98.0 and above	100
97.0 to less than 98.0	95
96.0 to less than 97.0	90
**Less than 96.0	75

*In calculating the percent of control strip density, *do not round off* the final percentage.

**If approved by the Engineer based on an engineering determination that the material is acceptable to remain in place, the Contractor may accept the indicated partial pay, otherwise the Department will require removal and replacement at no cost. The Contractor has the option to remove and replace at no cost to the Department at any time.

330A-10.3.5 Density Requirements for Small Projects

For projects less than 1,000 linear feet in length and Bridge projects with approaches less than 1,000 linear feet each side, the requirements for control strips and nuclear density determination will not apply. The Contractor will use the standard rolling procedures as specified in 330A-10. The provisions for partial payment do not apply to these small projects.

330A-11 Joints

330A-11.1 Transverse Joints

Placing of the mixture shall be as continuous as possible and the roller shall not pass over the unprotected end of the freshly laid mixture except when the laying operation is to be discontinued long enough to permit the mixture to become chilled. When the laying operation is thus interrupted, a transverse joint shall be constructed by cutting back on the previous run to expose the full depth of the mat.

330A-11.2 Longitudinal Joints

For all layers of pavement except the leveling course, placing of each layer shall be accomplished to cause longitudinal construction joints to be offset 6 to 12 inches laterally between successive layers. The Engineer may waive this requirement where offsetting is not feasible due to the sequence of construction.

330A-11.3 General: When fresh mixture is laid against the opposite edges of joints (trimmed or formed as provided above), it shall be placed in close contact with the exposed edge so that an even, well-compacted joint will be produced after rolling.

330A-12 Surface Requirements

330A-12.1 Contractor Responsibility

The Contractor shall be responsible for obtaining a smooth surface on all pavement courses placed and therefore should straightedge all intermediate and final courses with a I5-foot rolling straightedge. A I5-foot manual straightedge shall be furnished by the Contractor and shall be available at the job site at all times during the paving operation for checking joints and surface irregularities.

330A-12.2 Texture of the Finished Surface of Paving Layers

The finished surface shall be of uniform texture and compaction. The surface shall have no pulled, tom, or loosened portions and shall be free of segregation, sand streaks, sand spots, or ripples. Any area of the surface which does not meet the foregoing requirements shall be corrected in accordance with 330A-12.4.

Unless written permission is obtained, asphalt concrete mixtures containing aggregates which will cause a different color appearance shall not be used in the final wearing surface in sections less than one mile in length.

330A-12.3 Acceptance Testing for Surface Tolerance

330A-12.3.1 General

Acceptance testing for surface tolerance will be applicable to pavement lanes and ramps, where the width is constant, and shall include all construction joints.

Intersections, tapers, crossovers, transitions at beginning and end of project, and similar areas will not be tested for surface tolerance with the rolling straightedge as provided below. However, any individual surface irregularity in these areas in excess of 3/8 inch as determined by a 15-foot straightedge, and deemed by the Department to be objectionable, shall be corrected in accordance with 330A-12.4.

When the Department is ready to perform acceptance testing for surface tolerance, the Contractor shall provide the required traffic control in accordance with standard maintenance of traffic requirements specified in the Contract. The cost of this traffic control shall be included in the Contract Bid prices for the asphalt items.

The Contractor shall also provide a representative to be present during the entire operation of straight edging for acceptance purposes.

330A-12.3.2 Test Method

Acceptance testing shall consist of one pass of a standard IS-foot rolling straightedge operated along the centerline of each lane tested. This does not preclude acceptance testing lit other locations within the lane being tested.

330A-12.3.3 Acceptance Criteria for Last Layer Prior to Friction Course

The Contractor shall furnish and operate an acceptable 15-foot rolling straightedge for testing of the last layer prior to the friction course as directed by the Engineer and supervised by project personnel. All deficiencies in excess of 3/16-inch shall be corrected in accordance with 330A-12.4 and retested as necessary prior to placement of the friction course. Where the final surface is not a friction course, acceptance criteria shall be in accordance with 330A-12.3.4.

330A-12.3.4 Acceptance Criteria for Final Surface or Friction Course

Upon completion of the final surface or friction course, district Materials personnel will test the finished surface with a 15-foot rolling straightedge. All deficiencies in excess of 3/l6th inch shall be corrected in accordance with 330A-12.4, except that correction by overlaying will not be permitted when the final surface is a friction course.

The Engineer may waive corrections specified above if an engineering determination indicates that the deficiencies are sufficiently separated so as not to significantly affect the ride quality of the pavement and corrective action would unnecessarily mar the appearance of the finished pavement.

Where the Engineer elects to waive correction and the finished pavement surface is a friction course, the pay quantity for Asphaltic Concrete Friction Course will be reduced by the amount of friction course which would have been removed and replaced if the correction had been made (100 ft. X lane width).

Where the Engineer elects to waive a correction and the finished pavement surface is other than a friction course, the appropriate pay quantity for Asphaltic Concrete shall be reduced by the equivalent quantity of Materials which would have been removed and replaced if the correction had been made.

(a) Where the pay quantity is in square yard, the reduction is based on the area which would have been removed (100 feet X lane width) multiplied by the ratio of the layer thickness to the total thickness of the type of mix specified.

(b) Where the pay quantity is in tons, the reduction is based on the volume which would have been removed (100 feet X lane width X layer thickness) multiplied by the Laboratory density for the mix.

330A-12.4 Correcting Unacceptable Pavement

The Contractor has the option of selecting one of the following methods unless overlaying is prohibited in accordance with 330A-12.3.4:

(a) Removing and Replacing: If correction is made by removing and replacing the pavement, the removal must be for the full depth of the course and extend at least SO feet on either side of the defective area, for the full width of the paving lane.

(b) Overlaying: If correction is made by overlaying, the overlay shall cover the length of the defective area and taper uniformly to a featheredge thickness at a minimum distance of SO feet on either side of the defective area. The overlay shall extend full width of the Roadway. Care shall be taken to maintain the specified cross slope. The mix used for the overlay may be adjusted as necessary for this purpose by the District Bituminous Engineer.

(c) Other Methods: For courses which will not be the final pavement surface, correction of minor straightedge deficiencies by methods other than specified above shall be approved by the District Bituminous Engineer.

The cost of all corrective Work, either by removing and replacing or by overlaying, shall be borne by the Contractor.

330A-13 Protection or Finished Surface

Sections of newly compacted asphaltic concrete which are to be covered by additional courses shall be kept clean until the successive course is laid.

No dumping of embankment or base material directly on the pavement will be permitted. Dressing of shoulders shall be completed before placement of the friction course on adjacent pavement.

Blade graders operating adjacent to the pavement during shoulder construction shall have a two-inch by eight-inch (or larger) board (or other attachment providing essentially the same results) attached to their blades in such manner that it extends below the blade edge, in order to protect the pavement surface from damage by the grader blade.

To prevent rutting or other distortion, sections of newly finished dense-graded friction course and the last structural layer prior to the friction course shall be protected from traffic until the surface temperature has cooled below 160°F.

The Contractor may use artificial methods to cool the pavement to expedite paving operations. The Department may direct the Contractor to use artificial cooling methods when, in the opinion of the Engineer, maintenance of traffic requires opening the pavement to traffic at the earliest possible time.

330A-14 Correcting Deficient Thickness

330A-14.1 Allowable Deficiencies

When the pavement is to be paid for on a square yard basis, the thickness shall be determined from the length of the co-borings, as specified in 330A-15.1. The maximum allowable deficiency from the specified thickness shall be as follows:

(1) For pavement of a specified thickness of 2 1/2 inches or more: 1/2 inch.

(2) For pavement of a specified thickness of less than 2 1/2 inches: 1/4 inch.

330A-14.2 Pavement Exceeding Allowable Deficiency in Thickness

330A-14.2.1 When Deficiency is Seriously in Excess

Where the deficiency in thickness is: (1) in excess of 3/8 inch, for pavement of less than 2 1/2 inches in specified thickness, or, (2) in excess of 3/4 inch, for pavement of specified thickness of 2 1/2 inches or more, the Contractor shall correct the deficiency either by replacing the full thickness for a length extending at least 50 feet from each end of the deficient area, or (when permitted by the Engineer) by overlaying as specified in 330A-14.2.3.

As an exception to the above, pavement outside the main Roadway area (acceleration and deceleration lanes and crossovers) may be left in place, without compensation when 80 permitted by the Engineer, even though the thickness deficiency exceeds the tolerance specified above.

The Contractor will receive no compensation for any pavement removed, nor for the Work of removing such pavement.

330A-14.2.2 When Deficiency is Not Seriously in Excess

When the deficiency in the thickness of the pavement is over 1/4 inch but not more than 3/8 inch, for pavement of specified thickness less than 2 1/2 inches; or when the deficiency in thickness is over 1/2 inch but not more than 3/4 inch, for pavement of specified thickness of 2 1/2 inches or greater; the Contractor will be allowed to leave such pavement in place, but without compensation. The areas of such pavement for which no square yard payment will be made shall be the product of the total distance between acceptable cores, multiplied by the width of the lane which was laid at the particular pass in which deficient thickness was indicated. All costs of the overlaying and compacting sha11 he borne by the Contractor.

330A-14.2.3 Correcting Deficiency by Adding New Surface Material

For any case of excess deficiency of the pavement, the Contractor will be permitted, if approved by the Engineer for each particular location, to correct the deficient thickness by adding new surface material and compacting to the same density as the adjacent surface. The area to f be corrected and the thickness of new material added shall be as specified in 330A-12.3.

All costs of the overlaying and compacting shall be borne by the Contractor.

330A-15 Calculations for Thickness of Pavement to be Paid for (Applicable Only Where the Pavement is to be Paid for by the Square Yard)

330A-15.1 Core Borings

When the Department is ready to core the finished asphalt construction for thickness as required for acceptance testing, the Contractor shall provide the required traffic control in accordance with standard maintenance of traffic requirements specified in the Contract. The cost of this traffic control shall be included in the Contract Bid prices for the asphalt items.

The Contractor shall provide a representative to be present during the entire coring operations for acceptance purposes.

The thickness of the pavement shall be determined from the length of cores, at least two inches in diameter, taken at random points on the cross section and along the Roadway. Each core shall represent a section of Roadway no longer than 200 feet regardless of the number of lanes. Thickness determinations for paved shoulders and widening shall be separate from the mainline Roadway and shall represent a section no longer than 400 feet for each shoulder or- widening. The average thickness shall be determined from the measured thicknesses, and in accordance with the procedure and criteria specified herein.

If the Contractor believes that the number of cores taken by the Department is insufficient to properly indicate the thickness of the pavement, he may request the Department to make additional borings at locations designated by him. The cost of these additional borings shall be deducted from any sums due the Contractor unless such borings indicate that the pavement within the questioned area is of specified thickness.

330A - 15. 2 Criteria for Calculations DELETE AND SUBSTITUTE THE FOLLOWING:

The calculation for asphaltic concrete pavement to be paid for under this section shall be the area in square yards completed and accepted with the length to be used in the calculation being the actual length measured along the surface and the width as shown on the Plans. The thickness to be paid shall be as shown on the Typical Section in the Plans.

Areas of deficient thickness - pavement which is left in place with no compensation (as specified in 330A-14.2), shall not be taken into account in the calculation.

Where areas of defective surface or deficient thickness are corrected by overlaying with additional material, the thickness used in the calculations shall be the thickness specified on the Typical Section for such areas.

END OF SECTION

SECTION 331
TYPE S ASPHALTIC CONCRETE

SECTION 331 IS ADDED TO THIS SPECIFICATION

331-1 Description

This Section specifies the Materials, the composition, and physical test properties for Type S Asphaltic Concrete (Type S-I, Type S-II or Type S-III as specified by the Contract or when offered as alternates. The composition, and physical test properties for all mixes, including Type S Asphaltic Concrete (S-I, S-II and S-III) are shown in the following Table 331-1 and Table 331-2.

Where Type S Asphaltic Concrete is specified in the Contract, if approved by the Engineer, the Contractor may also select Type S-III Asphaltic Concrete as an alternate for the final surface (no friction course specified) and as the final layer of structural course only, prior to the friction course. Type S-II Asphaltic Concrete will not be permitted as the final layer prior to the friction course. Requirements for plant and Equipment shall be as specified in Section 320. General construction requirements shall be as specified in Section 330A.

Table 331-1

Percent By Weight Total Aggregate Passing Sieves*

Type	3/4	½	3/8	No.4	No. 10	No. 40	No. 80	No. 200
S-I	100	88-100	75-93	47-75	31-53	19-35	7-21	2-6
S-II**	83-98	71-87	62-78	47-63	33-49	19-35	9-18	2-6
S-III		100	88-100	60-90	40-70	20-45	10-30	2-12
Type II		100	90-100	80-100	55-90			2-10
Type III		100	80-100	65-100	40-75	20-45	10-30	0-12
SAHM		100						0-12
ABC-1		100						0-12
ABC-2		100			55-90			2-10
ABC-3***	70-100			30-70	20-60	10-40		2-8
FC-1		100			55-85			2-5
FC-2****		100	85-100	10-40	4-12			2-6
FC-4		100			75-90			2-6

*In inches, except where otherwise indicated. Number sieves are U.S. Standard sieve series.
**100% passing 1 1/4-inch sieve and 94-100% passing I-inch sieve.
***100% passing 1 1/2-inch sieve.
****The design range for the No. 10 sieve may be increased for lightweight aggregates.

Table 331-2
Marshall Design Properties for
Bituminous Concrete Mixes

Mix Type	Minimum Marshall Stability (lbs.)	Flow* (0.01 in.)	Minimum VMA (%)	Air Voids (%)	Minimum Effective Asphalt Content (%)
S-I	1500	8-14	14	3-5	5.0
S-II	1500	8-14	13	3-5	5.0
S- III	1500	8-14	15	3-7	5.5
Type II	500-750	7-16	18	5-16	6.0
Type III	750-1000	7-16	15	5-12	5.5
SAHM	300-500	7-16	15	5-16	6.0
ABC-1	500	7-16	15	5-16	6.0
ABC-2	750	7-16	15	5-14	5.5
ABC-3	1000	8-14	14	3-7	5.0
FC-1	500	7-14	15	8-14	5.5
FC-2	-	-	-	-	-
FC-4	500	7-14	15	12-16	5.0

*The maximum Flow for the mix design shall be one point less than shown in the Table. The maximum Flow values shown apply only during production.

Work will be accepted on a LOT to LOT basis in accordance with the applicable requirements of Sections 5, 6, and 9. The size of the LOT will be as specified in 331-5 for the bituminous mixture produced at the plant and as stipulated in 330A-10 and 330A-12 for the material placed on the Roadway.

331-2 Materials

331-2.1 General Specifications

The Materials used shall conform with the requirements specified in Division III. Specific references are as follows:

(1) Asphalt Cement Viscosity Grade AC-30	916-1
(2) Mineral Filler	917-1 and 917-2
(3) Coarse Aggregate, Stone, Slag or Crushed Gravel	Section 901*
(4) Fine Aggregate	Section 902

*Gravel for use in asphalt concrete mixtures shall be crushed. In addition, the asphalt concrete mixtures containing crushed gravel as the course aggregate component must show no potential for stripping during Laboratory testing, before approval of the mix design.

Reclaimed Portland Cement Concrete Pavement may be used as a coarse aggregate or screenings component subject to meeting all applicable Specifications.

All Materials shipped to the asphalt plant will be sampled at their destination.

331-2.2 Specific Requirements

331-2.2.1 Condition of Aggregate

The aggregate shall be clean and shall contain no deleterious substances. Coarse or fine aggregate containing any appreciable amount of phosphate shall not be used.

331-2.2.2 Fine Aggregate and Mineral Filler

In Laboratory tests, and for the purpose of proportioning the paving mixture, all material passing the No. 10 sieve and retained on the No. 200 sieve, shall be considered as fine aggregate, and the material passing the No. 200 sieve shall be considered as mineral filler.

331-2.2.3 Screenings

Any screenings used in the combination of aggregates shall contain not more than 15 percent of material passing the No. 200 sieve. When two screenings are blended to produce the screening component of the aggregate, one of such screenings may contain up to 18 percent of material passing the No. 200 sieve, as long as the combination of the two does not contain over 15 percent material passing the No.200 sieve. Screenings may be washed to meet these requirements.

331-2.2.4 Use of Reclaimed Asphalt Pavement

Reclaimed asphalt pavement may be used as a component material of the bituminous mixture subject to the following:

1. The Contractor shall be responsible for the design of asphalt mixes which incorporate reclaimed asphalt pavement as a component part.

2. Reclaimed asphalt pavement shall not exceed 60 percent by weight of total aggregates for Asphalt Base Courses nor more than 35 percent by weight of total aggregates for Structural and Leveling Courses, Reclaimed asphalt pavement shall not be used in Friction Courses.

3. A 3 ½" grizzly shall be mounted over the reclaimed asphalt pavement cold bin. If oversize material shows up in the mix, the size of openings shall be reduced.

4. The reclaimed asphalt pavement material as stockpiled shall be reasonably uniform in characteristics and shall not contain aggregate particles which are soft or conglomerates of fines.

331-2.2.5 Recycling Agents

When reclaimed asphalt pavement is approved for use as a component material, a recycling agent meeting the requirements specified in 916A-2 shall be used in the mix.

331-3 Permissible Variation for the Coarse Aggregate

The aggregate or aggregates shipped to the job shall be sized and uniformly graded or combined in such proportions that the resulting mixture meets the grading requirements of the mix design.

331-4 General Composition of Mixture

331-4.1 General

The bituminous mixture shall be composed of a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and bituminous material. Not more than 20 percent by weight of the total aggregate used shall be silica sand or local Materials as defined in Section 902. The silica sand and local Materials contained in any reclaimed asphalt pavement material, if used in the mix, shall be considered in this limitation. The several aggregate fractions shall be sized, uniformly graded and combined in such proportions that the resulting mixture will meet the grading and physical properties of the approved mix design.
Reclaimed asphalt pavement meeting the requirements of 331-2.2.4 may be approved as a substitution for a portion of the combination of aggregates, subject to all applicable specification requirements being met.

331-4.2 Grading Requirements

In all cases, the job mix formula shall be within the design ranges specified in Table 331-1.

331-4.3 Mix Design

331-4.3.1 General

Prior to the production of any asphaltic paving mixture, the Contractor shall submit a mix design to the Engineer at least two weeks before the scheduled start of production. The following information shall be furnished:

1. The specific project on which the mixture will be used.

2. The source and description of the Materials to be used.

3. The gradation and approximate proportions of the raw Materials as intended to be combined in the paving mixture.

4. A single percentage of the combined mineral aggregate passing each specified sieve.

5. A single percentage of asphalt by weight of total mix intended to be incorporated in the completed mixture.

6. A single temperature at which the mixture is intended to be discharged from the plant.

7. The Laboratory density of the asphalt mixture, for all mixes except Open-Graded Friction Courses.

8. Evidence that the completed mixture will conform to all specified physical requirements.

9. The name of the individual responsible for the Quality Control of the mixture during production.

In lieu of the above, when reclaimed asphalt pavement is approved for use as a component material, the Contractor shall submit to the Engineer at least two weeks before the scheduled start of production in writing a proposed mix design and samples of all material components.
The following information shall be furnished with the proposed mix design for mixes containing reclaimed asphalt pavement:

1. The specific project on which the mixture will be used.

2. The source and description of the Materials to be used.

3. The gradation and approximate proportions of the raw Materials as intended to be combined in the paving mixture.

4. A single percentage of the combined mineral aggregate passing each specified sieve.

5. A single temperature at which the mixture is intended to be discharged from the plant.

6. The name of the individual responsible for the Quality Control of the mixture during production.

331-4.3.2 Revision of Mix Design

The approved mix design shall remain in effect until a change is authorized by the Engineer. A new design will be required for any change in source of aggregate.

331-4.3.3 Resistance to Plastic Flow

The submitted mix design shall include test data showing that the material as produced will meet the requirements specified in Table 331-2 when tested in accordance with FM 1-T245. Further, the bulk specific gravity of the Laboratory compacted bituminous mixture shall be determined in accordance with FM T-T166.

The percent of unfilled voids and the percent of aggregate voids filled with asphalt shall be based on the maximum specific gravity of the bituminous mixture and on the asphalt content of each group of specimens prepared from the same sample. Maximum specific gravity of the bituminous mixture shall be determined by FM 1-T-209.

331-4.4 Contractor's Quality Control

331-4.4.1 Personnel DELETE IN ITS ENTIRETY

331-4.4.2 Extraction Gradation Analysis

The bituminous mixture will be sampled at the plant in accordance with FM 1-T168. The percent bitumen content of the mixture will be determined in accordance with FM 5-544. The percent passing the standard sieves will be determined in accordance with FM 5-545. All test results will be shown to the nearest 0.01. All calculations will be carried to the 0.001 and rounded to the nearest 0.01, in accordance with the Department's rules of rounding.

The Contractor will run a minimum of one extraction gradation analysis of the mixture for each day's or part of a day's production and immediately following any change in the production process. The quality control sample of mixture for the extraction gradation analysis will be taken each day as soon as the plant operations have stabilized and the results will be obtained in a timely manner so that adjustments can be made if necessary.

Extraction gradation analysis will not be required on the days when mix production is less than 100 tons. However, when mix production is less than 100 tons per day on successive days, the test will be run when the accumulative tonnage on such days exceeds 100 tons.

The target gradation and asphalt content shall be as shown on the mix design. Any changes in target will require a change in the mix design in accordance with 331-4.3.2.

If the percentage of bitumen deviates from the optimum asphalt content by more than 0.55 percent, or the percentage passing any sieve falls outside the limits shown in Table 331-3, the Contractor will make the necessary correction. If the results for two consecutive tests deviate from the optimum asphalt content by more than 0.55 percent, or exceeds the limits as shown in Table 331-3 for any sieve, the plant operation shall be stopped until the problem has been corrected.

The Contractor will maintain control charts showing the results of the extraction gradation analysis (bitumen content and sieve analysis).

Table 331-3
Tolerances for Quality Control Tests
(Extraction Gradation Analysis)

Sieve Size	Percent Passing
1"	
7.0	
3/4"	7.0
1/2"	7.0
3/8"	7.0
No. 4	7.0
No. 10	5.5
No. 40*	4.5
No. 80*	3.0
No. 200	2.0

*Does not apply to SAHM, ABC-l or Type II.

331-4.4.3 Plant Calibration

At or before the start of mix production, a set of hot bin samples for batch or continuous mix plants or belt cut for drum mix plants will be wash graded to verify calibration of the plant. When approved by the Engineer, extraction gradation analysis of the mix may be used to verify calibration of the plant. This extraction gradation analysis may also be used to fulfill the quality control requirements for the first days' production.

331-4.4.4 Viscosity of Asphalt in Mixes Containing Reclaimed Asphalt Pavement

When reclaimed asphalt pavement is a component material, the viscosity of the asphalt material in the bituminous mixture, determined in accordance with FM 1-T202, shall be 6000 +/- 2000 poises. This determination shall be made on samples obtained by the Department on a random basis at a frequency of approximately one per 2000 tons of mix.
If the viscosity is determined to be out of the specified tolerance, the Contractor shall adjust the recycling agent formulation or blend of reclaimed asphalt material used in the mixture to bring the viscosity within tolerance.

331-5 Acceptance of The Mixture
(For This Article, the Term "Lot" Applies to Department Projects)

331-5.1 General

The bituminous mixture will be accepted at the plant, with respect to gradation and asphalt content, on a Lot to Lot basis. The material will be tested for acceptance in accordance with the provisions of 6-4 and the following requirements. However, any load or loads of mixture which, in the opinion of the opinion of the Engineer, are unacceptable for reason of being excessively segregated, aggregates improperly coated, or of excessively high or low temperature shall be rejected for use in the Work.

A standard size Lot at the asphalt plant shall consist of 4000 tons with four equal sublots of 1000 tons each.

A partial Lot may occur due to the following:

(1) The completion of a given mix type on a project.

(2) an approved Lot termination by the Engineer due to a change in process, extended Delay in production, or change in mix design.

If the partial Lot contains one or two sublots with their appropriate test results, then the previous full-size Lot will be redefined to include this partial Lot and the evaluation of the Lot will be based on either five or six sublot determinations. If the partial Lot contains three sublots with their appropriate test results, this partial Lot will be redefined to be a whole Lot and the evaluation of it will be based on three sublot determinations.

When the total quantity of any mix is less than 3000 tons, the partial Lot will be evaluated for the appropriate number of sublots from n = 1 to n = 3. When the total quantity of any mix type is less

than 500 tons, the Department will accept the mix on the basis of visual inspection. The Department may run extraction and gradation analysis for information purposes; however, the provisions for partial payment will not apply.

On multiple project contracts, the Lot(s) at the asphalt plant will carry over from project to project.

331-5.2 Acceptance Procedures

The Contractor shall control all operations in the handling, preparation, and mixing of the asphalt mix so that the percent bitumen and percent passing the No.4, 10, 40 and 200 sieves will meet the approved job mix formula within the tolerance shown in Table 331-5.

Table 331-5
Tolerances for Acceptance Tests

Characteristic	Tolerance*
Asphalt Content (Extraction)	+/-0.55%
Asphalt Content (Printout)	+/-0.15%
Passing No. 4 Sieve	+/-7.00%
Passing No. 10 Sieve	+/-5.50%
Passing No. 40 Sieve**	+/-4.50%
Passing No. 200 Sieve	+/-2.00%

*Tolerances for sample size of n = 1. See Table 331-6 for other sample sizes n=2 through n=6.

**Applies only to Type S-I, S-II, S-III, FC-1 and FC-4.

Acceptance of the mixture shall be on the basis of test results on consecutive random samples from each LOT. One random sample shall be taken from each sublot. The bituminous mixture will be sampled at the plant in accordance with FM 1-T 168. The percent bitumen content of the mixture will be determined in accordance with FM 5-544. The percent passing the No.4, No. 10, No. 40 and No. 200 sieves will be determined in accordance with FM 5-545.

Calculations for the acceptance test results for bitumen content and gradation (percent passing No.4, No. 10, No. 40 and No. 200) shall be shown to the nearest 0.01. Calculations for arithmetic averages shall be carried to the 0.001 and rounded to the nearest 0.01 in accordance with the Department's rules of rounding.

When the Contractor or Producer chooses to use a storage bin for mix storage overnight or longer, the material processed in this manner will be handled as follows:

The samples of mix taken for acceptance tests on asphalt content must be taken before the mix is placed into the storage bin. Samples of mix for acceptance tests on gradation shall be taken after the mix has been removed from the storage bin.

Payment will be made on the basis of Table 331-6 Acceptance Schedule of Payment. The process will be considered out of control when any individual test result from a LOT exceeds the 90 percent

pay factor limit for the values in the "one test" column of Table 331-6. When this happens, the LOT will be automatically terminated and the percent of payment will be determined from Table 331-6.

Table 331-6

Acceptance Schedule of Payment - (Asphalt Plant Mix Characteristics)

Average of Accumulated Deviations of the Acceptance Tests from the Mix Design

Pay Factor	1-Test	2-Tests	3- Tests	4-Tests	5- Tests	6-Tests
Asphalt Cement Content (Extraction)						
1.00	0.00-0.55	0.00-0.43	0.00-0.38	0.00-0.35	0.00-0.33	0.00-0.31
0.95	0.56-0.65	0.44-0.50	0.39-0.44	0.36-0.40	0.34-0.37	0.32-0.36
0.90	0.66-0.75	0.51-0.57	0.45-0.50	0.41-0.45	0.38-0.42	0.36-0.39
0.80*	Over 0.75	Over 0.57	Over 0.50	Over 0.45	Over 0.42	Over 0.39
Asphalt Cement Content (Printout)						
1.00	0.00-0.15	0.00-0.15	0.00-0.15	0.00-0.15	0.00-0.15	0.00-0.15
0.95	0.16-0.25	0.16-0.25	0.16-0.25	0.16-0.25	0.16-0.25	0.16-0.25
0.90	0.26-0.35	0.26-0.35	0.26-0.35	0.26-0.35	0.26-0.35	0.26-0.35
0.80*	Over 0.35	Over 0.35	Over 0.35	Over 0.35	Over 0.35	Over 0.35
No. 4 Sieve **						
1.00	0.00-7.00	0.00-5.24	0.00-4.46	0.00-4.00	0.00-3.68	0.00-3.45
0.98	7.01-8.00	5.25-5.95	4.47-5.04	4.01-4.50	3.69-4.13	3.46-3.86
0.95	8.01-9.00	5.96-6.66	5.05-5.62	4.51-5.00	4.14-4.58	3.87-4.27
0.90	9.01-10.00	6.67-7.36	5.63-6.20	5.01-5.50	4.59-5.02	4.28-4.67
0.80*	Over 10.00	Over 7.36	Over 6.20	Over 5.50	Over 5.02	Over 4.67
No. 10 Sieve **						
1.00	0.00-5.50	0.00-4.33	0.00-3.81	0.00-3.50	0.00-3.29	0.00-3.13
0.98	5.51-6.50	4.34-5.04	3.82-4.39	3.51-4.00	3.30-3.74	3.14-3.54
0.95	6.51-7.50	5.05-5.74	4.40-4.96	4.01-4.50	3.75-4.18	3.55-3.95
0.90.	7.51-8.50	5.75-6.45	4.97-5.54	4.51-5.00	4.19-4.63	3.96-4.36
0.80*	Over 8.50	Over 6.45	Over 5.54	Over 5.00	Over 4.63	Over 4.36
No. 40 Sieve **						
1.00	0.00-4.50	0.00-3.91	0.00-3.65	0.00-3.50	0.00-3.39	0.00-3.32
0.98	4.51-5.50	3.92-4.62	3.66-4.23	3.51-4.00	3.40-3.84	3.33-3.72
0.95	5.51-6.50	4.63-5.33	4.24-4.81	4.01-4.50	3.85-4.29	3.73-4.13
0.90	6.51-7.50	5.34-6.04	4.82-5.3	4.51-5.00	4.30-4.74	4.14-4.54
0.80*	Over 7.50	Over 6.04	Over 5.39	Over 5.00	Over 4.74	Over 4.54
No. 200 Sieve **						
1.00	0.00-2.00	0.00-1.71	0.00-1.58	0.00-1.50	0.00-1.45	0.00-1.41
0.95	2.01-2.40	1.72-1.99	1.59-1.81	1.51-1.70	1.46-1.63	1.42-1.57
0.90	2.41-2.80	2.00-2.27	1.82-2.04	1.71-1.90	1.64-1.80	1.58-1.73
0.80*	Over 2.80	Over 2.27	Over 2.04	Over 1.90	Over 1.80	Over 1.73

*If approved by the Engineer based on an engineering determination that the material is acceptable to remain in place, the Contactor may, accept the indicated partial pay. Otherwise, the Department will require removal and replacement at no cost. The Contractor has the option to remove and replace at no cost to the Department at any time.

**When there are two or more reduced payments for these items in one LOT of material, only the greatest reduction in payment will be applied. CAUTION: This rule applies only to these four gradation test

results.
Notes:
(1) The No. 40 Sieve applies only to Type S-I, S-II, S-III, FC-l and FC-4.
(2) Deviations are absolute values with no plus or minus signs.

331-5.3 Automatic Batch Plant with Printout

Acceptance determinations asphalt content for mixtures produced by automatic batch plants with printout will be based on the calculated bitumen content using the printout of the weights of asphalt actually used. Acceptance determinations for gradations (No.4, No. 10, No. 40 and No. 2(0) will be based on the actual test results from extraction gradation analyses. Payment will be made based on the provisions of Table 331-6.

331-5.4 Acceptance on the Roadway

The bituminous mixture will be accepted on the Roadway with respect to compacted density and surface tolerance in accordance with the applicable requirements of 330A-10 and 330A-12.

331-5.5 Additional Tests

The Department reserves the right to run any test at any time for informational purposes and for determining the effectiveness of the Contractor's quality control. The Department will determine the Marshall properties, a minimum of one set per LOT, to determine whether or not the Contractor is meeting the specification requirements. Specimens will be prepared at the plant and transported to the District or Central Lab where they will be tested in accordance with FM 5-511 for Marshall stability and flow, FM 1- T 209 for maximum specific gravity, and FM 1-T166 for density. When the average value of the specimens fails to meet specification requirements for stability or flow, or the air void content is below 3.0 percent (for structural mixes only), the Contractor's plant operations may be stopped until all specification requirements can be met or until another mix design has been approved (any revisions to a mix design shall be made in accordance with 331-4.3.2). When it is determined necessary to cease operations while the problem is being resolved, the approval of the Engineer will be required before resuming production of the mix. At this time the Marshall properties must be verified,

331-6 Compensation

331-6.1 Items for Which Payment Will Be Made

For the Work specified under this Section (including the pertinent provisions of Sections 320 and 330A), payment will be made for the area of the pavement, in square yards (after adjustment to the equivalent area of specified-thickness pavement), or, when so shown, the weight of the mixture, in tons.

331-6.2 Area of Pavement for Which Payment Will Be Made

When the pavement is to be paid for on an area basis, the area to be paid for shall be field measured quantity, omitting any areas not allowed for payment under the provisions of 9-3.2, omitting any areas not allowed for payment under 330A-14.2.

The thickness to be paid for under this section is the thickness shown on the typical section in the Plans.

331-6.3 Payment by Weight of Mixture

Where the pavement is to be paid for by weight, the weight shall be determined as provided in 320-2 (including the provisions for the automatic recordation system).

331-6.4 Bituminous Material DELETE IN ITS ENTIRETY

331-6.5 Work Included in Payment Items

The Contract unit price per ton or per square yard, as applicable, shall be full compensation for all the Work specified under this Section (including the applicable requirements of Sections 320 and 330A).

Payment shall be made under:

Item No. 331-2 – Type S Asphaltic Concrete – per ton.
Item No. 331-72 – Type S Asphaltic Concrete – per square yard.

END OF SECTION

SECTION 334
SUPERPAVE ASPHALT

SECTION 334 SUPERPAVE ASPHALT – DELETE AND SUBSTITUTE THE FOLLOWING:

334-1 Description

334-1.1 General

Construct a Superpave asphalt pavement (consisting of either Hot Mix Asphalt (HMA) or Warm Mix Asphalt (WMA)) based on the type of Work specified in the Contract and the Asphalt Work Categories as defined below. Meet the applicable requirements for plants, Equipment, and construction requirements as defined below. Use an asphalt mix, either HMA or WMA, which meets the requirements of this specification.

334-1.2 Asphalt Work Mix Categories

Construction of asphalt pavement will fall into one of the following Work categories:

334-1.2.1 Asphalt Work Category 1

Includes the construction of shared use paths and miscellaneous asphalt.

334-1.2.2 Asphalt Work Category 2

Includes the construction of new asphalt turn lanes, paved shoulders and other non-mainline pavement locations.

334-1.2.3 Asphalt Work Category 3

Includes the construction of new mainline asphalt pavement lanes, milling and resurfacing.

334-1.3 Mix Types

Use the appropriate asphalt mix as shown in Table 334-1.

Table 334-1 Asphalt Mix Types

Asphalt Work Category	Mix Types	Traffic Level	ESALs (Millions)
1	Type SP-9.5	A	<0.3
2	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	B	0.3 to <3
3	Structural Mixes: Types SP-9.5 or SP-12.5 Friction Mixes: Types FC-9.5 or FC-12.5	C	≥3

A Type SP or FC mix one traffic level higher than the traffic level specified in the Contract may be substituted, at no additional cost (i.e. Traffic Level B may be substituted for Traffic Level A, etc.). Traffic levels are as defined in Section 334 of the Florida Department of Transportation's (FDOT's) Specifications.

334-1.4 Gradation Classification

The Superpave mixes are classified as fine and are defined in 334-3.2.2. The equivalent AASHTO nominal maximum aggregate size Superpave mixes are as follows:

Type SP-9.5, FC-9.5	9.5 mm
Type SP-12.5, FC-12.5	12.5 mm

334-1.5 Thickness

The total pavement thickness of the asphalt pavement will be based on a specified spread rate or plan thickness as shown in the Contract Documents. Before paving, propose a spread rate or thickness for each individual layer meeting the requirements of this specification, which when

combined with other layers (as applicable) will equal the plan spread rate or thickness. When the total pavement thickness is specified as plan thickness, the plan thickness and individual layer thickness will be converted to spread rate using the following equation:

Spread rate (lbs/yd^2) = t x G_{mm} x 43.3

Where: t = Thickness (in.) (Plan thickness or individual layer thickness)
G_{mm} = Maximum specific gravity from the mix design

For target purposes only, spread rate calculations shall be rounded to the nearest whole number.

334-1.5.1 Layer Thicknesses

Unless otherwise called for in the Contract Documents, the allowable layer thicknesses for asphalt mixtures are as follows:

Type SP-9.5, FC-9.5	3/4 to 1-1/2 inches
Type SP-12.5, FC-12.5	1-1/2 to 2-1/2 inches

334-1.5.2 Additional Requirements

The following requirements also apply to asphalt mixtures:

1. When construction includes the paving of adjacent shoulders (less than or equal to 5 feet wide), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless otherwise called for in the Contract Documents.

2. For overbuild layers, use the minimum and maximum layer thicknesses as above unless called for differently in the Contract Documents. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness will be as specified below, unless called for differently in the Contract Documents.

Type SP-9.5	3/8 to 2 inches
Type SP-12.5	1/2 to 3 inches

3. Variable thickness overbuild layers may be tapered to zero thickness provided the Contract Documents require a minimum of 1-1/2 inches of mix placed over the variable thickness overbuild layer.

334-1.6 Weight of Mixture

The weight of the mixture shall be determined as provided in 320-3.2 of the FDOT Specifications.

334-2 Materials

334-2.1 Superpave Asphalt Binder

Unless specified elsewhere in the Contract or in 334-2.3.3, use a PG 67-22 asphalt binder from the FDOT's Approved Products List (APL). If the Contract calls for an alternative asphalt binder, meet the requirements of FDOT Specifications Section 336 or 916, as appropriate.

334-2.2 Aggregate

Use aggregate capable of producing a quality pavement. For Type FC mixes, use an aggregate blend that consists of crushed granite, crushed Oolitic limestone, other crushed Materials (as approved by FDOT for friction courses per Rule 14-103.005, Florida Administrative Code), or a combination of the above. Crushed limestone from the Oolitic formation may be used if it contains a minimum of 12% silica material as determined by FDOT Test Method FM 5-510 and FDOT grants approval of the source prior to its use. As an exception, mixes that contain a minimum of 60% crushed granite may either contain:

1. Up to 40% fine aggregate from other sources; or,

2. A combination of up to 20% RAP and the remaining fine aggregate from other.

A list of aggregates approved for use in friction courses may be available on the FDOT's State Materials Office website. The URL for obtaining this information, if available, is: ftp://ftp.dot.state.fl.us/fdot/smo/website/sources/frictioncourse.pdf.

334-2.3 Reclaimed Asphalt Pavement (RAP) Material

334-2.3.1 General Requirements

RAP may be used as a component of the asphalt mixture, provided the RAP meets the following requirements:

1. When using a PG 76-22 (PMA), or PG 76-22 (ARB) asphalt binder, limit the amount of RAP material used in the mix to a maximum of 20% by weight of total aggregate. As an exception, amounts greater than 20% RAP by weight of total aggregate can be used if no more than 20% by weight of total asphalt binder comes from the RAP material.

2. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles which are soft or conglomerates of fines.

3. Provide RAP material having a minimum average asphalt binder content of 4.0% by weight of RAP. As an exception, when using fractionated RAP, the minimum average asphalt binder content for the coarse portion of the RAP shall be 2.5% by weight of the coarse portion of the RAP. The coarse portion of the RAP shall be the portion of the RAP retained on the No. 4 sieve. The Engineer may sample the stockpile to verify that this requirement is met.

4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycle mixture. If oversized RAP material appears in the completed recycle mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not immediately taken, stop plant operations.

334-2.3.2 Material Characterization

Assume responsibility for establishing the asphalt binder content, gradation, and bulk specific gravity (G_{sb}) of the RAP material based on a representative sampling of the material.

334-2.3.3 Asphalt Binder for Mixes with RAP

Select the appropriate asphalt binder grade based on Table 334-2. The Engineer reserves the right to change the asphalt binder type and grade during production based on characteristics of the RAP asphalt binder.

Table 334-2 Asphalt Binder Grade for Mixes Containing RAP	
Percent RAP	**Asphalt Binder Grade**
0 - 15	PG 67-22
16 – 30	PG 58-22
> 30	PG 52-28

334-3 Composition of Mixture

334-3.1 General

Compose the asphalt mixture using a combination of aggregates, mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the mix design. Aggregates from various sources may be combined.

334-3.2 Mix Design

334-3.2.1 General

Design the asphalt mixture in accordance with AASHTO R 35-12, except as noted herein. Submit the proposed mix design with supporting test data indicating compliance with all mix design criteria to the Engineer. Prior to the production of any asphalt mixture, obtain the Engineer's conditional approval of the mix design. If required by the Engineer, send representative samples of all component Materials, including asphalt binder to a Laboratory designated by the Engineer for verification. As an exception to these requirements, use a currently approved FDOT Mix Design.

Warm mix technologies (additives, foaming techniques, etc.) listed on the Department's website may be used in the production of the mix. The URL for obtaining this information, is: http://www.dot.state.fl.us/statematerialsoffice/quality/programs/warmmixasphalt/index.shtm.

The Engineer will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and at his discretion, the Engineer may no longer allow the use of the mix design.

334-3.2.2 Mixture Gradation Requirements

Combine the aggregates in proportions that will produce an asphalt mixture meeting all of the requirements defined in this specification and conform to the gradation requirements at design as defined in AASHTO M 323-12, Table 3. Aggregates from various sources may be combined.

334-3.2.2.1 Mixture Gradation Classification

Plot the combined mixture gradation on an FHWA 0.45 Power Gradation Chart. Include the Control Points from AASHTO M323-12, Table-3, as well as the Primary Control Sieve (PCS) Control Point from AASHTO M323-12, Table 4. Fine mixes are defined as having a gradation that passes above or through the primary control sieve control point.

334-3.2.3 Gyratory Compaction

Compact the design mixture in accordance with AASHTO T312-12, with the following exceptions: use the number of gyrations at N_{design} as designed in Table 334-3.

Table 334-3 Gyratory Compaction Requirements

Traffic Level	N_{design} Number of Gyrations
A	50
B	65
C	75

334-3.2.4 Design Criteria

Meet the requirements for nominal maximum aggregate size as defined in AASHTO M323-12, as well as for relative density, VMA, VFA, and dust-to-binder ratio as specified in AASHTO M323-12, Table 6. $N_{initial}$ and $N_{maximum}$ requirements are not applicable.

334-3.2.5 Moisture Susceptibility

Test 4 inch specimens in accordance with FDOT Test Method FM 1-T 283. Provide a mixture having a retained tensile strength ratio of at least 0.80 and a minimum tensile strength (unconditioned) of 100 pounds per square inch. If necessary, add a liquid anti-stripping agent from the FDOT's APL or hydrated lime in order to meet these criteria.

In lieu of moisture susceptibility testing, add a liquid anti-stripping agent from the FDOT's APL. Add 0.5% liquid anti-stripping agent by weight of asphalt binder.

334-3.2.6 Additional Information

In addition to the requirements listed above, provide the following information on each mix design:

1. The design traffic level and the design number of gyrations (N_{design}).

2. The source and description of the Materials to be used.

3. The FDOT source number and the FDOT product code of the aggregate components furnished from an FDOT approved source (if required).

4. The gradation and proportions of the raw Materials as intended to be combined in the paving mixture. The gradation of the component Materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation caused by handling and processing as necessary.

5. A single percentage of the combined mineral aggregate passing each specified. Degradation of the aggregate due to processing (particularly material passing the No. 200 sieve) should be accounted for and identified.

6. The bulk specific gravity (G_{sb}) value for each individual aggregate and RAP component.

7. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.
8. A target temperature for the mixture at the plant (mixing temperature) and a target temperature for the mixture at the Roadway (compaction temperature). Do not exceed a target temperature of 330°F for PG 76-22 (PMA) and PG 76-22 (ARB) asphalt binders, and 315°F for unmodified asphalt binders.

9. Provide the physical properties achieved at four different asphalt binder contents. One shall be at the optimum asphalt content, and must conform to all specified physical requirements.

10. The name of the mix designer.

11. The ignition oven calibration factor.

12. The warm mix technology, if used.

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334-4 Process Control

Assume full responsibility for controlling all operations and processes such that the requirements of these Specifications are met at all times. Perform any tests necessary at the plant and Roadway to control the process.

334-5 General Construction Requirements

334-5.1 Weather Limitations

Do not transport asphalt mix from the plant to the Roadway unless all weather conditions are suitable for the paving operations.

334-5.2 Limitations of Paving Operations

334-5.2.1 General

Spread the mixture only when the surface upon which it is to be placed has been previously prepared, is intact, firm, dry, clean, and the tack, with acceptable spread rate, is properly broken. Ensure all granular base Materials are properly primed and all asphalt base Materials are properly tacked, prior to paving.

334-5.2.2 Air Temperature

Place the mixture only when the air temperature in the shade and away from the artificial heat meets the requirements of Table 334-4. The minimum ambient temperature requirement may be reduced by 5°F when using a warm mix technology, if mutually agreed to by both the Engineer and the Contractor.

Table 334-4 Ambient Air Temperature Requirements for Paving

Layer Thickness or Asphalt Binder Type	N_{design} Number of Gyrations
≤1 inch	50
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation ≥ 76°C	45
Any mixture > 1 inch containing a PG asphalt binder with a high temperature designation < 76°C	40

334-5.3 Mix Temperature

Heat and combine the ingredients of the mix in such a manner as to produce a mixture with a temperature at the plant and at the Roadway, within a range of plus or minus 30°F from the target temperature as shown on the mix design. Reject all loads outside of this range. For warm mix asphalt, the Contractor may produce the first five loads of the production day and at other times when approved by the Engineer, at a hot mix asphalt temperature not to exceed 330°F for purposes of heating the asphalt paver. For these situations, the upper tolerance of +30°F does not apply.

334-5.4 Transportation of the Mixture

Transport the mix in trucks of tight construction, which prevents the loss of material and the excessive loss of heat and previously cleaned of all foreign material. After cleaning, thinly coat the inside surface of the truck bodies with soapy water or an asphalt release agent as needed to prevent the mixture from adhering to the beds. Do not allow excess liquid to pond in the truck body. Do not use a release agent that will contaminate, degrade, or alter the characteristics of the asphalt mix or is hazardous or detrimental to the environment. Petroleum derivatives (such as diesel fuel), solvents, and any product that dissolves asphalt are prohibited. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so it can be tied down. Cover each load during cool and cloudy weather and at any time it appears rain is likely during transit with a tarpaulin or waterproof cover. Cover and tie down all loads of friction course mixtures.

334-5.5 Preparation of Surfaces Prior to Paving

334-5.5.1 Cleaning

Clean the surface of all loose and deleterious material by the use of power brooms or blowers, supplemented by hand brooming where necessary.

334-5.5.2 Patching and Leveling Courses

As shown in the Plans, bring the existing surface to proper grade and cross-section by the application of patching or leveling courses.

334-5.5.3 Application Over Surface Treatment

Where an asphalt mix is to be placed over a surface treatment, sweep and dispose of all loose material from the paving area.

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334-5.5.4 Tack Coat

Use a rate of application as defined in Table 334-5. Control the rate of application to be within plus or minus 0.01 gallon per square yard of the target application rate. The target application rate may be adjusted by the Engineer to meet specific field conditions. Determine the rate of application as needed to control the operation. When using PG 52-28, multiply the target rate of application by 0.6.

Table 334-5 Tack Coat Application Rates

Asphalt Mixture Type	Underlying Pavement Surface	Target Tack Rate (gal/yd^2)
Base Course, Structural Course, Dense Graded Friction Course	Newly Constructed Asphalt Layers	0.03 minimum
	Milled Surface or Oxidized and Cracked Pavement	0.06
	Concrete Pavement	0.08

334-5.6 Placing Mixture

334-5.6.1 Alignment of Edges

With the exception of pavements placed adjacent to curb and gutter or other true edges, place all pavements by the stringline method to obtain an accurate, uniform alignment of the pavement edge. Control the unsupported pavement edge to ensure that it will not deviate more than plus or minus 1.5 inches from the stringline.

334-5.6.2 Rain and Surface Conditions

Immediately cease transportation of asphalt mixtures from the plant when rain begins at the Roadway. Do not place asphalt mixtures while rain is falling, or when there is water on the surface to be covered. Once the rain has stopped and water has been removed from the tacked surface to the satisfaction of the Engineer and the temperature of the mixture caught in transit still meets the requirements as specified in 334-5.3, the Contractor may then place the mixture caught in transit.

334-5.6.3 Checking Depth of Layer

Check the depth of each layer at frequent intervals to ensure a uniform spread rate that will meet the requirements of the Contract.

334-5.6.4 Hand Work

In limited areas where the use of the spreader is impossible or impracticable, spread and finish the mixture by hand.

334-5.6.5 Spreading and Finishing

Upon arrival, dump the mixture in the approved paver, and immediately spread and strike-off the mixture to the full width required, and to such loose depth for each course that, when the Work is completed, the required weight of mixture per square yard, or the specified thickness, is secured. Carry a uniform amount of mixture ahead of the screed at all times.

334-5.6.6 Thickness Control

Ensure the spread rate is within 10% of the target spread rate, as indicated in the Contract. When calculating the spread rate, use, at a minimum, an average of five truckloads of mix. When the average spread rate is beyond plus or minus 10% of the target spread rate, monitor the thickness of the pavement layer closely and adjust the construction operations.

If the Contractor fails to maintain an average spread rate within plus or minus 10% of the target spread rate for two consecutive days, the Engineer may elect to stop the construction operation at any time until the issue is resolved.

When the average spread rate for the total structural or friction course pavement thickness exceeds the target spread rate by plus or minus 50 pounds per square yard for layers greater than or equal to 2.5 inches or exceeds the target spread rate by plus or minus 25 pounds per square yard for layers less than 2.5 inches, address the unacceptable pavement in accordance with 334-5.10.4, unless an alternative approach is agreed upon by the Engineer.

334-5.7 Leveling Courses

334-5.7.1 Patching Depressions

Before spreading any leveling course, fill all depressions in the existing surface as shown in the Plans.

334-5.7.2 Spreading Leveling Courses

Place all courses of leveling with an asphalt paver or by the use of two motor graders, one being equipped with a spreader box. Other types of leveling devices may be used upon approval by the Engineer.

334-5.7.3 Rate of Application

When using Type SP-9.5 for leveling, do not allow the average spread of a layer to be less than 50 pounds per square yard or more than 75 pounds per square yard. The quantity of mix for leveling shown in the Plans represents the average for the entire project; however, the Contractor may vary the rate of application throughout the project as directed by the Engineer. When leveling in connection with base widening, the Engineer may require placing all the leveling mix prior to the widening operation.

334-5.8 Compaction

For each paving or leveling train in operation, furnish a separate set of rollers, with their operators.

When density testing for acceptance is required, select Equipment, sequence, and coverage of rolling to meet the specified density requirement. Regardless of the rolling procedure used, complete the final rolling before the surface temperature of the pavement drops to the extent that effective compaction may not be achieved or the rollers begin to damage the pavement.

When density testing for acceptance is not required, use a rolling pattern approved by the Engineer.

Use hand tamps or other satisfactory means to compact areas which are inaccessible to a roller, such as areas adjacent to curbs, headers, gutters, bridges, manholes, etc.

334-5.9 Joints

334-5.9.1 Transverse Joints

Construct smooth transverse joints, which are within 3/16 inch of a true longitudinal profile when measured with a 15-foot manual straightedge meeting the requirements of FDOT Test Method FM 5-509. These requirements are waived for transverse joints at the beginning and end of the project and at the beginning and end of Bridge structures, if the deficiencies are caused by factors beyond the control of the Contractor such as no milling requirement, as determined by the Engineer. When smoothness requirements are waived, construct a reasonably smooth transitional joint.

334-5.9.2 Longitudinal Joints

For all layers of pavement except the leveling course, place each layer so that longitudinal construction joints are offset 6 to 12 inches laterally between successive layers. Do not construct longitudinal joints in the wheel paths. The Engineer may waive these requirements where offsetting is not feasible due to the sequence of construction.

334-5.10 Surface Requirements

Construct a smooth pavement with good surface texture and the proper cross slope.

334-5.10.1 Texture of the Finished Surface of Paving Layers: Produce a finished surface of uniform texture and compaction with no pulled, torn, raveled, crushed or loosened portions and free of segregation, bleeding, flushing, sand streaks, sand spots, or ripples. Correct any area of the surface that does not meet the foregoing requirements in accordance with 334-5.10.4.

In areas not defined to be a density testing exception per 334-6.4.1, obtain for the Engineer, three 6 inch diameter Roadway cores at locations visually identified by the Engineer to be segregated. The Engineer will determine the density of each core in accordance with FDOT Test Method FM 1-T 166 and calculate the percent G_{mm} of the segregated area using the average G_{mb} of the Roadway

cores and the representative PC G_{mm} for the questionable material. If the average percent G_{mm} is less than 90.0, address the segregated area in accordance with 334-5.10.4.

334-5.10.2 Cross Slope

Construct a pavement surface with cross slopes in compliance with the requirements of the Contract Documents.

334-5.10.3 Pavement Smoothness

Construct a smooth pavement meeting the requirements of this Specification. Furnish a 15-foot manual and a 15-foot rolling straightedge meeting the requirements of FDOT Test Method FM 5-509.

334-5.10.3.1 Straightedge Testing

334-5.10.3.1.1 Acceptance Testing

Perform straightedge testing in the outside wheel path of each lane for the final (top) layer of the pavement. Test all pavement lanes where the width is constant using a rolling straightedge and document all deficiencies on a form approved by the Engineer. Notify the Engineer of the location and time of all straightedge testing a minimum of 48 hours before beginning testing.

334-5.10.3.1.2 Final (Top) Pavement Layer

At the completion of all paving operations, straightedge the final (top) layer either behind the final roller of the paving train or as a separate operation. Address all deficiencies in excess of 3/16 inch in accordance with 334-5.10.4, unless waived by the Engineer. Retest all corrected areas.

334-5.10.3.1.3 Straightedge Exceptions

Straightedge testing will not be required in the following areas: shoulders, intersections, tapers, crossovers, sidewalks, shared use paths, parking lots and similar areas, or in the following areas when they are less than 250 feet in length: turn lanes, acceleration/deceleration lanes and side Streets. The limits of the intersection will be from stop bar to stop bar for both the mainline and side Streets. In the event the Engineer identifies a surface irregularity in the above areas that is determined to be objectionable, straightedge and address all deficiencies in excess of 3/8 inch in accordance with 334-5.10.4.

334-5.10.4 Correcting Unacceptable Pavement

Correct deficiencies in the pavement layer by removing and replacing the full depth of the layer, extending a minimum of 50 feet on both sides (where possible) of the defective area for the full width of the paving lane, at no additional cost.

334-6 Acceptance of the Mixture

334-6.1 General

The asphalt mixture will be accepted based on the Asphalt Work Category as defined below:

1. Asphalt Work Category 1 – Certification by the Contractor as defined in 334-6.2.

2. Asphalt Work Category 2 – Certification and process control testing by the Contractor as defined in 334-6.3.

3. Asphalt Work Category 3 – Process control testing by the Contractor and acceptance testing by the Engineer as defined in 334-6.4.

334-6.2 Certification by the Contractor

On Asphalt Work Category 1 construction, the Engineer will accept the mix on the basis of visual inspection. Submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications. The Engineer may run independent tests to determine the acceptability of the material.

334-6.3 Certification and Process Control Testing by the Contractor

On Asphalt Work Category 2 construction, submit a Notarized Certification of Specification Compliance letter on company letterhead to the Engineer stating that all material produced and placed on the project meets the requirements of the Specifications, along with supporting test data documenting all process control testing as described in 334-6.3.1. If required by the Contract, utilize an Independent Laboratory as approved by the Engineer for the process control testing. The mix will also require visual acceptance by the Engineer. In addition, the Engineer may run independent tests to determine the acceptability of the material. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-6.3.1 Process Control Sampling and Testing Requirements

Perform process control testing at a frequency of once per day. Obtain the samples in accordance with FDOT Method FM 1-T 168. Test the mixture at the plant for gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). Measure the Roadway density with 6 inch diameter Roadway cores at a minimum frequency of once per 1,500 feet of pavement with a minimum of three cores per day.

Determine the asphalt binder content of the mixture in accordance with FDOT Method FM 5-563. Determine the gradation of the recovered aggregate in accordance with FDOT Method FM 1-T 030. Determine the Roadway density in accordance with FDOT Method FM 1-T 166. The

minimum Roadway density will be based on the percent of the maximum specific gravity (G_{mm}) from the approved mix design. If the Contractor or Engineer suspects that the mix design G_{mm} is no longer representative of the asphalt mixture being produced, then a new G_{mm} value will be determined from plant-produced mix, in accordance with FDOT Method FM 1-T 209, with the approval of the Engineer. Roadway density testing will not be required in certain situations as described in 334-6.4.1. Assure that the asphalt binder content, gradation and density test results meet the criteria in Table 334-4.

Table 334-4 Process Control and Acceptance Values	
Characteristic	**Tolerance**
Asphalt Binder Content (percent)	Target ± 0.55
Passing No. 8 Sieve (percent)	Target ± 6.00
Passing No. 200 Sieve (percent)	Target ± 2.00
Roadway Density (daily average)	Minimum 90.0% of G_{mm}

334-6.4 Process Control Testing by the Contractor and Acceptance Testing by the Engineer

On Asphalt Work Category 3, perform process control testing as described in 334-6.3.1. In addition, the Engineer will accept the mixture at the plant with respect to gradation (P_{-8} and P_{-200}) and asphalt binder content (P_b). The mixture will be accepted on the Roadway with respect to density. The Engineer will sample and test the material as described in 334-6.3.1. The Engineer will randomly obtain at least one set of samples per day. Assure that the asphalt content, gradation and density test results meet the criteria in Table 334-4. Material failing to meet these acceptance criteria will be addressed as directed by the Engineer such as but not limited to acceptance at reduced pay, delineation testing to determine the limits of the questionable material, removal and replacement at no cost to the agency, or performing an Engineering analysis to determine the final disposition of the material.

334-6.4.1 Acceptance Testing Exceptions

When the total quantity of any mix type in the project is less than 500 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may run independent tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, variable thickness overbuild courses, leveling courses, any asphalt layer placed on Subgrade (regardless of type), miscellaneous asphalt pavement, shared use paths, crossovers, or any course with a specified thickness less than 1 inch or a specified spread rate less than 100 pounds per square yard. Density testing for acceptance will not be performed on asphalt courses placed on Bridge decks or approach slabs; compact these courses in static mode only. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet continuous in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes, or ramps. Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side Streets. Compact these courses in accordance with a standard rolling procedure approved by the Engineer. In the event that the rolling procedure deviates from the approved procedure, placement of the mix will be stopped.

334-7 Method of Measurement

For the Work specified under this Section, the quantity to be paid for will be the weight of the mixture, in tons.

The Bid price for the asphalt mix will include the cost of the liquid asphalt and the tack coat application as specified in 334-5.5.4. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

334-8 Basis of Payment

334-8.1 General
Price and payment will be full compensation for all the Work specified under this Section.

END OF SECTION

SECTION 570
PERFORMANCE TURF

575-3 CONSTRUCTION METHODS – DELETE AND SUBSTITUTE THE FOLLOWING:

575-3 Construction Methods

Test the area requiring sod per Section 162-5 and forward results to the Engineer. Apply finish soil layer material in accordance with Section162 if determined by the Engineer. Fertilize at the rate as shown in Section 570. If soil layer is not determined to be used on areas to receive sod, scarify or loosen the areas to a depth of 6 inches. On areas where the soil is sufficiently loose, particularly on shoulders and fill slopes, the Engineer may authorize the elimination of the ground preparation. Limit preparation to those areas that can be sodded within 72 hours after preparation. Prior to sodding, thoroughly water areas and allow water to percolate into the soil. Allow surface moisture to dry before sodding to prevent a muddy soil condition.

END OF SECTION

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SECTION 580
LANDSCAPE INSTALLATION

DELETE SECTION 580 LANDSCAPE INSTALLATION, AND SUBSTITUTE THE FOLLOWING, AS AMENDED:

580-1.00 General

580-1.01 Scope of Work

Provide all labor, Materials, Equipment and incidentals required to prepare site to final grade, install landscape trees, plants, sod and irrigation systems in accordance with the Plans and as specified. These Specifications are inclusive of a required guarantee, replacements, clean-up, maintenance services, and maintenance of traffic, all of which shall be included in the unit Bid price for each tree. These Specifications apply to all projects throughout Palm Beach County assigned to the Contractor.

580-1.02 Related Work Specified Elsewhere

Section 585 – Site Maintenance: These provisions shall apply to all Work in Section 580 - Landscape Installation as appropriate.

580-1.03 General Requirements

Refer to the Florida Dept. of Transportation Standard Specifications for Road and Bridge Construction, 2010, as the general operating specification document, however Section 580 Landscaping is deleted and replaced with these Specifications for LANDSCAPE INSTALLATION (SECTION 580) and the SITE MAINTENANCE (SECTION 585). Maintenance of traffic requirements are described in the Contract Documents.

- Comply with all applicable federal, state, county and local codes, ordinances and regulations governing this Work.

- The Work shall be coordinated with other trades to prevent conflicts.

- All planting shall be performed by personnel familiar with planting and maintenance of traffic procedures and under the supervision of a qualified landscape foreman, who shall be on-site at all times during the Work.

- Finish Grade: The Contractor shall verify with the Department that final grade has been achieved and shall perform fine grading if so directed by the Department. The Contractor is responsible for any trees or palms that are planted prior to achieving final grade.

- Prior to commencing Work, the Contractor shall visit the site and ascertain all site conditions, including utilities, structures, slopes, access and available Work space to preclude any misunderstandings and to ensure a trouble-free installation. It shall be the Contractor's

responsibility to avoid conflicts with existing underground and overhead utilities and structures. The Contractor shall examine available utility Plans and notify the Department of any conflicts and needed adjustments.

- The Contractor shall notify all utilities servicing the Work area at least 48-hours prior to any excavation so that underground utilities may be located. The Contractor has the responsibility to contact **Sunshine State One-Call of Florida, Inc. at 1-800-432-770** to schedule marking locations of the utilities which subscribe to their service.

- The Contractor shall also call (561) 641-3429 for Palm Beach County Water Utility Locations and call (561) 233-3900 for Palm Beach County Traffic Control Utility Locations. In general, the location of trees will be adjusted rather than adjusting the location of utilities or structures. Refer to 580-3.02 for related requirements.

- Prior to the preparation of planting holes, the Contractor shall ascertain the on-site location of, and take necessary precautions to avoid damage to, all above-ground and underground utilities, underdrain trenches, electrical cables, conduits, utility lines, oil tanks, supply lines, pavement, curbing, traffic control devices, pedestrian signals, building structures, or waterproofing. The Contractor shall properly maintain and protect all such improvements. The Contractor shall be responsible for the cost to repair all damages to such improvements caused by his operations.

- The use of mechanical Equipment within five (5') feet of any building or structure to move plants or Materials shall be approved by the Department prior to its use.

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580-1.04 Applicable Documents

A. Plant nomenclature shall conform to the names given in "The New Royal Horticultural Society Dictionary of Gardening", which is the source cited by the current February, 1998 edition of Florida Grades and Standards for Nursery Plants, by the Florida Dept. of Agriculture and Consumer Services, Division of Plant Industry (henceforth called Florida Grades and Standards).

1. Names of varieties not included therein shall conform generally with names accepted in the nursery trade.

2. Substitutions will be permitted only upon submission of proof that any specified plant is not obtainable or suitable for the location as specified on the plan and upon written authorization of the Department.

B. The Contractor is obligated to be familiar with and understand the following documents in order to comply with the requirements therein to properly perform the Work contemplated in this Contract:

1. All Plans and documents within the Bid package set.

2. The Florida Grades and Standards, (February, 1998 edition).

3. The Florida Dept. of Transportation Standard Specifications for Road and Bridge Construction, (2000 edition – as general operating specification document, excluding Section 580, Landscaping).

4. The Florida Dept. of Transportation, Roadway, and Traffic Design Standards, (January, 2000 edition).

5. The Palm Beach County Streetscape Standards Manual, (current edition).

6. The Manual of Uniform Traffic Control Devices for Streets and Highways, by the Federal Highway Administration, (current edition).

7. The State of Florida Manual on Traffic Control and Safe Practices, (current edition).

8. The Manual of Uniform Minimum Standards for Design, Construction, and Maintenance of Streets and Highways, by F.D.O.T. (current edition).

580-1.05 Quality Control

A. Substitution of Materials and products specified herein, including those meeting "or accepted equal" clauses, shall not be permitted without written authorization from the Department.

B. Plants shall have a habit of growth that is normal for the species and shall be sound, healthy, vigorous and free from insect pests, fungi plant diseases and injuries. No sod with obvious chinch bug or mole cricket damage will be accepted. Any sod roots that appear to be diseased or the detected presence of grubs or other insects within the soil base will result in the sod being rejected.

C. Trees (other than palms) shall be heavily branched and shall have a dominant leader and no crossing branches.

D. All single-trunked palms shall have straight vertical trunks, not re-curved trunks, unless otherwise specifically directed in writing by the Department.

E. Turf grass to be used is St. Augustine "Floratam" and/or Argentine Bahia, Paspalum notatum 'argentine' as indicated in the Plans and pay item notes. Seed and sod shall conform to Section 981 of the FDOT 2004 Standard Specifications for Road and Bridge Construction. The sod must be obtained from a sod farm that has been inspected and certified by the Florida Dept. of Agricultural and Consumer Services, Division of Plant Industry, as free of burrowing nematodes. The sod must exhibit a dark green color and be free of weeds and foreign matter. It must have a leaf blade density of at least 90% and be free of any diseased or insect-damaged leaf tissue. The soil base of the sod must be a minimum of ¾" thick and a maximum of 2" thick and contain a healthy root system as indicated by turgid feeder roots that are white in color.

The Contractor shall be responsible to become familiar with the site and shall match adjacent properties with similar species of sod, or as otherwise specified on the Plans. The cost for the varied species of sod will be paid under the unit price for Sodding, SY. Such price and payment shall be full compensation for all Work and Materials (top soil, fertilizer and water) specified in this Section, including the excavation of the trench for the sod, and the satisfactory disposal of excavation material.

F. Plant material shall be Florida Grade No. 1 or better as outlined under the current edition of Florida Grades and Standards.

1. All plants not listed in Florida Grades and Standards, shall conform to a Florida Grade No. 1 as to: (1) health and vitality; (2) condition of foliage; (3) root system; (4) freedom from pest or mechanical damage; (5) heavily branched and densely foliated according to the accepted normal shape of the species.

2. Undersizing plant Materials or substituting one species or cultivar for another are Contract violations, but have no bearing on plant grading. Undersizing or substituting species or cultivars may be permitted only if authorized by the Department in writing.

3. Verification of specified grades are to be determined at the time of delivery (even for trees inspected, accepted, and tagged by the Contractor with the Department at respective nurseries). Grades determined at the time of delivery inspection or during the course of conducting a regrading inspection shall be based on the growth characteristics and condition of the plant at the time of grading. The grade shall not be based on any future or

predicted growth potential of the plant. Each tree shall be maintained by the Contractor to Florida Grade No. 1 standards until the date of written Final Acceptance by the Department for that tree. The Department is the final authority to determine if a tree does or does not meet Florida Grade No. 1 standards, including health and vigor of the tree.

4. If at any time during plant installations, the Department believes that any trees are not of the specified grade, the Department may, at their discretion, request a regrading inspection by the Division of Plant Industry. Upon the findings provided thereby, the Department may seek further remedy by requesting replacement of plant Materials or other corrective actions, including, but not limited to, legal redress.

G. The Department shall have the right, at any stage of the operations, to reject any and all Work and Materials, which, in the Department's opinion, do not meet the requirements of these Specifications or aesthetically do not comply with design intent. Trees that are scarred or damaged during delivery or off-loading will be rejected.

H. Plant Materials, as proposed by the Contractor, are required to be inspected, accepted and tagged at the respective nurseries by the Contractor with the Department prior to any delivery to the project site, unless waived by the Department in writing. If such waiver is granted, the Department will inspect and approve representative plant material samples at the project site or at the respective nurseries prior to delivery to the project site. Waivers will only apply to the specific projects (Work Orders) and species designated by the Department. Certificates of Nursery Origin may be required for plant Materials not tagged by the Contractor with the Department.

580-1.06 Certificate of Inspection:

A. All shipments of plant material shall originate from state registered nurseries which have undergone regular inspections by the authorized State Agencies prior to delivery to the project site.

B. State inspection certificates certifying respective plant nurseries of origin shall accompany the bill of lading or invoices. Any certificates of inspection required by the state for specific species also will be provided additionally. Any required transportation documents are to be submitted with invoices as back-up.

C. Contractor shall furnish the Department with copies of manufacturer's literature, labels, samples, certifications, Material Safety Data Sheets, and Laboratory analytical data for fertilizers, mulch, planting soil backfill mix, chemicals, staking/guying Materials and other products as appropriate, prior to use or application on any project.

580-1.07 Measurements:

A. The minimum acceptable size of all plants measured after pruning, with branches in normal positions, shall conform to the measurements as shown on landscape Plans and conform to the

Florida Grades and Standards. Deviations from these measurements must be approved in writing by the Department.

B. The caliper (diameter) of tree trunks is measured six (6") inches above ground level for trees with calipers up to and including four (4") inches in caliper, and twelve (12") inches above the ground for larger trees.

C. The caliper (diameter) of palm tree trunks is to be taken at the widest portion of trunk measured between 1' and 3' above the soil line.

580-1.08 Shipment and Delivery:

A. Contractor shall notify the Department, a minimum of 48-hours in advance (excluding weekends and Holidays), of all plant material deliveries. Contractor shall be responsible for delivery, storage, and security of all Materials specified.

B. Plant Materials shall be protected from sun-scalding and weather and adequately packed to prevent breakage and drying during transit and storage.

C. The Department will exercise its option to inspect, select and assist the Contractor with the tagging of plant Materials at the nursery proposed by the Contractor unless waived as in ITEM 580 -1.05 H.

D. Tamper-resistant identification tags supplied by the Contractor and placed on all trees and palms selected for installation, shall show no evidence of tampering upon inspection for Initial Acceptance (of installation). These tags shall be removed following the Department's Initial Acceptance (of installation).

E. Plants which do not meet Specifications for quality or size herein stated, or plants that show improper handling, or arrive on-site in an unsatisfactory condition (as described in Florida Grades and Standards), will be rejected. Rejected plants shall immediately be removed, disposed of, and replaced with accepted nursery stock of like variety, size, and age. These plants shall be replaced without additional cost to the Department.

F. Initial acceptance of plant material for initial payment will be given only after material is planted and after meeting requirements prescribed herein.

580-1.09 Tree Transplanting:

A. The Contractor shall provide tree transplanting services as requested by the Department. This service is to be performed by the Contractor within an agreed upon period of receipt of a Work Order. Trees transplanted within 90 days of original installation by the Contractor shall carry the balance of the warranty as specified in ITEM 585 -1.11. No warranties shall apply to trees installed more than 90 days prior to transplantation or trees installed by other parties.

B. Transplanted trees shall be watered for the balance of the warranty period or for a period of 30 days for non-warrantied trees. Watering procedures must adhere to the Specifications designated in ITEM 580 -2.06 and SECTION 585 -SITE MAINTENANCE.
C. Palm tree transplanting procedures include digging, loading, transporting, re-planting with Project Engineer approved backfill material and restaking. The original planting hole must be backfilled and sodded.

D. Hardwood tree transplanting procedures include root pruning of established trees, digging, loading, transporting, replanting with approved backfill material and restaking. The original planting hole must be backfilled with suitable material at the direction of the Project Engineer.

580-2.00 Products

580-2.01 Planting Soil Backfill Mix

A. All planting areas (except as directed by the Project Engineer) shall be backfilled with a mixture of prepared plant soil mix as shown below to be accepted by the Department prior to use on each project site. Terrasorb AG (super-absorbent water retainer as manufactured by Industrial Services International, Inc.), or similar product accepted in writing by the Department, shall be added to all non-irrigated planting soil backfill mixes at the rate specified by the manufacturer.

B. This Work shall consist of removing surface debris and then excavating a planting hole and blending compost with the excavated soil to improve soil quality and plant growth. The Planting Soil Backfill Mix shall be created on the project site by uniformly mixing compost with the excavated soil of the planting hole at a 1:3 ratio (25% compost: 75% excavated soil). Backfill and firm the soil blend around the rootball within the planting hole, as described under Part III – Execution. This specification applies to all types of containerized and balled and burlapped plant material.

C. Compost shall be a stabilized mixture derived from organic wastes such as food and agricultural residues, animal manure, mixed solid waste and biosolids (treated sewage sludge) that meet all State Environmental Agency requirements. The product shall be well composted (mature compost, not green compost), free of viable weed seeds and nematodes and contain material of a generally humus nature capable of sustaining growth of vegetation, with no Materials toxic to plant growth.

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Compost shall have the following properties:

Parameters	Range
pH	5.5 – 8.0
Moisture content	35% - 55%
C:N ratio	15 – 30:1
Organic matter	> 50%
Particle size	< 1 inch
Soluble salts	< 4.0 mmhos (dS)
Bulk density	< 1000 lbs/cuyd
Foreign matter	< 1% by weight

D. This specification covers the properties of **AllGro ™** as distributed by: **AllGro**, 4 Liberty Lane West, Hampton, NH 03842, telephone (800) 662-2440. The Contractor shall utilize **AllGro** compost, or Department-accepted equal, as directed above.

580-2.02 Plant Material

A. The words "Plant Materials" or "Plants" or "Trees" refer to and include trees and palms. "Plant Materials" shall also refer to accent plants, ground covers and woody ornamentals. When the words "palms" or "palm trees" are utilized, no reference to other tree types is intended. When the words "trees (excluding palms)" are utilized, no other reference to palm trees is intended.

B. Plant species shall conform to those species and cultivars indicated on the Plans and in the Specifications.

C. Plants shall be sound, healthy, vigorous, free from plant diseases, insect pests or their eggs and shall have healthy normal growth and root systems. Tree trunks shall have the specified caliper, straight with no fresh cuts, fissures, scrapes, or scars, and shall have the specified clear trunk height, overall height, spread, and rootball size, as applicable. Container grown plant Materials shall be "Florida Fancy" as described in Florida Grades and Standards , Shrubs, Groundcovers and Vines.

D. The species and varieties furnished by the Contractor shall include those listed below and/or substitutions mutually agreed upon by the Contractor and the Department. The basis to be used for comparison of plants to be substituted in the respective categories shall be plant descriptions and wholesale prices as described in Betrock Information Systems' PlantFinder.

E. Trees are required to be one of the following:

1. Container Grown

    a. Plastic containers: Trees grown in plastic or other rigid containers shall be well established and in the container for at least 60 days, and not root-bound. Minimum container size guidelines will follow those established by Florida Grades and Standards.

b. Fabric containers: Minimum rootball size will follow the guidelines established in Florida Grades and Standards. Trees grown in fabric bags should be properly root-pruned and hardened-off in the nursery following harvesting for 45-90 days.

c. All slash pines and wax myrtles are required to be container-grown for entire lives before planting on project sites.

2. Field Grown: Shall have the appropriate root ball size based on the tree's trunk diameter (caliper) and/or height as established by the Florida Grades and Standards. Rootball depth on balled and burlapped (B&B) stock (excluding palms) shall be at least 2/3 of the rootball diameter shown. Field grown trees should be properly root-pruned and hardened-off in the nursery for a period of 45-90 days, and will be inspected by the Department for new root growth.

a. Field grown balled and burlapped (B&B) trees are usually specified on the unit Bid price plant list, however upon Department approval, well established non-root bound container plants may be substituted for B&B material, when all other requirements, Specifications, and unit Bid prices of B&B trees are adhered to.

b. Natural fabric burlap is to be utilized. Synthetic woven plastic fabrics and wire baskets are prohibited unless the Department provides written approval.

F. Collected plants shall not be used unless specifically called for in the Specifications or accepted in writing by the Department. The type, size, and availability of specific species will be the basis of selection of any collected plants.

G. All plants for this project are to be secured from state registered nurseries within the south and central Florida areas (as defined by Betrock Information Systems' PlantFinder geographic regions) unless authorized in writing by the Department.

580-2.03 Quantities

A. The quantities shown in the leader call-outs in the Plans govern the required installed quantities. The Plant List summarizing quantities is provided as a reference only. The Contractor is responsible for his own take-off. Discrepancies must be brought to the Department's attention, in writing, at the time of ordering plant Materials.

B. The Department reserves the right to adjust the number and locations of the designated types and species of plants to be used at any of the locations shown. The Department shall make payment based on the actual quantities installed as approved in writing by the Department.

580-2.04 Fertilizer for Plantings

A. Provide commercial grade granular fertilizer uniform in composition, dry and in a free-flowing condition for application by suitable Equipment, delivered in unopened bags or containers, each fully labeled and complying with Florida State fertilizer laws.

B. Provide a complete fertilizer with proper ratio of nitrogen (N), phosphorus (P), and potassium (K) for the species, including micronutrient trace elements of iron, manganese, zinc, copper, and boron. Provide acid-based, slow-release (sulfur coated) formulas with at least 50% slow-release of nitrogen and potassium.

C. For non-flowering trees, use 10-4-12 high sulfur, iron, and potash; and for flowering trees, use 15-4-11 high sulfur, iron, potash, magnesium, and manganese – both to be acid based, slow-release nitrogen (sulfur coated) to include minor elements (or accepted equal).

D. For palm trees use a 'palm special type' 8-4-10 to include minor elements, very high sulfur, manganese, magnesium, and iron; 50% slow-release nitrogen and potassium; and acid-based (sulfur coated) or accepted equal.

E. For accent plants, ground covers and woody ornamentals, use 16-4-8 that includes micro nutrients, 25% sulfur coated area, 50% slow release nitrogen, or accepted equal.

580-2.05 Top Mulch

A. Mulch shall be recycled, not harvested wood, and made entirely from the wood and bark of the Melaleuca quinquenervia tree, eucalyptus tree, cypress tree milling by-product, or mixed hardwoods. NO CYPRESS MULCH SHALL BE USED ON STATE ROADS. The mulch shall be shredded, cleaned, sized, and aged (heated) to destroy weed seeds, pathogens, and insects. It shall not contain more than 10% (by volume) bark. Shredded pieces of mulch shall not be larger than ¾" diameter and 1-1/2" in length. Mulch shall be free of weeds, seeds (including Melaleuca spp. seeds), soil, and any other organic or inorganic material.

B. Prior to its delivery, mulch shall have been inspected and certified by the Florida Dept. of Agriculture and Consumer Services, Division of Plant Industry, as free of burrowing nematodes. All proof of delivery shall bear official State of Florida stamp of inspection and certification (Grade AA or A). Deliver in bags or bulk by the cubic yard.

C. All material specified shall be processed specifically for use as mulch around trees and plant beds. The use of construction wood or wooden pallets (which do not decompose and/or may harbor pests), the use of fresh-wood mulch (which deprives surrounding plants of nitrogen), or the use of color dyed mulches, is prohibited.

580-2.06 Water

Contractor shall provide water, labor, and Equipment (including a self-canceling nozzle with a diffuser) necessary to distribute water as required for all installed Materials using hand-watering methods. Existing or proposed irrigation systems will not be relied on to provide water for newly planted Materials. Use water free of elements toxic to plant and/or animal life. Refer to SECTION SM – SITE MAINTENANCE for detailed watering Specifications.

580-2.07 Guying and Staking Material

A. Support stakes, braces, battens, and anchor stakes pads shall be structurally sound, #2 grade, yellow pine, or #2 cedar; free of knot holes, splinters, checks, or cracks, and sized and arranged as per details on plan.

1. Minimum nominal size of vertical stakes: 2"x4" with the length adjusted as appropriate for proper staking relative to tree height or as per Specifications/details.

2. Minimum nominal size of angled braces: 2"x4" with the length adjusted as appropriate for proper staking relative to tree height as per Specifications/details.

3. Anchor stake pads for braces to be 2"x4" and a minimum of 12" long.

4. Battens for braces to be 2"x 4" and a minimum of 12" long.

B. Banding at brace battens for heavy trunked palms and specified trees shall be minimum 1" steel manufactured specifically for banding – minimum two (2) bands per palm. Wrap palm trunks (excluding Washington palms) with minimum of five (5) layers of heavy nursery grade, burlap cloth before installing battens.

C. For small trees using vertical support stakes, trunks shall be secured to such stakes with guying material that is wide, smooth, sturdy and flexible plastic or rubber such as Wellington tape or accepted equal. Guying tape to connect trunk to support stake at 90°. This flexible tape shall replace the traditional guy wire and hose method in order to avoid damage to trunk and branches.

D. Unless the appropriate painting Bid item is included in the applicable Work Order, then all vertical stakes, angled braces, anchor stake pads, and/or battens shall be provided and installed as natural, unpainted wood. When the appropriate painting Bid item number is included in the applicable Work Order, then the wood for all vertical stakes, angled braces, anchor stake pads, and/or battens shall be painted Forest Green using Behr exterior grade flat latex paint, or accepted equal, such that there is complete coverage of all surfaces. This painting shall be done prior to delivery of the wood staking and bracing material to the planting site. The only painting allowed at the planting site will be minor touch-up by brush only for saw cuts, abrasions, nicks, etc. There shall be no spray painting at the planting site. Care shall be exercised to avoid wet paint coming into contact with the tree/palm, Wellington tape, banding, or burlap.

To the extent that painted vertical stakes, angled braces, anchor stake pads, and/or battens are proposed by the Contractor for re-use, then in addition to meeting other specification requirements, they shall receive a fresh, complete coat of the above specified paint. This complete paint coverage shall be maintained in good condition until staking and bracing Materials are removed from the planting site. The Department reserves the right, at its discretion, for the Department to paint staking and bracing material.

580-2.08 Root Barrier Material

The Contractor shall provide and install rigid root barrier, DeepRoot UB 48-2 by Urban Landscape Products, or flexible fabric root barrier, Typar Biobarrier Root Control System as manufactured by Reemay, Inc., or accepted equal, as directed by the Department or as indicated in the Plans or as required by the permitting agencies. All safety precautions and installation procedures prescribed by the manufacturer shall be adhered to.

580-3.00 Execution

580-3.01 General

A. The Contractor's Work shall conform to accepted horticultural practices as used in the trade, unless specifically directed to the contrary by the Contract Documents or otherwise by the Department.

B. Plants shall be protected upon arrival at the site by being thoroughly watered and properly maintained until planted. Plants shall be provided complete shade until installation, unless directed differently by the Department. If a balled and burlapped (B&B) tree is not planted within 12-hours of delivery then the rootball shall be kept covered with a moist material to prevent drying of root growth tips until planting. Plants shall not remain unplanted on-site for a period exceeding 24-hours. All sod must be installed within 72 hours of harvest from the source farm. Any sod which is not planted within 24 hours after cutting shall be stacked in an accepted manner and maintained in a properly moistened condition. Any sod left on the Work site for more than 48 hours before installation will be rejected. All sod delivered to the Work site will be contained on 48" x 48" wooden pallets and individual pieces be no smaller than 12" x 24".

C. The Contractor shall install and maintain all plants (through final acceptance) in accordance with the requirements of the project Plans, Bid documents/Specifications, and applicable standards as listed under ITEM 580 -1.04 B.

580-3.02 Layout of Planting Holes

A. The approximate location of some existing above-ground and underground utilities, structures, and other improvements are shown on the landscape Plans for general information purposes only, and are not to be relied upon nor regarded as relieving the Contractor of responsibility for verifying exact field locations. All such improvements shall be investigated and verified in the field before starting Work. Refer to ITEM 580 -1.03 F for other applicable requirements.

B. Should the Contractor encounter overhead or underground obstructions, Median modifications, or other conditions which interfere with the specified locations for plantings, then the Contractor shall immediately notify the Department and alternate planting locations or plan modifications will be selected and approved by the Department. Trees which cannot be adjusted to accommodate such conditions and still adhere to clear sight spacing and clear zone requirements, will be eliminated.

C. Before digging of planting holes, the location and arrangement of the planting shall be marked by the Contractor. The Contractor shall notify the Department a minimum of 48-hours in advance (excluding weekends and/or Holidays). The Department shall reserve the right to approve or reject all marked tree locations which shall conform to the requirements of the Specifications, Plans, and details unless otherwise addressed above.

580-3.03 Tree and Palm Installation

A. All planting holes shall be excavated to size and depth specified herein and in accordance with the Plans and details, and backfilled with the prepared Planting Soil Backfill Mix as specified or as directed by the Project Engineer. The general planting procedures for all trees and palms, whether B&B or container grown, are similar except as noted below.

1. Container-grown trees and palms:

   (a) Any container-grown (CG) plants which have become pot-bound or for which the top system is too large for the size of the container, shall be rejected.

   (b) CG plants shall not be removed from the container until immediately before planting, and with all due care to prevent damage to the root system. At such time, all containers shall be cut and opened fully, in a manner that will not damage the root system.

   (c) Trees in containers shall be carefully removed from the pots, cans, boxes, or other containers in a manner not to damage the roots or the rootball of soil formed by the container. Scraping the rootball on the sides and bottom to stimulate new root growth outside of the existing rootball should be performed prior to placement into the hole.

2. Balled and Burlapped Trees and Palms: Always move B&B plants (except heavy trunked palms) by the rootball only. Never use the trunk as a handle to pick up or move these plants. Care should be taken not to disturb the rootball, as this would severely damage the root system. Removal of all the burlap before planting is not necessary (if it is biodegradable fabric), although the top one-third (1/3) of the burlap shall be pulled back and cut off.

   If accepted for use under ITEM 580-2.02 E.2.b, synthetic fabrics and wire baskets require special attention. Remove woven plastic fabrics and nylon twine completely after setting the plant in the hole since such nondegradable Materials can girdle stems and roots as they expand through the material. However, this practice may not be feasible when moving large trees that have been sleeved in woven plastic Materials before being placed in wire baskets. Slice the material through the wire basket and remove as much as possible to facilitate healthy root growth into the landscape soil. Once the tree is set in the planting hole, cut off all of the wire basket (that is not under the rootball) before backfilling.

3. Palms: Generally, procedures for planting balled and burlapped trees are suitable for palms. Palms shall be harvested with a rootball appropriate for the size and species of palm

per the current Florida Grades and Standards. Foliage of all palm species except Sabal palmetto shall have the leaves tied with a biodegradable twine or burlap in a bundle around the bud. Fronds shall be untied by the time of the first quarterly inspection, unless the Contractor deems this to be detrimental to the palm. Complete leaf removal at the time of digging is required when planting Sabal palmetto, however, protection is required for heart frond and bud.

B. Circular planting holes with vertical sides shall be excavated for all trees. The diameter of planting holes for all trees shall be a minimum of 1.5 times larger than the rootball, per planting details, unless prevented by site obstructions or otherwise authorized in writing by the Department. The depth of each planting hole shall be not less than 6" deeper than the height of the root ball or container as applicable and as per planting details.

C. Trees shall be set in planting holes on the specified prepared planting soil mix backfilled and brought to a height to permit the top of the rootball to be 2" above the surrounding finish grade at the completion of tree installation. This allows for some settling such that the final planting will be at the same depth the plants grew in the nursery. All trees shall be planted in a vertical position (plumb). All trees shall be handled by a padded nylon strap around the rootball for lifting purposes. Heavy-trunked palms may be lifted by the trunk provided the lifting strap is padded.

D. After placing the tree in the hole, the planting soil specified herein shall be slowly watered into place in layers and then firmly tamped to eliminate voids and air pockets and to ensure the backfill mixture is surrounding the rootball. Do not overly compact the soil to the point that it would be detrimental to the tree's health. All tamping shall be such that no trees will settle below their original growing height and the surrounding finish grade. Do not mound any soil over the roots.

E. For water retention, a minimum 6" high circular earthen berm (water ring) shall be formed around each tree such that the inside edge is located at the perimeter of the 6' wide planting hole.

F. All trees shall be thoroughly watered at the time of planting and kept adequately watered to ensure healthy Florida Grade No. 1 trees until time of final acceptance. No allowances will be made for tree or palm losses due to lack of adequate or proper watering. Following initial acceptance, the watering requirements of ITEM 585-3.01 C shall be complied with.

G. Pruning shall be done on-site after planting (with due regard to the natural form and growth characteristics of each specie) to remove damaged limbs, to remove branches falling within the required clear site window, or as directed to improve overall plant appearance. Do not remove more than 15% of branches unless otherwise approved by the Department in writing. Pruning methods shall follow standard horticultural practices using appropriate tools. Lopping, shearing, or topping of plant material will be grounds for rejection. Damaged, scarred, frayed, split, or skinned branches, limbs, or roots shall be pruned back to live wood, unless such damage, once so corrected, causes the tree to not meet the Florida Grade No. 1 standard, thus requiring tree replacement at no additional expense to the Department. The

central leader or bud shall be left intact unless severely damaged, in which case the tree will be replaced at no additional expense to the Department. Remove any tree leader dowels and fasteners at the time of planting.

H. During the course of planting, excess and waste Materials shall be removed by the end of each day's operations. When planting in an area has been completed, all debris from planting operations shall be removed and the area maintained in this finished state until final acceptance.

580-3.04 Fertilizing

After planting tree, and prior to mulching the saucer, apply the recommended types and quantities of fertilizer appropriate for tree type according to the manufacturer's recommended rate Specifications for new plantings. Apply fertilizer to the soil surface within the saucer area such that the granular fertilizer is mixed into the top 6" of soil around the edge of the root zone to the perimeter of the saucer berm and then watered in. Never allow fertilizer to touch the trunk of the tree to avoid burning by soluble salts. The use of tablet-type fertilizers such as "Agri-Form" or equal, to be placed in the planting hole prior to backfilling is also acceptable.

580-3.05 Mulching

A. Prior to mulching the saucer area around each tree, remove all weeds, debris, and rocks (over 1" diameter), and then level the soil inside the saucer area surrounded by the circular berm without covering the top of the rootball.

B. A 3" layer of the specified biodegradable mulch, suitable to the Project Engineer, shall be placed around all newly planted trees within earth berms surrounding saucers as defined in ITEM 580-3.03 E and as shown on drawings and as specified. For individual plants, the mulch shall be spread to entirely cover the saucer area within the circular earth berm. Mulch shall be installed and maintained a minimum of 3" away from the trunks of all trees. Once in place, the mulch is to be watered until saturated.

C. This 3" mulch layer shall be maintained around each tree by the Contractor until its final acceptance in order to buffer soil temperature, reduce weed competition, conserve moisture, and increase soil nutrient availability.

580-3.06 Guying and Staking

A. Guy and stake plant Materials as specified and detailed to assure upright form, and in accordance with the following:

1. All trees with calipers smaller than 2-1/2" shall be staked with three (3) vertical stakes 120° apart. All trees with calipers between 2-1/2" and 4-1/2" inclusive shall use four (4) vertical stakes 90° apart. All stakes shall be 2"x4" (with length sized relative to tree height such that stakes reach the height of major branching), set vertically at least two (2') feet into the ground, and at least 12" deep into undisturbed soil, and also set against the planting hole wall. The tree shall be centered within the stakes and held firmly in place by Wellington

Tape (or accepted equal), and tied to the stake and the tree to prevent slippage. Tighten guying tape as necessary to ensure tree is secured in upright position.

2. Heavy-trunked palm trees and trees with calipers over 4-1/2" shall be braced with a minimum of four (4) 2"x4" wood braces (with length sized relative to tree height), toe-nailed to 2"x4"x12" minimum battens which are tightly secured at two points to the tree (with 1" steel banding), at a point at least 1/3 the clear trunk height. Provide one (1) batten per brace minimum with additional battens as needed to prevent banding from touching trunk. The braces shall be set at an angle between 45° and 60° to the ground. The trunk shall be padded with five (5) layers of burlap under the battens (except for Washington palms). Braces shall be approximately 90° apart and secured underground by 2"x4"x12" minimum anchor stake pads hammered such that the deepest point is at least ten (10") inches below finish grade. Anchor stake pads shall not be exposed more than 2" above finished grade and be located no farther from the trunk than 6" from the outside toe of the earth berm around the saucer. The tree shall be centered within the braces.

B. All trees and palms shall be staked/braced on the same day as installed, and at no time shall any newly planted tree or palm remain without stakes for more than 24-hours after installation. The Department may prohibit completion of any further Work until all plant material has been appropriately staked. The Contractor's guying and staking shall prevent trees from falling or being blown over (including by high winds). The Contractor shall re-straighten, replant, and restake all trees which lean or fall, and remove all trees which are damaged due to lack of proper guying and staking within two (2) Working Days of notification by the Department. The Department will determine if the fallen tree is damaged and is to be replaced. Such decision shall not be cause for additional expense to the Department. Damaged trees shall be replaced and guyed or staked at no additional cost to the Department within 30 Calendar Days of notification occurring at quarterly inspections.

C. All guys and stakes found to be too loose or damaged shall be repaired, tightened, and/or replaced within two (2) Calendar Days of notification by the Department at no cost to the Department. Guys and stakes shall be fully maintained to provide adequate structural support for the plant providing a neat, orderly and clean appearance. In cases of stake or brace damage caused by circumstances beyond those covered in the Contract, such as vehicular accidents, the Contractor shall replace damaged stakes as specified by the Department at Bid price.

D. At the Contractor's discretion, all guying and staking material should be removed between the sixth (6th) and twelfth (12th) months following planting. At the Contractor's option, the anchor stake pads shall be either completely removed or driven into the ground such that the top of the stake is a minimum depth of 4" below grade. The Contractor shall notify the Department fifteen (15) Calendar Days prior to removing guying and staking material. Removal of guying and staking Materials shall not relieve the Contractor of any responsibilities of any warranted Materials that may be in place.

580-3.07 Maintenance Prior to Initial Acceptance (At Installation)

The Contractor's maintenance shall commence after each plant is planted and shall continue until initial acceptance (at installation), after which the formal minimum twelve (12) month maintenance/guarantee period shall commence. All maintenance operations before and after Initial Acceptance (at installation), shall be conducted consistent with Specification SECTION 585 -SITE MAINTENANCE, which includes the guarantee and replacement requirements.

The Contractor shall maintain Florida Grade No. 1 quality until final acceptance. This plant maintenance shall include watering, pruning, weeding, cultivating, mulching, fertilizing, repairing or replacing stakes and guys, replacement of sick or dead plants, resetting plants to proper grades or upright position, restoration of the circular earth berm around the saucer, protection from insects and diseases, and all other care required for proper growth and health of the plants. Proper protection of grassed areas shall be provided and any damages resulting from planting or maintenance operations shall be repaired promptly. If determined to be necessary by the Department, disturbed areas shall be re-sodded to match existing turf at no additional cost to the Department.

580-3.08 Sod Installation and Maintenance Prior to Initial Acceptance

A.. Elimination of Existing Turf Cover: Existing vegetation cover is to be sprayed with a non-selective herbicide such as Glyphosate (Roundup) or equivalent. Herbicide is to be applied at a rate of active ingredient per gallon as specified on the product label. All spraying must be done with a low volume / low pressure sprayer and applied in a manner that will minimize drift and contact with adjacent plant Materials or vehicular traffic. No spraying will be allowed under inclement weather conditions or wind in excess of 10 miles per hour. If an indicator dye is used in the spray mixture, it must not come into contact with the curb, gutter, traffic separator, or other concrete surfaces. The Contractor is responsible for the removal of any stains caused by indicator dyes to these surfaces. The resulting dead vegetation is to be raked and removed.

B. Site Preparation: The site is to be prepared for sodding by the removal of debris such as sticks, rocks, roots and litter and the establishment of final grade. The location of any existing irrigation systems are to be noted and all sprinkler heads flagged prior to the beginning of site preparation Work. All holes and depressions are to be filled with backfill material that consist of 50% sand and 50% organic soil. Existing high spots in the Median surface are to be leveled with the resulting grade facilitating the sheet-flow of water to the curb line. The soil perimeter at the inside curb line is to be excavated to a depth of ¾" to 2" to allow the top of the base of the installed sod to be flush with the top of the curb. Any soil that is spilled outside of the Median must be removed immediately.

C. Sod Installation: The sod is to be placed onto the prepared site in a pattern with staggered seams. All sodding must be done in contiguous areas with no large gaps between planting sites. Each piece of sod must be abutted against the one adjacent to it. All gaps between pieces of sod will be filled with partial sod pieces or topsoil. No gaps greater than ½" in the seams between the individual pieces of sod will be accepted. All parts of the sod must be in firm

contact with the soil surface and any corners or edges that overlap other pieces of sod must be trimmed. The sod must be kept 2 feet away from the trunks of any existing trees with a symmetrical circle of bare ground being established around each tree. All sod shall be top dressed with screened soil mixture of 75% organic soil and 25% sand that is free of rocks sticks or other debris. After the topdressing operation is completed the sod is to be compacted with a 1,000 lbs. roller.

D. Site Cleanup: All wooden pallets, partial sod pieces, piles of backfill material, Equipment and debris must be removed from the job site prior to the approval of substantial completion.

E. Irrigation: As soon as the area covered by a single zone of irrigation is sodded, the system should be activated and 0.10" to 0.25" of water applied to the sod. The newly planted sod is to be irrigated twice a day between the hours of 10:00 a.m. and 2:00 p.m., unless watering restrictions are in effect, for a period of 10 days or until a root system has been established as evidenced by substantial resistance when the sod is pulled away from the soil base.

F. Mowing: The Contractor is responsible for an initial mowing of the sod with St. Augustine "Floratam" mowed at 3" and Bahia "Argentine" at 3.5" with a rotary type mower. If the mower is equipped with a side-delivery chute a deflection device should be used to eliminate the discharge of grass clippings into Roadway lanes.

580-3.09 Installation of Accent Plants, Ground Covers and Woody Ornamentals

A. Elimination of Existing Vegetative Cover: shall conform to the Specifications contained within ITEM 580 -3.08 A.

B. Site Preparation of Planting Beds: The site is to be prepared for planting by the removal of debris such as sticks, rocks, roots and litter. The area to be planted shall be excavated to a depth of 18" and backfilled to a level of final grade with a soil mix comprised of 50% sand and 50% screened organic material such as screened muck or compost, guaranteed as weed free. All excavated material is to be removed from the planting site.

C. Installation of Plant Materials: Plant Materials shall be removed from containers prior to planting. Any rootballs containing regions of compacted or encircling roots shall be loosened by making vertical cuts to the root mass. Plant Materials shall be placed in holes that are slightly larger than the diameter of the rootball with the top of the rootball to be at or slightly above finished grade. "Terrasorb AG", or accepted equal, is to be added to the planting hole at a rate of ¼ oz. (1 tsp.) per gallon of rootball being installed, prior to backfilling. Backfilling shall be made with the specified soil mixture and shall be firmly compacted and watered-in, so that no air pockets remain.

D. Pre-emergent Herbicide Application and Mulching: The planted bed shall receive a pre-emergent granular herbicide application using "Ronstar G", or accepted equal, applied using methods and rates as specified on the manufacturer's label prior to the application of mulch. Mulch products used in bed plantings shall conform to the Specifications as listed in ITEM 580 -2.05.

580-3.10 Basis of Payment

All cost associated with the performance of this Work under this Contract including but not limited to all Materials, labor, and Equipment required to successfully establish the plant material and to complete the incidental Work shall be included in the unit Bid item price for the individual plant material.

Payment for these items shall be on an 'each' basis.

END OF SECTION

SECTION 585
SITE MAINTENANCE SPECIFICATIONS

SECTION 585 IS ADDED TO THIS SPECIFICATION

585–1.00 General

585-1.01 Work Included

A. The maintenance Work consists of providing all labor, Materials, Equipment, permits, maintenance of traffic, and incidentals necessary to perform all required landscape maintenance commencing after each tree is planted and continuing until final acceptance at the end of the maintenance/guarantee period. These Specifications apply to all projects throughout Palm Beach County assigned to the Contractor.

B. Grassed areas beyond the perimeter of the earth berm/watering saucers will be maintained by others.

585-1.02 Related Work Specified Elsewhere

Section 580 – Landscape Installation: These provisions shall apply to all Work in Section 585 Site Maintenance as appropriate.

585-1.03 General Operating Specification

Refer to the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, (2004 edition), as the general operating specification document, however Section 580, Landscaping is deleted and replaced with the Specifications for LANDSCAPE INSTALLATION (SECTION 580) and the SITE MAINTENANCE (SECTION 585) herein. Maintenance of traffic requirements are described in the Contract Documents.

585-1.04 Protection

Protect all plants, wildlife, site furniture, paved surfaces, and buildings during maintenance procedures and the application of chemicals. When using Equipment and chemicals, use according to manufacturer's directions and Specifications. Repair or replace any items damaged through improper use of Equipment or application of chemicals at no cost to the Department. Contractor shall submit a copy of the applicable pest control licenses to the Department and Material Safety Data Sheets for all products to be used for this Work. Apply all chemicals after 48-hours' notice to the Department and at a time and in such a manner that the public will not be in contact with nor have any real or imagined harm done to them by the application including, but not limited to, herbicides, insecticides, and fungicides.

585-1.05 Coordination of Maintenance Schedule

Coordinate and schedule all Work through the Department. The Contractor shall submit a detailed maintenance schedule for the minimum twelve (12) month maintenance/guarantee period (divided into anticipated quarterly Work Plans) to the Department for review within fifteen (15) Calendar Days of receipt of Work Order and before Initial Acceptance (of installation).

585-1.06 Quality of Operation

Provide the maintenance services in a professional manner and keep all areas in a clean, orderly, and safe condition, satisfactory to the Department at all times. Abide by all applicable federal, state, and local laws, ordinances, and regulations.

585-1.07 Personnel

A. During all maintenance Work hours, provide a qualified, English speaking and competent person in the Work area who is authorized to supervise the maintenance operations and to represent and act for the Contractor.

B. All personnel shall be required to wear proper attire which, as a minimum, includes a standard shirt carrying company name and/or logo, present a good appearance and maintain a professional code of conduct.

C. All personnel shall take lunch breaks and use restroom facilities in appropriate areas off site.

585-1.08 Equipment

A. All vehicles shall be maintained in good working order, affixed with a company name/logo, painted, with no visible rust and shall be parked on pavement in public areas only. Provide protection of paving from loading ramps. Use tarps/plywood to protect from oil.

B. Fueling mowers, edgers, etc. shall be completed prior to unloading Equipment. Re-fueling, addition of oil, etc. shall be done with care and preferably over concrete. Any damage to asphalt or sod/planted areas from gas, oil or chemical spills shall be fully corrected by Contractor.

C. No storage or provision for storage shall be made on site for maintenance Equipment or Materials. Contractor shall be responsible for transporting Equipment and Materials to the site and off site in sealed or secured containers and vehicles as required, unless specifically allowed by written agreement.

585-1.09 Monthly Reports

On or before the tenth day of each month, submit for approval a written report describing in detail all Work performed by the Contractor under this Contract during the past month (including replacement, mulching, fertilizing, pruning, and chemical application activities). The report shall also include: dates of site inspection(s) by qualified personnel as described in ITEM 585 -1.07; observations of the general health and vitality of all plantings; the locations and severity of any pests encountered; detailed descriptions of all chemical treatments applied; the general condition of areas maintained; descriptions of damage and vandalism; repair or maintenance recommendations; and the proposed general and landscape maintenance program to be performed by the Contractor during the next month. Department shall approve format of monthly reports, and require revised formats as necessary.

585-1.10 Routine Quarterly Inspections

During the minimum twelve (12) month maintenance period, the Contractor will be required to make maintenance inspections with the Department on a quarterly basis for weeks number 13, 26, and 39 from the date of Initial Acceptance (at installation) at a time scheduled by the Department. Problems identified during these inspections and corrective actions to be taken (with time frames) will be listed by the Contractor and be incorporated into an amended version of the upcoming quarter's Work plan, unless otherwise indicated by the Department.

585-1.11 Guarantee, Replacement, and Final Inspections

A. Guarantee: All Work shall be guaranteed during the minimum twelve (12) month maintenance/guarantee period during which all plants are to be maintained to meet Florida Grade No. 1 as per Florida Grades and Standards for Nursery Plants, by the Florida Dept. of Agriculture and Consumer Services (henceforth referred to as Florida Grades and Standards). All trees shall be alive, healthy, and in satisfactory growth throughout the guarantee period.

B. Replacements: The Department will be the authority to determine which "Replacement Category" described below applies to each tree and what, if any, action is to be taken.

1. If, at any time during the minimum twelve (12) month maintenance/guarantee period, the Department identifies trees that are substandard, unhealthy, dead, damaged or otherwise in unsatisfactory condition, then such trees shall be removed and replaced/staked by the Contractor as per the following at no additional cost to the Department.

a. Remove such trees within fifteen (15) Calendar Days of written notification by the Department, and fill planting holes immediately with soil to finish grade level. This notification may occur at any time in addition to quarterly inspections.

b. Replace such trees within thirty (30) Calendar Days after the written notification occurring at quarterly inspections.

c. The Department reserves the right to remove any unhealthy, substandard, damaged, or dead trees with prior notification to the Contractor, however, the Contractor shall replace such trees as per these Specifications.

2. Fallen or leaning trees shall be removed (if damaged or otherwise substandard) or uprighted/restaked (if apparently healthy and meeting Florida Grade No. 1).

a. Those trees requiring removal shall be removed within two (2) Working Days of written notification by the Department. Planting holes of removed trees shall be immediately filled with soil to finish grade level.

b. Those trees requiring uprighting/restaking shall be corrected within 12 hours notification by the Department. The Department, without prior notification to the Contractor, reserves the right to remove, reposition, any fallen or leaning tree encroaching into a vehicular travel lane or creating any other situation affecting public health, safety, welfare.

3. Trees showing clear evidence of being damaged or knocked down by vehicular accidents will be removed by the Department and replaced by the Contractor on a unit cost basis within thirty (30) Calendar Days after the written notification occurring at quarterly inspections.

4. The Contractor shall notify the Department by written fax of each successfully completed tree removal and/or replacement and each shall be identified by station number location shown on the planting Plans.

5. All replacement trees shall become guaranteed for a minimum of twelve (12) months from the date of their initial acceptance for replacement installation, and follow the same maintenance/guarantee period requirements specified herein for originally planted trees.

C. Final Acceptance:

1. The Contractor shall notify the Department in writing fifteen (15) Calendar Days prior to presumptive completion of maintenance/guarantee period in order for the Department to schedule a semi-final inspection. Said maintenance/guarantee period shall be continued until the final inspection is complete and the final acceptance of the project is granted by the Department.

2. Within seven (7) Calendar Days of the notice in ITEM 585 -1.11 C.1, a semi-final inspection will be scheduled by the Department with the Contractor. Following the semi-final inspection, the Department will provide the Contractor with a list of deficiencies including necessary replacements and required time frames for completion. Replacements, including those in ITEM 585 -1.10 B, shall occur prior to final inspection and before final acceptance is granted. When the Work specified by the Contract is found to be completed to the Department's satisfaction, the semi-final inspection shall constitute a final inspection.

3. Upon satisfactory replacement of material and performance of required Work by the Contractor, another semi-final inspection shall be made. If the required material is found to have been replaced and the Work completed satisfactorily, then this shall constitute the final inspection.

4. When, upon completion of the final inspection, the Work is found to be completed satisfactorily, the Department shall give the Contractor written notice of final acceptance.

5. Notwithstanding the above, the Department reserves the right to accelerate the date of any final acceptance (thereby ending the maintenance/guarantee period) when the Department deems such action is in the Department's best interest.

6. Earth berm rings utilized to retain water within the saucer area of each tree (located at the perimeter of the planting hole, 1.5 times larger than the rootball) must be maintained at minimum 6" height throughout the entire guarantee period, but are to be knocked down to level grade just before the semi-final inspection for each tree. The grassed areas affected by the reshaped mulched areas shall be treated with an herbicide as per manufacturer's Specifications for weed-removal before applying mulch. A 3" layer of mulch shall be applied by the Contractor to the entire eye-shaped area before final acceptance. The mulch area of trees that are clustered in tight groupings may be merged to form one mulch bed if approved in writing by the Department.

585-2.00 Products

585-2.01 Landscape Maintenance Materials

A. Water: Use water free of elements toxic to plant and/or animal life. Contractor shall provide (within the unit cost for each tree) labor and Equipment necessary to distribute water as required for all installed Materials using hand-watering methods. Existing or proposed irrigation systems should not be relied on to provide water for newly planted Materials.

B. Replacement Trees: Conform to the type, species, grade, standard, size and method of installation as originally specified unless otherwise directed in writing by the Department. For replacement trees which differ from the original plants, the Contractor must obtain prior written approval by the Department, and submit a credit/debit statement, as appropriate.

C. Planting Soil Backfill Mix: As specified in SECTION 580 -LANDSCAPE INSTALLATION.

D. Fertilizer: As specified in SECTION 580 -LANDSCAPE INSTALLATION.

E. Top Mulch: As specified in SECTION 580 -LANDSCAPE INSTALLATION.

F. Herbicides: Use herbicides recommended for the control of the types of weeds encountered as recommended by the University of Florida Cooperative Extension Service.

G. Insecticides: Use insecticides recommended for the control of the types of insect pests encountered. Insecticides shall be EPA approved.

H. Fungicides: Use fungicides recommended for the control of the types of fungi encountered. Fungicides shall be EPA approved.

585-3.00 Execution

585-3.01 Landscape Maintenance

General: Maintain all plantings in a healthy, vigorous and attractive condition so as to maintain the required Florida Grade No. 1 for all plantings as per Florida Grades and Standards, commencing after each tree is planted and continuing until final acceptance at the end of the maintenance/guarantee period.

A. Tree and Palm Maintenance:

1. Pruning and Trimming:

   a. Trees (excluding palms): Prune all trees to remove dead, broken, or infected branches, suckers, vines and dead or decaying stumps and all other undesirable growth. Perform pruning to maintain Florida Grade No. 1 growth habit. To enhance the appearance of specific trees, the Department may request additional pruning. Perform all pruning in accordance with American Association of Arborists standards and recommendations and also those of Florida Grades and Standards. Do not remove more than 15% of branches unless otherwise approved in writing by the Department. Buckhorning (also called 'hat-racking') of any tree is not permitted.

   b. Palms: Prune all palms to remove dead or substantially brown fronds only.

   c. Debris Removal: Remove and properly dispose of off-site all clippings, leaves, branches, sticks, and twigs after each pruning.

2. Fertilization: Apply specified complete fertilizers that are accepted by the Department at manufacturer's recommended rates. Notify the Department 48-hours in advance of applications. Consistent with Contractor's submitted detailed maintenance schedule in ITEM 585 -1.05, fertilize all trees two (2) times per year between March and October (no

closer than four (4) months apart). Broadcast fertilizer inside saucer area around the edge of the root zone. Fertilizer must not be allowed to touch the trunk.

3. Mulching:

   a. Maintain a three foot (3') radius ring with a three (3") inch layer of mulch in all plant beds around all trees. Replenish to specified depth prior to each quarterly inspection during the minimum 12-month maintenance/guarantee period. Maintain mulch at 3" clear from all tree trunks. Apply mulch after fertilizing, never before.

   b. The Contractor shall be responsible for re-mulching activities (including re-establishment of earth berm of saucer) necessitated by washouts, foot traffic, automobile damage or unforeseen circumstances.

4. Weed Control: On a monthly basis, remove weeds mechanically or by spot treatment with accepted herbicide in all plant beds (including the mulched saucer area and the surrounding earth berm). All herbicides, including pre-emergents, are to be used according to label Specifications during the maintenance period. All planting areas/mulched areas shall be weed-free for the final inspection.

5. Sucker Removal: Remove sucker growth monthly from all areas of the trunk, its base, and root zone.

6. Insect Control: Control insect pests which infest plant Materials, and control ant mounds which may occur in landscape areas. Record insecticides and other remedies on the monthly Work report.

7. Plant Replacement: Refer to ITEM 585 -1.11 B.

B. Watering:

1. All installed trees shall be hand-watered over the entire root zone with a slow soaking at 4-gallons per minute for deep root penetration and protection of surface roots, mulch, and earth berm around saucer. Contractor shall be responsible for adequate watering of all installed trees from the time of planting until final acceptance at the completion of the minimum twelve (12) month maintenance/guarantee period.

2. The following water guidelines have been established for Contractor's information only and shall be considered only as an estimate of water need. Depending on climate, rainfall, soil, and plant conditions, the Contractor shall adjust the water schedule and amount per application to meet optimum plant growth conditions. The Contractor shall be responsible for monitoring climate and plant soil moisture conditions, and determining if watering beyond or less than the watering guideline described below shall be applied. Water shall not be paid for separately, but shall be included in the unit cost per tree.

Water Use Guidelines			
Amount of Water Applied: Trees and Palm Trees: Apply a minimum of 15-gallons water per tree at each application. Water applied should be a slow soaking at 4-gallons per minute maximum.			
Minimum Frequency Guidelines for Hand-Watering:			
Material	Day	Frequency	No. Applications
Trees	1 – 30	Daily	30
"	31 – 180	Every 3rd Day	50
"	181 – 325	Every 7th Day	20
"	326 – 361	Every 12th Day	3

3. Frequency and number of applications may vary due to climate, rainfall, soil, and plant conditions. Less water may be used during wet, cool periods whereas more water may be needed during hot, dry periods. Contractor shall adjust as needed for optimum plant health. The minimal frequencies suggested above shall not limit the Contractor's responsibility for providing adequate watering and acclimation for the proper establishment of all trees.

4. Damage resulting from erosion, gullies, washouts, or other causes shall be repaired by the Contractor by filling with topsoil, reshaping earth berm and saucer, tamping to re-stabilize slopes, and replacing lost fertilizer and mulch at no additional cost to the Department.

5. Contractor to use a self-canceling nozzle with a spray diffuser on the end of the hose to ensure water is applied gently so as not to displace mulch or expose root systems.

6. Proof of watering, in the form of receipts, meter readings or other written documentation, shall be presented with the Contractor's monthly reports.

C. Monthly Reports: Complete monthly reports as described in ITEM 585-1.09.

D. All cost associated with the performance of Work under this Contract including but not limited to all Materials, labor, and Equipment shall be included in the unit Bid item price for each tree, shrub and or ground cover/turf.

END OF SECTION

SECTION 590
IRRIGATION SYSTEM CONSTRUCTION

SECTION 590 IS ADDED TO THE SPECIFICATION AS FOLLOWS:

590–1.00 General

590-1.01 Scope of Work

A. Irrigation systems shall be constructed using sprinklers, valves, piping, fittings, controllers, wiring, etc. of sizes and types as shown on the drawings and as called for in these Specifications. The system shall be constructed to grades and conform to areas and locations as shown on the drawings.

Sprinkler lines, valves, piping, wiring, etc. are essentially diagrammatic. Minor adjustments in location to suit field conditions are anticipated. Major relocations shall have prior approval of the Department.

Unless otherwise specified or indicated on the drawings, construction of the irrigation system shall include furnishing, installing and testing of all mains, laterals and fittings, furnishing and installing of sprinkler heads, gate valves, control valves, controllers, and control wires, etc.; all necessary specialities and accessories such as backflow preventers, pump stations, excavation and backfill, and all other Work in accordance with the Plans and Specifications as required for a complete system.

B. The Contractor shall obtain all permits and pay required fees to any governmental agency having jurisdiction over the Work. Inspections required by local ordinances shall be arranged as required. Upon completion of the Work, satisfactory evidence that all Work has been installed in accordance with the ordinances and code requirements shall be furnished to the Department.

C. While working on Medians or on the roadside, proper traffic control shall be used to protect workers and the public. Traffic control operations for installation and for future maintenance shall be in accordance with the Palm Beach County Streetscape Standards Manual, dated October 29, 2003, and as stated in the Maintenance of Traffic Section in these Contract Documents. All Work shall be done in accordance with all local and state codes and standards. All above ground apparatus and structures that are installed shall be kept a minimum of 6' from the adjacent travel lane.

590–2.00 Products

590-2.01 General

All Materials to be incorporated in this system shall be new and without flaws or defects and of the quality and performance as specified and meeting the requirements of this section. All material

to be incorporated into an irrigation system that utilizes re-use water shall have the appropriate labels and bear the proper color (lavender) as required by the service provider. All material overages at the completion of the installation are the property of the Contractor and are to be removed from the site.

590-2.02 Pipe and Fittings

Pipe sizes shall conform to those shown on drawings. No substitutions of smaller pipe sizes will be permitted but substitutions of larger sizes may be approved. All pipe damaged or rejected because of defects shall be removed from the site at the time of said rejection.

A. Polyvinyl Chloride (PVC)

1. All plastic pipe shall be continuously and permanently marked with the following information:
   a. manufacturer's name
   b. pipe size
   c. schedule number, class or SDR number
   d. type of material
   e. code number

2. Unless otherwise noted on the drawings, all plastic pipe fittings shall be Schedule 80 polyvinyl chloride free from manufacturing defects.

3. Solvents used for joining must comply with the requirements of ASTM-D-2466 and be recommended by the manufacturer of the plastic pipe used.

4. All PVC main lines 2 ½" or larger shall have provision for expansion and contraction provided in the joints. All joints shall be designed for push-on connection. A push-on joint with a coupling manufactured as an integral part of the pipe barrel consisting of a thickened section with an expanded bell with a groove to retain a rubber sealing ring of uniform cross section similar and equal to Johns-Manville Ring-Tite and Ethyl Bell Ring or made with a separate twin gasket coupling similar and equal to Certainteed Fluid-Tite are acceptable. Circular gaskets shall conform to the requirements of ASTM designation F477. All O-ring pipe shall be Class 200.

5. All tees and elbows connecting to the o-ring mainline shall be ductile iron manufactured for use with PVC O-ring pipe, Harco or accepted equal.

6. Underground detectable marking tape shall be Line Guard or accepted equal.

7. When directional bore is chosen as the method by which to install sleeves, the main line pipe shall be Schedule 40 Flexible PVC Hose with appropriate fittings for connection to Rigid PVC O-ring main line. Manufacturer shall be KAF-FLEX, (800) 451-7646 or accepted equal.

8. Main line, 2" or smaller, shall be Schedule 40 PVC with Schedule 80 PVC fittings.

9. All lateral lines shall be Schedule 40 PVC.

B. Galvanized Steel: Galvanized steel pipe shall conform to the requirements of ASTM Designation A 120, Schedule 40. At threaded joints between PVC and metal pipes, the metal shall contain the socket end and the PVC side, the spigot. A metal spigot shall not, under any circumstances, be screwed into a PVC socket.

590-2.03 Risers

A. All sprinklers shall have a flexible riser assembled by the use of flexible polyethylene pipe. The inside diameter of the polyethylene pipe shall be the same diameter as the sprinkler head inlet.

B. Swing joints used with rotor and spray bodies shall be by Lasco or accepted equal.

590-2.04 Valves

A. Backflow Preventer (used only for potable water supply): The backflow preventer shall be a Reduced Pressure Zone (RPZ) type, as accepted by Palm Beach County Water Utilities Department, capable of having a flow rate that is greater than or equal to that which comes from the meter.

The backflow preventer body shall be constructed of bronze and the internal parts of stainless steel. A backflow preventer is not required for reclaimed water (gray water), but a check valve of the same size as the delivery line is required.

B. Manual Valves: All zone shut-off valves of sizes 2" or smaller shall be all bronze double disc wedge type with integral taper seats and non-rising stem. Those in-ground shall be installed in a separate valve box. Gate valves shall be American made

C. Automatic Control Valves: Shall be Irritrol 100P-1.5 FC with omni-reg pressure regulator, Toro P-220-27-0-6 (pressure-regulated angle type), or accepted equal.

D. Pressure Relief Valves: The pressure relief valve shall maintain constant upstream pressure by passing or relieving excess pressure, and shall maintain close pressure limits without causing surges. The pressure relief valve shall be a fast opening, slow closing, 125 class flanged globe type valve. See Plans for size (1" minimum) and opening pressure.

E. Air/Vacuum Relief Valves: The air/vacuum relief valve shall be a 2" AR Series Combination Air and Vacuum Release Valve by BERMAD, or accepted equal. Install a 1" gate valve to allow isolation of relief valve for periodic cleaning and maintenance. The relief valve shall be installed on a vertical riser affixed to a saddle tap at the top of the mainline at the highest location in the system or as directed.

590-2.05 Valve Box

To be polymer concrete with fiberglass reinforcement with a traffic rated cover as certified by the manufacturer. Recommended manufacturers are CDR systems Corp., Ormond Beach Florida and Quazite, Lenoir City, Tennessee, or accepted equal. Size to be 11" x 18" with plain cover (no metal). The appropriate valve zone numbers shall be stenciled on the underside of the lids.

590-2.06 Sprinkler Heads

A. Quick Coupler Valves: Quick coupler valves shall be two-piece heavy duty brass with locking vinyl cover. Rainbird Model #33 DL RC or accepted equal to be used where specified on the drawings. Provide (2) Model 2049 cover keys with (2) swivel hose ell adapters, Model SH-O or those suitable for use with equal manufacturer. Any quick-couples used with reclaimed water or surface water must be permanently labeled "Do Not Drink" in English and in Spanish.

B. Sprinkler Heads: Toro 570Z PRX, or accepted equal shall be provided where specified on the drawings. Rotor heads shall be Hunter I-20 with stainless steel risers, K-Rain Pro-Plus, Toro EZ Adjust, or accepted equal. All heads located on slopes shall be equipped with a Check Valve Seal.

C. Bubbler Heads: Bubbler heads shall be adjustable with a full circle delivery pattern. Rainbird 1300 A-F, Toro 514-20, Irritrol 533 or accepted equal, shall be provided where specified on the drawings.

590 - 2.07 Electrical Control Wiring

All electrical control wiring shall be UF which has been approved for direct underground burial.

A. Ground wire shall be American wire gauge size 12.

B. Control wire shall be American wire gauge size 14, or as specified on the drawings.

590-2.08 Pump Station

A. Pump shall be as specified on the drawings.

1. Submersible pump requires the following:

   a. A cased well of appropriate size and depth as specified on the drawings to accept the specified pump and motor (see well Specifications).

   b. A submersible pump and motor as specified in the drawings ranging from 2 HP to 10 HP. Pump shall be Goulds, Sta-Rite, Aerometer or accepted equal to be installed with a pressure relief valve. Submit performance curves prior to installation.

c. One 6" thick concrete, below-ground vault, Model #PB4848-48 by Oldcastle Precast, Inc., or accepted equal. Required inside dimensions shall 48" x 48" x 48" deep. Vault shall have a concrete bottom containing drain hole(s) and an Aluminum 48" x 48" cover. 300 PSF load rating, Model #ADP300 by U.S.F. Fabrication, Inc., or accepted equal. The vault shall be core drilled as necessary to connect tanks to discharge pipe (see Item d below).

d. One rust control tank and one fertigation tank. Tanks shall be 55-gallon capacity, 20" dia. x 38" deep seamless molded plastic, minimum 1/8" thick, Model # TC2038IA by Chem Tainer Inc., or accepted equal. Tanks shall have piped connections to two injector pumps then to the discharge side of the pump. Injector pumps shall be wired to pump control and be capable of delivering between 10 and 100 parts per million. Pumps shall be a solenoid driven metering pump by LMI Unidose, Model # UO42-281, or accepted equal.

e. Electrical Equipment shall be mounted on an aluminum, unistrut rack (3" x 1'-4" U-Channel uprights with 2" x ¼" L- Channel cross braces). The rack shall contain the irrigation controller and motor control/starter in a NEMA 4x enclosure, injector pumps (see Item d above) and a NEMA 4x circuit breaker panel with manual shut-off. A rain switch, Rainsensor Series # RS1000 by Irritrol, or accepted equal shall be required. Connection from the irrigation controller to the rain switch shall be via a conduit adapter mounted on a pole, per code, or through the integration of a wireless rain cut-off. All electrical Work must be performed by a licensed electrician. Electrical service meter shall be mounted 36" above grade on its own unistrut rack at the base of the pole where the riser has been installed.

f. For pumps 5 HP and larger, an Ames C1a Valve, or accepted equal pressure regulating and pressure sustaining valve, pressure gauge followed by a gate valve, both of the same size as the main line.

g. A Coast Guardshack cage fabricated from expanded steel, or accepted equal, to enclose the well head and both valves, mounted on a concrete pad as per the manufacturer's Specifications.

h. Concrete vaults shall contain sump pumps wired to the power panel. Pumps shall be ¼ hp, Myers, Model # 525VI, 115 V, or accepted equal. Install PVC discharge pipe just below grade for a minimum distance of ten feet with a 4" PVC pop-up discharge blow off cover by NDS or accepted equal.

2. Centrifugal pump station requires the following:

a. A cased well of appropriate size and depth as specified in the drawings (see well Specifications).

b. A centrifugal pump and motor as specified in the drawings ranging from 2 HP to 10 HP. Pump shall be Goulds, Sta-Rite, Sullivan Electric or accepted equal, to be installed

with a pressure relief valve and Hot Stop or similar emergency shut-off device. Submit performance curves prior to installation.

c. Concrete vault as described in Item 2.08-A1c above.

d. Rust control and fertigation tanks as described in Item 2.08-A1d above.

e. Electrical Equipment and mounting as described in Item 2.08-A1e above.

f. Pressure regulating valve with a pressure gauge as described in Item 2.08-A1f above.

g. A pump enclosure, Canal Screens, Inc., or accepted equal, sized to house the pump and the pressure regulating valve and gate valve if applicable, set on an aluminum skid and anchored to a concrete pad of the size recommended by the enclosure manufacturer.

h. A check valve on the intake side of the pump of the same size as the intake pipe installed either inside or outside of the pump enclosure.

3. Potable, reuse or surface water supplies require the following:

   a. Plans shall be submitted to the appropriate water utility for review. Contractor shall pay any plan review fees. Palm Beach County will arrange for water service and tap, and will pay any service initiation fees.

   b. An RPZ backflow preventer, as accepted by Palm Beach County Water Utilities Department, Ames Cla Valve or accepted equal, pressure regulating and pressure sustaining valve, pressure gauge followed by gate valve installed by a licensed plumber beyond the water meter.

4. When reclaimed water is used, the requirements are the same as those for potable water, except that a check valve shall be installed instead of the RPZ backflow preventer.

5. When the water source is surface water such as a lake or canal, the requirements are the same as those for a centrifugal pump station except for the well. In addition, the suction pipe shall be fitted with a Plum Creek, Aqua Queen or accepted equal, self-cleaning intake screen installed as per manufacturer's Specifications.

B. Pipes, valves, fittings, etc., shall be galvanized steel in sizes and locations as shown on the Plans. No PVC shall be used above ground.

590-2.09 Controller

Shall be Sentinel Field Satellite as manufactured by Toro, or accepted equal, in stainless steel wall-mounted cabinet, mounted on an aluminum unistrut (see Item 2.08-A1e above). Provide an additional 120V, 15 AMP electrical outlet for auxiliary power and a Data Industrial Model IR-PR flow sensor (size determined by size of mainline). Flow sensor shall be located as indicated in

details within a 11" x 11" x 18" polymer concrete box with fiberglass reinforcement and fitted with a locking traffic rated cover. Provide each satellite controller with a hand held radio and radio port, one surge protection board, antenna or 56K phone modem D-Series by DATA Comm for Business, U.L. approved ground rod protection and pump start. Contractor shall be responsible for hook up and verification of positive connection to Central Controller. Pump controls shall be mounted on aluminum unistrut with fused shut-off, meter and rain sensor. Electrical service shall be U.L. approved, installed by a licensed electrician and provided with a molded breakaway plug and connector installed in a traffic rated approved in ground pull box.

For information and prices, contact Hector Turf at (954)429-3200.

590-2.10 Communication Tower

Shall be a freestanding tripod G-25 by ROHN, or accepted equal, with 12" spacing. Antenna shall be installed per manufacturer's directions in the location indicated in the Plans or as directed by Department personnel. The number of sections required to provide positive communications shall be determined at the time of installation.

590–3.00 Execution

590-3.01 Surface Conditions

A. Inspection

1. Prior to all irrigation Work, the Contractor shall carefully inspect the installed Work of all other trades and verify that all such Work is complete to the point where this installation may properly commence.

2. The Contractor shall coordinate Work with electrical and paving Contractors, as needed.

3. The Contractor shall verify that irrigation system may be installed in strict accordance with all pertinent codes and regulations, the original designs, the referenced standards, and the manufacturers' recommendations.

4. The Contractor shall call Sunshine State One-Call of Florida, Inc. at 1-800-432-770 to verify utility locations at least 48 hours prior to digging. The Contractor shall be responsible for contacting or locating other utilities. The Palm Beach Water Utilities Department also must be contacted at (561) 641-3429, or the appropriate water utility having jurisdiction over the project area, to verify locations and depths of underground utilities.

5. If the irrigation system is damaged as a result of improper construction or coordination on the part of the Contractor, the damage shall be repaired by the Contractor at no expense to the Department.

B. Discrepancies

1. In the event of a discrepancy, the Contractor shall immediately notify the Department. 100% coverage and 100% overlap is required regardless of any site changes.

2. The Contractor shall not proceed with the installation in areas of discrepancy until such discrepancies have been fully resolved in writing by the Department.

590-3.02 Field Measurements

The Contractor shall make all necessary measurements in the field to insure precise fit of items in accordance with the Specifications found in the drawings. The final layout of the project must be approved by the Department before any Work commences.

590-3.03 Trenching and Backfilling

A. Trenching for plastic pipe shall be excavated to sufficient depth and width to permit proper handling and installation of pipe and fittings. The backfill shall be thoroughly compacted and leveled off to adjacent soil level. The backfill shall contain no lumps or rocks larger than 3 inches. The top six inches of backfill shall be free of rocks larger than 1", subsoil or trash. Pipe trench shall be sodded if placed in an existing sodded area and shall not settle after backfilling.

B. Minimum Depth of Cover:

1. The minimum depth of cover for main lines shall be 24" with a layer of Line Guard installed at a depth of 6".

2. For lateral lines on the discharge side of the E.R.C.V., minimum depth of cover shall be 18".

3. For Line Guard (main lines only), minimum depth of cover shall be 6".

590-3.04 Installation of Piping

A. Inspection of Pipe and Fittings

The Contractor shall carefully inspect all pipe and fittings before installation, removing all dirt, scale, and burrs, and reaming as required. Install all pipe with all markings up for visual inspection and verification.

B. The Contractor shall coordinate Work with Site Contractor to locate sleeves of size and location as shown on the drawings.

C. Plastic Pipe

1. The Contractor shall exercise care in handling, loading, unloading, and storing plastic pipe and fittings; store plastic pipe and fittings under cover until ready to install; transport plastic pipe only on a vehicle with a bed long enough to allow the pipe to lay flat to avoid bending and concentrated external load.

2. The Contractor shall repair all dented and damaged pipe by cutting out the dented or damaged section and rejoining with a coupling.

3. In joining, use only the specified solvent and make all joints in strict accordance with the manufacturer's recommended methods. Give solvent welds at least 15 minutes set up time before moving or handling and 24 hours curing time before filling with water.

4. For plastic-to-steel connections, Work the steel connection first; use a non-hardening pipe dope on all threaded plastic-to-steel connections and use only light wrench pressure.

D. Galvanized Pipe

1. Make all cuts to galvanized pipe square with all cuts thoroughly reamed and all rough edges or burrs removed.
2. Make all pipe threads sound, clean-cut, and well fitting.

3. Use pipe dope on male fittings only.

4. Make all screwed joints tight with all the necessary wrenches, but without handle extensions.

E. Pavement Crossings:

1. Sleeves under decorative paving or sidewalks are to be schedule 40 PVC and installed at depth of 24".

2. Sleeves under vehicular paving are to be Schedule 80 PVC or hot-dipped galvanized steel with a minimum wall thickness of .237" and installed at a depth of 36".

3. Installation under existing pavement is to be by jack and bore or directional bore. Ends of the bore shall be marked with 3 M detectable 'buttons' to assist future locations. Upon completion of the bores, the Contractor shall provide documentation of the bore construction by means of bore logs and in addition, on State Roads, plan and profile sheets. Any pavement, curb, sidewalk, or other surface damaged during boring shall be replaced to Palm Beach Department and FDOT Specifications.

590-3.05 Installation of Equipment

A. Manual Control Valves and Electric Remote Control Valves

The Contractor shall install manual and electric remote control valves in control boxes where indicated on the drawings, a minimum of 18" from back of curb, in accordance with the manufacturer's recommendations.

B. Motor, Pump, Pressure Control Valves, Check Valves and Main Shut-off Gate Valves

Install where indicated in the drawings, in accordance with drawings and with manufacturer's recommendations.

C. Air Relief Valves

Install where indicated on the drawings at highest elevation, in accordance with manufacturer's recommendations.

D. Pressure Relief Valves

Install where indicated in the drawings, in accordance with drawings and with manufacturer's recommendations.

E. Sprinkler Heads

Installation of Irrigation Heads: Heads shall be placed to finished grades. Locate sprinkler heads a minimum of 12" from back of curb. Upon installation heads shall be flagged by colored markers for positive identification in field. Prior to operation of heads, the Contractor will lay an area 2' x 2' of sod around each head. Sod shall be laid so that it is even with the finished grade. Heads must be firmly set so as to withstand being driven over with soft tire Equipment without damage. Rotor heads require swing joint assemblies.

F. Thrust Blocking

1. In general, thrust blocks are required on the main line at the following locations:

   a. Where the pipe changes direction of the water (i.e., ties, elbows, crosses, wyes and tees).
   b. Where the pipe size changes (i.e., ties, elbows, crosses, wyes and tees)
   c. At the end of the pipeline (i.e., caps and plugs).
   d. Where there is an in-line valve.

2. Blocks shall be concrete, having a calculated compressive strength of 3,000 psi. Install as shown on details.

G. Controllers

The Contractor shall install controllers at locations as shown on plan according to manufacturer's recommendations.

H. Lightning Arrestor

The Contractor shall install an arrestor at each controller location shown on the Plans to provide lightning protection on both primary and secondary sides of all controllers. Proof of effectiveness of lightning arrestor shall be in accordance with manufacturer's guidelines. A maximum of 15 ohms of resistance is allowable.

I. Backflow Preventer

RPZ Backflow Preventer shall be installed by licensed plumber in a location approved by the appropriate water utility department.

590-3.06 Electrical Control Wiring

A. Installation of electrical control cable shall be of the size specified and shall be taped to the bottom of the main line. Expansion joints in the wire to be provided at 200-feet intervals by making 5 to 6 turns of the wire around a piece of ½" pipe. Where it is necessary to run wire in a separate trench, the wire shall be within a PVC sleeve and have a minimum cover of twelve (12) inches.

B. All wire connections at remote control valves, within valve boxes, and at all wire splices, shall be left with a 6' minimum "slack" so that in case of repair, the valve bonnet or splice may be brought to the surface without disconnecting the wires. Waterproof splice to be Rainbird or equal

C. All pump station wiring shall be done by a licensed electrician.

590-3.07 Testing and Inspection

A. Closing in Uninspected Work

The Contractor shall not allow or cause any of the irrigation Work to be covered or enclosed until it has been inspected, tested, and approved by the Department. Any Work which has been covered shall be exposed for inspection.

B. Flushing

Before backfilling the main line, and with all control valves in place before lateral pipes are connected, completely flush and test the main line and repair all leaks; flush out each section of lateral pipe before sprinkler heads are attached.

C. Testing

1. Make all necessary provisions for thoroughly bleeding the line of air and debris.

2. Before testing, fill the line with water for a period of at least 24 hours.

3. After valves have been installed, test all main lines for leaks at a pressure of 100 psi for a period of 4 hours with all couplings exposed and with all pipe sections center-loaded. No more than 5 psi loss will be acceptable.

4. Furnish all necessary testing Equipment and personnel.

5. Correct all leaks and re-test until accepted by the Owner.

D. Final Inspection:

1. The Contractor shall thoroughly clean, adjust and balance all systems.

2. The Contractor shall demonstrate the entire system to the Department, proving that all remote control valves are properly balanced, that all heads are properly adjusted for radius arc of coverage and overspray, and that the installed system is workable, clean, and efficient. No irrigation water shall enter the Roadway.

590-3.08 Instructions

A. Remote Control Legend: Attach a typewritten legend inside each controller door that states the areas covered by each remote control valve.

B. Maintenance Personnel: After the system has been completed, inspected and approved, the Contractor shall instruct the Owner's maintenance personnel in the operation and maintenance of the irrigation system.

C. Provide all manuals, product literature, Warranty Certificates, keys, etc. to the Department - Streetscape Section.

590-3.09 Plans

Substantial deviations from piping layout (2' or more) shall be recorded as Work progresses and an as-built plan of the sprinkler system shall be furnished to the Owner as a condition of completion of Work. Forward all bore logs and profiles, tests results and permit copies to the Department - Streetscape Section.

590-3.10 Guarantee

All Equipment, material, and labor shall be guaranteed by the Contractor for a period of one (1)

year after substantial completion of the project. Any defects found, either in Materials or workmanship, during the period shall be immediately corrected at the Contractor's expense.

590–3.11 Basis of Payment

Irrigation system shall include all labor and material cost to install and restore a fully functional irrigation system, provide and install ground rod protection to the satellite controller(s) and pump station(s). Cost shall include the protection and rehabilitation of any existing wells and service points, establishing service points, satellite controllers, pump stations and wells as indicated in the Plans and per Palm Beach County Streetscape Section's Specifications, or approved equals. Cost shall include the integration of the system into the central universal interface software program operated by the Palm Beach County streetscape section including all designated frequencies and the providing of manuals, keys, hand held remotes (two) and ancillary items required for a fully functional irrigation system with 100% coverage and 100% overlap. Irrigation system shall be paid as a LUMP SUM basis.

END OF SECTION

SECTION 595
IRRIGATION WELL CONSTRUCTION

SECTION 595 IS ADDED TO THIS SPECIFICATION

595–1.00 General

595-1.01 Related Documents and General Conditions

Drawings and General Provision of Contract, including General Supplementary Conditions apply to Work of this Section. The Contractor shall keep a copy of all Contract Documents on-site at all times including drawings, all Specifications and Codes mentioned above, and copies of all logs, and correspondence. All Work shall be done in accordance with all applicable ordinances, laws, codes and regulations. Any changes required by these ordinances, laws, codes and regulations shall be made at no additional expense to the Owner.

595-1.02 Scope of Work

The Work covered by this Section of the Specifications shall include, but not be limited to, the following:

A. All labor, Equipment, material, and operations necessary for construction, development, and testing of the proposed 5" well (see SECTION - 590 IRRIGATION SYSTEM CONSTRUCTION SPECIFICATIONS).

B. All labor and Materials necessary to connect 5" well to a specified pump (see SECTION - 590 IRRIGATION SYSTEM CONSTRUCTION SPECIFICATIONS).

C. Drill 5" well to a depth as necessary to achieve the required water flow and water quality.

D. The Contractor shall apply for and pay for all permits and licenses required for execution of the Work. Any required signatures by Department officials will be provided. The Contractor shall arrange for, and be present during, all required inspections. Any required additional Work or Materials resulting from inspections under the above permits shall be provided at no cost to the Owner.

595-1.03 Quality Assurance

A. The Contractor shall inspect the site to determine conditions to be encountered during construction noting all existing and /or proposed utilities (see SECTION–590 IRRIGATION SYSTEM CONSTRUCTION SPECIFICATIONS for underground utility location procedures).

B. The Contractor shall be responsible for any damage that occurs as a result of the construction. This shall include, but not be limited to, the Owner's property, underground utilities, and vehicular traffic. The Contractor shall keep the Work area neat and orderly, continually removing rubbish, waste material and temporary structures.

C. Protecting Water Quality

Take precautions to prevent contaminated water or water having undesirable physical or chemical characteristics from entering the stratum from which well is to draw its supply. Prevent contaminated water, gasoline, etc., from entering well, either through the opening or by seepage through ground surfaces.

If well becomes contaminated or water having undesirable physical or chemical characteristics enters the well due to neglect, provide casings, seals, sterilizing agents or other Materials to eliminate contamination or shut off undesirable water. Provide remedial Work at no cost to the Owner.

Exercise care in performance of Work to prevent breakdown or caving-in of strata overlaying that from which water is to be drawn. Develop, pump or bail well until water pumped from the well is substantially free from sand.

Protect Work to prevent either tampering with the well or entrance of foreign matter during well development. Upon completion, provide a temporary well cap.

D. Driller's Requirements: An experienced foreman or driller who has authority to take orders from the Department is to be constantly in control of the well site. Upon request, the driller shall furnish well drilling information desired by the Department.

E. The Contractor shall guarantee the water well for one (1) year from the date of initial acceptance by the Department. This shall include all material, workmanship, and well performance.

595-1.04 Abandonment of Drilling

A. If it becomes necessary to abandon drilling operations before completion of a water producing well, the Contractor shall follow all regulations for abandonment of the well as required by local authorities having jurisdiction.

B. Should abandonment of drilling be necessary due to poor workmanship or negligence on the part of the Contractor, no compensation will be allowed.

C. Should abandonment of drilling be necessary due to inadequate water supply or for another reason that is deemed to be no fault of the Contractor by the Department, payment for the Work shall be based upon the actual vertical footage completed and shall be paid at the Contract Unit Price for Additional Well Depth In Excess Of Base Depth, or as agreed upon.

595-1.05 Submittals

A. Prior to starting construction of the well, the Contractor shall submit to the Department for approval an estimated schedule of the Work to be accomplished and a description of the methods and Equipment to be used during construction. The description shall include methods he will use to drill, develop and test the well.

B. The Contractor shall keep accurate logs of the irrigation well and samples of Materials drilled through. Take samples of substrata formation at ten foot intervals and/or changes in formation throughout the entire depth of the well.

Provide the following information to the Department for record purposes:

1. Casings: Diameter, thickness, weight per foot of length, depth below grade.

2. Pumping Test: Static water level, maximum safe yield, drawdown at a maximum yield.

3. Drilling Log: Log indicating strata encountered.

4. Alignment: Certification that the well is aligned and plumb within specified tolerances.

The Contractor shall keep an accurate record of the order, number, size and length of the individual pieces of pipe as assembled in the well. The records shall be delivered to the Department upon completion of the Work.

C. The Contractor shall provide to the Department a physical and chemical analysis of water from the finished well. Make the analysis, certified by an approved testing Laboratory, in accordance with local requirements, to include the following: total dissolved solids, silica, iron, pH, sulfur, chloride, and salt content.

595–2.00 Products

595-2.01 Materials

A. Casings

The irrigation well casing shall be new black steel pipe, Schedule 40. The joints may be welded or threaded coupling.

B. Grout

Grout shall be ANSI/ASTM C150, type shall suit project conditions.

595–3.00 Execution

595-3.01 Well Construction

A. Annular space shall be continuously filled with grout, with process being completed in a single operation. Subsequent Work in the well, such as drilling or other operations, shall be suspended for 72 hours after grouting of casing. The only exception shall be when quick-setting cement is used, when Work may proceed after 24 hours.

B. Install permanent casing with a temporary well cap. Installation of the well cap shall be coordinated with the pump system installer.

C. The well shall be of sufficient size to produce a continuous supply of water at an acceptable quality and specified capacity.

D. If subterranean formations/conditions require, the well shall be supplied with an alternate gravel pack with 20' minimum of stainless steel slotted screen and TREMI piped gravel pack.

595-3.02 Well Development

A. The well shall be developed by such methods that will effectively extract, from a water bearing formation, the maximum practical quantity of sand, drilling mud and other fine Materials in order to bring the well to maximum yield per foot of drawdown and to a sand-free condition. This Work shall be performed in a manner that does not cause any undue settlement or disturbance of the strata above the water bearing formation, nor disturb the seal around the well casing, thereby reducing the sanitary protection otherwise afforded by the seal.

B. Development of the well shall continue until water pumped from the well, at a maximum test pumping rate, is clear and free from sand and other debris that is larger than 0.030" in diameter. The water shall be considered sand-free when no samples taken during the test pumping contain more than 2 parts per million of suspended solids per weight. The Contractor shall submit to the Department certification from an approved testing Laboratory that indicates the results of the "Non-Filterable Residual" (total suspended solids) test, as specified in the EPA Manual, Section 160.2. A sufficient amount of water to insure a detection limit of less than 2 PPM (mg/L) must be filtered.

595-3.03 Testing of Well for Plumbness and Alignment

A. Set casing plumb and true to line. At a minimum, tests for plumbness and alignment shall be made after construction of the well and before its acceptance. Additional tests may be required during the performance of the Work.

B. Test alignment of the well by lowering a pipe approximately 40 feet in length to a depth of 90 feet. The pipe used for the alignment test shall be not more than ½" smaller in diameter than the portion of casing or hole being tested at the time. The pipe must pass freely through the casing or hole.

C. The well casing shall not be out of plumb more than □ of the diameter of the casing per 100' of length. If the well does not pass this test, the Contractor shall be responsible for repair or replacement of the well.

595-3.04 Testing Well for Yield and Drawdown

I. Final pumping tests shall be conducted only after the well has been fully constructed, cleaned out and depth of well accurately measured.

II. A variable capacity test pump shall be provided that has a minimum capacity of the maximum expected yield at total head equal to drawdown in the well, plus the head loss in the pump column and discharge piping.

III. The Contractor shall provide enough discharge piping for pumping unit to conduct water to a point of disposal that will avoid a nuisance or endangerment to adjacent property. Provide and maintain any Equipment needed for measuring flow of water such as a weir box, orifice or water meter. The elevation of the water level in the well will then be measured.

IV. All labor, power and other necessary Materials, Equipment and supplies required to operate the pumping unit shall be supplied by the Contractor. The final testing for each well shall consist of four (4) hours of continuous pumping after maximum drawdown has been reached. After completion of the final test, foreign matter such as sand, stones or other debris shall be removed from the well by bailing, sand pumping or other approved methods.

V. After the test pump and auxiliary Equipment have been installed, the Department shall be notified a minimum of 3 days prior to the start of any test pumping. Conduct test pumping as follows:

1. Record initial water elevations in the well.

2. Start test pump and make adjustments to bring pump to required pumping rate.

3. Record readings of water level in the well and pumping rate at 30 minute intervals.

4. Water samples shall be taken for analysis at the beginning and at the end of the pump test.

VI. Upon completion of the pumping test, record the returning levels in the well at 15 minute intervals until 95% of the well capacity is reached. Prepare notations so that a curve of the recovery rate may be plotted.

VII. Provide all test results and other required submittals to the Department.

595-3.05 Disinfection of Well

A. Use disinfection procedures as required by local government agencies. The well must be cleaned of foreign substances after all development Work has been completed and it has been satisfactorily tested. Casings should be swabbed, using alkalis if necessary, to remove foreign substances.

B. The well shall be disinfected with a chlorine solution of sufficient strength to provide a minimum chlorine to water ratio of 100 parts per million within the well. The chlorine solution shall be introduced into the well using gravity, pump or drop feeder. A contact period of 24 hours shall be attained; then the well shall be pumped until the chlorine residual is less than 0.2 parts per million.

END OF SECTION

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SECTION 800
SPECIAL CONDITIONS – ASBESTOS – PROCEDURES FOR DEMOLITION OF STRUCTURES – ASBESTOS MATERIAL REMOVAL

SECTION 800 IS ADDED TO THIS SPECIFICATION

General

This Section is included for the removal and disposal requirements of asbestos material encountered during construction, whether or not it is indicated on the Plans. The following are special conditions and procedures for the Demolition of Structures and handling and disposal of asbestos cement pipe.

SECTION 1 OF 3: ASBESTOS NOTIFICATION

Federal and state asbestos regulations require, prior to demolition of any structure:

1. An inspection for asbestos-containing Materials (ACM)

2. Removal of specified ACM, and

3. An asbestos notification of demolition received at least ten (10) business days prior to demolition.

To meet requirements #1 and #2 above, the Department has surveyed the structure(s) in this Bid/Work Order for the presence of ACM and every effort has been made to remove Regulated Asbestos-Containing Material (RACM) and Category II Non-Friable ACM (e.g., asbestos-cement board and shingles) before releasing this project to the Contractor. Verification of this Work is attached to this Bid/Work Order. If not attached, it is the Contractor's responsibility to contact the Project Manager of the department overseeing this Bid/Work Order, or the Department's Risk Management / Loss Control section to obtain:

1. A copy of the pre-demolition asbestos inspection report; and

2. A copy of Risk Management/Loss Control's memo of approval to proceed to next phase addressed to the County department overseeing the project.

To meet requirement #3 above, the Contractor is responsible for submitting a complete and accurate asbestos notification of demolition form, titled "Notice of Asbestos Removal Project" (i.e., NESHAP notification, 40 CFR Part 61.145(b)), for each separate address to be demolished to the below listed agencies at least 10 business days prior to demolition. The forms are available from the Florida Department of Environmental Protection (DEP) and Loss Control.

SEND ORGINAL TO:

Asbestos Coordinator
Florida Dept. of Environmental Protection
400 N. Congress Avenue
West Palm Beach, FL 33401

SEND COPY TO:

PBC Risk Management/Loss Control
160 Australian Avenue, Suite 401
West Palm Beach, FL 33416-1229
Fax: 561-233-5440

The Contractor must immediately notify the Project Manager of the County department overseeing the project and Loss Control [phone 561-233-5430] if the demolition Start Date changes. No demolition may begin before the Start Date on the NESHAP notification, and no demolition may occur without a notice to proceed from the County department. It is the responsibility of the Contractor to call and submit revised NESHAP notifications to the above listed agencies, adhering to required NESHAP timeframes.

The Contractor is responsible for physically checking the structure(s) before submitting the NESHAP notification to ensure that all RACM and Category II ACM, as identified in the pre-demolition asbestos inspection report, have been removed. If RACM or Category II ACM is discovered, or is in poor condition (i.e. not intact), immediately contact the Department's Project Manager or Loss Control.

SECTION 2 OF 3: WORK PRACTICES

Compliance with the following regulations is the demolition Contractor's responsibility:

1. Environmental Protection Agency (EPA) NESHAP 40 CFR Part 61 Subpart M – National Emission Standard for Hazardous Air Pollutants, updated August 2004;

2. Occupational Health and Safety Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101;

3. EPA "A Guide to Normal Demolition Practices Under the Asbestos NESHAP", September 1992;

4. Asbestos NESHAP "Adequately Wet Guidance", December 1990; and

5. OSHA Standard Interpretation, dated August 13, 1999, "Requirements for demolition operations involving Materials containing <1% asbestos".

The above regulations include utilizing wet demolition methods and prohibition of recycling the Substructure with presumed or confirmed Category I ACM. Written permission from Palm Beach County to the Contractor is needed for said recycling.

SECTION 3 OF 3: COMPETENT PERSON

The Contractor must have a competent person on-site who: (1) is capable of identifying existing asbestos hazards in the workplace, (2) is capable of selecting the appropriate control strategy for asbestos exposure, and (3) has the authority to take prompt corrective action to eliminate them. This person must be trained in accordance with OSHA and EPA.

END OF SECTION

SECTION 987
PREPARED SOIL LAYER MATERIALS

987-1 Description DELETE IN ITS ENTIRETY AND SUBSTITUTE THE FOLLOWING:

All material shall be suitable for plant growth. The organic matter content of the prepared soil layer after mixing shall be a minimum of 2.5%, a maximum of 10%, in accordance with FM 1-T 267 and shall have a pH value of 6.0 or greater and less than or equal to 7.5 as determined in accordance with FM 5-550. The organic matter content shall be created using any of the following Materials.

987-2 Materials

Prepared soil layer Materials may be obtained from either, or a combination of the following sources:

(1) Excavation within the limits of construction on the project. Such material may be stockpiled or windrowed on the project in areas approved by the Engineer.

(2) Designated borrow pits for the project.

(3) From other sources of organic soil Materials provided by the Contractor.

987-2.1 Organic Soil

This may consist of muck, mucky peat and peat and shall have an organic matter content of 30% or more if the mineral fraction is more than 50% clay, or more than 20% organic matter if the mineral fraction has no clay.

987-2.2 Blanket Material

Meet the material classification shown on the Plans and Design Standards, Index No. 505.

987-2.3 Compost

Meet the requirements of Florida Department of Environmental Protection Rule 62.709.550 Type Y (yard waste), Type YM (yard waste and manure), Type A (municipal solid waste compost) or Rule 62.640.850 Type AA (composted biosolids) and have unrestricted distribution.

987-2.3.1 Compost for Use as a Soil Amendment

If the electrical conductivity (EC) value of the compost exceeds 4.0dS (mmhos/cm) based on the saturated paste extract method, the compost shall be leached with water prior to application.

987-2.3.2 Compost for Use as a Mulch

The compost shall contain no foreign matter, such as glass, plastic or metal shards. The compost shall be slightly coarse to coarse in nature (over half of the solids shall be from particles 1/2 inch in size and no greater than 6 inches). Preference shall be given to compost or mulch made from uncontaminated woody waste Materials.

END OF SECTION

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DRIVEWAY CONSTRUCTION RELEASE

The Contractor shall have the included "Right of Entry and Release Agreement for Road and Driveway Construction" form executed by each property owner where driveway construction is required.

The Contractor shall be responsible for all coordination with the property owners for this construction. The Contractor shall provide the County with copies of these executed agreements.

These driveways shall be constructed in accordance with the Plans and the Specifications or as directed by the Engineer. The quantities are included in the 6" concrete sidewalk (driveways) item, 6" base item and asphaltic concrete item for the construction of these driveways.

SPECIAL DRIVEWAY NOTES AND SPECIFICATIONS

1. Contractor shall work in conjunction with the engineer in contacting and coordinating with property owners of parcels bordering this Roadway, as directed by the Engineer.

2. Contractor shall obtain written permission from property owners for driveway construction and for approval of driveway staking.

3. Property owners shall have the option of selecting a circular driveway, a "T" type driveway or other modification as approved by the engineer. The selection is subject to existing site conditions and compatibility to existing driveways.

4. The driveway construction shall consist of 6" concrete on a compacted Subgrade or Type S-1 asphaltic concrete surface course on a 6" base, as directed by the engineer, to match the existing driveway.

5. If the asphaltic concrete option is required, the entire driveway may be resurfaced.

6. During driveway construction, temporary access and parking may be provided.

7. Items incidental to driveway construction shall be included in the square yard price for the items listed above. Such items include clearing and grubbing, excavation earthwork, grading, restoration of sodding, landscaping, sprinkler systems and all other Work that may be required to complete driveway construction.

RIGHT OF ENTRY AND RELEASE AGREEMENT FOR ROAD AND DRIVEWAY CONSTRUCTION

PROJECT NAME: _____
PROJECT NO.: _____
PROPERTY ADDRESS: _____
PROPERTY OWNER: _____
CONTRACTOR: _____

THIS AGREEMENT entered into this _____day of_____, 20___, by and between Palm Beach COUNTY (hereinafter referred to as COUNTY), its Contractor and _____ (herein referred to as OWNER), provides as follows:

WHEREAS, the COUNTY is desirous of completing Milling and Resurfacing and as part of this project is willing to construct circular driveway and/or driveway modifications on OWNER'S land to aid in OWNER'S ingress and egress; and

WHEREAS, in order to construct said driveways it is necessary for the COUNTY to enter upon the above described property of OWNER and to perform various excavating and constructing tasks thereon;

WHEREAS, the COUNTY agrees to construct the driveway and/or driveway modification for the benefit of the OWNER, the COUNTY wishes the OWNER to assume full responsibility for design, location, maintenance, and liability for driveway improvements and/or modifications upon completion of the construction.

NOW, THEREFORE, in witness of the above, and in consideration of the COUNTY agreeing to construct said driveway improvements, and for other good and valuable consideration in hand received, OWNER hereby grants unto COUNTY, their Employees, Agents, Contractors, Sub-contractors, and/or Assigns the license and right to enter upon said land of OWNER for the purpose of constructing circular driveway and/or driveway modifications for the undersigned OWNER.

IT IS FURTHER AGREED that the previously referenced considerations, OWNER, hereby releases and holds the COUNTY harmless from any damages that result or might result to OWNER'S property as a result of the COUNTY, the Employees, Agents, Contractors, Sub-contractors and/or Assigns coming upon said land for the purposes previously stated.

IT IS FURTHER AGREED that the license and rights granted herein shall cease upon completion and finalization of the Contract upon which said construction is performed.

IT IS FURTHER UNDERSTOOD AND AGREED that upon completion of construction, OWNER assumes ownership and responsibility for driveway location, maintenance and liability regarding said driveway improvements and agrees to indemnify, and hold the COUNTY harmless from all claims and liabilities that may arise out of the design, existence, location, or maintenance of said driveway.

_____ _____
WITNESS (Signature) OWNER/AGENT (Signature)

_____ _____
WITNESS (Print Name) OWNER/AGENT (Print Name)

PERMITS

The Contractor is advised that the following pages are copies of the applicable permits for this project. If a permit document includes copies of plan sheets, those pages may not be included herein, but are available from the Department upon request or from the permitting agency.

All general and special conditions required by specific permit(s) shall be executed accordingly and it is the Contractor's responsibility to ensure compliance with said conditions.

Any permits requiring "as-built" information and/or certification shall be prepared by a professional engineer or land surveyor licensed in the state of Florida and shall be the responsibility of the Contractor.

The Contractor is responsible for assuring the completion of appropriate construction certifications, and submittal of the construction completion certifications to permitting agencies as required by each permit referenced in these documents.

All costs associated with meeting said requirements, if not included in a bid item, shall be incidental to the Project and no compensation, either monetary or time, shall be considered.

The Contractor agrees that the entirety of the permits shall govern.

Office of
Equal Business Opportunity
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
www.pbcgov.com/oebo

Palm Beach County
Board of County
Commissioners

Dave Kerner, Mayor

Robert S. Weinroth, Vice Mayor

Maria G. Marino

Gregg K. Weiss

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

"An Equal Opportunity Affirmative Action Employer"

printed on sustainable and recycled paper

DATE: April 6, 2021

TO: Holly B. Knight, P.E., Contracts Section Manager

FROM: Angela D. Smith, Small Business Development Specialist III
Office of Equal Business Opportunity

THROUGH: Allen Gray, Manager
Office of Equal Business Opportunity

SUBJECT: **Compliance Review on Project No. 2021050: Annual Milling & Resurfacing Contract**

The following bids, opened by the Department of Engineering and Public Works on March 16, 2021, have been evaluated according to the provisions set forth for the Affirmative Procurement Initiative (API) for Construction: **SBE Subcontracting Program - 15% minimum mandatory,** established for the above-mentioned solicitation. The percentages are calculated on the amount less contingency, if applicable, there is no rounding. The API is applied to PBC OEBO certified SMWBE firms with properly executed Schedules.

Bidder #1: Ranger Construction, Inc.
101 Sansbury's Way
West Palm Beach, FL 33411
Phone: 561-793-9400
Total Bid Amount: **$50,629,820.00**
Amount Less Contingency: N/A
SBE Prime: **NO**
Total API Achieved: **15%**

TEAM	EBO STATUS	EXP. DATE	PERCENTAGE
Sirdar Trucking, Inc.	SBE	05/07/24	6%
Almazan Construction, LLC	S/MBE	08/02/22	9%

Bidder #2: M&M Asphalt Maintenance, Inc.[1]
d/b/a All County Paving
1180 SW 10th Street
Delray Beach, FL 33444
Phone: 561-588-0949
Total Bid Amount: **$51,581,715.00**
Amount Less Contingency: N/A
SBE Prime: **NO**
Total API Achieved: **15%**

TEAM	EBO STATUS	EXP. DATE	PERCENTAGE
Almazan Construction, LLC	**S/MBE**	08/02/22	**4%**
TRU Trucking	**S/MBE**	10/26/22	**11%**
Deangelo Brothers, LLC	Non-SBE	--	3%
Line Design Solutions	Non-SBE	--	3%
Acme Barricades	Non-SBE	--	3%

Bidder #3:	Hardrives of Delray, Inc. 2101 South Congress Avenue Delray Beach, FL 33445
Phone:	561-278-0456
Total Bid Amount:	**$53,021,478.75**
Amount Less Contingency:	N/A
SBE Prime:	**NO**
Total API Achieved:	**0%**[ii]

TEAM	EBO STATUS	EXP. DATE	PERCENTAGE
Acme Barricades	Non-SBE	--	2.5%
DeAngelo Brothers	Non-SBE	--	1.37%

Bidder #4:	General Asphalt Co., Inc. 4850 NW 72nd Avenue Miami, FL 33166
Phone:	305-592-3480
Total Bid Amount:	**$54,757,313.00**
Amount Less Contingency:	N/A
SBE Prime:	**NO**
Total API Achieved:	**15%**

TEAM	EBO STATUS	EXP. DATE	PERCENTAGE
Municipal Contractors	**SBE**	11/19/20	**10%**
Sirdar Trucking	**SBE**	05/08/18	**5%**

Bidder #5:	Saffold Paving, Inc. 2915 E. Tamarind Avenue, Suite 3 West Palm Beach, FL 33407
Phone:	561-469-6513
Total Bid Amount:	**$97,214,575.00**
Amount Less Contingency:	N/A
SBE Prime:	**YES**
Total API Achieved:	**72%**

TEAM	EBO STATUS	EXP. DATE	PERCENTAGE
Saffold Paving, Inc.	**S/MBE**	01/16/23	**72%**
Rapid Milling Paving LLC	Non-SBE	--	27%

EVALUATION:

BIDDER #1: Ranger Construction, Inc. is the **lowest bidder** responsive to the API.

BIDDER #2: M&M Asphalt Maintenance, Inc. d/b/a All County Paving is the **second lowest bidder** responsive to the API.

BIDDER #3: Hardrives of Delray, Inc. is the **third lowest bidder non-responsive to the API.**

BIDDER #4: General Asphalt Co., Inc. is the **fourth lowest bidder** responsive to the API.

BIDDER #5: Saffold Paving, Inc. is the **fifth lowest bidder** responsive to the API.

[i] M&M Asphalt Maintenance, Inc. d/b/a All County Paving listed all of their Non-SBE subcontractors on their Schedule 1, but did not include a Schedule 2. If awarded, this Prime Contractor MUST submit Schedule 2 forms for ALL Subcontractors. All Schedules were submitted for SBE subcontractors.

[ii] Hardrives of Delray, Inc. d/b/a Hardrives, Inc. is non-responsive to the API of 20% minimum mandatory SBE participation set for this solicitation. Only Palm Beach County certified SMWBE firms count toward the API set for Palm Beach County contracts. There is no record that Hardrives, Inc. requested a waiver of the API prior to the bid due date.

EBO FORMS

OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: ANNUAL MILLING AND RESURFACING CONTRACT

SOLICITATION/PROJECT/BID No.: 2021050

NAME OF PRIME RESPONDENT/BIDDER: Ranger Construction Industries, Inc.

ADDRESS: 101 Sansbury's Way, West Palm Beach, FL 33411

CONTACT PERSON: Beatriz Ramirez

PHONE NO.: (561) 793-9400 **E-MAIL:** beatriz.ramirez@rangerconstruction.com estimating@rangerconstruction.com

SOLICITATION OPENING/SUBMITTAL DATE: 03/16/2021

DEPARTMENT: Estimating

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories) Non-SBE	M/WBE Minority/Women Business	SBE Small Business	DOLLAR AMOUNT OR PERCENTAGE OF WORK Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. Sirdar Trucling, Inc. 13332 71st Place North, West Palm Beach 33412 (561) 723-6820	☐	☐	☒					Asian $3,037,789 20
2. Almazan Construction LLC 2771 Vista Pkway, Ste F6, West Palm Beach, Fl 33411 (561) 812-3672	☐	☐	☒		X			$4,556,683 80
3.	☐	☐	☐					
4.	☐	☐	☐					
5.	☐	☐	☐					
(Please use additional sheets if necessary)			Total					

Total Bid Price $ 50,629,820 00

Total SBE - M/WBE Participation $7,594,473 (15%)

I hereby certify that the above information is accurate to the best of my knowledge: _____ (Signature) Asst Secretary - Operations Manager (Title)

Note:

1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
3. Modification of this form is not permitted and will be rejected upon submittal.

http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx

REVISED 02/28/2019

EBO FORMS

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

PROJECT NO. 2021050

SOLICITATION/PROJECT NUMBER: _____

SOLICITATION/PROJECT NAME: ANNUAL MILLING AND RESURFACING CONTRACT PALM BEACH COUNTY, FLORIDA

Prime Contractor: Ranger Construction Industries, Inc. Subcontractor: Sirdar Trucking Inc

(Check box(s) that apply)

☑SBE ☐WBE ☐MBE ☐M/WBE ☐Non-S/M/WBE Date of Palm Beach County Certification (if applicable): MAY 7, 2021

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2				Column 3
☐Male ☑Female	☐African-American/Black	☑Asian American	☐Caucasian American		☐Supplier
	☐Hispanic American	☐Native American			

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
#9	SUPERPAVE ASPHALT (SP9.5)	$75/hr	40,503 hr		$3,037,789.20
	Hauling aggregates				

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: $3,037,789.20 (6%)

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____

Name of 2nd/3rd tier Subcontractor/subconsultant

Ranger Construction Industries, Inc.	SIRDAR TRUCKING INC
Print Name of Prime	Print Name of Subcontractor/subconsultant
By: _____	By: Phoolmattie Sirdar
Authorized Signature	Authorized Signature
Jamie Timming	Phoolmattie Sirdar
Print Name	Print Name
Asst Secretary - Operations Manager	President
Title	Title
Date: 02/23/2021	Date: 2/15/2021

http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx

Revised 09/17/2019

Sirdar Trucking Inc.

13332 71st pl. North
West Palm Beach, FL. 33412
Cell Office Fax

561-723-6820 561-714-2229 561-791-3964
samantha.sirdar@yahoo.com

Proposal

February 2, 2021

To: Ranger Construction Industries, Inc

Re: Annual Milling and Resurfacing Contract -Project 2021050

Sirdar Trucking is pleased to quote a price for all specifically described scopes of work

Trucking and Hauling Only: From White Rock Quarries to West Palm Beach Plant $15.30 Per Ton

Trucking and Hauling Hourly Rate Only: $75.00 Per Hour (Four Hour Minimum One Hour Travel Time)

Thank You,

Phoolmattie Samantha Sirdar, President *Phoolmattie Sirdar*

ALMAZAN CONSTRUCTION

2771 Vist[illegible]way, Unit F6
West Palm Beach, FL 33411
Telephone: (561) 812-3672

E-Mail: info@almazanconstruction.com
CGC1522526

Proposal

Date: 2/5/2021
To: Ranger Construction
Attn: Beatriz Ramirez
Subject: Annual Milling & Resurfacing Contract

Almazan Construction is pleased to quote a price on the following specifically described scopes of work:

RATES

1)	MILLLING - DAILY RATE (0-8 HRS)	1	EA	$	3,500.00	$	3,500.00
2)	CLEAN-UP - DAILY RATE (0-8 HRS)	1	EA	$	1,400.00	$	1,400.00
3)	PAVING CREW (ASPHALT MACHINE, ROLLER, TRAFFIC ROLLER) DAILY RATE (0-8 HRS PER DAY)	1	EA	$	6,000.00	$	6,000.00
4)	TRI-AXLE DUMP TRUCKS (6 HR MINIMUM)					$60.00 PER HR	

Bid excludes permits, fees, performance and payment bonds, certified as-builts, construction layout, MOT, nor unforeseen items. We purpose hereby to furnish material and labor complete in accordance with the above specifications with payments to be made as follows: **Due upon completion.**

Sincerely,
Almazan Construction

Samuel J Almazan

Samuel J. Almazan
Project Manager

Please Note: Proposal may be withdrawn in 30 days.
Please sign and return if acceptance of proposal.

Signature_____ Date_____
Please Note: By signing customer agrees to the terms of payment.

Palm Beach County
Office of Equal Business Opportunity

Certifies That

Sirdar Trucking, Inc.

Vendor # **VC0000126876**

is a Small Business Enterprise (SBE) as prescribed by section 2-80.21 - 2.80.30 of the Palm Beach County Code for a three year period from

May 08, 2021 to May 07, 2024

The following services and/or products are covered under this certification:

Hauling Services; Debris/Recycled Material Hauling Services

Allen Gray, Manager
02/16/2021

PALM BEACH COUNTY • FLORIDA

Palm Beach County Board of County Commissioners

Dave Kerner, Mayor
Robert S. Weinroth, Vice Mayor
Maria G. Marino
Gregg K. Weiss
Maria Sachs
Melissa McKinlay
Mack Bernard

County Administrator
Verdenia C. Baker

EBO FORMS

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All Subcontractors/subconsultants, including any tiered Subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: PROJECT NO. 2021050

SOLICITATION/PROJECT NAME: ANNUAL MILLING AND RESURFACING CONTRACT PALM BEACH COUNTY, FLORIDA

Prime Contractor: Ranger Construction Industries, Inc. Subcontractor: Almazan Construction LLC

(Check box(s) that apply)

☒ SBE ☐ WBE ☒ MBE ☐ M/WBE ☐ Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 8/2/2022

The undersigned affirms they are the following (select one from each column if applicable):

Column 1	Column 2	Column 3
☒ Male ☐ Female	☐ African-American/Black ☐ Asian American ☐ Caucasian American ☒ Hispanic American ☐ Native American	☐ Supplier

S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
#1	MILLING EXISTING ASPHALT	$4900/d	310 d		$1,519,000
	Milling & Clean UP				
#9	SUPERPAVE ASPHALT (SP 9.5)	$60/ton	50628 T		$3037683
	HAULING Asphalt				

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: $4,556,683.00 (9%)

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

Ranger Construction Industries, Inc.
Print Name of Prime

By: _____
Authorized Signature

Jamie Timming
Print Name

Asst Secretary - Operations Manager
Title

Date: 02/23/2021

Almazan Construction
Print Name of Subcontractor/subconsultant

By: _____
Authorized Signature

Samuel J. Almazan
Print Name

President
Title

Date: 2/23/2021

Palm Beach County
Office of Equal Business Opportunity

Certifies That

Almazan Construction, LLC
Vendor # VS0000011267

is a Small/Minority Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach County Code for a three year period from August 3, 2019 to August 2, 2022

The following Services and/or Products are covered under this certification:

Clearing & Grubbing; Construction General Backfill, Digging, Ditching; Demolition; Excavation Services; Paver Block Installation; Construction Curb & Gutter; Construction Sewer & Storm Drain; Construction Sidewalk & Driveway; Construction Water System; Construction Services Maint/Repair Highway and Roads, Asphalt Removal; Construction Services Maint/Repair Parking Lots and Alleys; Construction Services Maint/Repair Sidewalk and Driveway Including Removal; Construction Services Maint/Repair Paving and Resurfacing Parking Lots and Alleys; Construction Services Maint/Repair Paving and Resurfacing Highway and Road; Hauling Services; Transport Equipment; and Grading: Parking Lots, Etc.

Allen F. Gray, Manager
August 3, 2019

PALM BEACH COUNTY • FLORIDA •

Palm Beach County Board of County Commissioners

Mack Bernard , Mayor
Dave Kerner, Vice Mayor
Hal Valeche
Greg K. Weiss
Robert S. Weinroth
Mary Lou Berger
Melissa McKinlay,

County Administrator
Verdenia C. Baker

Assistant County Administrator
Jon Van Arnam

Office of Equal Business Opportunity
Good Faith Efforts Form

PRIME CONTRACTOR GOOD FAITH EFFORTS

Prime Contractor Name: Ranger Construction Industries, Inc.

Project Name: ANNUAL MILLING AND RESURFACING CONTRACT

Project No.: 2021050

Date Submitted: 02/23/2021

The Prime Contractor has to demonstrate "Good Faith Efforts" to meet the S/M/WBE goal, which includes the accurate preparation and submittal of this form, and other efforts described in Section 2-80.27 (1.c) of the Equal Business Opportunity Ordinance.

When submitting a Subcontracting Goal - Waiver Request Form, please submit documentation of your efforts indicated below 7 days prior to bid opening or proposal due date. The fields below will serve as a guide for the Office of Equal Business Opportunity (OEBO) to evaluate your Good Faith Efforts toward meeting subcontracting goals. We ask that this form is utilized in order to provide uniformity to our process; additional documents can be submitted as support for efforts made. For any questions regarding this document, please contact the Office of EBO at 561-616-6840.

THE PRIME CONTRACTOR SHOULD ONLY SUBMIT THIS INFORMATION IF THE PARTICIPATION PLAN DOES NOT MEET THE CONTRACT GOAL. FAILURE TO SUBMIT THIS INFORMATION MAY RESULT IN THE BID AND/OR PROPOSAL FOUND AS NON-RESPONSIVE TO THE ENTIRE SOLICITATION. PLEASE NOTE THAT METHODS OF CONTACT CANNOT BE THE SAME ON MULTIPLE ATTEMPTS.

Scope of Service	Line Item No.	SMWBE Type for Goal		Certified Firm Name, Address, Phone, Email and Contact Person	Methods of Contact		Number of times contacted	Contact Date(s)	Certified Firm Response	Results of Contact (why suitable or not suitable for work)
Trucking		X	SBE	Rapid Removal, Inc./James Carpentier/james@rapidremoval.net 4105 Burns Rd, Palm Beach Gardens, FL 33410/ (561) 622-2242	X	Phone	3	2/2-2/3/2021	No response	they didnt answer the phone or the email
		X	MBE	2300 Palm Beach Lakes Blvd, WPB 33409/ (561).689-0058	X	E-mail	3	2/2-2/3/2021	no quoting	Spoke with Henry, they are not interested to work in this job.
			WBE	904 Prosperity Farms Road, North Palm Beach 33408/ (561) 619-6822		Fax	2	2/2-2/3/2021	no quoting	they only do landscaping
			SMWBE			Pre-Bid	2	2/2-2/3/2021	no quoting	the only provide waste equipment

Authorized Signature: [redacted] **Date:** 01/23/2021 **Phone:** (561) 793-9400

Print Name: Jamie Timming **Email Address:** beatriz.ramirez@rangerconstruction.com estimating@rangerconstruction.com

N/A

N/A

Palm Beach County

Office of Equal Business Opportunity

Subcontracting Goal – Waiver Request Form

PROJECT NAME:	ANNUAL MILLING AND RESURFACING CONTRACT	DATE:	
COMPANY NAME:	Ranger Construction Industries, Inc.	CONTACT NO.:	(561) 662-3752
CONTACT PERSON:	Beatriz Ramirez	CONTACT EMAIL:	beatriz.ramirez@rangerconstruction.com estimating@rangerconstruction.com

In the sections below, points will ONLY be awarded if the firm has fully satisfied the criteria. More information regarding Subcontracting Goal-Waiver Request Evaluation Criteria. Contractors/Consultants must obtain a total of **80 or more points** to receive a waiver approval. Vendor Directory is accessible through the Office of Equal Business Opportunity website https://www.pbcgov.org/pbcvendors .

PART I: Sufficient Commercially Useful Work Identified to Meet Subcontracting Goal

Points: ____

Please provide documentation and supporting evidence to show how the criteria was fulfilled. ***15 points possible:***

- ☒ List the specific scope of work identified for each of the S/M/WBEs contacted
- ☒ Ensure the scope of work identified for S/M/WBEs is greater than or equal to the subcontracting goal(s)
- ☒ Additional comments, if any

PART II: Initial Communications to Potential S/M/WBE Subcontractors Using EBO Portal / Website Posting of Subcontractor Solicitations/Outreach Efforts

Points: ____

Please provide documentation and supporting evidence to show how the criteria was fulfilled. ***40 points possible:***

- ☒ Contact at least three (3) S/M/WBEs in the EBO Vendor Directory for each scope of work identified to be subcontracted in Part I (emails/call logs/fax), one (1) week prior to pre-bid meeting date.
- ☒ Include current documentation of searches from the EBO Vendor Directory.
- ☒ Notify S/M/WBEs within at least 2 (two) weeks prior to the bid opening date, using at least three (3) digital media outlets (e.g. website, newspaper, trade association, publication, minority focus media)
- ☒ Additional comments, if any

We contacted all the companies from the Palm Beach County Vendor Directory.

PART III: Follow-up Communications & Bid Negotiations with Potential Subcontractors

Points: ____

Please provide documentation and supporting evidence to show how the criteria was fulfilled. ***30 points possible:***

- ☒ Promptly follow-up with S/M/WBEs after the initial solicitation at least 2 (two) weeks prior to the bid opening date, during normal business hours by telephone, email, or fax.
- ☒ Include a written statement with contact information on all subcontractors contacted to include the following:
  - ☒ Name of the subcontractor/firm and the contact person(s)
  - ☒ Telephone and Email address
  - ☒ Scope of work the subcontractor indicated they would perform
  - ☒ Notes regarding the outcome of the contact
  - ☒ Dates of contact and Dates of Negotiations

N/A

- ☐ The negotiated price
- ☐ Bids received from subcontractors that could provide a commercially useful function
- ☒ Additional comments, if any

None of the listed subs quoted.

PART IV: Attendance at Pre-Bid Meeting **Points: ____**

County staff maintains documentation regarding attendance at the pre-bid meeting. ***5 points possible:***

☒ Below list the individuals from your staff/firm that attended the pre-bid meeting

Beatriz Ramirez x

PART V: Offer Assistance in Securing Financing, Insurance, or Competitive Supplier Pricing **Points: ____**

Please provide documentation and supporting evidence to show how the criteria was fulfilled. ***10 points possible:***

- ☒ Provide easy access to plans and specifications for S/M/WBEs
- ☐ Provide competitive pricing
- ☐ Make efforts to assist interested business in obtaining financing, bonds, and insurance required for the County project/bid
  - ☐ Provide written documentation of the type of assistance offered
  - ☐ Company name, contact person and telephone number
  - ☐ Name of person who provided the assistance
- ☐ Provide the name, contact person, contact information the competitive pricing offered by the Supplier.
- ☐ Other efforts (if any, list below)

CONTRACTORS/CONSULTANTS MUST OBTAIN A TOTAL OF **80** OR MORE POINTS TO RECEIVE A WAIVER APPROVAL. CONTRACTORS/CONSULTANTS WILL BE CONSIDERED NON-RESPONSIVE TO THE ENTIRE SOLICITATION UPON DENIAL OF THE SUBCONTRACTING WAIVER REQUEST. FOR MORE INFORMATION OF THE SUBCONTRACTING WAIVER CRITERIA OR FOR ASSISTANCE ON COMPLETING THE SUBCONTRACTING WAIVER REQUEST FORM, PLEASE CONTACT THE OFFICE OF EQUAL BUSINESS OPPORTUNITY AT (561) 616-6840.

THE UNDERSIGNED AFFIRMS/CERTIFIES THAT ALL INFORMATION CONTAINED IN THIS FORM IS ACCURATE AND COMPLETE; I UNDERSTAND THAT IF THIS REQUEST FOR WAIVER IS DENIED AND I FAIL TO MEET THE REQUIREMENTS OF THIS SOLICITATION, MY RESPONSE TO THIS SOLICITATION WILL BE DEEMED NON-RESPONSIVE TO THE ENTIRE SOLICITATION.

	Jamie Timming / Asst Secretary - Operations Manager
Signature	**Print Name/Title**

___ Approved
___ Denied

TOTAL SCORE: _____/100

Director, Office of Equal Business Opportunity

N/A

REQUEST FOR SBE OR M/WBE SUBSTITUTION/MODIFICATION/REMOVAL

INSTRUCTIONS FOR SECTIONS 1 TO 3: PRIME CONTRACTOR COMPLETES ALL SECTIONS AS APPLICABLE AND SUBMITS TO DEPARTMENT PROJECT MANAGER AND OEBO OFFICE FOR APPROVAL.

Section 1: Prime Contractor/Consultant Information

Name of Prime	Contact Person	Phone
Ranger Construction Industries, Inc.	Beatriz Ramirez/Jamie Timming	(561) 793-9400

Project Name	Bid/Proposal/Project No.
ANNUAL MILLING AND RESURFACING C	2021050

Original Contract Amount	SBE Goal Achieved

Section 2: SBE or M/WBE Modification*

Name of Subcontractor/Sub consultant	Contact Person	Phone

Original Subcontract Amount	% of Contract Value

Amendment/Change Order/Contingency Amount (if Applicable)

New Contract Amount	% of Contract Value

Section 3: SBE or M/WBE Removal or Substitution*

Please attach completed Palm Beach County S/M/WBE Subcontractor/consultant's Performance Report and Good Faith Effort Form.*A separate and properly executed Schedule 2 (Letter of Intent) is required to support any changes submitted on this form, when applicable.

Approvals:

Dept. Project Manager		Signature:		Date:	
OEBO Representative		Signature:		Date:	

PBC OEBO – Orig. 12/31/2018

http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx

PROPOSAL FORM

Ranger Construction Industries, Inc.
(COMPANY NAME)

101 Sansbury's Way
(COMPANY ADDRESS)

West Palm Beach, FL
(COMPANY CITY & STATE)

33411
(COMPANY ZIP CODE)

CONTACT NAME: Beatriz Ramirez / Jamie Timming

PHONE NUMBER: (561) 793-9400

FACSIMILE NUMBER: (561) 790-4332

EMAIL ADDRESS: beatriz.ramirez@rangerconstruction.com estimating@rangerconstruction.com

59-2098662
FEDERAL TAX I.D. #

03/16/2021
DATE SUBMITTED

FOR THE CONSTRUCTION OF: **ANNUAL MILLING AND RESURFACING CONTRACT**
PALM BEACH COUNTY PROJECT NO. 2021050

TO THE BOARD OF COUNTY COMMISSIONERS OF
PALM BEACH COUNTY, FLORIDA:

We, the undersigned (Contractor), hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this Proposal as principals, and that this Proposal is made without collusion with any person, firm, or corporation, and that we are not on the Scrutinized Companies List as stated on page SC-1, and we have carefully and to our full satisfaction examined the Contract Documents, and that we have made a full examination of the location of the proposed Work and the source of supply of Materials, and we hereby agree to furnish and pay for all necessary labor, Equipment, Materials and services, fully understanding that the quantities shown herein are approximate only and that we will fully complete all Work in accordance with the Contract Documents and the requirements under them of the Engineer, within the time limit specified in this Proposal for the following unit prices, to wit:

BID PROPOSAL
ANNUAL MILLING AND RESURFACING
CONTRACT
PBC PROJECT # 2021050

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
EAST DISTRICT					
1	Mill Existing Asphalt Pavement (1")	2,220,000	SY	$ 2.00	$ 4,440,000.00
2	Mill Existing Asphalt Pavement (1.5")	111,000	SY	$ 2.00	$ 222,000.00
3	ACSC Type S-I (0-200 Ton Orders)	1,400	TN	$ 120.00	$ 168,000.00
4	ACSC Type S-I (>200 Ton Orders)	17,500	TN	$ 100.00	$ 1,750,000.00
5	ACSC Type S-III (0-200 Ton Orders)	3,500	TN	$ 120.00	$ 420,000.00
6	ACSC Type S-III (> 200 Ton Orders)	17,500	TN	$ 108.00	$ 1,890,000.00
7	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	3,500	TN	$ 120.00	$ 420,000.00
8	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)	10,500	TN	$ 115.00	$ 1,207,500.00
9	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)	175,000	TN	$ 108.50	$ 18,987,500.00
10	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	1,400	TN	$ 120.00	$ 168,000.00
11	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	2,800	TN	$ 100.00	$ 280,000.00
12	High Friction Surface Treatment	17,500	SY	$ 39.00	$ 682,500.00
WEST DISTRICT					
13	Mill Existing Asphalt Pavement (1")	370,000	SY	$ 1.90	$ 703,000.00
14	Mill Existing Asphalt Pavement (1.5")	3,700	SY	$ 2.00	$ 7,400.00
15	ACSC Type S-I (0-200 Ton Orders)	1,750	TN	$ 120.00	$ 210,000.00
16	ACSC Type S-I (>200 Ton Orders)	70,000	TN	$ 100.00	$ 7,000,000.00
17	ACSC Type S-III (0-200 Ton Orders)	1,750	TN	$ 120.00	$ 210,000.00
18	ACSC Type S-III (> 200 Ton Orders)	1,750	TN	$ 105.00	$ 183,750.00
19	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-200 Ton Orders)	1,750	TN	$ 120.00	$ 210,000.00
20	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (200-800 Ton Orders)	1,750	TN	$ 120.00	$ 210,000.00
21	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 800 Ton Orders)	1,750	TN	$ 107.00	$ 187,250.00
22	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (0-200 Ton Orders)	1,750	TN	$ 120.00	$ 210,000.00
23	Superpave Asphaltic Concrete (SP-12.5 Traffic Level C) (> 200 Ton Orders)	3,500	TN	$ 104.00	$ 364,000.00
24	High Friction Surface Treatment	7,000	SY	$ 39.00	$ 273,000.00
EAST AND WEST DISTRICTS					
25	Off Duty Police Officer	700	HR	$ 75.00	$ 52,500.00
26	Portable Milling Machine	875	HR	$ 230.00	$ 201,250.00
27	Mill Existing Asphalt Pavement (<5,000 SY)	185	1/2 Day	$ 8,000.00	$ 1,480,000.00
28	Mill Existing Asphalt Pavement (1") - Residential Roadways	740,000	SY	$ 2.10	$ 1,554,000.00
29	Mill Existing Asphalt Pavement (1.5") - Residential Roadways	92,500	SY	$ 2.05	$ 189,625.00
30	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (0-500 Ton Orders) - Residential Roadways	17,500	TN	$ 120.00	$ 2,100,000.00
31	Superpave Asphaltic Concrete (SP-9.5 Traffic Level C) (> 500 Ton Orders) - Residential Roadways	35,000	TN	$ 115.00	$ 4,025,000.00
32	Surcharge to deliver millings to Palm Beach County stockpile site using contractor vehicle	35,000	CY	$ 2.00	$ 70,000.00
33	Surcharge for Palm Beach County to pick up millings in County vehicles	35,000	CY	$ (3.10)	$ (108,500.00)

BID PROPOSAL

ANNUAL MILLING AND RESURFACING

CONTRACT

PBC PROJECT # 2021050

ITEM #	ITEM DESCRIPTION	QTY	UNITS	UNIT PRICE	AMOUNT
34	Manhole Adjustment	1,750	EA	$ 180.00	$ 315,000.00
35	Adjust Valve Boxes & Misc. Structures	1,750	EA	$ 95.00	$ 166,250.00
36	Box Out Shoulder (as per detail)	350	HR	$ 140.00	$ 49,000.00
37	Remove and Re-install Wheel Stops	963	EA	$ 40.00	$ 38,520.00
38	Bituminous Material (Prime Coat)	350	Gal	$ 6.50	$ 2,275.00
39	Premium for work within Railroad rights-of-way (see footnote)	70	EA	$ 1,300.00	$ 91,000.00
				TOTAL BID	**$ 50,629,820.00**

THE COUNTY DOES NOT GUARANTEE THE ACCURACY OF THE FORMULAS AND EXTENSIONS USED IN THIS SPREADSHEET.

THE ITEMS AND QUANTITIES ABOVE, SHALL GOVERN OVER THE PLANS.

PAY ITEM FOOTNOTES IN CONSTRUCTION PLANS SHALL ALSO BE INCLUDED IN ITEM UNIT PRICE.

PAY ITEM FOOTNOTES:

All costs for **Maintenance of Traffic (MOT)** shall be considered incidental to, and shall be included in, unit prices for the pay items. The only exceptions to this shall be the Off Duty Police Officer required per specification and standards or as directed by Palm Beach County and the premium for MOT within a railroad right-of-way which shall be included in the "Premium for work within Railroad rights-of-way" item.

Milling Existing Asphalt Pavement Items per square yard are based on the indicated depth of milling. In the event that other milling depths are required, the contract price for Mill Existing Asphalt Pavement will be adjusted in (1/2") increments.

Portable Milling Machine, per hour, includes portable milling machine, all labor for actual milling and clean-up and satisfactory disposal of milled material. Payment shall be based upon actual hours for milling and clean-up. Disposal of milled material shall be considered incidental to per hour rate for Portable Milling Machine.

Manhole Adjustment, each, may be accomplished using precast rings or other methods acceptable to the County.

Remove and Re-install Wheel Stops, each, includes all labor, equipment and materials required for removal of wheel stops and re-bar or other methods of attachment, stockpiling and protecting wheel stops and accessories and re-installation of wheel stops by an acceptable attachment method. Furnishing and installing replacement wheel stops and/or attachment devices which have been damaged during removal or storage shall be incidental to the pay item.

Residential roadways will be identifed by Palm Beach County. The intent of Residential Roadway items is for those roadways within subdivisions with direct driveway connections. Note there are also local streets and collector roads with direct driveway connections that will not be considered as a Residential Roadway.

Palm Beach County reserves the right to acquire **millings** at their discretion. Delivery options include, transport of millings using Palm Beach County vehicles and/or Contractor supplied vehicles (surcharge to be applied).

Surcharge for delivery of millings will include all labor, equipment and materials required to deliver millings to the Palm Beach County stockpile site on Benoist Farms Road.

Premium for work within Railroad rights-of-way shall include all additional costs required to work within the railway right-of-way. This shall include, but not be limited to permitting, maintenance of traffic, railroad protective liability insurance policies, and other permit requirements.

PROPOSAL FORM

PROJECT NO. **2021050**

TOTAL BID 00
$ 50,629,820.
IN FIGURES

The Contractor acknowledges that Addenda 1 thru 6 have been received and that related costs are reflected in the submitted bid. Contractor has committed to ***goal of*** 15 ***% SBE participation*** as set forth on the Schedule 1 and Schedule 2 that are completed and submitted by Contractor. Contractor shall comply with said goal if awarded the Contract.

The Contractor hereby certifies and agrees that the following information is correct: In preparing its response to the Solicitation, the Contractor has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the proposal submitted by the Contractor for this Solicitation, and to terminate any contract awarded based on the response. As part of its proposal, the Contractor shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Contractor discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a proposal to the County, the Contractor agrees to comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770, as amended.

The Contractor further agrees to perform all force account Work, as provided for in the General Provisions, and to execute the Contract and return to the County, along with a Contract Bond and Certificate of Insurance within fourteen (14) Working Days of the date of the Letter of Intent to Award and to commence Work with adequate forces and Equipment within fourteen (14) Calendar Days of the date set forth in the Notice to Proceed and to fully complete all contracted Work under the same in accordance with Contract Documents within the Contract Time.

PROPOSAL FORM

THE TIMELY COMPLETION OF THIS PROJECT IS CRITICAL TO THE HEALTH, SAFETY AND WELFARE OF THE TRAVELING PUBLIC. It is the desire of Palm Beach County to expedite the construction and opening to traffic of the project. The Contractor shall be required to work such hours, weekends and/or Holidays to meet the required Contract schedules.

The Contractor shall complete in full all Work under this Contract in accordance with the Special Provisions. It is further agreed that should the Contractor fail to complete all necessary Work under this Contract within the above referenced time; then, due to the criticalness of the timely completion of this project, liquidated damages for failure to meet these provisions shall be in accordance with Section 8 of the Standard Specifications.

The Contractor further agrees to furnish a sufficient and satisfactory Bond, on the form herein provided, in accordance with Section 3 of the General Provisions.

The Contractor further agrees to bear the full cost of maintaining all Work until the final acceptance, as provided in the Contract Documents.

Accompanying this Proposal is a Proposal Guaranty (Bid Bond) made payable to Palm Beach County, a Political Subdivision of the State of Florida, in the sum of 5% of amount Bid which is to be forfeited as liquidated damages if, in case this Proposal is accepted, the undersigned should fail to execute the attached Contract under the conditions of this Proposal. Otherwise, the Bid Bond is to be returned to the Contractor upon the delivery of a satisfactory Contract Bond.

Company Name: Ranger Construction Industries, Inc. Authorized Officer: Jamie Timming (Print)

Address: 101 Sansbury's Way Signature:

West Palm Beach, FL 33411

PROPOSAL FORM

CONTRACTOR CERTIFICATION

PALM BEACH COUNTY

ENGINEERING AND PUBLIC WORKS DEPARTMENT

NPDES GENERAL PERMIT FOR STORM WATER DISCHARGES

FROM

ROADWAY CONSTRUCTION SITES

ANNUAL MILLING AND RESURFACING CONTRACT

PALM BEACH COUNTY PROJECT NO. 2021050

"I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification."

Name of Contracting Firm: Ranger Construction Industries, Inc.

By: _____ Date: 03/16/2021

Name and Title: Jamie Timming - Asst Secretary/Operations Manager

Address or P.O. Box: 101 Sansbury's Way

West Palm Beach	Florida	33411
City	State	Zip Code

Telephone: (561) 793-9400

Area Code Number

PALM BEACH COUNTY LOCAL PREFERENCE ORDINANCE

In accordance with the Palm Beach County Local Preference Ordinance, a preference will be given to (1) Bidders having a permanent place of business in Palm Beach County; (2) Bidders having a permanent place of business in the Glades that are able to provide the goods or services within the Glades.

1. Local Preference means that if the lowest responsive, responsible Bidder is a non-local business, then all Bids received from responsive, responsible local Bidders are decreased by 5%. The original Bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference.

2. Glades Local Preference means that if the lowest responsive, responsible Bidder is a non-Glades business, then all Bids received from responsive, responsible Glades Bidders are decreased by 5%. The original Bid amount is not changed; the 5% decrease is calculated only for the purposes of determining local preference. A Bidder who is a local business but not a Glades business and who utilizes Glades subcontractor(s) for a minimum of 15% of the total Bid price, may receive a local preference of three (3) percent, solely for the purpose of determining Bid award. If the Local business utilizes Glades subcontractor(s) for a minimum of 30% of the total Bid price, he may receive a local preference of four (4) percent for the purposes of ranking Bidders.

To receive either a Local Preference or a Glades Local Preference, a Bidder must have a permanent place of business in existence prior to the County's issuance of this Invitation for Bid. A Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless specifically exempted by law, and will be used to verify the Bidders' permanent place of business. A permanent place of business means that the Bidder's headquarters is located in Palm Beach County or in the Glades, as applicable; or the Bidder has a permanent office or other site in Palm Beach County or in the Glades, as applicable; where the Bidder will produce a substantial portion of the goods or services to be purchased. The Bidder must submit the attached Certification of Business Location at the time of Bid submission. Failure to submit this information will cause the Bidder to not receive a local preference. Palm Beach County may require a Bidder to provide additional information for clarification purposes at any time prior to the award of the Contract.

In procurements where price is the only factor for selection, the above provisions shall not be applied where the application would result in an award which exceeds the otherwise lowest, responsive Bidder by one hundred thousand dollars ($100,000).

The local Bidder may not receive more than one preference. The Glades Local Preference prevails over the Local Preference and the SBE Preference prevails over both the Local and Glades Local Preferences.

CERTIFICATION OF BUSINESS LOCATION

In accordance with the Palm Beach County Local Preference Ordinance, as amended, a preference will be given to: (1) those Bidders having a permanent place of business in Palm Beach County (County); and (2) those Bidders having a permanent place of business in the Glades providing goods or services to be utilized in the Glades. To receive a local preference, an interested Bidder must have a permanent place of business in the County or in the Glades, as applicable, prior to the County's issuance of an invitation for Bid. A Business Tax Receipt issued by the Palm Beach County Tax Collector is required, unless specifically exempted by law, and will be used to verify the Bidders' permanent place of business. The Bidder must submit this Certification of Business Location at the time of Bid submission. This Certification of Business Location is the sole determinant of local preference eligibility. Errors in the completion of this Certification or failure to submit this completed Certification will cause the Bidder to not receive a local preference. Please note that in order to receive a local preference, the name and address on the Business Tax Receipt must be the same name and address that is included in the Bid or Proposal submitted by the Bidder to the County.

1) Bidder is a:

__X__ **Local Business** (A local business has a permanent place of business in Palm Beach County**)

(Please indicate):
__X__ Headquarters located in Palm Beach County.
_____ Permanent office or other site located in Palm Beach County from which a vendor will produce a substantial portion of the goods or services to be purchased.

_____ **Glades Business** (a Glades business has a permanent place of business in the Glades**)

(Please indicate):
_____ Headquarters located in the Glades.
_____ Permanent office or other site located in the Glades from which a vendor will produce a substantial portion of the goods or services to be purchased.

_____ **Regional Business** (A regional business is one that has a permanent place of business in Martin, Broward, or Miami Dade County.)

****A post office box or location at a postal service center is not acceptable.**

2) The attached copy of the Bidder's Palm Beach County Business Tax Receipt verifies the Bidder's permanent place of business.

THIS CERTIFICATION is submitted by Jamie Timming
(Name of Individual)

Asst Secretary/Operations Manager, of Ranger Construction Industries, Inc.
(Title/Position) (Firm Name of Bidder/Proposer)

who hereby certifies that the information stated above is true and correct, and that the Bidder has a permanent place of business in Palm Beach County. Further it is hereby acknowledged that any misrepresentation by the Bidder on this Certification will be considered an unethical business practice and be grounds for sanctions against future County business with the Bidder.

Signature

03/16/2021
Date

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
101 SANSBURY'S WAY
WEST PALM BEACH, FL 33411

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0102 CW GENERAL CONTRACTOR	KRACUNAS MICHAEL B	CGC031554	B20.538347 - 07/28/20	$369.60	B40167781

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2020/2021 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2017102466
EXPIRES: SEPTEMBER 30, 2021

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.

RANGER CONSTRUCTION IND INC
RANGER CONSTRUCTION IND INC
101 SANSBURYS WAY
WEST PALM BEACH FL 33411-3693

5 6 - 1573

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
101 SANSBURY'S WAY
WEST PALM BEACH, FL 33411

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
23-0051 GENERAL CONTRACTOR	KRACUNAS MICHAEL B	CGC031554	B20.538346 - 07/28/20	$99.00	B40167782

This document is valid only when receipted by the Tax Collector's Office.

STATE OF FLORIDA
PALM BEACH COUNTY
2020/2021 LOCAL BUSINESS TAX RECEIPT

LBTR Number: 2017102465
EXPIRES: SEPTEMBER 30, 2021

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.

RANGER CONSTRUCTION IND INC
RANGER CONSTRUCTION IND INC
101 SANSBURYS WAY
WEST PALM BEACH FL 33411-3693

5 6 - 1545

PALM BEACH COUNTY
LIVING WAGE ORDINANCE

(PBC Ordinance No. 2003-004, as amended by PBC Ordinance No. 2004-002) (a.k.a., Palm Beach County Living Wage Ordinance, hereinafter Ordinance)

Implementation
This information shall serve to notify the Contractor of the Ordinance's implementation requirements as referenced in Section 4 of the Ordinance, as stated below and on the LW pages of this specification. A copy of the Ordinance is available for pickup at the Engineering & Public Works Department (Roadway Production Division).

The costs for implementing these requirements shall be incidental to the cost of the project.

Procurement Specifications
The Ordinance states that the living wage requirement shall be included in the procurement Specifications for all county construction contracts that have a total Contract value exceeding $100,000, and that is not subject to the Davis-Bacon Act or any related act or acts, as amended, that require the payment of Davis-Bacon Act wage rates.

The Ordinance also requires that the prospective non-county employer agree to produce, upon the request of the Construction Coordination Division, or as otherwise provided by the County Administrator through countywide policy, all documents and payroll records required under this Ordinance.

Maintenance of Payroll Records
Each non-county employer shall maintain payroll records and basic records relating thereto for each employee, and shall preserve them for a period of four (4) years, after Project completion date, or such longer time as may be required in other provisions of this Contract. The records shall contain:

(1) Each employee's name and address;
(2) Each employee's job title and classification;
(3) The number of hours worked each day by each employee;
(4) The gross wages and deductions made for each employee; and
(5) Annual wages paid to each employee.

Reporting Payroll
Every six (6) months the non-county employer shall certify and file with the Construction Coordination Division if the non-county employer is a general Contractor, or with the general Contractor if the non-county employer is a subcontractor, certification that all non-county employees who worked on each construction Contract during the preceding six (6) month period were paid the living wage in compliance with this Ordinance. Upon the County's request, the non-county employer shall produce for inspection and copying the payroll records for any or all of its employees for the prior four (4) year period, or such longer time as may be required in other provisions of this Contract.

LIVING WAGE CERTIFICATION

Project: Annual Milling and Resurfacing Contract

Contractor Name: Ranger Construction Industries, Inc.

Contact Person: Beatriz Ramirez - Jamie Timming

Contractor Address: 101 Sansbury's Way
West Palm Beach, Fl 33411

Contractor Phone: (561) 793-9400

Amount of Contract: $50,000,000

Please include the following with the Bid submission:

1. Brief description of the service provided under the construction Contract.

2. A statement of wage levels for prospective non-county employees.

3. A commitment to pay each non-county employee the living wage, as adjusted, in accordance with the Palm Beach County Living Wage Ordinance. According to Section 3(B)(2), of the Palm Beach County Living Wage Ordinance, the living wage must be adjusted annually for inflation, and this adjustment must take effect each October 1st. (See Palm Beach County Code Section 2-149(b)(2).)

The living wage for October 1, 2020, through September 30, 2021, is $12.83/hour.

The Contractor/subcontractor(s) shall post a copy of the following Notice to Employees (LW-3) at the Work site in a prominent place where it can easily be seen by the employees, or provide a copy with the employee's first paycheck and at least every six (6) months thereafter.

The undersigned hereby certifies that the above and attached information is true and correct.

IN WITNESS THEREOF, the undersigned has set his hand and affixed the Corporate Seal this 16 day of March, 20 21.

(Authorized Signature)

(Corporate Seal)

Jamie Timming - Asst Secretary/Operations Manager
(Print Name and Title)

LIVING WAGE ORDINANCE AND CERTIFICATIONS

Notice and Posting

Non-county employers shall post a copy of the following statement at the Work site in a prominent place where it can easily be seen by the employees: "NOTICE TO EMPLOYEES: If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least **$12.83** per hour. If you are not paid this hourly rate, contact your supervisor or a lawyer." The following statement shall be printed in English, Spanish, and Creole, and shall be printed with black lettering on letter-size, white paper using a Times New Roman 14-point font, Courier New 14-point font, or Arial 14-point font. Posting requirement will not be required if the non-county employer attaches a copy of the following statement to the employee's first paycheck, and to subsequent paychecks at least every six (6) months thereafter. Non-county employers shall supply a copy of the following statement to any employee upon request within a reasonable time. Non-county employers shall forward a copy of the requirements of this ordinance to any person or business submitting a Bid for a subcontract on any Contract covered by this ordinance.

This notice is provided pursuant to the Palm Beach County Living Wage Ordinance, Section 3 (E), (as amended through January 2004), and reflects the adjusted living wage effective October 1, 2020, through September 30, 2021.

NOTICE TO EMPLOYEES (ENGLISH)

If you are employed to provide certain services to Palm Beach County, your employer may be required by Palm Beach County law to pay you at least $12.83 per hour. If you are not paid this hourly rate, contact your supervisor or Palm Beach County.

NOTIFICACIÓN A PATRONES (ESPAÑOL)

Si usted tiene un empleo por el cual provee ciertos servicios al Condado de Palm Beach, el Condado de Palm Beach puede requerir de su patrón que le pague a usted por lo menos $12.83 por hora. Si a usted no se le paga esta cantidad por hora, póngase en contacto con su supervisor o el Condado de Palm Beach.

AVI POU ENPLWAYE-YO (CREOLE)

Si ke ou enplwaye pou bay kek sévis pou Komin-n Palm Beach-la, Dapré la Lwa, Bos travay-la sipoze peye-w o mwen $12.83 pa lé. Si yo pa peye-w valé sa-a, se pou-w kontakte sipévize-w la o byen Komin-n Palm Beach-la.

(Authorized Signature)

Jamie Timming - Asst Secretary/Operations Manager
(Print Name and Title)

CERTIFICATION OF COMPLIANCE WITH THE LIVING WAGE ORDINANCE

The Ordinance states: "Every six (6) months the non-county employer shall certify and file with the Construction Coordination Division if the non-county employer is a general Contractor, or with the general Contractor if the non-county employer is a subcontractor, certification that all non-county employees who worked on each construction Contract during the preceding six (6) month period were paid the living wage in compliance with the Living Wage Ordinance. Upon the County's request, the non-county employer shall produce for inspection and copying the payroll records for any or all of its employees for the prior three (3) year period."

The County further requires that the Contractor submit this certification statement with each pay application, including the final, on company letterhead.

The undersigned authorized person hereby certifies that the above requirements are adhered to and that payroll records are being maintained in accordance with the requirements of LW-1 "Maintenance of Payroll Records".

03/16/2021

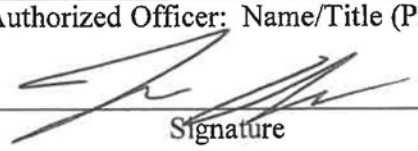
Date

Ranger Construction Industries, Inc.

Company Name (Print)

Jamie Timming - Asst Secretary/Operations Manager

Authorized Officer: Name/Title (Print)



Signature

Ranger Construction

March 16, 2021

Omelio A. Fernandez. PE, Director
Board of County Commissioners of Palm Beach County
Office of Palm Beach County Engineering & Public Works
Roadway Production Division
2300 North Jog Road
West Palm Beach, FL 33411-2745

Re:
ANNUAL MILLING AND RESURFACING
CONTRACT
PALM BEACH COUNTY, FLORIDA
PROJECT NO. 2021050

Living Wage Certification
Dear Mr. Fernandez:

Scope of services for the above referenced project consist of Milling and resurfacing various roads within Palm Beach County. This is an annual countywide contract on a work task order basis, and other work as directed by the Engineer.

Ranger Construction Industries, Inc. (RCI) acknowledges that the Living Wage Ordinance is in effect and, in the event RCI is awarded this contract, is committed to follow the procedures as outlined in the contract documents on pages LW-1 through LW-4.
Sincerely,

Jamie Timming
Asst. Secretary/Operations Manager

Cc: File

101 Sansbury's Way, West Palm Beach, FL 33411, Phone (561) 793-9400, Fax (561) 790-4332

SCRUTINIZED COMPANIES

As provided in F.S. 287.135, by entering into this Contract or performing any Work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that boycott Israel List, or is engaged in a boycott of Israel, pursuant to F.S. 215.4725. Pursuant to F.S. 287.135(3)(b), if CONTRACTOR is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel, this Contract may be terminated at the option of the COUNTY.

When Contract value is greater than $1 million: As provided in F.S. 287.135, by entering into this Contract or performing any Work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473 or is engaged in business operations in Cuba or Syria.

If the County determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of $2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal, if applicable.

The undersigned authorized person hereby has read and certifies that the above is adhered to.

03/16/2021
Date

Ranger Construction Industries, Inc.
Company Name (Print)

Jamie Timming - Asst Secretary/Operations Manager
Authorized Officer: Name/Title (Print)

Signature

BID BOND

STATE OF FLORIDA)

) ss.

COUNTY OF PALM BEACH)

KNOW ALL MEN BY THESE PRESENTS: That we, Ranger Construction Industries, Inc. (Principal), and Travelers Casualty and Surety Company of America as Surety (Surety) are held and firmly bound unto Palm Beach County, a Political Subdivision of the State of Florida, (County) in the amount of Five (5%) percent of bid, lawful money of the United States of America, for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents;

WHEREAS, the Principal contemplates submitting or has submitted a bid to the Board of County Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor Materials, Equipment, machinery, tools, apparatus, services, all State Workers' Compensation and unemployment compensation taxes incurred in the performance of the Contract, means of transportation for and complete Construction of:
ANNUAL MILLING AND RESURFACING CONTRACT, PROJECT NO. 2021050, in the County of Palm Beach, State of Florida; and

WHEREAS, it was a condition precedent to the submission of said bid that a cashier's check or bid bond in the amount of five percent (5%) of the total bid amount be submitted with said bid as a guarantee that the Bidder would, if given a letter of Intent to Award the Contract, enter into a written contract with the County, and furnish a Public Construction Bond as required in sections 3-5 and 3-6 of the General Provisions within fourteen (14) consecutive business days of the date of the letter of the Intent to Award Contract.

BID BOND

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that, if the bid of the Principal be accepted and Principal, within fourteen (14) consecutive business days after the date of the Letter of Intent to Award, the letter being written notice of such acceptance, enter into a written contract with Palm Beach County, a Political Subdivision of the State of Florida, and furnish a Certificate of Insurance, and a Public Construction Bond in the form included in the Bid Documents and in an amount as required in sections 3-5 and 3-6 of the General Provisions satisfactory, to Palm Beach County, a Political Subdivision of the State of Florida, then this obligation shall be void, otherwise the sum herein stated shall be due and payable to the County, and the Surety agrees to pay said sum immediately upon demand of the County, in good and lawful money of the United States of America, as liquidated damages for failure of the Principal.

IN WITNESS WHEREOF, Ranger Construction Industries, Inc. as Principal herein, has caused these presents to be signed in its name, by its Asst Secretary/Operations Mgr., and attested by its Secretary, under its corporate seal, and Travelers Casualty and Surety Company of America, as Surety herein, has caused these presents to be signed in its name, by its Attorney-In-Fact, under its corporate seal, this 16th day of March, A.D., 20 21.

ATTEST:

(Signature)

Douglas Browning
(Print Name)

Sec/Treas
(Title)

Ranger Construction Industries, Inc.
(Seal)

By: _____
(Principal)

ATTEST:

Helena Ma. Arango
(Signature)

Elena Arango
(Print Name)

Witness To Surety
(Title)

Travelers Casualty and Surety Company of America
(Seal)

By: _____
(Surety)

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **William Phelps** of **Melbourne, Florida** their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this _____ day of _____, _____.

Kevin E. Hughes
Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

CERTIFICATE OF RESOLUTION

The undersigned hereby certifies that the following are true and correct statements:

1. That the undersigned is the Secretary *(insert title)* of Ranger Construction Industries, Inc. *(insert business name)* a Corporation *(insert business organization, i.e. corporation, LLC, LLP)*, organized and existing in good standing under the laws of the State of Florida *(Firm)*, and that the following Resolutions are true and correct Resolutions adopted by the Board of Directors *(insert form of management)* of the Firm on the 22 day of July, 20 20, in accordance with the laws of the State of Florida *(where Firm is organized)* of the Firm, and The articles of Incorporation *(governing documents)* of the Firm.

RESOLVED, that the Firm shall enter into that certain Contract between Palm Beach County, a political subdivision of the State of Florida, and the Firm, a copy of which is attached hereto, and be it

FURTHER RESOLVED, that Jamie Timming, the Asst Secretary - Operations Manager of the Firm, is hereby authorized and instructed to execute such Contract and such other instruments as may be necessary and appropriate for the Firm to fulfill its obligations under the Contract.

2. That the foregoing Resolutions have not been modified, amended, rescinded, revoked or otherwise changed and remain in full force and effect as of the date hereof.

3. That the Firm is in good standing under the laws of the State of Florida or its state of formation, as provided above, and has qualified, if legally required, to do business in the State of Florida and has the full power and authority to enter into such Contract.

IN WITNESS WHEREOF, the undersigned has set his/her hand and affixed the Seal of the Firm the 16 day of March, 20 21,

(SEAL)

(Signature)

Douglas Browning - Secretary/Treasurer
(Print Name and Title)

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ■ physical presence or ☐ online notarization, this 16 day of March, 20 21, by Douglas Browning *(name)* as Secretary/Treasurer *(title)* for Ranger Construction Industries, Inc. *(firm)*, on behalf of the *(choose one)* corporation / company / partnership, who is ■ personally known to me or ☐ has produced Personally Known (type of identification) as identification.

(Notary Signature)

Notary Public, State of Florida

(Stamp/Seal)

Notary Public State of Florida
Terry Jo Basher
My Commission GG 228874
Expires 08/21/2022

(Print Notary Name)

Commission Number _____

My Commission Expires _____

CONTRACT

STATE OF FLORIDA)

) ss.

COUNTY OF PALM BEACH) R2021 0984

AUG 17 2021

This Contract, made this ___ day of _____, A.D. 20___, by and between PALM BEACH COUNTY, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners (hereinafter "County"), and Ranger Construction Industries, Inc., Florida, and its heirs, executors, administrators and assigns, (hereinafter "Contractor"):

WITNESSETH: The Contractor agrees with the County, for the consideration herein mentioned at its own proper cost and expense to do all the Work and furnish all necessary labor, Materials, Equipment, machinery, tools, apparatus, services, state Workers' Compensation and unemployment compensation taxes incurred in the performance of the Contract, and means of transportation for the complete construction of:

PROJECT NAME: **ANNUAL MILLING AND RESURFACING CONTRACT**

PROJECT NO.: **2021050**

IN THE AMOUNTS specified in Work Orders which may be issued by the County. The County is not required to issue any Work Orders hereunder. The total value of Work Orders issued under this Contract shall not exceed **Fifty Million Dollars ($50,000,000.00)**, except as may be increased according to Section 9-11 of the Contract Specifications.

The Contractor further agrees for the consideration herein mentioned to commence Work with adequate forces and Equipment within five (5) Working Days of the Work Order being issued for a specific project and to fully complete all contracted Work under the same in accordance with Contract Documents. After commencement of the Work, the Work Order shall be properly dispatched toward completion, to the satisfaction of the Engineer, and shall be fully complete within the time limit specified in the Work Order. Should the time limit for completion of the Work Order exceed the expiration date of the Contract, the Work Order Work will continue to completion and the Contractor shall ensure that Bonding and Insurance coverage do not expire until all Work Orders issued prior to the expiration of this Contract are complete and accepted. It is understood and agreed that the time limit for completion of said Work is the essence of the Contract. If Contractor fails to complete the Work within the time limit, it is agreed that for such Calendar Day that any Work provided for in these Contract Documents remain incomplete after the time limit has expired, including any official extension of the time limit, the sum per day given in the contained schedules shall be deducted from monies due the Contractor, not as a penalty, but as liquidated damages and added expense for supervision.

CONTRACT

The Contractor shall take into account all contingent Work which has to be done by other parties arising from any cause whatsoever, and shall not plead its want of knowledge of such contingent Work as an excuse for Delay in a Contractor's Work, or for its non-performance.

IN WITNESS WHEREOF, the Parties have caused this Contract for Annual Milling and Resurfacing Contract, Project No. 2021050 to be executed and sealed the day and year first written above.

OWNER:

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Morton L. Rose, P.E.
Director of Roadway Production

CONTRACTOR:

By: _____
(Signature)

a Florida corporation
(insert state of incorporation)

Jamie Timming
(Print signatory's name)

General Manager
(Print signatory's title)

5/7/21
(Date)

(Corporate Seal)

ATTEST WITNESS:

_____
(Witness Signature)

Terry Basher
(Print Witness Name)

_____
(Witness Signature)

Cristina Lolli
(Print Witness Name)

CONTRACT

{SIGNATURE PAGES CONTINUED}

R2021 0984

ATTEST:

Joe Abruzzo
Clerk of the Circuit Court & Comptroller

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Yelizaveta B. Herman
Assistant County Attorney

COUNTY:

AUG 17 2021

Palm Beach County, a Political Subdivision
Of the State of Florida, by and through its Board of
County Commissioners

By: _____
Dave Kerner, Mayor

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 107425773

BOND AMOUNT: $50,000.00

CONTRACT AMOUNT: $50,000,000.00

CONTRACTOR'S NAME: Ranger Construction Industries, Inc.

CONTRACTOR'S ADDRESS: 101 Sansbury's Way
West Palm Beach, FL 33411

CONTRACTOR'S PHONE: 561-762-5118

SURETY COMPANY: Travelers Casualty and Surety Company of America

SURETY ADDRESS: One Tower Square
Hartford, CT 06183

SURETY PHONE: 800-842-5075

OWNER'S NAME: Palm Beach County

OWNER'S ADDRESS: 2300 North Jog Road, Suite 3W-33
West Palm Beach, FL 33411-2745

OWNER'S PHONE: 561-684-4150

PROJECT NO.: 2021050

DESCRIPTION OF WORK: Pavement Milling and Resurfacing

PROJECT LOCATION: Countywide

LEGAL DESCRIPTION: No legal description is available. The best description available is as indicated on the Project Location above.

PUBLIC CONSTRUCTION BOND

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that Contractor (Principal) and Surety, are held and firmly bound unto:

Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

As Obligee, herein called County, for the use and benefit of claimant as herein below defined, in the amount of:

$ 50,000.00

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

AUG 17 2021

WHEREAS, Principal has by written agreement dated _____, 20____, entered into a Contract with the County for:

Project Name:	Annual Milling and Resurfacing Contract
Project No.:	2021050
Project Description:	See Page PCB-1
Project Location:	See Page PCB-1

in accordance with Design Criteria Drawings and Specifications prepared by:

Name of Engineering/Architectural Firm:	TBD
Location of Firm:	TBD
Phone:	TBD
Fax :	TBD

which Contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract dated AUG 17 2021 between Principal and County for the construction of the project as described above, the Contract being made part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, Materials, or supplies, used directly or indirectly by Principal in the prosecution of the Work provided for in the Contract; and

3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that County sustains because of a default by Principal under the Contract; and

4. Performs the guarantee of all Work and Materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

PUBLIC CONSTRUCTION BOND

5. Any changes in or under the Contract Documents and compliance or noncompliance with any formalities connected with the Contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.

6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not Claim for the amount of such lien be presented under and against the bond.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, Delay and liquidated damages contained in the Contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County and not elsewhere.

ATTEST:

(Signature)

Ranger Construction Industries, Inc.
(Seal)

Terry Bastner
(Print Name)

EXECUTIVE ASSISTANT
(Title)

By:
(Principal)

ATTEST:

(Signature)

Travelers Casualty and Surety Company of America
(Seal)

CRISTINA LOLLI
ASSISTANT CONTROLLER
(Print Name)

Witness to Surety
(Title)

By:
William Phelps, Attorney-In-Fact and FL Resident Agent
(Surety)

PUBLIC CONSTRUCTION BOND

DESCRIPTION OF WORK:	Annual Milling and Resurfacing Contract
PROJECT LOCATION:	Countywide
SURETY COMPANY:	Travlers Casualty and Surety Company of America
SURETY ADDRESS:	One Tower Square Hartford, CT 06183
SURETY PHONE:	800-842-5075
BOND NUMBER:	107425773
BOND AMOUNT:	$50,000.00
CONTRACT AMOUNT:	$50,000,000.00

As the Surety Company for Ranger Construction Industries, Inc. we have executed the captioned bond. Because the Contract date is unknown, we have left the bond(s) undated. As a duly authorized Attorney-in-Fact for the Surety, Travelers Casualty and Surety Company of America, permission is hereby granted to Palm Beach County to fill in the Contract date on the bond(s) and power of attorney when that date is known. Also, the "signed and sealed" date on the bond(s) should be completed.

TRAVELERS

Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **William Phelps** of **Melbourne, Florida** their true and lawful Attorney-in-Fact tosign, execute, seal and acknowledge any and all bonds,recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this AUG 17 2021 day of

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

OEBO SCHEDULE 3
SUBCONTRACTOR ACTIVITY FORM

SUBCONTRACTOR ACTIVITY FOR MONTH ENDING _____ PROJECT #: _____

PROJECT NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

Schedule 3 is used to show the monthly payment activity for work performed by each Subcontractor on the project and in conformity with the Subcontractor(s) submitted on Schedule 2. It also shows approved change orders as they impact all Subcontractors. Schedule 3 is to be submitted by the Prime Contractor with each payment request to Palm Beach County. In the Subcontracting Information section, list the name(s) of each Subcontractor, including each S/M/WBE subcontractor on the project and the total contracted amount for each Subcontractor on the project. As the project proceeds, please complete each column under the Subcontractor Information section. If a subcontractor is an S/M/WBE, please check the appropriate categories applicable.

SUBCONTRACTING INFORMATION								Subcontractor Category (check all applicable)						
Name of Subcontractor(s)	Total Contract Amount	Approved Change Orders	Revised Contract Amount	Amount drawn for Sub this Period	Amount drawn for Sub to Date	Amount Paid to Date for Subcontractor	Actual Starting Date	Minority/ Women Business (√)	Small Business (√)	Black (√)	Hispanic (√)	Women (√)	Caucasian (√)	Other (Please Specify) (√)

I hereby certify that the above information is accurate to the best of my knowledge _____ _____
(Signature) (Title)

Additional Sheets May Be Used As Necessary

NOTE: **Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.**

http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx

Revised 02/28/2019

OEBO SCHEDULE 4 – SUBCONTRACTOR/SUBCONSULTANT PAYMENT CERTIFICATION

A properly executed Schedule 4 shall be submitted for each Subcontractor/subconsultant after receipt of payment from the Prime. The Prime shall submit this form with each payment application or invoice submitted to the County when the COUNTY has paid the Prime on the previous payment application for services provided by a Subcontractor/subconsultant. All named Subcontractors/subconsultants on this form must also complete and submit a separate Schedule 4 after receipt of payment. If the Prime is an S/M/WBE, completion of a Schedule 4 is also required to document all portions of work performed by their work force. **A completed release of lien form can be submitted in lieu of a Schedule 4.**

This is to certify that _____ received a
(Subcontractor/subconsultant Name)

(Monthly) or (Final) payment of $ _____ from _____
(Prime Contractor Name)

On _____/_____/_____ for my _____ Invoice for labor and/or materials supplied
MM DD YYYY Month

On _____/_____
(Project Name) (Project No.)

DEPT.: _____ TASK ORDER/WORK ORDER/DELIVERY ORDER/PURCHASE ORDER/ NO.: _____

PRIME CONTRACTOR/CONSULTANT VENDOR CODE: _____

SUBCONTRACTOR/SUBCONSULTANT VENDOR CODE: _____

If the undersigned intends to distribute any portion of this payment to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 4.

_____ Price or Percentage: _____
Name of 2nd/3rd tier Subcontractor/subconsultant

By: _____ _____
(Signature of Subcontractor/subconsultant) (Name & Title of Person executing on behalf of Subcontractor/ subconsultant)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, _____(year), by _____(name of person acknowledging).

_____
Notary Public, State of Florida

_____
Print, Type or Stamp Commissioned Name of Notary

Personally Known ____ OR Produced Identification _____ Type of Identification _____

Revised 12/31/2019

http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx

CERTIFICATION OF SUBLET WORK

PALM BEACH COUNTY ENGINEERING AND PUBLIC WORKS DEPARTMENT

ROADWAY CONSTRUCTION SITES
ANNUAL MILLING AND RESURFACING CONTRACT
PALM BEACH COUNTY PROJECT NO. 2021050

Pursuant to section 8-1 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction dated July 2017 the Contractor shall "not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must submit a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work, but **shall perform with its own organization work amounting to not less than 40% of the total Contract amount**."

Subcontractor Name	Subcontract to Whom	Work Description	Total Amt Sublet
Almazan Construction LLC	Ranger Construction Industries, Inc	Milling & Paving	$4,556,683.80
Facilities Pro Sweep	Ranger Construction Industries, Inc	Power Sweeping	TBD
Pacesetter	Ranger Construction Industries, Inc	Personnel Services	TBD
Rapid Milling & Paving	Ranger Construction Industries, Inc	Milling & Paving	TBD
Bob's Barricades, Inc	Ranger Construction Industries, Inc	Temporary Traffic Control	TBD

All pertinent provisions and requirements of the Contract Documents will be part of any subcontracts. It is agreed that an executed or a certified copy of the subcontract will be submitted upon request, to Palm Beach County (County). All sublets will be in continued compliance with all Contract provisions and that the Contractor will continue to perform the minimum percentage of the Contract Work with its own organization, as required by said Contract. It is recognized and agreed that, as Contractor, the Contractor remains responsible for the proper performance of all requirements of said contract and the County does not relieve or release the Contractor and its Surety or either of them of any liability under the Contract Bond. The Contractor certifies that firms or individuals, debarred or suspended by the FHWA or the County, are not being used as subcontractors. A false statement or omission made in connection with this certification is sufficient cause for suspension, revocation, or denial of qualification to bid, and a determination of non-responsibility, and may subject the person and/or entity making the false statement to any and all civil and criminal penalties available pursuant to applicable Federal and State Law.

Company Name: Ranger Construction Industries, Inc

Authorized Officer: Jamie Timming, General Manager
(Print)

Address: 101 Sansbury's Way
West Palm Beach, FL 33411

Signature: _____

Ebix

Search

Home | Insured Tasks | View | Insured

Insured

Insured Name

R & D Paving, LLC (0000000065)

R & D Paving, LLC (0000000065)

Active Records Only

Advance Search

Insured Tasks | Admin Tools

View

- Insured
- Notes
- History
- Deficiencies
- Coverages
- Requirements
- Contract Screen

Add

Edit

Help

Video Tutorials

Name:	R & D Paving, LLC
Account Number:	0000000065
Address:	400 Executive Drive, Ste 210, West Palm Beach, FL, 33401
Status:	Currently in Compliance.

Insured

Business Use(s) | Post Insured Info | Print Compliance Report

Account Information

Account Number:	0000000065		
Risk Type:	Standard - Construction Services		
Do Not Call		Address Updated:	

Address Information

Mailing Address		Physical Address	
Insured:	R & D Paving, LLC		
Address 1:	400 Executive Drive		
Address 2:	Ste 210		
City:	West Palm Beach		
State:	FL		
Zip	33401		
Country:			

Contact Information

Contact Number:			
Contract Start Date:	08/09/2018	Contract End Date:	08/18/2025
Contract Effective Date:		Contract Expiration Date:	
Description of Services:	Paving	Safety Form II:	No

Contact Information

Contact Name:	NANCY G ROSSO	Misc:	
Phone Number:	5615686681	Alt Phone Number:	
Fax Number:			
E-Mail Address:	nancy@rndpaving.com		
Approval Date:			
Rush:	No		
Contract on File:	No		
Certificate Received:	Yes		
Indemnification Agreement:	No		
Tax Id:			

This Account created by GV on 08/09/2018

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/27/2021

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 George H. Friedlander Company 1566 Kanawha Blvd. E. Charleston WV 25311	CONTACT NAME: Kristen LaPlante PHONE (A/C, No, Ext): 321-254-8477 FAX (A/C, No): 321-988-0209 E-MAIL ADDRESS: kristenlaplante@friedlandercompany.com
INSURED RANG001 Ranger Construction Industries, Inc. P O Box 15065 West Palm Beach FL 33416-5065	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Travelers Indemnity Co 25658 INSURER B : Charter Oak Fire Insurance 25615 INSURER C : Travelers Property & Casualty 25674 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 347018154 **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	
B	X COMMERCIAL GENERAL LIABILITY	Y	Y	CO-5807B217-21	4/1/2021	4/1/2022	EACH OCCURRENCE	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$ 1,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						GENERAL AGGREGATE	$ 2,000,000
	OTHER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY	Y	Y	CAP-5807B186-21	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR	Y	Y	CUP-5809B407-21	4/1/2021	4/1/2022	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A	Y	UB-8L888782-21	4/1/2021	4/1/2022	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

Per Project Aggregate applies when required by written contract.

Project: Annual Milling and Resurfacing PBC Contract Number: 2021050
Palm Beach County, Board of County Commissioners, a Political Subdivision of the State of Florida, its Officers, Employees and Agents are Additional Insureds when required by written contract with respect to work performed for them by the Named Insured and at the specified project.

CERTIFICATE HOLDER

Palm Beach County, Board of County Commissioners
c/o Engineering Department / Roadway
Production Division
2300 N. Jog Road 3rd Floor West
West Palm Beach FL 33411

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

1. The following is added to **SECTION II – WHO IS AN INSURED**:

   Any person or organization that:

   a. You agree in a "written contract requiring insurance" to include as an additional insured on this Coverage Part; and

   b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

   is an insured, but:

   a. Only with respect to liability for "bodily injury", "property damage" or "personal injury"; and

   b. Only as described in Paragraph **(1)**, **(2)** or **(3)** below, whichever applies:

   (1) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

   (a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

   (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

   the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the "written contract requiring insurance" applies;

   (2) If the "written contract requiring insurance" specifically requires you to provide additional insured coverage to that person or organization by the use of:

   (a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

   (b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

   the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; or

   (3) If neither Paragraph **(1)** nor **(2)** above applies:

   (a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the "written contract requiring insurance" applies; and

   (b) The person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

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2. The insurance provided to the additional insured by this endorsement is limited as follows:
   a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits of liability required by the "written contract requiring insurance", the insurance provided to the additional insured will be limited to such minimum required limits of liability. For the purposes of determining whether this limitation applies, the minimum limits of liability required by the "written contract requiring insurance" will be considered to include the minimum limits of liability of any Umbrella or Excess liability coverage required for the additional insured by that "written contract requiring insurance". This endorsement will not increase the limits of insurance described in Section **III** – Limits Of Insurance.
   b. The insurance provided to the additional insured does not apply to "bodily injury", "property damage" or "personal injury" arising out of the rendering of, or failure to render, any professional architectural, engineering or surveying services, including:
      (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
      (2) Supervisory, inspection, architectural or engineering activities.
   c. The insurance provided to the additional insured does not apply to "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the "written contract requiring insurance" specifically requires you to provide such coverage for that additional insured during the policy period.
3. The insurance provided to the additional insured by this endorsement is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured. However, if the "written contract requiring insurance" specifically requires that this insurance apply on a primary basis or a primary and non-contributory basis, this insurance is primary to other insurance available to the additional insured under which that person or organization qualifies as a named insured, and we will not share with that other insurance. But the insurance provided to the additional insured by this endorsement still is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the additional insured when that person or organization is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.
4. As a condition of coverage provided to the additional insured by this endorsement:
   a. The additional insured must give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against the additional insured, the additional insured must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      The additional insured must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. The additional insured must immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
   d. The additional insured must tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover the additional insured for a loss we cover under this endorsement. However, this condition does not affect whether the insurance provided to the additional insured by this endorsement is primary to other insurance available to the additional insured which covers that person or organization as a named insured as described in Paragraph **3.** above.
5. The following is added to the **DEFINITIONS** Section:

   "Written contract requiring insurance" means that part of any written contract or agreement under which you are required to include a person or or-

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ganization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed, during the policy period and:

a. After the signing and execution of the contract or agreement by you; and

b. While that part of the contract or agreement is in effect.

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POLICY NUMBER: CO-5807B217-21 COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Any person or organization for whom the Named Insured has agreed by written contract, executed prior to loss, to furnish this waiver
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. Transfer Of Rights Of Recovery Against Others To Us of Section IV - Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION AND EMPLOYERS LIABILITY POLICY

ENDORSEMENT WC 00 03 13 (00)

POLICY NUMBER: UB-8L888782-21

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

Any person or organization for whom the Named Insured has agreed by written contract, executed prior to loss, to furnish this waiver

DESIGNATED ORGANIZATION:

Any person or organization for whom the Named Insured has agreed by written contract, executed prior to loss, to furnish this waiver

DATE OF ISSUE:

ST ASSIGN:

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL EFFECTS

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

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2. The following replaces Paragraph **b.** in **B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

   (1) Any covered "auto" you lease, hire, rent or borrow; and

   (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

   However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION II – LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available

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to the "insured" whether primary, excess contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Effects

We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

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M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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FRIEDLANDER COMPANY

GEORGE H. FRIEDLANDER COMPANY
Bonds & Insurance

1566 Kanawha Blvd., East 25311
PO Box 2466, Charleston, WV 25329
Telephone: 304/357-4520 * Fax: 304/345-8724

447 Montreal Ave., Melbourne, FL 32935
PO Box 10356, Melbourne, FL 32936
Telephone: 321/254-8477 * Fax 321/988-0209

April 27, 2021

Palm Beach County Engineering & Public Works Department
Roadway Production Division
2300 N. Jog Road
West Palm Beach, FL 33411

Re: Ranger Construction Industries, Inc.
Bond Number: 107425773
Public Construction Bond

To Whom It May Concern,

As the Surety Company for Ranger Construction Industries, Inc. we have executed the captioned bond. Since the contract date is unknown, we have left the bonds undated. As a duly authorized Attorney-In-Fact for the Surety, Travelers Casualty and Surety Company of America, permission is hereby granted to fill in the contract date on the bonds and power of attorney when the date is known. Also, the "signed and sealed" date on the bonds should be completed.

Sincerely,

William Phelps
Attorney-In-Fact for Travelers Casualty and Surety Company of America

Participation Form

Small Business Enterprise (SBE)/Affirmative Procurement Initiative (API)/ Minority/Women Owned Business Enterprise (M/WBE)

PROJECT _____

_____

PROJECT NO. _____

The Contractor's proposed Small Business Enterprise (SBE) goal for this project was_____% /Affirmative Procurement Initiative (API) placed on this contract was_____%.

The Contractor achieved a Small Business Enterprise (SBE) participation/Affirmative Procurement Initiative (API) of _____% at the end of this project.

The Contractor's proposed Minority/Women Owned Business Enterprise (M/WBE) goal for this project was_____%.

The Contractor achieved a Minority/Women Owned Business Enterprise (M/WBE) participation of _____% at the end of this project.

CONTRACTOR: _____

BY: _____

PRINT NAME: _____

DATE: _____

CHANGE ORDER

___ Owner Initiated
___ Differing Site Conditions
___ Zoning/Code/Ordinance Changes
___ Errors/Omissions/In Design
___ Quantity Overruns/Underruns
___ Request By Another Agency/Outside Party:
_____
___ A. Reimbursable ___ B. Non-Reimbursable
___ Other:

PROJECT:
(Name)
TO:
(Contractor)

CHANGE ORDER NO:
COUNTY PROJECT NO:
CONTRACT DATE:
RESOLUTION NO:
DISTRICT NO:

You are directed to make the following changes in this Contract:

The original Contract Sum was	$
Net change by previous Change Orders	$
The Contract Sum prior to this Change Order was	$
The Contract Sum will be increased by this Change Order	$
The new Contract Sum including this Change Order will be	$
The Contract Time will be increased by.	( ) Days
The Date of Completion including this Change Order therefore is	

EXECUTION OF THIS CHANGE ORDER ACKNOWLEDGES FINAL SETTLEMENT OF, AND RELEASES ALL CLAIMS FOR, COSTS AND TIME ASSOCIATED, DIRECTLY OR INDIRECTLY, WITH THE ABOVE-STATED MODIFICATION(S). INCLUDING ALL CLAIMS FOR CUMULATIVE DELAYS OR DISRUPTIONS RESULTING FROM, CAUSED BY, OR INCIDENT TO, SUCH MODIFICATION(S), AND INCLUDING ANY CLAIM THAT THE ABOVE-STATED MODIFICATION(S) CONSTITUTES, IN WHOLE OR PART, A CARDINAL CHANGE TO THE CONTRACT.

_____
CONTRACTOR

_____
Address

_____

NAME: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
ENGINEERING & PUBLIC WORKS DEPARTMENT
P. O. BOX 21229, WEST PALM BEACH, FL 33416-1229

REQUEST:
- ☐ WORK ORDER NO. _____
- ☐ NEW AUTHORIZATION
- ☐ CHANGE ORDER NO. _____
- ☐ SUPPLEMENTAL NO. _____
- ☐ OTHER: _____

REQUESTING DIVISION:
- ☐ ROAD & BRIDGE
- ☐ TRAFFIC
- ☐ ROADWAY PRODUCTION
- ☐ CONSTRUCTION COOR.
- ☐ STREETSCAPE

INFORMATION:
DATE _____
REQUESTOR _____
COMMISSION DISTRICT NO: _____
RESOLUTION NO: _____
PBC PO NUMBER: _____

PROJECT LOCATION/LIMITS: _____

PROJECT NUMBER: _____ **BUDGET LINE ITEM:** _____
CONTRACT NO: _____ **CONTRACT DATE:** _____

CONTRACTOR/CONSULTANT/VENDOR: _____ **VENDOR #** _____
CONTACT: _____ **CONTACT PHONE NUMBER:** _____

Details: _____

The total amount of this request, per the attached documentation, is not to exceed $ _____

The Small Business Enterprise (SBE) goal/Affirmative Procurement Initiative (API) for this contract is _____%.
The estimated SBE participation/API for this request is _____%.
The cumulative SBE participation/API to date for this Contract including this request is _____%.

The Minority/Women Owned Business Enterprise (M/WBE) goal for this contract is _____ %. The estimated M/WBE participation for this request is _____ %. The cumulative M/WBE participation to date for this Contract including this request is _____ %.

Palm Beach County Engineering and Public Works Contact:

Name | Title | Telephone Number

CONTRACTOR/CONSULTANT/VENDOR APPROVALS
Please indicate your receipt of this request by signing and returning this original document to our office.

Signature | Date

Print Name and Title

Please sign below and submit with invoice at the completion of the project. Project completed in compliance with Contract and Project Specifications.

Signature | Date

Print Name and Title

PALM BEACH COUNTY APPROVALS

Division Approval | Date

BOARD APPROVAL? No **Date:** _____

Budget Approval | Date

FORM OF GUARANTEE

BOND NO. 107425773

GUARANTEE FOR (Contractor and Surety Name) Ranger Construction Industries, Inc.

Travelers Casualty and Surety Company of America

We the undersigned hereby guarantee that the _____

Annual Milling and Resurfacing Contract **(Project), Project Number** 2021050, **Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within the warranty period of one year from the date of Final Completion of all the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.**

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) calendar days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

County and (contractor, engineer, architect as applicable) agree that the provisions of Florida Statute Chapter 558 shall not apply to this contract.

Dated _____
(notice of completion filing date)

SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY

Ranger Construction Industries, Inc. **(Seal)**
(Contractor)

By: _____ JAMIE TIMMING, GENERAL MANAGER.
(Signature) **(Printed Name and Title)**

Travelers Casualty and Surety Company of America **(Seal)**
(Surety)

By: _____ William Phelps, Attorney-In-Fact and FL Resident Agent
(Signature) **(Printed Name and Title)**

CONSENT OF SURETY FOR FINAL PAYMENT

BOND NUMBER: _____

PROJECT NAME: _____

PROJECT LOCATION: _____

PROJECT NUMBER: _____ CONTRACT NUMBER: _____

CONTRACT DATE: _____

In accordance with the provisions of the above named Contract between the County and the Contractor, the following named Surety Company:

_____

[name and address of Surety]

On the PUBLIC CONSTRUCTION BOND of the following named Contractor:

_____

[name and address of Contractor]

hereby approves of final payment by County to the Contractor, and further agrees that said final payment to the Contractor shall not relieve the Surety Company named herein of any of its obligations to the Palm Beach County, Board of County Commissioners, 301 N. Olive Avenue, West Palm Beach, Florida 33401, as set forth in said Surety Company's bond:

_____

IN WITNESS WHEREOF, the Surety Company has hereunto set its hand and seal this _____ day of

_____, 20_____.

_____ _____

(Attest) Witness Signature (Name of Surety Company)

_____ _____

(Witness Printed Name) (Signature of Surety's Authorized Representative)

_____

(Printed Name and Title)

(Seal)

FINAL WAIVER AND RELEASE OF CLAIM

KNOW ALL BY THESE PRESENTS, that the undersigned, to induce the final payment in the sum of $_____, and other valuable considerations and benefits to the undersigned accruing does upon receipt of payment waive, release and quit claim all claims or demands of every kind whatsoever against the project, commonly known as _____"Project", and Palm Beach County, Florida, on account of work and labor performed, and/or materials furnished in connection with the above described Project, or any part thereof.

It being understood that this is a Final Waiver and Release of Claim, and the undersigned warrants that no assignment of said claim, nor the right to perfect a claim against any real estate by virtue of the accrual of said payment, has or will be made, and the undersigned has the right to execute this Final Waiver and Release, and that all laborers employed by the undersigned in connection with the Project, to the extent of the payment herein referred to, have been fully-paid and all materials, supplies and personnel are free and clear of conditional bill of sale and/or retain title contracts.

IN WITNESS WHEREOF, I have hereunto set my and seal and I hereby acknowledge that the foregoing statements are true and correct this _____ day of _____, 20 ____.

WITNESS:

_____
Signature

_____
Print Name

CONTRACTOR

_____
Company Name

BY_____
Signature

_____
Print Name

_____
Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by _____

as _____ for _____, on behalf
(title of officer/member/partner) *(name of corporation/company/partnership)*

of the _____, who is ☐ personally known to me or has
[choose one] corporation/company/partnership

produced _____(type of identification) as identification.

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Form 1

STATE OF FLORIDA
COUNTY OF _____

Before me the undersigned authority in said county and state, personally appeared _____, who being first duly sworn, deposes and says that he is:

_____ (a) President (or Vice President) of _____ corporation authorized to do business under the laws of Florida and which Corporation is the contractor;

OR

_____ (b) a partner of the firm of _____ composed of _____ and _____, doing business under the name of _____, which firm is the contractor;

OR

_____ (c) the individual who, doing business under the trade name of _____ is the contractor,

on project No. _____, Road _____ in _____ County, Florida, under Resolution No. _____ with the County of Palm Beach dated the _____ day of _____ 20____; that the deponent knows of his own knowledge that:

1. The said contract has been complied with in every particular by said contractor and that all parts of the work have been approved by the Director of Construction Coordination of the County of Palm Beach.

2. The contractor has not offered or made any gift or gratuity to, or made any financial transaction of any nature with, any employee of the Department in connection with obtaining or performing said contract.

3. All amounts payable for labor, materials or otherwise, in connection with said contract and work, have been paid except for normal sub-contract retainages, which will be satisfied upon payment and/or release of retainage withheld under this contract.

4. There are no claims or suits pending against said contractor or anyone in connection with the work done, materials furnished or otherwise under said contract, except as listed below. As to any such exception listed below, the contractor has stated the name of the entity making claim, the name of the entity against whom the claim is being made, and demonstrated below good cause as required by Section 337.11(10)(b), Florida Statutes.

(Affix Corp. Seal)

_____
(Deponent)

_____
(Print Name)

_____
(Title)

CONTRACTOR: _____

PROJECT: _____

Form 2

We, the _____, having heretofore executed a performance and payment bond for the above named contractor covering the project and road described above hereby agree that the County of Palm Beach may make full payment of the final estimate, including the retained percentage, to said contractor.

It is fully understood that the granting of the right of the County of Palm Beach to make the payment of the final estimate to said contractor and/or his assignee, shall in no way relieve the surety company of its obligations under its bond, as set forth in the specifications and contract, including an amendments hereto, pertaining to the above project and road.

IN WITNESS WHEREOF, the _____ has caused the Instrument to be executed on its behalf by its _____ and/or its duly authorized attorney in fact, and its corporate seal to be hereto affixed, all on this _____ day of _____, A.D. 20____.

_____
SURETY COMPANY

(AFFIX SEAL)

BY: _____
It's Attorney in Fact

(Power of Attorney must be attached
if executed by Attorney in Fact)

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 20___, by _____ as _____ for _____,
(e.g. attorney in fact) (name of Surety)
on behalf of said surety, and who is ☐ personally known to me or has produced _____(type of identification) as identification, and who acknowledges that [circle one] he/she executed said instrument for the purpose therein expressed and that [circle one] he/she has due and legal authority to execute the same on behalf of said surety

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

Countersignature: _____
Required ONLY if executed by Non Florida Resident Agent

RECORD OF CONSTRUCTION MATERIALS
AFFIDAVIT

I_____, _____
(NAME) (TITLE)

OF_____
(NAME OF FIRM)

I solemnly swear and affirm, that as Prime Contractor, the work under the above-named contract and all amendments thereto have been completed and materials supplied in accordance with the requirements of said contract. I have preserved in my files, for inspection by the Department, all invoices and records of materials as required by Article 9-7 of the applicable specifications. These records include all materials purchased by subcontractors and represent all commercial construction materials used in the construction of Project No. .

(Contract No. _____) in _____County, and that the information is true and correct.

Signed_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by _____

as _____ for _____, on behalf
(title of officer/member/partner) (name of corporation/company/partnership)

of the_____, who is ☐ personally known to me or has
[choose one] corporation/company/partnership

produced _____ (type of identification) as identification.

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

DISBURSEMENT OF PREVIOUS PERIODIC PAYMENTS TO SUBCONTRACTORS

DATE: _____

PROJECT: _____

PROJECT NO:_____

TO APPLY TO MONTHLY ESTIMATE FOR _____ , 20
(Month)

_____, prime contractor for the above referenced contract, hereby certifies that all subcontractors having interest in this contract have received their pro rata share of all previous periodic payments made by the County for all work completed and materials and equipment furnished under the contract, except for $ _____ which is in dispute with _____ (leave blank if fully paid) as a result of back charges (attach explanation of back charges, if applicable). The term "subcontractor", as used herein, shall also include persons or firms furnishing materials, or equipment incorporated into the work or stockpiled in the vicinity of the project for which partial payment has been made by the County, and work done under equipment-rental agreements.

THIS AFFIDAVIT IS DONE WITH THE UNDERSTANDING THAT CONTRACT PAYMENTS ARE BASED ON THE TRUTH AND VERACITY OF THIS DOCUMENT AND ANY MISREPRESENTATION HEREUNDER COULD RESULT IN AN ACTION FOR BREACH OF CONTRACT AND/OR LOSS, REDUCTION, OR RETENTION OF FUTURE CONTRACT PAYMENTS.

_____
Contractor

_____
Signature

_____
Print Name

Title

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or

☐ online notarization, this ___ day of _____, 20___, by _____

as _____ **for** _____**, on behalf**
(title of officer/member/partner) *(name of corporation/company/partnership)*

of the _____**, who is ☐ personally known to me or has**
[choose one] corporation/company/partnership

produced _____ **(type of identification) as identification.**

(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

DISBURSEMENT OF FINAL PAYMENT TO SUBCONTRACTORS

DATE: _____

PROJECT: _____ PROJECT NO: _____

TO APPLY TO FINAL ESTIMATE NO. _____, _____, 20____.

_____, prime contractor for the above referenced contract, hereby certifies that all subcontractors having interest in this contract have received their pro rata share of all previous periodic payments made by the County for all work completed and materials and equipment furnished under the contract, except for $ _____ which is in dispute with _____ (leave blank if fully paid) as a result of back charges (attach explanation of back charges if applicable). The term "subcontractor" as used herein shall also include persons or firms furnishing materials, or equipment incorporated into the work for which final payment has been made by the County, and work done under equipment-rental agreements.

The following are to be paid from the final payment:

Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount
Sub-Contractor or Supplier	Amount

(Use Attachment for Additional Sub-Contractor or Suppliers)

THIS AFFIDAVIT IS DONE WITH THE UNDERSTANDING THAT CONTRACT PAYMENTS ARE BASED ON THE TRUTH AND VERACITY OF THIS DOCUMENT AND ANY MISREPRESENTATION HEREUNDER COULD RESULT IN AN ACTION FOR BREACH OF CONTRACT AND/OR LOSS, REDUCTION OR RETENTION OF FUTURE CONTRACT PAYMENTS.

_____ Contractor

_____ By

_____ Title

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ___ day of _____, 20___, by _____ as _____ (title of officer/member/partner) for _____ (name of corporation/company/partnership), on behalf of the _____ [choose one] corporation/company/partnership, who is ☐ personally known to me or has produced _____ (type of identification) as identification.

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary Public)

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

Request for Taxpayer Identification Number and Certification

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

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

Print or type. See Specific Instructions on page 3.

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

2 Business name/disregarded entity name, if different from above
Ranger Construction Industries, Inc.

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

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

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

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

☐ Other (see instructions) ▶

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

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

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

5 Address (number, street, and apt. or suite no.) See instructions.
101 Sansburys Way

Requester's name and address (optional)

6 City, state, and ZIP code
West Palm Beach, FL 33411

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
5 9 - 2 0 9 8 6 6 2

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 ▶ Pamela Passmore Date ▶ 3-01-2020

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.*

FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

May 12, 2020

RANGER CONSTRUCTION INDUSTRIES, INC.
101 SANSBURY'S WAY
WEST PALM BEACH, FLORIDA 33411

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2021. However, the new application is due **4/30/2021**.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link: HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FENCING, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, GUARDRAIL, HOT PLANT-MIXED BITUM. COURSES, INTERMEDIATE BRIDGES, MINOR BRIDGES, PORTLAND CEMENT CONCRETE ROADWAY PAVING, ROADWAY SIGNING, SIDEWALK, UNDERGROUND UTILITY AND RIP RAP.

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan D. Autry

Alan Autry, Manager
Contracts Administration Office

AA:cg

Ron DeSantis, Governor

Halsey Beshears, Secretary

Florida dbpr

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

KRACUNAS, MICHAEL B

RANGER CONSTRUCTION INDUSTRIES, INC.
101 SANSBURY'S WAY
WEST PALM BEACH FL 33411

LICENSE NUMBER: CGC031554

EXPIRATION DATE: AUGUST 31, 2022

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.

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation, as amended to date, of RANGER CONSTRUCTION INDUSTRIES, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is F40180.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the Seventeenth day of April, 1996

Sandra B. Mortham

Sandra B. Mortham
Secretary of State

CR2EO22 (2-95)

Ranger
Construction
Industries, Inc.

CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS OF RANGER CONSTRUCTION INDUSTRIES, INC.

RESOLVED, that Jamie Timming, Assistant Secretary and Operations Manager, be authorized to sign any bid documents, contracts, leases and other documents considered to be "in the ordinary course" of this Corporation's business. This authorization does not include "major decisions" including, but not limited to, potential business acquisitions or dispositions greater than $3 million, major restructurings, distributions greater than $1 million, windups, mergers, liquidations, the sale of a portion of the business, or any other decision other than "in the ordinary course."

The foregoing is a true and correct copy of the resolution adopted by Ranger Construction Industries, Inc., at a meeting of its Board of Directors on the 14th day of July, 2020 and is still in force and effect.

This authorization has been affirmed as of this day, July 22, 2020, by the Secretary and Treasurer of Ranger Construction Industries, Inc..

Douglas Browning
Secretary - Treasurer

Central Division Office & Company Headquarters: 101 Sansbury's Way, West Palm Beach, Florida 33411
Corporate Mailing Address: P.O. Box 15065, West Palm Beach, Florida 33416 • www.RangerConstruction.com
Phone: (561) 793-9400 • Toll-free: (800) 969-9402 • Fax: (561) 790-4332

Sunbiz.org DIVISION of CORPORATIONS an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
RANGER CONSTRUCTION INDUSTRIES, INC.

Filing Information

Document Number	F40180
FEI/EIN Number	59-2098662
Date Filed	06/10/1981
Effective Date	06/08/1981
State	FL
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	12/27/2010
Event Effective Date	12/31/2010

Principal Address

101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Changed: 01/27/2009

Mailing Address

101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Changed: 01/27/2009

Registered Agent Name & Address

BROWNING, DOUGLAS
101 SANSBURY'S WAY
WEST PALM BEACH, FL 33411

Name Changed: 08/25/2010

Address Changed: 01/27/2009

Officer/Director Detail

Name & Address

Title ST

BROWNING, DOUGLAS J

101 SANSBURYS WAY
WEST PALM BEACH, FL 33411

Title President

SCHAFER, ROBERT
101 SANSBURYS WAY
WEST PALM BEACH, FL 33411

Title VP

FRANK, SCOTT
101 SANSBURY'S WAY
WEST PALM BEACH, FL 33411

Title Chairman, CEO

VECELLIO JR, LEO A
101 SANSBURY'S WAY
WEST PALM BEACH, FL 33411

Title VP

Fowler, Frank Scott
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title VP

Vecellio, Michael A
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title VP

Vecellio, Christopher S
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title VP

Vecellio, Kathryn C
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Sr Vice President-Finance

Smith, Robert D
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Chief Estimator, Asst Secretary

Skubal, Steve
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Asst Secretary

Fowler, Richard
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Asst Secretary

Yoder, William
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Asst Treasurer, Asst Secretary

Gwinn, L.L.
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Asst. Secretary

Kracunas, Michael
101 Sansburys Way
West Palm Beach, FL 33411

Title Branch Operations Manager

Flynn, Patrick
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Chief Estimator-South, Asst Secretary

Ellis, Brian
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Asst. Secretary

Timming, Jamie R
101 SANSBURY'S WAY
WEST PALM BCH, FL 33411

Title Asst. Secretary

Merrick, Maureen F
8360 Juniper Rd
Ocala, FL 34480

Annual Reports

Report Year	Filed Date
2019	01/30/2019
2020	05/15/2020
2020	10/27/2020

Document Images

10/27/2020 -- AMENDED ANNUAL REPORT	View image in PDF format
05/15/2020 -- ANNUAL REPORT	View image in PDF format
01/30/2019 -- ANNUAL REPORT	View image in PDF format
04/23/2018 -- ANNUAL REPORT	View image in PDF format
08/02/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
01/18/2017 -- ANNUAL REPORT	View image in PDF format
01/23/2016 -- ANNUAL REPORT	View image in PDF format
03/26/2015 -- ANNUAL REPORT	View image in PDF format
01/08/2014 -- ANNUAL REPORT	View image in PDF format
01/28/2013 -- ANNUAL REPORT	View image in PDF format
04/30/2012 -- ANNUAL REPORT	View image in PDF format
02/24/2011 -- ANNUAL REPORT	View image in PDF format
12/27/2010 -- Merger	View image in PDF format
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01/08/2010 -- ANNUAL REPORT	View image in PDF format
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02/16/2005 -- ANNUAL REPORT	View image in PDF format
03/01/2004 -- ANNUAL REPORT	View image in PDF format
02/19/2003 -- ANNUAL REPORT	View image in PDF format
02/19/2002 -- ANNUAL REPORT	View image in PDF format
01/31/2001 -- ANNUAL REPORT	View image in PDF format
02/14/2000 -- ANNUAL REPORT	View image in PDF format
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02/11/1997 -- ANNUAL REPORT	View image in PDF format
03/07/1996 -- ANNUAL REPORT	View image in PDF format
03/22/1995 -- ANNUAL REPORT	View image in PDF format

VECELL GROUP, INC.

DRUG-FREE WORKPLACE AND SUBSTANCE ABUSE

The Company is committed to a Drug Free Workplace Program and will aggressively pursue the program to eliminate drug abuse from our work environment. We have developed a plan for achieving that goal. Please refer to Appendix A for the text of our Drug Free Workplace Program. To help achieve this goal, employees are prohibited from:

- Possessing, distributing, selling, manufacturing, or being under the influence of any illegal drug;
- Consuming alcoholic beverages while on company premises, customer premises, in company vehicles or while on company business or time (including lunch or other breaks); and
- Abusing inhalants or prescription drugs or possessing prescription drugs that have not been prescribed for the employee by a physician.

An employee who violates this policy is subject to corrective action up to and including termination of employment. Use of some drugs is detectable for several days. Detection of such drugs or presence of alcohol will be considered being "under the influence".

Employees using prescription drugs according to a physician's instructions or using over-the-counter drugs for medicinal purposes are required to notify the Safety Department regularly in the event such drugs would impair their physical, mental, emotional or other faculties.

The Company's substance-abuse program includes several components to support its efforts to remain drug-free, including:

- Supervisory training;
- Employee Awareness programs;
- Drug testing of all applicants;
- Drug testing after accidents involving injury and/or property damage;
- Drug testing when a supervisor suspects that an employee is "under the influence" during working hours;
- Drug testing on a random basis; and
- An Employee Assistance Program (EAP)

All information relating to drug and/or alcohol screens is to be kept strictly confidential. The information will be kept in the employee's medical file, which will be maintained separately from the employee's personnel file. These medical files will be kept locked and secured and access will be limited to certain individuals in the organization. Under no circumstances should the results of a drug and/or alcohol screen be discussed with individuals who do not have a work-related need to know.

Employees involved in an accident or injury involving damage to property or that requires medical attention away from the premises will be screened to determine whether the employee tests positive for drugs and/or alcohol.

If a supervisor suspects that an individual is at work and under the influence of alcohol and/or drugs, the supervisor should notify the Safety Department and/or the Human Resources Department to seek authorization to test the employee. The supervisor will be granted permission to test the employee if sufficient objective symptoms exist to indicate the employee may be under the influence of drugs and/or alcohol. Symptoms would include slurred speech, uneven gait, impaired mental functions, extremely dilated pupils, smell of alcohol, evidence of drugs and/or alcohol about the employee's person or in the employee's work vicinity, negative performance patterns, excessive or unexplained absenteeism or tardiness, etc.

While the Company does not condone the abuse of alcohol, prescription drugs, and/or use of illegal drugs, the Company does recognize that addiction to drugs and/or alcohol can be treated. If an

employee recognizes a personal addiction or abuse problem and seeks assistance from management in advance of detection, the Company may assist the employee in seeking treatment. The confidential nature of the employee's counseling and rehabilitation for drug and/or alcohol abuse will be preserved.

DRUG-FREE WORKPLACE POLICY

I. PURPOSE

The Company is committed to maintaining an alcohol-free and drug-free workplace to protect the health and safety of employees and the public. That commitment is jeopardized when an employee illegally uses drugs in the workplace, or uses alcohol on the job. Therefore, the Company has adopted the following Drug-Free Workplace Policy (the "Policy"):

- The unlawful use, possession, trade, distribution or sale of illegal drugs, or controlled substances is prohibited.
- Presence in the body, of illegal drugs or controlled substances, for a non-medical reason is prohibited.
- Reporting to work and/or working under the influence of alcohol are prohibited.

II. APPLICABILITY

The Policy applies to all applicants, employees (salaried and hourly), full-time, part-time, seasonal, casual, probationary or temporary.

III. DEFINITIONS

A. Alcohol

Alcohol is defined as ethyl alcohol, a liquid that is the intoxicating agent in fermented and distilled liquors. It includes, but is not limited to, beer, wine, and liquor.

B. Drug

"Drug" is any physical or mind-altering substance. This includes, but is not limited to, a "controlled substance" or a "controlled dangerous substance," as defined by federal and state statutes; marijuana or cannabinoids (pot, weed, grass); cocaine (coke, Crack); opiates (heroin, morphine, codeine); amphetamines (speed, "uppers", meth, ice); phencyclidine (PCP); barbiturates (barbs, downers); methaqualone (Quaaludes); methadone; benzodiazepines (Valium, Librium, Xanax); propoxyphene (Darvon); any derived or combined substance; or any prescribed drug that is abused or not used in accordance with a physician's evaluation and prescription.

C. Under the Influence

Being under the influence of alcohol is defined as a Blood-Alcohol Content ("BAC") of .04 or higher, and being under the influence of a drug is defined as a positive drug test result and/or where an employee's appearance, actions or mannerisms indicate that the employee is under the influence of alcohol or a drug.

IV. PROHIBITED CONDUCT

Any employee of the Company found to be under the influence of alcohol or using, manufacturing, selling, trading, distributing, dispensing, possessing any drug as herein defined while performing services for or on behalf of the Company will be in violation of this Policy. With respect to the use of alcohol, the prohibition does not apply to a Company sponsored and or sanctioned activity which may include the serving of alcoholic beverages, such use being governed by law.

V. FURTHER PROHIBITED CONDUCT

The following conduct also constitutes a violation of this Policy:

1. refusing to consent to a search, inspection, test, or refusing to submit specimen for testing;

2. switching, altering, or in any other way manipulating any breath, blood, urine or other specimen collected in connection with this Policy;
3. refusing to submit to a search or inspection in connection with this Policy, including, but not limited to, personal vehicles parked on a Company site;
4. being convicted of or pleading no contest to any criminal drug or alcohol offense for a violation occurring in the workplace or occurring while conducting the Company's business or failing to immediately notify the Company about such action;
5. for those employees in safety-sensitive positions, failure to notify a supervisor or manager of the use of a prescription or over-the-counter drug which may alter the employee's physical or mental ability to perform his or her safety-sensitive functions.

VI. DRUG AND ALCOHOL TESTING

Before any test, an employee should inform the testing personnel about any use of prescription or non-prescription medicines. Employees may be physically examined and/or tested for the presence of alcohol or drugs in the following circumstances: post-offer pre-employment testing; reasonable suspicion testing; post-accident testing; government required testing, including but not limited to, regulations promulgated by the United States Department of Transportation (DOT); return to work after any absence greater than two weeks duration testing; unannounced random testing; and unannounced follow-up testing for those employees, if any, referred by the Company for assessment and/or treatment.

VII. CONSEQUENCES FOR VIOLATION OF THIS POLICY

Violation of this Drug-Free Workplace Policy will result in termination of employment or disqualification for employment eligibility with the Company. The Company reserves the right and discretion to determine whether an employee who violates this Policy will be considered for re-employment with the Company. Further, the Company reserves the right to determine what, if any, benefits will be restored to an individual who violates this Policy and is subsequently re-employed. The Company also reserves the right to impose certain restrictions, treatment requirements, and testing requirements as a condition of re-employment.

VIII. CONFIDENTIALITY

All information concerning drug and/or alcohol testing referrals and testing results and/or treatment and rehabilitation of an employee will be kept strictly confidential and released only with the consent of the employee, or on a need-to-know basis, or as required by law.

FDOT

Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

MIKE DEW
SECRETARY

9/20/2018

RE: DBE AFFIRMATIVE ACTION PLAN APPROVAL

The Disadvantaged Business Enterprise Affirmative Action Plan submitted by:

RANGER CONSTRUCTION INDUSTRIES INC

has been approved for a period of three years. Please update and submit a new plan before the expiration date shown below. If you do not plan to work on any Florida Department of Transportation Projects, it will not be necessary for you to submit a new plan.

If you need any additional information, please contact me at (850) 414-4747.

Sincerely,

Stefan Kulakowski
State Contract Compliance Administrator
Equal Opportunity Office

AFFIRMATIVE ACTION PLAN EXPIRATION: 9/20/2021

This plan is one of the requirements to bid on contracts for the Florida Department of Transportation. This is not approval for Unified Certification Program Disadvantaged Business Enterprise (UCP/DBE) Certification. For additional information in becoming a DBE, contact the Certification Section at (850)414-4747.

Ranger Construction
101 SANSBURY'S WAY
WEST PALM BEACH, FL 33411
OFFICE: (561) 793-9400
FAX: (561) 790-4332
www.rangerconstruction.com

Ranger Construction Industries, Inc. hereafter referred to as "the Company" or "this Company" has adopted this policy and plan.

Date: 09/18/2018 By: _____ Signature

Corporate FEID No.: 59-2098662 Robert Schafer, President Printed name & title

DISADVANTAGED BUSINESS ENTERPRISE ('DBE') AFFIRMATIVE ACTION PLAN

POLICY STATEMENT

It is the policy of this Company that disadvantaged businesses, as defined by 49 CFR Part 26, Subpart D and implemented under Rule Chapter 14-78, F.A.C., shall have the opportunity to participate as subcontractors and suppliers on all contracts awarded by the Florida Department of Transportation (FDOT).

The requirements of Rule Chapter 14-78, F.A.C., shall apply to all contracts entered into between FDOT and the Company. Subcontractors and/or suppliers to the Company will also be bound by the requirements of Rule Chapter 14-78 F.A.C. and its subcontractors shall take all necessary and reasonable steps in accordance with Chapter 14-78, F.A.C., to ensure that disadvantaged businesses have the opportunity to compete and perform work contracted with FDOT. The Company and its subcontractors shall not discriminate on the basis of race, color, religion, national origin, disability, sex, or age in the administration of contracts with FDOT. The Company has designated and appointed a Liaison Officer to develop, maintain, and monitor the DBE Affirmative Action Plan implementation. The Liaison Officer will be responsible for disseminating this policy statement throughout the Company and to disadvantaged controlled businesses. This statement is posted on notice boards of the Company.

I. DESIGNATION OF LIAISON OFFICER

The Company will aggressively recruit disadvantaged businesses as subcontractors and suppliers for all contracts with FDOT. The Company has appointed a Liaison Officer to develop and maintain this Affirmative Action Plan in accordance with the requirements of Rule Chapter 14-78, F.A.C. The Liaison Officer will have primary responsibility for developing, maintaining, and monitoring the Company's utilization of disadvantaged subcontractors in addition to the following specific duties:

(1) The Liaison Officer shall aggressively solicit bids from disadvantaged business subcontractors for all FDOT contracts;
(2) The Liaison Officer will submit all records, reports, and documents required by FDOT, and shall maintain such records for a period of not less than three years, or as directed by any specific contractual requirements of FDOT.

The following individual has been designated Liaison Officer with responsibility for implementing the Company's affirmative action program in accordance with the requirements of FDOT.

DBE LIAISON OFFICER:	
NAME:	Robert Schafer
TITLE:	President
EMAIL:	Bob.Schafer@rangerconstruction.com
ADDRESS:	101 Sansbury's Way, West Palm Beach, FL 33411

FLORIDA DEPARTMENT OF TRANSPORTATION
EQUAL OPPORTUNITY OFFICE
APPROVED
DISAPPROVED
DATE: 9/20/18

II. AFFIRMATIVE ACTION METHODS

In order to formulate a realistic Affirmative Action Plan, the Company has identified the following known barriers to participation by disadvantaged subcontractors, before describing its proposed affirmative action methods:

1. Lack of qualified disadvantaged subcontractors in our specific geographical areas of work;
2. Lack of certified disadvantaged subcontractors who seek to perform FDOT work;
3. Lack of interest in performing on FDOT contracts;
4. Lack of response when requested to bid;
5. Limited knowledge of FDOT plans and specifications to prepare a responsible bid.

In view of the barriers to disadvantaged businesses stated above, it shall be the policy of the Company to provide opportunity by utilizing the following affirmative action methods to ensure participation on the contracts with FDOT will:

1. Provide written notice to all certified DBE subcontractors in the geographical area where the work is to be subcontracted by the Company;
2. Advertise in minority focused media concerning subcontract opportunities with the Company;
3. Select portions of work to be performed by DBEs in order to increase the likelihood of meeting the state's goals (including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation);
4. Provide adequate information about the plans, specifications, and requirements of the contract, not rejecting subcontractors without sound reasons based on a thorough investigation of their capabilities;
5. Waive requirements of performance bonds where it is practical to do so;
6. Attend pre-bid meetings held by FDOT to apprise disadvantaged subcontractors of opportunities with the Company;
7. Follow up on initial solicitations of interest to DBE subcontractors to determine with certainty whether the DBE company is interested in the subcontract opportunity.
8. Utilize FDOT's DBE Supportive Services providers for assistance in identifying and notifying DBE's of contracting opportunities.

The Company understands that this list of affirmative action methods is not exhaustive and will include additional approaches after having established familiarity with the disadvantaged subcontracting community and/or determined the stated approaches to be ineffective.

III. IMPLEMENTATION

The Company will make every effort to

1. Meet state goals by utilizing its affirmative action methods.
2. Express good faith by seeking to utilize DBE subcontractors where work is to be subcontracted.
3. Ensuring that contracted DBE's perform a commercially useful function as evidenced by their execution of a distinct element of work with its own workforce and the carrying out responsibilities by actually performing, managing and supervising the work involved.

IV. REPORTING

The Company shall keep and maintain such records as are necessary to determine the Company's compliance with its DBE Affirmative Action Plan. The Company will design its record keeping system to indicate:

1. The number of DBE subcontractors and suppliers used by the Company, identifying the items of work, materials and services provided;
2. The efforts and progress being made in obtaining DBE subcontractors through local and community sources;
3. Documentation of all contracts, to include correspondence, telephone calls, newspaper advertisements, etc., to obtain DBE participation on all FDOT projects;
4. The Company shall comply with FDOT's requirements regarding payments to subcontractors including DBEs for each month (estimate period) in which the companies have worked.

V. DBE DIRECTORY

The Company will utilize the DBE Directory published by the FDOT.

E-Verify
Employment Eligibility Verification

Welcome Monique Gors | User ID MGOR9270 | Last Login 09:42 AM - 07/02/2014 | Log Out

Click any ? for help

Home
My Cases
New Case
View Cases
Search Cases
My Profile
Edit Profile
Change Password
Change Security Questions
My Company
Edit Company Profile
Add New User
View Existing Users
Close Company Account
My Reports
View Reports
My Resources
View Essential Resources
Take Tutorial
View User Manual
Share Ideas
Contact Us

Company Information

Company Name:	Ranger Construction Industries, Inc.
Company ID Number:	403857
Doing Business As (DBA) Name:	Ranger Construction Industries, Inc.
DUNS Number:	005840194

Physical Location:		**Mailing Address:**
Address 1:	101 Sansburys Way	**Address 1:**
Address 2:		**Address 2:**
City:	West Palm Beach	**City:**
State:	FL	**State:**
Zip Code:	33411	**Zip Code:**
County:	PALM BEACH	

Additional Information:

Employer Identification Number:	592098662
Total Number of Employees:	100 to 499
Parent Organization:	Vecellio Group, Inc.
Administrator:	

Organization Designation:

Employer Category:	Federal Contractor without FAR E-Verify Clause

NAICS Code:	237 - HEAVY AND CIVIL ENGINEERING CONSTRUCTION	[redacted]
Total Hiring Sites:	7	[redacted]
Total Points of Contact:	3	[redacted]

[redacted]

E-Verify

Company ID Number: 403857

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Ranger Construction Industries, Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.

2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.

3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

Company ID Number: 403857

by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and non-citizens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for employees through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to make available to the Employer at the E-Verify Web site and on the E-Verify Web browser, instructional materials on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of employees' employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and

Company ID Number: 403857

Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.

2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.

3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.

4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.

A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify.

B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

• If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

• If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The photocopy must be of sufficient quality to allow for verification of the photo

and written information. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in good faith compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 and E-Verify system compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after the Form I-9 has been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual, or in the case of Federal contractors with the FAR E-Verify clause, the E-Verify User Manual for Federal Contractors. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer

uses the E-Verify system for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees in private of the finding and providing them written notice of the findings, providing written referral instructions to employees, allowing employees to contest the finding, and not taking adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA, as applicable, by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-

Company ID Number: 403857

Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS WITH THE FAR E-VERIFY CLAUSE

1. The Employer understands that if it is a subject to the employment verification terms in Subpart 22.18 of the FAR, it must verify the employment eligibility of any existing employee assigned to the contract and all new hires, as discussed in the Supplemental Guide for Federal Contractors. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors with the FAR E-Verify clause agree to become familiar with and comply with the most recent versions of the E-Verify User Manual for Federal Contractors and the E-Verify Supplemental Guide for Federal Contractors.

b. Federal contractors with the FAR E-Verify clause agree to complete a tutorial for Federal contractors with the FAR E-Verify clause.

c. Federal contractors with the FAR E-Verify clause not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify at the time of a contract award must enroll as a Federal contractor with the FAR E-Verify clause in E-Verify within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States,

whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor with the FAR E-Verify clause, the Employer must initiate verification of employees assigned to the contract within 90 calendar days from the time of enrollment in the system and after the date and selecting which employees will be verified in E-Verify or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Employers that are already enrolled in E-Verify at the time of a contract award but are not enrolled in the system as a Federal contractor with the FAR E-Verify clause: Employers enrolled in E-Verify for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. Employers enrolled in E-Verify as other than a Federal contractor with the FAR E-Verify clause, must update E-Verify to indicate that they are a Federal contractor with the FAR E-Verify clause within 30 days after assignment to the contract. If the Employer is enrolled in E-Verify for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor with the FAR E-Verify clause in E-Verify must initiate verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

e. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors with the FAR E-Verify clause that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors with the FAR E-Verify clause may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

f. Verification of all employees: Upon enrollment, Employers who are Federal contractors with the FAR E-Verify clause may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only new employees and those existing employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

g. Form I-9 procedures for existing employees of Federal contractors with the FAR E-Verify clause: Federal contractors with the FAR E-Verify clause may choose to complete new Forms I-9 for all existing employees other than those that are completely exempt from this process. Federal contractors with the FAR E-Verify clause may also update previously completed Forms I-9 to initiate E-Verify verification of existing employees who are not completely exempt as long as that Form I-9 is complete (including the SSN), complies with

Company ID Number: 403857

Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the Supplemental Guide for Federal Contractors. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor with the FAR E-Verify clause.

2. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it

determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the E-Verify system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation. The Employer must review the tentative nonconfirmation with the employee in private.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding. The Employer must review the tentative nonconfirmation with the employee in private.
3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (paid for at employer expense).

7. If the Employer determines that there is a photo non-match when comparing the photocopied List B document described in Article II.C.5 with the image generated in E-Verify, the Employer must forward the employee's documentation to DHS using one of the means described in the preceding paragraph, and allow DHS to resolve the case.

Company ID Number: 403857

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual, the E-Verify User Manual for Federal Contractors or the E-Verify Supplemental Guide for Federal Contractors. Even without changes to E-Verify, DHS reserves the right to require employers to take mandatory refresher tutorials. An Employer that is a Federal contractor with the FAR E-Verify clause may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor with the FAR E-Verify clause must provide written notice to DHS. If an Employer that is a Federal contractor with the FAR E-Verify clause fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to participants that are not Federal contractors with the FAR E-Verify clause, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor with the FAR E-Verify clause, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

Company ID Number: 403857

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

E-Verify

E-VERIFY IS A SERVICE OF DHS AND SSA

Company ID Number: 403857

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Ranger Construction Industries, Inc.	
C Leadbetter	
Name (Please Type or Print)	Title
Electronically Signed	**03/25/2011**
Signature	Date
Department of Homeland Security – Verification Division	
USCIS Verification Division	
Name (Please Type or Print)	Title
Electronically Signed	**03/25/2011**
Signature	Date

Information Required for the E-Verify Program

Information relating to your Company:

Company Name:	**Ranger Construction Industries, Inc.**
Company Facility Address:	**101 Sansburys Way**
	West Palm Beach, FL 33411
Company Alternate Address:	
County or Parish:	**PALM BEACH**
Employer Identification Number:	**592098662**

E-Verify

Company ID Number: 403857

North American Industry Classification Systems Code:	237
Administrator:	
Number of Employees:	100 to 499
Number of Sites Verified for:	5

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- FLORIDA 5 site(s)

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Ann Popoff		
Telephone Number:	(561) 784 - 3519	Fax Number:	(561) 792 - 1408
E-mail Address:	apopoff@rangerconstruction.com		
Name:	C B Leadbetter		
Telephone Number:	(561) 784 - 3535	Fax Number:	(561) 784 - 3465
E-mail Address:	rleadbetter@vecelliogroup.com		
Name:	Monique Gors		
Telephone Number:	(561) 784 - 3548	Fax Number:	(561) 792 - 1408
E-mail Address:	monique.gors@vecelliogroup.com		

VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Marc Holloway, Field Operations Manager

DATE: February 22, 2024

SUBJECT: **RESOLUTION – Approving the purchase of one (1) 2024 Peterbilt 520 Front Load Refuse Collection Truck from Southern Sewer Equipment Sales and Service, Inc. in the amount of $344,776.00 and the surplus of one (1) 2015 Mack Front Load Refuse Truck.**

Village Staff is seeking Council consideration and adoption of a Resolution approving the purchase of one (1) 2024 Front Load Refuse Collection Truck.

Background:

Based on its continued assessment of the commercial operations and the quantity/quality of service, Village Staff determined that four (4) front load trucks are required to effectively service the Village's multi-family residents and commercial customers. This purchase is ahead of the scheduled vehicle rotation in 2025. Sourcing of this vehicle at this time allows for a delivery at the beginning of the 2025 fiscal year, and payment will be in FY25. The request now allows the vendor to start building the vehicle with an expected 12-month build out.

At this time, staff intends to surplus one (1), 2015 Mack #379 (VIN: 1M2AU02C9FM009700), front-load refuse vehicle. This will keep the complement of front-load trucks to four (4). The use of four (4) front-load vehicles is required to ensure uninterrupted service through the continued implementation of a scheduled maintenance rotation program.

Purchasing:

This vehicle will be purchased through Southern Sewer Equipment Sales and Services, Inc., utilizing pricing established in an existing Sourcewell Contract (110223-NWY), at a total cost not to exceed $344,776.00.

A quote from Peterbilt is included as backup for this item.

Funding:

Account Information:

Fund	Department	Account Number	Account Description	Amount
Special Projects Fund	Special Projects Fund Expense	Q5541-66410	Automotive	$344,776.00

The attached Resolution has been prepared and/or reviewed by the Village Attorney for legal sufficiency.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving the purchase of one (1) 2024 Peterbilt 520 Front Load Refuse Collection Truck from Southern Sewer Equipment Sales and Service, Inc. utilizing pricing established in an existing Sourcewell Contract at a total cost not to exceed $344,776.00, with funds expended from Special Projects Fund Account No. Q5541-66410 (Automotive), approving the surplus of one 205 Mack Front Load Refuse Vehicle and authorizing the Village Manager to take all actions to effectuate the purchase in accordance with Village policies and procedures.

RESOLUTION 2024-____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING THE PURCHASE OF ONE 2024 PETERBILT FRONT LOAD REFUSE COLLECTION TRUCK FROM SOUTHERN SEWER EQUIPMENT SALES AND SERVICE, INC. PURSUANT TO PRICING ESTABLISHED IN AN EXISTING SOURCEWELL COOPERATIVE PURCHASING CONTRACT FOR WASTE AND RECYCLING VEHICLES; DECLARING AN EXISTING SANITATION COLLECTION VEHICLE AS SURPLUS PROPERTY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff requested the purchase of one additional front load refuse collection vehicle for use by the Public Works Department; and

WHEREAS, Village Staff recommended the purchase of one 2024 Peterbilt 520 Front Load Refuse Collection Truck from Southern Sewer Equipment Sales and Service, Inc. pursuant to pricing established in an existing Sourcewell Cooperative Purchasing Contract for Refuse Trucks (Contract No. 110223-NWY); and

WHEREAS, the Village Council wishes to declare one existing 2016 sanitation collection vehicle as surplus property; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the best interests of the Village and its residents.

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

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

Section 2. The Village Council hereby approves the purchase of one 2024 Peterbilt 520 Front Load Refuse Collection Truck from Southern Sewer Equipment Sales and Service, Inc. pursuant to pricing established in an existing Sourcewell Cooperative Purchasing Contract for Refuse Trucks (Contract No. 110223-NWY) at a total cost $344,776.00, with funds expended from Account No. Q5541-66410 (Special Projects Fund – Automotive). The Village Council further authorizes the Village Manager to take all actions necessary to effectuate the purchase.

Section 3. Upon delivery, acceptance and placement into service of the new collection vehicle, the Village Council declares the following vehicle as surplus property and authorizes its disposal in accordance with Village policies and procedures:

One 2015 Mack front-load refuse vehicle #379 (VIN: 1M2AU02C9FM009700)

Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

(Village Seal)

_____
MAYOR

ATTEST:

_____
VILLAGE CLERK

Southern Sewer Equipment Sales

800-782-4134 ♦ SouthernSewer.com ♦ 772-595-6940

Mr. Marc Holloway
Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, FL 33408
Email: mholloway@village-npb.org
Copy: Mr. Keith Davis, email: kdavis@village-npb.org

January 30, 2024

Dear Mr. Holloway:

Southern Sewer Equipment Sales appreciates the opportunity to provide the Village of North Palm Beach with a quote from Sourcewell contract #110223-NWY for a New Way Mammoth 40 yard front loader refuse body mounted on a new Peterbilt 520 chassis. Please review the attached equipment list.

New Way Mammoth 40 Yard Front Loading Refuse Body List Price:	$157,418.00
Sourcewell Discount 5%:	-$7,871.00
Body Price:	$149,547.00
Freight:	$4,000.00
2024 Peterbilt 520 Chassis (Unpublished Sourced Good):	$191,229.00
TOTAL PRICE:	**$344,776.00***

The price does include delivery to the Village.

This ordered stock unit is subject to prior sale. Pricing based on current market conditions. Does not include unforeseen changes due to volatile market fluctuations and/or material surcharges. Quote is valid for 30 days.

Please feel free to contact Jordyn Brock at (772) 882-8931, if you have any questions.

Sincerely,

Jenny Mitchem

Jenny Mitchem
Office Manager

Equipment List

Village of North Palm Beach
January 30, 2024

New Way Mammoth 40 yd. Front Loader

28 Cubic Yard Body Capacity
12 Cubic Yard Hopper Capacity
Full Eject Dump
Air Joystick Control – Single Handle Quad
Air Over Hydraulic
8,000 lb. Lift Rating Arms, 4.5" Arm Cylinder & 3.5" Fork Cylinder
Fork Thickness 1¼" with Hook (44" usable bumper to hook)
Front Mount Vane Pump
Quick Disconnect Port for Pressure Gauge
Auto Lock Tailgate
Curved Shell Body
Steel Canopy
Sliding Access Door
Body Side Ladder
Automatic Packer
Pack on the Go
Triple Camera System with 7" Color Monitor, Cameras at Rear, Hopper & Street Side Facing Blind Spot
Over Height Warning Light
Over Height Warning Buzzer
Center Mount Brake
LED Body Lights
LED Backup Lights, Mounted Mid-Body
LED Work Lights: 2 in Hopper, 1 on Canopy
Strobe Light Center Tailgate
Integrated Strobe Light Package, Mounted Upper Tailgate
Service Hoist
Remote Grease Tailgate Hinge and Cylinders
Acrylic Urethane Enamel Single Color Paint
Shovel/Broom Rack
Steel Tool Box 18" x 18" x 24"
20 lb. Fire Extinguisher
Triangle Kit
1 Year Body and Hydraulic Warranty
2 Year Cylinder Warranty

Chassis:

New 2024 Peterbilt Model 520 Chassis
66,000 GVW
Paccar PX-9 380 HP Diesel Engine
Allison 4500 RDS-P Transmission
Cab Painted Yellow

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Sourcewell

Solicitation Number: RFP #110223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Scranton Manufacturing Company/New Way Trucks, 101 State Street, Scranton, IA 51462 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Refuse Collection Vehicles with Related Equipment, Accessories and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 28, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

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- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

DocuSign Envelope ID: 9A9922FA-3977-45F5-B845-5176F80F0565

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

DocuSign Envelope ID: 9A9922FA-3977-45F5-B845-5176F80F0565

price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

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D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

DocuSign Envelope ID: 9A9922FA-3977-45F5-B845-5176F80F0565

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

DocuSign Envelope ID: 9A9922FA-3977-45F5-B845-5176F80F0565

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

DocuSign Envelope ID: 9A9922FA-3977-45F5-B845-5176F80F0565

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

DocuSign Envelope ID: 9A9922FA-3977-45F5-B845-5176F80F0565

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

DocuSign Envelope ID: 9A9922FA-3977-45F5-B845-5176F80F0565

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

DocuSign Envelope ID: 9A9922FA-3977-45F5-B845-5176F80F0565

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

DocuSign Envelope ID: 9A9922FA-3977-45F5-B845-5176F80F0565

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient 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 recipient or subrecipient must comply with the requirements of 37 C.F.R. § 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. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared

DocuSign Envelope ID: 9A9922FA-3977-45F5-B845-5176F80F0565

ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have 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. Suppliers must 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 non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory 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.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in

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guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 1/19/2024 | 7:07 PM CST

Scranton Manufacturing Company/New Way Trucks

DocuSigned by:
FDDEA3B770F6476...

By: _____
Don Ross
Title: Chief Sales Officer
Date: 1/19/2024 | 3:52 PM PST

Approved:

DocuSigned by:
Chad Coauette
48BAF71B0894454...

By: _____
Chad Coauette
Title: Executive Director/CEO
Date: 1/19/2024 | 7:49 PM CST

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RFP 110223 - Refuse Collection Vehicles with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	Scranton Manufacturing Co.< Inc.
Does your company conduct business under any other name? If yes, please state:	New Way Trucks
Address:	101 State Street Scranton , IA 51462
Contact:	Jesse Geeslin
Email:	jgeeslin@newwayfleetforce.com
Phone:	715-321-6048
HST#:	42-0993825

Submission Details

Created On:	Thursday September 14, 2023 12:13:18
Submitted On:	Tuesday October 31, 2023 16:09:36
Submitted By:	Sam Norland
Email:	snorland@mcfamco.com
Transaction #:	581454c8-715f-4d1a-8a90-cec08b6d690f
Submitter's IP Address:	198.153.109.161

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Scranton Manufacturing Company/New Way Trucks	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	New Way FleetForce Rentals	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	New Way FleetForce LLC	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	46996	*
5	Proposer Physical Address:	101 State Street Scranton, Iowa 51462	*
6	Proposer website address (or addresses):	newwaytrucks.com refusetrucks.scrantonmfg.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Geeslin New Way FleetForce Director of Sales 809 Locust Street Scranton, Iowa 51462 jgeeslin@newwayfleetforce.com 715.321.6048	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Sam Norland Marketing Supervisor 809 Locust Street Scranton, Iowa 51462 snorland@mcfamco.com 712.634.6383	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Nick Daniel Sales Operations Manager 809 Locust Street Scranton, Iowa 51462 ndaniel@newwaytrucks.com 712.634.6010	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	In 1971, John McLaughlin, his brother, and a friend began repairing farm equipment in small-town Scranton, Iowa. The trio soon began manufacturing innovative products that farmers in the surrounding area needed, including the world's first mechanical hybrid seed corn detasseler. It was only a matter of time before Scranton Manufacturing's reputation for high quality, innovative products spread to farms across the country. Scranton Manufacturing became one of the nation's premier livestock handling and feeding equipment manufacturers as a result. A farming depression in the 1980's necessitated change as Scranton Manufacturing purchased the New Way product line of garbage trucks after John saw an ad in the Wall Street Journal for a small garbage truck manufacturer based in nearby Des Moines, Iowa. John saw to his vision to improve and expand the New Way product line and build a network of distributors that reached every region in North America. Today, Scranton Manufacturing and its New Way Trucks brand is the crown jewel of the McLaughlin Family Companies. It is the largest privately-held refuse collection vehicle manufacturer in the nation. New Way Trucks is one of the fastest-growing companies in the $100 billion North American solid waste industry and remains family-owned for more than 50 years. Throughout our existence, we have been committed to innovation, safety, quality, customer satisfaction, and growth. Midwest values drive everything we do, and our people are our most valuable asset. Scranton Manufacturing founder and 2009 National Waste & Recycling Association (NWRA) Hall of Fame inductee, John McLaughlin, has long attributed the company's continued success to the 4 P's: People, Principles, Products, and Persistence. New Way manufactures the widest product lineup of front-, rear-, and side-load refuse collection equipment in the refuse industry and proudly goes to market through the industry's most well-respected Distributor Network. More than 40 individual distributors operate over 60 separate locations that provide necessary support during and after the sale as well as unmatched post-sale service to the entire United States and Canada. New Way's Distributor Network also includes more than a dozen additional locations across the globe. Our Distributor Network lays the bedrock of our organization, and we would not have been able to add new manufacturing facilities in Booneville, Mississippi in 2020 and 2021 without the continued sales and service efforts of our valued distributors that necessitate production capacity increases. New Way also opened a new manufacturing facility in Carroll, Iowa in 2020 a short drive from our New Way Parts Department. A mere 18 miles separates our Carroll facilities from our headquarters in Scranton. Giving back has been core to Scranton Manufacturing since John McLaughlin founded the company in 1971. Employee-organized blood drives, care packages for soldiers serving domestically and overseas, school supply and winter coat donation events are common. Toy drives around the holidays and clean-up efforts in the aftermath of local natural disasters are also regular occurrences. Though selfless acts have been common since the company's founding, we gave these efforts a name in 2021: Driving Goodness. Driving Goodness was established to help individuals going through hardship in our local communities due to unforeseen circumstances. Employees nominate potential fund recipients. New Way Trucks also donates equipment to and participates in local parades and festivals. Welding staff visit local high school welding programs every other week to help develop students' skills. School groups frequently tour our manufacturing facilities to learn about the benefits of careers in the skilled trades, and we partner with local community colleges to ensure these opportunities are readily available. Our employee family is proud to be stewards of the communities in which we operate in both Iowa and Mississippi.	*

11	What are your company's expectations in the event of an award?	Should New Way be awarded a new Contract, we will develop a Sourcewell-specific sales order sheet to further simplify the refuse collection vehicle procurement process for Sourcewell Participating Agencies. Members of the New Way team will travel to Minnesota within 45 days of an award to initiate further training on the new agreement and formally launch the contract. New Way will train the remainder of our Sales Operations Staff on any new procedures related to the Sourcewell Contract, and New Way Regional Sales Managers (RSMs) will inform our Distributor Network accordingly. New, discounted refuse collection vehicle - and parts - pricing will become valid immediately to Participating Agencies and New Way will subsequently implement our turnkey solution. A Sourcewell-awarded contract will allow New Way Trucks to continue to provide Participating Agencies with great products at a discounted price to our many existing municipal customers, grow our municipal base, and open the door to new opportunities in the educational space.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	New Way Trucks is the cornerstone of McLaughlin Family Companies, an ever expanding central-Iowa and northeast-Mississippi based group of companies focused on refuse, recycling, veterinary, and animal control equipment manufacturing and retail product distribution for new and used automobiles and automotive products. New Way's business plan has been based on growth and expansion since John McLaughlin bought the company in the mid-1980's. In 2015 we added a 56,000 square foot manufacturing addition at our main manufacturing facility in Scranton, Iowa. In 2018 a $3 million investment in computerized fabrication equipment and robotics at our facilities in Iowa continued that expansion. In 2020, New Way Trucks expanded to Booneville, Mississippi by opening a 152,000 square foot manufacturing facility and in Carroll, Iowa when we bought a 42,000 square foot facility. In 2021, we began operations in another facility in Booneville, a 66,000 square foot operation. Today our space exceeds 600,000 square feet under roof in central Iowa and northeast Mississippi with joint venture manufacturing projects in Canada, Mexico, and most recently in Australia. New Way has consistently experienced annual double-digit growth, and now operates three manufacturing facilities and a parts department in Iowa. In addition, New Way operates two manufacturing facilities and a parts depot in Mississippi. New Way has opened one new manufacturing facility in both Iowa and Mississippi – and Mississippi's parts depot – since being awarded Sourcewell Contract #091219-NWY. New Way is committed to expanding our manufacturing capacity by investing in human capital and cutting-edge equipment to meet the ever-growing demand for our refuse collection vehicles.	*
13	What is your US market share for the solutions that you are proposing?	According to National Waste and Recycling Association (NWRA) data, New Way Trucks represents slightly more than twenty-four (24) percent market share in the US for front-, rear-, and side-load refuse collection equipment sold in 2022. New Way's industry-leading Sidewinder XTR automated residential side loader represents nearly thirty (30) percent of all automated side loaders sold in the United States.	*
14	What is your Canadian market share for the solutions that you are proposing?	According to best estimates, New Way currently has nine (9) percent market share in Canada. New Way is excited at the prospect of working with Canoe through a new Sourcewell Contract in Canada thanks not only to our existing distributor infrastructure that includes four distributors serving the country across nine locations, but also because of how well-connected our newest distributor covering Canada's most populous province – Ontario – is in the municipal market.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No. New Way Trucks is a financially stable organization with continued growth year after year. We are the largest privately held refuse equipment manufacturer in North America and rank in the top three of all refuse collection vehicle manufacturers in total units produced.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	New Way Trucks is an original equipment manufacturer (OEM). Both New Way's sales force and Distributor Network cover all of the U.S. and Canada. Our sales force is comprised of all New Way employees, whereas our trusted distributors and their representatives are employees of their respective organizations. The New Way Distributor network is made up of 40 privately owned organizations with over 60 locations across the United States and Canada. This North American network includes over 150 distributor employees dedicated to and experienced in showcasing the New Way brand. To support its customers and extensive Distributor Network, New Way Trucks has a 40+-person sales, marketing, parts, warranty and service organization made up of all full-time New Way employees. Ten Regional Sales Managers (RSMs) are responsible for our North American sales territories and provide direct distributor and end-user product support. These RSMs are responsible for training, educating, and demonstrating our products to end-users and distributors. They also assist with price quoting, order development, and support both during and after the product sale. Our Service, Warranty, and Parts teams provide after-sales support to both distributors and end-users. New Way's Field Service teams provide on-site technical support and training to our end- users and Distributor Network. New Way certified field service technicians are available to Participating Agencies. These field service technicians provide service and support at Distributor and Participating Agency locations to assist with any maintenance needs that arise. The New Way Distributor Network is the first line of defense for any parts or service issue. Each distributor maintains an inventory of stock parts and a team of service technicians are available to support Participating Agencies when necessary.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	The American National Standards Institute (ANSI) is the governing body for refuse equipment specifications and requirements in North America. The National Waste & Recycling Association (NWRA) administers ANSI. New Way is actively involved with NWRA as we hold the current Chairman of the NWRA Board of Trustees and Chairman of the NWRA Suppliers Board of Governors positions. New Way is also represented on all ANSI committees and is actively involved in establishing new equipment safety protocols and equipment specifications for our industry. In addition, each of our manufacturing facilities in Iowa and Mississippi meet and exceed the standards set by the Occupational, Safety, and Health Administration (OSHA).	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	New Way Trucks has not been suspended or disbarred from participating in any government contracts since the company's inception.	*

Table 3A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
19	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	New Way believes that all solid waste is local. This is visible in the refuse collection vehicle variations our customers request. To meet that need, we manufacture the widest product lineup of any refuse collection vehicle body manufacturer. With over 40 body sizes of twelve different product lines of refuse collection vehicle bodies, there is no refuse collection need that New Way Trucks cannot meet. Our product lineup features two front-load, six rear-load, three automated side-load, and a satellite side-load refuse collection vehicle. New Way refuse collection vehicle bodies range in size from six cubic yards to 43 cubic yards. New Way is pleased to include our entire parts catalog to keep Participating Agencies' equipment running smoothly. We have created first round preventive maintenance parts packages that include replacement filters and wear items to assure Participating Agencies use New Way parts during the standard warranty period. Each of our refuse collection vehicles are available for rent through our New Way FleetForce program. FleetForce is the only direct-from-manufacturer rental operation in the industry offering various rental contract options ranging from a month to multiple years-long time frames. The latest, most productive New Way refuse collection vehicles are regularly being added to FleetForce's rental fleet to meet to meet a Participating Agency's immediate need. If a vehicle is available, FleetForce will immediately deliver to a Participating Agency's location. Since New Way FleetForce units are built and distributed just like any of our refuse collection

vehicles, Sourcewell Participating Agencies are guaranteed factory-trained support through our Distributor Network.

Front-Loaders

New Way offers two front load refuse collection vehicle body styles for commercial collection: the New Way Mammoth and a lightweight Mammoth Western Series for areas in the western United States where United States Department of Transportation (DOT) regulations are a concern. Both models have a twelve (12) cubic yard hopper capacity and body capacities of 22, 28, and 31 cubic yards.

The New Way Mammoth is known for its one-piece, curved shell design that boasts the strongest steel specs in the industry. The Mammoth gets its name from the heavy-duty single-piece constructed arms that resemble tusks when extended. Torque tube assembly and pack-on-the go features maximize route and labor efficiency. The refuse collection vehicle body features the largest clean-out doors and sump in the industry. This front-loader's ease of use and maintenance, superior strength, durability, and after sales product support and service are unmatched.

The New Way Mammoth Western is a ten percent lighter front-loader that does not compromise on strength. New Way's engineering team accomplished this with lighter weight, high-tensile steels. Its fast cycle times and high compaction rates make it an ideal fit for customers in the western United States that need a rugged front-load refuse collection vehicle that is fully compliant with local regulations. The Mammoth Western offers the pachyderm-esque strength and stamina of its sibling while remaining weight-log compliant for more stringent coastal states' DOT regulations.

Rear-Loaders

The New Way King Cobra offers industry-leading rear-load waste compaction and comes available in body sizes from 20- to 32-cubic-yards. The King Cobra is the unequivocal industry leader with an approximate 1,000 to 1,300 pounds per cubic yard compaction rate and superior rear-loading capabilities.

Built to take on a lot of work without requiring much maintenance, the King Cobra rear loader offers many of the standard features of other New Way rear-loaders. Curbside hydraulic access, side-body automatic tailgate locks, a rear-view camera and two-year hydraulic cylinder warranty are just a few of the many standard options. The King Cobra can also be customized to meet the needs of a Participating Agency's individual operation.

Combine all of this with the fact that the King Cobra has the lowest cost of operation of any comparable body size and one of the lowest warranty claims of any mobile refuse collection vehicle body in the industry, and you've got a mobile refuse collection vehicle that charms the most demanding of routes.

The King Cobra comes available in the following body capacities: 20-, 25-, 27-, and 32-cubic yards.

The New Way Cobra Magnum is a large rear-loader that is still fully DOT compliant. Like the King Cobra, it is also available in body sizes of 20-, 25-, 27-, and 32-cubic-yards. The Cobra Magnum offers the ultra-high compaction of the King Cobra with a body weight lighter than what the competition can achieve.

The Cobra Magnum is designed to comply with Department of Transportation weight regulations and offers the easiest operational features in today's mobile refuse collection vehicle market. Operators have convenient access to curbside hydraulic controls on this impressive rear loader that will easily compact up to 1,100 pounds per cubic yard depending on the waste stream.

Add in a huge 3.55 cubic yard hopper and a striking 21-23 second cycle time, and the Cobra Magnum delivers the perfect size mobile refuse collection vehicle with the bite to crush anything you throw its way.

The newest addition to New Way's rear-load lineup is the Cobra High Compaction rear-end-loader. The Cobra High Compaction (HC) boasts the compaction and speed of its bigger brothers, the Cobra Magnum and King Cobra, but features a lightweight body with an overall lower profile for height-restricted refuse collection routes.

Preventive maintenance is simple thanks to the vehicle's mounted front valve, easy access wiring system, and removable slide show access cover. The new Way Cobra HC hit the industry in 2020 with its 1,100 to 1,300 pounds per cubic yard compaction rate, 15,000-pound weight (for the standard 25-yard model), and a 21-23 second cycle time. 20- and 27-yard models are also available.

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Additional features include a large 3.5 cubic yard hopper with wide 80-inch tailgate and inboard hydraulic cylinders, an inside-body hydraulic tank, optional auto-lock turnbuckles, and optional bolt-on winch systems.

The New Way Cobra is a lightweight rear loader that boasts full-sized compaction capabilities. Our Cobra rear-end-loader is the contractor's choice, striking the perfect balance between outstanding compaction and a lightweight 16- to 20-cubic-yard body. With a compaction rate of up to 850 pounds per cubic yard, the Cobra is a powerful rear load mobile refuse collection vehicle that will do everything mid-size mobile refuse collection vehicles are expected to.

Add in the Cobra's large 3.2-cubic-yard hopper on a single-axle chassis, internally-mounted hydraulic cylinders, operating valve on the outside of the hopper, automatic tailgate locks with outside lever controls, high-compaction body and a variety of container-handling options for both steel and plastic carts, and you'll understand why the Cobra dominates the mid-sized refuse collection vehicle market.

The Cobra is available in 16-, 18-, and 20-cubic yard body sizes.

The New Way Viper is an innovative rear-end-loader built for safety and maintenance and comes available in body sizes of 9-, 11-, and 13-cubic-yards. It is one of the most popular mid-compaction rear loader bodies on the market today. It is a lighter, faster version of the industry-leading Cobra.

The ever-popular 11-yard Viper does not require a CDL to operate as it is commonly sold on chassis under 26,000 lbs. Gross Vehicle Weight Rating (GVWR). It's the perfect mobile collection vehicle for small-volume residential routes and a reliable, durable favorite of fleet managers from coast to coast. *

The Viper also comes standard with automatic tailgate locks with the control handle located on the side of the chassis, thus eliminating the time and effort needed to go back and forth to operate the traditional turnbuckle locks.

With accessories and adapters to accommodate all varieties of residential cart tippers and commercial containers, a rear-view camera and a two-year hydraulic cylinder warranty, this rear-loader is a great beginning refuse collection vehicle for operators to train on before getting their CDL and graduating to a larger, yet still familiar, vehicle.

The under-CDL New Way Diamondback packs powerful features into a compact profile. Our smallest rear-load refuse collection vehicle exhibits quality in workmanship and raw materials that differentiates it from the competition. This compact, low-profile mobile refuse collection vehicle with a low load-still threshold has a compaction rate of up to 800 pounds per cubic yard in the standard unit and up to 1,000 pounds per cubic yard on the high-compaction model.

When searching for quality, affordability, and maneuverability to service high-density areas, resorts, campuses, and park collection routes, the Diamondback refuse collection vehicle is the answer. It is available in 6- or 8-cubic-yard body capacities, and is adaptable to all residential cart tippers.

The Diamondback comes fully-equipped with a range of standard features that are merely options on most other units, including a rear-vision camera and standard two-year hydraulic cylinder warranty.

Automated Side-Loaders

For the last 20 years, the solid waste industry focused on improving productivity. That effort translated to bigger and fewer collection routes, larger trucks, and fleet-rightsizing. Given the current CDL driver shortage, however, one shoe does not fit all markets. Hauling operators are now seeing those trends begin to reverse. There is a willingness to expand fleets with smaller collection vehicles with hopes of expanding the labor pool and drawing candidates from groups not traditionally targeted by the nation's waste haulers. New Way Trucks is poised and ready to meet that need.

The industry's continued shift to automation has further proven to extend an aging workforce while at the same time becoming gender neutral. Historically solid waste has been male-dominated due to the heavy lifting requirements. However, technology has solved that problem. Automation does the heavy lifting, and equipment manufacturers are designing for smaller stature, creating access to more commercial drivers in a time when driver shortages are widespread.

The New Way Sidewinder XTR™ is the best-selling Class 8 automated side-loader in the industry according to the National Waste & Recycling Association's equipment statistics program. It's just a matter of time before the New Way Wolverine

becomes the most sought-after Class 6.

The New Way Sidewinder XTR is an automated side-loader with one-operator efficiency. With a deceptively fast compaction rate and the industry's strongest frame-mounted collection arm that reaches up to an impressive 12 feet, efficiency is always at the operator's side. The Sidewinder XTR combines the convenience of automated loading with the ability to maneuver in tight spaces to create an ultra-tough, overbuilt side-loading machine.

At the end of the day, the convenient features of the Sidewinder XTR are even more evident. Mobile refuse collection vehicle operators appreciate the convenience of being able to easily clean out behind the pack panel with the widest opening access and largest clean-out sump in the industry. Add to that the standard rear-view camera and a two-year hydraulic cylinder warranty, and you can see why the Sidewinder XTR has a solid grip on the industry.

The New Way Sidewinder XTR comes available in the following standard body sizes: 22-, 24-, 29-, and 31-cubic yards. 18-, 20-, and 33-yard Sidewinder XTRs are not standard, but are available by request.

The New Way® Wolverine is the latest innovation from New Way Trucks and joins the largest and most diverse family of refuse equipment in the industry. The Wolverine has the attributes of its larger siblings, just in a smaller package. With pack cycle times equivalent to a Sidewinder, arm cycle times equivalent to a Rotopac, a nine-foot arm reach, and full eject capability, the Wolverine provides a package that promotes efficient collection. Both manual and automated Wolverines are available to meet the need of any user. To aid in replacement costs and space, the Wolverine and Sidewinder share common parts in the hydraulic and control systems to eliminate the need for multiple SKU's on the shelf.

Although the Wolverine is a full-fledged collection vehicle, it is available in an under-CDL package, making finding and training new drivers considerably easier. Your new drivers can focus on safety, customer service, and a manageable route footprint in a smaller vehicle, and eventually graduate to a full-sized unit bringing those skills forward to a larger – yet still familiar – refuse collection vehicle.

The Wolverine comes available in 10-, 12-, and 14-cubic-yard body capacities.

The New Way ROTO PAC is the first auger-driven organics and municipal solid waste collection vehicle in the world. The ultimate goal of waste management is zero waste being deposited into landfills. With an eye towards the future, New Way is leading the pack with our ROTO PAC.

Organics on Monday, municipal solid waste (MSW) on Tuesday. Gone are the days of maintaining separate trucks to meet a community's waste management needs. As the first refuse collection vehicle that works equally well with municipal solid waste as it does with recycling and organics, the multi-purpose ROTO PAC is designed for operational flexibility.

The ROTO PAC'S self-cleaning auger not only more efficiently compacts organic materials - such as grass clippings and food waste - but will automatically reverse in the rare event of a jam. The 23,000 pounds of auger torque makes quick work of compaction and self-cleaning, which eliminates downtime to clean out behind a pack panel. The automated arm has a 12-foot reach and can easily manage up to 500 pounds at maximum extension.

Add to that bodies sizes of 14-, 16-, 20-, 22-, 25-, and 27-cubic-yards, the highest legal payload in the industry at 25,000 pounds, reduced hydraulic cylinder maintenance due to the auger, and a liquid-tight hopper up to 40 inches high, and you have the most adaptable refuse collection vehicle available on the market today.

Satellite Side-Loader

The New Way Mamba under-CDL satellite side-loader is a fiercely-fast and agile side loader. This truck slithers its way into residential collection routes that other refuse collection vehicles cannot and provides the freedom to load from both sides. With its slender body construction, the Mamba plays a vital role and allows operators transfer compacted materials to larger rear loaders.

Available in fixed-body mount, the Mamba also features cart tipper and barrel dumper options, giving Participating Agencies the ability to customize a side-loader machine that is sure to handle anything thrown its way. The Mamba is available in 6-, 8-, and 10-cubic yard body sizes.

20	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	1) New Way Trucks Parts 2) After-Sale Distributor Support Services: Parts, Service, Warranty through the New Way Distributor Network 3) New Way FleetForce Refuse Collection Vehicle Rental Program: FleetForce provides turnkey rental solution for complete, ready-to-work New Way refuse collection vehicles. A rental unit is an immediate solution for Participating Agencies that seek alternative finance options in adding the same productive New Way refuse collection vehicle to their fleet. 4) Off-rent truck sales availability: New Way aggressively discounts refuse collection vehicles in the FleetForce rental fleet after contracts complete. These units are available through the New Way Distributor Network. 5) Work Ready Truck Program: The New Way Trucks Work Ready Truck Program is designed to meet Participating Agencies' most pressing needs for purchasing refuse collection vehicles. New Way regularly builds large quantities of standard, well-equipped vehicles that provide immediate solutions for Participating agencies that desire quicker lead times.
21	If your proposal does not include the chassis as a turnkey solution, describe in detail, the process to assist the member to acquire the chassis.	To meet more pressing Participating Agency needs, our proposal does include the chassis as a turnkey solution. This simple six (6) step process is laid out below. 1) A Participating Agency searches the New Way website or contacts a New Way Distributor for a work-ready mobile refuse collection vehicle that meets their unique specifications. 2) The New Way Distributor verifies specifications and contacts our Sourcewell ready vehicle program manager for vehicle availability. 3) Once a vehicle is located, the New Way Distributor reviews specifications with the Participating Agency and quotes price based on most current, not-to-exceed contract pricing. 4) The Participating Agency approves the quotation and issues a purchase order to the New Way Distributor, who subsequently submits a distributor order to New Way. 5) The work-ready mobile refuse collection vehicle is shipped to the New Way Distributor for pre-delivery inspection (PDI), and a delivery appointment is coordinated with the Participating Agency. 6) The ready vehicle is then delivered to the Participating Agency's location. When it arrives, the New Way Distributor conducts operator training and the Participating Agency takes delivery of its New Way work-ready mobile refuse collection vehicle. New Way Distributors assure that all units are ready to begin service immediately upon delivery, pending licensing and permitting by the Participating Agency. New Way is proud to offer work-ready mobile refuse collection vehicle solutions for immediate sale. Participating Agencies are welcome to choose between these work-ready solutions or a more customizable option, whichever choice better meets a Participating Agency's desires. New Way's current work-ready vehicles are always in production and are regularly available. New Way regularly communicates available work-ready inventory to the New Way Distributor Network. This helps a Participating Agency more easily find what inventory is immediately available and ready for purchase. Both New Way and our Distributor Network also have refuse collection vehicles currently working in our Demonstration Truck line that are aggressively priced and ready for immediate sale. We even have off-rent vehicles available for purchase.
22	If a hybrid/electric chassis option is not a part of your product offering, provide information on when a hybrid/electric option may be part of your offering.	New Way Trucks has more units on route each day on electric chassis than any of our competitors. We have ongoing projects with every chassis manufacturer that offers a hybrid/electric refuse collection option.

Table 3B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	

23	Front-load, side-load, rear-load, and multi-compartment refuse vehicles, including electric powered refuse vehicle bodies	(•) Yes ( ) No	New Way manufactures multiple front-load, side-load, and rear-load refuse collection vehicle bodies to meet the needs of a wide-ranging customer base. Given emission standards coming down the pike for model year 2024 chassis, we are also developing electric powered refuse vehicle bodies to give end-users the option of owning a one-hundred percent electric powered refuse collection vehicle.	*
24	Wide range of chassis, including internal combustion, natural gas or propane Autogas, hybrid or alternative fuel, and electric powered	(•) Yes ( ) No	New Way continues to work with all leading chassis manufacturers on alternative fuel systems to proactively integrate given the myriad changes and advancements in the refuse space. We are on the short list with chassis manufacturers when it comes to integration of any new alternative fuel chassis products. New Way has long been on the forefront of refuse truck electrification and is well-versed in clean diesel, compressed natural gas, and battery-powered fuel systems. We have also committed to a hydrogen-powered refuse collection vehicle solution.	*
25	Technological, logistical or mechanical accessories designed to increase operator and vehicle safety	(•) Yes ( ) No	Each New Way refuse collection vehicle is customizable to a Participating Agency's needs. A multitude of safety and vehicle options exist to prevent accidents, promote safe driving, and protect the operator. Radar detection, warning indicators, and multi-camera systems are available to detect any obstructions during the operator's daily routine. Automatic braking systems are also available to prevent collisions while extensive light packages offer a reliable way to protect the operator by increasing the visibility of the vehicle. The integrated use of proximity sensors with the hydraulic system also allows for a cushion effect to give the operator less fatigue and promote ergonomic operation. All New Way bodies also feature easy troubleshooting through lights, service diagnostic software, or a user interface that is mounted in the cab. Each method of troubleshooting can help to pinpoint the problematic area efficiently and reduce downtime. Safety is of the utmost importance to New Way and each refuse collection vehicle is continuously improved and designed with the safety and ergonomics of the operator and vehicle in mind. We also use Geotab to ensure safe refuse collection vehicle deliveries to Participating Agencies, and other safety-added platform features to assure end-users fleets are performing optimally.	*

26	Maintenance services	(•) Yes ( ) No	New Way's distributor network is unmatched when it comes to after-sales service. Upon request, we can also task one of our field service representatives or inside service staff to assist specific issues an end-user may be encountering.	*

Table 4: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
27	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	New Way is offering another generous percentage off MSRP discount to Sourcewell Participating Agencies. Additionally, New Way distributors have agreed to offer a discount range on top of that. Distributors often provided similar discounts throughout Contract #091219-NWY, so we are defining that range to provide Participating Agencies with the best New Way refuse collection vehicle pricing currently available. This improved pricing structure will better help Participating Agencies budget for refuse collection vehicle purchases throughout the life of the Sourcewell contract.

Table 5: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
28	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	New Way Trucks maintains individual MSRP/retail price lists for each of our equipment product offerings. New Way will offer a four (4) percent discount off MSRP/retail price to Sourcewell Participating Agencies under this contract. Please see our pricing attachment for all catalog pricing of our MSRP/retail equipment. The model-specific price sheets include purchased material surcharges. Unlike other manufacturers that utilize fixed percentage or dollar amount surcharges, New Way determines purchased material surcharges on a model-by-model basis depending on the quantity of purchased material that each refuse collection vehicle body contains.	*
29	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	New Way Trucks is offering all Participating Agencies a four (4) percent discount off its retail or list price on all our mobile refuse collection vehicle models and parts. Additionally, the New Way Distributor Network will offer discounts to Sourcewell Participating Agencies anywhere from one (1) to five (5) percent on all Sourcewell orders. As a result, participating Agencies stand to procure New Way's full line of refuse collection vehicle bodies for a five (5) to nine (9) percent discount off MSRP.	*
30	Describe any quantity or volume discounts or rebate programs that you offer.	New Way Trucks and our distributors are happy to offer negotiable volume discounts on large orders. New Way does not currently offer a rebate program.	*

31	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	New Way Trucks provides the following solutions: A) Participating Agencies have the option to purchase a chassis as a sourced good OR using the Sourcewell contract through a specific chassis vendor. B) On the rare occasion that one of our work-ready chassis is not what a Participating Agency wants, we have the resources to locate the correct chassis for a Participating Agency. Due to our strategic partnerships with every major chassis manufacturer, we can purchase as many chassis as a Participating Agency desires at a competitive market price that is advantageous to the Participating Agency. Due to the level of customization that we provide, it may become necessary to source a “good” (chassis) from another provider. In that rare instance, the sourced good is considered cost-plus.	*
32	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight is not included in pricing submitted. New Way Trucks will always offer competitively procured freight costs to Participating Agencies. Items such as pre-delivery inspection, installation, set up, mandatory training, and initial inspection are all included in the initial purchase price and completed prior to the Participating Agency taking delivery, per New Way warranty requirements.	*
33	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	New Way Trucks provides numerous delivery options to Participating Agencies. The Participating Agency can choose between picking a completed mobile refuse collection vehicle up at one of our manufacturing facilities in Iowa or Mississippi, having the completed vehicle delivered to their local authorized New Way Distributor, or having the completed vehicle delivered directly to the Participating Agency’s location. We will work with the Participating Agency during the order process to identify the right choice. Freight is an additional sourced charge. New Way Trucks will always offer competitively procured freight costs to Participating Agencies.	*
34	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Our authorized New Way Distributor in Hawaii has years of experience coordinating the delivery of refuse collection equipment. New Way has delivered many mobile collection vehicles to Alaska throughout the years, employing tugboats when the situation necessitates it. To make it as easy as possible for Participating Agencies in both states, our distributors and transportation specialists will leverage existing freight networks to coordinate timely and competitively priced deliveries. Similarly, for Participating Agencies in Canada, our respected Canadian Distributor Network that covers all of Canada will help broker freight and shipping. All freight costs are competitively procured. All freight charges will be passed through to Participating Agencies at a competitively-sourced cost without mark-up.	*
35	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our distribution network is unique in that New Way Trucks has the most robust Distributor Network in North America. To best serve our extensive Distributor Network, New Way Trucks currently has a dozen trained drivers delivering our New Way collection vehicles across North America. New Way also employs the best drive-away delivery companies as needed.	*

Table 6: Payment Terms and Financing Options

Line Item	Question	Response *	
36	Describe your payment terms and accepted payment methods.	Net 30 Days. New Way accepts payment by check, ACH, credit card, and even cash. There is a three (3) percent fee on credit card transactions over $2,500.	*
37	Describe any leasing or financing options available for use by educational or governmental entities.	New Way's Distributor Network offers various leasing and financing options to educational or governmental entities. These include key third party financing organizations such as Wells Fargo, Key Equipment Finance, and National Cooperative Leasing (NCL) Government Capital.	*
38	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	New Way's standard transaction documents for all refuse collection vehicle sales are order forms and order acknowledgements. A Sourcewell Participating Agency will work with an authorized New Way Distributor to submit an order form detailing the exact specifications and custom options they would like their New Way refuse collection vehicle to include. The New Way distributor will submit the completed order form to the New Way Sales Operations department, who will enter the order into our enterprise resource planning software. The department will review the completed order form to assure its accuracy and subsequently create a line-by-line order acknowledgement form that lists out the refuse collection vehicle body and all custom options the Participating Agency selected when filling out the sales order form with their local New Way Distributor. The Participating Agency's refuse collection vehicle(s) are not cleared to begin production until New Way receives a signed order acknowledgement. This simple checks and balances process assures that Sourcewell Participating Agencies receive the exact refuse collection vehicle tailor made to their unique refuse collection needs.	*
39	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	New Way does accept the P-card procurement and payment process. There is a three (3) percent processing fee associated with all P-card purchases.	*

Table 7: Audit and Administrative Fee

Line Item	Question	Response *	
40	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	New Way will continue to independently track Sourcewell orders as part of our overall order process. Our sales staff will verify Participating Agency account numbers and compare them to the most updated Participating Agency list. New Way will then verify order pricing to ensure quoted prices do not exceed the current Sourcewell discount. We will review large orders to identify potential volume discounts and additional Participating Agency savings. New Way Trucks will continue to provide Sourcewell with quarterly contract sales reports along with the proper administrative fees for all reported refuse collection vehicle, parts, and FleetForce rental business.	*
41	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	New Way will continue to track the total number of units quoted, units sold, overall sales figures, and lead times. If awarded a Sourcewell Contract, we will begin to track parts sales and FleetForce rental activity.	*
42	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	New Way Trucks will provide Sourcewell with a Direct Sales Administrative Fee of two (2) percent. The fee will apply to all currently priced contract goods. Please note that the fee will not apply to non-contract priced goods such as freight, sourced goods, training, et cetera.	*

Table 8: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
43	Describe any relevant industry awards or recognition that your company has received in the past five years	New Way is incredibly active in the North American solid waste industry and has received awards by industry-specific organizations and local organizations alike. In the past five years we have been recognized by the National Waste & Recycling Association (NWRA), Solid Waste Association of North America (SWANA), and Environmental Research & Education Foundation (EREF) as well as a local development association and newspaper in northeast Mississippi. a. 2018: Waste360 40 under 40 recipient Johnathon McLaughlin, New Way Chief Manufacturing Officer b. 2019: NWRA Member of the Year Don Ross, New Way Chief Sales Officer for, “demonstrating extraordinary service to the mission and goals of the organization.” c. 2020: Prentiss County (Mississippi) Development Association’s Industry of the Year for, “contributions made to the economy of Prentiss County in the areas of employment, investment, and community support.” d. 2020: Prentiss County’s Best New Business, as voted on by Booneville Banner Independent readers e. 2020: Don Ross received the SWANA Collection & Transfer Technical Division Distinguished Individual Achievement Award for, “service to the technical division, support of SWANA’s mission to advance the practice of solid waste collection and transfer, and overall long-term service to the industry.” f. 2020: Don Ross elected to serve on the NWRA Board of Trustees g. 2021: New Way Chief Executive Officer Mike McLaughlin elected to serve on the EREF Board of Directors h. 2021-2022: Recognized as one of the Prentiss County Community’s 2021 Business Newsmakers in consecutive years i. 2022: Voted Prentiss County’s Best Place to Work by Booneville Banner Independent readers j. 2022: Mike McLaughlin awarded the NWRA Suppliers Distinguished Service Award for his, “consistent support of the association.” k. 2022: Don Ross elected Chairman of NWRA Board of Trustees l. 2023: Surpassed $750,000 in donations to EREF to advance scientific research and create educational pathways that enable innovation in sustainable waste management practices.	*
44	What percentage of your sales are to the governmental sector in the past three years	Though New Way Trucks serves both the private and public sectors of the solid waste industry, the majority of our customers are government entities. Over 63% of New Way Trucks sales were to the public sector in the past three years.	*
45	What percentage of your sales are to the education sector in the past three years	New Way sells fewer than three (3) percent of our refuse collection vehicles to the education sector, but New Way is proud to list an array of major educational institutions and school districts as customers. In the past three years we have sold our equipment to a list of universities that includes, but is not limited to: the University of Mississippi, The George Washington University, Iowa State University, the University of Georgia, the University of Illinois, the University of Missouri, the University of Washington, the University of Oregon, the University of South Carolina, the University of Texas, the University of Minnesota, the University of Illinois-Chicago, and the University of Wisconsin-Madison. New Way is proud to list the following school districts as customers the past three years: Atascadero (CA) Unified School District, Baltimore City Public Schools, Long Beach (CA) Unified School District, Plymouth (WI) School District, San Ramon Valley (CA) Unified School District, and West Seneca (NY) Central School District.	*
46	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	New Way Trucks currently holds a contract with the Houston-Galveston Area Cooperative. Sales via this cooperative account for fewer than one percent of annual total units sold.	*
47	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	New Way is listed as a manufacturer on GSA contract #47QMCA18D000E, held by one of our distributors, Maryland Industrial Trucks. Through this contract New Way equips National Parks and United States military bases around the globe with refuse collection equipment. Sales via this contract have accounted for fewer than one percent of annual total units sold.	*

Table 9: Top Five Government or Education Customers

Line Item 48. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Philadelphia	Government	Pennsylvania - PA	106 rear-load mobile refuse collection vehicle bodies for residential and commercial collection: 20 cubic yard New Way King Cobras, 8 cubic yard New Way Diamondbacks, 18 cubic yard New Way Cobras	Anywhere from three to eleven mobile refuse collection bodies per order, multiple times per year.	$6,707,874.07	*
City of Sacramento, Fleet Management	Government	California - CA	43 New Way Sidewinder automated-side-load West Coast lightweight mobile refuse collection vehicle bodies for residential collection, fueled by compressed natural gas: 29 cubic yard units. Four 25 cubic yard New Way King Cobra rear-load mobile refuse collection vehicle units for commercial collection. One 13 cubic yard New Way Cobra rear-load mobile refuse collection vehicle body for residential collection.	New Way built the City of Sacramento's Fleet Management department fourteen mobile refuse collection vehicle bodies in 2020, twenty-two bodies in 2021, and a dozen in 2022.	$5,328,418.67	*
Miami-Dade County	Government	Florida - FL	31 New Way Sidewinder automated-side-load mobile refuse collection vehicle bodies for residential collection: 31 cubic yard units. Nine (9) Cobra Magnum rear-load mobile refuse collection vehicle bodies for residential and commercial collection: 25 cubic yard units. Four New Way Cobra rear-load mobile refuse collection vehicle bodies for residential collection: 16 cubic yard units.	New Way built Miami-Dade County thirty-two mobile refuse collection vehicle bodies in 2021 and a dozen in 2022.	$4,483,038.69	*
City of Tampa	Government	Florida - FL	30 New Way Sidewinder automated-side-load mobile refuse collection bodies for residential collection: 31 cubic yard units.	New Way built the city of Tampa seven mobile refuse collection vehicle bodies in 2020, eleven bodies in 2021, and a dozen in 2022.	$4,356,101.35	*
Sacramento County	Government	California - CA	26 New Way Sidewinder automated-side-load mobile refuse collection vehicle bodies, fueled by compressed natural gas, for residential collection: 31 cubic yard West Coast lightweight units.	New Way built Sacramento County thirteen mobile refuse collection vehicle bodies in both 2021 and 2022.	$3,414,034.12	*

Table 10: References/Testimonials

Line Item 49. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Statesboro, Georgia	Ronnie Lane	912.764.0681	*
City of Lakeland, Florida	Gene Ginn	863.834.8773	*
City of Los Angeles Sanitation Department	Ron Cole	818.752.5703	*
City of Baltimore, Maryland	Nicholas C. Hirsch	410.396.5790	
City of Dallas, Texas	Vincent Olsen	214.671.9064	

Table 11: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
50	Sales force.	New Way employs ten (10) Regional Sales Managers (RSMs) that cover the entire North American continent. New Way RSMs are strategically located within their territories to provide immediate responses to customer inquiries. New Way is proud to state that we have one of the most robust refuse collection vehicle sales & sales support teams of any original equipment manufacturer in North America. Our RSMs are supported by a Chief Sales Officer, three sales technicians, a sales operations supervisor, a sales engineer, and two marketing specialists at our primary manufacturing facility in Scranton, Iowa.	*
51	Dealer network or other distribution methods.	New Way's Distributor Network is the cornerstone of our organization. Our expansive Distributor Network covers every state in the United States and all of Canada. Authorized New Way Distributors employ more than 150 knowledgeable sales and sales support staff in the United States & Canada that are dedicated to the New Way brand. These representatives are well trained in selling refuse collection vehicles though Sourcewell.	*
52	Service force.	Our Distributor Network is the first line of defense for any parts and service inquiries. Each of our distributors currently stock parts and have several service technicians immediately available to aid where needed. New Way boasts a wide-ranging distributor network that covers all the U.S. and Canada. Although they cover each region in the U.S. and Canada, these distributors are consistently adding new locations across their respective regions to decrease response time. The distributor network is regularly trained by New Way service technicians and the Service Manager on New Way's continuously improving refuse collection vehicles. Also, most distributors provide additional service programs with distributor-based service technicians available to help customers further reduce downtime. These distributors communicate extensively with New Way service, parts, engineers, and factory technicians. Beyond the distributor network, the New Way service manager as well as four field service technicians covering all the U.S. and Canada are always available to solve any issue by instantaneous phone or on-site support. Together, these service teams work together to provide a safe and efficient method of reducing downtime and providing support in a timely manner. The New Way Parts Department - centrally located in Carroll, Iowa, has sixteen (16) members split amongst a knowledgeable call center support staff, parts operations supervisor, outside sales & business development representative, and shipping and receiving personnel to handle any replacement parts needs for Participating Agencies in an efficient, professional, and timely manner. Two more parts staff are located at our main manufacturing facility in Scranton, Iowa. We can ship parts anywhere in the world thanks to our logistics partnerships. Lead times for uncommon parts are short given the Parts Department's proximity to New Way's main production plant in Scranton. New Way will open a parts depot at an existing New Way location in Booneville, Mississippi in the second half of 2023 to better serve distributors and customers in the eastern United States and Canada.	*

53	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	New Way's Sourcewell order procedure includes six simple steps. 1) A Participating Agency searches the New Way website or contacts a local New Way distributor for a refuse collection vehicle that meets their unique specifications. 2) The New Way Distributor develops a New Way Trucks Distributor quotation to the Participating Agency's specifications utilizing the Sourcewell Contract's discounted pricing and sends to the Participating Agency for approval. 3) The Participating Agency approves the quotation and issues a purchase order to the New Way Distributor, who subsequently submits an order to New Way. 4) The New Way Sales Operations department will enter the order into our enterprise resource planning software. The department will review the completed order form to assure its accuracy and subsequently create a line-by-line order acknowledgement form that lists out the refuse collection vehicle body and all custom options the Participating Agency selected when filling out the sales order form with their local New Way Distributor. Only then will the refuse collection vehicle(s) cleared to begin production. 5) Once complete, the refuse collection vehicle is shipped to the New Way Distributor for pre-delivery inspection (PDI), and a delivery appointment is coordinated with the Participating Agency. 6) The refuse collection vehicle is moved to the Participating Agency's location, where the New Way Distributor conducts operator training and the Participating Agency takes delivery of its New Way refuse collection vehicle.	*
54	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	New Way wields a first-class service department that is always available by call or text and instantaneously starts working toward a solution or troubleshooting steps to fix the problem at hand. Featuring a call center, this cross disciplinary team is led by a Service Manager, Inside Service Technician, administrative support team, and four Field Service Technicians all yielding years of experience in the refuse industry. With direct lines to mechanical engineers, hydraulics technicians, controls technicians, designers, and factory install technicians, most solutions are immediate. For more in-depth service needs, the field service technicians are available for on-site troubleshooting at the Participating Agency's location or through New Way's robust distributor network. In addition to the service team, New Way has a large parts department that is fully stocked with replacement and wear parts for all models. The parts division communicates regularly with all New Way manufacturing facilities to ensure that parts are shipped from the closest available New Way location to decrease shipping costs, time, and number of hours a refuse collection vehicle may be down.	*
55	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	New Way Trucks is proud to go to market across the entire United States through our well-respected distributor network. New Way's 34 domestic distributors are happy to serve Sourcewell Participating Entities in every state from 53 locations across the country. Our parts and service departments work with distributors to keep end-users' vehicles maintained and productive. With extended shipping hours and over $2 million in on-hand refuse collection vehicle parts inventory – including items with typically long lead times – the New Way Parts Department and will work to assure that Participating Entities have what they need to keep their refuse collection vehicles on route. Distributors from coast to coast also stock parts at their locations to best serve end-users and assure maximum uptime. Our parts depot at one of our facilities in Booneville, Mississippi will cut down on lead times for distributors and Participating Agencies east of the Mississippi River. As we outlined in item 12, New Way Trucks has added three manufacturing facilities during the current Sourcewell contract period. Our Diamondback and Mamba production facility began operating in Carroll, Iowa in 2020. Our Wolverine facility and The Arsenal opened in Booneville, Mississippi in 2020 and 2022, respectively. New Way remains committed to expanding our manufacturing capacity to cut down on lead times and meet the growing demand for our industry-leading line of refuse collection equipment.	*
56	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	New Way is well equipped to offer our entire product and parts lineup to Sourcewell Participating Entities across Canada thanks to our four (4) distributor partners at nine (9) locations throughout the country.	*
57	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	New Way has refuse collection vehicles operating in all 50 states and across Canada and is well-equipped to provide refuse equipment solutions to every state, province, and territory. In areas not covered by an authorized New Way Distributor, we partner with local service facilities to carry out warranty and repair work. There is nowhere that we will not service in the United States or Canada.	*

58	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	New Way Trucks and our distributor network are willing and able to serve all Participating Entity sectors thanks to our strong North American presence and robust distributor network. New Way is not restricted in promoting the Sourcewell contract.	*
59	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no restrictions in Alaska, Hawaii, or any U.S. Territories. New Way refuse collection vehicles are currently service in Alaska, Hawaii, and many U.S. Territories. We have distributors located in Hawaii and Puerto Rico. There is even a New Way refuse collection vehicle operating on Kwajalein Atoll, Marshall Islands – one of the most remote island chains on earth! Though we do not currently have a distributor that covers Alaska, a New Way Regional Sales Manager sells directly into the state, and we partner with local service facilities to carry out warranty and repair work.	*

Table 12: Marketing Plan

Line Item	Question	Response *	
60	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Sourcewell has long been and will continue to be a key feature in New Way Trucks sales and marketing efforts. New Way dedicates a homepage slider that links to a page on our website dedicated to our partnership with Sourcewell (newwaytrucks.com/sourcewell). For the past nine years, we have included the NJPA /Sourcewell contract information in all product literature and print ads, various distributor communications and newsletters, and at all events and conferences. New Way has also partnered with Sourcewell to present the benefits of being a Sourcewell Participating Agency at 2018's New Way Distributor Summit event, and would have done so again at our first summit in five years in late September had it not fallen during this proposal's no-contact period. Additionally, New Way will continue to participate in nationwide Sourcewell training events. New Way Trucks is also prepared to co-sponsor local, regional, and nationwide trade shows with our Distributor Network – which all focus on our products and partnership with Sourcewell. Please review samples of our numerous co-branding efforts with Sourcewell in the document upload section.	*
61	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	New Way Trucks communicates regularly with our Distributor Network via e-newsletter, where we can track opens, clicks, and confirm which of our distributors has acknowledged the important sales, product, manufacturing, and parts information we share. A password-protected distributor portal is the go-to resource for product specifications, company news, marketing collateral, technical publications, department-by-department contact information, and Sourcewell discounted pricing and contract information. The distributor portal alone receives over 2,000 page views per month, while the public facing New Way site averages over 17,500 monthly pageviews. New Way Trucks is also an industry leader in social media strategy & digital media execution. Our official accounts have organically amassed over 5,300 followers on Facebook, 1,695 Instagram followers, 675 twitter followers, 490 YouTube subscribers, and 2,125 LinkedIn followers. Our on-premise Research & Development Departments are constantly striving to make data-driven decisions to improve the refuse collection bodies we manufacture. In turn, we market these product updates through both traditional and digital means to distributors and the public alike. New Way gets much more actionable refuse collection vehicle body and parts sales data since implementing a new enterprise resource planning (ERP) system in November 2019. Accordingly, we can more accurately forecast and communicate shifting production priorities, product improvements, and new product launches. The New Way Parts Department uses historical parts sales data to develop blanket ordering plans for distributors' parts stocking programs on a location-by-location basis. This insight is invaluable for distributors when refuse collection equipment and parts solutions with Participating Agencies.	*

62	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	A Sourcewell-awarded contract represents a long-term partnership between well-respected organizations. This partnership is made stronger by the participation of its Participating Agencies and engagement of its Awarded Suppliers and Sourcewell represents the conduit between these entities. For the contract to be successful, both parties should help promote its value. An Awarded Supplier such as New Way needs Sourcewell to connect us to its Participating Agencies while simultaneously promoting the competitive nature of the procurement tool, the high-quality, industry leading Awarded Suppliers it selects, and the ease of use of its program. At the same time, an Awarded Supplier such as New Way, with its large North American footprint, vast distributor network, and industry-leading municipal customer base, should showcase its Sourcewell-awarded contract as the cornerstone of its municipal sales program. No other competitively procured agreement has the reach, ease of use, and cost savings of a Sourcewell-awarded contract, and New Way's team will promote and demonstrate that value through all our sales and marketing channels, as we do today. New Way Trucks highly values Sourcewell's continued participation in our regular Distributor Summits and training programs that bring together and support Participating Agencies and Awarded Suppliers. Sourcewell is already a large part of the sales process at New Way Trucks. New Way trains distributors quarterly on how to sell refuse collection vehicles most effectively via Sourcewell. New Way distributors regularly attend Sourcewell-provided regional trainings. In this past year alone 75 New Way and New Way distributor employees attended virtual or in-person Sourcewell trainings. We prominently place the Sourcewell logo and awarded contract number on product literature, marketing collateral, eNewsletters, and our website. Our New Way Distributors are well-versed in doing business within the confines of the Sourcewell Contract. New Way will continue to exhibit our partnership with Sourcewell at local, regional, and national training events and tradeshows. Sourcewell will remain a key fixture in New Way's sales process.	*
63	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Since 90 percent of our refuse collection vehicles are specially customized for our customers, we do not currently offer an e-procurement ordering process. The New Way Parts Department is currently developing an e-commerce parts platform.	*

Table 13: Value-Added Attributes

Line Item	Question	Response *	
64	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	New Way offers multiple opportunities for service and product training throughout the year involving members of the service, sales, product management, or engineering teams. Service personnel host events at each New Way factory located in Iowa and Mississippi as well as at customer and distributor locations. These events also offer specialized tooling that is available to boost efficiency in repair and provide hands- on training to aid in preventive maintenance. Distributor Summits provide key information based around new product development, service support, warranty support, and upcoming engineering changes. A demonstrator fleet of new products is always available for demonstrator operation to assist in giving the customer a full understanding of the capability of each product and helping as a live training aid to gain hands-on experience. After delivery, New Way Trucks and our distributors visit and provide support at the Participating Agency's location, train operators on the product, and support the product throughout its life cycle. Select in-classroom sessions are available to distributors and Participating Agencies on demand in the weeks after training sessions.	*

65	Explain key designs or processes your company takes to provide and promote safe operation of your equipment.	New Way's robust engineering departments continuously improve operator safety and efficiency. New Way refuse collection vehicles feature a comprehensive amount of safety features such as interlocks, shutdowns, guarding, signage, detailed manuals, and recommended personal protective equipment when necessary. Current refuse collection vehicle offerings are the result of a Sustaining Engineering Department comprised of years of manufacturing and refuse collection equipment knowledge that ensures steady changes based on operator feedback. An extensive team of technicians also operate 100% of New Way refuse collection vehicles before factory completion to verify safe, ergonomic, and efficient operating conditions. For upcoming refuse collection vehicle offerings and improvements, a New Product Development Team repeatedly looks for cutting edge equipment that improves the safety, reliability, and efficiency of the unit by regularly interfacing with distributors, refuse collection equipment operators (garbage women and men), and suppliers. New Way's Research and Development Team also proves any new equipment by carrying out in-house testing procedures that expand upon testing based on industry standards - such as ANSI (American National Standards Institute). New Way carries out the latest testing methods and technology from ANSI by having representation on their committees and assisting in the establishment of new safety protocols for our industry.
66	Describe how the equipment you propose simplifies the operation for end-users.	Durability and longevity are consistent throughout all New Way refuse collection vehicle lines, and the key to maintaining these qualities is New Way's ability to produce a product that meets the needs of each individual end-user. Customization is the foundation that New Way was built upon, and each refuse collection vehicle is designed with the operator or end-user's specific needs in mind. New Way's comprehensive engineering and sales staff are experienced in meeting the unique requirements of any end-user and provide a route-ready vehicle that fits the operator's needs. Participating Agencies can choose from the industry's widest refuse collection vehicle lineup to get just what their operation requires. According to research from the American Trucking Associations, half of all commercial driver's license (CDL) operators will likely retire in the next decade. New Way continues to proactively innovate to meet the industry's shifting needs. Our rear- and side-load under-CDL refuse collection vehicles make finding and training new drivers easier. For the last 20 years, the solid waste industry focused on improving productivity. That effort translated to larger and fewer collection routes, larger trucks, and fleet-rightsizing. Given the current CDL driver shortage, however, one shoe does not fit all markets. Hauling operators are now seeing those trends begin to reverse. There is a willingness to expand fleets with smaller collection vehicles with hopes of expanding the labor pool and drawing candidates from groups not traditionally targeted by the nation's waste haulers. New drivers can focus on safety, customer service, and a manageable route footprint in a smaller vehicle before eventually graduating to a full-size refuse collection vehicle – bringing those skills to a larger (yet still familiar) vehicle. New Way's under-CDL capable Viper and Diamondback rear-end loaders (RELs) have been available for many years. More maneuverable than their larger counterparts, they also meet height restrictions in older municipalities. Not only are these perfect vehicles for training non-CDL operators, but they are also ideal for small-volume residential routes, valet-type collection, high-density areas, resorts, and park routes. These small REL models are adaptable to residential cart-tippers, have a low load-sill threshold, operate quietly, and the Diamondback even comes available in high-compaction models. The New Way Mamba under-CDL satellite side-loader has also been available for years. With its slender body construction, the Mamba squeezes into places its larger, wider counterparts cannot and provides the freedom to load from either side. The Mamba can also transfer compacted waste into larger rear-end-loaders (RELs). The Mamba features cart tipper and barrel dumper options, providing haulers the ability to customize their truck to meet their collection needs. New Way introduced the Wolverine in 2022 as an under-CDL automated side loader with all the safety features and many characteristics of the Sidewinder XTR and ROTO PAC automated side loaders. Multiple body sizes, customization options, and manual configurations are available while the refuse collection vehicle maintains a competitive compaction rate to fit the needs of any Participating Agency's hauling operation. New Way also proudly provides more customizable options than any other mobile refuse collection vehicle manufacturer in the United States and Canada. Ninety percent of the refuse collection vehicles that we manufacture are customized in one way or another. No additional modifications are necessary once a Sourcewell Participating Agency receives their New Way refuse collection vehicle.

67	Describe any safety innovations on your equipment that are either exclusive or that you have introduced into the marketplace.	New Way is represented on all ANSI committees and assists in establishing new safety protocols for the refuse industry. The American National Standards Institute (ANSI) is the governing body for refuse equipment specifications and requirements in North America and is administered by the National Waste and Recycling Association (NWRA). New Way bodies are easily identified as ANSI compliant by our literature or serial tags. As industry leaders, we help shape the safety innovations of the future. Carrying over from over twenty years ago where New Way was one of the first manufacturers to make rear-vision cameras standard on our refuse collection vehicles, we are continuing to innovate by offering collision avoidance systems, scale systems, customizable camera locations, and rear-view radar systems. All these systems integrate into the chassis and body to provide a route ready truck that gives a high safety value to the Participating Agency. Although New Way is a body manufacturer, chassis integration is a critical part of each product and the ability of the refuse collection vehicle to operate safely and efficiently. We continuously work with chassis manufacturers to add safety features and efficiency to each product through feedback from operators and distributors. Even simple changes such as camera placement, monitor placement, harness routing, and controls adaptation can help to provide a safer refuse collection vehicle by keeping the operator and service technicians safe. As stated, a route ready truck that is utilized as a single refuse collection system is what New Way strives to offer to each Participating Agency. As a family-owned company, we see value in the relationships that are built from the chassis integration all the way to the Participating Agency to promote a safe product. Chassis manufacturers are commonly offering New Way specifications that allows a pre-engineered chassis to be used that requires little to no integration and minimal body mounting effort to make the complete refuse collection vehicle as seamless as possible. This process reduces the complexity of wiring and routing, reduces weight, mitigates electronic mishaps, and makes routine maintenance easier, faster, and cheaper for the Participating Agency. With seamless integration, operating the refuse collection vehicle is more ergonomic, thus increasing operator productivity and decreasing operator fatigue. All these features combine to make an operator's job more efficient and comfortable, which results in high driver retention rates. High retention coupled with the exhaustive safety features New Way and chassis manufacturers proudly offer makes it easier for refuse collection operations to build an experienced operator base that is fully committed to safely operating its refuse collection vehicle fleet.	
68	Describe any technological advances that your proposed products or services offer.	New Way has long spurred innovation in the refuse industry and continues this throughout all products. From the toughest sideloading arm in the industry, the first auger-driven refuse collection vehicle, and multiple under-CDL offerings that apply to both side-loading and rear-load customers, New Way is leading the way in technologically advanced product offerings. To continue these advances, the New Way product team, comprised of over 35 engineers and technicians, has undergone a complete restructure to include New Product Development Engineering, Sustaining Engineering, and Product Management teams that come together to both increase the productivity of the current product offerings and provide innovative new product offerings. A few notable examples of innovative craftsmanship in New Way include the following: The New Way Wolverine is an under-CDL automated-side-loader that provides full eject capabilities as well as compaction rates that match many trucks twice its size. This new product is available in 3 body sizes, is capable of 8ft arm reach, and has cycle times that rival large, automated collection vehicles. This refuse collection vehicle simplifies operations by allowing an under-CDL operator to safely gain experience in automated collection while providing enough maneuverability to comfortably navigate subdivisions, cul-de-sacs, and busy city streets. The New Way ROTO PAC was introduced as the first auger-driven organics collection vehicle in North America. The ROTO PAC excels in compacting organic waste as well as mixed solid waste and provides a compaction rate unmatched by any type of mobile refuse vehicle in the industry. The ROTO PAC provides 23,000 pounds of torque in a screw-type auger that extends into the compactor body to consistently contribute toward the industry leading compaction rates. New Way is also regularly examining the trends in refuse collection and clean environmental impact. Accordingly, New Way works with chassis manufacturers to provide alternatively fueled refuse collection vehicles and ensures that collection ability is not negatively impacted while promoting a clean environment. New Way has delivered hundreds of alternatively fueled vehicles including more battery-electric vehicles than any other refuse collection body manufacturer across multiple product lines.	*

69	Describe any “green” initiatives or Environmental, Social, and Governance (ESG) that relate to your company or to your products or services, and include a list of the certifying agency for each.	New Way participates in the following environmentally friendly initiatives at our manufacturing facilities. Every employee is provided a reusable water bottle to cut down on plastic use at each of our locations. We monitor stormwater on an annual basis. We also participate in a filter program with local landfills to ensure that we carry permits for proper disposal. In addition, we contract with Safety Kleen to dispose of paint waste in an environmentally responsible manner. Finally, we test the air quality in our manufacturing facilities and offices twice per year, once in the summer and once in the winter. During this process, we analyze all areas of production to collect several readings to assure that our employees are breathing clean air.	*
70	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	The industry’s shift to alternative fuels continues, and New Way is proud to drive the industry towards environmentally sustainable refuse collection vehicles for more end-users. New Way is further along in battery-electric vehicle (BEV) refuse applications than any other body manufacturer. New Way BEV refuse collection vehicles are working and on route every day. New Way is also developing a fully electric refuse collection body and has partnered on a hydrogen-powered refuse collection vehicle project. New Way has alternative fuel chassis integration projects underway with every major chassis manufacturer that operates in North America. These partnerships focus on developing software enhancements, operator assists, and pack system efficiencies to help maximize battery life and make collection operations more intuitive for BEV applications. Several New Way BEV refuse collection vehicles are on order for end-users across the nation. Additionally, a significant portion of all New Way refuse trucks are built to run on compressed natural gas (CNG). Operations of all sizes have made long-term commitments to convert their entire fleets to either BEV or CNG trucks. New Way is well-equipped to help meet the sustainability goals which these refuse collection operations have implemented. New Way is a certified installer for all leading providers of CNG fuel systems including Hexagon Agility and Momentum Fuel Technologies. There are numerous options for mounting CNG fuel systems. These include back-of-cab mounts, tailgate mounts, frame rail/side mounts, roof mounts, and custom hybrid designs to accommodate unique customer challenges. New Way engineers carefully analyze each chassis and situation to determine the ideal placement for each CNG fuel system. Ordering a BEV or CNG refuse truck from New Way assures you’ll be driving the greatest value in BEV and CNG refuse collection. CNG systems are currently available on most New Way models, and we continue to work with leading fuel system providers to optimize design integrations. As a leader and steward of innovation in refuse truck body manufacturing, it is up to us to forge a new way forward that includes an emphasis on sustainability. We have played a major role in affecting positive, sustainable change for our customers and the public they serve on their routes.	*
71	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	New Way is a family-owned company and, as a result, is not eligible for these certifications. That said, two of our co-owners are women and New Way can be considered a Women Owned Business. New Way also supports the National Waste & Recycling Association Women’s Council through active engagement and generous contributions to the association. We are proud to have representation on the NWRA Women’s Council, and we are honored to employ several active-duty U.S. military members and veterans.	*

72	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	New Way provides an endless amount of customization for all product lines and offers the widest lineup of front-, rear-, and side-load refuse collection vehicles available. The customer comes first at New Way, and each truck is hand crafted to provide a safe and enjoyable experience for the operator and a fleet's service technicians. Ninety percent of our refuse vehicles are customized by the end-user, and we are proudly still able to accommodate these customizations while being the largest private refuse collection vehicle body manufacturer in North America. The attentional to detail provided by New Way, the preventive maintenance ability within each product, and the customization provide a complete immersive experience for Sourcewell Participating Agencies. All trucks that are built by New Way are thoroughly checked for efficiency, ergonomics, and safety before delivery so that the vehicle is route ready. Being privately held means we can implement changes more efficiently than our public company competitors, but we are also large enough to scale production and human capital to meet the ever-growing demand for our industry-leading product line of refuse collection vehicles. The successful launch of three new manufacturing facilities since submitting the previous Sourcewell proposal illustrates this. Other key differentiators include: New Way's after-sales support and distributor network who provides an unmatched service standard, New Way's frame mounted sideloading arm differentiates us from our competitors and allows us to have easy access for service, safer serviceability, and a smooth operation. The reduced cab shake and smooth operation results in less driver fatigue and a more ergonomic operation. New Way's commonization of SSAB Hardox abrasion resistant steel has made us the largest buyer of Hardox in North America, which speaks to our unmatched product quality. New Way also provides the only direct-from manufacturer refuse collection vehicle rental program in the industry: FleetForce.	*

Table 14: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	

73	Do your warranties cover all products, parts, and labor?	New Way manufactured replacement parts, components, and assemblies are sold under a Limited Warranty to be free from defects in workmanship or material for a period of twelve (12) months. This is a part replacement only warranty and the item must be returned to the New Way Distributor for exchange. The labor and shipping cost to replace the parts shall be the responsibility of the customer. There is no warranty on expendable items, wear components, or used parts. Extended warranties are available on all of our current bodies and turnkey chassis. More information about extended warranties can be found on our price sheets and via the chassis' Original Equipment Manufacturer (OEM). Sourcewell Participating Agencies will register their New Way warranty cards. This process is handled via an easy online form that a Participating Agency's local New Way Distributor can fill out. Parts only warranty (see section III.d of attached warranty statement) will apply for distributor or customer installed accessories that have been purchased through Scranton Manufacturing Company, provided part failure was not due to improper installation, use, or neglect. Damage caused by incorrectly installed field accessories may void portions or all of the unit's warranty. When a warranty service is requested, the distributor shall: Verify warranty eligibility of the machine to be serviced per previous sections Diagnose the problem to determine that the service is warrantable Ensure that the parts necessary to perform the repair are available Provide the necessary repair services Complete and submit the Warranty Request Form For more on the Warranty Request Form, see sections V.b and V.c of the attached warranty statement.	*
74	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	New Way's warranty shall not apply to equipment that has been subject to misuse, negligence, or accident, or which has been repaired or altered without New Way's prior knowledge or consent. New Way will not be responsible for warranty repairs made in the field by personnel other than from New Way or an authorized New Way agent unless previously authorized by New Way. New Way Trucks are designed to operate only with the OEM products used by New Way. This limited warranty will be void if the New Way products are modified other than as done at New Way's factory or at a New Way authorized distributor unless authorized by New Way. Use of parts and assemblies from another manufacturer as substitutes for OEM products will also void the limited warranty. There will be no warranty on used parts.	*
75	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Travel time and mileage are not subject to warranty labor reimbursement.	*
76	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We have warranty service coverage in all areas covered under the Sourcewell contract. Service requests will be covered by the local authorized distributor or their designated service center(s).	*

77	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	In the case where a chassis is provided, New Way's warranty covers the vehicle's body only. The original equipment manufacturer (OEM) is responsible for covering the warranty for a chassis. New Way's warranty statement does not cover other manufacturers' goods. New Way warrants the packer body assembly for a standard base period of one (1) year from date of delivery (see section III.a of attached warranty statement). This limited warranty applies to body components as defined below to be free from proven defects in material and workmanship. Wear parts (pins, bushings, chain assemblies, door and gate seals, wear pads, etc.), and normal wear and tear are excluded. Labor repair costs may also be covered, (see section IV.g of attached warranty statement). The body assembly is defined as the following: Arms (front loaders and side loaders) Packer or Eject Panel Tailgate Electrical components Factory installed aftermarket parts (see section IV.a of attached warranty statement) Hydraulic components not including cylinders (see section IV.d of attached warranty statement) Paint Base Hydraulic Cylinder Warranty New Way warrants all hydraulic cylinders for a standard base period of two (2) years. This limited warranty applies to cylinder defects in material and/or workmanship only. See section IV.c of attached warranty statement for details. During the first year, replacement labor (see section IV.g of attached warranty statement) and shipping cost to the authorized distributor are covered. At the start of the second year, replacement labor and shipping costs are not covered by New Way. Optional three (3) or five (5) year extended warranties for hydraulic cylinders are available.	*
78	What are your proposed exchange and return programs and policies?	In the case of catastrophic failure of one of our bodies that is deemed to be the fault of our manufacturing process, New Way would offer a replacement at our expense. Parts may be returned by following the procedure outlined in section VI.a of the attached warranty statement.	*
79	Describe any service contract options for the items included in your proposal.	Service contracts are not available at this time, however optional extended warranties are available at the time of order.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 80. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding

to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - NWT Sourcewell RFP 110223 Pricing Documents.zip - Monday October 30, 2023 10:50:13
- Financial Strength and Stability - NWT Financial Strength & Stability SW 110223.zip - Friday October 27, 2023 11:54:23
- Marketing Plan/Samples - NWT Sourcewell 110223 Marketing Plan & Samples.pdf - Friday October 27, 2023 11:58:26
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - 128126 NWT Standard Warranty Policy.pdf - Friday October 27, 2023 12:01:27
- Standard Transaction Document Samples - NWT Standard Transaction Document Samples SW 110223.zip - Friday October 27, 2023 11:59:32
- Requested Exceptions (optional)
- Upload Additional Document - NWT SW RFP 110223 Letter of Transmittal & Additional Document Upload.zip - Tuesday October 31, 2023 14:23:43

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Sam Norland, Marketing Supervisor, New Way Trucks

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
There have not been any addenda issued for this bid.		

Scranton Manufacturing #110223-NWY

Pricing for contract #110223-NWY offers Sourcewell participating agencies the following discounts:

- 4% discount off retail/list price on all mobile refuse collection vehicle models and parts
- In addition, the New Way Distributor Network will offer a 1% - 5% discount on all Sourcewell orders, resulting in a total discount of 5% - 9% off MSRP
- Volume discounts may be considered on a case-by-case basis