

**Coral Springs
Improvement District**

Agenda

September 19, 2016



Coral Springs Improvement District

September 13, 2016

Board of Supervisors
Coral Springs Improvement District

Dear Board Members:

The regular meeting of the Board of Supervisors of the Coral Springs Improvement District will be held on September 19, 2016 at 4:00 p.m. at the District Offices, 10300 NW 11th Manor, Coral Springs, Florida. Following is the advance agenda for the meeting.

1. Roll Call
2. Approval of the Minutes of the August 15, 2016 Meeting
3. Audience Comments
4. Public Hearing to Adopt the Water and Sewer Budget, Resolution 2016-10
5. Presentation on the Wastewater Treatment Plant Blower Study (Work Authorization #109) – David Schuman
6. Consideration of Use Agreement with Metro Equipment Service, Inc. for Equipment Storage
7. Consideration of Consulting Services from Analitica Consulting Group, LLC
8. Consideration of FTC Proposal for GIS Training and Support Services, Piggybacking Off of Town of Jupiter Island Contract
9. Consideration of Sodium Hypochlorite Purchase from Allied Universal Corporation, Piggybacking Off of City of Stuart Contract
10. Award of Bid for Aquatic Weed Control Chemicals
11. Consideration of Agreement with Rostan for Debris Monitoring Services Piggybacking Off the City of Coral Springs Contract
12. Consideration of Truck Purchase for Drainage Department Piggybacking Off of State of Florida Contract
13. Discussion and Consideration of Dock Policy (Separate Cover)
14. Staff Reports
 - A. Manager – Ken Cassel
 - Meeting Schedule for Fiscal Year 2017 (Tabled Item)
 - B. Engineer – Troy Lyn (Report Included)
 - C. Department Reports
 - Operations – Dan Daly
 - Utility Billing Work Orders
 - Utilities Update (David McIntosh)
 - Water – Joe Stephens (Report Included)



Coral Springs Improvement District

- Wastewater – Tim Martin (Report Included)
- Stormwater – Shawn Frankenhauser (Report Included)
- Field – Curt Dwiggins (Report Included)
- Human Resources – Jan Zilmer
- Motion to Accept Department Reports

D. Attorney

15. Approval of Financial Statements for August 2016
16. Supervisors’ Requests
17. Adjournment

Any supporting documents not included in the agenda package will be distributed at the meeting. If you have any questions prior to the meeting, please contact me.

Sincerely,

Kenneth Cassel

Kenneth Cassel/sd
District Manager

- | | | | |
|-----|---------------------|-----------------|----------------|
| cc: | Stephen Bloom | Randy Frederick | Kay Holmes |
| | William Capko | Troy Lyn | Beverley Servé |
| | Dan Daly | John McKune | Joe Stephens |
| | David McIntosh | Diane Rottner | Jan Zilmer |
| | Shawn Frankenhauser | Tim Martin | Curt Dwiggins |

MINUTES

**MINUTES OF MEETING
CORAL SPRINGS IMPROVEMENT DISTRICT**

A regular meeting of the Board of Supervisors of the Coral Springs Improvement District was held on Monday, August 15, 2016 at 4:00 p.m. at the District Office, 10300 NW 11th Manor, Coral Springs, Florida.

Present and constituting a quorum were:

Martin Shank	President (Via Telephone)
Duane Holland	Vice President
Nick St. Cavish	Secretary

Also present were:

Kenneth Cassel	District Manager
William Capko	District Counsel
Dan Daly	Director of Operations
Troy Lyn	District Engineer
David McIntosh	Director of Utilities
Kay Homes	District Accountant
Jan Zilmer	Human Resources
Joe Stephens	Water Department
Tim Martin	Wastewater Department
Shawn Frankenhauser	Drainage Department
Rick Olson	Globaltech

The following is a summary of the minutes and actions taken during the August 15, 2016 CSID Board of Supervisors Meeting.

FIRST ORDER OF BUSINESS

Roll Call

Mr. Cassel called the meeting to order and called the roll.

SECOND ORDER OF BUSINESS

Approval of the Minutes of the July 18, 2016 Meeting

Each Board member received a copy of the minutes of the July 18, 2016 meeting and Mr. Holland requested any corrections, additions or deletions.

One correction was made and will be incorporated into the final copy of the minutes.

On MOTION by Mr. St. Cavish seconded by Mr. Holland with all in favor the minutes of the July 18, 2016 meeting were approved as amended.

THIRD ORDER OF BUSINESS

Audience Comments

There being no comments, the next item followed.

FOURTH ORDER OF BUSINESS

Consideration of Ford F250 Truck Purchase Piggybacking Off of the Florida Sheriff's Association

Mr. McIntosh stated the price of the truck is \$28,788 and will be for the Field Department. The current truck is very old and has over 100,000 miles.

Mr. St. Cavish questioned why they need cruise control. Mr. Cassel indicated it may be standard; however, it is itemized on the proposal. They can look into whether the cruise control option can be removed.

On MOTION by Mr. Shank seconded by Mr. St. Cavish with all in favor piggybacking off of the Florida Sheriff's Association bid and purchasing a truck at a total cost of \$28,788 was approved.

FIFTH ORDER OF BUSINESS

Consideration of Membrane Cleaning Chemical C-234 Piggybacking Off of Palm Beach County

Mr. Stephens reviewed the purchase of membrane cleaning chemical C-234, piggybacking off of Palm Beach County. This contract is good through December of 2016. The County will then go out for bids again. The total cost is \$23,800.

On MOTION by Mr. Shank seconded by Mr. St. Cavish with all in favor the purchase of membrane cleaning chemical C-234 from American Water Chemicals, Inc., piggybacking off of the Palm Beach County contract, was approved.

SIXTH ORDER OF BUSINESS

Consideration of Purchase of Chlorine Pumps Piggybacking Off of Hillsborough County

Mr. Martin reviewed the piggyback to purchase hypochlorite pumps to replace the current system at the wastewater plant, which is problematic and requires a lot of maintenance. The total cost is \$7,677.

Mr. Shank asked if the cost includes engineering. Mr. McIntosh responded the work will be done in-house and will not require engineering.

On MOTION by Mr. St. Cavish seconded by Mr. Shank with all in favor the purchase of hypochlorite pumps from Carl Eric Johnson, Inc. at a cost of \$7,677, piggybacking off of Hillsborough County, was approved.

SEVENTH ORDER OF BUSINESS **Consideration of Work Authorizations**

A. Work Authorization #118 for Margate Interconnect at a Total Cost of \$480,456

i. Motion to Authorize the President to Execute Interlocal Agreement with the City of Margate Subject to Final Legal Review

The following was discussed:

- Mr. Lyn stated the City of Margate is favorable to entering into an Interlocal Agreement with the District.
- Mr. McIntosh stated the Interlocal Agreement will go before the City of Margate’s Commission at their August 24, 2016 meeting.
- The total cost of the project is \$480,456 and the City of Margate will pay approximately \$220,000 of that amount.

On MOTION by Mr. Shank seconded by Mr. St. Cavish with all in favor Work Authorization #118 was approved and the President was authorized to execute the Interlocal Agreement with the City of Margate subject to final legal review.

B. Work Authorization #119 for high Service Pump #5 Building Concrete Slab Repair for a Total Cost of \$6,945

Mr. Stephens and Mr. Lyn reviewed the work associated with Work Authorization #119.

On MOTION by Mr. St. Cavish seconded by Mr. Shank with all in favor Work Authorization #119 at a total cost of \$6,945 was approved.

C. Amendment #1 to Work Authorization #116 for Canal Bank Site #9 for a Decrease of \$23,264.37

There being no questions or comments,

On MOTION by Mr. St. Cavish seconded by Mr. Shank with all in favor Amendment #1 to Work Authorization #116 at a total decrease of \$23,264.37 was approved.

EIGHTH ORDER OF BUSINESS**Staff Reports****A. Manager – Ken Cassel**

- **Meeting Schedule for Fiscal Year 2017**

There was brief discussion regarding the November date on the proposed meeting schedule. This item was tabled until the September meeting.

B. Engineer – Troy Lyn (Report Included)

Mr. Lyn reviewed the project status report, a copy of which is attached hereto and made a part of the public record.

Mr. Olson provided the Board with a presentation of aerial photographs of the canal bank restoration project at Sites 1A and 9.

C. Department Reports

- **Operations – Dan Daly**

- **Utility Billing Work Orders**

The above item is for informational purposes only. Mr. Daly also reported the following:

- A letter was sent out to residents within the District having an irrigation meter directly connected to their irrigation system, notifying the City Ordinance requires them to have a pressure vacuum breaker backflow device. The City Ordinance further requires them to get a calibrator every year certified by a licensed plumber.
- A \$1,400 check was received by the District's workers' compensation carrier for keeping losses down and managing any workers' compensation issues.

- **Utilities Update (David McIntosh)**

Mr. McIntosh reported the following:

- He continues to work with FPL on ways to reduce the use of electricity at the water plant. There are potential savings of \$38,000 a year at the water plant by changing the way it is operated. Changes have already been made in the operation of the wastewater plant.
- Remediation of the diesel spill is ongoing. The final samples were taken. One section is exceeding the limits. An area of five feet by ten feet will be excavated down by two feet and will be replaced with clean soil.

- **Field – Curt Dwiggin (Report Included)**

A copy of the report was included in the agenda and is attached hereto as part of the public record.

- **Water – Joe Stephens (Report Included)**

A copy of the report was included in the agenda package and is attached hereto as part of the public record.

- **Stormwater – Shawn Frankenhauser (Report Included)**

A copy of the report was included in the agenda package and is attached hereto as part of the public record.

NINTH ORDER OF BUSINESS

Approval of Financial Statements for July 2016

Ms. Holmes reviewed the financial statements.

On MOTION Mr. St. Cavish seconded by Mr. Shank with all in favor the financials were approved.

EIGHTH ORDER OF BUSINESS

Staff Reports (Continued)

C. Department Reports (Continued)

- **Human Resources – Jan Zilmer**

Mr. Zilmer reported three employees from the Field Department achieved greater licenses. Two new employees will begin on August 17, 2016. All evaluations are due August 24, 2016 for first review.

- **Wastewater – Tim Martin (Report Included)**

A copy of the report was included in the agenda package and is attached hereto as part of the public record.

- **Motion to Accept Department Reports**

No action was taken.

D. Attorney

Mr. Capko requested direction from the Board regarding the dock policy. The following was discussed:

- If existing docks are grandfathered in, encroachment removal agreements are recommended and docks should be required to be kept in good condition.
- If new docks are permitted, a formal permit approval process is recommended along with encroachment removal agreements.

August 15, 2016

Coral Springs Improvement District

- In the event the policy does not allow for new docks and one is built, filing a notice of violation requiring removal of the dock within a certain period is recommended. If it is not removed, the District removes it and assesses the owner double the cost incurred by the District.
- Mr. Holland agreed with grandfathering in existing docks based on the conditions outlined, but not allowing new docks. Mr. St. Cavish agreed.
- A public hearing will be required to adopt the dock policy.
- It was suggested that staff assess how many docks are causing issues.
- Mr. Shank feels new docks should be allowed with a permit process to be approved on a case-by-case basis.
- District Counsel was directed to draft a policy.

TENTH ORDER OF BUSINESS

Supervisors' Request

Mr. Shank thanked the Department Managers for finding bids to piggyback off of.

ELEVENTH ORDER OF BUSINESS

Adjournment

There being no further business,

On MOTION by Mr. St. Cavish seconded by Mr. Shank with all in favor the meeting was adjourned.

Kenneth Cassel
Assistant Secretary

Martin Shank
President

Fourth Order of Business

RESOLUTION 2016-10

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE CORAL SPRINGS IMPROVEMENT DISTRICT ADOPTING THE WATER AND SEWER BUDGET FOR FISCAL YEAR 2017

WHEREAS, Chapter 2004-469, Laws of Florida, recodifying Chapters 70-617 and 89-419, Laws of Florida, authorizes the Coral Springs Improvement District (“District”) to construct, maintain, and operate a water treatment and wastewater treatment and collection system to serve the residents of the Coral Springs Improvement District; and

WHEREAS, pursuant to said authority, the District has constructed a water and wastewater facility from the proceeds of a General Obligation, Water and Sewer Revenue Bond Issue; and

WHEREAS, pursuant to the requirements of the Bond Resolution for said issue, the Board of Supervisors caused a budget to be prepared for the operation and maintenance of said system for Fiscal Year 2017, which by reference is made a part hereof; and

WHEREAS, notice of public hearing concerning the proposed budget was duly published as required by law; and

WHEREAS, the District Board of Supervisors (“Board”) has conducted said public hearing in accordance with applicable law.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE CORAL SPRINGS IMPROVEMENT DISTRICT, THAT:

Section 1. The recitals above are true and correct and are hereby made a part of this Resolution.

Section 2. The District Water and Sewer System Operating and Maintenance Budget (“Budget”), showing expected revenues of \$_____ ; debt service requirement of \$_____ ; expected operation and maintenance expenses of \$_____ ; such that said Budget shows a surplus of \$_____ prior to subordinate lien debt expense of \$_____ ; and the operation and maintenance thereof can continue through Fiscal Year 2017; said Budget is hereby adopted and certified by the Board of Supervisors of the Coral Springs Improvement District.

Section 3. A verified copy of the Budget shall be attached to this Resolution as Exhibit A and shall be included as part of the District’s “Official Record of Proceedings.”

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED by the Board of Supervisors of the Coral Springs Improvement District, this 19th day of September, 2016.

Kenneth Cassel
Assistant Secretary

Martin Shank
President

Exhibit A

FY 2017 Water and Sewer Budget

Coral Springs Improvement District

Water and Sewer Enterprise Fund

**Proposed Budget
FY 2016/2017**

**September 19, 2016
Board of Supervisors Meeting**

**Coral Springs Improvement District
Water and Sewer Enterprise Fund**

Proposed Budget
Fiscal Year Ending 2017

Description	Adopted Budget FYE 2016	Actual thru 4/30/2016	Projected Next 5 Months	Total Projected thru 9/30/2016	Proposed Budget FYE 2017
REVENUES:					
Water Revenue	\$ 6,467,008	\$ 3,708,849	\$ 2,649,178	\$ 6,358,027	\$ 6,467,008
Sewer Revenue	5,852,977	3,379,149	2,413,678	5,792,827	5,852,977
Standby Revenue	1,872	1,465	1,046	2,511	1,872
Processing Fees	12,000	12,380	8,843	21,223	12,000
Lien Revenue Fees	9,000	12,775	9,125	21,900	9,000
Delinquent Fees	45,000	30,160	21,543	51,703	45,000
Contract Utility Billing Services	55,979	32,654	23,324	55,978	54,078
Contract HR & Payroll Services	11,807	6,887	4,919	11,806	12,161
Facility Connection Fees	-	1,200	-	1,200	-
Meter Fees	1,000	350	-	350	-
Line Connection Fees	-	5,650	-	5,650	-
Interest Income-Restricted	-	5,417	3,869	9,286	-
Interest Income-Operations	-	22,271	15,908	38,179	-
Rent Revenue	58,951	34,388	24,563	58,951	60,359
Technology Sharing Revenue	15,000	8,750	6,250	15,000	15,000
Misc. Revenue	12,000	17,612	6,912	24,524	12,000
Renewal & Replacement	313,800	-	-	-	124,000
Carryforward of Prior Year Fund Balance	-	-	-	-	464,066
Total Revenues	12,856,394	7,279,957	5,189,158	12,469,115	13,129,521
EXPENDITURES:					
Debt Service:					
Principal					
2007 Series	1,170,000	682,500	487,500	1,170,000	-
2016 Series	-	-	-	-	1,075,000
Interest					
2007 Series	1,935,969	1,129,315	806,654	1,935,969	-
2016 Series	-	-	-	-	928,935
Sub-Total Debt Service	3,105,969	1,811,815	1,294,154	3,105,969	2,003,935

**Coral Springs Improvement District
Water and Sewer Enterprise Fund**

Proposed Budget
Fiscal Year Ending 2017

Description	Adopted Budget FYE 2016	Actual thru 4/30/2016	Projected Next 5 Months	Total Projected thru 9/30/2016	Proposed Budget FYE 2017
Administrative:					
Salaries and Wages	836,228	474,462	347,939	822,401	870,311
Temporary Help	-	-	-	-	-
Special Pay	1,992	2,028	-	2,028	1,992
FICA Taxes	63,972	34,726	25,466	60,192	66,579
Pension Expense	91,985	52,165	38,254	90,419	95,736
Health Insurance	150,132	80,796	57,711	138,507	151,013
W. C. Insurance	5,478	720	514	1,234	5,946
Unemployment Compensation	1,000	3,850	-	3,850	1,000
Engineering Fees	24,000	9,025	6,446	15,471	24,000
Trustee/Other Debt Expenses	14,911	600	14,311	14,911	14,611
Legal Fees	12,000	8,411	6,008	14,419	12,000
Special Consulting Services	25,000	10,398	6,225	16,623	59,750
Travel & Per Diem (Board)	4,500	-	-	-	4,500
Annual Audit	11,400	11,400	-	11,400	11,700
Actuarial Computation-OPEB	3,315	-	3,315	3,315	-
Management Fees	78,676	45,894	32,782	78,676	81,038
Telephone Expense	8,400	5,163	3,688	8,851	9,600
Postage	42,000	18,581	15,672	34,253	36,800
Printing & Binding	17,575	8,752	6,251	15,003	20,400
Electric	12,320	5,980	5,845	11,825	15,136
Rentals and Leases	6,000	3,331	2,379	5,710	3,200
Insurance	13,654	7,965	5,689	13,654	14,196
Repair and Maintenance	14,850	4,291	3,065	7,356	13,500
Legal Advertising	3,000	1,469	1,049	2,518	3,000
Other Current Charges	19,500	14,748	10,534	25,282	20,980
Merchant Fees	53,400	33,016	23,582	56,598	57,000
Computer/Technology Expenses	30,000	20,486	14,633	35,119	61,939
Electronic Document Storage (EDS)	5,000	-	-	-	-
Toilet Rebate	14,850	6,138	8,712	14,850	14,850
Office Supplies	9,900	3,417	2,441	5,858	8,400
Dues, Subscriptions, et al	10,000	2,185	1,561	3,746	9,500
Promotional Expenses	14,000	9,981	7,129	17,110	14,000
Capital Outlay	-	-	-	-	11,000
Sub-Total Administrative	1,599,038	879,978	651,201	1,531,179	1,713,677

**Coral Springs Improvement District
Water and Sewer Enterprise Fund**

Proposed Budget
Fiscal Year Ending 2017

Description	Adopted Budget FYE 2016	Actual thru 4/30/2016	Projected Next 5 Months	Total Projected thru 9/30/2016	Proposed Budget FYE 2017
<u>Plant Operations</u>					
Salaries and Wages	1,610,893	839,485	615,623	1,455,108	1,576,555
Special Pay	3,082	2,924	-	2,924	2,703
FICA Taxes	123,236	63,926	46,879	110,805	120,608
Pension Expense	177,197	89,763	65,826	155,589	173,424
Health Insurance	296,973	150,621	107,586	258,207	284,791
W.C. Insurance	56,220	23,996	17,140	41,136	55,023
Water Quality Testing	113,229	42,796	41,388	84,184	80,435
Telephone	7,572	4,229	3,250	7,479	7,512
Electric	656,379	364,867	276,452	641,319	820,889
Rentals and Leases	11,700	2,715	5,250	7,965	12,600
Insurance	151,774	89,791	75,769	165,560	190,393
Repair & Maint-General	377,261	272,531	240,053	512,584	561,665
Repair & Maint-Filters for Water Plant	36,630	15,923	11,375	27,298	40,948
Sludge Management-Sewer	188,520	100,464	57,408	157,872	207,872
Advertisement (Employment)	6,000	1,500	4,500	6,000	6,000
Office Supplies	4,500	1,020	788	1,808	2,180
Oper Supplies-General	43,200	31,758	22,684	54,442	49,900
Oper Supplies-Chemicals	452,373	184,291	131,637	315,928	465,164
Oper Supplies-Uniforms	8,290	3,930	3,904	7,834	8,290
Oper Supplies-Motor Fuels	179,505	11,209	8,007	19,216	143,320
Dues, Subscriptions, Et al	32,987	9,694	6,924	16,618	53,393
Capital Outlay	422,876	13,844	415,875	429,719	1,311,129
Renewal & Replacement Expense	313,800	54,015	247,211	301,226	124,000
<i>Sub-Total Plant Operations</i>	5,274,197	2,375,292	2,405,529	4,780,821	6,298,794

**Coral Springs Improvement District
Water and Sewer Enterprise Fund**

Proposed Budget
Fiscal Year Ending 2017

Description	Adopted Budget FYE 2016	Actual thru 4/30/2016	Projected Next 5 Months	Total Projected thru 9/30/2016	Proposed Budget FYE 2017
Field Operations					
Salaries and Wages	751,892	396,217	290,559	686,776	771,900
Temporary Help	-	-	-	-	-
Special Pay	1,893	1,787	-	1,787	1,893
FICA Taxes	57,522	30,105	22,077	52,182	59,049
Pension Expense	82,710	43,397	31,824	75,221	84,911
Health Insurance	217,652	98,036	70,026	168,062	216,610
W.C. Insurance	35,039	8,914	6,367	15,281	35,970
Water Quality Testing	-	240	-	240	500
Naturescape	4,542	4,410	-	4,410	4,542
Telephone Expense	9,900	5,995	4,283	10,278	10,200
Electric	110,337	73,924	52,544	126,468	161,879
Rent Expense	13,500	8,863	6,330	15,193	13,500
Rent Expense-SCADA	56,040	32,690	23,350	56,040	56,040
Insurance	18,920	11,117	7,940	19,057	21,916
Repairs and Maintenance	144,262	94,626	67,590	162,216	169,827
Meters-Replacement Program	8,031	1,186	847	2,033	8,031
Meters-New Connections	3,632	-	-	-	3,632
Meters-Supply Costs	-	3,913	2,795	6,708	6,708
Office Supplies	2,100	705	504	1,209	1,680
Oper Supplies-General	30,500	27,938	19,956	47,894	48,795
Oper Supplies-Uniforms	5,810	2,780	1,986	4,766	5,810
Oper Supplies-Motor Fuels	25,975	8,235	5,882	14,117	25,392
Dues, Licenses, & Schools	1,336	2,959	500	3,459	7,936
Capital Outlay	985,000	731,991	253,009	985,000	1,196,000
Renewal & Replacement	-	-	-	-	-
Sub-Total Field Operations	2,566,593	1,590,028	868,369	2,458,397	2,912,721
Total Operating Expenditures	9,439,828	4,845,298	3,925,099	8,770,397	10,925,192
Required Reserve for Renewal and Replacement	-	-	-	-	-
Total Operating Expenditures & Reserves	9,439,828	4,845,298	3,925,099	8,770,397	10,925,192
Available for Debt Service	3,416,566	2,434,659	1,264,059	3,698,718	2,204,329
Debt Coverage Required 1.10	1.10			1.19	1.10
Debt Service Requirement 1.00	3,105,969			3,105,969	2,003,935
Projected Surplus .10	\$ 310,597			\$ 592,749	200,394
	3,416,566				2,204,329

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2016/ 2017

REVENUES:

Water Revenue

The estimated amount that will be billed to users of the water system of the District is determined by the utility rate agreement. Based on prior year revenues the water revenues are projected to be \$6,467,008.

Sewer Revenue

The estimated amount that will be billed to users of the wastewater system of the District is determined by the utility rate agreement. Based on prior year revenues the sewer revenues are projected to be \$5,852,977.

Standby Revenue

The standby charge is applied to each lot, parcel or tract, which has been reserved for water and sewer capacity. The standby charges for this Fiscal Year are based on 6 units per month @ \$26 per unit. The amount projected for this Fiscal Year is \$1,872.

Processing Fee Revenue

A processing fee of \$20 is charged to each new utility account. Based on the District's history of new accounts, the projected amount for this fiscal year is \$12,000.

Lien Information Fees

The Board adopted a \$25 charge for an estoppel letter. Based on the prior years' history of estoppel letters, the estimated amount for this fiscal year is \$9,000.

Delinquent Fee Revenue

The District levies a \$20 late fee to customers who receive a hand delivered delinquent notice and disconnect notice on their account. Based on the history of delinquent accounts in the past the projected amount for this fiscal year is \$45,000.

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2016 / 2017

REVENUES (Continued):

Contract Utility Billing Revenue

The District contracts out utility billing services for the benefit of cost sharing. This fiscal year the District expects to receive \$54,078.

Contract HR & Payroll Services

The District provides human resource and payroll services to other Districts based on fees established under interlocal agreements. Budgeted fees are \$12,161.

Facility Connection Fees

Represents the amount collected for new connections. The amount projected for this Fiscal Year is zero and is based on no new connections.

Meter Fees

Represents the amount collected for meter fees based on the size of the meter. This Fiscal Year the amount projected is zero.

Line Connection Fees

Represents the amount collected for new connections. The amount projected for this Fiscal Year is zero and is based on no new connections.

Interest Income

Interest is earned on cash balances in the District's funds on deposit in checking, money market, trust accounts, and various certificates of deposit. Due to the current low interest rate environment, no interest is being budgeted.

Rent Revenue

This line item represents the lease of office space to perform work on other District's. The total revenue from this source is \$60,359.

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2016 / 2017

REVENUES (Continued):

Technology Sharing

The District owns an IBM AS-400 computer system as well as a suite of proprietary software programs. Technology sharing is the revenue associated with the performance of duties on the Districts system, phone, fax, ISP and other technology hardware, used for the benefit of the District. The amount being reimbursed by other funds is \$15,000.

Misc. Revenues

Represents miscellaneous fees charged to customers for NSF, meter boxes, repairs and other services provided to customer by the District. Based on prior years' experience, this amount is projected to be \$12,000.

Renewal & Replacement

Funds accumulated in prior years will be used in the budget year for payment of various renewal and rehabilitation projects in the amount of \$124,000.

Carryforward of Prior Year Fund Balance

The District is planning to use funds accumulated in prior years to pay for planned capital purchases and repairs.

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2016 / 2017

ADMINISTRATION EXPENDITURES:

Debt Service:

Principal & Interest Expense

See Attached Schedule, Exhibit "A".

Administrative:

Salaries and Wages

The total amount of budgeted wages for this Fiscal Year is \$870,311.

Special Pay

Special pay is a holiday bonus based on the employee's number of years of service. This year's expense is \$1,992.

FICA Taxes

FICA tax is established by law and the current rate is 7.65%. Based on salaries of \$870,311 the amount projected for FICA tax is \$66,579.

Pension Expense

The pension plan was established whereby the employer contributes 6% of each employee's salary into a pension plan with other funds available to match contributions made by the employee to the deferred compensation plan. Based on salaries of \$870,311 the amount projected for pension expense is \$95,736.

Health Insurance

The District offers each employee Health, Life, Dental and Disability Insurance. The amount budgeted is \$151,013.

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2016/ 2017

ADMINISTRATION EXPENDITURES (Continued):

Worker's Compensation Insurance

The District Worker's Compensation policy is currently with Preferred Governmental Insurance Trust. The projected amount for this Fiscal Year is \$5,946.

Unemployment Compensation

Unemployment compensation is expected to be \$1,000.

Engineering Fees

The District currently has a contract with Globaltech, to provide general engineering services not related to or associated with any specific capital improvement project. The contract includes preparation for monthly meetings, monthly reporting, and responses to requests from the Board. Based on anticipated general engineering work the fees are not expected to exceed \$24,000.

Trustee Fees/Other Debt Expense

This expense includes charges associated with the currently existing outstanding bond issues. Pending bond fees & arbitrage costs are not included in this listing.

Trustee Fees	2007 Series	13,011
Dissemination Fees	2007 Series	1,000
Arbitrage Rebate	2007 Series	600
Total Expenses		\$14,611

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2016 / 2017

ADMINISTRATION EXPENDITURES (Continued):

Legal Fees

The District currently has a contract with Lewis, Longman and Walker, PA as legal counsel for the District. This contract includes preparation for monthly board meetings, contract review, etc. In addition, the District expects to have additional expenses with changes to District codification. This year's budget is not expected to exceed \$12,000.

Special Consulting Services

The District may need to engage a consultant that specializes in legislative codification matters that would amend the current charter. Included in those matters are bidding threshold requirements, efficiencies, gains, and benefits inherent in contract administration. Other consulting services may be incurred for special projects as needed. The anticipated cost for all of these services is \$59,750.

Travel and Per Diem

This expense represents travel expenses for the Board of Supervisor's. The budgeted amount for this fiscal year is \$4,500.

Annual Audit

The District's auditing firm is Keefe, McCullough & Co., LLP. Based on the current activity level this amount should not exceed \$11,700.

Actuarial Computation-OPEB

Florida state statutes require the employer to make health coverage available to retirees at the employer's group rate. GASB 45 requires a periodic actuarial assessment of the cost and liability associated with these benefits. The assessment is next scheduled during FYE 2018.

Management Fees

This service includes management and financial advisory services provided to the District under the Management Contract with Severn Trent Services. This fiscal year the expense is \$81,038.

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2016 / 2017

ADMINISTRATION EXPENDITURES (Continued):

Telephone

Telephone Service, fax machine and long distance calls are included under this expense. Based on the prior years' experience, the amount should not exceed \$9,600.

Postage

Mailing of agenda packages, overnight deliveries, correspondence, utility bills, etc.

Utility Billing	\$27,000
Administrative	2,000
Accounting/Finance	3,000
Special Mailings	<u>4,800</u>
Total	\$36,800

Printing and Binding

Stationary, utility billing forms, personnel forms, envelopes, photocopies, etc.

Utility Billing	10,000
Administrative	2,000
Accounting	1,000
Annual Water Quality Report	3,400
Personnel Department	1,500
Marketing Materials	2,500
Total	<u>\$20,400</u>

Electric

This expense includes the electric service for the Administrative Building. Based on prior years' expense the projected amount for this Fiscal Year is \$15,136.

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2016 / 2017

ADMINISTRATION EXPENDITURES (Continued):

Rentals and Leases

The following charges are being budgeted in the fiscal year:

Copier Lease		\$ 2,480
Mail Machine		720
Total		\$ 3,200

Insurance

The District retains Egis Insurance & Risk Advisors as our Insurance Agent, who on a yearly basis arranges the placement of the District insurance for property, general liability, and inland marine coverage. The expected amount for this Fiscal Year should not exceed \$14,196.

Repair and Maintenance

The following expenses are anticipated for the budget year.

Pest Control		\$ 1,920
Carpet Cleaning		3,680
Office Machine's Maintenance		960
Window Cleaning		1,440
Marble Cleaning		1,600
A/C Contract & Repairs		2,100
Other Repairs & Maintenance		1,800
Total		\$ 13,500

Legal Advertising

The District does most of its legal advertising in the Sun-Sentinel. Expenses include monthly meetings, special meetings, public hearings, request for bids, etc. Based on prior years' experience the amount should not exceed \$3,000.

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2016 / 2017

ADMINISTRATION EXPENDITURES (Continued):

Other Current Charges

Bank charges and any other miscellaneous expenses that occur during the year as follows:

Meeting Refreshments	\$ 144
Security Signature Stamps	300
Phone System Computer Boards	5,000
Monitoring Fees	694
Employment & Drug Screening	1,800
De minimus Employee Benefits	1,536
Cleaners/Pest Control/etc.	1,200
Other Miscellaneous Charges	<u>10,306</u>
TOTAL	\$ 20,980

Merchant Fees

The District is charged monthly administrative fees as well as individual transaction fees on all credit card payments we receive. Based on last year's experience the projected amount should not exceed \$57,000.

Computer/Technology Expenses

This represents monthly software support & additional computer project support for this fiscal year \$61,939.

Digital Record Management

No amounts are being budgeted this year.

Toilet Rebates

Utility bills are credited \$99 for those customers who install a qualifying toilet under the rebate program established by the District. Budgeted rebates reflect a total of 150 toilets for \$14,850.

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2016 / 2017

<u>ADMINISTRATION EXPENDITURES (Continued):</u>
--

Office Supplies

Accounting, Utility Billing and Administrative Supplies such as printer cartridges, file cabinets, computer supplies, file folders, pens, pencils, cleaning supplies, paper products, etc. Based on historical experience the amount should not exceed \$8,400.

Dues, Subscriptions, Memberships

This item includes professional publications such as GAAP Guide and Florida Statutes. This expense also covers the cost for CPA continuing education requirements and license renewal, management training, and training related to new health insurance reporting requirements. The amount should not exceed \$9,500.

Promotional Expenses

The District is budgeting \$14,000 for the budget year.

Capital Outlay

The budgeted amount of \$11,000 is being provided for the purchase of office carpeting and equipment.

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2016 / 2017

EXPENDITURES-PLANT OPERATIONS:

Salaries and Wages

The total amount of budgeted wages for this Fiscal Year is \$1,576,555.

Special Pay

Special pay is a holiday bonus based on the employee's number of years of service. This year's expense is \$2,703.

FICA Taxes

FICA tax is established by law and the current rate is 7.65%. Based on salaries of \$1,576,555 the amount projected for FICA tax is \$120,608.

Pension Expense

The pension plan was established whereby the employer contributes 6% of each employee's salary into a pension plan with other funds available to match contributions made by the employee to the deferred compensation plan. Based on salaries of \$1,576,555 the amount projected for pension expense is \$173,424.

Health Insurance

The District offers each employee Health, Life, Dental and Disability Insurance. The amount budgeted is \$284,791.

Worker's Compensation Insurance

Worker's compensation insurance is being budgeted for \$55,023.

Water Quality Testing

Water Quality Testing is provided by Florida Spectrum Environmental Services, Inc. This Fiscal Year the projected amount for water quality testing is \$80,435.

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2016 / 2017

EXPENDITURES-PLANT OPERATIONS (Continued):

Telephone

Telephone charges for this Fiscal Year include Bellsouth phone service for Water and Wastewater offices and Nextel phone services. The projected amount for this fiscal year is \$7,512.

Electric

The electric requirements for the plant facility and wells are based upon the operating history. Based on prior year's expense the projected amount for this Fiscal Year is \$820,889.

Rentals and Leases

The District is budgeting \$12,600 for miscellaneous equipment rentals.

Insurance

The District retains Egis Insurance & Risk Advisors as our Insurance Agent, who on a yearly basis arranges the placement of the District insurance for property, general liability, and inland marine coverage. The expense should not exceed \$190,393.

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2016 / 2017

EXPENDITURES-PLANT OPERATIONS (Continued):

Repairs and Maintenance-General

Repair and maintenance expenses anticipated to be spent in the fiscal year are as follows:

<u>Water Department</u>	
Well & Wellfield Maintenance	118,430
Generator Maintenance & Repair	9,000
Instrument and Control Repairs/Calibration	36,000
Flow Meters and Other Equipment	29,000
Vibration Analysis Program	8,400
Vehicle Maintenance	5,000
Storage Tank Repairs	20,000
Other Facility Maintenance	21,765
<u>Wastewater Department</u>	
Deep Well Maintenance	20,000
Deep Injection Well Feasibility Study/Plans	50,000
Vibration Analysis Program	9,000
Tank Cleaning	49,000
Generator Maintenance & Repair	19,673
Vehicle Maintenance	4,000
Sludge Truck Maintenance & Repair	3,500
Meter Calibration/Instrumentation Analysis	24,676
Electrical Breakers & Parts	10,000
Rebuild Blower & Rebuild Motors	33,000
Water Barriers for Deep Well Pond	5,000
Other Facility Maintenance	11,225
<u>Maintenance</u>	
Waste Pro-Trash Pick up	5,716
Lawn Maintenance Contract/Pest Control	53,080
Small Tools	1,000
Vehicle Maintenance	1,200
Other Facility Maintenance	<u>14,000</u>
Total Repairs and Maintenance	\$ 561,665

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2016 / 2017

EXPENDITURES-PLANT OPERATIONS (Continued)
--

Repairs and Maintenance-Filters for Water Plant

Budgeted replacement costs for various filters for the new water plant are \$40,948.

Sludge Management-Sewer

Sludge removal costs are budgeted for \$207,872.

Advertisement

This expense represents the costs to advertise for Water and Wastewater Treatment Plant Operators. Based on prior year's experience this amount should not exceed \$6,000.

Office Supplies

Paper, pens, folders, and other office supplies. The projected amount for this fiscal year is \$2,180.

Operating Supplies-General

General operating supplies include laboratory chemicals and miscellaneous tools and equipment. The projected amount is \$49,900.

Operating Supplies-Chemicals

The amount projected to be spent in this fiscal year is \$465,164.

Operating Supplies-Uniforms

Uniform purchases and rentals and safety boot allowances are budgeted at \$8,290.

Operating Supplies-Motor Fuels

Motor fuels include gasoline and diesel fuel needed for the operation of auxiliary generators. The projected amount is \$143,320.

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2016 / 2017

EXPENDITURES-PLANT OPERATIONS (Continued)
--

Dues, Licenses, Schools

This expense represents costs for license renewals, subscriptions, and employee licensing, books and schooling required to maintain licenses to operate for plant employees. The projected amount for this fiscal year is \$53,393.

Capital Outlay

The District is budgeting amounts to construct new utility plant projects. The total amount budgeted is \$1,311,129.

Renewal & Replacement

The District is budgeting \$124,000 for various utility related rehabilitation projects.

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2016/ 2017

EXPENDITURES-FIELD OPERATIONS

Salaries and Wages

The total amount of budgeted wages for this fiscal year is \$771,900.

Temporary Help

No temporary part-time assistance in the residential meter replacement program is being budgeted for the upcoming budget year.

Special Pay

Special pay is a holiday bonus based on the employee's number of year's of service. This year's expense is \$1,893.

FICA Taxes

FICA tax is established by law and currently is 7.65%. Based on salaries of \$771,900 the amount projected for FICA tax is \$59,049.

Pension Expense

The pension plan was established whereby the employer contributes 6% of each employee's salary into a pension plan with other funds available to match contributions made by the employee to the deferred compensation plan. Based on salaries of \$771,900 the amount projected for pension expense is \$84,911.

Health Insurance

The District offers each employee Health, Life, Dental and Disability Insurance. The amount budgeted is \$216,610.

Worker's Compensation Insurance

The District Worker's Compensation policy is currently with Preferred Governmental Insurance Trust. The projected amount is \$35,970.

Water Quality Testing

Water Quality Testing is provided by Florida Spectrum Environmental Services, Inc. this Fiscal Year the projected amount for water quality testing is \$500.

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2016 / 2017

EXPENDITURES-FIELD OPERATIONS (Continued)
--

Naturescape Irrigation Service

Annual fee of \$4,542 is paid to Broward County for the operation of the Naturescape irrigation service.

Telephone Expense

Telephone and fax machine are budgeted annually. Based on prior year's experience the amount should not exceed \$10,200.

Electric Expense

The electric requirements (for Lift Stations) are based upon the operating history. Based on prior years' expense the projected amount for this fiscal year is \$161,879.

Rent Expense

Equipment rental, other than for SCADA, is budgeted for \$13,500.

Rent Expense-SCADA

The District will install and rent components for telemetry lift-station operation and monitoring for \$56,040.

Insurance

The District retains Egis Insurance & Risk Advisors as our Insurance Agent, who on a yearly basis arranges the placement of the District insurance for property, general liability, and inland marine coverage. The expected amount for this Fiscal year should not exceed \$21,916.

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2016 / 2017

EXPENDITURES-FIELD OPERATIONS (Continued):

Repair and Maintenance

Following is a listing of the different repairs and maintenance needed for field operations maintenance.

Vehicle Maintenance	\$ 10,920
Lift Station Pump Repairs/Cleaning	68,350
Fire Hydrant Maintenance	5,000
Fire Hydrant Painting	1,000
Valve Identification & Insert Program	20,000
Back Hoe Maintenance	8,000
Street/Driveway Paving Repairs	17,000
Portable Generator Service	5,592
GIS Services	22,500
Other Repairs & Maintenance	<u>11,465</u>
Total	\$ 169,827

Meters-Replacement Program

This program was setup to replace old meters. The projected amount for this fiscal year is \$8,031 for replacement of both commercial and residential meters.

Meters-New Connections

The amount being budgeted for new connections is \$3,632.

Meters-Supply Costs

This expense is for the costs of supplies needed to install both replacement and new meters throughout the year. The amount being budgeted is \$6,708.

Office Supplies

Paper, pens, folders, and other office supplies. The projected amount for this fiscal year is \$1,680.

Coral Springs Improvement District
Water and Sewer Enterprise Fund
Proposed Budget
Fiscal Year 2016 / 2017

EXPENDITURES-FIELD OPERATIONS (Continued):

Operating Supplies-General

General operating supplies include laboratory chemicals and miscellaneous tools and equipment. The projected amount is \$48,795.

Operating Supplies-Uniforms

Uniform purchases and rentals and safety boot allowances are budgeted at \$5,810.

Operating Supplies-Motor Fuels

Motor fuels include gasoline and diesel fuel needed for the operation of portable generators. The projected amount is \$25,392.

Dues, Licenses, Schools

This expense represents the cost for license renewals, subscriptions, and employee licensing, books and schooling required to maintain their license to operate. The projected amount is \$7,936.

Capital Outlay

The District is budgeting for the purchase of various field related equipment and for water pipe replacement totaling \$1,196,000.

Renewal & Replacement

No amounts are being budgeted for FYE 2016/2017.

Coral Springs Improvement District

2016 Water and Sewer Refunding Revenue Bonds

Debt Service Schedule

Period Ending October 1	Principal Amount	Interest Amount	Total Debt Service
2017	1,075,000	928,935	2,003,935
2018	1,545,000	1,273,528	2,818,528
2019	1,595,000	1,226,405	2,821,405
2020	1,640,000	1,177,758	2,817,758
2021	1,695,000	1,127,738	2,822,738
2022	1,745,000	1,076,040	2,821,040
2023	1,795,000	1,022,817	2,817,817
2024	1,850,000	968,070	2,818,070
2025	1,910,000	911,645	2,821,645
2026	1,965,000	853,390	2,818,390
2027	2,025,000	793,457	2,818,457
2028	2,090,000	731,695	2,821,695
2029	2,150,000	667,950	2,817,950
2030	2,220,000	602,375	2,822,375
2031	17,530,000	534,665	18,064,665
	42,830,000	13,896,468	56,726,468

Exhibit A

Sixth Order of Business

USE AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 2016, by and between Coral Springs Improvement District (“CSID”), an independent special district established by a special act of the Florida legislature, whose address is 10300 N.W. 11th Manor, Coral Springs, Florida 33071, and Metro Equipment Service, Inc. (“Metro”), a Florida corporation, whose address is 9415 S.W. 72 Street, Suite 131, Miami, Florida 33173.

WITNESSETH:

WHEREAS, CSID is an independent special district created by the Florida Legislature to undertake and maintain a variety of public improvements within the boundaries of the district; and

WHEREAS, Metro is a Florida corporation that has performed work for CSID in the past reconstructing some of CSID’s canal banks; and

WHEREAS, CSID owns real property (the “Property”) located at 10300 N.W. 11th Manor, Coral Springs, Florida 33071; and

WHEREAS, CSID and Metro have designated an area (the “Area”) (described/depicted in Exhibit __) within the Property for Metro to use to store certain equipment and Metro desires to use that area for storage of its equipment; and

WHEREAS, Metro has identified certain equipment (the “Equipment”) described in Exhibit __ it desires to store in the Area;

WHEREAS, Metro has been storing equipment in the Area throughout August of 2016;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, CSID and Metro agree as follows:

1. The above recitals are true and correct and incorporated in this Agreement by reference.
2. Metro may store the Equipment in the Area for the duration of this Agreement as defined below. CSID will reserve the Area for Metro’s exclusive use and keep the Area free of obstructions so that Metro may access any equipment in the Area as needed. If Metro wants to store equipment not included in **Exhibit __**, it may do so only with CSID’s written permission. CSID reserves the right to alter or move the Area by giving written notice to Metro 14 days in advance.
3. Metro shall store all Equipment in a safe and responsible manner. For each piece of equipment stored in the Area, Metro will provide appropriate safety mechanisms—such as “tie-downs”—to secure the equipment in the event of a storm. If CSID staff declares a storm event, Metro is responsible for securing all equipment and ensuring that the Area is free of objects which could become projectiles.

4. Metro shall not store any fuel, oil, solvent or other chemical in the Area without first obtaining CSID's written permission. If Metro receives permission to store any such chemical, Metro will follow all federal, state, and local laws and procedures for proper, safe storage of each chemical.
5. Metro shall not conduct any on-site maintenance or repairs of any equipment stored in the Area without the prior written consent of CSID. CSID reserves the right to prohibit or otherwise limit any on-site repairs or maintenance, in their absolute discretion, conducted by Metro.
6. For the duration of this agreement, Metro has the right of ingress and egress on the Property for the limited purposes of storing, accessing or removing equipment in the Area. CSID will provide Metro with two (2) security gate passes to allow access to the Property. This Agreement grants Metro or its agents no right to access any facility, structure, or other area within the Property other than the above-described Area and the roadway segment that leads to the Area. All Metro employees or agents that access the Property will follow on-site speed limits.
7. Metro must carry insurance that covers the loss, damage or theft of any equipment stored in the Area. Metro must provide to CSID written proof of such insurance. Metro will include CSID as an additional insured for both general and auto liability coverages on Metro insurance policies. By ~~September~~August 19, 2016, Metro will provide CSID with a certificate of insurance that includes CSID as an additional insured.
8. The term of this Agreement will begin on September 1, 2016 and will end on August 31, 2017. Either CSID or Metro may cancel this Agreement by giving written notice to the other party sixty (60) days in advance. At the end of each term, this agreement will automatically renew unless CSID or Metro provides the other party with appropriate written notice of cancellation of the agreement or the parties mutually agree in writing that the term will not renew. Upon renewal, the \$2000.00 monthly payment amount will increase by 3%, unless both parties agree otherwise in writing. Upon expiration or cancellation of this Agreement, Metro will have thirty (30) days to remove all equipment and materials stored in the Area. If Metro fails to remove any equipment or materials within the 30-day period, CSID may require payment for each additional month (rounding up to the next full month) after the Agreement's cancellation or expiration for which Metro's equipment remains on CSID property.
9. . For September, 2016, Metro will pay CSID \$4000.00, \$2,000.00 for equipment storage during August, 2016 and \$2000.00 for September, 2016. Hereafter, Metro will pay CSID \$2,000.00 each month totaling \$24,000.00 for the term of this Agreement Each month's payment is due on the first (1st) day of that month. If Metro fails to make a payment on time, CSID

may cancel this Agreement at any time. In addition, Metro will pay the quarterly sales tax to the State on behalf of CSID.

10. Metro agrees to indemnify, defend and hold harmless CSID from any claim or liability asserted by any party for damage to property, loss of property or nuisance resulting from any action of Metro or its agents taken in connection with this Agreement. In addition, Metro agrees to indemnify, defend and hold harmless CSID from any claim or liability asserted by any party for any bodily injury or harm resulting from any action of Metro or its agents taken in connection with this Agreement. Furthermore, Metro will not hold CSID responsible for any damage Metro's equipment or other property may sustain while on the Property, nor will Metro hold CSID responsible for any bodily harm Metro's employees or agents may sustain while on the Property.
11. Nothing in this Agreement waives CSID's sovereign immunity protection to the extent it exists under the Florida Constitution and Section 768.28 of the Florida Statutes.
12. This Agreement encompasses the entirety of the negotiations, agreements and commitments entered into between CSID and Metro. Accordingly, any writing or communication that is not included within this Agreement is not valid and has no effect on either party.
13. A failure of a party to this Agreement to exercise a right or enforce a provision under this Agreement will not waive that party's ability to exercise that right or enforce that provision in the future, nor will it waive or invalidate any other provisions or rights under this Agreement.
14. If any portion of this Agreement is found to be unenforceable by court of proper jurisdiction, then the rest of the Agreement shall remain fully enforceable.
15. Metro's obligations under this Agreement may not be assigned, in whole or in part, without the written consent of CSID.
16. This Agreement shall be interpreted and governed by the laws of the State of Florida.
17. Should it be necessary to bring an action to enforce any of the provisions of this Agreement, reasonable attorney's fees and costs, including those at the appellate level, shall be awarded to the prevailing party.

IN WITNESS WHEREOF, CSID and Metro have executed this Agreement as of the date above.

METRO EQUIPMENT SERVICE, INC.:

[Metro representative] [Name printed]

WITNESS:

Witness Signature Witness Name (printed)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____, of Metro Equipment Service, Inc. who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Signature

Print Name
Notary Public – State of Florida

My Commission Expires: _____

CORAL SPRINGS IMPROVEMENT DISTRICT:

[Coral Springs representative]

[name printed]

WITNESS:

Witness Signature

Witness Name (printed)

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this ____ day of _____, 2016, by _____ of Coral Springs Improvement District who is personally known to me or who has produced _____ as identification and who did not take an oath.

Notary Signature

Print Name
Notary Public – State of Florida

My Commission Expires:_____

Seventh Order of Business



Analitica Consulting Group LLC
5013 NW 112th Way
Coral Springs, FL 33076
www.analiticaconsulting.com

August 18, 2016

Coral Springs Improvement District
c/o Dan Daly
10300 NW 11th Manor
Coral Springs, FL 33071

SUBJECT: Proposal – Consulting Services

Dear Dan:

We are pleased to present this consultancy services proposal to continue supporting the management of the Coral Springs Improvement District in the design and implementation of its cultural transformation process (Project Pride).

1. Scope

The services to be provided include:

1. Individual mentoring to managers (up to 3 hours per week).
2. Support to the Director of Utilities in the implementation of cultural transformation initiatives (up to 2 hours per week).
3. Coordination of Prime University, the Lean-Six Sigma education program accessible to all CSID employees (up to 3 hours per week).

In addition, Analitica Consulting will provide, at no additional charge to CSID, licensing for the utilization of the Gemba Academy Learning Management System for a period of two years. This site license will give all CSID employees access to a vast library of electronic learning materials, quizzes, and tests available online.

2. Duration

The consulting services described above will be provided for twelve consecutive months starting October 1, 2016 and can be extended on a continued basis. Both CSID and Analitica can terminate the consulting relationship on a 30-day notice, after the initial six-month period is completed.

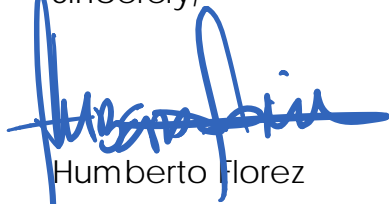
3. Consulting Fees

Monthly retainer of \$2,080 to provide 28 hours of consulting assistance.

A variable hourly rate of \$120 for consulting assistance will be charged for pre-approved consulting services not covered in this retainer.

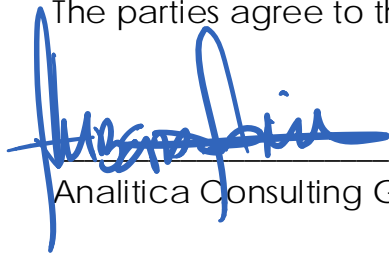
Please return a signed copy of this document with CSID's acceptance of the terms of this proposal.

Sincerely,



Humberto Florez
Managing Partner
Analitica Consulting Group LLC

The parties agree to the terms of this proposal.



Analitica Consulting Group LLC

Date

Coral Springs Improvement District

Date

Eighth Order of Business



SENT VIA E-MAIL: David McIntosh [mailto:davidm@fladistricts.com]

August 8, 2016

David McIntosh
Director of Utilities
Coral Springs Improvement District
10300 NW 11th Manor
Coral Springs, Florida 33071

**Subject: GIS Training and Support Services
FTC Proposal No. P16.003**

Dear McIntosh:

Florida Technical Consultants (FTC) is pleased for the opportunity to submit this Proposal for Professional Services to assist you in updating your GIS Utility Atlas and implementing the data in your operations. The services will be performed in accordance with the attached contract between FTC and The City of Cooper City.

Project Description

The Coral Springs Improvement District (CSID) recently converted CAD drawings into GIS. GIS data layers were created along with system atlases and maps. A web interface was created for staff to validate information from the field. Some analysis and data deliverables were provided to third parties. Staff have been getting training on how to add and correct data.

Staff have recognized that it takes many hours to clean the GIS data and given staff availability, it may take several years to complete. In order to get more value from the GIS immediately, FTC proposes to assist with data cleaning and further analysis as described below. The level of data cleaning proposed will all CSID to perform analysis to determine quantities of pipe and structures in the system according to diameter or location. This analysis is basic to managing the system.

Task 1 Water System Updates

FTC will perform the following to clean the existing water system:

- Connect lines that were broken between CAD drawings
- Add diameters from CAD text to data in the database
- Snap valves to lines
- Create Valve IDs
- Create Hydrant IDs
- Add blowoffs and reducers

The main analysis to be performed will quantities of pipe per diameter. Valve and Hydrant IDs will assist with coordination of field activities.

Task 2 Sewer System Updates

FTC will perform the following to clean the existing water system:

- Connect lines that were broken between CAD drawings
- Snap gravity lines to manholes, force mains to lift stations, etc
- Adjusting manholes to match high resolution aerials
- Set direction of flow for gravity lines
- Lift Station boundaries
- Add the following information from CAD text to the database
 - Diameters

- Manhole ID
- Lift Station ID

This data will allow for quantifying pipe length per diameter per lift station boundary. This will be useful for pipe lining programs.

Task 3 Water and Sewer System Gaps

There are a few neighborhoods where there was no CAD information. FTC will use existing as-built information drawings to complete the water and sewer systems in these areas.

Task 4 System Analysis and Operations Training

FTC will assist CSID staff through training to perform system analysis. Some examples include:

- Creating reports of quantities
- Hydrant buffers to review coverage
- Tracking valve turning from outside contractors
- Responding to regulatory submittal requirements
- Performing water break analysis and incident mapping
- Specific field apps for asset inventories including Lift Station and ARVs
- Mapping meters, backflows, etc according to address or coordinate lists
- Creating additional web applications to support system management

There are some non-critical data sets that are extensive and expensive to build. These will not be prioritized, but can be updated over time. The following items and text will NOT be included in this scope:

- Snapping water and sewer lateral lines
- Invert or Rim Elevations
- High accuracy placement of meters or cleanouts
- Field verification of assets

Deliverables

FTC will set up and maintain a common data sharing platform. FTC will provide CSID and monthly project status report outlining the activities completed and objectives for future activities. FTC will provide copies of all data and collected and created.

Assumptions

- The CSID will provide IT to support ArcGIS Licenses and Installation.
- The CSID will provide access to all relevant utility drawings, plans and background information.
- The CSID will provide access to staff necessary to review the atlas and provide feedback.

Fees and Schedule

The following is a schedule of positions, rates and estimated level of involvement. Each task can be performed independently.

Task	Rate	Hours	Fee
Task 1 Water System	\$120	50	\$6,000
Task 2 Sewer System	\$120	50	\$6,000
Task 3 Water and Sewer System Gaps	\$95	50	\$4,750
Task 4 System Analysis and Operations Training	\$95	50	\$4,750
TOTAL			\$21,500

All services will be on an hourly basis. The schedule of delivery will be in an as-needed basis as defined by the CSID. The CSID will be billed monthly according to the services and deliverables provided.

If approved, please sign this proposal in the area provided below. Should you have any questions, please do not hesitate to contact me at my office at (954) 954-8488, or send me an electronic message at jbarton@fltechinc.com.

Respectfully submitted,

Florida Technical Consultants
James Barton, P.E.
President

- Task 1: \$6,000
- Task 2: \$6,000
- Task 3: \$4,750
- Task 4: \$4,750

Total: _____

Approved by Coral Springs Improvement District:

(Print Name)

(Date)

(Signature)

Continuing Professional Services Agreement

For

Professional Geographic Information System (GIS) Services

RFQ #2016-02

This Agreement is made by and between the **TOWN OF JUPITER ISLAND, FLORIDA**, with an address of 2 Bridge Road, Hobe Sound, FL 33455 (the "Town") and Florida Technical Consultants, a Florida Limited Liability Company, with a principal address of 401 West Atlantic Avenue, Suite 09, Delray Beach, FL 33444 (the "Consultant").

SECTION 1 – SCOPE OF SERVICES

The Consultant shall perform, as needed, continuing GIS services for the Town's water, wastewater and reclaimed water utility, South Martin Regional Utility ("SMRU"). SMRU projects (each a "Project" and collectively "Projects") may include, but are not limited to, the following:

- Update and Correct Existing Data
 - Update existing GIS desktop utility map and existing web based utility map to include all provided as-built information including pond, manhole structure, pipeline, valve, water and sanitary service line, water/ IQ meter, backflow preventer, fire hydrant, lift station and well data
 - Attributes to be added/ verified include:
 - Boundaries
 - Service Area boundaries
 - Neighborhood/ Subdivision Boundaries
 - Municipal Boundaries
 - Pipelines:
 - Material (Pipe & Casing)
 - Year Constructed/ Rehabilitated
 - Diameter (Pipe & Casing)
 - Abandoned vs in service
 - Flow Directions
 - Main break locations & year
 - Valve locations, type
 - Chlorine residual data
 - Utility Easements - O.R. book & Page #
 - Manhole/ Cleanout
 - Rim & Invert elevations
 - Year Constructed/ Rehabilitated
 - Fire Hydrant
 - Number
 - Flow rating & recent test flow data
 - Lift Station

- Number
 - Public VS Private
 - Pump information & design flow rate
 - Wetwell Depth & influent/ effluent pipe data
 - Contributing areas/ cascading station information
- Backflow Prevention Devices
 - Year Installed
 - Type/ size
 - Certification # & Date
- Update existing GIS utility map to include Martin County and Town of Jupiter Island stormwater conveyance system in SMRU service area
- Provide hyperlinks to as-builts on desktop utility map
- Maintain existing GIS map (desktop & web based) with new development project as-builts, and with field corrections from SMRU staff
- Training
 - Provide training to the respective SMRU personnel
- Other work orders
 - Special work orders for the development of GIS layers for various applications
 - Evaluation of existing GIS system, and recommendations for future applications & improvements

Professional Services will be rendered in response to periodic written work authorizations issued by the Town on an as-needed basis, in accordance with Section 1.9. Each work authorization will be subject to scope definition and fee negotiation, at the established hourly rates. This shall be a continuing services agreement in accordance with Sec. 287.055, Florida Statutes. No assignment, minimum amount of professional service or compensation is guaranteed under this Agreement.

1.1 Non-Exclusive

This is a non-exclusive Agreement and the Town may secure similar or identical services from other professionals.

1.2 Work Authorizations

1.2.1 For each task or assignment, the Town shall request Consultant to develop for review by the Town:

- (a) a scope of services. Consultant shall describe the Professional GIS Services utilizing the category established in Section 1 of this Agreement;
- (b) an estimate of fees and costs base on the hourly rates established in this Agreement;
- (c) a task/deliverable schedule; and
- (d) a payment schedule based on deliverables

1.2.2 Town and Consultant may negotiate scope definition and fees (at the agreed hourly rates) for each work authorization. Upon mutual agreement of the scope of services, fees and costs, task/deliverable

schedule and payment schedule, a written work authorization for each task shall be executed by Consultant and Town. Town shall not be liable to pay for any Professional Services provided without a properly executed work authorization.

1.2.3 The hourly rates effective for each Work Authorization issued under this Agreement are attached as **Schedule A**.

1.2.4 Fees for work authorizations may be established with an upper limit or “not to exceed” amount or based upon a fixed (lump sum), and all such fees shall be based on the hourly rates attached in Schedule A.

1.2.5 A form of work authorization acceptable to the Town for Consultant’s use is attached to this Agreement.

SECTION 2 – COMPLETION SCHEDULE

2.1 Schedule

Consultant agrees to complete its Professional Services and provided the indicated deliverables in accordance with the schedule approved for each work authorization.

2.2 Delay

2.2.1. Consultant’s Professional Services shall be timely performed in compliance with the schedule or as amended in a writing executed by both parties. If Consultant is delayed at any time in the progress of its Professional Services by any act, failure to act or neglect of the Town, or any separate consultant or contractor hired directly by the Town, or by occurrences beyond the control and without any fault or negligence of Consultant, Consultant shall provide to the Town, within five (5) working days of the date the delay began, written notice of the delay. Provided Consultant has timely notified the Town of such delay, the Town shall amend the schedule in writing, for the time delay actually caused by such occurrence, as determined by the Town in its sole discretion. This extension of time shall be Consultant’s sole and exclusive remedy attributed to such delay.

2.2.2. Consultant acknowledges responsibility for any delay damages suffered by the Town as a result of Consultant’s negligent, reckless or intentional wrongful actions or inactions. In the event that the Town suffers or reasonably believes that it will suffer actual delay damages as a result of Consultant aforesaid actions or inactions, the Town, in its sole discretion, said discretion to be exercised reasonably and in good faith, shall have the right and be entitled to terminate this Agreement upon five (5) day’s written notice and such termination shall not be construed to constitute a breach of this Agreement by the Town.

SECTION 3 - PROFESSIONAL SERVICES FEE & EXPENSES

3.1 Hourly Rates.

Consultant’s hourly rates effective for the term of this Agreement are attached as **Schedule A** and incorporated herein.

3.2 Fee Schedule.

The fee to be paid by the Town to Consultant, for all Professional Services of both Consultant and any of its subcontractors (“Fee”) and administrative reimbursements in connection with a work authorization, shall be set forth in a detailed Fee Schedule attached to each specific work authorization issued under this Agreement. The Fee Schedule shall detail estimated hours by position category for each phase of Professional

Services, along with the hourly rates. All reimbursable expenses and costs, including administrative expenses, documents production, travel, etc., shall be detailed in the Fee schedule. Attached to this Agreement as **Schedule A** is a list of Consultant's hourly rates for every position or level of professional or staff for whom time will be invoiced under this Agreement.

3.3 Professional Service Fee.

3.3.1. The Fee for a work authorization shall not exceed the total amount shown on the Fee Schedule. The Fee may be adjusted, if necessary, by a written amendment to the applicable work authorization, duly approved and executed by Consultant and Town, provided the Town's budget includes, or is adjusted to include, the entire Fee. The Fee shall be the sole compensation paid to Consultant.

3.3.2 The Fee and Fee Schedule for each work authorization shall include all fees or payments that Consultant proposes to pay or make to its subcontractors/vendors under the work authorization.

3.3.3 No minimum or specific amount of Professional Services, work authorizations, tasks, assignment, Fees or compensation is guaranteed under this Agreement.

3.4 Administrative and Travel Expenses.

3.4.1 The Fee and Fee Schedule shall include all administrative out-of-pocket expenses to be reimbursed under this Agreement. Administrative expenses charged to the Town will be credited with all rebates, refunds, or dividends, as well as a proportion of any volume rebates or credits earned with the purchase of materials, goods or services charged to administrative expenses.

3.4.2 Consultant shall maintain complete and orderly documentation underlying all of its invoiced out of pocket expenses, including copies of paid receipts, invoices, or other documentation acceptable to the Town. Such documentation shall be sufficient to establish that the expenses were actually incurred and necessary in the performance of the Professional Services. Any agreed travel, per diem, mileage, meals, or lodging expenses, the cost of which are subject to the Town's prior written approval, shall be paid in accordance with the rates and conditions established by the Town's Travel Policy or the applicable law or ordinance.

3.5 Payment Schedule.

A Payment Schedule tied to the deliverables under the applicable work authorization, which payment schedule shall not be front-loaded, shall be attached to each work authorization.

3.5 Subcontracts.

Sub-contractual services may be invoiced at the actual sub-consultant fees paid by Consultant plus three (3%) for administrative costs.

3.6 Invoices.

3.6.1. Invoices must identify the PO number, the work authorization number and the Contract Number. Invoices shall be submitted directly to: Finance Director, South Martin Regional Utility/Town of Jupiter Island, P.O. Box 395, Hobe Sound, FL 33475. Invoices must identify the PO number and Work Authorization number. Invoices requesting reimbursement of expenses shall include copies of all documentation of the expenses, to the satisfaction of the Town.

3.6.2 Each work authorization shall be invoiced separately.

3.6.3 Invoices for upper limit type work authorizations shall identify the work authorization number and show the actual hours worked, person performing services, Professional Service performed and/or deliverable provided, hourly rate, and dates(s) of service.

3.6.4 Invoices for lump sum type work authorizations shall identify the work authorization number and shall be accompanied by a status report briefly describing the activities and services performed under said work authorization during the billing period.

3.6.5. Invoices received from Consultant pursuant to this Agreement shall be reviewed and are subject to the prior approval of the Town to determine if services have been rendered in conformity with the work authorization and Agreement.

3.7 Payment.

3.7.1. The Fee shall be paid in accordance with the Payment Schedule established for the work authorization and upon acceptance of deliverables satisfactory to the Town and receipt of a proper invoice from Consultant.

3.7.2. Payment of Fees will be made in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., Florida Statutes, as amended, which provides for prompt payment, interest payments, a dispute resolution provided detailed invoices are submitted in compliance with the terms of this Agreement.

3.7.3. No payment made under this Agreement shall be conclusive evidence of the performance of this Agreement by Consultant, either wholly or in part, and no payment shall be construed to be an acceptance of or to relieve Consultant of liability for the defective, faulty or incomplete rendition of the Professional Services.

3.8 "Final Invoice"

In order for both parties to close their books and records, Consultant shall submit its final invoice for each work authorization no later than four (4) months after completion of all Professional Services under said work authorization. Consultant shall clearly indicate "Final Invoice" on its final invoice for each work authorization. Such indication shall certify to the Town that all Services have been properly performed and all charges and costs owed in connection with the work authorization and this Agreement have been invoiced to the Town under the appropriate work authorization. Any requests for reimbursement or fee payment under a work authorization, if not properly included on the final invoice or not submitted within four months of completion of Professional Services, are waived by Consultant.

SECTION 4 - TERM

4.1 This Agreement shall commence as of the date of full execution of this Agreement and work authorizations may be issued under this Agreement for Professional Services to be completed prior to expiration of this Agreement. This Agreement shall expire four (4) years from the date of full execution, subject to the renewal and termination provisions of this Agreement. The Agreement expiration date may be extended for up to two (2) additional years at the sole option of the Town. Any term extension shall be evidenced by a formal written amendment to this Agreement, duly executed by both Town and Consultant.

4.2 Notwithstanding the foregoing, the terms of this Agreement shall continue in force until completion of the Professional Services related to any work authorization duly issued under this Agreement, unless terminated early by either party or pursuant to the termination provisions in this Agreement.

4.3 It is agreed that the indemnity provisions, insurance provisions, the right to audit and all covenants, agreements, representations and warranties made in this Agreement or otherwise made in writing by the Consultant, including but not limited to any representations made relating to disclosure or ownership of documents, shall survive the expiration or termination of this Agreement.

SECTION 5 - MODIFICATIONS TO THE SCOPE

Notwithstanding the foregoing provisions, the Town reserves the right to make changes to a project or the scope of Professional Services under any work authorization at any time, including alterations, reductions or additions thereto. Upon receipt by Consultant of Town's notification of a contemplated change, Consultant shall in writing: (i) provide a detailed estimate for the increase or decrease in Consultant's Fee and other costs that would result from the contemplated change; (ii) notify the Town of any estimated change in the completion date; and (iii) advise the Town how the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules. If the Town so instructs in writing, Consultant shall suspend work on the portion of the scope of services affected by a contemplated change, pending the Town's decision to proceed with the change. If the Town elects to make the change, the parties shall execute a written amendment to the applicable work authorization and Consultant shall not commence work on any such change until such amendment is signed by the parties. It is further acknowledged and agreed that changes or revisions of studies that do not increase or change the overall estimate of time under the schedule shall be considered mere substitution of work for scope of work ("Substituted Services") already included in the Fee. Substituted Services shall not in any circumstances be considered compensable as other expenses, and, to the extent that the event of Substituted Services causes an overall reduction in the amount of time for services considered in the Fee Schedule, such shall result in pro-rata reduction of the Fee.

SECTION 6 - REPRESENTATIONS OF THE CONSULTANT

6.1 Authority.

Consultant hereby represents and warrants to the Town that it has full power and authority to enter into and fully perform its obligations under this Agreement without the need for any further corporate or governmental consents or approvals, and that the persons executing this Agreement are authorized to execute and deliver it.

6.2 Duly Licensed.

Consultant represents that it is duly licensed to perform the Professional Services under this Agreement and that it will continue to maintain all licenses and approvals required to conduct its business.

6.3 No Solicitation.

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach or violation of this provision by Consultant, the Town shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Fee, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

6.4 Public Entity Crimes Act.

Consultant represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes), and certifies that Consultant and any parent corporations, affiliates,

subsidiaries, members, shareholders, partners, officers, directors or executives, and any sub-consultants under this Agreement, are not presently debarred, proposed for debarment or declared ineligible to bid or participate in any federal, state or local government agency projects and are not listed on the Florida convicted vendor list. Violation of this section may result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from Town's competitive procurement activities.

6.5 Standard of Care.

The standard of care for all Professional Services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of Consultant's profession practicing under similar circumstances.

6.6 Ethics Provisions; No Conflicts of Interest.

6.6.1 Consultant represents that it has not given or accepted a kickback in relation to this Agreement and has not solicited this Agreement by payment or acceptance of a gratuity or offer of employment.

6.6.2 Consultant represents that it has not solicited this contract by payment of a gift or gratuity or offer of employment to any official, employee of the Town, or any Town agency or selection committee.

6.6.3 Consultant represents that it does not employ, directly or indirectly, the mayor, members of the Town commission or any official, department director, or head of agency of any member entity of the Town; or member of any board, committee or agency of the Town.

6.6.4 Consultant represents that it does not employ, directly or indirectly, any official of the Town or any member entity of the Town. Consultant represents that it does not employ, directly or indirectly, any employee or member of any board, committee or agency of the Town who, alone or together with his household members, own at least five percent (5%) of the total assets and/or common stock of Consultant.

6.6.5 Consultant represents that it has not knowingly given, directly or indirectly, any gift with a value greater than \$100 in the aggregate in any calendar year to the mayor, members of the Town commission, any department director or head of any Town agency, any employee of the Town or any Town agency, or any member of a board that provides regulation, oversight, management or policy-setting recommendations regarding the Consultant or its business.

6.6.6 Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with its performance under this Agreement. The Consultant further represents that no person having any such interest shall be employed or engaged by it to provide the Professional Services.

6.6.7 Consultant, its officers, personnel, subsidiaries and subcontractors shall not have or hold any continuing or frequently recurring employment, contractual relationship, business association or other circumstance which may influence or appear to influence Consultant's exercise of judgment or quality of the Professional Services being provided under this Agreement. Consultant, its officers, personnel, subsidiaries and subcontractors shall not perform consulting work for any third party that would in any way be in conflict with the Professional Services to be provided to the Town under this Agreement.

6.6.8 Consultant, its officers, personnel, subsidiaries and subcontractors shall not, during the term of this Agreement, serve as an expert witness against Town in any legal or administrative proceeding unless compelled by court process. Further, Consultant agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of Town or in connection with any pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any

administrative or legal proceeding.

6.6.9 Consultant shall promptly notify the Town in writing by certified mail of all potential conflicts of interest or any event described in this Section. Said notification shall identify the prospective business interest or circumstance and the nature of work that Consultant intends to undertake and shall request the opinion of the Town as to whether such association, interest or circumstance would, in the opinion of the Town, constitute a conflict of interest if entered into by Consultant. The Town agrees to notify Consultant by certified mail of its opinion within thirty (30) calendar days of receipt of the said notification and request for opinion. If, in the opinion of the Town, the prospective business association, interest or circumstance would not constitute a conflict of interest by Consultant, the Town shall so state in its opinion and Consultant may, 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 Town by Consultant under this Agreement.

6.6.10 In the event Consultant is permitted to utilize subcontractors to perform any services required by this Agreement, Consultant agrees to prohibit such subcontractors, by written contract, from having any conflicts as within the meaning of this section.

6.8. Lobbying Certification.

Consultant certifies to the best of its knowledge and belief that no Federal or State grant funds or other resources received in connection with this Agreement will be used directly or indirectly to influence legislation or any other official action by a Member of Congress, a member of the Florida Legislature or any state agency.

6.9 Truth in Negotiation Statement

Signature of this Agreement by Consultant serves as the execution of a truth-in-negotiation certificate certifying that the compensation and hourly rates and other expenses or costs to be compensated under this Agreement and the associated work authorizations are accurate, complete and current at the time of contracting. The fees and expenses payable under the contract shall be adjusted to exclude any significant sums should the Town determine that the fees and costs were increased due to inaccurate, incomplete or non-current wage rates or due to inaccurate representations of fees paid to sub-consultants or sub-contractors. Any such contract adjustments must be made within one year following the expiration or termination of this Agreement.

6.10 Financial Capability

Consultant certifies that Consultant has not filed for bankruptcy in the past five (5) years and is financially able to provide Professional Services under this Agreement. Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to meet the completion dates or schedules to be established by work authorizations under this Agreement.

6.11 No Felony or Fraud

Consultant certifies that neither Consultant nor any of Consultant's principals have been convicted of a felony or fraud.

SECTION 7 – RESPONSIBILITIES OF THE TOWN

7.1 Designation of Representative

The Town agrees to designate an individual to act as the Town's representative with respect to the Professional Services to be rendered under this Agreement and any specific work authorization(s), provided that such representative shall not have the authority to amend or modify this Agreement or the work authorizations. Such person shall have complete authority to transmit instructions, receive information and interpret and define the policies and decisions of the Town with respect to Consultant's Professional Services.

7.2 Specification of Town Requirements

The Town agrees to provide information as to the Town's requirements for the task or assignment under a work authorization, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability and budgetary limitations.

7.3 Items to be furnished upon the Consultant's Request

The designated representative of the Town will use reasonable efforts to provide to Consultant, upon Consultant's request, the following information, along with previous reports or studies and any other data relative to design or construction of a project. The Town makes no representation that any such data or documents provided by the Town are accurate or reliable.

7.3.1 Data/ Maps prepared by others relevant to the project;

7.3.2 Appropriate professional interpretations of data prepared by others relevant to the project;

7.3.3 Property, boundary, easement, right-of-way, topographic and utility surveys;

7.3.4 Property descriptions; and

7.3.5 Zoning, deed and other land use restrictions

7.4 Access to Property

The Town agrees to arrange for access to and make all provisions for Consultant to enter the SMRU facilities as required for Consultant to perform services under this Agreement.

7.5 Attendance at Meetings

The Town agrees that a representative of the Town will attend regularly scheduled work authorization and project progress meetings, when requested, held at the Town or Consultant's local office, as well as substantial completion inspections and final inspections. Consultant's Project Manager, or a key team member, will attend all regularly scheduled work authorization and project progress meetings at the dates and times established.

SECTION 8 – DOCUMENTS

8.1 Ownership of Documents.

All maps, plans, drawings, calculation, construction documents, technical specifications, sketches, photographs, videos, illustrations, tracings, PowerPoint presentations, specifications, computer files, electronic data, intellectual property and/or studies or reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, regardless of form or format, will be considered works made for hire and will become the exclusive property of the Town without restriction or

limitation on their use and will be made available, upon request, to the Town at any time during the performance of the Professional Services and/or upon completion or termination of this Agreement. Upon delivery to the Town of said document(s), the Town will become the custodian thereof in accordance with Chapter 119, Florida Statutes. Consultant will not copyright any material and products or patent any invention developed under this Agreement. Consultant specifically waives and releases all rights which Consultant may have in the materials, products or invention pursuant to 17 U.S.C. §§106A and 113(d). Consultant acknowledges and affirms that pursuant to 17 U.S.C. §106A(e) such waiver and release shall be effective as to any and all uses foreseeable and unforeseeable for which such materials, products or invention might be subject. Consultant waives and assigns to Town all copyrights under 17 U.S.C. §101, et seq., and all other rights in the materials, products, invention and any work produced. Any reuse of Consultant's prepared documents by the Town, except for the specific purpose intended under this Agreement, will be at Town's risk and without liability or legal exposure to Consultant or its sub-consultants.

8.2 Obligation to Furnish Documents to the Town

Consultant shall deliver to the Town for approval and acceptance, and before being eligible for final payment of any amounts due under any work authorization(s), all documents and materials prepared for the Town in connection with such work authorization and this Agreement.

SECTION 9 - SMALL BUSINESS PROGRAM

9.1 Small Business Commitment.

Consultant shall comply with the Town's Small Business Ordinance, as adopted from time to time, which is incorporated herein by this reference. Consultant shall comply with the small business commitment contained in Consultant's Proposal. Failure of Consultant to maintain Small Business participation at the proposed level may require evidence of a good faith effort by Consultant and may be considered cause for cancellation of this Agreement and may be considered by the Town as a past performance factor in future procurements. Consultant shall maintain all relevant records and information necessary to document compliance with the Small Business Ordinance and shall allow the Town to inspect and audit such records.

SECTION 10 – STANDARD TERMS AND CONDITIONS

10.1 Consultants Competitive Negotiation Act

The parties confirm that the procurement of the Professional Services under this Agreement was the subject of the competitive selection and negotiation processes mandated by Section 287.055, Florida Statutes, unless specifically exempted therefrom. Consultant acknowledges that the Town complied with all legal requirements under Section 287.055, Florida Statutes.

10.2 Personnel; Staffing; Sub-consultants

10.2.1 Independent Contractor Relationship. All persons employed by Consultant and engaged in any of the work or Professional Services performed by Consultant pursuant to this Agreement shall at all times be subject to Consultant's sole direction, supervision, and control. Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Consultant's relationship and the relationship of its employees to the Town shall be that of an independent contractor and not as employees or agents of the Town. Consultant does not have the power or authority to bind the Town in any promise, agreement or representation other than as may be specifically provided for in this Agreement. Consultant shall be responsible to the Town for all Professional Services or work performed by Consultant or any person or firm engaged as a sub-consultant or subcontractor to perform work in fulfillment of this Agreement.

10.2.2 Personnel. Consultant represents that its project manager and all key staff identified in Consultant's Proposal shall remain assigned to work authorizations under this Agreement, unless otherwise specifically agreed by the Town. All personnel engaged in performing the Professional Services shall be fully qualified and, if required, licensed or permitted under all applicable federal, state and local laws and regulations to perform such services. Consultant specifically acknowledges that its employees will not be covered by the Town's workers' compensation insurance and Consultant will be solely and exclusively responsible for payment of all federal and state income, social security, unemployment and disability taxes due in respect of all compensation and/or other consideration paid by the Town to Consultant under this Agreement.

10.2.3 Non-Discrimination by Consultant. The Consultant warrants and represents that all of its employees and applicants for employment are treated equally without regard to race, color, religion, sex, gender identity or expression, genetic information, national origin, age, disability, familial status, marital status or sexual orientation, and that in providing services, Consultant does not discriminate with regard to any of the aforementioned factors.

10.2.4 Unauthorized Aliens/Patriot's Act. The knowing employment by Consultant or its sub-consultants of any alien not authorized to work by the immigration laws or the Attorney General of the United States is prohibited and shall be a default of this Agreement which results in unilateral termination. In the event that Consultant is notified or becomes aware of such default, Consultant shall take steps as are necessary to terminate said employment with twenty-four (24) hours of notification or actual knowledge that an alien is being employed. Consultant's failure to take such steps as are necessary to terminate the employment of any said alien within twenty-four (24) hours of notification or actual knowledge that an alien is being employed shall be grounds for immediate termination of this Agreement and unilateral termination. Consultant shall take all commercially reasonable precautions to ensure that it and its sub-consultants do not employ persons who are not authorized to work by the immigration laws or the Attorney General of the United States. Consultant further represents that it is not in violation of any laws relating to terrorism or money laundering, including the Executive Order No. 13224 on Terrorist Financing and/or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56., the "Patriot Act").

10.2.5 Selection of Sub-Consultants. Consultant shall obtain the prior written approval of the Town as to each proposed sub-consultant and the Town reserves the right to reject the selection of a particular sub-consultant and to inspect all facilities of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. If it becomes necessary to replace a particular sub-consultant to complete its part of the services under a work authorization Consultant shall promptly do so, subject to prior written approval and acceptance of the new sub-consultant by the Town, which approval shall not be unreasonably withheld.

10.3 Compliance with Laws.

In the conduct of Professional Services under this Agreement, Consultant shall comply in all material respects with all applicable federal and state laws and regulations and all applicable County and Town ordinances and regulations.

10.4 State Taxes.

Consultant understands that in performing the Services for the Town, Consultant is not exempt from paying sales tax to Consultant's suppliers for materials required for Consultant to perform under this Agreement. Consultant shall not be authorized to use the Town's tax exemption number for purchasing supplies or materials.

10.5 Availability of Funds

This Agreement is expressly conditioned upon the availability of funds lawfully appropriated and available for the purposes set out herein as determined in the sole discretion of the Town. If funding for this Agreement is in multiple fiscal years, funds must be appropriated each year prior to costs being incurred. Nothing in this paragraph shall prevent the making of agreements or work authorizations with a term of more than one year, but any agreement or work authorization so made shall be executory only for the value of the Professional Services to be rendered or paid for in succeeding fiscal years. In the event funds to finance this Agreement become unavailable, the Town may terminate this Agreement upon no less than twenty-four (24) hours notice to Consultant. The Town shall be the sole and final authority as to the availability of funds.

10.6 Right to Audit.

Consultant shall maintain (a) timesheets kept in a clear and orderly fashion used to substantiate the monthly invoices to be submitted under this Agreement and (b) adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Professional Services, as well as copies of communications regarding the performance of its obligations under this Agreement, for at least five (5) years after the date of final payment made under this Agreement or the final conclusion of any litigation regarding this Agreement. The Town shall have access to such timesheets, books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at Consultant's place of business located in the State of Florida during the term hereunder and for at least five (5) years after the date of final payment of this Agreement.

10.7 Public Records Law

Consultant shall allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by Consultant in conjunction with this Agreement. Failure by Consultant to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Town. Notwithstanding the foregoing, the documents describing the design of public buildings and facilities may be except from disclosure under the public records laws for security reasons. Consultant will obtain written authorizing from Town prior to disclosing any documents describing the design of public buildings and facilities.

10.8 Confidentiality

Consultant agrees that it will make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Town and securing its consent in writing.

10.9 No Pledge

Consultant shall not pledge the Town's credit or attempt to make the Town a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any other form of indebtedness.

10.10 Insurance.

10.10.1 Consultant shall purchase from and maintain, in a company or companies lawfully authorized to do business in Florida, such insurance as will protect the Town from claims set forth below which may arise out of or result from performance under this Agreement by Consultant, or by a subcontractor of Consultant, or by anyone directly or indirectly employed by Consultant, or by anyone for whose acts Consultant may be liable.

10.10.2 Coverage shall be maintained without interruption from the effective date of this Agreement until date of final payment and termination of any coverage required to be maintained after final payment. Any liability coverage on claims made basis shall remain effective for five (5) years after final payment. If any of the required insurance coverages are required to remain in force after final payment, an additional

certificate evidencing continuation of such coverage shall be submitted along with the application for final payment.

10.10.3 The Town shall be provided a minimum of thirty (30) days prior written notice of any adverse material change, including any reduction, non-renewal or cancellation of Contractor's required insurance coverage, or any increase in the Consultant's self-insurance retention.

10.10.4 Evidence of insurance, being a current ACORD certificate of insurance or its equivalent, executed by the insurer, or its agent or broker, evidencing that a policy of insurance and any required endorsements have been issued by the agent/broker shall be delivered to Town prior to execution of this Agreement. The Certificate of Insurance shall be dated and show the name of the insured, the specific Project or work authorization by name, WA number and contract number, the name of the insurer, the number of the policy, its effective date, and its termination date.

10.10.5 All required insurance (except Worker's Compensation and Professional Liability) shall include an Additional Insured endorsement identifying the Town as Additional Insured. No costs shall be paid by the Town for an additional insured endorsement.

10.10.6 Consultant shall maintain following liability coverage, in the limits specified:

Comprehensive General Liability: Not less than \$1,000,000.00 Combined Single Limit per each occurrence and \$2,000,000 aggregate, with bodily injury limits. May not be subject to a self-insured retention or deductible exceeding \$25,000.

Automobile Liability: Not less than \$1,000,000.00 for injuries per person in any one accident or occurrence and \$1,000,000.00 in the aggregate for injuries per occurrence or accident, with \$100,000.00 for property damage in any one accident or occurrence, or \$300,000.00 Combined Single Limit, covering each motor vehicle. May not be subject to a self-insured retention or deductible exceeding \$10,000.

Worker's Compensation: Worker's Compensation and Employer's Liability Insurance with limits of Employer's Liability Insurance not less than \$500,000 "each accident," \$500,000 "disease policy limit," and \$500,000 "disease each employee."

Professional Liability or Errors and Omissions: Not less than \$2,000,000 per claim, including appropriate prior acts coverage for the period of time the Consultant provided services to the Town. Self-insured retentions or deductibles should not exceed \$50,000.00 for written agreements or contracts with the Town with a value of less than \$1,000,000; and \$100,000 for contracts with a value of \$1,000,000 or more..

10.10.7 Consultant shall ensure that its sub-consultants will maintain during the term of their agreement, the above types of insurance, in coverage amounts acceptable to the Town.

10.10.8 Anything to the contrary notwithstanding, the liabilities of Consultant and any sub-consultants under this Agreement shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverages.

10.11. Indemnification.

Consultant agrees to indemnify, defend, save and hold harmless the Town and its officers, agents and employees, from any claim, demand, suit, loss, cost or expense for any damages that may be asserted, claimed or recovered against or from Town, its officials, agents, or employees by reason of any damage to property or personal injury, including death, and which damage, injury or death arises out of or is incidental to or in any way connected with Consultant's performance of the Professional Services or caused by or arising out of (a)

any act, omission, default or negligence of Consultant in the provision of the Professional Services under this Agreement; (b) property damage or personal injury, which damage, injury or death arises out of or is incidental to or in any way connected with Consultant's execution of Professional Services under this Agreement; or (c) the violation of federal, state, county or municipal laws, ordinances or regulations by Consultant. This indemnification includes, but is not limited to, the performance of this Agreement by Consultant or any act or omission of Consultant, its agents, servants, contractors, patrons, guests or invitees and includes any costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or the investigation thereof. Consultant agrees to pay all claims and losses and shall defend all suits, in the name of the Town, its employees, and officers, including but not limited to appellate proceedings, and shall pay all costs, judgments and attorneys' fees which may issue thereon. Town reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Consultant under this indemnification provision. To the extent considered necessary by the Town, any sums due Consultant under this Agreement may be retained by Town until all of Town's claims for indemnification have been resolved, and any amount withheld shall not be subject to the payment of interest by Town. This indemnification agreement is separate and apart from, and in no way limited by, any insurance provided pursuant to this Agreement or otherwise. This paragraph shall not be construed to require Consultant to indemnify the Town for its own negligence, or intentional acts of the Town, its agents or employees. Nothing in this Agreement shall be deemed to be a waiver of the Town's sovereign immunity under Section 768.28, Florida Statutes. This clause shall survive the expiration or termination of this Agreement.

10.12 Force Majeure

Any deadline provided for in this Agreement may be extended, as provided in this paragraph, if the deadline is not met because of one of the following conditions occurring with respect to that particular project or parcel: fire, strike, explosion, power blackout, earthquake, volcanic action, flood, war, civil disturbances, terrorist acts, hurricanes and acts of God. When one of the foregoing conditions interferes with contract performance, then the party affected may be excused from performance on a day-for-day basis to the extent such party's obligations relate to the performance so interfered with; provided, the party so affected shall use reasonable efforts to remedy or remove such causes of non-performance. The party so affected shall not be entitled to any additional compensation by reason of any day-for-day extension hereunder.

10.13. Termination

10.13.1 Either party may terminate this Agreement for cause in the event that: (1) the other party violates any material provisions of this Agreement or performs same in bad faith or (2) unreasonably delays the performance of its obligations hereunder, upon written notice to said defaulting party five (5) calendar days prior to termination.

10.13.2 In the event this Agreement, or any work authorization, is terminated by the Town for cause, the Town may take over the Professional Services and complete them by contracting with another consultant (s) or otherwise, and in such event, Consultant shall be liable to the Town for any additional cost incurred by the Town due to such termination. "Additional Cost" is defined as the difference between the actual cost of completion of such incomplete Professional Services and the cost of completion of such Professional Services which would have resulted from payments to Consultant had this Agreement, or any work authorization, not been terminated.

10.13.3 The Town shall have the right to terminate this Agreement and any work authorization, in whole or in part, without cause, and for its convenience, upon written notice to Consultant. Consultant shall have no right to terminate this Agreement for convenience.

10.13.4 Upon termination, Consultant shall immediately assemble and deliver all maps, GIS files, documents, drawings, signed and sealed drawings, Construction Documents, Technical Specifications, CADD files, calculations, specifications, correspondence, testing and materials information, warranties, manuals,

written information, electronic data and all other materials in its possession concerning the Professional Services under this Agreement and Town projects to the Town.

10.13.5 In the event of termination, Consultant, upon receipt of the notice of such termination, shall: (1) stop the performance of the Professional Services on the date and to the extent specified in the notice of termination; (2) place no further orders or subcontracts except as may be necessary for completion of any portion(s) of the Professional Services not terminated and as authorized by the written notice; (3) terminate all orders and subcontracts to the extent that they relate to the performance of the Professional Services terminated by the notice of termination; (4) transfer title to the Town (to the extent that title has not already been transferred) and deliver according to the manner, at the times, and to the extent directed by the Town, all property purchased under this Agreement and reimbursed as direct items of cost and not required for completion of the services not terminated; (5) promptly assemble and deliver as provided above all documents related to this Agreement and the work authorizations hereunder; (6) promptly complete performance of any Professional Services not terminated by the notice of termination and/or cooperate in transition of its consulting duties to appropriate parties at the direction of the Town.

10.13.6 In the event of termination, the Town shall compensate Consultant for all authorized Professional Services satisfactorily performed through the termination date, and for costs incurred, under the payment terms contained in this Agreement. In the event of Termination for Cause, no payments to Consultant shall be made (1) for Professional Services not satisfactorily performed and (2) for assembly of and submittal of documents as required under this Agreement. In no event shall Town be obligated to compensate Consultant for lost profits, or any resulting or consequential damages.

10.13.7 Upon termination, this Agreement shall have no further force or effect and the parties shall be relieved of all further liability under this Agreement, except that the provisions of this section and the provisions regarding termination, the right to audit, property rights, insurance, indemnification, governing law and litigation shall survive termination of this Agreement and remain in full force and effect.

10.14 Communications and Notice

All written notices, demands and other communications required or provided for under this Agreement shall be sent by certified mail, return receipt requested, postage prepaid, in the case of mailing, or by overnight or same day courier, or by electronic transmission producing a written record, or hand delivered to the appropriate parties at the addresses listed in **Schedule B**.

10.15 Litigation; Governing Law; Venue; Waiver of Jury Trial

This Agreement shall be construed and interpreted, and the rights of the parties hereto determined, in accordance with Florida law without regard to conflicts of law provisions. The Town and Consultant submit to the jurisdiction of Florida courts and federal courts located in Florida. The parties agree that proper and exclusive venue for any suit concerning this Agreement shall be Martin County, Florida, or the Federal Southern District of Florida. Consultant agrees to waive all defenses to any suit filed in Florida based upon improper venue or *forum nonconveniens*. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

10.16 Remedies

No remedy 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 granted by this Agreement 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 shall preclude any other or further exercise thereof.

10.17 Time of Essence

Time shall be of the essence for each and every provision of this Agreement.

10.18 Waiver.

10.19.1 Any waiver by either party of any one or more of the covenants, conditions, or provisions of this Agreement, shall not be construed to be a waiver of any subsequent or other breach of the same or any covenant, condition or provision of this Agreement.

10.19.2 Nothing in this Agreement shall be interpreted to constitute a release of the responsibility and liability of Consultant, its employees, sub-contractors, agents and sub-consultants for the accuracy and competency of their designs, working drawings, Construction Documents, Technical Specifications or other documents and works, nor shall any approval by the Town be deemed to be an assumption of such responsibility by the Town for a defect or omission in designs, Construction Documents, Technical Specifications or other documents prepared by Consultant, its employees, agents or sub-consultants.

10.20 Headings.

The headings contained in this Agreement are provided for convenience only and shall not be considered in construing, interpreting or enforcing this Agreement.

10.21 Counterparts; Digital Signatures.

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and such counterparts will constitute one and the same instrument. The parties to this Agreement may agree to execute this Agreement, and all subsequent amendment or modifications to it, and work authorizations, by electronic means.

10.22 Severability of Provisions

In the event that any term or provision of this Agreement shall to any extent be held invalid or unenforceable, it is agreed that the remainder of this Agreement, or the application of such terms or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the maximum extent permitted by law.

10.23 Assignment.

This Agreement may not be assigned by Consultant without the written authorization of the Town after Town's determination of the ability of the assignee to perform the Professional Services. This Agreement shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns.

10.24 Attached Schedules

The following Schedules and Forms are attached to this Agreement and incorporated into and made a part of this Agreement:

Schedule A – Hourly Rates
 Schedule B – Notice provisions
 Form of Work Authorization

10.25 Entire Agreement; Controlling Provisions; Amendment

10.25.1 Consultant submitted its Proposal dated September 15, 2016 (the "Proposal") in response to the Request For Qualifications Number 2016-02 "(RFQ 2016-02)" issued by the Town.



JEFF ATWATER
CHIEF FINANCIAL OFFICER

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
DIVISION OF WORKERS' COMPENSATION

**** CERTIFICATE OF ELECTION TO BE EXEMPT FROM FLORIDA WORKERS' COMPENSATION LAW ****

NON-CONSTRUCTION INDUSTRY EXEMPTION

This certifies that the individual listed below has elected to be exempt from Florida Workers' Compensation law.

EFFECTIVE DATE: 10/26/2015 **EXPIRATION DATE:** 10/25/2017

PERSON: BARTON JAMES H

FEIN: 471886339

BUSINESS NAME AND ADDRESS:

FLORIDA TECHNICAL CONSULTANTS, LLC

10327 TRIVERO TERRACE

BOYNTON BEACH FL 33437

SCOPES OF BUSINESS OR TRADE:

ARCHITECTURAL OR
ENGINEERING F

Pursuant to Chapter 440.05(14), F.S., an officer of a corporation who elects exemption from this chapter by filing a certificate of election under this section may not recover benefits or compensation under this chapter. Pursuant to Chapter 440.05(12), F.S., Certificates of election to be exempt... apply only within the scope of the business or trade listed on the notice of election to be exempt. Pursuant to Chapter 440.05(13), F.S., Notices of election to be exempt and certificates of election to be exempt shall be subject to revocation if, at any time after the filing of the notice or the issuance of the certificate, the person named on the notice or certificate no longer meets the requirements of this section for issuance of a certificate. The department shall revoke a

Washington DC

VERIFICATION OF COVERAGE
(SEE BELOW UNDER CAUTIONARY NOTE)

INSURED

JENNIFER ANN MARANGOS
JAMES HERBERT BARTON
12008 N LAKE DR
BOYNTON BEACH, FL 33436-5564

Policy Number: 4085381079
Effective Date: 06-30-16
Expiration Date: 12-30-16
Registered State: FLORIDA

To whom it may concern:

This letter is to verify that we have issued the policyholder coverage under the above policy number for the dates indicated in the effective and expiration date fields for the vehicle listed. This should serve as proof that the below mentioned vehicle meets or exceeds the financial responsibility requirement for your state.

This verification of coverage does not amend, extend or alter the coverage afforded by this policy.

Vehicle Year: 2009
Make: TOYOTA
Model: PRIUS
VIN: JTDKB20U897877776

COVERAGES	LIMITS	DEDUCTIBLES
BODILY INJURY LIABILITY	\$1MIL/\$1MIL	
PROPERTY DAMAGE LIABILITY	\$100,000	
MEDICAL PAYMENTS	\$2,000	
PERSONAL INJURY PROTECTION	BASIC	NON-DED/INSD&REL
UNINSURED MOTORIST/STACKED	\$1MIL/\$1MIL	
COMPREHENSIVE		\$500 DED
COLLISION		\$500 DED

___ Lienholder ___ Additional Insured ___ Interested Party

Additional Information:

Issued 8/8/2016

If you have any additional questions, please call 1-800-841-3000.

CAUTIONARY NOTE: THE CURRENT COVERAGES, LIMITS, AND DEDUCTIBLES MAY DIFFER FROM THE COVERAGES, LIMITS, AND DEDUCTIBLES IN EFFECT AT OTHER TIMES DURING THE POLICY PERIOD. THIS VERIFICATION OF COVERAGE REFLECTS THE COVERAGES, LIMITS AND DEDUCTIBLES AS OF THE ISSUED DATE OF THIS DOCUMENT WHICH IS SHOWN UNDER "ADDITIONAL INFORMATION" OR IF AN ISSUED DATE IS NOT SHOWN, THE DATE OF THIS FACSIMILE.



CERTIFICATE OF LIABILITY INSURANCE

Agenda Page 1 of 1
 DATE (MM/DD/YYYY)
 08/09/2016

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

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

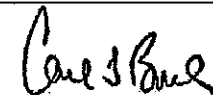
PRODUCER Hiscox Inc 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE INSURER A: Hiscox Insurance Company Inc INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	NAIC # 10200
INSURED Florida Technical Consultants, LLC 401 W. Atlantic Ave. Suite 09 Delray Beach FL 33444		

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	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE	\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
A	Professional Liability	N		UDC-1734967-EO-16	04/18/2016	04/18/2017	Each Claim:	\$ 2,000,000
							Aggregate:	\$ 2,000,000

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

CERTIFICATE HOLDER Town of Palm Beach - Public Works Dept 951 Okeechobee Rd. Suite A West Palm Beach, FL 33401	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 
--	---



CERTIFICATE OF LIABILITY INSURANCE

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

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

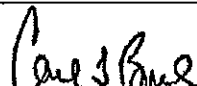
PRODUCER Hiscox Inc. 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007 E-MAIL ADDRESS: contact@hiscox.com FAX (A/C, No):																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Hiscox Insurance Company Inc</td> <td>10200</td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hiscox Insurance Company Inc	10200	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A:	Hiscox Insurance Company Inc	10200																			
INSURER B:																					
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Florida Technical Consultants, LLC 401 W. Atlantic Ave. Suite 09 Delray Beach FL 33444																					

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD / WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	UDC-1734967-CGL-16	04/18/2016	04/18/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ S/T Gen. Agg. \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Town of Jupiter Island, Florida is an additional insured.

CERTIFICATE HOLDER Town of Jupiter Island, Florida 2 Bridge Road Hobe Sound, FL 33455	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 
---	---

8. **Exhibits.**

All attached Exhibits are incorporated fully into this Work Authorization and the Agreement.

CONSULTANT:

TOWN OF JUPITER ISLAND, FLORIDA

By: _____

By: _____

Print Name: _____

Whitney D. Pidot, Mayor

Date: _____, 20____

Date: _____, 20____

Attest: _____

Town Clerk

Professional GIS Services

WORK AUTHORIZATION No. _____

CONSULTANT: _____

Contract No. _____

1. **Project.** _____

2. **Detailed Scope of Professional Services.**

A detailed scope of services under this Work Authorization, in accordance with the phases of service detailed in the Agreement, is attached as Exhibit ____.

3. **Deliverables and Schedule**

For study/design related services: Consultant shall deliver to the Town the deliverables specified at the time indicated on the attached Exhibit ____.

For project administration services: Consultant shall provide project/construction administration services in accordance with the Agreement and project schedule.

4. **Compensation**

The total Fee to be paid to Consultant under this Work Authorization shall not exceed _____, based on the hourly rates currently in effect under the Agreement.

A detailed fee schedule is attached as Exhibit ____.

The payment schedule (based on deliverables) is attached as Exhibit ____.

Total Fee:	Original WA for project/study:	\$ _____
	Amd No. 1 to WA	\$ _____
	Amd No. 2 to WA	\$ _____

5. **Agreement Reference**

This Work Authorization shall be performed under the terms and conditions described within the Continuing Professional Services Agreement, dated _____, 20__, by and between the Town of Jupiter Island, Florida, and _____, Contract No _____.

6. **Small Business.**

Consultant acknowledges that its Proposal contains a statement of Small Business Participation at _____ of the aggregate total value of the work authorizations to be issued under the Agreement. Consultant has attached the SB Statement of Small Business Participation form and any other required small business forms with this Work Authorization.

7. **Insurance.**

Consultant shall maintain insurance coverages in accordance with the Agreement and hereby confirms that Certificate(s) of Insurance evidencing *current* policies meeting the requirements of the Agreement are on file with the Town as of the date of this Work Authorization.

WA # _____

SCHEDULE B

Notice

All notices required by this Agreement shall be sent in accordance with Section 10.14 to the following addresses:

To the Town: Utility Director
SMRU / Town of Jupiter Island
P.O. Box 395
Hobe Sound, FL 33475

To Consultant: James Barton
President
Florida Technical Consultants
401 West Atlantic Avenue, Suite 09
Delray Beach, FL 33444

SCHEDULE A
HOURLY RATES

Position	Rate Aug 2016 – Sept 2018	Rate Oct 2018 – Sept 2020	Rate Oct 2020 – Sept 2022
Project Manager	\$ 135	\$ 140	\$ 145
Senior Professional Engineer	\$ 125	\$ 130	\$ 135
Project Engineer	\$ 115	\$ 120	\$ 125
Project GIS Analyst	\$ 110	\$ 115	\$ 120
Sr. CAD Manager	\$ 95	\$ 100	\$ 105
Field Inspector	\$ 95	\$ 100	\$ 105
Junior Engineer	\$ 95	\$ 100	\$ 105
GIS Specialist	\$ 95	\$ 100	\$ 105
CAD Technician	\$ 80	\$ 85	\$ 90
GIS Technician	\$ 80	\$ 85	\$ 90
Clerical	\$ 50	\$ 50	\$ 55

SCHEDULE A
HOURLY RATES

10.25.2 This Agreement, including the RFQ, the Proposal, and Schedules which are all incorporated into this Agreement in their entirety, embody the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior and contemporaneous agreements and understandings, oral or written, relating to said subject matter.

10.25.3 Except as otherwise specifically provided in this Agreement, in the event of any conflict between the specific provisions of this Agreement and the requirements or provisions of the RFQ and/or Proposal, the provisions shall be given precedence in the following order: (1) this Agreement, (2) the RFQ; and (3) the Proposal. Wherever possible, the provisions of the documents shall be construed in such manner as to avoid conflicts between provisions of the various documents.

10.25.4 This Agreement may only be modified by written amendment executed by the Town and Consultant. Any amendments to this Agreement: (1) shall be subject to the mutual written agreement of the parties; (2) shall be in the form of numbered amendments; (3) shall be executed by both parties; and, (4) shall become part of the public records of the Town. It is expressly understood, moreover, that no oral discussions, assents or representations shall constitute an enforceable amendment to this Agreement unless it is reduced to writing in accordance with this paragraph.

[Signatures on following page.]

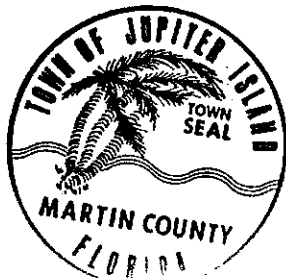
IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement and have hereunto signed in their names by their duly authorized representatives.

ATTEST:

TOWN OF JUPITER ISLAND, FLORIDA

By: *Sven Carter*
Town Clerk

By: *Whitney D. Pidot*
Whitney D. Pidot, Mayor



Date: 9/12/16, 2016

CONSULTANT: *[Signature]*
By: _____

Print Name: James Barton

Title: President



Ninth Order of Business



3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623 office
305-463-8369 fax

August 31, 2016

Coral Springs Improvement District
David McIntosh
10300 N.W. 11TH Manor
Coral Springs, FL. 33071
davidm@fladistricts.com

**Re: Bid # ITB No. 2015-293 – City of Stuart
Sodium Hypochlorite, Liquid**

Dear Mr. McIntosh:

Please use this letter as confirmation that Allied Universal Corporation will allow Coral Springs Improvement District to piggyback on the City of Stuart #ITB No. 2015-293 for Sodium Hypochlorite, with pricing listed below.

Sodium Hypochlorite/Bulk \$0.568/Gal. (Full Truckloads 4500 Gallons)

This bid award was awarded by the City of Stuart on September 14, 2015.

The term of this "piggyback" agreement is from September 14, 2016 to September 14, 2018, during which the Coral Springs Improvement District agrees to purchase from Allied all of the Coral Springs Improvement District sodium hypochlorite requirements for:

Estimated yearly volume 150,000 gallons.

If you are in agreement with this offer along with the terms and conditions as stated on the original bid, and wish to be included in this Bid contract please signify by signing this letter and returning by September 30, 2016 by fax to (305) 463-8369 or by email to markc@allieduniversal.com

I look forward to hearing from you.

Sincerely,

Mark Carlson,
Vice President of Sales

ACCEPTED:

Customer: _____

By: _____

Title: _____

Date: _____

cc: Jim Palmer, AUC President/CEO
Bernie Greenberg, AUC Sales Rep
Carlos C. Fernandez, VP of Sales

3901 NW 115 Avenue
Miami, Florida 33178
305-888-2623

9501 Rangeline Road
Ft. Pierce, Florida 34987
772-464-6195

30 Neil Cunn Drive
Ellisville, MS 39437
601-477-2550

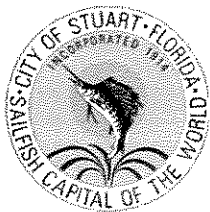
5215 W. Tyson Avenue
Tampa, Florida 33611
813-832-4868

8350 NW 115 Avenue
Miami, Florida 33166
305-888-2623

204 SCM Road
Brunswick, GA 31525
912-267-9470

1405 Possum Hollow Road
Ranger, GA 30734
706-334-7377

2100 Port Road
West Memphis, AR 72301
870-732-3107



City of Stuart

121 SW Flagler Avenue • Stuart • Florida 34994
 Department of Financial Services
 Procurement and Contracting Services Division

Lenora Darden, CPPB
 Procurement Manager
purchasing@ci.stuart.fl.us

Telephone (772) 288-5320
 Fax: (772) 600-0134

September 17, 2015

Via: Email transmission, cathieg@allieduniversal.com

Allied Universal Corporation
 Attn: Mr. Robert Namoff
 3901 NW 115 Avenue
 Miami, FL 33178

Subject: Notice of Award
 ITB No. 2015-293, Chemicals for Water Treatment/Water Reclamation Facilities

Dear Mr. Namoff:

The Stuart City Commission awarded ITB No. 2015-293, Chemicals for Water Treatment/Water Reclamation Facilities, to your firm on Monday, September 14, 2015, in the amount of **\$68,160.00**. Please consider this your formal notice of award. The City of Stuart requests that you provide all necessary insurance requirements within 10 days (September 27, 2015) as listed below:

A "Certificate of Insurance" which reflects all types and levels of coverage as noted in the Request for Proposal. The insurance certificate must also have printed in the "Remarks" box, words to the effect: **"The City of Stuart is an additional insured"**. The City requests that the insurance certificate lists the **project number and the project name**, ITB No. 2015-293, Chemicals for Water Treatment/Water Reclamation Facilities.

Orders from the City of Stuart will be placed throughout the contract period through the issuance of a Blanket Purchase Order, which will serve as your contract and notice to proceed, upon receipt of required documents. All services shall be coordinated with the City Project Manager, Mike Woodside at 772-288-5343 ext. 5444.

The initial contract period will be for one year, effective October 1, 2015 through September 30, 2016, with two one-year renewal options. The City reserves the right to exercise the option to renew annually, if mutually agreed upon in writing by both parties subject to the same terms and conditions of the original agreement. Annual renewals shall be subject to the appropriation of funds, vendor's satisfactory performance and determination that the contract renewal is in the best interest of the City.

The City of Stuart looks forward to a mutually beneficial business relationship. If you have any questions, please feel free to contact me by email at purchasing@ci.stuart.fl.us or call me at (772) 288-5320.

Sincerely yours,

Procurement Manager

Cc: Dave Peters, Assistant Public Works Director
 Mike Woodside, Team Leader II
 Catherine Guillarmod, Executive Administrator
 2015-293 ITB File



Cathie Guillarmod <cathieg@allieduniversal.com>

RE: Bid 2015-293 Chemicals water treatment/Water reclamation Facility

1 message

Darden, Lenora <ldarden@ci.stuart.fl.us>
 To: Cathie Guillarmod <cathieg@allieduniversal.com>

Fri, Sep 11, 2015 at 11:51 AM

<u>Item</u>	<u>Vendor</u>	<u>Chemical</u>	<u>Amount</u>
1	Allied Universal Corporation	Sodium Hypochlorite	\$68,160.00
2	Tanner Industries, Inc.	Anhydrous Ammonia	\$14,052.50
3	Florida Chemical Supply Inc.	Hydrofluorosilicic acid	\$8,700.00
4	Cheney Lime & Cement	Pebble Quicklime	\$124,880.00
5	Brenntag Mid South Inc.	Hydrochloric Acid	\$2,337.50
6	Shannon Chemical Corporation	Sodium Hexametphosphate	\$19,646.00
7	Sterling Water Technologies	Anionic Dry Polymer	\$5,569.98
8	Fort Bend Services, Inc.	Cationic Liquid Polymer	\$14,128.40
9	Thatcher Chemical of Florida, Inc	Liquid Ferric Sulfate	\$40,320.00
10	Brenntag Mid South Inc.	Liquid Ferric Chloride	\$28,050.00

Cathie Guillarmod

Lenora S. Darden, CPPB

Procurement Manager

City of Stuart

Procurement & Contracting Services Division

121 SW Flagler Avenue, Stuart, FL 34994-2172

Email: ldarden@ci.stuart.fl.us

Phone: (772) 288-5308 Fax: (772) 600-0134





City of Stuart
 121 SW Flagler Avenue
 Stuart, FL 34994
 Department of Financial Services

Lenora Darden
 Procurement Manager

Procurement & Contracting Services Division
 772.288.5320 PHONE

772.600.0134 FAX
purchasing@ci.stuart.fl.us

INVITATION TO BID

FOR: CHEMICALS: WATER TREATMENT/WATER RECLAMATION FACILITY

DATE: June 22, 2015

DEPT: Public Works

BID NUMBER: 2015-293

THIS IS NOT AN ORDER

Bids will be opened and publicly read aloud at City Hall, 121 S.W. Flagler Ave., Stuart, FL at **2:30 pm on Wednesday, the 29th day of July, 2015.** Bids must be SUBMITTED ON THE desired.

Please attach this completed form as the top sheet for all bids submitted. Bid bonds, if required, may be in the form of a Surety Bond, Cashier's Check or Certified Check (checks payable to The City of Stuart).

Bidder's Name	<u>Catherine Guillarmod</u>
Company Name	<u>Allied Universal Corporation</u>
Street Address	<u>3901 NW 115 Avenue</u>
City, State, Zip	<u>Miami, FL 33178</u>

Total Amount of Bid \$ 68,160⁰²

It is the intent and purpose of the City of Stuart that this Invitation to Bid promotes competitive bidding. It shall be the bidder's responsibility to advise the Procurement Division if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation to Bid to a single source. Such notification must be submitted in writing and must be received by the Procurement Division not later than ten (10) days prior to the bid opening date.


Hand Deliver Mail/Express Bids to:
Stuart City Hall
Procurement & Contracting Services Office
121 S.W. Flagler Avenue
Stuart, Florida 34994

A1 INSTRUCTIONS TO BIDDER

- A1.1 Each bidder shall furnish the information required on the bid schedule and each accompanying sheet thereof on which he makes an entry. Offers submitted on any other format are subject to disqualification.
- A1.2 All bids must be submitted in a sealed envelope plainly marked on the outside with the invitation to bid number, date and time of opening.**
- A1.3 All Bids Must Be Submitted in Triplicate. This includes specifically the bid cover page, the bid signature section (A2), any section on which annotations are required or exceptions are taken, the bid schedule (F), and any supporting documentation or literature being submitted with your bid.**
- A1.4 It is the bidder's responsibility to assure that Bids are received in the City of Stuart Procurement & Contracting Services Office, 121 SW Flagler Avenue, Stuart, Florida 34994, not later than **2:30 p.m., on the day and date shown above.** Any received after this date and time will not be accepted or considered, and will be returned unopened to the bidder. No telegraphic or facsimile offers will be considered.
- A1.5 Bids will be publicly opened and read aloud in the 1st Floor Conference Room at City Hall on the above appointed date at 2:30 p.m. or as soon as possible thereafter.
- A1.6 Bids may not be withdrawn for a period of 30 days after the public opening date.
- A1.7 Bidder's attention is specifically called to the terms and conditions of this solicitation.
- A1.8 Please check your prices before submitting your bid, as no change in prices will be allowed after the opening. All prices and notations must be in ink or typewritten. Be sure your bid is signed.
- A1.9 All items quoted must be in compliance with the specifications. Alternate bids will not be considered unless they are specifically called for in this solicitation.
- A1.10 Any actual or prospective bidder who protests the reasonableness, necessity or competitiveness of the terms and/or conditions of the invitation to bid, selection or award recommendation shall file such protest in writing to the Stuart City Manager with a copy to the City Procurement & Contracting Services Manager.
- A1.11 Questions relative to interpretation of specifications or the solicitation process shall be addressed to the Purchasing Agent, in writing, in ample time before the period set for the receipt of bids. Any interpretations, clarifications or changes made will be in the form of written addenda issued by the Procurement Office. Oral answers will not be authoritative.
- A1.12 It will be the responsibility of the bidder to contact the Procurement Office prior to submitting a bid to ascertain if any addenda have been issued, to obtain all such addenda, and to return executed addenda with their bid. **The Procurement & Contracting Services Office is located at 121 SW Flagler Avenue, Stuart, Florida 34994, telephone # (772) 288-5320, Fax (772) 600-0134, and email purchasing@ci.stuart.fl.us.**

A2 BID SIGNATURE SECTION

- A2.1 This sheet must be signed by a person authorized to sign for your firm and returned with your bid. Failure to comply will result in disqualification of submittal.
- A2.2 Delivery shall be a factor in award. Failure to perform within delivery deadline(s) set forth in the specifications or any other contract document shall constitute default.
- A2.3 Section Not Used
- A2.4 The City reserves the right to reject any or all bids, without recourse, to waive technicalities or to accept the bid which in its sole judgment best serves the interest of the City. Cost of submittal of this bid is considered an operational cost of the bidder and shall not be passed on to or be borne by the City.
- A2.5 Goods, services, supplies or equipment covered in the specifications shall be delivered F.O.B. Destination.
- A2.6 The City may accept any item or group of items on any bid unless the offeror qualifies his bid by specific limitations.
- A2.7 Bidders are requested not to contact the City Commission, requesting/evaluating Departments or Divisions after bids are opened. Any questions from bidders or evaluating Departments or Divisions will be answered through the Procurement Division.
- A2.8 If not bidding any or all items, please so state.
- A2.9 Bidders are expected to examine the specifications, delivery schedule, bid prices, extensions and all instructions pertaining to supplies and services. In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly. Bids having erasures or corrections must be initialed in ink by the Bidder.
- A2.10 Failure to comply with these instructions may result in disqualification of your bid.**

<u>Allied Universal Corporation</u>	<u>July 24, 2015</u>	<u>cathieg@allieduniversal.com</u>
Firm Name	Date	Email Address
	<u>305-888-2623</u>	
Authorized Signature (Manual)	Telephone Number	
<u>Catherine Guillarmod</u> <u>Executive Administrator</u>	<u>305-463-8369</u>	
Name/Title (Please Print)	Facsimile Number	

Any questions regarding this Invitation to Bid should be addressed to the Procurement & Contracting Services Office, City of Stuart, Florida. Contact Purchasing: Email: purchasing@ci.stuart.fl.us, and Fax # (772) 600-0134.

B. GENERAL PROVISIONS

- B1. **Payment/Invoicing:** No payment will be made for materials ordered without proper purchase order authorization. Payment cannot be made until materials, goods or services have been received and accepted by the City in the quality and quantity ordered. Payment will be accomplished by submission of invoice, in duplicate, with Purchase Order Number referenced thereon and mailed to: Financial Services Department, 121 S.W. Flagler Avenue, Stuart, FL 34994. Payment in advance of receipt of goods or services by the City of Stuart cannot be made.
- B2. **Purchasing Card Program:**
- A. Preferred method of payment is by means of the City of Stuart Purchasing Card (VISA). The selected Bidder(s) can take advantage of this program and in consideration receive payment within several days, instead of the City's policy of Net 30 Days After Receipt of Invoice (ARI).
 - B. Bidders are requested to acknowledge acceptance of purchasing VISA card on the Bid Schedule. In the event of failure on the part of the Bidder to make this statement, the City shall assume the purchase or Contract price shall be governed by the Net 30 ARI.
 - C. The City of Stuart offers bidders who commit to accepting the Purchasing Card as payment, a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the original bid price.
- B3. **Fund Availability:** Any contract resulting from this solicitation is deemed effective only to the extent of appropriations available.
- B4. **Permits/Licenses/Fees:** Any permits, licenses or fees required will be the responsibility of the successful bidder, no separate payment will be made. Adherence to all applicable code regulations (Federal, State, County, City), are the responsibility of the successful bidder. Confined space permit may be required from the City of Stuart. Please see Section B23. **Safety Standards.**
- B5. **Taxes:** The City of Stuart does not pay Federal excise or State sales taxes. Our tax exemption number is 85-8012740159C-6.
- B6. **Warranty:** The bidder shall state the warranty offered against defective workmanship and material, if required, as specified in Section C-Special Provisions.
- B7. **Independent Pricing:** By submission of this bid, the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other offeror or with any competitor for the purpose of restricting competition, or in any other way influencing the competitive arena.
 - B. Unless otherwise required by law, the prices, which have been quoted in this bid, have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly to any offeror or to any competitor.
 - C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or to not submit a bid for the purpose of restricting competition, or in any other way influencing the competitive arena.
- B8. **Inspection/Acceptance Title:** Inspection and acceptance will be at the City of Stuart's ordering department/division unless otherwise stipulated. Title and risk of loss or damage to all items shall be the responsibility of the vendor until accepted by the using department of the City, unless loss or damage results from negligence by the City or its using Department.
- B9. **Changes:** the City of Stuart reserves the right to order, in writing, changes in the work within the scope of the contract such as change in quantity or delivery schedule. The contractor has the right to request an equitable price adjustment in cases where modifications to the contract under the authority of this clause result in increased costs to the contractor.
- B10. **Liability:** The vendor shall act as an independent contractor and not as an employee of the City of Stuart. The successful bidder is required to indemnify, defend, and hold and save harmless the City, its officers, agents, and employees, from damages arising from the vendor's performance of, or failure to perform, any task or duty required to be performed by the vendor.
- B11. **Conflict of Interest:** All offerors must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of the City of Stuart. Further, all bidders must disclose the name of any City officer or employee who owns, directly or indirectly an interest of ten percent (10%) or more of the bidder's firm or any of its branches.
- B12. **Termination for Convenience:** The City of Stuart reserves the right to terminate the Agreement in whole or part by giving the vendor written notice at least thirty (30) days prior to the effective date of the termination. Upon receipt of termination notice from the City, the vendor shall only provide those services specifically approved or directed by the City. All other rights and duties of the parties under the Agreement shall continue during such notice period, and the City of Stuart shall continue to be responsible to the vendor for the payment of any obligations to the extent such responsibility has not been excused by breach or default of the vendor.

Upon termination, vendor shall bill the City of Stuart for all amounts not previously billed and due the vendor at that time. The vendor shall not be entitled to a professional fee nor to expenses for any work commenced or expenses incurred after the vendor received the notice of termination, unless specifically approved or requested by the City. The vendor shall however, be entitled to payment for services commenced and approved by the City prior to the receipt of notice, or with the express written consent of the City, prior to the effective date of termination.

- B13. **Termination for Default:** The performance of the Agreement may be terminated by the City of Stuart in accordance with this clause, in whole or in part, in writing, whenever the City shall determine that the contractor has failed to meet performance requirement(s) of the Agreement.
- B14. **Venue:** Any contractual arrangement between the City of Stuart and the vendor shall be consistent with, and be governed by, the ordinances of Martin County, the City of Stuart, the whole law of the State of Florida, both procedural and substantive, and applicable federal statutes, rules and regulations. Any and all litigation arising under any contractual arrangement shall be brought in the appropriate court in Martin County, Florida.
- B15. **Contract Modifications:** In addition to changes made under the changes clause, any contract resulting from this solicitation may be modified within the scope of the contract upon the written and mutual consent of both parties, and approval by appropriate legal bodies in the City of Stuart.
- B16. **The Contract:** Notice of award by the City of Stuart will constitute acceptance of the Bid. This bid package, including all terms, conditions and specifications, signed by the successful bidder along with the documentation included in the bidders submittal as required by this Invitation to Bid and other additional materials submitted by the bidder and accepted by the City shall constitute the contract. After notice of award, a valid certificate of insurance shall be issued to the City within 10 days. A purchase order will serve at the contract with an effective date of October 1, 2015.
- B17. **Force Majeure:** Neither party to this agreement shall be liable to the other for any cost or damages if the failure to perform the agreement arises out of causes beyond the control and without the fault or negligence of the parties. Such causes may include, but are not restricted to, acts of God, fires, quarantine restriction, strikes, and freight embargoes. In all cases, the failure to perform must be totally beyond the control and without the fault or negligence of the party. The delivery schedule, if applicable, shall be extended by a period of time equal to the time lost due to such delay.
- B18. **Proposal as Public Domain:** All documents and other materials made or received in conjunction with this project will be subject to public disclosure requirements of chapter 119, Florida Statutes. The bid will become part of the public domain upon opening. **Vendors shall not submit pages marked "proprietary" or otherwise restricted"**

- B19. **Equal Opportunity:** The City of Stuart recognizes fair and open competition as a basic tenet of public procurement and encourages participation by minority and women owned business enterprises. The City requests minority and women owned business enterprises submit evidence of certification with submittals.
- B20. **Assignment & Subcontracting:** The successful bidder will not be permitted to assign its contract with the City, or to subcontract any of the work requirements to be performed without obtaining prior written approval of the City of Stuart.
- B21. **Insurance:** The contractor shall, during the entire period of performance of any contract resulting from this solicitation, procure and maintain at least the minimum types of insurance as stipulated in the insurance attachment to this solicitation. Proof of such insurance must be provided to the City prior to beginning any contract performance.
- B22. **Additional Terms and Conditions:** No additional terms and conditions included with the bid response shall be evaluated or considered; any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposely through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists, or warranties it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid and the bidders authorized signature affixed to the bid signature section attests to this.
- B23. **Safety Standards:** All contractors and sub-contractors shall adhere to all Federal, State, County and City safety regulations and requirements. The City of Stuart safety manual is available for use by any vendor contracted to provide services, supplies and/or equipment to the City of Stuart.
- B24. **Public Entity Crimes:** Pursuant to the requirements of Section 287, Florida Statutes, all vendors are subject to those provisions pertaining to Public Entity Crimes and the Convicted Vendor List.
- B25. **Public Records:** In compliance with F.S. 119.0701 the Professional shall:
- A. Keep and maintain public records that would ordinarily and necessarily be required by the public agency in order to perform the service. This includes, without limitation, any and all financial, accounting, operational or service records or reports kept, generated or issued as a normal part of the services provided.
 - B. Provide the public with access to these public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 - C. Ensure that public records that are considered exempt or confidential, and therefore exempt from public records disclosure requirements, are not disclosed except as authorized by law.

- D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Professional upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
- E. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency."
- F. If the Contractor does not comply with a public records request, the public agency shall enforce the contract provisions in accordance with the Contract.

C. SPECIAL PROVISIONS

- C1. **Intent:** The City of Stuart is seeking qualified and experienced vendors to furnish and deliver the specified chemicals on an "as needed" basis, in full accordance with the specifications, terms, and conditions contained in this Invitation to Bid (ITB).
- C2. **Minimum Requirements:** The bidder should submit the following information with their bid package to be considered responsive in order for the City to fully evaluate the firm's qualifications. Failure to fully submit the requested information may result in the bid being considered non-responsive.
 - A. Bidders are to provide a minimum of three (3) satisfactory references within the past five (5) years of similar accounts and size on the City provided form. Bidder is responsible for verifying correct phone numbers and contact information. Failure to provide accurate data may result in the reference not being obtained or considered.
 - B. Bidder must be an authorized agent, dealer, seller, or distributor for the sale and distribution of product.
 - C. Completion and submission of Questionnaire attached herein.
- C3. **References:** As part of the evaluation process, the City may conduct an investigation of references including a record check of consumer affairs complaints. Bidder's submission of bid constitutes acknowledgment of the process and consent to investigate. City is the sole judge in determining Bidder's qualifications.
- C4. **Qualification of Bidders:** This bid shall be awarded only to a responsive and responsible bidder, qualified to provide the work specified. Bids will be considered from firms who have adequate personnel and equipment and who are so situated as to perform prompt service. Bids will be considered only from firms which are regularly engaged in the business as described in this bid package; with a record of performance of not less than five (5) years, which have sufficient financial support, equipment, and organization to ensure that they can satisfactorily execute the service if awarded an Agreement under the terms and conditions herein stated. The terms "equipment and organization" as used herein shall be construed to mean a fully equipped and well-established company in line with the best business practice in the industry and as solely determined by the City.

- C5. **Quality:** The City will make the sole determination as to the suitability of goods when quality is a question or concern.
- C6. **Minimum Payment Terms:** Minimum payment terms shall be Net 30 days.
- C7. **F.O.B. Point:** F.O.B. point is **destination** for all deliveries. (See Section E5).
- C8. **Firm Prices:** The prices offered shall remain firm for the period of any agreement reached as a result of this invitation to bid.
- C9. **Other Entity Use:** The successful bidder(s) may be requested to convey their bid prices, contract terms and conditions, to municipalities or other governmental agencies within the State of Florida.
- C10. **Silence of Specifications:** The apparent silence of these specifications and any addenda hereto, as to any details; or the omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that the service provided shall be complete and without additional requirement to the utilizing public entity. All interpretations of these specifications shall be made upon the basis of this statement.
- C11. **Attachments:** There are five (5) attachments to this Invitation to Bid. The successful bidder must comply with attachments as follows:

- Attachment A Insurance Requirements ~Proof of ability to obtain insurance to be submitted with bid document.
- Attachment B Qualifications/Experience of Bidder
- Attachment C References
- Attachment D Bidder's Checklist
- Attachment E Statement of No Bid

D. AWARD OR REJECTION OF BIDS

- D1. **Award of Contract:** The City of Stuart intends to award to the most responsive responsible bidder with the lowest bid. The purchase order will serve as the notice to proceed.
- D2. **Method of Award:**
 - A. The City intends to award this bid on an item by item basis to a Primary bidder. Award of the primary will be determined in order of responsiveness, delivery, acceptance of purchasing card program, materials and service proposed, along with bidder's qualifications, adequate organization, and personnel to ensure prompt and efficient performance of work to the City. After the bid has been awarded, the Primary bidder will be used in every instance of ordering products as long as their firm is capable of delivering the product/material in question within the time specified in this bid. If the Primary bidder is not able to deliver the product in

question within the specified time, the City reserves the right to contact the secondary bidder with the subsequent lowest responsive responsible bid accordingly.

- B. Bidders are required to bid all items in Section E9, Technical Specifications and Bid Form to be considered. Bidder should not reference the words “No charge, N/A, included, etc.” on any of the line items. Vendor must identify a monetary amount for each line item. If vendor is not providing a bid price for an item, zero (0) must be designated on that line item. Failure to identify a monetary amount for each item may cause bidder’s bid response to be considered non-responsive and rejected.
- D3. **Modifications:** This bid shall be awarded only to a responsive and responsible bidder. Bidder hereby certifies that the terms and conditions, including but not limited to, the scope of work have not been altered or modified in any manner. Any modification to this solicitation by the bidder will result in Bidder’s response being found non-responsive and thereby disqualified.
- D4. **Best Prices:** Award will be made without further negotiation based upon competitive bids; therefore your best price should be submitted in response to this invitation to bid.
- D5. **Rejection of Bids:** The City of Stuart reserves the right to reject any or all bids with or without cause when such rejection is in the best interests of the City, at the City’s sole determination. The City also reserves the right to reject the bid of a bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or whom investigation shows is not in a position to perform the contract.
- D6. **Determining Responsibility:** In determining responsibility, the following qualifications will be considered by the Procurement & Contracting Services Manager:
- A. The bidder's ability, capacity and skill to perform the contract or provide the service within the time specified.
 - B. The reputation, judgment and experience of the bidder.
 - C. The quality of performance of previous contracts or services including previous performance with the City.
 - D. Previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
 - E. Financial resources of the bidder to perform the contract or provide the service.
 - F. Ability to provide future maintenance and service for the use of the subject of the contract.
 - G. Whether the bidder is in arrears to the City on a debt or contract or is a defaulter on surety to the City, or whether the bidder's taxes or assessments are delinquent.

- D7. **Contract Terms:** At all times during the term of the contract, the successful Contractor shall act as an independent Contractor and at no time shall be considered an agent or partner of the City.
- A. **Contract Period:** This contract shall be awarded for an initial term of one (1) year subsequent to approval by the City Commission effective October 1, 2015. The contract may be renewed for two (2) additional one year periods provided both the successful bidder and the City agree and all terms and conditions remain the same. Any contract or amendment resulting from this solicitation shall be subject to fund availability and mutual written agreement between the City and the successful bidder. Extension of the contract for additional thirty (30) day periods for the convenience of either party shall be permissible at the mutual consent of both parties.
- B. **Option to Extend:** The performance period of any contract resulting from this solicitation may be extended upon mutual agreement between the contractor and the City of Stuart with no change in terms or conditions. Any extension of performance period under this provision shall be in one-year increments. The contract may be renewed for two (2) additional one-year periods, provided both parties are in agreement. Total contract length, including individual one-year extensions, shall not exceed three (3) years. Consideration of price increases at each renewal period will be given provided such escalations are reasonable and acceptable to the City. Any price increases must be justified, documented and approved by the City of Stuart. It is also expected that de-escalation of prices will be extended to the City if the market so reflects.
- C. **Contract Amendment:** The City may require additional items of a similar nature, but not specifically identified in the contract. The Contractor agrees to provide such items/services, and shall provide the City prices on such additional items or services based upon a formula or method which is the same or similar to that used in establishing the prices in this bid. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items/services from other vendors or to cancel the contract. Furthermore, the City reserves the right to delete or revise items and services under this bid at any time during the contract period when and where deemed necessary. Deletions may be made at the sole discretion of the City at any time during the contract period. Items revised must be mutually agreed upon in writing by the Contractor.
- D. **Non Exclusive Contract:** Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services at its sole option.
- D8. **Method of Ordering:** A blanket purchase order shall be issued for the term of the award. The department(s) will order requirement(s) on an "as needed" basis. All terms, conditions and prices of the bid are applicable. Only awarded bid items may be purchased. Vendor is to take all necessary steps to insure this requirement. Invoices must reference Purchase Order.
- D9. **Quantities:** The quantities specified are based on annual estimates. The City of Stuart

makes no guarantee regarding the quantity to be purchased and reserves the right to increase or decrease the total quantities, as necessary, to meet actual requirements.

- D10. **Performance:** The City heavily monitors the quality and performance of work performed and/or supplies furnished by the awarded vendor for future consideration and/or reference purposes. The City may return, for full credit, any item(s) received which fail to meet the City's performance standards.

E. SCOPE OF SERVICE

E1. General Information:

- A. The purpose of this bid is to purchase the specified chemicals on an "as needed" basis delivered to designated City of Stuart locations. Chemicals will be ordered on an "as needed" basis for the term of the agreement.
- B. Contract shall allow for all labor, materials, supplies, transportation, services and related services to supply chemicals to the City's Water and Water Reclamation Facilities on an "as needed" basis.

- E2. **Material Safety Data Sheet and Certificate of Analysis:** : In compliance with Florida's Occupational Safety and Health Statute (Chapter 442) any commodity delivery as a result of this bid must be accompanied by a current MSDS and Certificate of Analysis (COA) with bid package submittal and with each receipt of order.

Note: It is incumbent upon all bidders to include information sufficient in detail to allow for an informed decision process.

- E3. **Codes & Regulations:** Goods must be in accordance with the following:

- National Science Foundation (NSF)
- American Water Works Association(AWWA)
- Conformance with any other applicable local codes and standards

E4. Contractor Responsibility:

- A. The bidder shall be responsible for the protection of property in the areas appointed for delivery against spills. Contractor is responsible for clean-up of any spills.
- B. It is hereby made a part of this agreement that before, during and after a public emergency, disaster, hurricane, flood or Act of God that the municipal government, through the City of Stuart, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation that threatens public health and safety.

E5. Delivery Requirements:

- A. All prices quoted shall be F.O.B. destination, freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims). The successful bidder shall be fully responsible for any and all travel expenses and/or delivery/transport charges to and from destination. Exact delivery points will be indicated on the purchase order. All bid prices shall be delivered price. The City will not be responsible for separate delivery fees.
- B. Delivery is requested within 72 hours after receipt of purchase order. Delivery coordination shall be made in advance with the City's Project Manager. No deliveries will be accepted before 7:00am or after 3:00pm. Back-orders shall be made known to the City at time of order placement. Failure to supply deliveries within requested time period may result in contract cancellation. Delivery locations are as specified below.
- C. The product shall be delivered on site to two (2) locations:
- Water Treatment Plant: 1002 Palm Beach Road, Stuart, Florida 34994
 - Water Reclamation Facility: 301 SE Stypmann Boulevard, Stuart, Florida 34994

E6. **Quality Assurance & Returned Goods:** All material shall conform to Florida Department of Transportation Standard Specifications latest edition. The successful bidder upon receipt of a purchase order shall assure the product conveyed is of the correct quantity and meets all specifications of the bid, purchase order and order release. Material, which does not meet bid and purchase order specifications and requirements, including quality standards, shall be subject to return to the vendor, at the expense of the vendor.

E7. **Alternate/Exceptions:** The Bidder shall be responsible for reading very carefully, and understanding completely, the requirements and the specifications of the items requested. Any deviation from specifications listed herein must be clearly indicated, otherwise it will be considered that items offered are in strict compliance with these specifications, and the successful bidder will be held responsible therefore; exceptions must be explained in detail on an attached sheet(s) and itemized by number. Any item(s) that does not meet City specifications upon delivery will not be accepted and if the item cannot be brought up to specifications in a reasonable time, the Bidder will be required to compensate the City for the difference in price entailed in going to the next qualified bidder. Bidders offering equivalent items must meet the general design and style given for the "as specified" item.

E8. **Technical Specifications:** The intent of this solicitation is to receive bids for the product specified. The materials specified cannot be substituted with any other materials. City of Stuart personnel shall make all determinations of equipment equivalence and compliance with specifications. Those determinations shall be final. These specifications are based on a particular level of performance required to be responsive to this ITB. Determination of whether an alternate product be offered, a detailed description of specifications **must** be submitted and included with your bid. Failure to comply will result in disqualification of

the bid submittal as non-responsive. Vendors will describe how they comply when asked to specify their compliance.

Technical Specifications					
Item No.	Chemical Description	Physical Data	Individual Shipment Quantities	Compliance	Used at WTP WWTP
1	Liquid Sodium Hypochlorite	Density 1.10 – 1.30, SpG (10%) 1.163, (12%) 1.202 Color: liquid=green-yellow Minimum strength of 120 grams per liter (12 trade percent by volume) Contaminant concentration limits: Iron < 0.3 mg/L Copper < 0.3 mg/L Nickel: < 0.3 mg/L Chlorate: < 2,500 mg/L Bromate < 20 mg/L Perchlorate < 20 mg/L Suspended Solids Test Time < 3 minutes The suspended solids in the sodium hypochlorite delivered under this contract shall be minimized and the shipments delivered shall achieve a filtration time of less than 3 minutes for 1,000 ml when applying the “Suspended Solids Quality Test for Bleach Using the Vacuum Filtration” Method co-developed by Dr. Bernard Bubnis of NovaChem.	5,000 gallon combined deliveries, Tanker Truck	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	WTP WWTP
2	Anhydrous Ammonia	SpG 0.62 @ 60 F, pH+ 11.6 (1 N sol. In water) % volatile by volume: 100 Solubility in water: 33% @ 68F Vapor density: 0.6 @ 32 F Metallurgical Grade Anhydrous Ammonia	City owns a 1,000 gal tank, The average delivery size is 600 gals/3,000 lbs	Yes <input type="checkbox"/> No <input type="checkbox"/> NO BID	WTP
3	Hydrofluosilicic Acid	23 – 25% AWWA Standard B703-06 No more than 0.020% heavy Metals (Mercury, Lead, Bismuth, and Copper expressed as Lead	300 gallon deliveries, Tanker Truck	Yes <input type="checkbox"/> No <input type="checkbox"/> NO BID	WTP
4	Quicklime (Pebble Lime) *Florida Lime is Not Acceptable	Not less than 92% available CaO SpG = 3.3, pH 11.7 – 12.5 Slaking rate: 100g in 400g of water shall increase temperature from 25C to 72C in three minutes Size: 1/8” x 3/8” (maximum of 10% passing a 1/8” screen & nothing retained on 1/2” screen)	25 ton deliveries, Tanker Truck with pneumatic unloading capability	Yes <input type="checkbox"/> No <input type="checkbox"/> NO BID	WTP

5	Hydrochloric Acid 31.45% (muriatic acid)	20 Baume, 31.45% active ingredients 68.55% inert	55 gallon drums, Flat-bed Truck (20 drums)	Yes <input type="checkbox"/> No <input type="checkbox"/> NO BID	WTP
6	Sodium Hexametphosphate	Contain not less than 60% phosphorus pentoxide, 26.2 phosphorus, or 80.4% phosphate on an as-is basis, pH of 1% solution 5.7 – 7.3 The typical order size will be one (1) pallet of 50 bags (50 lbs each).	50 pound multi-walled, moisture proof bags, Enclosed Truck with lift-gate	Yes <input type="checkbox"/> No <input type="checkbox"/> NO BID	WTP
7	Anionic Dry Polymer with a 30 positive charge	FBS 730	50 pound multi-walled, moisture proof bags, Enclosed Truck with lift-gate 500 lbs per order	Yes <input type="checkbox"/> No <input type="checkbox"/> NO BID	WTP
8	Cationic Liquid Polymer	FBS 7602 The cationic liquid polymer at the Water Reclamation Facility is used for sludge dewatering with a belt press, price per gallon sold in 55 gallon containers @ 42% active content	55 gallon drums, Flat-bed Truck with lift-gate	Yes <input type="checkbox"/> No <input type="checkbox"/> NO BID	WWTP
9	Liquid Ferric Sulfate	The liquid Ferric Sulfate shall conform to all applicable AWWA/ANSI standards, latest revisions, including ANSI/AWWA Standard B406 or the latest revision; "Standard for Ferric Sulfate". The liquid ferric sulfate shall be supplied as aqueous solution containing nor less than 12.5% ferric iron and contain no more than 0.1% ferrous iron, all soluble, which is approved for potable water treatment.	275 gallon semi-bulk tote bins Flat-bed Truck with lift-gate	Yes <input type="checkbox"/> No <input type="checkbox"/> NO BID	WTP
10	Liquid Ferric Chloride	The liquid Ferric Chloride shall conform to all applicable AWWA/ANSI standards, latest revisions including ANSI/AWWA Standard 60 certified for use in potable water treatment.	275 gallon semi-bulk tote bins Flat-bed Truck with lift-gate	Yes <input type="checkbox"/> No <input type="checkbox"/> NO BID	WTP

F. **BID SCHEDULE:** In accordance with the terms, conditions and specifications, the undersigned bidder hereby submits the following prices for supplying The City of Stuart with the goods and/or services called for in Bid #2015-293.

Item No.	Description	Estimated Quantity	Unit of Measure	Unit Price	Annual Price
1	12% Sodium Hypochlorite, liquid or <i>a minimum</i>	120,000	GAL	\$.568	\$ 68,160.00
2	Ammonia (NH3)	18,250 LB	GAL	\$ NO BID	\$
3	Fluoride	3,000	GAL	\$ NO BID	\$
4	Pebble Lime (CaO) (Quick Lime)	560	TON	\$ NO BID	\$
5	Hydrochloric Acid 31.45%	1,100	GAL	\$ NO BID	\$
6	Sodium Hexametaphosphate	19,000	LB	\$ NO BID	\$
7	Polymer, anionic-granular	2,600	LB	\$ NO BID	\$
8	Polymer, cationic liquid	1,430	GAL	\$ NO BID	\$
9	Liquid Ferric Sulfate	18,000	GAL	\$ NO BID	\$
10	Liquid Ferric Chloride	10,000	GAL	no \$ bid	\$
Item(s) #: _____ - Overall Total for all items that apply					\$
Is Bidder offering the above product as specified? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>					
If No, bidder is to indicate their equivalent below and attach product literature.					
Item #: _____ Product _____		Item #: _____ Product _____			
Item #: _____ Product _____		Item #: _____ Product _____			
F.O.B. Destination: # ²⁴ / _{work} - 48 Hours for Delivery after receipt of order (ARO)					

Company Name: Allied Universal Corporation Date: July 24, 2015

Preferred method of payment is by the City Purchasing Card (VISA). DO YOU ACCEPT THE PURCHASING CARD (VISA)? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If you are not the successful bidder awarded as primary provider, would you accept serving as the secondary (backup) provider, with the same terms as conditions as your bid? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

All Prices will remain firm for a period of forty-five (45) days from the date of Bid opening.

The City of Stuart offers bidders who commit to accepting the Purchasing Card, noted above in the Bid Schedule as payment method, a one percent (1%) reduction in their bid price for evaluation purposes only. When evaluating prices submitted by bidders in response to this solicitation, the total offered price of a bidder committed to accepting the Purchasing Card will be reduced by one percent, the resulting number is then compared to the other bidders' offered price. If the committed bidder is awarded the contract, the award will be at the originally bid price.

The undersigned bidder hereby certifies that the invitation to bid has not been altered in any manner; and that bidder has received all the Addenda listed below and has incorporated them into his Bid listed herein. Failure to acknowledge the above requirements will render the bid non-responsive and no further evaluation of the bid will occur.


ACKNOWLEDGEMENT IS HEREBY MADE OF RECEIPT OF ADDENDA ISSUED DURING THE SOLICITATION PERIOD:

ADDENDUM # _____ THROUGH ADDENDA # _____

Company Name: Allied Universal Corporation Date: July 24, 2015

Name of individual submitting Bid: Catherine Guillarmod

Email address: cathieg@allieduniversal.com Ph: 305-888-2623

AUTHORIZED SIGNATURE: 

ATTACHMENT A

INSURANCE REQUIREMENTS

The successful bidder shall **not** commence any work in connection with this agreement until it has obtained all of the following types of insurance and the City has approved such insurance. Nor shall the successful bidder allow any subcontractor to commence work on its subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

Proof of the following insurance will be furnished by the successful bidder by Certificate of Insurance, which names the bidder, its officers, board members, employees and agents as additional insured on General Liability and Automobile Liability insurance policies. Such certificate must contain a provision for notification of the City 30 days in advance of any material change or cancellation. The City by and through its Risk Manager, reserves the right to review, modify, reject or accept any required policies of insurance, including limits coverages or endorsements, herein from time to time throughout the term of this contract. All insurance carriers must have an A.M. Best Rating of at least A: VII or better. When a self-insured retention or deductible exceeds \$5,000, the City reserves the right, but not the obligation, to review and request a copy of bidder's most recent annual report or audited financial statement.

All contractors including any independent contractors and subcontractors utilized must comply with the following insurance requirements:

1. Commercial General Liability including Bodily Injury/Property Damage, Personal & Advertising Injury and Products/Completed Operations coverage for at least \$5,000,000 Limit per claim. Products Liability shall extend coverage for pollution conditions that arise from chemicals manufactured, sold or distributed. The City shall be included as Additional Insured and policy shall contain a waiver of subrogation rights endorsement and coverage should respond as primary. If the policy is written on a claims made basis, the retroactive date shall be prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in the retroactive date, the distributor shall purchase an extended reporting period rider during the life of the agreement of not less than 3 years.
2. Pollution Liability and Remediation Legal Liability coverage for at least \$5,000,000 Limit per claim. This shall provide coverage for loss, remediation expense and legal defense expense for sudden and gradual pollution conditions. The City shall be included as Additional Insured, policy shall contain a waiver of subrogation rights endorsement and coverage should respond as primary. If the policy is written on a claims made basis, the retroactive date shall be prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to an occurrence form or there is a change in the retroactive date, the distributor shall purchase an extended reporting period rider during the life of the agreement of not less than 3 years.

3. Commercial Auto Liability with limit of at least \$1,000,000 per occurrence which provides coverage for any auto (owned, hired and non-owned) and shall not contain any exclusion for pollution legal liability as respects the transportation, loading and unloading of chemicals. The City shall be included as Additional Insured and the policy should contain a waiver of subrogation rights endorsement.
4. Worker's Compensation Insurance: The Contractor/Lessee/Service Provider shall take out and maintain during the life of this Agreement, Worker's Compensation Insurance with limits equal to Florida Statutory requirements. Employers liability must include limits of at least \$1,000,000 each accident, \$1,000,000 each disease/employee, \$1,000,000 each disease/maximum. A waiver of subrogation must be provided. Coverage should apply on a primary basis. Should scope of work performed by contractor qualify its employee for benefits under Federal Workers Compensation Statute, proof of appropriate Federal Act Coverage must be provided.
5. Loss Deductible Clause: The City shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.
6. Certificates of Insurance: The Contractor upon notice of award will furnish Certificate of Insurance Form within ten (10) days. These shall be completed by the authorized Resident Agent and returned to the Office of the Purchasing Manager. This certificate shall be dated and show:
 - (a) The name of the insured contractor, the specified job by name and job number, the name of insurer, the number of the policy, its effective date, and its termination date.
 - (b) Statement that the Insurer will mail notice to the City at least thirty (30) days prior to any material changes in provisions or cancellation of the policy.
 - (c) City shall be listed as Additional Insured on Commercial General Liability Insurance, Automobile Liability Insurance.

NOTE: The City can decrease or increase these limits, depending on the project, at its sole discretion. Any insurance provided which does not meet the above requirements will not be deemed acceptable under the terms of this contract unless accepted in writing by the City's Risk Manager.

ATTACHMENT B
QUALIFICATION OF BIDDERS INFORMATION/QUESTIONNAIRE

THIS IS A FILLABLE FORM

Part A - Qualifications Questionnaire

Information provided shall fully explain the firm's qualifications and experience of their Organization to provide chemicals for the City as stated below: **(Bidders may attach additional sheets, if necessary).**

Provide supporting documentation that Bidder is an authorized agent, dealer, seller, or distributor for the sale and distribution of product. Is supporting documentation included?

Yes No

Allied Universal Corporation is a manufacturer

Part B - Other Information

1. Contractor to provide details of uniform and identification worn by employees. All drivers are provided uniforms supplied by G + K Services. They also have I.D. badges issued to them, verifying they are Allied employees.
2. Provide office hours and contact information of staff responsible for coordination of services. Monday through Friday basis from (7:00 a.m. through 3:00 p.m.) See attached company information
3. Please provide 24-hour Emergency Contact Information if different than above: See attached list
4. Number of year's organization has been in business. 61
5. Have you any similar work in progress at this time? Yes No
6. Submission of quality control program: Yes No
7. Submission of Safety program: Yes No

Company Name _____

**ATTACHMENT C
REFERENCES**

Provide three (3) satisfactory references within the past five (5) years of similar complexity, nature, and size of this project.

#1 REFERENCE

Company/Entity Name:	Miami Dade Water & Sewer
Address	700 West 2nd Ave
City	Hialeah, State FL Zip Code 33011
Contact Name:	Ed Turner Title: Supervisor
Phone No:(305) 607-0911	Fax:(305) 805-1620
Email:	jturn@miamidade.gov
Delivery Date:	Ongoing past 20 years Location Hialeah, FL
Type of Product Supplied	Sodium Hypochlorite
Governmental or Private	Govt. Dollar Value of Contract \$ Over One Million Dollars

#2 REFERENCES

Company/Entity Name:	Manatee County
Address	17915 Waterline Rd.
City	Bradenton, State FL Zip Code 34212
Contact Name:	Bruce MacLeod Title: Supervisor
Phone No:(941) 746-3020	Fax:(941) 708-8524
Email:	brucemacleod@co.manatee.fl.us
Delivery Date:	Ongoing past 8 years Location Bradenton, FL
Type of Product Supplied	Sodium Hypochlorite
Governmental or Private	Govt. Dollar Value of Contract \$ Over One Million

#3 REFERENCES

Company/Entity Name:	City of New Port Richey
Address	4730 N. Main St.
City	New Port Richey, State FL Zip Code 34652
Contact Name:	Roger Goodwin Title: Supervisor
Phone No:(727) 841-4568	Fax:(727) 841-4568 Email:goodwinr@cityofnewportrichey.org
Delivery Date:	Ongoing past 4 years Location New Port Richey, FL
Type of Product Supplied	Sodium Hypochlorite
Governmental or Private	Govt. Dollar Value of Contract \$ Over 250,000.00

Company Name Allied Universal Corporation

ATTACHMENT D

BIDDERS CHECKLIST

This checklist is provided to assist each Bidder in the preparation of their bid response. Included in this checklist are important requirements, which is the responsibility of each Bidder to submit with their response in order to make their response fully compliant. This checklist is only a guideline~ it is the responsibility of each Bidder to read and comply with the Invitation to Bid in its entirety.

Is Bid envelope marked accordingly?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is Invitation to Bid cover page (page 1) completed, signed and attached?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is copy of bidder's valid Business Tax Receipt submitted?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is Bid Schedule Form completed, signed and attached?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is safety report and Quality program included?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is bid submitted in triplicate (one original, two copies) ?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Bidder must submit proof that their firm name is registered. with their State of origin	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is proof of insurance included?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is minimum Qualification of Bidders/Questionnaire information included?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is Reference Form completed and enclosed?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is MSDS or COA submitted?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Are addendum (if any issued) signed and submitted?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Submit a copy of all Licenses, Certificates, or Registrations, held by Bidder	Yes <input type="checkbox"/> No <input type="checkbox"/> A/P
Is W-9 Form completed, signed and attached?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
All prices have been reviewed for mathematical accuracy, all price corrections initialed, and all price extensions and totals thoroughly checked.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Company Name Allied Universal Corporation

ATTACHMENT E

STATEMENT OF "NO BID"

If you do not intend to bid on this requirement, please complete and return this form prior to date shown for receipt of bids to: The City of Stuart Procurement & Contracting Services Office, 121 S.W. Flagler Avenue, Stuart, Florida 34994.

We have declined to bid on this solicitation for the following reasons.

- Specifications too "restrictive", i.e., geared toward one brand or manufacturer (please explain below)
- Insufficient time to respond to Invitation to Bid.
- We do not offer this product or equivalent.
- Our project schedule would not permit us to perform.
- Unable to meet specifications.
- Unable to meet bond requirements.
- Specifications unclear (please explain below).
- Other (please specify below).

REMARKS: _____

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

Typed Name and Title _____

Company Name _____

Address _____

Signature _____ Title _____

Telephone Number _____ Date _____



3901 NW 115 Avenue
 Miami, Florida 33178
 305-888-2623 office
 305-463-8369 fax

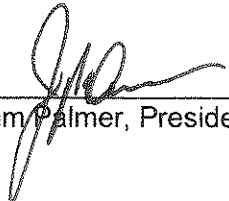
RESOLVED that Catherine Guillarmod, Executive Administrator for Allied Universal Corporation, be authorized to sign and submit the Contract of this corporation for the following project:

Supply of Liquid Sodium Hypochlorite to the City of Stuart

This bid or proposal shall include any other certificate of certification, which may be required by general municipal, state, or federal law(s). Such inclusion shall be the act and deed of this corporation, and for any inaccuracies or misstatements in such certificates or certifications this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by Allied Universal Corporation at the meeting of its Board of Directors held on the 16th day of June 2015.

(Seal of Corporation)



 Jim Palmer, President - CEO

3901 NW 115 Avenue
 Miami, Florida 33178
 305-888-2623

9501 Rangeline Road
 Ft. Pierce, Florida 34987
 772-464-6195

30 Neil Gunn Drive
 Ellisville, MS 39437
 601-477-2550

5215 W. Tyson Avenue
 Tampa, Florida 33611
 813-832-4868

8350 NW 115 Avenue
 Miami, Florida 33166
 305-888-2623

204 SCM Road
 Brunswick, GA 31525
 912-267-8178

1405 Possum Hollow Road
 Ranger, GA 30734
 888-231-2322

2100 Port Road
 West Memphis, AR 72301
 870-522-2127

2014 / 2015 **ST. LUCIE COUNTY LOCAL BUSINESS TAX RECEIPT** RECEIPT # 5000-00980030
 CHRIS CRAFT, ST. LUCIE COUNTY TAX COLLECTOR

EXPIRES SEPTEMBER 30, 2015

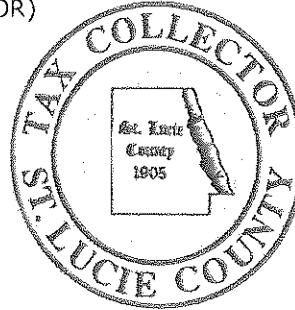
FACILITIES OR MACHINES / ROOMS SEATS EMPLOYEES 6
 TYPE OF BUSINESS 5000 MISC WHOLESALE (BLEACH MANUFACTURER & DISTRIBUTOR)

BUSINESS/ Allied Universal Corp

DBA NAME

MAILING ADDRESS Allied Universal Corp
 9501 Rangeline Rd
 Fort Pierce, FL 34987

BUSINESS LOCATION 9501 Rangeline Rd
 Port Saint Lucie, FL 34987
 St Lucie County



RENEWAL ORIGINAL TAX	\$27.55
PENALTY COLLECTION COST TOTAL	\$27.55

Paid 08/11/2014 27.55 0129-20140811-002184

Law requires this Local Business Tax Receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the county. Upon failure to do so, the Local Business Taxpayer shall be subject to the payment of another Local Business Tax for the same business, profession, or occupation.


Pursuant to State Law, all Local Business Tax Receipts shall be sold by the Tax Collector beginning July 1st of each year and shall expire on September 30th of the succeeding year. Those Local Business Tax Receipts renewed beginning October 1st shall be delinquent and subject to a delinquency penalty of 10% for the month of October, plus an additional 5% penalty for each month of delinquency thereafter until paid; provided that the total delinquency penalty shall not exceed 25% of the Local Business Tax for the delinquent establishment.

In addition to the penalty, the Tax Collector shall be entitled to a collection cost fee of from \$1.00 to \$5.00, based on the amount of the Local Business Tax, which shall be collected from delinquent taxpayers after September 30th, of the business year.

This receipt is a Local Business Tax only. It does not permit the Local Business Taxpayer to violate any existing regulatory or zoning laws of the state, county or cities. It also does not exempt the Local Business Taxpayer from any other taxes, licenses or permits that may be required by law.

Local Business Taxes are subject to change according to law.

Allied Universal Corp
 9501 Rangeline Rd
 Fort Pierce, FL 34987

	SAFETY POLICY	SERIES:	PROCEDURE:
	ALLIED UNIVERSAL CORPORATION	700	700
SUBJECT: SAFETY PROGRAM POLICY			
ISSUED BY: REGULATORY AFFAIRS MANAGER APPROVED BY: OPERATIONS DEPARTMENT		LAST MODIFIED: January 2005	
SAFETY EQUIPMENT REQUIRED: None		FORMS REQUIRED: • Officer Risk Policy Commitment	

700.0 SAFETY PROGRAM POLICY

PURPOSE: Establishment of a workplace safety program involving management and employees.


SCOPE: A clear definition of management's commitment to providing the employees with a safe and healthful work environment and to comply with various occupational safety and health regulations.

700.1 Management Commitment

Allied Universal Corporation (AUC) is committed to providing its employees with a safe and healthful workplace, as so stated in Management's Risk Management Commitment Policy.

Management and employees will be actively involved in establishing and maintaining an effective workplace safety program, which will include at a minimum:

1. Identifying current safety regulations and issues.
2. Identify the skills, knowledge, personal protective equipment and training necessary to perform a job.
3. Providing safety and health education and job function specific training to new employees.
4. Providing safety and health education and training and retraining for employees and outside contractors.
5. Assuring that all personnel in safety critical jobs are fit for duty and not compromised by external influences.
6. Establishing and promoting Branch Safety Committees, including the promotion of employee participation in improving and maintaining safe working conditions.
7. Writing, reviewing, and updating workplace safety rules, policies and procedures.
8. Writing, reviewing, and updating workplace operating rules, policies and procedures.
9. Writing, reviewing, and updating workplace maintenance (inspection) rules, policies and procedures.
10. Investigate, record, maintain and control all workplace-related accidents, vehicle accidents and chemical incidents.
11. Conduct internal inspections to confirm that all safety and operating procedures are being implemented and followed.
12. Establishing and implementing disciplinary procedures for employees or outside contractors whom willfully or repeatedly violate workplace safety and operating procedures.
13. Establishing and maintaining a process safety management and risk management program as well as facility security programs.
14. Implementing the National Association of Chemical Distributors Codes of Responsible Distribution, and abiding by the Chlorine Institute Member Safety Commitment.
15. Maintain a state of readiness for all chemical emergencies.

	SAFETY POLICY	SERIES:	PROCEDURE:
		700	700
ALLIED UNIVERSAL CORPORATION		CONTINUATION	

16. Proper disposal of all waste products in accordance to the Federal, State and local laws.
17. Proper operations per the parameters of various operating procedures and air, water, industrial waste and other environmental permits.
18. Proper testing of packages and packaging of hazardous material goods per the requirements of the Research and Special Programs Administration.
19. Timely review and response to all documented employee safety suggestions.
20. Assure that all safety critical equipment complies and is maintained according to good engineering practices.

700.2 Responsibilities

700.2.1 Employee Safety Responsibilities

Each employee is responsible for performing job tasks in a safe manner, following the specified job task procedure and wearing the required personal protective equipment. It is the policy of AUC that all employees report unsafe work conditions. AUC employees may refuse to perform work tasks if the work is considered unsafe or for which they have not received proper training. Employees must report all accidents, injuries, and unsafe work conditions to their Supervisors, Assistant Branch and/or Branch Manager immediately. No such report to Management will result in retaliation, penalty, or other disincentive.


Employee or Safety Committee recommendations to improve safety and health conditions in the workplace will be given thorough consideration by our Management team. Management will give top priority to Safety Committee recommendations and provide financial reserves to correct unsafe conditions in the facilities.

Manuals, containing workplace safety and operating policies/procedures as well as hazardous communication, will be provided to all employees at a location in the facility accessible by all employees. Management encourages each employee to read and review these manuals to gain a better understanding of the chemicals the employees handle.

700.2.2 Management Safety Responsibilities


The primary responsibility for the coordination, implementation and maintenance of the AUC's Safety Program has been assigned to the Operations Departments.

The Regulatory Affairs Manager is charged with direct over site of these programs, except for those related to waste disposal, environmental permitting and reporting. Additional responsibilities and issues include regulatory monitoring and Management of the Process Safety Management, Risk Management, Emergency Preparedness and Respiratory Protection Program. The Manager is tasked with the investigation of all occupational injuries and illnesses, and is responsible for the general oversight of the employee training program (however, the actual implementation and administering of the occupational and vehicle accident investigation and training program is handled by the Risk Management Specialist).

	<p style="text-align: center;">SAFETY POLICY</p> <p>ALLIED UNIVERSAL CORPORATION</p>	<p>SERIES:</p> <p style="text-align: center;">700</p>	<p>PROCEDURE:</p> <p style="text-align: center;">700</p>
<p>CONTINUATION</p>			

The Branch Manager, under the supervision of the Regional Operations Managers, and his or her designees are responsible for safety at the Branch level. Responsibilities include, but are not limited to:

- Employee orientation and training;
- Communication and enforcement of safety and operational policies and procedures;
- Branch maintenance, including the maintenance of various operational equipment and proper housekeeping;
- Emergency preparedness, including the readiness of emergency equipment and training for emergency and first aid responders;
- Conducting an accident investigation for all occupational, vehicle and chemical accidents; and,
- Site security.

 OPERATING PROCEDURE ALLIED UNIVERSAL CORPORATION	SERIES:	PROCEDURE:
	500	517
SUBJECT: SODIUM HYPOCHLORITE (BLEACH) QUALITY CONTROL TEST		
ISSUED BY: REGULATORY AFFAIRS MANAGER APPROVED BY: CEO	LAST MODIFIED W/Changes: March 2012	
SAFETY EQUIPMENT REQUIRED: <ul style="list-style-type: none"> • Safety Glasses • PVC Gloves • Steel Toed Boots • Escape Respirator 	FORMS REQUIRED: <ul style="list-style-type: none"> • Bleach Quality Control Record • Certificate of Analysis 	
PHYSICAL AND HEALTH HAZARDS: Sodium Hypochlorite is hazardous to humans, animals and aquatic organisms. Corrosive. Do not get in eyes, skin or on clothing. Avoid chemical fumes. Respiratory irritant. Warning: overchlorination of sodium hypochlorite or sodium hypochlorite exposure to acids or ammonias causes a release of chlorine gas. Exposure to chlorine gas is hazardous to your health.	EXPOSURE: In case of exposure to the skin or eyes, rinse with running water for 20 minutes. Remove any contaminated clothing. Seek medical attention. If inhaled, remove to fresh air, keep warm and quiet. Drink milk to sooth burning. Seek medical attention.	
DANGER! FAILURE TO COMPLY WITH THIS PROCEDURE MAY CAUSE SERIOUS HARM TO HUMAN HEALTH AND THE ENVIRONMENT.		

17.0 SODIUM HYPOCHLORITE (BLEACH) QUALITY CONTROL TESTING

PURPOSE: To have an effective means of performing the necessary steps to titrate (test) the finished bleach product.


SCOPE: This procedure deals with the specific techniques needed to properly titrate (test) the bleach that has been manufactured to ensure the finished product meets Allied Universal specifications.

17.1 Testing Equipment & Specification

17.1.1 Testing Equipment

The following equipment and chemicals (NOTE THE TEST CHEMICALS' SHELF LIFE) are required to properly conduct Sodium Hypochlorite Quality Control Testing:

Laboratory Equipment	Laboratory Chemicals Chemical Shelf-Life
<ul style="list-style-type: none"> • 250 ml Graduated Cylinder • 50 ml Pipette Dispenser (Self-leveling Burettes) • 25 ml Pipette Dispenser (Self-leveling Burettes) • 1000 ml Water Wash Bottles • 2 - 250 ml Flask or Beaker • Heavy Liquid Hydrometer (range of 1.12 to 1.25) • Calculator • 1 ml Glass Pipette • ½ Teaspoon Measuring Spoon 	<ul style="list-style-type: none"> • Potassium Iodide Crystals (Shelf Life: <u>one year</u>, unless contaminated by moisture which causes clumping - throw contaminated crystals out) • Sodium Thiosulfate 0.1N (Shelf Life: <u>three months</u>, shorter if exposed to heat) • Hydrochloric Acid 0.1N (Shelf Life: <u>one year</u>) • Phenol Indicator (Shelf Life: <u>days</u> in normal temperature, <u>three months</u> if refrigerated) • Acetic Acid (Shelf Life: <u>one year</u>) • 3% Hydrogen Peroxide (Shelf Life: <u>one year</u>) • Distilled Water

 <p style="text-align: center;">OPERATING PROCEDURE</p> <p>ALLIED UNIVERSAL CORPORATION</p> <p style="text-align: right;">CONTINUATION</p>	SERIES:	PROCEDURE:
	500	517

It is very important that all Laboratory Equipment be cleaned before each use and maintained in proper operating order at all times. If a problem arises with the Laboratory equipment, notify your Supervisor immediately.

17.1.2 Specficiation

Allied Universal Corporation Sodium Hypochlorite Production Specifications			
Sodium Hypochlorite Strength	Available Chlorine	Residual Alkalinity	Specific Gravity
10.5% SODIUM HYPOCHLORITE	10.8 - 11.2	0.2 to 0.4	1.168 - 1.185
12.5% SODIUM HYPOCHLORITE	12.8 - 13.2	0.4 to 0.7	1.190 - 1.230


Further, the product is guaranteed by Allied Universal Corporation to meet American Water Works Association Standard B300 for Sodium Hypochlorite

17.2 Specific Gravity Testing Procedure

1. Enter production containment with graduated cylinder.
2. Open sample port valve on the production tank and allow the finished product to pour into graduated cylinder or lower graduated cylinder into the production tank.
3. Once the graduated cylinder is full, close sample port valve or pull the graduated cylinder from the production tank.
4. If obtaining a sample from the sample port valve, make sure sample port valve is completely closed once a sample has been obtained.
5. Using a heavy liquid hydrometer with a range of 1.12 to 1.25, place the hydrometer into the finished bleach sample.
6. Specification for specific gravity: 1.168 - 1.185 for 10.5% bleach and 1.190 - 1.230 for 12.5% bleach.
7. Once hydrometer floats to the top of the sample, record specific gravity on the Bleach Quality Control Record.

17.3 Available Chlorine Testing Procedure

1. Using a Pipette Dispenser, remove 1.0 ml of the finished sodium hypochlorite from the graduated cylinder.
2. Place the sample into a 250 ml flask containing 50 ml of water of distilled water.
3. Add ½ teaspoon of Potassium Iodide Crystals and 5 ml of glacial acetic acid to the flask.

 OPERATING PROCEDURE ALLIED UNIVERSAL CORPORATION	SERIES:	PROCEDURE:
	500	517
CONTINUATION		

4. Titrate the sample with 0.1 N Sodium Thiosulfate solution until the mixture is a clear, straw yellow color.
5. Add 10 drops of Starch Indicator to the sample and continue titrating the sample until the blue color disappears.
6. Formula for Available Chlorine (WT%):

$$\frac{\text{ml sodium thiosulfate} \times 0.3546}{\text{SPECIFIC GRAVITY}}$$

7. Specification for available chlorine: 10.8 - 11.2 for 10.5% bleach and 12.8 - 13.2 for 12.5% bleach.
8. Record Available Chlorine (WT%) result on the Bleach Quality Control Record.

17.4 Residual Alkalinity Testing Procedure


1. Using a Finn Pipette, remove 1.0 ml of the finished sodium hypochlorite from the graduated cylinder.
2. Place the sample into a 250 ml flask containing 50 ml of distilled water.
3. Add 3% Hydrogen Peroxide until no further gas evolves from the sample.
4. Add 10 drops of Phenol Indicator.
5. Titrate with 0.1 N 20° Be' Hydrochloric Acid solution until the pink color disappears.
6. Formula for Residual Alkalinity or Excess Caustic (WT%):

$$\frac{\text{ml hydrochloric acid} \times 0.4}{\text{SPECIFIC GRAVITY}}$$

7. Specification for residual alkalinity: 0.2 - 0.4 for 10.5% bleach and 0.4 - 0.7 for 12.5% bleach.
8. Record Residual Alkalinity or Excess Caustic (WT%) result on the Bleach Quality Control Record.

17.5 Sample and Record Retention

1. Transfer the sample to a retain bottle and properly mark the label on the bottle with the following information: Date, Time, Specific Gravity, Batch Number Available Chlorine and Excess Alkalinity.

	OPERATING PROCEDURE	SERIES:	PROCEDURE:
ALLIED UNIVERSAL CORPORATION	CONTINUATION	500	517

2. All bleach samples must be maintained for a period of two weeks from the date the sample was taken. All testing results must be recorded on the Bleach Quality Control Record.
3. One photocopy of the Bleach Quality Control Record must be sent to the Operations Department in Miami at the end of every week.
4. All Bleach Quality Control Records must be maintained at the plant per the company record retention policy, see current record retention policy.
5. Do not transfer any finished bleach to storage tanks or truck tankers if the test results of the sample demonstrates the finished bleach does not meet specifications.
6. All finished bleach not meeting specifications must be reported to the Branch Manager.

17.6 Certificate of Analysis

Upon request, a Certificate of Analysis (COA) form must be completed and signed by the personnel conducting the bleach quality testing. To properly complete a Certificate of Analysis, the following information listed below must be documented on the form:

- Result of Available Chlorine Testing
- Result of Residual Alkalinity Testing
- Result of Specific Gravity Testing
- Result of Filtration Testing
- Batch Number
- Date
- Time
- Signature of Analyst
- If applicable, who the COA was prepared for

17.7 Training

All operators tasked with bleach quality control must receive job task function specific and safety training and testing within 90-days of hire or transfer and every three (3) years thereafter.

Please see Allied training manual for bleach training and testing.

17.8 Special Operations

NONE

State of Florida

Department of State

I certify from the records of this office that ALLIED UNIVERSAL CORP. is a corporation organized under the laws of the State of Florida, filed on January 31, 1955.

The document number of this corporation is 183054.

I further certify that said corporation has paid all fees due this office through December 31, 2014, that its most recent annual report/uniform business report was filed on April 7, 2014, 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
the Thirteenth day of May, 2014*



Ken Detmer
Secretary of State

Authentication ID: CU4584180504

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

<https://efile.sunbiz.org/certauthver.html>

**FLORIDA DEPARTMENT OF STATE
DIVISION OF CORPORATIONS**



[Home](#) [Contact Us](#) [E-Filing Services](#) [Document Searches](#) [Forms](#) [Help](#)

[Previous on List](#) [Next on List](#) [Return To List](#)

Entity Name Search

[Events](#) [Name History](#)

Detail by Entity Name

Florida Profit Corporation

ALLIED UNIVERSAL CORP.

Filing Information

Document Number 183054
FE/EIN Number 590776285
Date Filed 01/31/1955
State FL
Status ACTIVE
Last Event NAME CHANGE AMENDMENT
Event Date Filed 06/28/1977
Event Effective Date NONE

Principal Address

3901 NW 115 AVENUE
MIAMI FL 33178 US

Changed 04/27/2001

Mailing Address

3901 NW 115 AVENUE
MIAMI FL 33178 US

Changed 04/27/2001

Registered Agent Name & Address

NAMOFF, ROBERT
3901 NW 115 AVENUE
MIAMI FL 33178

Name Changed: 04/27/2001

Address Changed: 04/27/2001

Officer/Director Detail

Name & Address

Title CD

NAMOFF, ROBERT
3901 NW 115 AVENUE
MIAMI FL 33178

Title PD

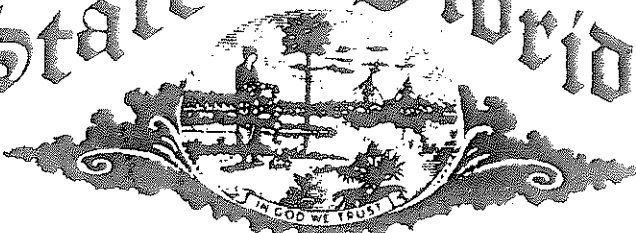
PALMER, JAMES
3901 NW 115 AVE.
MIAMI FL 33178

Title T

KOVEN, MICHAEL
3901 NW 115 AVE.
MIAMI FL 33178

Title VPD

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, along with all the Corporation Annual Reports, for ALLIED UNIVERSAL CORP., 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 183054.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capitol, this the
Fourth day of March, 1999



CR2EO22 (1-99)

Katherine Harris
Katherine Harris
Secretary of State

CERTIFICATE OF INCORPORATION

OF

ALLIED CHLORINE & CHEMICAL PRODUCTS, INC.

We, the undersigned, hereby associate ourselves together for the purpose of becoming a corporation for profit under the laws of the State of Florida, and do hereby certify that we have become such corporation under and pursuant to the following Articles of Incorporation:

I.

The name of the corporation is ALLIED CHLORINE & CHEMICAL PRODUCTS, INC.

II.

The general nature of the business to be transacted by said corporation shall be and is as follows:

APPROVED AND FILED

J. A. Finney

To manufacture, buy, sell and deal in, either for itself or as agents for others in chlorine & chlorine products, chemicals & chemical products and all necessary tanks, cylinders and equipment of all kinds and natures; to make and purchase materials for the construction of buildings; to erect buildings; to own, manage, operate, lease and sell buildings; to conduct and carry on the business of builders and contractors for the purpose of building, erecting, altering, repairing, or doing any other work in connection with any and all classes of buildings and improvements of any kind and nature whatsoever; to acquire, own, use, convey, and otherwise dispose of, and deal in real property, or any interest therein.

To acquire by purchase or lease, or otherwise, lands and interests in lands, and to own, hold, improve, develop, and manage any real estate so acquired, and to erect or cause to be erected, on any lands owned, held or occupied by the corporation, buildings or other structures, and to rebuild, enlarge, alter or improve any buildings or other structures now or hereafter erected on any land so owned, held or occupied, and to mortgage, sell, lease or otherwise dispose of, any lands or interests in lands, and in buildings or other structures and any stores, shops, or parts of any building, at any time owned or held by the corporation.

To enter into, make and perform, and carry out Contracts of every sort, and kind with any person, firm, association or corporation, municipality, body politic, County, State or Government, and without limit as to amount; to draw, make, accept, endorse, discount, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds and other negotiable or transferable instruments, and evidences of indebtedness whether secured by mortgage or otherwise, as well as to secure the same by mortgage or otherwise, so far as may be permitted by the laws of the State of Florida; to manufacture, purchase or acquire, in any lawful manner, and to hold, own, mortgage, pledge, bargain, sell, transfer or assign, or in any manner dispose of, or to deal and trade in goods, wares, merchandise, and property of any class or description in any part of the world, including real and personal property; to apply for, hold, purchase, acquire or otherwise deal, in letters patent or copyrights of the United States or other Countries, and to work, operate, or develop the same, or to carry on any business, manufacturing or otherwise which may directly or indirectly affect those objects or any of them; to purchase, hold, sell, assign, transfer, mortgage, pledge or otherwise, acquire or dispose of the shares of capital stock or any bonds, securities or other evidences of indebtedness created by any person or corporation of this State or any other State, Country, Nation or Government, and while owner of said stock exercise all the rights, privileges or ownership, including the right to vote thereon as natural persons might or could do. To do each and all things above set forth to the same extent as fully as natural persons might do or could do in the State of Florida, or in any other State, Country or place. This corporation reserves the right to amend, change or repeal any provision contained in the Certificate of Incorporation in the manner now or hereafter prescribed by Statute, and all rights conferred on stockholders herein, are granted, subject to this reservation.

This corporation shall have full power and authority to purchase the business, good will and all other property of any individual, firm or corporation, as a going concern. In general, to carry on any other business

in connection therewith, not specifically forbidden by the laws of the State of Florida, and with all powers conferred upon corporations by the laws of the State of Florida.

III.

The maximum number of shares of stock that this corporation is authorized to have issued and outstanding at any time is One Hundred (100) shares of stock at no par value.

IV.

The amount of the capital with which this corporation shall and does hereby begin business shall be and is the sum of Five Hundred (\$500.00) Dollars.

V.

This corporation shall have perpetual existence unless sooner dissolved according to law.

VI.

The principal offices of this corporation shall be and is located at 432 Plaza Building, Miami, Dade County, Florida, with the privilege of having branch offices at other places.

VII.

The number of directors of this corporation shall be not less than three, who need not be stockholders.

VIII.

The names and post office addresses of the first Board of Directors who, subject to the provisions of this Certificate of Incorporation, the By-Laws of this corporation, and the laws of Florida, shall hold office for the first year of the corporation's existence, or until their successors are elected and have qualified, are as follows:

HARRY ZEMMEL	PRESIDENT	3501 N.W. 18th Street Miami, Florida
LEON NAKOFF	VICE-PRESIDENT	3511 N.W. 18th Street Miami, Florida
IRVING S. WRIKER	SECRETARY-TREASURER	432 Plaza Building Miami, Florida

IX.

The names and post office addresses of each subscriber of this

Certificate of Incorporation and a statement of the number of shares of stock which he agrees to take are as follows:

HARRY ZEMMEL	3501 N.W. 18th St. Miami, Florida	70 Shares
LEON NAMOFF	3411 N.W. 18th St. Miami, Florida	20 Shares
IRVING J. WEINER	432 Plaza Building Miami, Florida	10 Shares

The officers of this corporation shall be a President, a Secretary, a Treasurer, and such other officers, agents and factors as may be deemed necessary. All officers, agents, and factors shall be chosen in such manner, hold their offices for such terms and have such powers and duties as may be prescribed by the By-Laws or determined by the Board of Directors. Any person may hold two or more offices except that the President shall not be the Secretary or an assistant Secretary of the Corporation.

IN WITNESS WHEREOF, we, the undersigned subscribing incorporators, have hereunto set out hands and seals this 24 day of January, 1955, for the purpose of forming this corporation under the laws of the State of Florida, and we hereby make and file, in the office of the Secretary of State, in the State of Florida, this Certificate of Incorporation, and certify that the facts therein stated are as true.

Harry Zimmel L.S.
Leon B. Namoff L.S.
Irving J. Weiner L.S.

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

Before me, personally appeared HARRY ZEMMEL, LEON NAMOFF, and IRVING J. WEINER, to me well known and known to me to be the individuals described in and who executed the foregoing Certificate of Incorporation, and acknowledged before me that they executed the same for the purposes therein contained.

WITNESS my hand and official seal this 24 day of January, 1955.

My Commission Expires March 8, 1957

Nathan Gilson
NOTARY PUBLIC



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
08/28/2014

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

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

PRODUCER Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive Suite 1100 Miami FL 33131 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Allied Universal Corp. 3901 NW 115th Ave Miami FL 33178 USA	INSURER A: National Union Fire Ins Co of Pittsburgh 19445	
	INSURER B: AIG Specialty Insurance Company 26883	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER: 570055000197** **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. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			GL0936147 Claims Made	08/31/2014	08/31/2015	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> \$1,500 Comp/Colli De			CA 0935918	08/31/2014	08/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION			23810548	08/31/2014	08/31/2015	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT
B	<input checked="" type="checkbox"/> Poll Legal Liab			PLC11787459 Claims Made	08/31/2014	08/31/2015	Aggregate \$40,000,000 Deductible \$50,000 Occurrence \$20,000,000

Certificate No : 570055000197

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Stuart is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability policy.

CERTIFICATE HOLDER	CANCELLATION
City of Stuart 121 SW Flagler Avenue Stuart, FL 34994 USA	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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/29/2015

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

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

PRODUCER Applied Risk Services, Inc. 10825 Old Mill Rd Omaha, NE 68154 (877) 234-4420	CONTACT NAME: PHONE (A/C, No, Ext): (877) 234-4420 FAX (A/C, No): (877) 234-4421 E-MAIL ADDRESS: PRODUCER CUSTOMER ID #	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Allied Universal Corp. 3901 NW 115th Ave Doral, FL 33178 CTL 1273 1042780	INSURER A: Continental Indemnity Co. 28258	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

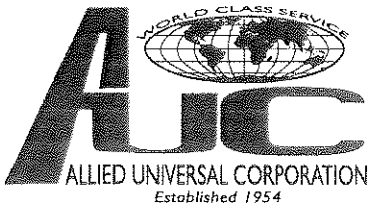
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	N/A	73-874827-01-04	10/15/2014	10/15/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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 (Attach Acord 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER CANCELLATION

City of Stuart 121 SW Flagler Avenue Stuart, FL 34994	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 L039971



3901 NW 115 Avenue
 Miami, Florida 33178
 305-888-2623 office
 305-463-8369 fax

June 29, 2015

Allied Universal Corporation is a privately owned company, which has been in business since 1954. Our Corporate Headquarters is located at 3901 N.W. 115 Avenue, Miami, FL 33178.

There are presently 7 delivery locations; Miami, FL; Ft. Pierce, FL; CFI-Tampa, FL; Jacksonville, FL Terminal; Brunswick and Ranger, GA; and Ellisville, MS. We package Gas Chlorine, in all locations, except Ft. Pierce and Jacksonville and manufacture Sodium Hypochlorite, in all of our locations, except our Jacksonville Terminal and have serviced Utilities and Municipalities, in 22 states, for over 57 years. We also distribute other water treatment chemicals, swimming pool chemicals, and some chemicals for industrial use.

All deliveries will be made by our affiliate company, Transportation Services Unlimited, with a dedicated fleet of over 100 tractors and tankers, with an employee complement of approximately 275 people.

Deliveries for the City of Stuart will be made from our facility located at 9501 Rangeline Road, Ft. Pierce, FL 34987; phone number: 772-242-9730; FAX: 772-462-0716. Contact name for all deliveries is Tommy Strickland, at extension 0603, e-mail address is tommys@allieduniversal.com. He is available from 6:30 a.m. until 3:30 p.m. The Area Sales Rep is Jorge Henriquez, cell phone number: 305-721-6637.

If you have any questions or concerns on any of this information, please contact Catherine Guillarmod, Executive Administrator, Allied Universal Corporation, 3901 N.W. 115 Avenue, Miami, FL 33178, phone number (305) 888-2623/Ext. 0104; Fax, (305) 463-8369; E-Mail, cathieg@allieduniversal.com

/cg

3901 NW 115 Avenue
 Miami, Florida 33178
 305-888-2623

9501 Rangeline Road
 Ft. Pierce, Florida 34987
 772-464-6195

30 Neil Gunn Drive
 Ellisville, MS 39437
 601-477-2550

5215 W. Tyson Avenue
 Tampa, Florida 33611
 813-832-4868

8350 NW 93 Street
 Miami, Florida 33166
 305-888-2623

204 SCM Road
 Brunswick, GA 31525
 912-267-8100

1405 Possum Hollow Road
 Ranger, GA 30734
 706-881-8888

2100 Port Road
 West Memphis, AR 72301
 870-758-1111

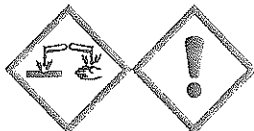
SAFETY DATA SHEET

1. Identification

Product identifier	Sodium Hypchlorite, 10-15% Solution	
Other means of identification		
SDS number	AUC-003	
Synonyms	Aqua Guard Chlorinating Santizier * Aqua Guard Bleach * Aqua Guard Sodium Hypochlorite 10.5% * Aqua Guard Sodium Hypochlorite 12.5% * Sodium Hypochlorite * Liquid Bleach * Bleach * Hypo	
Recommended use	Swimming pool chemical, hard surface cleaner, water treatment, bleaching, textiles, cooling towers, laundry sanitizer and agricultural/ aquacultural purposes	
Recommended restrictions	None known.	
Manufacturer/Importer/Supplier/Distributor information		
Manufacturer		
Company name	Allied Universal Corporation	
Address	3901 N.W. 115th Avenue Miami, FL 33178 United States	
Telephone	General:	1-305-888-2623
	24-Hour alert:	1-786-522-0207
Website	www.allieduniversal.com	
E-mail	Not available.	
Contact person	Operations Department	
Emergency phone number	CHEMTREC	1-800-424-9300 (US/Canada) +01 703-527-3887 (International)
Supplier	Refer to Manufacturer	

2. Hazard(s) identification

Physical hazards	Corrosive to metals	Category 1
Health hazards	Skin corrosion/irritation	Category 1
	Serious eye damage/eye irritation	Category 1
	Specific target organ toxicity, single exposure	Category 3 respiratory tract irritation
Environmental hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
OSHA defined hazards	This mixture does not meet the classification criteria according to OSHA HazCom 2012.	
Label elements		



Signal word	Danger
Hazard statement	May be corrosive to metals. Causes severe skin burns and eye damage. Causes serious eye damage. May cause respiratory irritation.
Precautionary statement	
Prevention	Keep only in original container. Do not breathe mist. Wash thoroughly after handling. Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection.

Response	IF SWALLOWED: Rinse mouth. Do NOT induce vomiting. If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower. If inhaled: Remove person to fresh air and keep comfortable for breathing. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Immediately call a POISON CENTER or doctor/physician. Specific treatment (see this label). Wash contaminated clothing before reuse.
Storage	Store locked up. Store in a well-ventilated place. Keep container tightly closed. Store in corrosive resistant container with a resistant inner liner.
Disposal	Dispose of contents/container in accordance with local/regional/national/international regulations.
Hazard(s) not otherwise classified (HNOC)	No OSHA defined hazard classes. Other hazards which do not result in classification: Contact with most acids may liberate and toxic gas. Chronic skin contact with low concentrations may cause dermatitis.
Supplemental information	None.

3. Composition/information on ingredients

Mixtures

Chemical name	Common name and synonyms	CAS number	%
Sodium Hypochlorite	HYPOCHLORITE SOLUTION	7681-52-9	10-15.5
Sodium hydroxide	Caustic soda Lye Soda lye	1310-73-2	1-5
Other components below reportable levels			80-90

*Designates that a specific chemical identity and/or percentage of composition has been withheld as a trade secret.

4. First-aid measures

Inhalation	Remove victim to fresh air and keep at rest in a position comfortable for breathing. If breathing stops, provide artificial respiration. Induce artificial respiration with the aid of a pocket mask equipped with a one-way valve or other proper respiratory medical device. If breathing is difficult, trained personnel should give oxygen. Call a physician or poison control center immediately.
Skin contact	Immediately flush skin with running water for at least 20 minutes. Take off immediately all contaminated clothing. Take off immediately all contaminated clothing. Call a physician or poison control center immediately. Chemical burns must be treated by a physician. Wash contaminated clothing before reuse. Cover wound with sterile dressing. Do not rub area of contact. Leather and shoes that have been contaminated with the solution may need to be destroyed.
Eye contact	Immediately flush eyes with plenty of water for at least 20 minutes. Immediately flush eyes with plenty of water for at least 15 minutes. Remove contact lenses, if present and easy to do. Continue rinsing. Call a physician or poison control center immediately. Take care not to rinse contaminated water into the unaffected eye or onto the face.
Ingestion	Call a physician or poison control center immediately. Rinse mouth. If swallowed: Rinse mouth. Do NOT induce vomiting. Never give anything by mouth to a victim who is unconscious or is having convulsions. Do not induce vomiting. If vomiting occurs, keep head low so that stomach content doesn't get into the lungs.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.
Indication of immediate medical attention and special treatment needed	Immediate medical attention is required. Causes chemical burns. Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO2). Use media suitable to the surrounding fire such as water fog or fine spray, alcohol foams, carbon dioxide. Use water with caution. Contact with water will generate considerable heat.
-------------------------------------	--

Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire. Do not use dry chemical extinguishing agents. Maleic anhydride may react with the basic sodium compounds. Use chemical extinguishing agents with caution. Some chemical extinguishing agents may react with this material.
Specific hazards arising from the chemical	Not considered flammable. Vapors are heavier than air and may spread along floors. Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts violently with a wide variety of organic and inorganic chemicals including alcohol, carbides, chlorates, picrates, nitrates and metals. Toxic fumes, gases or vapours may evolve on burning.
Special protective equipment and precautions for firefighters	Firefighters should wear proper protective equipment and self-contained breathing apparatus with full face piece operated in positive pressure mode. A full-body chemical resistant suit should be worn.
Fire fighting equipment/instructions	Fight fire with normal precautions from a reasonable distance. Evacuate the area promptly. Move containers from fire area if you can do so without risk. Use water spray to cool unopened containers. Do not allow run-off from fire fighting to enter drains or water courses. Dike for water control.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	Vapors are heavier than air and may spread along floors.
Hazardous combustion products	Hydrogen gas. Hydrogen chloride. Chlorine. Oxygen. Sodium oxides.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Immediately evacuate personnel to safe areas. Keep unnecessary personnel away. Keep people away from and upwind of spill/leak. Keep out of low areas. Wear appropriate protective equipment and clothing during clean-up. Do not breathe mist or vapor. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. Ventilate closed spaces before entering them. Local authorities should be advised if significant spillages cannot be contained. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	Ventilate the area. Remove sources of ignition. Stop leak if you can do so without risk. Absorb spillage to prevent material damage. Use a non-combustible material like vermiculite, sand or earth to soak up the product and place into a container for later disposal. Use water spray to reduce vapors or divert vapor cloud drift. Prevent entry into waterways, sewer, basements or confined areas. Remove with vacuum trucks or pump to storage/salvage vessels. Contain and absorb spilled liquid with non-combustible, inert absorbent material (e.g. sand). Small spills can be neutralized by covering with a reducing agent, such as Sodium thiosulfate or Sodium sulphite. If not recoverable, dilute with water or flush to holding area and neutralize. Never return spills to original containers for re-use. Contact the proper local authorities. Contaminated absorbent material may pose the same hazards as the spilled product. For waste disposal, see Section 13.
Environmental precautions	Contact local authorities in case of spillage to drain/aquatic environment. Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Use only outdoors or in a well-ventilated area. Wear protective gloves/clothing and eye/face protection. Label containers appropriately. When using, do not eat, drink or smoke. Do not taste or swallow. Do not get in eyes, on skin, on clothing. Wash thoroughly after handling. Observe good industrial hygiene practices.
Conditions for safe storage, including any incompatibilities	Store locked up. Storage area should be clearly identified, clear of obstruction and accessible only to trained and authorized personnel. Avoid ultraviolet (UV) light sources. Inspect periodically for damage or leaks. Store in corrosive resistant container with a resistant inner liner. Store in original tightly closed container. Keep container tightly closed. Store in a well-ventilated place. Store away from and do not mix with incompatible materials such as acids, oxidizers, organics, reducing agents and all metals except titanium. Keep away from food, drink and animal feedingstuffs.

8. Exposure controls/personal protection

Occupational exposure limits

US. OSHA Table Z-1 Limits for Air Contaminants (29 CFR 1910.1000)

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	PEL	2 mg/m3

US. ACGIH Threshold Limit Values

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. NIOSH: Pocket Guide to Chemical Hazards

Components	Type	Value
Sodium hydroxide (CAS 1310-73-2)	Ceiling	2 mg/m3

US. Workplace Environmental Exposure Level (WEEL) Guides

Components	Type	Value
SODIUM HYPOCHLORITE (CAS 7681-52-9)	STEL	2 mg/m3

Biological limit values	No biological exposure limits noted for the ingredient(s).
Appropriate engineering controls	Good general ventilation (typically 10 air changes per hour) should be used. Ventilation rates should be matched to conditions. If applicable, use process enclosures, local exhaust ventilation, or other engineering controls to maintain airborne levels below recommended exposure limits. If exposure limits have not been established, maintain airborne levels to an acceptable level. Eye wash facilities and emergency shower must be available when handling this product.
Individual protection measures, such as personal protective equipment	
Eye/face protection	Chemical goggles and face shield are recommended. Eye wash facilities and emergency shower must be available when handling this product.
Skin protection	
Hand protection	Wear appropriate chemical-resistant gloves. Advice should be sought from glove suppliers.
Other	Where contact is likely, wear chemical-resistant gloves, a chemical suit, rubber boots, and chemical safety goggles plus a face shield. Use of an impervious apron is recommended.
Respiratory protection	Chemical respirator with organic vapor cartridge and full facepiece. A NIOSH/MSHA approved air-purifying respirator with the appropriate chemical cartridges or a positive-pressure, air-supplied respirator may be used to reduce exposure. Respirators should be selected based on the form and concentration of contaminants in air, and in accordance with OSHA (29 CFR 1910.134). Advice should be sought from respiratory protection specialists.
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.
General hygiene considerations	When using, do not eat, drink or smoke. Do not breathe mist. Avoid contact with eyes, skin and clothing. Upon completion of work, wash hands before eating, drinking, smoking or use of toilet facilities. Remove soiled clothing and wash it thoroughly before reuse.

9. Physical and chemical properties

Appearance	Clear yellow/green liquid.
Physical state	Liquid.
Form	Liquid.
Color	Clear to yellow/green.
Odor	Pungent. Chlorine-like.
Odor threshold	Not available.
pH	11 - 13
Melting point/freezing point	7.52 °F (-13.6 °C)
Initial boiling point and boiling range	> 104 °F (> 40 °C)
Flash point	Not Applicable
Evaporation rate	Not available.
Flammability (solid, gas)	Not applicable.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not Applicable
Flammability limit - lower (%) temperature	Not Applicable

Flammability limit - upper (%)	Not Applicable
Flammability limit - upper (%) temperature	Not Applicable
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	12 mm Hg
Vapor density	Not available.
Relative density	Not available.
Solubility(ies)	
Solubility (water)	Soluble
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Density	1.18 g/cm ³
Molecular formula	NaOCl
Molecular weight	74.4
Specific gravity	1.18

10. Stability and reactivity

Reactivity	Contact with most metals will generate flammable hydrogen gas. Contact with water will generate considerable heat. Reacts with amines and ammonia compounds to form explosively unstable compounds. May be corrosive to metals. May be corrosive to: Aluminum. Stainless steel. Carbon steel. Copper. Bronze
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	Reacts vigorously or violently with many organic and inorganic chemicals such as: acids, acrolein, acrylonitrile, chlorinated hydrocarbons (e.g. 1,2 dichloroethylene), chlorine dioxide, maleic anhydride, nitroethane, nitroparaffins, 2-nitrophenol, nitropropane, phosphorus, potassium persulfate, and tetrahydrofuran (containing peroxides).
Conditions to avoid	Direct sources of heat. Avoid high temperatures. Direct sunlight. Avoid contact with incompatible materials. Do not use in areas without adequate ventilation. Do not allow evaporation to dryness.
Incompatible materials	Metals. Strong oxidizing agents. Acids. Amines. Ammonia. Reducing agents. Nitrites. Organic compounds.
Hazardous decomposition products	None known, refer to hazardous combustion products in Section 5. In the event of fire the following can be released: Chlorine. Sodium chlorate.

11. Toxicological information

Information on likely routes of exposure

Inhalation	Prolonged inhalation may be harmful. May cause irritation to the respiratory system. May cause severe irritation to the nose, throat, and respiratory tract.
Skin contact	Causes severe skin burns.
Eye contact	Causes serious eye damage.
Ingestion	Causes digestive tract burns. Ingestion may cause severe irritation of the mouth, the esophagus and the gastrointestinal tract.
Most important symptoms/effects, acute and delayed	Corrosive to the eyes and may cause severe damage including blindness. Symptoms may include stinging, tearing, redness, swelling, and blurred vision. Direct skin contact may cause corrosive skin burns, deep ulcerations and possibly permanent scarring. Can cause severe respiratory irritation. Symptoms may include coughing, choking and wheezing. Inhalation could result in pulmonary edema (fluid accumulation). Symptoms of pulmonary edema (chest pain, shortness of breath) may be delayed. May cause severe irritation and corrosive damage in the mouth, throat and stomach. Symptoms may include abdominal pain, vomiting, burns, perforations, bleeding and eventually death.

Information on toxicological effects

Acute toxicity Not expected to be hazardous by OSHA criteria. There is no available data for the product itself, only for the ingredients. See data for individual ingredient acute toxicity data.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	No Data in Literature
<i>Inhalation</i>		
LC50	Rat	No Data in Literature
<i>Oral</i>		
LD50	Rat	No Data in Literature
Sodium Hypochlorite (CAS 7681-52-9)		
Acute		
<i>Dermal</i>		
LD50	Rabbit	> 10000 mg/kg
<i>Inhalation</i>		
LC50	Rat	> 5.25 mg/l/4h
<i>Oral</i>		
LD50	Rat	8910 mg/kg

Skin corrosion/irritation Hazardous by OSHA criteria. Causes severe skin burns. Causes severe skin burns and eye damage. Skin corrosion/irritation - Category 1.

Serious eye damage/eye irritation Hazardous by OSHA criteria. Causes serious eye damage. Serious eye damage/eye irritation - Category 1

Respiratory or skin sensitization

Respiratory sensitization Not expected to be a respiratory sensitizer.

Skin sensitizer Not expected to be hazardous by OSHA criteria. Not expected to be a skin sensitizer.

May cause an allergic skin reaction (e.g. hives, rash) in some hypersensitive individuals.

Germ cell mutagenicity Not expected to be mutagenic.

Carcinogenicity This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

IARC Monographs. Overall Evaluation of Carcinogenicity

Sodium Hypochlorite (CAS 7681-52-9) 3 Not classifiable as to carcinogenicity to humans.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity This product is not expected to cause reproductive or developmental effects.

Specific target organ toxicity - single exposure Hazardous by OSHA criteria. May cause respiratory irritation. Specific Target Organ Toxicity (STOT), Single Exposure, Category 3.

Specific target organ toxicity - repeated exposure Not classified as a specific target organ toxicity -repeated exposure.

Aspiration toxicity Not expected to be an aspiration hazard.

Chronic effects Prolonged inhalation may be harmful. Chronic skin contact with low concentrations may cause dermatitis.

12. Ecological information

Ecotoxicity Toxic to aquatic life.

Components	Species	Test Results
Sodium hydroxide (CAS 1310-73-2)		
Aquatic		
<i>Acute</i>		
Crustacea	EC50	Water flea (Ceriodaphnia dubia) 40 mg/l, 48 hours

Components	Species	Test Results
Fish	LC50	Western mosquitofish (<i>Gambusia affinis</i>) 125 mg/l, 96 hours
Sodium Hypochlorite (CAS 7681-52-9)		
Aquatic		
<i>Acute</i>		
Crustacea	EC50	Water flea (<i>Daphnia magna</i>) 0.169 mg/l, 48 hours
Fish	LC50	Bluegill (<i>Lepomis macrochirus</i>) 0.58 mg/l, 96 hours

Persistence and degradability Biodegradation is not applicable to inorganic substances.

Bioaccumulative potential No accumulation in living organisms is expected due to high solubility and dissociation properties.

Mobility in soil High water solubility indicates a high mobility in soil.

Other adverse effects No other adverse environmental effects (e.g. ozone depletion, photochemical ozone creation potential, endocrine disruption, global warming potential) are expected from this component.

13. Disposal considerations

Disposal instructions Collect and reclaim or dispose in sealed containers at licensed waste disposal site. Dispose of contents/container in accordance with local/regional/national/international regulations.

Local disposal regulations Dispose in accordance with all applicable regulations.

Hazardous waste code The waste code should be assigned in discussion between the user, the producer and the waste disposal company.

Waste from residues / unused products Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).

Contaminated packaging Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

UN number UN1791

UN proper shipping name HYPOCHLORITE SOLUTIONS (RQ = 100)

Transport hazard class(es)

Class 8

Subsidiary risk -

Label(s) 8

Packing group III

Environmental hazards

Marine pollutant Yes

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

Special provisions IB3, N34, T4, TP2, TP24

Packaging exceptions 154

Packaging non bulk 203

Packaging bulk 241

This product does the definition of a marine pollutant as described in 49 CFR section 171.8.

IATA

UN number UN1791

UN proper shipping name HYPOCHLORITE SOLUTION

Transport hazard class(es)

Class 8

Subsidiary risk -

Packing group III

Environmental hazards NO

ERG Code 8L

Special precautions for user Read safety instructions, SDS and emergency procedures before handling.

Other information

Passenger and cargo aircraft Allowed.

Cargo aircraft only Allowed.

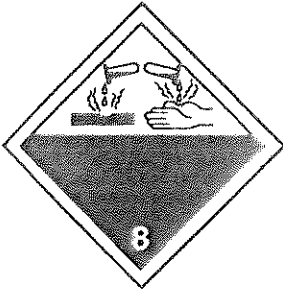
IMDG

UN number UN1791
 UN proper shipping name HYPOCHLORITE SOLUTION
 Transport hazard class(es)
 Class 8
 Subsidiary risk -
 Packing group III
 Environmental hazards
 Marine pollutant No.
 EmS F-A, S-B
 Special precautions for user Read safety instructions, SDS and emergency procedures before handling.
 Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not available.

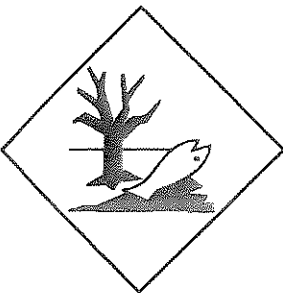
DOT



IATA; IMDG



Marine pollutant



15. Regulatory information

US federal regulations This product is a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.
 All components are on the U.S. EPA TSCA Inventory List.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

CERCLA Hazardous Substance List (40 CFR 302.4)

Sodium hydroxide (CAS 1310-73-2) Listed.

Sodium Hypochlorite (CAS 7681-52-9) Listed.

SARA 304 Emergency release notification

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories
 Immediate Hazard - Yes
 Delayed Hazard - No
 Fire Hazard - No
 Pressure Hazard - No
 Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical Yes

SARA 313 (TRI reporting)

Not regulated.

Other federal regulations**Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List**

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations**US. California Controlled Substances. CA Department of Justice (California Health and Safety Code Section 11100)**

Not listed.

US. Massachusetts RTK - Substance List

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. New Jersey Worker and Community Right-to-Know Act

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. Pennsylvania Worker and Community Right-to-Know Law

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. Rhode Island RTK

Sodium hydroxide (CAS 1310-73-2)
 Sodium Hypochlorite (CAS 7681-52-9)

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes

Country(s) or region	Inventory name	On inventory (yes/no)*
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates that all components of this product comply with the inventory requirements administered by the governing country(s)
 A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date 03-15-2015
Version # 01
HMIS H: 3 F: 0 R: 1
NFPA H: 3 F: 0 R: 1



Certified to NSF/ANSI 60

List of abbreviations

Maximum use level for Sodium hypochlorite under NSF/ANSI Standard 60 - Maximum use in potable water is 84 mg/L for 12.5% bleach and 100 mg/L for 10.5% bleach.

- ACGIH: American Conference of Governmental Industrial Hygienists
- CAS: Chemical Abstract Services
- CERCLA: Comprehensive Environmental Response, Compensation and Liability Act of 1980
- CFR: Code of Federal Regulations
- DOT: Department of Transportation
- DSL: Domestic Substance List
- EC: European Community
- EINECS: European Inventory of Existing Commercial chemical Substances
- EPA: Environmental Protection Agency
- EPCRA: Emergency Planning and Community Right-to-Know Act
- HSDB® - Hazardous Substances Data Bank
- IARC: International Agency for Research on Cancer
- IATA: International Air Transport Association
- IBC: Intermediate Bulk Container
- IMDG: International Maritime Dangerous Goods
- LC: Lethal Concentration
- LD: Lethal Dose
- NOEC: No observable effect concentration
- NTP: National Toxicology Program
- OECD: Organisation for Economic Cooperation and Development
- OSHA: Occupational Safety and Health Administration
- PPE: Personal Protective Equipment
- RCRA: Resource Conservation and Recovery Act
- RTECS: Registry of Toxic Effects of Chemical Substances
- SARA: Superfund Amendments and Reauthorization Act
- SDS: Safety Data Sheet
- STEL: Short Term Exposure Limit
- TLV: Threshold Limit Values
- TWA: Time Weighted Average

Prepared by: ICC The Compliance Center Inc. 1-888-442-9628
<http://www.thecompliancecenter.com>

Disclaimer

Disclaimer
 This Safety Data Sheet was prepared by ICC The Compliance Center Inc. using information provided by / obtained from Allied Universal Corporation and CCOHS' Web Information Service. The information in the Safety Data Sheet is offered for your consideration and guidance when exposed to this product. ICC The Compliance Center Inc. and Allied Universal Corporation expressly disclaim all expressed or implied warranties and assume no responsibilities for the accuracy or completeness of the data contained herein. The data in this SDS does not apply to use with any other product or in any other process.

This Safety Data Sheet may not be changed, or altered in any way without the expressed knowledge and permission of ICC The Compliance Center Inc. and Allied Universal Corporation

Bibliography

- Canadian Centre for Occupational Health and Safety, CCIInfoWeb Databases, 2014 (Chempendium, RTECs, HSDB, INCHEM)
- European Chemicals Bureau, Existing Chemicals Work Area, EINECS Information System, 2014.
- Material Safety Data Sheet from manufacturer.
- OECD - The Global Portal to Information on Chemical Substances - eChemPortal, 2014.

Substitute Form **W-9**
(Rev. March 2002)

Request for Taxpayer Identification Number and Certification

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

Name (See Specific Instructions on page 2.)
Allied Universal Corporation

Business name, if different from above. (See Specific Instructions on page 2.)

Check appropriate box: Individual/Sole Proprietor Corporation Partnership Other ▶
 LLC filing as Sole Proprietor LLC filing as Corporation LLC filing as Partnership

Address (number, street, and apt. or suite no.)
3901 NW 115 Ave.

City, state, and ZIP code
Miami, FL 33178

Requestor's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number
or
Employer identification number
5 9 0 7 7 6 2 8 5

Part II For U.S. Payees Exempt From Backup Withholding (See the instructions on page 2.)

List account number(s) here (optional)

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here **Signature of U.S. person** ▶ *Lathin Pineda* **Date** ▶ 7-24-15

Purpose of Form

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

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

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

If you are a foreign person, use the appropriate Form W-8. See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

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

What is backup withholding? Persons making certain payments to you must withhold and pay to the IRS 31% of such payments under certain conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, non-employee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part III instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only). Certain payees and payments are exempt from backup withholding. See the Part II instructions and the separate instructions for the Requester of Form W-9.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

EMERGENCY CONTACT NUMBERS

CORPORATE:

WORKING HOURS:

(305) 888 – 2623

EMERGENCY CONTACTS (OTHER PHONE NUMBERS):

- | | |
|--|--|
| 1. TODD TUCKER (VP OF OPERATIONS) | WORK (786) 522-0200, CELL (903) 987-3248 |
| 2. RON ZEIGLER (S. REGIONAL OPERATIONS MANAGER) | WORK (772) 464-7001, CELL (772) 342-1872 |
| 3. ANTHONY FEDD (N. REGIONAL OPERATIONS MANAGER) | WORK (912) 267-9470 x0414, CELL (850) 212-6858 |
| 4. JIM LAFRENIERE (FLEET OPERATIONS MANAGER) | WORK (305) 894-4173, CELL (305) 491-3430 |
| 5. MIKE HARRIS (FLEET MAINTENANCE MANAGER) | WORK (912) 267-9590, CELL (912) 571 0704 |

US TSA'S TRANSPORTATION SECURITY COORDINATION CENTER:

(703) 563-3236 OR 3237

BRANCHES:

	<u>HOME OR CELL PHONE NO.</u>
MIAMI, FL (305) 888-2623	
JAMIE JOHNSON	CELL # (305) 216-4612
LEO DELEON	CELL # (305) 310-0762
SCOTT GRAY	CELL # (305) 335-0756
FT. PIERCE, FL (772) 464-6195	
KENT IVERSEN	CELL # (706) 957-2576
JAMES PRINCE	CELL # (757) 615-5139
TOM STRICKLAND	CELL # (772) 919-7023
TAMPA, FL (813) 832-4868	
KEN COLE	CELL # (813) 210-2327
VAL BOLBIRER	CELL # (917) 709-4363
KAREN GARILLI	CELL # (813) 966-3635
JACKSONVILLE, FL (904) 438-4976	
DAVID SCHULTZ	CELL # (912) 222-9487
BRUNSWICK, GA (912) 267-9470	
WILLIAM WARE	CELL # (502) 333-8059
MIKE LEBEN	CELL # (772) 528-5436
CHARITY BREWER	CELL # (912) 230-8680
RANGER, GA (706) 334-7377	
EARL WHITE	CELL # (813) 317-8470
NICK RAINEY	CELL # (706) 280-0048
JEFF SANCHEZ	CELL # (813) 263-4191
ELLISVILLE, MS (601) 477-2550	
JAMES JEFFERSON	CELL # (601) 455-2852
GARY ANDERSON	CELL # (601) 596-5878

Tenth Order of Business

Coral Springs Improvement District

Agenda Item Summary



Date: September 19, 2016

Subject: Aquatic Herbicide Purchases FY 2017

Department: Drainage

By: Shawn Frankenhauser

Staff Requested Action: Award of Bid for Aquatic Herbicides used in District canals/waterways.

Budgeted: Yes **Amount:** \$116,308.00

Attachments: Bid Tabulation w/ highlighted recommendation per staff

Staff recommends award of shaded cells based on cost. Staff asks to allow flexibility to utilize the next lowest bid for products we are familiar with and have worked well for us in the past in the event we are not satisfied with the performance of Alligare products. The 2nd low bidder is primarily Crop Productions.

Background/Description: RFB of annual purchase of aquatic herbicides for use in drainage canals was advertised for 2 consecutive weeks in local newspaper. We also obtained SFWMD herbicide bid award for July 1, 2016 through June 30 2017. We can take advantage of lower pricing on some products by using the SFWMD bid.

Benefits:

- **Operational Cost Reductions:** Bid process allows for competitive pricing, piggyback off SFWMD provides for deeper discounts on purchases
- **Manpower Impact/Productivity:** N/A
- **Service Continuity/Improvement:** Stronger buying power via SFWMD competitive bid

BID TITLE AQUATIC HERBICIDES
 OPEN DATE 26-Aug-16
 OPEN TIME 10:00 AM
 BUYER C.S.I.D.

Failure to file within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. All bids accepted by the District are subject to the District's terms and conditions. Any and all terms and conditions submitted by bidders will be rejected and shall have no force and/or effect.

OPEN BY R.Frederick
 TABULATED BY S.Frankenhauser
 VERIFIED BY R.Frederick

Tabulation sheet indicates unit price per gallon or per pound

Chemicals	Container Size	HELENA	RED RIVER	UNIVAR	CROP PROD. SERVICES	ALLIGARE	S.F.W.M.D. (PIGGYBACK)
Round Up Custom	2 1/2 Gals.	\$17.00	\$16.00	\$19.84	\$15.00	Alligare 5.4 \$12.00	Alligare 5.4 \$12.50
Diquat	2 1/2 Gals.	Diquat 2SL \$39.00	Diquat SPC2L \$45.00	\$51.34	Tribune \$39.60	Alligare Diquat \$38.20	Alligare Diquat \$38.75
Citrine Plus	2 1/2 Gals.	\$15.00	\$17.00	\$25.69	\$14.94	ARGOS \$14.25	N/B
Induce	2 1/2 Gals.	Inlet \$13.00	RRSI NIS \$8.00	\$22.30	Activator 90 \$13.50	N/B	Alligare Trace \$13.75
Hydrothol 191	2 1/2 Gals.	\$69.00	\$77.50	\$82.44	\$67.90	N/B	Crop Prod. \$64.56
Aquathol K	2 1/2 Gals.	\$67.00	\$75.00	\$79.74	\$64.10	N/B	Crop Prod. \$62.00
Aquathol S K	20 lbs Bag	\$16.49	\$20.15	\$20.30	\$16.42	N/B	Crop Prod. \$16.00
2, 4-D	2 1/2 Gals.	Weed Rhap \$13.35	\$11.20	Weed Destroy \$18.62	Clean Amine \$12.38	2, 4-D Amine \$10.50	Helena \$12.50
Clipper	5 lbs Pail	\$139.30	\$139.30	N/B	Skooner \$121.00	\$139.30	Alligare \$139.30
Hydrothol 191 granular	20 lbs. bag	\$3.01	\$4.63	N/B	\$2.95	N/B	N/B

WINFIELD®

2601 W Orange Blossom Trail
Apopka, FL 32712

August 30, 2016

Mr. Shawn Frankenhauser

CORAL SPRINGS IMPROVEMENT DISTRICT

10300 N.W. 11TH MANOR CORAL SPRINGS, FL 33071

Dear Mr. Frankenhauser,

Winfield will gladly extend the same pricing to Coral Springs Improvement District that were awarded to Winfield on the SFWMD as well and SJRWMD 2016 bids. This pricing agreement will be honored for the duration of these bids.

All the best,



Dharmen Setaram

Florida AVM Sales

(407)670-4094

dsetaram@landolakes.com

From: Collins, Joseph <joseph.collins@cpsagu.com>
Sent: Friday, August 26, 2016 2:57 PM
To: Shawn Frankenhauser (shawnf@csidfl.org)
Cc: Knowlton, Troy; Mason, Paul
Subject: SFWMD piggyback

Shawn,

Per our conversation, CPS will be happy to allow the Coral Springs Improvement District to piggyback pricing from the SFWMD bid #600000766, for the duration of the contract ending 06/30/2017. Please feel free to contact me with any questions or concerns.

Thank you, Joe

Sincerely, Joe Collins
Sales/Govt. Accounts Coordinator
PH 352-222-0655
FX 321-226-0213
Timberland Aquatic Division

Please be safe!

For more information on Agrium's E-Mail Policy or to unsubscribe, click here:

http://www.agrium.com/email_footer_en.jsp

Pour plus de renseignements sur la politique de courrier électronique d'Agrium ou pour vous désabonner, cliquez ici :

http://www.agrium.com/email_footer_fr.jsp



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

PRICE AGREEMENT AWARD NOTIFICATION

TO: Alligare LLC.
 13 N. 8th Street
 Opelika, AL 36801

DATE: July 1, 2016

VENDOR NUMBER: 106745

AGREEMENT NUMBER: 4600003430

BID/QUOTE NUMBER: 6000000766

Title: Herbicides & Related Adjuvants

Agreement Period: 7/1/16 thru 6/30/17

District Contact: Josclyn Harris-Fitzroy *JHF*
Telephone: 561-682-2298
Fax: 561-682-5754

Vendor Contact:
 Norma Cassinari/Elaine Azzarano

Delivery: 7 Days

Telephone: 772-473-7333/334-741-0302
Fax: 334-741-9395
E-Mail: ngcassinari@alligare.com
eazzarano@alligare.com

FOB Destination

SPECIAL INSTRUCTIONS: When indicated, please give a notice of delivery telephone call to the delivery site staff.

COMMODITIES/SERVICES

Material	Description	Unit	Unit Price
100064	HERB. 2,4-D 15 GAL	GAL	\$11.50
100108	HERB. TRICLOPYR AQ 2.5 GAL 3# ACID/GAL	GAL	\$33.50
100779	HERB. TRICLOPYR AQUATIC 30 GAL	GAL	\$33.50
100054	HERB. DIQUAT 2.5 GAL	GAL	\$38.75
101272	HERB. DIQUAT 250 GAL	GAL	\$38.75
100113	HERB. GLYPHOSATE AQUATIC 2.5 GAL	GAL	\$12.50
100104	HERB. GLYPHOSATE AQUATIC 30 GAL	GAL	\$12.00
100830	HERB. GLYPHOSATE AQUATIC 250/265 GAL	GAL	\$11.75
100825	HERB. IMAZAPYR 2.5 GAL	GAL	\$45.45
100809	HERB. IMAZAPYR 15 GAL	GAL	\$45.35

100810	HERB. IMAZAPYR 30 GAL	GAL	\$45.00
101274	HERB. IMAZAPYR 250 GAL	GAL	\$44.75
102850	HERB. FLUMIOXAZIN CLIPPER 5 LB	LB	\$139.30
103693	ADJ. SPREADER (SILICON) 2.5 GAL	GAL	\$31.50
100793	ADJ. SPREADER (NON-IONIC) 2.5 GAL	GAL	\$13.75

NOTE: This is a notification of award only. Quantity/dollar limits are based on estimates. This notification and any subsequent release order are subject to the terms and conditions of the above referenced bid/quote and the District Purchase Order.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

PRICE AGREEMENT AWARD NOTIFICATION

TO: Crop Production Services, Inc.
 2100 Moores Lane
 Mulberry, FL 33860

DATE: July 1, 2016
REVISED: July 13, 2016
VENDOR NUMBER: 116153

AGREEMENT NUMBER: 4600003431

BID/QUOTE NUMBER: 6000000766

Title: Herbicides & Related Adjuvants

Agreement Period: 7/1/16 thru 6/30/17

District Contact: Josclyn Harris-Fitzroy *JHF*
Telephone: 561-682-2298
Fax: 561-681-5754

Delivery: 7 Days
 FOB Destination

Vendor Contact: Joe Collins/Paul Mason
Telephone: 352-222-0655/ 407-718-9154
Fax: 321 226-0213
Email: joseph.collins@cpsagu.com

This Price Agreement Award Notification is hereby revised to delete "HERB. OASIS 2.5 GAL" (Material 103359).

SPECIAL INSTRUCTIONS: When indicated, please give a notice of delivery telephone call to the delivery site staff.

COMMODITIES/SERVICES

Item	Material	Description	Unit	Price
1	100085	HERB. 2,4-D 30 GAL	GAL	\$10.24
2	103354	HERB. AQUASWEEP 2.5 GAL	GAL	\$36.76
3	100777	HERB. IMAZAMOX 1 GAL	GAL	\$258.16
4	100802	HERB. TRICLOPYR ESTER 2.5 GAL	GAL	\$41.00
5	100803	HERB. TRICLOPYR ESTER 30 GAL	GAL	\$41.00
6	100681	HERB. TRICLOPYR ES. MIXED IN OIL 2.5 GAL	GAL	\$35.88
7	100056	HERB. HYDROTHOL 191 2.5 GAL	GAL	\$64.56
8	100048	HERB. ENDOTHALL 2.5 GAL	GAL	\$62.00
9	100049	HERB. ENDOTHALL 30 GAL	GAL	\$62.00
10	101273	HERB. ENDOTHALL 250 GAL	GAL	\$58.00
11	100069	HERB. ENDOTHALL 20 LB	LB	\$16.00
12	100805	HERB. GLYPHOSATE AQUATIC 15 GAL	GAL	\$18.40
13	100706	HERB. GLYPHOSATE 2.5 GAL	GAL	\$9.36
14	100705	HERB. GLYPHOSATE 30 GAL	GAL	\$9.36

15	100118	HERB. IMAZAPIC 2.5 GAL	GAL	\$108.50
16	100689	HERB. FLURIDONE 30/40 LBS	LB	\$35.84
17	100105	HERB. HEXAZINONE 2.5 GAL	GAL	\$78.00
18	100141	HERB. HEXAZINONE 15 GAL	GAL	\$78.00
19	100821	HERB. AMINOPYRALID 2.5 GAL	GAL	\$312.50
20	100902	HERB. PENOXSULAM 2.5 GAL	GAL	\$2,104.00
21	103162	HERB. PERSPECTIVE 5 LB	LB	\$82.08
22	103359	HERB. OASIS 2.5 GAL DELETED	GAL	\$000.00
23	100046	ADJ. POLYMER 2.5 GAL	GAL	\$25.28
24	100087	ADJ. SPREADER (SILICON) SILNET 1 GAL	GAL	\$33.80
25	100819	ADJ. OIL CARRIER 2.5 GAL	GAL	\$10.90
26	100114	ADJ. OIL CARRIER, 11.25 GAL IN 15 GAL	GAL	\$9.30
27	100822	ADJ. MSO 1 GAL	GAL	\$11.96
28	100083	ADJ. MSO, 2.5 GAL	GAL	\$10.96
29	100139	ADJ. MSO, 15 GAL	GAL	\$10.96
30	100115	ADJ. NU-FILM IR 2.5 GAL	GAL	\$35.80

NOTE: This is a notification of award only. Quantity/dollar limits are based on estimates. This notification and any subsequent release order are subject to the terms and conditions of the above referenced bid/quote and the District Purchase Order.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

PRICE AGREEMENT AWARD NOTIFICATION

TO: Diamond R Fertilizer Co, Inc.
 4100 Glades Cutoff Road
 Ft. Pierce, FL 34981

DATE: July 1, 2016

VENDOR NUMBER: 113697

AGREEMENT NUMBER: 4600003432

BID/QUOTE NUMBER: 6000000766

Title: Herbicides & Related Adjuvants

Agreement Period: 7/1/16 thru 6/30/17

District Contact: Josclyn Harris-Fitzroy *JHF*
Telephone: 561-682-2298
Fax: 561-682- 5754

Delivery: 7 Days
 FOB Destination

Vendor Contact: Thom Chester
 Lisa Robinson
Telephone: 772 201-0099/772 464-9300

Email: thomchester@comcast.net

SPECIAL INSTRUCTIONS: When indicated, please give a notice of delivery telephone call to the delivery site staff.

COMMODITIES/SERVICES

1	100841	HERB. GLYPHOSATE 250 GAL	GAL	9.28
2	102832	HERB. GLYPHOSATE 30 GAL RETURN CONT.	GAL	27.10

NOTE: This is a notification of award only. Quantity/dollar limits are based on estimates. This notification and any subsequent release order are subject to the terms and conditions of the above referenced bid/quote and the District Purchase Order.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

PRICE AGREEMENT AWARD NOTIFICATION

TO: Helena Chemical Co.
 PO Box 1758
 Dade City, FL 33526

DATE: July 1, 2016

VENDOR NUMBER: 113698

AGREEMENT NUMBER: 4600003433
Title: Herbicides & Related Adjuvants

BID/QUOTE NUMBER: 6000000766

Agreement Period: 7/1/16 thru 6/30/17

District Contact: Joselyn Harris-Fitzroy *JHF*
Telephone: 561-682-2298
Fax: 561-682-5754
Vendor Contact: James Boggs & Misti Hurtt
Telephone: 863-557-0076 / 352-521-3538
Fax: 352-567-2083
Email: boggsj@helenachemical.com
fryem@helenachemical.com

Delivery: 7 Days
 FOB Destination

SPECIAL INSTRUCTIONS: When indicated, please give a notice of delivery telephone call to the delivery site staff.

COMMODITIES/SERVICES

Item		Description	Unit	Unit Price
1	100107	HERB. 2,4-D 2.5 GAL	GAL	\$12.50
2	102570	HERB. IMAZAMOX 15 GAL	GAL	\$257.38
3	103160	HERB. TRICLOPYR AQ 2.5 GAL 2.87#ACID/GAL	GAL	\$79.00
4	100804	HERB. CARFENTRAZONE ETHYL 1 QT	QT	\$147.20
5	103356	HERB. AQUASTRIKE 2.5 GAL	GAL	\$55.50
6	103357	HERB. AQUASTRIKE 250 GAL	GAL	\$54.12
7	100062	HERB. FLURIDONE 1 GAL	GAL	\$1414.00
8	103161	HERB. VELOSSA 2.5 GAL	GAL	\$95.00
9	103355	HERB. AMINOPYRALID-TRICLOPYR 2.5 GAL	GAL	\$38.00
10	103163	HERB. VIEWPOINT 5 LB	LB	\$65.28
11	103164	HERB. TRADEWIND 2 LB	LB	\$541.06
12	103692	ADJ. ACCURACY 1 GAL	GAL	\$28.00

13	100041	ADJ. ANTIFOAMING 1 PT	PT	\$3.81
14	103381	ADJ. DYNE-AMIC 2.5 GAL	GAL	\$42.00
15	100824	ADJ. DYE, 1 GAL	GAL	\$16.05
16	103167	ADJ. QUEST 2.5 GAL	GAL	\$21.00

NOTE: This is a notification of award only. Quantity/dollar limits are based on estimates. This notification and any subsequent release order are subject to the terms and conditions of the above referenced bid/quote and the District Purchase Order.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

PRICE AGREEMENT AWARD NOTIFICATION

TO: Winfield Solutions LLC
 2601 W. Orange Blossom Trail
 Apopka, FL 32712

DATE: July 1, 2016

VENDOR NUMBER: 118011

AGREEMENT NUMBER: 4600003434

BID/QUOTE NUMBER: 6000000766

Title: Herbicides & Related Adjuvants

Agreement Period: 7/1/16 thru 6/30/17

District Contact: Josclyn Harris-Fitzroy
Telephone: 561-682-2298
Fax: 561-682-5754

JHF

Delivery: 7 Days

Vendor Contact: Dharmen Setaram
Telephone: 407-670-4094

FOB Destination

Fax: 651-234-8576
Email: dsetaram@landolakes.com

SPECIAL INSTRUCTIONS: When indicated, please give a notice of delivery telephone call to the delivery site staff.

COMMODITIES/SERVICES

Item	Material Number	Description	Unit	Unit Price
1	100121	HERB. ENDOTHALL 1000 LB	LB	\$18.00
2	103362	HERB. STREAMLINE 3 LB	LB	\$91.68
3	103360	HERB. DROPLEX 1 GAL	GAL	\$47.00

NOTE: This is a notification of award only. Quantity/dollar limits are based on estimates. This notification and any subsequent release order are subject to the terms and conditions of the above referenced bid/quote and the District Purchase Order.



SOUTH FLORIDA WATER MANAGEMENT DISTRICT REQUEST FOR BIDS (RFB)

<p>Bids Must Be Submitted To The Following Address:</p> <p>South Florida Water Management District Attn: Procurement Bureau B-1 Building, 2nd Floor West 3301 Gun Club Road West Palm Beach, FL 33406</p> <p>Note: Hand delivered bid packages may be dropped off in the B-1 Building, 1st Floor</p>	<p>Number: 6000000766 Issue Date: May 5, 2016</p>
<p>Title: Herbicides and Related Adjuvants</p>	
<p>Purpose: The purpose of this RFB is to solicit bids from responsive and responsible bidders to supply and deliver (F.O.B. Destination) Herbicides and Related Adjuvants to various District locations (see Attachment 4A & 4B, pages 1-13) for a period of one (1) year.</p> <p>A more complete description of the technical specifications can be found in Attachment 4A & 4B of this RFB.</p>	
<p>Inquiry Period: May 5, 2016 to May 16, 2016</p> <p>Inquiries may be made between the hours of 8:00 A.M. and 5:00 P.M. weekdays.</p>	<p>Direct All Inquiries to:</p> <p>Procurement: Joselyn Harris-Fitzroy, Sr. Purchasing Specialist Telephone No: (561) 682-2298 E-Mail: jharrisf@sfwmd.gov Fax No: (561) 682-5754</p> <p style="text-align: center;">Note: All technical inquiries must be submitted in writing via Fax or E-Mail.</p>
<p>Deadline For Bid Submission:</p> <p>MAY 24, 2016- 2:00 P.M.</p> <p>1 Original and 1 Copy to be Submitted</p> <p>ALL RESPONSES <u>MUST</u> BE SUBMITTED IN A SEALED ENVELOPE OR BOX Confirmation of timely receipt may be made by calling (561) 682-2715</p>	
<p>Note: All information submitted in response to this Solicitation is subject to the public records law in Chapter 119, Florida Statutes. Any material that a firm believes is exempt from public records must be clearly identified, with explicit notation of the applicable statutory exemption.</p>	
<p>This RFB is Comprised of a Response Checklist and 4 Parts:</p> <p>Part 1. General Guidelines and Information Part 2. Instructions for Preparing Responses Part 3. Compliance Disclosure Form Part 4. Additional Requirements</p>	<p>Attachments:</p> <ol style="list-style-type: none"> 1. Statement of No Response 2. Sample Purchase Order 3. Drug Free Workplace Certification 4. Specifications (4A & 4B)

REQUEST FOR BID RESPONSE CHECKLIST

This Response Checklist is provided for the convenience of the Respondent and shall not be relied upon in lieu of the instructions or requirements of this solicitation. To ensure that your bid package is complete, please review the following items to confirm that they have been addressed and are enclosed. There is no requirement to return this checklist with your bid package.

	Have you met the bid submission deadline established in the solicitation?
	Have you submitted the required number of complete copies of the bid and is one them marked "Original"?
	Does the Original contain all required documentation to meet the responsiveness and responsibility requirements?
	Have you attached a completed and signed Compliance Disclosure Form?
	Have you attached a signed Drug Free Workplace Certificate?
	Have you provided material safety data sheets (MSDS) and labels for all products offered on compact disc(s) or flash drive ?
	Have you received notice of any citations and/or violations of environmental regulations?

PART 1 GENERAL GUIDELINES AND INFORMATION

1.1 DEFINITIONS

"RFB". A Request for Bids, which is a written Solicitation for sealed competitive bids in which price is the primary selection criterion.

"Bidder" or "Respondent". All contractors, consultants, organizations, firms or other entities submitting a Response to this RFB as a prime contractor.

"Bid" or "Response". The written Response to this RFB offering to provide the specified commodities and/or services. It shall be considered a formal offer.

"Solicitation." A written request to obtain services and/or commodities through a Request for Bids, Request for Proposals or Request for Quotes. The District may also solicit Responses separately via a Request for Qualifications or Request for Information.

"District." The South Florida Water Management District.

"Contract." A binding written agreement, including purchase orders, containing terms and obligations governing the relationship between the District and another party.

1.2 DISTRICT OVERVIEW AND MISSION

The District headquarters is located in West Palm Beach, Florida. The District's area of responsibility extends over 16 counties from Orlando to Key West.

The Mission of the District is to manage water and related resources for the benefit of the public and in keeping with the needs of the region. The key elements of the Mission are: environmental protection and enhancement, water supply, flood protection and water quality protection. The Mission is accomplished through the combined efforts of planning and research, operations and maintenance, community and government relations, land management, regulation and construction.

1.3 INVITATION

This invitation is extended to firms and organizations that can provide the requirement(s) specified herein. The requirements presented in this Solicitation represent the District's anticipated needs.

1.4 COMPLIANCE DISCLOSURE FORM

The *Compliance Disclosure Form*, attached to this Solicitation, includes documentation that shall be executed by an individual authorized to bind the Respondent.

If the *Compliance Disclosure Form* is not submitted as part of the Respondent's bid package, is altered in any manner or is not fully completed, the Respondent shall be deemed non-

responsive to the Solicitation requirements (refer to Part 2). The *Compliance Disclosure Form* is attached to Part 3 of this Solicitation.

1.5 PUBLIC ENTITY CRIMES/ DISCRIMINATORY VENDOR LIST

Any Respondent, or any of its suppliers, subcontractors, or consultants who shall perform work which is intended to benefit the District, shall not be a convicted vendor or included on the discriminatory vendor list. If the Respondent or any affiliate of the Respondent has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months must have passed since that person was placed on the convicted vendor or discriminatory vendor list. The Respondent further understands and accepts that any contract issued as a result of this Solicitation shall be either voidable or subject to immediate termination by the District, in the event there is any misrepresentation or lack of compliance with the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The District, in the event of such termination, shall not incur any liability to the Respondent for any work or materials furnished.

1.6 SCRUTINIZED COMPANIES

Respondent certifies that it is not listed on either 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. The Respondent further understands and accepts that any contract issued as a result of this Solicitation shall be subject to 287.135, Florida Statutes, and subject to immediate termination by the District in the event there is any misrepresentation or false certification on the part of the Respondent.

1.7 LOBBYING

Respondents may only contact the Purchasing Specialist identified on the cover page of this Solicitation regarding any issues arising out of this Solicitation, including but not limited to the selection process, negotiation, and award. The Respondent must not contact any other District employee, board member or agent. This provision applies from the release of the Solicitation through the end of the 72-hour period following the District posting of the notice of intended award. If a Respondent violates this provision the District may reject their response.

1.8 SUSPENSION OF CONTRACTORS FOR MATERIAL BREACH OF DISTRICT CONTRACTS

Pursuant to Rule 40E-7, Part II, F.A.C., the District's Governing Board, upon recommendation by the Procurement Bureau Chief, may temporarily or permanently suspend contractors from doing business with the District whenever a contractor materially breaches its contract with the District. Any bid submitted by a Respondent, its proposed subcontractors or subconsultants who are included on the District's Suspension List shall not be considered for review.

In addition, the principals of any Respondent or its proposed subcontractors or subconsultants shall not attempt to do business with the District under a different name or form a new legal entity in order to do business with the District while the principals of the Respondent or its proposed subcontractors or subconsultants remain on the Suspension List.

In the event there is any intentional misrepresentation, the Respondent further understands and accepts that any contract issued as a result of this Solicitation shall be subject to immediate termination for default and suspension procedures by the District. The District, in the event of such termination, shall not incur any liability to the Respondent for any work or materials furnished.

1.9 SUBCONTRACTOR PARTICIPATION

The District recognizes fair and open competition as a basic tenet of public procurement. Respondents doing business with the District are prohibited from discriminating on the basis of race, color, creed, national origin, handicap, age or sex. The District supports diversity in its contracting opportunities and requests that all subcontracting opportunities afforded by this Solicitation embrace diversity enthusiastically.

1.10 POINTS OF CONTACT TIMETABLE FOR INQUIRIES

Respondents shall contact the Purchasing Agent, identified on the cover page of this Solicitation, for all inquiries relating to this Solicitation. All Respondents' technical inquiries shall be confirmed in writing either through the mail, via facsimile transmission or electronic mail. Technical questions will not be entertained beyond the cut-off date indicated on the cover page so that answers to substantive questions, in the form of written addenda, can be posted on the District's web site (www.SFWMD.gov/Procurement, select Current Solicitations/ Contract Opportunities Calendar).

1.11 ORAL REPRESENTATIONS

No oral representations made by District staff shall be binding. The contents of this RFB and any subsequent addenda issued by the District shall govern all aspects of this Solicitation.

1.12 ADDENDA

If any Solicitation revisions become necessary (other than changes to the deadline for Response submission), the District will post written addenda on the District's web site (www.SFWMD.gov/Procurement, select Current Solicitations/ Contract Opportunities Calendar) at least seven (7) calendar days before the deadline for Responses. The District may revise the deadline for Response submission at any time prior to the date and time scheduled for opening the Responses. **It is the responsibility of all Respondents to ascertain whether any addenda have been issued before the solicitation deadline by either calling or checking the District's web site** (www.SFWMD.gov/Procurement, select Current

Solicitations/Contract Opportunities Calendar). All addenda placed on the District's web site can be downloaded.

1.13 CANCELLATION OF THE SOLICITATION

The District reserves the right to cancel this Solicitation and/or re-advertise and re-solicit at any time if the District determines it is in its best interest.

1.14 SOLICITATION DOCUMENTS

If a potential Respondent protests any provisions of the Solicitation documents, a notice of intent to protest shall be filed with the District in writing within seventy-two (72) hours (excluding weekends and District observed holidays) after the posting of the Request for Bids and/or posting of any written addenda on the District's web site (www.SFWMD.gov/Procurement, select Current Solicitations/ Contract Opportunities Calendar).

The formal written protest shall be filed within 10 days after the date that the notice of intent to protest is filed. Any Respondent who files a formal written protest pursuant to Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes, shall post with the District at the time of filing the formal written protest, a bond pursuant to Section 287.042(2)(c), Florida Statutes. Failure to file a notice of intent to protest or failure to file a formal written protest within the time prescribed in Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Notices of Intent to Protest and Formal Written Protests along with bond or other security shall be timely filed with the Clerk of the South Florida Water Management District at 3301 Gun Club Road, West Palm Beach, FL 33406. The District will not accept receipt of any Notices of Intent to Protest or Formal Written Protests filed at any location other than the District Clerk's Office. Notices of Intent to Protest and Formal Written Protests may be filed by hand delivery, U.S. Mail or electronic transmission (email) with the Clerk's Office at clerk@sfwmd.gov. Filings by facsimile will not be accepted. A Respondent who files a document by email is responsible for any delay, disruption, or interruption of the electronic signals and accepts the risk that the document may not be properly filed with the District Clerk as a result. The filing date for Notices of Intent to Protest and Formal Written Protests transmitted by email is the date the District Clerk receives the complete document. Filings will be accepted between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday which are the normal hours of operation. Any document received after 5:00 p.m. will be deemed filed as of 8:00 a.m. the next business day.

1.15 PRICING

All pricing provided in the Respondent's bid shall be firm and inclusive, including all handling, setup, packaging, shipping and inside delivery charges to the destination set forth herein unless otherwise indicated. Responses indicating "price in effect at time of shipment" are considered invalid and will be rejected.

Similar Prices. The Respondent, in submitting this bid, warrants that the prices at which the same goods are sold in approximately similar quantities under similar terms and conditions to any other purchaser.

Unit Prices. Unit prices must be indicated on the Attachment 4A & 4B. Where there is an error in the extension of price, the unit price prevails. The Unit Price shall not be more than two (2) decimal places.

F.O.B. Place of Destination. All prices shall be Free on Board (F.O.B.) Place of Destination.

1.16 WARRANTY

The Respondent warrants that the goods offered for sale to the District are fit for the purposes for which such goods are typically used. If the District has informed the Respondent of the particular purpose for which it intends to use the goods, the Respondent recognizes that the District will rely upon the Respondent's skill and judgment to select suitable goods in Response to this Solicitation. The Respondent further warrants that the title of all items is good, that the goods can be transferred and that there are no liens or encumbrances against the title of any items at the time of bid submittal, unless so specified in the Response. The Respondent shall specify any express warranties applicable to the items included in the bid.

1.17 GOODS CONDITION AND PACKAGING

Unless otherwise stated in the specifications or the Solicitation, or specifically ordered from an accepted price list, deliveries must consist only of new and unused goods, which are the current standard production model available at the time of the Response. The goods must be suitably packaged for shipment by common carrier. Each container or multiple units or items otherwise packaged must bear a label, imprint, stencil or other legible markings stating name of manufacturer or supplier, contract or purchase order number and any other markings required by the specifications or other acceptable means of identifying the contractor and contract or purchase order number.

1.18 MANUFACTURER'S NAME AND APPROVED EQUIVALENTS

Manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification are for the purposes of establishing quality level and prominent physical, functional or other characteristics of the named products which are essential to meet the District's needs. Such

characteristics are desirable and are not intended to limit competition. The Respondent may offer any brand that meets or exceeds the specifications for any item(s) included in the Solicitation and shall include this statement in the bid submittal.

1.19 RECYCLING

A key element of the District's mission is environmental protection and enhancement. In furtherance of this mission the District encourages the Respondent to provide recyclable materials, if possible and if the materials are reasonably cost competitive.

1.20 GOVERNMENTAL RESTRICTIONS

In the event any governmental restrictions may be imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered in the Solicitation prior to their delivery, it is the responsibility of the successful Respondent to notify the District at once, indicating the specific regulation requiring a contract alteration. The District reserves the right to accept or reject any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the District.

1.21 SAMPLE PURCHASE ORDER TERMS

The Respondent understands that this Solicitation or the Response shall not constitute a contract with the District. An official purchase order will not be released until (a) all bids are reviewed and accepted by appointed staff; (b) the purchase order has been approved by the appropriate level of authority within the District; and (c) the purchase order has been issued to the Respondent.

A sample purchase order is attached to this Solicitation. The District anticipates that the final official purchase order will be in substantial conformance with the sample attached herein. Nevertheless, Respondents are advised that the District reserves the right to modify any purchase order which shall result from this Solicitation to include minor deviations from the sample attached to this Solicitation. The District will not consider any changes to purchase order terms and conditions made by the Respondent. Any deviations submitted by the Respondent from the sample purchase order in its bid will result in the Respondent being deemed non-responsive.

1.22 DEVELOPMENT COSTS

Neither the District nor its representatives shall be liable for any expenses incurred in connection with the preparation, submission or presentation of a Response to this Solicitation. All information in the Response shall be provided at no cost to the District.

1.23 TAX EXEMPT STATUS

The District is exempt from Florida Sales and Federal Excise taxes on direct purchase of tangible property.

1.24 RESPONSE SUBMISSION AND OPENING

All Responses shall be submitted in a sealed envelope by the deadline indicated on the cover page of this Solicitation. The Response shall identify the Solicitation number and title specified on the cover page of this Solicitation. This reference information shall also be marked on the outside of the sealed envelope, including the Respondent's return address. The District assumes no responsibility for Responses not properly marked. The District cautions Respondents to assure actual delivery of Responses either hand delivered or mailed via U.S. mail or overnight courier, directly to the District's Procurement Bureau in the District's B-1 Building, 2nd Floor West prior to the deadline for Responses. The District will not accept Responses delivered after the established deadline.

If the Response is delivered after the established deadline, a Respondent shall be deemed non-responsive to the Solicitation requirements (refer to Part 2, Tab A).

Receipt of a Response by any District office, receptionist or personnel other than the Procurement Bureau will not constitute "delivery" as required by this Solicitation. Telephone confirmation of timely receipt of the Response should be made by calling (561) 682-2715 before the opening time of the Responses. The District will not accept or consider Responses submitted via facsimile transmission. The public is welcome to attend the Solicitation opening.

1.25 ASSIGNMENT OF RESPONSE

A Respondent shall not transfer or assign its Response to a third party following submission of a bid to the District.

1.26 WITHDRAWAL OF RESPONSE

Respondents shall withdraw their submitted Response by notifying the District either in writing or in person through an authorized representative at any time prior to the submission deadline. Individuals making the withdrawal shall provide evidence of serving as an authorized representative of the Respondent. Responses, once received, become the property of the District, and will not be returned to Respondents even when they are withdrawn from consideration. Responses, once opened, shall not be withdrawn or modified.

1.27 PUBLIC RECORDS AND EXEMPTIONS

Upon receipt, Responses become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Respondents shall invoke the exemptions to disclosure provided by law, in the Response to the Solicitation, by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected (refer to *Compliance Disclosure Form*, Part 3), and stating the reasons why such exclusion from public disclosure is necessary. However, if a request is made of the District, pursuant to Chapter 119, Florida Statute, for public disclosure of proprietary property of the Respondent, the District shall advise the Respondent of such request and it shall be the Respondent's sole burden and responsibility to

immediately seek and obtain such injunctive or other relief from the Courts and to immediately serve notice of the same upon the party requesting the public records.

Responses will be made available for public inspection at the time the District posts notice of its decision or intended decision concerning contract awards, or thirty (30) days after the Response opening, whichever is earlier. In the event the District rejects all bids in accordance with section 1.21 and concurrently notices its intent to reissue the Solicitation, Responses will be made available after the District posts notice of its decision or intended decision concerning awards for the reissued Solicitation., or until the District withdraws the reissued Solicitation. Responses to a Solicitation cannot remain exempt for longer than 12 months after the initial notice rejecting all bids.

1.28 REJECTION OF RESPONSES

Pursuant to Rule 40E-7.301, Florida Administrative Code, the District reserves the right to reject all bids. Further, the District may deem a bid non-responsive (**refer to Part 2, Tab A**) or non-responsible (**refer to Part 2, Tab B**). Minor irregularities contained in a Response may be waived by the District. A minor irregularity is a variation from the solicitation that does not affect the price of the contract nor does it give a Respondent an advantage or benefit not enjoyed by other Respondents and does not adversely impact the District.

Note: If a bid is deemed non-responsive or if a Respondent is deemed non-responsible by the District after initial review of the bid submissions, the opportunity for a Respondent to submit a notice of intent to protest will occur at the time of the official posting of the results, as set forth in Part 1.29.

Respondents are cautioned to examine all specifications, drawings, delivery instructions, unit prices, extensions and all other special conditions pertaining to this Solicitation. Bids will be considered irregular if, for example, they show omissions, unauthorized alterations of form, additions not called for, conditional or unauthorized alternate bids, or other irregularities of any kind. Unbalanced unit prices, either in excess of or below the reasonable cost analysis values, or incomplete unit prices, may be considered an irregularity. Bids containing material irregularities as determined by the District may be rejected by the District. The District's basis for rejecting any bids shall not be arbitrary or capricious.

1.29 FORMAL AUTHORIZATION TO PROCEED WITH NOTICE OF INTENT TO AWARD

In compliance with Chapter 120 of the Florida Statutes, the official *Notice of Intent to Award* will be posted on the District's web site (www.SFWMD.gov/Procurement, select Official Awards). The District also will post the results at the Procurement Bureau in the District's B-1 Building, 2nd Floor West, 3301 Gun Club Road, West Palm Beach, Florida to communicate intended award decisions. This notice will remain posted for a period of seventy-two (72) hours (excluding weekends and District observed holidays).

If a Respondent intends to protest the District's official notice, the Respondent shall file Notice of Intent to Protest in writing within 72 hours after posting of the *Notice of Intent to Award* and shall file a formal written protest within 10 days after filing the notice of intent to protest. Any Respondent who files a Formal Written Protest pursuant to Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes shall post with the District at the time of filing the formal written protest, a bond pursuant to Section 287.042(2)(c), Florida Statutes. Failure to file a notice of intent to protest or failure to file a formal written protest within the time prescribed in Chapter 28-110, Florida Administrative Code and Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Notices of Intent to Protest and Formal Written Protests along with bond or other security shall be timely filed with the Clerk of the South Florida Water Management District at 3301 Gun Club Road, West Palm Beach, FL 33406. The District will not accept receipt of any Notices of Intent to Protest or Formal Written Protests filed at any location other than the District Clerk's Office. Notices of Intent to Protest and Formal Written Protests may be filed by hand delivery, U.S. Mail or electronic transmission (email) with the Clerk's Office at clerk@sfwmd.gov. Filings by facsimile will not be accepted. A Respondent who files a document by email is responsible for any delay, disruption, or interruption of the electronic signals and accepts the risk that the document may not be properly filed with the District Clerk as a result. The filing date for Notices of Intent to Protest and Formal Written Protests transmitted by email is the date the District Clerk receives the complete document. Filings will be accepted between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday which are the normal hours of operation. Any document received after 5:00 p.m. will be deemed filed as of 8:00 a.m. the next business day.

1.30 AWARD

The District anticipates awarding a contract to the responsible entity that submits the lowest responsive bid. The District reserves the right to make award(s) by individual commodities and/or services, groups thereof, all or none or any combination thereof unless otherwise stated in the bid specifications. When a group of items is specified, all items within the group must be bid. However, if Respondents do not bid all items within a group, the District reserves the right to award on an item by item basis.

Tie Bids: In the event of ties as to the lowest responsive bid and responsible bidder, the contractor shall be selected based on the following order of preference: (1) a university within the Florida State University system, pursuant to Section 373.63, Florida Statutes, (2) a business which has implemented a drug-free workplace program pursuant to Section 287.087, Florida Statutes, and (3) an entity chosen by random selection.

Bid Confirmation: The District reserves the right to request a written confirmation of the bid and additional information

relating to the bidder's responsibility prior to awarding a contract. Failure of the bidder to confirm the bid within seven (7) calendar days from the date of the District's request may render the bid non-responsive and will entitle the District to award the contract to the next lowest responsive/responsible bidder. The District also reserves the right to cancel this RFB at any time and/or to solicit and re-advertise for other bids.

1.31 USE BY OTHER FLORIDA GOVERNMENTAL ENTITIES

This solicitation and resulting contract(s) may be requested for use by other government entities pursuant to the terms and conditions of the contract. Respondent may provide services to these governmental entities which include other water management districts, state of Florida agencies, universities, counties, school boards, municipalities, special districts and other local public agencies or authorities. References to the South Florida Water Management District in the contract will be replaced with the name of the purchasing entity and the District will not be a party to any other governmental entity's contract to purchase. Nor will the District be responsible for payment for any goods or services delivered or performed for any other governmental entity that utilizes Respondent pursuant to this paragraph.

PART 2
INSTRUCTIONS FOR PREPARING RESPONSES

RESPONSE FORMAT AND CONTENTS

Bids shall be submitted on the *Compliance Disclosure Form* (Part 3) and must be signed by the bidder's authorized representative. Bidders must bid on all items listed. Failure to do so may render the bid non-responsive. In order to facilitate District review, Responses should be organized in the following sequence and include tabbed sections as set forth below:

- Tab A. Responsiveness Conditions
Tab B. Responsibility Documentation

A Response checklist is attached to this Solicitation to facilitate final review of bid format and content. The checklist is provided for the convenience of the Respondent and is not required to be returned with the Respondent's bid.

Tab A. Responsiveness Conditions

Each bid shall be reviewed for responsiveness in accordance with the following conditions. If a Respondent fails to satisfy these conditions, the bid shall be deemed non-responsive by the District and not considered for further review:

- (1) Timely submission of the bid (refer to Part 1.24)
- (2) Compliance Disclosure Form (refer to Part 1.4 & Part 3)

Tab B. Responsibility Documentation

Each bid shall be reviewed for responsibility in accordance with the following conditions. If, at the time of bid submission, a Respondent fails to produce evidence to demonstrate compliance with the insurance requirements noted below (if applicable for this Solicitation), the Respondent shall be required to produce evidence that such documentation was in effect at the time of bid submission within three (3) business days of notification by the District. If the District does not receive such evidence within this timeframe, the Respondent shall be deemed non-responsible by the District for this Solicitation and its bid will not be considered further.

- (1) *Evidence of Insurance Coverage*
(Not Applicable)

All Respondents shall provide evidence of the ability to obtain appropriate insurance coverage as an attachment to the Response. Respondents may fulfill this requirement by having their insurance agent either (a) complete and sign an insurance certificate which meets the insurance requirements attached to this Solicitation, or (b) issue a letter on the insurance agency's stationery stating that the Respondent qualifies for the required insurance coverage levels and that an insurance certificate meeting the District's requirements will be submitted before final execution or issuance of the contract.

All insurers must be qualified to lawfully conduct business in the State of Florida. Failure of the District to notify the Respondent that the certificate of insurance provided does not meet the contract requirements shall not constitute a waiver of the Respondent's obligation to meet the stated requirements. In addition, receipt and acceptance of the certificate of insurance by the District shall not constitute approval of the amounts or types of coverage listed on the certificate.

If the Respondent is a self-insured entity, the Respondent may contact the District's Purchasing Agent identified on the cover page, and request the District's self-insurance package. Misrepresentation of any material fact, whether intentional or not, regarding the Respondent's insurance coverage, policies or capabilities, shall be grounds for rejection of the Response and rescission of any ensuing contract. If awarded a contract as a result of this Solicitation, the Respondent(s) shall maintain insurance coverage reflecting, at a minimum, the amounts and conditions as specified in the insurance requirements attached to this Solicitation.

Supplemental Responsibility Review

(2) *Past Performance*

The District reserves the right to consider a Respondent's history of citations and/or violations of environmental regulations in determining responsibility. If requested by the District, the Respondent shall submit a complete history of all citations and/or violations notices and dispositions, thereof, if any. The Respondent is required to notify the District immediately of notice of any citations or violations which it receives after the Response opening date and during the time of performance under any ensuing contract award.

(3) *Convicted Vendor List, Discriminatory Vendor List and, District's Suspension List*

The District will review the following to determine whether the Respondent, or any of its suppliers, subcontractors or subconsultants, has been placed on:

- State of Florida's Convicted Vendor List in accordance with Section 287.133, Florida Statutes;
- State of Florida's Discriminatory Vendor List in accordance with Section 287.134, Florida Statutes;
- State of Florida's Scrutinized List of Prohibited Companies;
- District's Suspension List for material breach of a District contract in accordance with Rule 40E-7, Part II, F.A.C.

The District shall find non-responsible any Respondent, or any of their suppliers, subcontractors, or subconsultants who are currently debarred or suspended, or whose name appears in any of the lists above.

(4) *Dun & Bradstreet Report*

The District may request a Dun and Bradstreet (D&B) report to determine whether or not the Respondent is financially stable to meet the requirements of any ensuing contract award.

PART 3
COMPLIANCE DISCLOSURE FORM (Page 1 of 3)
SOLICITATION NO.: 6000000766

The statements completed below are material representations of fact upon which reliance will be placed when making an award. If it is later determined that the Respondent knowingly rendered an erroneous statement, certification or representation in this document, the Procurement Bureau Chief may terminate the contract resulting from this Solicitation for default and the District may suspend or debar the Respondent or pursue any other available remedies.

A. Statement of Business Organization

The Respondent, by completing the information requested below, represents that it operates as follows:

Legal Business Name (Prime Respondent):					
If applicable, different business name under which the Respondent is operating for this Response:					
If applicable, previous business names under which the Respondent has operated within the past three (3) years from Response submission:					
Mailing Address:					
Remittance Address:					
F.E.I.D.#:	Email Address:				
Telephone Number: ()	Fax #: ()				
Type of Organization:	Corporation	Partnership	Joint Venture	Sole Proprietorship	Not for Profit
Agree to Extend Prices to Other Governmental Agencies?	<input type="checkbox"/> Yes <input type="checkbox"/> No				
Key Contact Name(s)/Telephone #(s):	Name(s):			Telephone #(s):	
				()	

B. Statements of Material Representation

The Respondent, by signing on page three (3) of this Compliance Disclosure Form, hereby certifies to the South Florida Water Management District (District) that neither the Respondent, nor its agents, principals and proposed subconsultants or subcontractors:

1. Is temporarily or permanently on the District's Suspension List.
2. Is temporarily or permanently debarred from participating in public contract lettings in Florida or any other state.
3. Is now or in the past 36 months been on the State of Florida's Convicted Vendor List/Discriminatory Vendor List.
4. Is on the State of Florida's Scrutinized List of Prohibited Companies.
5. Has lobbied, either individually or collectively, the District's Governing Board members or other District employees for any purpose in connection with this Solicitation which may influence the outcome of the selection process.
6. Has employed or retained any person or company to solicit or obtain a contract resulting from this Solicitation and has not paid or agreed to pay any person or company employed or retained to solicit or obtain a contract resulting from this Solicitation any commission, percentage, brokerage or other fee contingent upon or resulting from contract award.
7. Bidder represents that no actual or potential conflict of interest exists, directly or indirectly, with respect to the services to be provided in connection with this Solicitation.

COMPLIANCE DISCLOSURE FORM (Page 2 of 3)
SOLICITATION NO.: 600000766

C. Additional Representations

1. Respondent acknowledges that it is responsible for receipt of any and all addenda from the District’s website (www.SFWMD.gov/Procurement, select Current Solicitations/Contract Opportunities Calendar).
2. Respondent agrees to maintain pricing and furnish any or all items upon which prices are offered for a minimum period of ninety (90) calendar days from the date specified in the Solicitation for receipt of bids.
3. Respondent represents that proprietary information, if any, is identified on the following pages of the bid:

4. Respondent, as bidder, hereby declares that the only person(s) interested in the bid as principal or principals is or are named herein and no other person other than herein mentioned has interest in this bid or in any contract pursuant to this bid.
5. Respondent further declares that the specifications for the work and all contractual documents relative thereto have been examined and all the provisions furnished have been read prior to the opening of bids; and that the Respondent is satisfied relative to all services to be performed and/or items to be furnished.
6. If the bid is accepted, it is understood that the terms and conditions of the bid provisions and documents relative thereto shall be binding upon the parties. The undersigned agrees, upon acceptance, to execute a contract with the District as a written memorial and formalization of said bid provisions and matters relative thereto; to furnish all necessary evidence of required insurance and bonds and to provide the specified services and/or items within the timeframe specified in this Request for Bids (RFB).
7. Upon request by the District and prior to award of a contract/purchase order, the undersigned Bidder hereby agrees to provide an estimate of the number of jobs that will be created as a result of the work to be performed in accordance with the bid specifications.
8. **Delivery of all products is required within SEVEN (7) days after receipt of a purchase order.**
9. The Respondent, if awarded a contract, hereby agrees to extend the unit prices specified to other governmental entities. Nothing contained herein shall be construed to prevent other governmental entities from “piggybacking” this Contract.
10. BID – See RFB Specifications, Attachment 4A & 4B, pages 1 through 13. Products offered that do not meet RFB specifications will be deemed non-responsive.
11. **Respondent shall list the brand name for each offered item. All products must be authorized for sale and use in the state of Florida.**
12. Items must be approved and labeled as follows:
 - a. EPA Label Aquatic for aquatic weed control in irrigation conveyance canals.
 - b. EPA Label Wetland Sites for wetland sites in production forests.
 - c. EPA Label Non-Crop for industrial non-crop areas.
 - d. Florida SLN for Florida special local needs.
13. Unit prices must include delivery to assigned field station(s) or designated treatment location(s) and shall be valid for a period of one (1) year.
14. The item quantities provided in Attachment 4A and 4B - Specification are estimates only and are not intended to represent actual purchase amounts in the event of award.

**COMPLIANCE DISCLOSURE FORM (Page 3 of 3)
SOLICITATION NO.: 6000000766**

D. NON COLLUSION CERTIFICATION

The respondent hereby represents and certifies that all statements of fact in the bid/proposal are true and that its bid/proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company association, organization nor corporation. Respondent further certifies that the bid/proposal has been prepared independently without collusion, consultation, communication or written agreement with any undisclosed person, partnership, company, association, organization or corporation and has not colluded, conspired, connived or agreed, directly or indirectly, to commit a fraudulent, deceitful, unlawful or wrongful act, or any act which may result in an unfair advantage for one or more bidders/proposers over other bidders/proposers. Conviction for the commission of any fraud or act of collusion in connection with any sale, bid quotation, proposal or other act incidental to doing business with the South Florida Water Management District may result in suspension or permanent debarment if the respondent is placed on the State’s Convicted Vendor List. In addition to any other rights or remedies it may have, the District reserves the right to terminate any existing contracts that a respondent has with the District based on the commission of any of the above wrongful acts. These rights may be exercised at any time whenever the commission of any of the above wrongful acts comes to the District’s attention even if this occurs after award of a contract to the respondent.

Respondent acknowledges and understands that all three (3) pages of this Compliance Disclosure Form must be complete, attached to the bid and timely filed or the respondent will be deemed non-responsive to the requirements of this solicitation.

Name and Title of Individual Authorized to Bind the Respondent:

Name

Title

Signature

Date

PART 4 ADDITIONAL REQUIREMENTS

the U.S. Department of Labor O.S.H.A., must accompany all products to be evaluated.

4.1 FIELD STATION LOCATIONS

Big Cypress Basin
6167 Jane Lane
Naples FL 34109

Clewiston Field Station
2425 Hookers Point Road
Clewiston FL 33440

Ft. Lauderdale Field Station
2535 Davie Road
Davie FL 33317

Homestead Field Station
2195 NE 8th St
Homestead FL 33033

Miami Field Station
9001 NW 58th Street
Miami, FL 33178

Okeechobee Field Station
1000 NE 40th Avenue
Okeechobee, FL 34972

St. Cloud Field Station
3080 Old Canoe Creek Road
St. Cloud, FL 34769

West Palm Beach Field Station
801 Sansbury's Way
West Palm Beach FL 33411

4.2 PURCHASE PERIOD

The purchasing period for the specified herbicides and adjuvants begins on/or about July 1, 2016 and ends one (1) year later on/or about June 30, 2017.

4.3 ALTERNATE OR EQUIVALENT PRODUCTS

Alternate or equivalent products may be tested prior to approval for use by the District. It is the responsibility of the bidder offering such an alternate or equivalent product to provide the District with an adequate quantity of testing material for a sufficient period of time to allow an efficient demonstration at no cost to the District or its employees, and to create no delay in the award of this bid or any future bid during the testing period. Proper specimen labeling and material safety data sheets, any applicable forms required by

4.4 DELIVERY REQUIREMENTS

Items must be delivered within **SEVEN (7) calendar days** of receipt of the purchase order. Delivery time (calendar days) includes Saturdays, Sundays, and holidays. Delivery time is computed in calendar days from the issuance date of the contract. In calculating the number of calendar days from the order date, and if the delivery date falls on a Saturday, Sunday or holiday, delivery is to be made not later than the next succeeding business day.

Unless otherwise stipulated, delivery hours are between 9:00 a.m. and 2:00 p.m., Monday through Friday, except holidays, and at other time by special arrangements.

All deliveries by the bidder's fleet or common carrier are to be palletized and secured by proper banding and/or wrap material to prevent shipping, unloading or handling accidents. District personnel are not allowed on delivery trucks to re-arrange shipments. All labor and/or equipment to make shipments accessible by the District field station forklift is the responsibility of the bidder's fleet or common carrier. The District reserves the right to refuse any delivery that does not meet this requirement at no cost to the District or its employees. The District is not responsible for any accident or spillage while chemicals are in transit to their designated receiving points and until actual delivery is taken and accepted by the District.

4.5 SPECIMEN LABELS

One (1) complete set of specimen labels and any supplemental labeling covering the items offered should accompany all bids. Each label must carry the appropriate EPA registration number(s) for the material specified. The latest Material Safety Data Sheets should also be included with the bid. Failure to provide specimen labels and MSDS may result in the bid being deemed non-responsive. **Required information must be provided on compact disc(s) or flash drive.**

4.6 PACKAGING

Closed-systems containers are preferred where available but are not required.



ATTACHMENT 1

STATEMENT OF NO RESPONSE SOLICITATION NO. 6000000766

Recipients of this solicitation may elect not to respond. The District is interested in learning the reason(s) for non-response. If you elect not to respond with an offer to this solicitation, the District requests that the reason(s) be indicated below and this form returned to:

Procurement Bureau
South Florida Water Management District
P.O. Box 24680, West Palm Beach, FL 33416-4680
Fax Number: 561-681-6275

REASONS:

- 1. _____ Do not offer this product / service or an equivalent.
- 2. _____ Schedule would not permit.
- 3. _____ Insufficient time to respond to solicitation.
- 4. _____ Unable to meet specifications / scope of work.
- 5. _____ Specifications "too tight" (i.e. geared to specific brand or manufacturer).
- 6. _____ Specifications not clear.
- 7. _____ Unable to meet bond and / or insurance requirements.
- 8. _____ Solicitation addressed incorrectly, delayed in forwarding of mail.
- 9. _____ Other (Explanation provided below or by separate attachment.)

Explanation: _____

The District may delete the names of those persons or businesses who fail to respond to three (3) solicitations and who fail to return this Statement, including reason(s) for non-response.

Desire to receive future District solicitations ? ___ Yes ___ No

COMPANY: _____

NAME: _____ TITLE: _____

ADDRESS: _____

TELEPHONE: (____) _____ DATE: _____

PURCHASE ORDER TERMS AND CONDITIONS

This PURCHASE ORDER constitutes a binding contract between the South Florida Water Management District (DISTRICT) and the VENDOR as named on the PURCHASE ORDER when accepted by the VENDOR either by express acknowledgment or by commencement of work or shipment without reservations.

INVOICES AND PAYMENTS. The VENDOR shall submit a separate invoice for each purchase order or purchase release after each delivery. Invoices for other than lump sum payments shall be substantiated by adequate supporting documentation, including an itemization of the date, hours expended, description of the deliverable, and, if applicable, transportation charges, the bill of lading and the freight waybill. The VENDOR's invoices shall reference the DISTRICT's PURCHASE ORDER number and original invoices (clearly marked "Original") shall be mailed to ACCOUNTS PAYABLE, South Florida Water Management District, PO Box 24682, West Palm Beach, FL 33416-4682. A copy of all invoices shall also be sent to the attention of the Project Manager if listed on the Purchase Order. Invoices submitted to the attention of the Project Manager shall be clearly marked "copy" and may also be submitted electronically via e-mail or fax. The time at which payment shall be due from the DISTRICT shall be thirty (30) days from receipt of a proper invoice and acceptance of deliverables.

INDEMNIFICATION. For value received, the VENDOR shall indemnify and hold the DISTRICT, its officers, directors, board members, agents, assigns, and employees harmless from all liabilities, damages, losses and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the VENDOR and other persons employed or utilized by the VENDOR in the performance of the PURCHASE ORDER. The VENDOR further acknowledges that it is fully responsible for ensuring its compliance and the compliance of its subcontractors, suppliers, agents, assigns, and employees with the terms of this PURCHASE ORDER. This paragraph shall survive the expiration or termination of this PURCHASE ORDER.

TERMINATION FOR DEFAULT. In accordance with DISTRICT Rule 40E-7, Part II, F.A.C., "material breach" is defined as any substantial, unexcused non-compliance by failing to perform an act that is an important part of the transaction or performing an act inconsistent with the terms and conditions of the PURCHASE ORDER. If the VENDOR materially breaches its obligations under this PURCHASE ORDER, the DISTRICT will provide written notice of the deficiency by forwarding a Cure Notice citing the specific nature of the written notice. The VENDOR shall have thirty (30) days to cure the breach. If the VENDOR does not cure the breach within the thirty (30) day period, the DISTRICT shall issue a Termination for Default Notice. Once the DISTRICT has notified the VENDOR that it has materially breached its PURCHASE ORDER with the DISTRICT, the DISTRICT's Governing Board shall determine whether the VENDOR should be suspended from doing future work with the DISTRICT, and if so, for what period of time. Should the DISTRICT terminate for default in accordance with this paragraph, the DISTRICT shall be entitled to recover procurement costs in addition to all other remedies available under law and/or equity.

TERMINATION FOR CONVENIENCE. The DISTRICT may terminate this PURCHASE ORDER with or without cause at any time for convenience upon 30 calendar days prior written notice to the VENDOR. In the event of termination for convenience, the DISTRICT shall compensate the VENDOR for all authorized and accepted deliverables and/or services completed through the date of termination in accordance with the Statement of Work. The DISTRICT shall be relieved of any and all future obligations hereunder, including but not limited to loss of profit and consequential damages, under this PURCHASE ORDER. The DISTRICT shall make all payments to the VENDOR for such work until such time as the DISTRICT determines the exact amount due to the VENDOR. In the event a dispute arises which the project managers cannot resolve between themselves, the parties shall have the option to submit to binding mediation.

RECORDS RETENTION/AUDIT. The VENDOR shall maintain all records, books and documents pertinent to the performance of this PURCHASE ORDER in accordance with generally accepted accounting principles consistently applied. The DISTRICT shall have inspection and audit rights to such records for a period of 5 years from final payment under this PURCHASE ORDER. Records relating to any legal disputes arising from performance under this PURCHASE ORDER shall be made available until final disposition.

NONDISCRIMINATION. The VENDOR hereby assures that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, or sex in the performance of this contract. The VENDOR shall take all measures necessary to effectuate these assurances.

PUBLIC ENTITY CRIMES/SDN LIST. The VENDOR, by execution of this PURCHASE ORDER or by commencement of shipment with reservation, acknowledges and attests that neither it, nor any of its suppliers, subcontractors or consultants who shall perform work which is intended to benefit the DISTRICT is included on the U.S. Department of Treasury's List of Specially Designated Nationals and Blocked Persons, is a State Sanctioned Person, or is included on State of Florida's discriminatory vendor list; and that the VENDOR has been convicted of a public entity crime or has been placed on the discriminatory vendor list, a period longer than 36 months has passed since the VENDOR's placement on one of these lists. The VENDOR further understands and accepts that this PURCHASE ORDER shall be either void or subject to immediate termination by the DISTRICT, in the event there is any misrepresentation or lack of compliance with the laws and regulations of the U.S. Department of Treasury and/or the mandates of Section 287.133 or Section 287.134, respectively, Florida Statutes. The DISTRICT, in the event of such termination, shall not incur any liability to the VENDOR for any work or materials furnished.

PUBLIC ACCESS. The VENDOR shall allow public access to all project documents and materials in accordance with the provisions of Chapter 119, Florida Statutes. Should the VENDOR assert any exemptions to the requirements of Chapter 119 and related Statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be upon the VENDOR.

DISTRICT'S TAX EXEMPTION. The VENDOR shall not utilize the DISTRICT's exemption certificate number issued pursuant to Sales and Use Tax Law, Chapter 212, Florida Statutes, when purchasing materials used to fulfill its contractual obligations with the DISTRICT. The VENDOR shall be responsible and liable for the payment of all applicable FICA/Social Security and other taxes resulting from this PURCHASE ORDER.

ASSIGNMENT/GUARANTOR. The VENDOR shall not assign, delegate or otherwise transfer its rights and obligations as set forth in this PURCHASE ORDER without the prior written consent of the DISTRICT. Any attempted assignment in violation of this provision shall be null and void. The VENDOR shall not pledge the DISTRICT's credit or make the DISTRICT a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. Pledging the DISTRICT's credit shall also be construed to include the use of "factoring agents" or the practice of selling business accounts receivables to a third party at a discount for the purpose of obtaining funding which is also expressly prohibited.

FORCE MAJEURE. Notwithstanding any provisions of this PURCHASE ORDER to the contrary, the parties shall not be held liable for any failure or delay in the performance of this PURCHASE ORDER that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this PURCHASE ORDER shall otherwise remain in effect.

AMENDMENTS. This Purchase Order may be amended or rescinded only with the written approval of the parties hereto.

ORDER OF PRECEDENCE. Any inconsistency in this PURCHASE ORDER shall be resolved by giving precedence in the following order: (1) PURCHASE ORDER terms and conditions; (2) Specifications; (3) all other documents, including, but not limited to, drawings, descriptions, sample(s).

ENTIRE AGREEMENT. This PURCHASE ORDER states the entire understanding and agreement between the parties and no course or prior dealing, usage of the trade or extrinsic or parol evidence shall be relevant to supplement, vary or explain any term used with respect to this PURCHASE ORDER. The Florida Uniform Commercial Code (Chapters 671-679, Florida Statutes) shall control definitions. The acceptance or acquiescence of any course of performance rendered under this PURCHASE ORDER shall not be construed as a waiver nor shall it be relevant to define or vary any term stated herein. This PURCHASE ORDER shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.

ADDITIONAL TERMS AND CONDITIONS FOR COMMODITIES:

COMPLIANCE. The VENDOR, its employees, subcontractors or assigns shall comply with all applicable federal, state and local laws and regulations relating to the performance of the PURCHASE ORDER. The DISTRICT undertakes no duty to ensure such compliance but will attempt to advise the VENDOR, upon request, as to any such laws of which it has present knowledge.

APPLICABLE LAW/VENUE. The laws of the State of Florida shall govern all aspects of the PURCHASE ORDER, including but not limited to the provisions of the Florida Uniform Commercial Code, Chapters 671-679, Florida Statutes, for any terms and conditions not specifically stated in this PURCHASE ORDER. In the event it is necessary for either party to initiate legal action regarding the PURCHASE ORDER, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable in federal court.

DISTRICT'S TITLE TO MATERIALS, DOCUMENTS & PACKAGING. All materials, drawings or other items provided by the DISTRICT to the VENDOR remain the property of the DISTRICT and will be returned to the DISTRICT upon demand. All containers, reels or pallets shipped with goods by the VENDOR are to remain the property of the DISTRICT unless otherwise agreed to in writing.

SHIPMENT UNDER RESERVATION PROHIBITED. VENDOR is not authorized to ship the goods with any reservations and no tender of a bill of lading will substitute as a tender of the goods.

DELIVERY TERMS & TRANSPORTATION CHARGES. Delivery is "F.O.B. Destination" unless delivery terms are otherwise specified in the PURCHASE ORDER. If the DISTRICT agrees in writing to reimburse the VENDOR for transportation costs, the DISTRICT shall have the right to designate the method of shipment. In either case, the title and all risk of loss of the goods shall remain with the VENDOR until the goods are received and accepted by the DISTRICT. Rejected materials will be returned to the VENDOR at the VENDOR's risk and expense.

VENDOR TO PACKAGE GOODS. VENDOR will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (1) VENDOR's name and address; (2) consignee's name, address and Purchase Order or Purchase Release number; (3) container number and total number of containers, e.g., box 1 of 4 boxes; and (4) the number of the container bearing the packing slip. VENDOR shall bear the cost of packaging unless otherwise specified in the PURCHASE ORDER.

PRICES QUOTED. The VENDOR's price will be the lowest prevailing market price and under no circumstances will the price be higher than specified, without the express written authorization of the parties, as evidence by an amendment to the PURCHASE ORDER.

DISTRICT'S RIGHT TO CANCEL. The DISTRICT reserves the right to cancel all or part of this PURCHASE ORDER, without obligation, if acceptance is not expressed by the VENDOR either through written notice or by delivery of items ordered, within the specified time(s) and date(s).

VENDOR NOT TO LIMIT WARRANTY. The VENDOR shall not limit or exclude any express or implied warranties and any attempt to do so shall render this PURCHASE ORDER void, at the option of the DISTRICT. The VENDOR warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the offering document or to the sample(s) furnished.

TERMS/PROVISIONS. Should any term or provision of this PURCHASE ORDER be held, to any extent, invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this PURCHASE ORDER, that the PURCHASE ORDER shall remain operable, enforceable and in full force and effect to the extent permitted by law.

ADDITIONAL TERMS AND CONDITIONS FOR SERVICES:

STATEMENT OF SERVICES. The VENDOR shall, to the satisfaction of the DISTRICT, fully and timely perform all work items described in the "Statement of Work", attached to this PURCHASE ORDER and incorporated herein. As part of the services to be provided by the VENDOR under this PURCHASE ORDER, the VENDOR shall substantiate, in whatever forum reasonably requested by the DISTRICT, the methodology, lab analyses, scientific theories, data, reference

materials and research notes to formulate its opinions and testimony and this requirement shall survive the expiration or termination of this PURCHASE ORDER. The parties agree that time is of the essence in the performance of each and every obligation hereunder. In the event VENDOR employees or hired workers are authorized by the Statement of Work to perform services on-site at DISTRICT facilities, the VENDOR hereby agrees to be bound by the DISTRICT policies and standards of conduct listed in the attached "Contractor Policy Code Acknowledgement" and shall require each individual performing such on-site work to execute the form. It is the VENDOR's responsibility to advise its employees or hired workers of the nature of the project, as described in the PURCHASE ORDER and the Statement of Work attached hereto. The VENDOR shall determine the method, details and means of performing the services, within the parameters established by the Statement of Work. The DISTRICT may provide additional guidance and instructions to the VENDOR's employees or hired workers where necessary or appropriate as determined by the DISTRICT.

COMPENSATION/CONSIDERATION. The total consideration for all work required by the DISTRICT pursuant to the PURCHASE ORDER shall not exceed the amount indicated on the PURCHASE ORDER. Such amount includes all expenses the VENDOR may incur and therefore no additional compensation shall be authorized. The VENDOR, by executing the PURCHASE ORDER or by commencement of work without reservations, is deemed to have accepted the truth-in-negotiation, specifically, that wage rates and other factors are based on current market conditions and are accurate, complete and current at the time of contracting. If the consideration for this PURCHASE ORDER is subject to multi-year funding allocations, funding for each applicable fiscal year of this PURCHASE ORDER shall be subject to DISTRICT Governing Board budgetary appropriation. In the event the DISTRICT does not approve funding for any subsequent fiscal year, this PURCHASE ORDER shall terminate upon expiration of the current funding, notwithstanding other provisions in this PURCHASE ORDER to the contrary. The DISTRICT will notify the VENDOR in writing after the adoption of the final DISTRICT budget for each subsequent fiscal year if funding is not approved for this PURCHASE ORDER.

INSURANCE. The VENDOR shall procure and maintain, through the term of this PURCHASE ORDER, insurance coverage reflecting, at a minimum, general liability and automobile liability each with a limit of not less than \$300,000.00, and all Florida statutory workers compensation insurance. The coverage required shall extend to all employees and subcontractors of the VENDOR. The VENDOR must provide a Certificate of Insurance completed in full by the producer, insured, carrier's name, and BEST rating, policy number, effective date and expiration dates of each type of coverage required. The Certificate of Insurance shall be signed by an authorized representative and shall identify the DISTRICT as the insured as required. No work is authorized until such time as the DISTRICT has received a Certificate of Insurance in compliance with the above requirements.

OWNERSHIP. The DISTRICT shall retain exclusive title, copyright, and other intellectual property rights in all work items, including, but not limited to, all documents, technical reports, research, scientific data, computer programs, including the source and object code, which are developed, created or otherwise originated hereunder by the VENDOR under this PURCHASE ORDER. The VENDOR shall grant to the DISTRICT a perpetual, non-transferable, non-exclusive right to use any proprietary software, if any. Any equipment purchased by the VENDOR with DISTRICT funding shall be returned and title transferred from the VENDOR to the DISTRICT upon expiration or termination of the PURCHASE ORDER.

COMPLIANCE/LICENSES. The VENDOR, its employees, subcontractors, and agents shall obtain, at its own expense, all licenses, permits and other authorizations necessary to comply with all applicable federal, state and local laws and regulations relating to the performance of the PURCHASE ORDER. The DISTRICT undertakes no duty to ensure such compliance but will attempt to advise the VENDOR, upon request, as to any such applicable laws and regulations.

APPLICABLE LAW/VENUE. The laws of the State of Florida shall govern all aspects of this PURCHASE ORDER. In the event it is necessary for either party to initiate legal action regarding the PURCHASE ORDER, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justiciable under federal court.

INDEPENDENT CONTRACTOR. The VENDOR shall be considered an independent contractor and nothing in this PURCHASE ORDER shall be interpreted to establish any relationship other than that of an independent contractor between the parties to this PURCHASE ORDER. The VENDOR, its agents, subcontractors or assigns, during or after the term of this PURCHASE ORDER, shall be free to enter into contracts with other parties for similar services. The DISTRICT assumes no duty with regard to the supervision of the VENDOR and the VENDOR shall remain solely responsible for compliance with all safety requirements and for the safety of all persons and property at the site of performance under the PURCHASE ORDER. In the event the VENDOR is a sole proprietor, the VENDOR is responsible for submitting legally required returns to the Federal Government.

SEVERABILITY. Should any term or provision of this PURCHASE ORDER be found to be, in whole or in part, invalid or unenforceable, as against any person, entity or circumstance, the remainder of this PURCHASE ORDER shall survive and remain in full force and effect, and the invalidity shall not affect any other term or provision of this PURCHASE ORDER to the extent that the PURCHASE ORDER shall remain operable, enforceable, and in full force and effect to the extent permitted by law. Instructions for all notices are set forth on the PURCHASE ORDER.

DISPUTES. In the event a dispute arises which the project managers cannot resolve between themselves, the parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by the parties and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

IMMIGRATION. The VENDOR shall be responsible for verifying employee authorization to work in the U.S. and certifying that a good faith effort has been made to properly identify employees by timely reviewing and completing appropriate documentation, including but not limited to, USCIS Form I-9. Written verification shall be kept by the VENDOR and made available for inspection on demand by the DISTRICT. The hourly rate of pay for each employee shall comply with State law and industry standards for similar work performed under the PURCHASE ORDER. The VENDOR shall maintain records verifying the rate of pay for each employee working on this PURCHASE ORDER and make such records available for inspection on demand by the DISTRICT. Failure to comply with these provisions shall be a material breach of the PURCHASE ORDER and cause for termination of the VENDOR.

CHANGE IN PERSONNEL. The DISTRICT may at any time and at its sole discretion request that the VENDOR replace any VENDOR personnel provided by the VENDOR to work on this PURCHASE ORDER if the DISTRICT believes that it is in the best interest of the DISTRICT to do so. The DISTRICT may, but will not be required to provide a reason for requesting the replacement of personnel. Such change in personnel shall be made immediately upon the DISTRICT written request for a change of personnel. The VENDOR will place the above language in any contract that it has with subcontractors. The VENDOR will enforce the replacement of subcontractor personnel upon a request by the DISTRICT.

BACKGROUND CHECKS. The VENDOR shall conduct thorough background checks for all of the VENDOR's employees or hired workers who will be working on any DISTRICT site. The background checks shall consist of education verification, a national criminal check for state and federal felonies and misdemeanors, and a check on immigration status in accordance with the above provision titled "IMMIGRATION". After reviewing the results of the background check, the VENDOR shall determine whether the VENDOR's employee and/or hired worker meets the necessary criteria for the position sought to be filled by the DISTRICT. The DISTRICT will rely on the VENDOR's assessment of its employees' or hired workers' suitability to be hired for the position(s) sought to be filled by the DISTRICT, based on the background check conducted by the VENDOR. Prior to allowing any employees or hired workers to work on-site at DISTRICT facilities, the VENDOR will provide written verification to the DISTRICT that a complete background check, as described above, was conducted for any such employee or hired worker. The VENDOR will place the above language in any contract that it has with its subcontractors and is responsible for its enforcement.

FINGERPRINTING. In the event the project or work under this PURCHASE ORDER requires that the VENDOR or subcontractor employees or other authorized agents have unrestricted access to one or more DISTRICT critical structures, those individuals will be required to complete a fingerprint-based criminal history check, pursuant to Chapter 373.6055, Florida Statutes in order to qualify for such unrestricted access. If a VENDOR or subcontractor's employees or other authorized agents will only have access to DISTRICT critical structures when accompanied by appropriate DISTRICT staff, a fingerprint-based criminal history check will not be required. The DISTRICT's Project Manager or designated DISTRICT representative will notify VENDOR when fingerprint-based criminal checks are required. Each individual subject to the criminal history check shall have a complete set of fingerprints taken at DISTRICT headquarters as soon as practicable after the VENDOR is informed that the fingerprinting is necessary. Fingerprints shall be submitted to the Department of Law Enforcement for state processing and to the Federal Bureau of Investigation for federal processing. The results of each fingerprint-based criminal history check shall be reported to the DISTRICT. The individuals who must undergo the fingerprint-based criminal history check shall not have unrestricted access to a critical structure until the fingerprint process is complete and the individual(s) are cleared and thereby qualified for access. The criminal violations that will prohibit unrestricted access to a DISTRICT critical structure(s) are outlined in subparagraphs 3 (c) (1) and 3 (c) (2) of Florida Statute 373.6055.

MARKETING, VENDOR may use the DISTRICT's name in marketing materials for the purpose of publicizing contract awards, however, VENDOR is prohibited from obtaining affirmations from DISTRICT staff regarding its products or services. Affirmations include any kind of testimonials or endorsements of the VENDOR as well as the products and/or services offered by the VENDOR. The DISTRICT, as a government entity, must fairly and equitably compete for goods and services, and therefore the endorsement of any particular firm, product, or service is strictly prohibited. VENDOR is strictly prohibited from releasing any statements to the media regarding work performed under this PURCHASE ORDER without the review, and the express prior written approval of the DISTRICT. The DISTRICT's approval is at its sole discretion, however, such approval will not be unreasonably withheld.

EMPLOYMENT BENEFITS. VENDOR EXPRESSLY UNDERSTANDS AND AGREES THAT VENDOR, ITS OFFICERS, AGENTS, AND EMPLOYEES, ARE NOT ENTITLED TO ANY EMPLOYMENT BENEFITS FROM THE DISTRICT. VENDOR EXPRESSLY AND VOLUNTARILY WAIVES AND AGREES NOT TO MAKE ANY CLAIM TO PARTICIPATE IN ANY OF THE DISTRICT'S EMPLOYEE BENEFITS OR BENEFIT PLANS SHOULD VENDOR OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES BE ADJUDICATED FOR ANY REASON TO BE AN EMPLOYEE OF THE DISTRICT. IN THE EVENT VENDOR IS SELF EMPLOYED, VENDOR EXPRESSLY REPRESENTS THAT VENDOR IS AN INDEPENDENT VENDOR AND HEREBY WAIVES ANY ENTITLEMENT TO OVERTIME OR OTHER BENEFITS THAT VENDOR MAY BE ENTITLED TO RECEIVE SHOULD VENDOR BE ADJUDICATED FOR ANY REASON TO BE AN EMPLOYEE OF THE DISTRICT.

STOP WORK ORDER. The DISTRICT may order that all or part of the work stop if circumstances dictate that this action is in the DISTRICT's best interest. Such circumstances may include, but are not limited to, unexpected technical developments, direction given by the DISTRICT's Governing Board, a condition of immediate danger to DISTRICT employees, or the possibility of damage to equipment or property. This provision shall not shift responsibility for loss or damage, including but not limited to, lost profits or consequential damages sustained as a result of such delay, from the VENDOR to the DISTRICT. If this provision is invoked, the DISTRICT shall notify the VENDOR in writing to stop work as of a certain date and specify the reasons for the action, which shall not be arbitrary or capricious. The VENDOR shall then be obligated to suspend all work efforts as of the effective date of the notice and until further written direction from the DISTRICT is received. If deemed appropriate by the DISTRICT and in the event work is resumed, the DISTRICT may amend this Purchase Order to reflect any changes to the Statement of Work and/or the project schedule.

**ATTACHMENT 3
SOLICITATION NO. 6000000766**

Drug-Free Workplace Certification

In accordance with Section 287.087, Florida Statutes, in the event of a tie bid, preference must be given to a business which has implemented a drug-free workplace program. This requirement affects all public entities of the State and became effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the state or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1) notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of or pleas 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 5 days after such conviction.
- 5) Impose a sanction or, 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.

Company Name

By: _____
Authorized signature

**ATTACHMENT 4A - SPECIFICATION
HERBICIDES**

Item	Common Name (Brand Name if required)	Container Size	Active Ingredient Amount	Chemical Name	Label Requirement	Product offered	Unit Price *
1	DMA 4 IVM 2,4D	2.5 gallon	3.8 lb acid/gallon	2-4-Dichlorophenoxyacetic acid, dimethylamine salt	EPA label Aquatic	DMA 4 IVM	\$ _____ / gallon
2	2,4D	15 gallon	3.8 lb acid/gallon	2-4-Dichlorophenoxyacetic acid, dimethylamine salt	EPA label Aquatic		\$ _____ / gallon
3	2,4D	30 gallon	3.8 lb acid/gallon	2-4-Dichlorophenoxyacetic acid, dimethylamine salt	EPA label Aquatic		\$ _____ / gallon
Estimated 1,500 gallons for items 1, 2, & 3.							
4	Aqua Sweep	2.5 gallon	2.78 lb acid/gallon 1.07lb/gallon	2-4-Dichlorophenoxyacetic acid, dimethylamine salt 3,5,6- trichloro-2-pyridinyloxyacetic acid, triethylamine salt	EPA label Aquatic	Aqua Sweep	\$ _____ / gallon
Unknown Estimated pounds for item 4.							
5	Ammonium salt of imazamox	1 or 2.5 gallon	1 lb acid/gallon	2-[4,5-dihydro-4-methyl-4-(1-methylethyl)- 5-oxo-1Himidazol-2-yl]-5- (methoxymethyl)-3-pyridinecarboxylic acid	EPA label Aquatic		\$ _____ / gallon
6	Ammonium salt of imazamox	15 gallon	1 lb acid/gallon	2-[4,5-dihydro-4-methyl-4-(1-methylethyl)- 5-oxo-1Himidazol-2-yl]-5- (methoxymethyl)-3-pyridinecarboxylic acid	EPA label Aquatic		\$ _____ / gallon
7	Ammonium salt of imazamox	30 gallon	1 lb acid/gallon	2-[4,5-dihydro-4-methyl-4-(1-methylethyl)- 5-oxo-1Himidazol-2-yl]-5- (methoxymethyl)-3-pyridinecarboxylic acid	EPA label Aquatic		\$ _____ / gallon
Estimated 100 gallons for items 5, 6 & 7.							

* Unit Price shall not exceed two (2) decimal places.

**ATTACHMENT 4A - SPECIFICATION
HERBICIDES**

Item	Common Name (Brand Name if required)	Container Size	Active Ingredient Amount	Chemical Name	Label Requirement	Product offered	Unit Price *
8	Triclopyr (aquatic)	2.5 gallon	3 lb acid/gallon	3,5,6-trichloro-2-pyridinyloxyacetic acid, triethylamine salt	EPA label Aquatic		\$ _____/ gallon
9	Triclopyr (aquatic)	30 gallon	3 lb acid/gallon	3,5,6-trichloro-2-pyridinyloxyacetic acid, triethylamine salt	EPA label Aquatic		\$ _____/ gallon
10	Trycera Triclopyr (aquatic)	2.5 gallon	a.e. 2.87lb/gallon	3,5,6-trichloro-2-pyridinyloxyacetic acid	EPA label Aquatic		\$ _____/ gallon
Estimated 2,500 gallons for items 8, 9 & 10.							
11	Triclopyr ester	2.5 gallon	4 lb acid/gallon	3,5,6-trichloro-2-pyridinyloxyacetic acid, butoxyethyl ester	EPA Label Non-crop		\$ _____/ gallon
12	Triclopyr ester	30 gallon	4 lb acid/gallon	3,5,6-trichloro-2-pyridinyloxyacetic acid, butoxyethyl ester	EPA Label Non-crop		\$ _____/ gallon
Unknown Estimated gallons for items 11 & 12.							
13	Triclopyr ester in oil (ready to use)	2.5 gallon	.75 lb.acid/gallon	3,5,6-trichloro-2-pyridinyloxyacetic acid, butoxyethyl ester	EPA Label Non-crop		\$ _____/ gallon
Estimated 500 gallons for item 13.							

* Unit Price shall not exceed two (2) decimal places.

**ATTACHMENT 4A - SPECIFICATION
HERBICIDES**

Item	Common Name (Brand Name if required)	Container Size	Active Ingredient Amount	Chemical Name	Label Requirement	Product offered	Unit Price *
14	Carfentrazone:ethyl	1 quart	1.9lb ai/gallon	Ethyl α,2-dichloro-5-[4-(difluoromethyl)-4,5-dihydro-3-methyl-5-oxo-1H-1,2,4-triazol-1-yl]-4-fluorobenzenepropanoate	EPA label Aquatic		\$ _____/ quart
Unknown estimated quarts for item 14.							
15	Diquat dibromide	2.5 gallon	2 lbs diquat cation/gallon	[6,7-dihydrodipyrido(1,2-a:2'1'-c)pyrazinediium dibromide]	EPA label Aquatic, FL SLN for depth		\$ _____/ gallon
16	Diquat dibromide	15 gallon	2 lbs diquat cation/gallon	[6,7-dihydrodipyrido(1,2-a:2'1'-c)pyrazinediium dibromide]	EPA label Aquatic, FL SLN for depth		\$ _____/ gallon
17	Diquat dibromide	30 gallon	2 lbs diquat cation/gallon	[6,7-dihydrodipyrido(1,2-a:2'1'-c)pyrazinediium dibromide]	EPA label Aquatic, FL SLN for depth		\$ _____/ gallon
18	Diquat dibromide	250 gallon returnable container	2 lbs diquat cation/gallon	[6,7-dihydrodipyrido(1,2-a:2'1'-c)pyrazinediium dibromide]	EPA label Aquatic, FL SLN for depth		\$ _____/ gallon
Estimated 7,000 gallons for items 15, 16, 17 & 18.							
19	Aqua Strike	2.5 gallon	0.6 lbs diquat cation/gallon 3 lb endothall/ gallon	[6,7-dihydrodipyrido(1,2-a:2'1'-c)pyrazinediium dibromide] 7- oxabicyclo [2.2.1]heptane-2,3- dicarboxylic acid	EPA label Aquatic	Aqua Strike	\$ _____/ gallon
20	Aqua Strike	250 gallon	0.6 lbs diquat cation/gallon 3 lb endothall/ gallon	[6,7-dihydrodipyrido(1,2-a:2'1'-c)pyrazinediium dibromide] 7- oxabicyclo [2.2.1]heptane-2,3- dicarboxylic acid	EPA label Aquatic	Aqua Strike	\$ _____/ gallon
Unknown Estimated gallons for items 19 & 20.							

* Unit Price shall not exceed two (2) decimal places.

**ATTACHMENT 4A - SPECIFICATION
HERBICIDES**

Item	Common Name (Brand Name if required)	Container Size	Active Ingredient Amount	Chemical Name	Label Requirement	Product offered	Unit Price *
21	mono(N,N-dimethylalkylamine) salt of endothall	2.5 gallon	2 lb endothall/ gallon	7-oxabicyclo [2.2.1]heptane-2,3-dicarboxylic acid	EPA label Aquatic		\$ _____/ gallon
500 estimated gallons for item 21.							
22	Dipotassium salt of endothall	2.5 gallon	a.e. 28.6%	7-oxabicyclo [2.2.1]heptane-2,3-dicarboxylic acid	EPA label Aquatic		\$ _____/ gallon
23	Dipotassium salt of endothall	30 gallon	a.e. 28.6%	7-oxabicyclo [2.2.1]heptane-2,3-dicarboxylic acid	EPA label Aquatic		\$ _____/ gallon
24	Dipotassium salt of endothall	250 gallon returnable container	a.e. 28.6%	7-oxabicyclo [2.2.1]heptane-2,3-dicarboxylic acid	EPA label Aquatic		\$ _____/ gallon
3000 estimated gallons for items 22, 23 & 24.							
25	Dipotassium salt of endothall	20 pound	a.e. 44.7%	7-oxabicyclo [2.2.1]heptane-2,3-dicarboxylic acid	EPA label Aquatic		\$ _____/ pound
26	Dipotassium salt of endothall	1,000/1,100 pound supersack	a.e. 44.7%	7-oxabicyclo [2.2.1]heptane-2,3-dicarboxylic acid	EPA label Aquatic		\$ _____/ pound
Unknown estimated pounds for items 25 & 26.							

* Unit Price shall not exceed two (2) decimal places.

**ATTACHMENT 4A - SPECIFICATION
HERBICIDES**

Item	Common Name (Brand Name if required)	Container Size	Active Ingredient Amount	Chemical Name	Label Requirement	Product offered	Unit Price *
27	Glyphosate (aquatic)	2.5 gallon	4 lb acid/gallon	(N-(phosphonomethyl))glycine, in the form of its isopropylamine salt	EPA label Aquatic		\$ _____ / gallon
28	Glyphosate (aquatic)	15 gallon	4 lb acid/gallon	(N-(phosphonomethyl))glycine, in the form of its isopropylamine salt	EPA label Aquatic		\$ _____ / gallon
29	Glyphosate (aquatic)	30 gallon	4 lb acid/gallon	(N-(phosphonomethyl))glycine, in the form of its isopropylamine salt	EPA label Aquatic		\$ _____ / gallon
30	Glyphosate (aquatic)	250 or 265 gallon returnable container	4 lb acid/gallon	(N-(phosphonomethyl))glycine, in the form of its isopropylamine salt	EPA label Aquatic		\$ _____ / gallon
Estimated 20,000 gallons for items 27, 28, 29, & 30.							
31	Glyphosate (with surfactant)	2.5 gallon	3lb acid/gallon	(N-(phosphonomethyl))glycine, in the form of its isopropylamine salt	EPA Label Non-crop		\$ _____ / gallon
32	Glyphosate (with surfactant)	30 gallon	3lb acid/gallon	(N-(phosphonomethyl))glycine, in the form of its isopropylamine salt	EPA Label Non-crop		\$ _____ / gallon
33	Glyphosate (with surfactant)	250 or 265 gallon returnable container	3lb acid/gallon	(N-(phosphonomethyl))glycine, in the form of its isopropylamine salt	EPA Label Non-crop		\$ _____ / gallon
34	Glyphosate (with surfactant)	30 gallon returnable container	4.5lb acid/gallon	(N-(phosphonomethyl))glycine, in the form of its isopropylamine salt	EPA Label Non-crop		\$ _____ / gallon
Estimated 500 gallons for items 31, 32, 33 & 34.							

* Unit Price shall not exceed two (2) decimal places.

**ATTACHMENT 4A - SPECIFICATION
HERBICIDES**

Item	Common Name (Brand Name if required)	Container Size	Active Ingredient Amount	Chemical Name	Label Requirement	Product offered	Unit Price *
35	Ammonium salt of imazapic	1 or 2.5 gallon	2lb ai/gallon	(+/-)-2-[4,5-dihydro-4methyl-4-(1-methylethyl)-5-oxo-1 H-imidazol-2-yl]-3-methyl-3-pyridinecarboxylic acid	EPA Label Non-crop		\$ _____ / gallon
Unknown estimated gallons for item 35.							
36	Isopropylamine salt of imazapyr	2.5 gallon	2lb acid/gallon	(2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1 H-imidazol-2-yl]-3-pyridinecarboxylic acid	EPA label Aquatic		\$ _____ / gallon
37	Isopropylamine salt of imazapyr	15 gallon	2lb acid/gallon	(2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1 H-imidazol-2-yl]-3-pyridinecarboxylic acid	EPA label Aquatic		\$ _____ / gallon
38	Isopropylamine salt of imazapyr	30 gallon	2lb acid/gallon	(2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1 H-imidazol-2-yl]-3-pyridinecarboxylic acid	EPA label Aquatic		\$ _____ / gallon
39	Isopropylamine salt of imazapyr	250 gallon returnable container	2lb acid/gallon	(2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1 H-imidazol-2-yl]-3-pyridinecarboxylic acid	EPA label Aquatic		\$ _____ / gallon
Estimated 6,000 gallons for items 36, 37, 38 & 39.							
40	Fluridone Pellets	30 pound	1.5 lb ai/30 lb	1-methyl-3-phenyl-5-[3-(trifluoromethyl)phenyl]-4(1H)-pyridinone	EPA label Aquatic		\$ _____ / pound
Unknown estimated pounds for items 40.							

* Unit Price shall not exceed two (2) decimal places.

**ATTACHMENT 4A - SPECIFICATION
HERBICIDES**

Item	Common Name (Brand Name if required)	Container Size	Active Ingredient Amount	Chemical Name	Label Requirement	Product offered	Unit Price *
41	Fluridone	1 gallon	4lb ai/gallon	1-methyl-3-phenyl-5-[3-(trifluoromethyl)phenyl]-4(1H)-pyridinone	EPA label Aquatic		\$ _____ / gallon
Unknown estimated gallons for items 41.							
42	Hexazinone	2.5 gallon	2lb ai/gallon	[3-cyclohexyl-6-(dimethylamino)-1-methyl-1.3.5-triazine-2,4(1H,3H)-dione	EPA Label Non-crop		\$ _____ / gallon
43	Hexazinone	15 gallon	2lb ai/gallon	[3-cyclohexyl-6-(dimethylamino)-1-methyl-1.3.5-triazine-2,4(1H,3H)-dione	EPA Label Non-crop		\$ _____ / gallon
44	Velossa	2.5 gallon	2.4lb ai.gallon	[3-cyclohexyl-6-(dimethylamino)-1-methyl-1.3.5-triazine-2,4(1H,3H)-dione	EPA Label Non-crop	Velossa	\$ _____ / gallon
500 estimated gallons for items 42, 43 & 44.							
45	Metsulfuron Methyl	8 or 16 ounce	60% AI/weight	Methyl-2-[[[(4-methoxy-6-methyl-1,3,5-triazin-2-yl)-amino]carbonyl]amino]sulfonyl]benzoate	EPA label, Florida SLN Lygodium		\$ _____ / ounce
46	Metsulfuron Methyl	4 pound	60% AI/weight	Methyl-2-[[[(4-methoxy-6-methyl-1,3,5-triazin-2-yl)-amino]carbonyl]amino]sulfonyl]benzoate	EPA label, Florida SLN Lygodium		\$ _____ / pound
Unknown estimated ounces for items 45 & 46.							

* Unit Price shall not exceed two (2) decimal places.

**ATTACHMENT 4A - SPECIFICATION
HERBICIDES**

Item	Common Name (Brand Name if required)	Container Size	Active Ingredient Amount	Chemical Name	Label Requirement	Product offered	Unit Price *
47	Aminopyralid-Triclopyr	2.5 gallon	.1lb acid/gallon 1lb acid/gallon	Triisopropanolammonium salt of 2-pyridine carboxylic acid, 4-amino-3,6-dichloro- 3,5,6-trichloro-2-pyridinyloxyacetic acid	EPA Label Non-crop, dry wetland		\$ _____ / gallon
48	Aminopyralid	2.5 gallon	2lb acid/gallon	Triisopropanolammonium salt of 2-pyridine carboxylic acid, 4-amino-3,6-dichloro-	EPA Label Non-crop, dry wetland		\$ _____ / gallon
Unknown estimated gallons for item 47 & 48.							
49	Penoxsulam	2.5 gallon	2lb ai/gallon	2-(2,2-difluoroethoxy)-6-(trifluoromethyl)-N-(5,8-dimethoxy[1,2,4]triazolo-[1,5c]pyrimidin-2-yl)-benzenesulfonamide	EPA label Aquatic	Penoxsulam	\$ _____ / gallon
Unknown estimated gallons for item 49.							
50	Galleon LZR	2.5 gallon	0.027lb ai/lb	2-(2,2-difluoroethoxy)-6-(trifluoromethyl)-N-(5,8-dimethoxy[1,2,4]triazolo-[1,5c]pyrimidin-2-yl)-benzenesulfonamide	EPA label Aquatic	Galleon LZR	\$ _____ / gallon
Unknown estimated gallons for item 50.							
51	Flumioxazin	5 lb	51%	*2-[7-fluoro-3,4-dihydro-3-oxo-4-(2-propynyl)-2H-1,4-benzoxazin-6-yl]-4,5,6,7-tetrahydro-1H-isoindole-1,3(2H)-dione	EPA label Aquatic		\$ _____ / pound
500 estimated pounds for item 51.							

* Unit Price shall not exceed two (2) decimal places.

**ATTACHMENT 4A - SPECIFICATION
HERBICIDES**

Item	Common Name (Brand Name if required)	Container Size	Active Ingredient Amount	Chemical Name	Label Requirement	Product offered	Unit Price *
52	Perspective	5 lb	39.5%, 15.8%	6-Amino-5-chloro-2-cyclopropyl-4-pyrimidinecarboxylic acid, 2-Chloro-N-[(4-methoxy-6-methyl-1,3,5-triazin-2-yl)aminocarbonyl] benzenesulfonamide	EPA Label Non-crop	Perspective	\$ _____ / pound
Unknown estimated pounds for item 52.							
53	ViewPoint	5 lb	31.6%, 22.8%,7.3%	Imazapyr (2-[4,5-dihydro-4-methyl-4-(1-methylethyl)-5-oxo-1H-imidazol-2-yl]-3-pyridinecarboxylic acid) Aminocyclopyrachlor 6-Amino-5-chloro-2-cyclopropyl-4-pyrimidinecarboxylic acid Metsulfuron methyl Methyl 2-[[[(4-methoxy-6-methyl-1,3,5-triazin-2-yl) amino]-caronyl]amino]sulfonyl]benzoate	EPA Label Non-crop	ViewPoint	\$ _____ / pound
Unknown estimated pounds for item 53.							
54	Tradewind	2 lb	80.0%	Bispyribac-sodium (sodium 2,6-bis[(4,6-dimethoxy-pyrimidin-2-yl) oxy]benzoate)	EPA label Aquatic	Tradewind	\$ _____ / pound
Unknown estimated pounds for item 54.							
55	Oasis	2.5 gallon	2.8lb/gal free acid	Topramezone: [3-(4,5-dihydro-isoxazoly)-2-methyl-4-(methylsulfonyl)phenyl](5-hydroxy-1-methyl-1H-pyrazol-4-yl) methanone	EPA label Aquatic	Oasis	\$ _____ / gallon
Unknown estimated gallons for item 55.							

* Unit Price shall not exceed two (2) decimal places.

**ATTACHMENT 4A - SPECIFICATION
HERBICIDES**

Item	Common Name (Brand Name if required)	Container Size	Active Ingredient Amount	Chemical Name	Label Requirement	Product offered	Unit Price *
56	Streamline	3 lb	39.5%, 12.6%	Aminocyclopyrachlor 6-Amino-5-chloro-2-cyclopropyl-4-pyrimidinecarboxylic acid Metsulfuron methyl Methyl 2-[[[(4-methoxy-6methyl-1,3,5-triazin-2-yl)amino]caronylamino]sulfony] benzoate	EPA Label Non-crop	Streamline	\$ _____ / pound
Unknown estimated pounds for item 56.							

* Unit Price shall not exceed two (2) decimal places.

**ATTACHMENT 4B - SPECIFICATION
ADJUVANTS**

	Common Name (Brand Name if required)	Container Size	Accepted Brand Name(s)	Ingredients	Product offered	Unit Price *
57	Accuracy	1 gallon	Accuracy	30% Polyacrylmide copolymer	Accuracy	\$ _____ / gallon
58	Polymer	2.5 gallon	Syndetic/Accuracy	30% Polyacrylmide copolymer		\$ _____ / gallon
Estimated 500 gallons for items 57 & 58.						
59	Antifoaming Agent	1 pt		10% Silicon anti-foaming agent		\$ _____ / pint
Unknown Estimated gallons for items 59.						
60	Silnet	1 gallon	Silnet	90% Polyalkyleneoxide modified polydimethylsiloxane and non-ionic surfactants	Silnet	\$ _____ / gallon
61	Silicone Spreader	2.5 gallon		90% Polyalkyleneoxide modified polydimethylsiloxane and non-ionic surfactants		\$ _____ / gallon
Estimated 500 gallons for items 60 & 61.						
62	Oil Carrier	2.5 gallon	JLB Oil Plus, Diluent Blue, Promate Basal & Impel Red or Blue	Aliphatic hydrocarbon oil blend		\$ _____ / gallon
63	Oil Carrier	15 gallon (filled 11.25 gallon)	JLB Oil Plus, Diluent Blue, Promate Basal & Impel Red or Blue	Aliphatic hydrocarbon oil blend		\$ _____ / gallon
Unknown Estimated gallons for items 62 & 63.						
64	Methlyated Seed/Soybean Oil	1 gallon	Sun-wet, MethOil, Atmos, Sun Energy, Mess100, MSO concentrate, Dyne Amic	Vegetable oil plus penetrants		\$ _____ / gallon

* Unit Price shall not exceed two (2) decimal places.

**ATTACHMENT 4B - SPECIFICATION
ADJUVANTS**

	Common Name (Brand Name if required)	Container Size	Accepted Brand Name(s)	Ingredients	Product offered	Unit Price *
65	Methlyated Seed/Soybean Oil	2.5 gallon	Sun-wet, MethOil, Atmos, Sun Energy, Mess100, MSO concentrate, Dyne-Amic	Vegetable oil plus penetrants		\$ _____ / gallon
66	Methlyated Seed/Soybean Oil	15 gallon	Sun-wet, MethOil, Atmos, Sun Energy, Mess100, MSO concentrate, Dyne-Amic	Vegetable oil plus penetrants		\$ _____ / gallon
Estimated 1,000 gallons for items 64, 65 & 66.						
67	Nu-Film IR	2.5 gallon	Nu-film IR	Poly-1-P-Menthene	Nu-film IR	\$ _____ / gallon
Unknown estimated gallons for items 67.						
68	Dyne-Amic	2.5 gallon	Dyne-Amic	Methyl esters of C16-C18 fatty acids, Polyalkyleneoxide modifided polydimethylsiloxane, alkylphenol ethoxylate	Dyne-Amic	\$ _____ / gallon
Estimated 1,500 gallons for items 68.						
69	Droplex	2.5 gallon	Droplex	Modified vegetable oil and emulsifiers	Droplex	\$ _____ / gallon
Unknown estimated gallons for items 69.						
70	Elite Supreme	2.5 gallon	Elite Supreme	Veg. oil, organosilicone and nonionic emulifiers	Elite Supreme	\$ _____ / gallon
Unknown estimated gallons for items 70.						
71	Dye (water soluble)	1 gallon		Dye colorant		\$ _____ / gallon
Unknown estimated gallons for items 71.						

* Unit Price shall not exceed two (2) decimal places.

**ATTACHMENT 4B - SPECIFICATION
ADJUVANTS**

	Common Name (Brand Name if required)	Container Size	Accepted Brand Name(s)	Ingredients	Product offered	Unit Price *
72	Non-Ionic Spreader	2.5 gallon	Cide-kick, AD 100, & Kammo	Citrus based D'Limonene plus emulsifiers		\$_____/gallon
73	Breeze	1 gallon	Breeze	Saccarides,alkyl ployglucoside,ammonium sulfate	Breeze	\$_____/gallon
74	Quest	2.5 gallon	Quest	Proprietary blend of the ammonium salts of polyacrylic, hydroxy carboxylic and phoshoric acids	Quest	\$_____/gallon
Unknown estimated gallons for items 72, 73 & 74.						

* Unit Price shall not exceed two (2) decimal places.

Eleventh Order of Business



Shawn Frankenhauser
Coral Springs Improvement District
10300 N.W. 11th manor
Coral Springs, FL 33071

Rostan Solutions, LLC
3433 Lithia Pinecrest Road
Suite 287
Valrico, FL 33596
Tel 813 333 7042
Fax 813 333 7330
www.rostan.com

Dear Mr. Frankenhauser:

Please allow this letter to serve as Rostan Solutions' (ROSTAN's) commitment to provide Disaster Debris Monitoring Services to the Coral Springs Improvement District (District) under the same terms and conditions as the City of Coral Springs (City) Agreement for Disaster Debris Monitoring Services, as amended. Attached is the competitively bid and fully executed Agreement for Disaster Debris Monitoring Services between Arcadis US, Inc. and the City, as well as the First Amendment to the Agreement, assigning the Agreement to ROSTAN. The term of the City Agreement is four (4) years (expiring June 30, 2017) with the option to extend for one additional four (4) year term.

Date:
August 24, 2016

Contact:
Darius J. Stankunas

Phone:
813-417-0106

Email:
dstankunas@rostan.com

The District will receive the same level of support and pricing as stated in the City Agreement referenced above. The District's agreement will be administered independently of the City and all issues will be handled directly between the District and ROSTAN. Please acknowledge acceptance of this agreement by signing and returning a copy of this letter for our files.

We appreciate the opportunity to continue to serve the District.

Sincerely,

Rostan Solutions LLC

Darius J. Stankunas

President

Accepted and approved by:

Signature: _____

Name/Title: _____

Date: _____

Attachments



June 26, 2013

Mr. Samuel Rosania
Arcadis U.S. Inc.
8201 Peters Road, Suite 3400
Plantation, Florida 33324

Re: Disaster Debris Monitoring Service, RFP 13-B-097

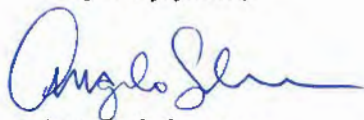
Dear Mr. Rosania:

Attached is a fully executed agreement between the City of Coral Springs and Arcadis U.S., Inc. for Disaster Debris Monitoring Services. The term of this contract is from June 19, 2013 through June 30, 2017.

Please provide your certificate of insurance throughout the term of the contract indicating the City of Coral Springs as additional insured with regard to general liability.

If you have any questions, please contact Purchasing Agent Leo Bermudez in this office.

Very truly yours,



Angelo Salomone
Purchasing Administrator

AS:mlm

Encl.

AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND ARCADIS U.S., INC. FOR DISASTER DEBRIS MONITORING SERVICES

THIS AGREEMENT, made and entered into the 19 day of June, 2013, by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal Corporation
9551 West Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

AND

ARCADIS U.S., INC.
a Delaware Corporation
630 Plaza Drive, Suite 200
Highlands Ranch, Colorado 80129
(hereafter referred to as "CONTRACTOR")

WHEREAS, on March 5, 2013 the City issued a Request for Proposals (RFP No. 13-C-097) for Disaster Debris Monitoring Services; and

WHEREAS, staff recommends that the contract be awarded to Arcadia U.S., Inc.; and

WHEREAS, the City Commission concurs with the staff recommendation and deems it to be in the best interests of City;

NOW, THEREFORE, in consideration of the benefits provided by CONTRACTOR to the citizens of Coral Springs and the covenants and conditions herein expressed and the faithful performance of all such covenants and conditions, the parties agree as follows:

Section 1.

1.01 The above recitals are true and correct and are incorporated herein.

Section 2. TERM AND TIME OF PERFORMANCE

2.01 The initial term of this Agreement shall be effective upon the approval of the City Commission and shall terminate June 30, 2017. This Agreement may be renewed for one (1) additional four (4) year term. However, either party may terminate this Agreement by providing sixty (60) calendar days written notice.

- 2.02 (a) All duties, obligations and responsibilities of CONTRACTOR required by this Agreement shall be completed no later than the deadlines established by the Contract Administrator. For the purposes of this Agreement, the Contract Administrator is the Director of Public Works, the Fire Chief, Police Chief or other individual as designated by the City Manager's Office. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.
- (b) The Contract Administrator shall be responsible for coordinating and communicating with the CONTRACTOR and to manage and supervise execution and completion of the Scope of Services as set forth herein and in the respective Task Authorization.

Section 3. SCOPE OF SERVICES

- 3.01 The CONTRACTOR shall complete the scope of services in accordance with the requirements of CITY'S RFP outlined in Exhibit "A", attached hereto and incorporated herein. In addition, the CONTRACTOR shall complete the CONTRACTOR's proposed Scope of Services is attached hereto and incorporated herein as Exhibit "A-1". The parties acknowledge that the HaulPass System designated in Exhibit "A-1" is subject to the approval of its usage by the Federal Emergency Management Agency (FEMA) and that CONTRACTOR may need to utilize another system approved by FEMA, subject to the approval of CITY.
- 3.02 CITY and CONTRACTOR acknowledge that the scope of services is a description of CONTRACTOR's responsibilities and obligations and is deemed to include preliminary considerations and prerequisites and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by CONTRACTOR impractical, illogical and unconscionable.
- 3.03 No work shall begin or any costs incurred for any part of the services without an approved Task Authorization. The Task Authorization to be issued by CITY shall define and describe the Scope of Services items in operational terms and will include the maximum amount of compensation to the CONTRACTOR for the completion of the Task Authorization. The Task Authorization must be approved and executed by the CITY's Contract Administrator to be valid. For the CONTRACTOR, the Task Authorization must be approved and executed by Sandy Gutner or Leah Richter.
- 3.04 Each Task Authorization will designate a lump sum amount or time and expenses method for compensation and the maximum amount to be incurred to the specific tasks authorized by the Task Authorization. All

charges shall be in accordance with the Price Proposal, attached hereto and incorporated herein as Exhibit "C". No charges will be accepted for items not pre-approved within a Task Authorization.

- 3.05 Any change in the Scope of Services must be accomplished by a written amendment to this Agreement and executed by both parties.

Section 4. CONSIDERATION

- 4.01 CITY agrees to compensate CONTRACTOR for the services performed by CONTRACTOR pursuant to the requirements of Section 3 of this Agreement. The parties acknowledge and agree that the pricing as designated in Exhibit "C", is **inclusive of all** costs due CONTRACTOR for services rendered pursuant to this Agreement, including but not limited to travel, subsistence and reimbursables.

- 4.02 Method of Billing and Payment.

(a) CONTRACTOR shall submit invoices for compensation to the CITY's Contract Administrator for completed services on a monthly basis. Invoices shall be submitted no later than the 15th day of the month for services rendered during the prior month. Invoices shall clearly designate the services performed in accordance with the applicable Task Authorization.

(b) CITY will make its best efforts to pay CONTRACTOR within twenty-one (21) calendar days of receipt of proper invoice the total shown to be due on such invoice. All payments for services are subject to the applicable Task Authorization; however, under no circumstances will costs that exceed reimbursable limits acceptable to the Federal Emergency Management Agency (FEMA) be proposed or approved in a Task Authorization, unless otherwise approved by CITY. All invoices must comply with the requirements of this Agreement and must be submitted on a form that is acceptable to CITY. Payment may be withheld for failure of CONTRACTOR to comply with a term, condition, or requirement of this Agreement.

(c) Services under a Task Authorization shall not exceed the approved amount. Should an additional amount be required, the CONTRACTOR acknowledges that in accordance with Section 2-305.1 (2) of the City Code, the City Manager has the authority to make emergency procurements where the costs exceed forty thousand dollars when there is a clear and present threat to public health, property, welfare, safety, and other substantial loss to the city; however, the City Commission must be notified after the fact of any emergency procurement in excess of forty thousand dollars.

- 4.03 Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or from loss due to fraud or reasonable evidence indicating fraud by CONTRACTOR or failure to comply with this Agreement. When the above reasons for withholding payment are removed or resolved in a manner satisfactory to the Contract Administrator, payment may be made. The amount withheld shall not be subject to payment of interest by CITY.
- 4.04 Payment to CONTRACTOR shall be made payable to Arcadia U.S., Inc. and sent to:

Arcadis U.S., Inc.
a Delaware Corporation
630 Plaza Drive, Suite 200
Highlands Ranch, Colorado 80129

Section 5. DUTIES AND RESPONSIBILITIES OF CITY

- 5.01 The CITY shall issue Task Authorizations as required in accordance with this Agreement, together with the applicable purchase orders.
- 5.02 CITY shall be responsible for scheduling and coordinating all required meetings with the applicable personnel, including any other CITY Contractors.
- 5.03 The City shall designate the applicable Contract Administrator for each designated event and notify CONTRACTOR in writing.
- 5.04 Other assistance as may be required in assisting CONTRACTOR to complete the required scope of services.

Section 6. INSURANCE

- 6.01 Prior to commencing work, the CONTRACTOR shall provide CITY with certificates of all insurance policies providing coverage as required.
- 6.02 The CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full period of the agreement a policy or policies of insurance, which must include the following coverages and minimum limits of liability:
 - (a) **Worker's Compensation and Employer's Liability Insurance** for all employees of the CONTRACTOR engaged in work under the Agreement

in accordance with the laws of the State of Florida. The CONTRACTOR shall agree to be responsible for the employment, control and conduct of its employees and for any injury sustained by such employees in the course of their employment.

- (b) **Comprehensive General Liability Insurance** with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily
Injury and Property Damage
Liability per occurrence

Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$1,000,000.00 Combined Single Limit, Bodily
Injury and Property Damage
Liability per occurrence

- (1) Premises and Operations;
- (2) Independent Contractors;
- (3) Products and Completed Operations;
- (4) Broad Form Property Damage;
- (5) Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
- (6) Personal Injury Coverage with employment and contractual exclusions removed and deleted; and

- (c) **Comprehensive Automobile Liability Insurance** for all owned, non-owned and hired automobiles and other vehicles used by the CONTRACTOR in the performance of the work with the following minimum limits of liability:

\$1,000,000.00 Combined Single Limit, Bodily
Injury and Property Damage
Liability per occurrence

- 6.03 **ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE AGREEMENT. INSURANCE Companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled,**

materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

- 6.04 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

- 6.05 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above described insurance.
- 6.06 The CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.
- 6.07 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY'S actual notice of such an event.
- 6.08 The CONTRACTOR shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.
- 6.09 The CONTRACTOR agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of CITY.
- 6.10 Violation of the terms of this paragraph and its sub-parts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.

Section 7. INDEMNIFICATION

- 7.01 **GENERAL INDEMNIFICATION:** The CONTRACTOR shall indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in

consequence of the negligent acts, errors or omissions furnished by or operations of the CONTRACTOR or his subcontractors, agents, officers, employees or independent contractors pursuant to the Agreement, specifically including but not limited to those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or his subcontractors, agents, servants or employees in the provision of the services under the Agreement.

- 7.02 The CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- 7.03 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.
- 7.04 PATENT AND COPYRIGHT INDEMNIFICATION: The CONTRACTOR agrees to indemnify, defend, save and hold harmless the CITY, its officers, agents and employees, from all claims, damages, losses, liabilities and expenses arising out of any alleged infringement of copyrights, patent rights and/or the unauthorized or unlicensed use of any material, property or other work in connection with the performance of the Agreement.

Section 8. TERMINATION

- 8.01 **TERMINATION FOR CAUSE AND DEFAULT:** In the event CONTRACTOR shall default in any of the terms, obligations, restrictions or conditions of the Proposal documents, CITY shall give written notice by certified mail, return receipt requested to CONTRACTOR of default and that such default shall be corrected or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event CONTRACTOR has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to termination of this Agreement in which case the CONTRACTOR shall be liable for all procurement and reprocurement costs and any and all damages permitted by law arising from the default and breach of this Agreement.

- 8.02 **TERMINATION FOR CONVENIENCE OF CITY:** Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may without cause and without prejudice to any other right or remedy, terminate the agreement for CITY's convenience whenever CITY determines that such termination is in the best interests of CITY. Where the agreement is terminated for the convenience of CITY, the notice of termination to CONTRACTOR must state that the Contract is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

Section 9. RECORDS AND AUDIT

- 9.01 CITY reserves the right to audit the records of CONTRACTOR relating to work completed for the CITY at any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

Section 10. INDEPENDENT CONTRACTOR

- 10.01 It is understood and agreed that CONTRACTOR is and shall remain an independent contractor with respect to the services being performed by CONTRACTOR pursuant to this Agreement and shall not, for any purpose, be deemed an employee of CITY.

Section 11. CONFLICT OF INTEREST

- 11.01 CONTRACTOR covenants that no person under its employ who presently exercises any functions or responsibilities in connection with this Agreement has any personal financial interests, direct or indirect, with CITY. CONTRACTOR further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interests, on the part of CONTRACTOR or its employees, must be disclosed in writing to CITY.

- 11.02 CONTRACTOR is aware of the conflict of interest laws of the Municipal Code of the City of Coral Springs, Broward County and the State of Florida, Chapter 112, Florida Statutes (1995), as amended, and agrees that it will fully comply in all respects with the terms of said laws.
- 11.03 CONTRACTOR warrants that it has not employed or retained any person employed by CITY to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay, any public official or person employed by CITY any fee, commission, percentage, brokerage fee or gift of any kind, contingent upon or resulting from the award of this privilege.

Section 12. ASSIGNMENT

- 12.01 CONTRACTOR shall not assign, transfer or subject the Agreement or its rights, title or interests or obligations therein without CITY'S prior written approval.
- 12.02 Violation of the terms of this paragraph shall constitute a breach of this Agreement by CONTRACTOR and CITY may, at its discretion, cancel this Agreement and all rights, title and interest of CONTRACTOR shall thereupon cease and terminate.

Section 13. COMPLIANCE WITH LAWS

- 13.01 CONTRACTOR shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority which may be applicable to this Agreement.

Section 14. VENUE

- 14.01 Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, paralegal expenses, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.

Section 15. GOVERNING LAW

- 15.01 The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

Section 16. INSOLVENCY

16.01 In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, at the option of the other party and immediately upon written notice, this Agreement shall terminate and be of no further force and effect.

Section 17. ENTIRE AGREEMENT

17.01 This Agreement contains the entire understanding of the parties relating to the subject matter hereof superseding all prior communications between the parties whether oral or written, and this Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election but the same shall continue and remain in full force and effect.

Section 18. SEVERABILITY

18.01 Should any part, term or provision of this Agreement be by the courts decided to be illegal or in conflict with any law of the State, the validity of the remaining portions or provisions shall not be affected thereby.

Section 19. NOTICES

19.01 All notices and other communications required or permitted under this Agreement shall be in writing and given by:

19.02 hand delivery

19.03 registered or certified mail, return receipt requested;

19.04 overnight courier, or

facsimile to:

CITY:

Erdal Dönmez, City Manager
City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065
Telephone: 954-344-1142
Facsimile: 954-344-1043

with a copy to:

Angelo Salomone, Purchasing Administrator
City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065
Telephone: 954-344-1100
Facsimile: 954-344-1186

CONTRACTOR:

Arcadis U.S., Inc.
630 Plaza Drive, Suite 200
Highlands Ranch, Colorado 80129

With copy to:

Samuel Rosania, Vice President
Arcadis U.S., Inc.
8201 Peters Road, Suite 3400
Plantation, Florida 33324
Telephone: (954) 761-3460
Facsimile: (954) 761-7939

19.06 or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered:

19.06.1 on the date delivered if by personal delivery or overnight courier, or

19.06.2 on the date upon which the return receipt is signed or delivery is refused or the notice is designated

by the postal authorities as not deliverable, as the case may be, if mailed; and

19.06.3 on the date of transmission with confirmed answer back if by fax.

20. WARRANTIES

20.01 CONTRACTOR warrants to CITY that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

20.02 CONTRACTOR warrants to CITY that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

20.03 All warranties made by CONTRACTOR together with service warranties and guarantees shall run to CITY and the successors and assigns of CITY.

21. NONDISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

21.01 During the performance of this Agreement, the CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. The CONTRACTOR will take affirmative action to ensure that employees are treated during employment, without regard to their race, creed, color, or national origin. Such action must include, but not be limited to, the following: employment, upgrading; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR(s) shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

22. PERMITS, FEES AND NOTICES

22.01 CONTRACTOR shall secure all permits and fees, licenses and charges necessary for the proper execution and completion of the work. The costs of all permits, fees, licenses and charges shall be included in the price except where expressly noted in the specifications requirement.

Section 23. PERFORMANCE MEASURES

- 23.01 The parties acknowledge and agree that the performance measures are the indicators to measure the quality of performance and service by the CONTRACTOR to be utilized by CITY. The performance measures for this Agreement are as designated in Exhibit "D", attached hereto and incorporated herein.
- 23.02 CONTRACTOR shall also comply with the requirements outlined in Exhibit "E" attached to and incorporated herein.


THE BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

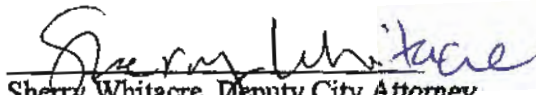
ATTEST:


Josephine Chavez, CRM,
City Clerk

CITY OF CORAL SPRINGS


Vincent Boccard, Mayor

Approved as to Form:


Sherry Whitacre, Deputy City Attorney

CONTRACTOR

ARCADIS U.S., INC.

By [Signature]

Print Name SAM ROSANIA

Title VICE PRESIDENT

State of Florida

County of Hillsborough

On this, the 13th day of June, 2013, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by SAM ROSANIA, V.P. (name of corporate officer), title of Arcadis U.S. (name of CONTRACTOR), a Delaware Contractor (state of CONTRACTOR) CONTRACTOR, on behalf of the CONTRACTOR.

WITNESS my hand and official seal

Cynthia K Noel
Notary Public, State of



Printed, typed or stamped name of Notary Public exactly as commissioned

Personally known to me, or Produced identification:

(type of identification produced)

13-B-097RFP
Exhibit A
Scope of Services

PRE-EVENT

1. Arcadis U.S. shall meet with City Staff and its debris hauler in a pre-hurricane annual meeting on or before May 1st of each calendar year to exchange information and review applicable policies and procedures regarding preparedness activities.
2. Arcadis U.S. shall prepare a staffing table forecasting the number of monitors potentially needed based on category one through five storm events with a projected amount of debris.
3. Arcadis U.S. shall work with the City's Information Services Department to refine the interfacing of data from its HaulPass System.
4. Arcadis U.S. staff shall attend hurricane preparedness meetings as follows: One meeting when the CITY is within the five-day forecasting cone, one meeting per day to provide preparation status while the CITY is within the three-day forecasting cone. Attendance at these hurricane preparedness meetings may be through telephone conference calls with the CITY's Contract Administrator or his designee. The parties acknowledge and agree that additional meetings may need to be scheduled, if warranted.
5. Arcadis U.S. shall continue communication and coordination with FEMA to obtain confirmation that HaulPass is a recognized method of data collection for Hurricane debris monitoring and approved by FEMA prior to utilization by Arcadis U.S. for debris monitoring required for the City.
6. Arcadis U.S. shall develop a standard data and file format reports in conjunction with the Information Services and Financial Services Department.
7. Arcadis U.S. shall assign a Project Manager to the City's Emergency Operations Center, at the hourly rate listed in the Price Proposal, attached hereto and incorporated herein as Exhibit "C". The Project Manager shall be available and assigned to the City's Emergency Operations Center within four (4) hours of being notified by City that the Emergency Operations Center is open for designated event.
8. Assessing of a Temporary Disposal and Reduction Site to be compliant with State Regulatory Requirements.
9. Arcadis U.S. shall conduct a yearly Training Workshop to include, but not limited, to the following:

Arcadis U.S. will prepare and conduct one training exercise for the City of Coral Springs (City) staff utilizing the HaulPass System for debris management. During the workshop, staff will participate in debris monitoring tabletop exercise as well as a field demonstration of the System. The training workshop will last for one (1) day and will be presented by two instructors from the Arcadis U.S. Debris Management Team. This service will be provided at no cost to the City.

Task 1: Debris Monitoring Tabletop Exercise

The tabletop exercise will serve as an introduction to Arcadis U.S. Debris Management Team, as well as an introduction to the HaulPass System. During the tabletop exercise, Arcadis U.S. staff will provide an overview of the HaulPass System, including how the System is more effective than traditional, paper based methods of debris management, and what City staff can expect during post-event debris management operations. During the tabletop exercise, the Arcadis U.S. Debris Management Team will provide a step-by-step explanation that will demonstrate to City staff how the System works and how it can enhance and streamline the City's debris management operations and reporting capabilities. The exercise will be interactive and City staff will be given the opportunity to ask questions regarding debris management operations and the System. This portion of the workshop will last for approximately four (4) hours.

Task 2: Debris Monitoring Field Demonstration

Once the tabletop exercise has been completed, the Arcadis U.S. Debris Management Team will give City staff a hands-on field demonstration of the Automated Debris Management System. During this portion of the workshop, City staff will participate in a demonstration deployment of the System and observe how debris data is collected. First, Arcadis U.S. will demonstrate to the City how employees and equipment are registered for use in the system. Then, Arcadis U.S. will demonstrate data collection of ROW, ROE and line-item debris types using mobile field equipment. Finally, the collected data will upload onto the HaulPass Event Manager website and to view near real-time event statistics. The City will have the opportunity to interact with the collected data in a GIS mapping interface and will be able to run various system defined reports. This portion of the workshop will last for approximately four (4) hours and will take place both in the field and at the City's offices.

The training workshop will be conducted at a date selected by the City but before June 1st of each year.

POST EVENT

10. In the event of a storm event, Arcadis U.S. shall mobilize four (4) truck certification specialist, four (4) monitors, and two (2) Temporary Disposal and Reduction Site (TDRS) monitors within 24 hours of the ALL CLEAR being issued by the Emergency Operations Center.

11. Arcadis U.S. shall provide debris estimates and an appropriate monitoring staffing plan to the Public Works Director for approval within 24 hours of the ALL CLEAR being issued by the Police Department.
12. Arcadis U.S. shall provide the required dedicated staffing to include administrative and data entry capability for the City, and decentralized from any other operational responsibilities.
13. Arcadis U.S. shall provide a fully dedicated truck certification team as needed during the recovery period.
14. Arcadis U.S. shall establish and man a command center within three days of the ALL CLEAR being issued by the Police Department.
15. Arcadis U.S. shall provide a daily inventory of equipment and crews being deployed each day.
16. Arcadis U.S. shall provide a preliminary production report by 6:30 a.m. of the following workday when the Automated Debris Management System is in use. Manual reports shall be submitted by noon of the following day.
17. Arcadis U.S. shall submit a weekly summary report by noon Monday for the previous week to include daily and weekly production information for each designated hauler for which the City has contracted for service. The report shall include type of debris, number of loads, number of crews and trucks, projected debris collected and remaining, completion schedules, cost information on debris collected, projected cost to complete, call center and complaint data, and other problems or strategic issues.
18. Arcadis U.S. shall review all hauler invoices and make recommendations to the Director of Public Works related to payment of hauler invoices. Consultant shall review hauler invoices and make said recommendation(s) within one week of receipt of the invoices from the designated hauler(s).
19. Establish a Command Center.

Arcadis U.S. will establish a temporary command center within 24 hours of the storm passing. Arcadis U.S. will then establish a permanent, fully operational, command center within 3 days of the storm passing and will maintain it for the duration of the recovery effort. The command center will be provided at no additional cost to the City.
20. Arcadis U.S. shall provide a Call Center to answer customer inquires and complaints regarding debris removal services. The call center will be provided at its command center to field calls from the City's residents regarding debris recovery efforts. Call center staffing will be provided in accordance with Arcadis U.S. established rate schedule and will be located at Arcadis U.S. command center.

21. Within the first year of the contract, Arcadis U.S. will draft a debris management plan for the City. This will be accomplished at no additional cost to the City.

The parties acknowledge that some of the events for pre-event are required to be continued during the post-event.

EXHIBIT "A-1"

SCOPE OF SERVICES PROPOSED BY CONTRACTOR

Scope of Proposed Services

As evidenced in the City of Coral Springs' (City's) RFP and the services requested, disaster debris management and removal operations consist of a variety of tasks related to assessment, right-of-entry, debris collection, transport, processing, and disposal of debris resulting from a hurricane or other type of disaster. Although there are similarities between events, each event provides its own set of extraordinary challenges. The debris removal and management operations for the City Coral Springs (City) would typically be provided utilizing a variety of means, including debris contractors, quality assurance support contractors, City personnel and other personnel on assignment from other local agencies. The operations would be performed under the direction of the City in accordance with laws and guidelines of federal, state, and local law authorities.

Overview

ARCADIS U.S., Inc. (ARCADIS) has completed disaster recovery and debris management projects totaling more than 30 million cubic yards and has overseen the management of over \$1 billion in federal reimbursements resulting from disaster recovery operations. We approach and measure our success by 1) Driving the recovery efforts to achieve the quickest and most efficient cleanup; and 2) Maximizing the receipt of reimbursements for costs incurred. This is accomplished by the use of technology, efficient information management, and deployment of an experienced debris monitoring team.

Our Unique Disaster Debris Management Approach

ARCADIS has vast experience in all aspects of the services requested by the City in the RFP, and those services are all part of our standard disaster preparedness, response, and recovery operations for our clients. However, the key component to our Disaster Debris Monitoring approach for the City is the use of our patented and exclusive automated debris data management system (ADMS), HaulPass®, a Smart Card data capture and management system that completely eliminates the need for paper (manual) load tickets during a debris removal mission. HaulPass® is the only tested, proven, paperless, and reimbursed automated debris data management system available. Through the use of mobile data capture technology and encrypted Smart Cards, HaulPass® establishes a secure data environment for collection and management of critical information on the prime contractor, subcontractors, contract parameters, vehicle specifications, and debris removal and management efforts. Data collected in the HaulPass® system become available almost immediately through an easily accessible secure web portal.

The HaulPass® system is supported in the field by our experienced debris monitoring team and has proven successful in multiple deployments, with a proven history of FEMA reimbursement as a recognized method of data collection for disaster debris monitoring. HaulPass® was validated by the United States Army Corps of Engineers (USACE) in June 2008 in response to ADMS requirements in the USACE Advance Contract Initiative (ACI), and was the only system to have been offered by all respondents in all 11 Regions under the ACI program, and the only ADMS to be validated by the USACE. HaulPass® also meets all the City's objectives for an ADMS.

The HaulPass® approach utilizes a credit card size plastic card that has a small programmable memory chip. When a debris contractor vehicle is certified, the vehicle driver is issued a HaulPass® card with the vehicle certification number (i.e., the placard number) embedded and encrypted on the HaulPass® card. The debris contractor is responsible for their HaulPass® card and if lost or damaged is required to be recertified to receive a new card.

The debris load site monitor (i.e., QA Field Monitor) is issued a unique identification number which is embedded and encrypted on their Smart Card (QA Monitor Card), as well as a GPS enabled handheld unit with a Smart Card reader. The QA Field Monitor would use his/her card to sign-in to the PDA each morning.

In addition, each debris disposal site is equipped with a printer and handheld unit. The PDA has a Smart Card reader which reads the HaulPass® and prints hard copies of the debris load ticket for the vehicle driver, debris contractor and the City. Each debris site monitor (QA Tower Monitor) will also be issued a unique identification number which is embedded and encrypted on their Smart Card. The Tower Monitor will use their card to sign-in to the Tower PDA each morning and sign-out each evening.

In general, the HaulPass® approach works as follows. The debris contractor presents their HaulPass® card to the QA Field Monitor. The QA Field Monitor places the HaulPass® card in the card reader to "write a ticket" onto the HaulPass®. By doing this, the HaulPass® card has the date, time, QA's name and GPS location embedded on the card. The QA Field Monitor then returns the HaulPass® card to the debris contractor so that the driver can proceed to the disposal site to dump their load. Upon arrival at the disposal site, the debris contractor provides the HaulPass® card to the QA Tower Monitor who then inserts the card into the Smart Card reader enabled PDA. The debris contractor's certification number is read from the HaulPass® card and the vehicle's information appears on the PDA screen, including a picture of the certified vehicle, to verify the placard number and that no alterations have been made to the vehicle. Upon verification of vehicle information, the QA Tower Monitor enters the debris load type and percent full. A load ticket is then printed for the vehicle driver and, simultaneously, the HaulPass® card is erased with the exception of the contractor certification information. The HaulPass® card is then returned to the debris contractor driver for use on the next load.

This approach entirely eliminates manual data entry of paper load tickets and data entry into a database.

Once the debris disposal site has closed operations for the day the data gathered from the QA Tower Monitor handheld is uploaded to the Event Manager application, which provides graphical and tabular reporting of the day's events.

The Event Manager application is designed to fully automate many of the paper-based time intensive processes required to maintain debris record keeping and accounting operations. The HaulPass® system is a distributed suite of applications designed to perform as a central office data repository enabling new and/or revised information to be distributed to various agencies, contractors, or the public. Event Manager has been designed from the ground up as a web based application and therefore can be made available to any hardware platform capable of running

Microsoft Internet Explorer browser. Access to the system is rigidly controlled thru role based security. Data encryption algorithms are used at numerous places throughout the application to protect sensitive data.

Event Manager delivers various tabular reports such as daily debris volume totals, number of Load Tickets produced, volume of debris hauled by contractors, and total volume delivered to the disposal site.

The Event Manager application is also a map based GIS application. GIS provides the user with the ability to interact with load tickets, debris sites, contractors, field QAs, etc. on a geographic basis. For example, one layer in the GIS presents all debris sites, another presents all load tickets, and a third layer is capable of displaying loads by contractor and subcontractor. Each of these layers has associated map-based and tabular reports attached to it to enable the user to make decisions with respect to contractor deployments, completeness of debris pick-up, etc.

While we encourage the use of our innovative HaulPass® System, our approach to debris recovery operations is flexible, and we will adapt to the City's needs in terms of the level and type of support needed should you elect not to utilize our ADMS system. In general, our approach includes the key elements described in the following paragraphs.

Pre-Event Actions

As the City's Debris Monitoring team since 2006, we are well versed on the City's plans and procedures, however, upon award of the contract, ARCADIS will meet with key members of the City's team to review any updates to their existing plans and procedures as well as to provide a refresher introduction of our protocols, standard operating procedures (SOP), services and equipment that is available for use in the event of a disaster. Our key project team members will participate in this meeting, and will establish lines of communication with the City's key team members.

Our approach is to obtain "the lay of the land" well before an event makes landfall. We will work together with the City to determine its specific needs in any given event scenario. As part of the initial meeting, we will work closely with the City to create a list of action items and schedule for implementing any prioritized action items (e.g., CEMP, COOP and DMP plans or plan revisions, SOPs, debris load tickets, contractor truck placards, certification forms etc.).

In addition, we will participate in the City's annual pre-hurricane annual meeting with City Staff and Phillips & Jordan prior to May 1st of each year to discuss all preparedness activities; prepare a staffing table based upon storm severity and debris estimations; coordinate with the City's Information Services Department for confirmation of current interfacing data; attend any hurricane preparedness meetings depending upon forecasting cone predictions; continued coordination with FEMA regarding updated reimbursement and ADMS policies, as may be applicable; assess any identified Temporary Disposal and Reduction Site(s) for regulatory compliance and operational sufficiency; and conduct two training exercises for City staff, including a table top exercise and a field demonstration of our HaulPass® system.

Post-Event Actions

Notwithstanding the actions we undertake routinely prior to an event, we will establish a “forward point of contact” to be deployed with the City in the period immediately prior to any impending hurricane landfall in order for us to react quickly following the event. We will distribute a list of key personnel (Contact List) that can readily communicate 365 days a year. In the event of a disaster, we will work hand-in hand with the City to provide assistance as necessitated by the event.

Mobilization Plans

Our mobilization plan is based on our experience with disaster recovery over the last 20+ years. We have incorporated the lessons learned from past disasters into our plan for this contract. For this assignment our primary base of operations will be a satellite office, established following an event, or mobile command centers (RV’s) as the need arises, with auxiliary support from our nearby Plantation office location. We clearly understand the range of challenges when working in a disaster affected area, including those associated with: staffing; lodging; vehicles; power outages; communications; fuel; as well as food consumables.

Staffing

ARCADIS, through its wholly-owned subsidiary Rostan Solutions, LLC (ROSTAN), maintains a core group of disaster response and recovery personnel capable of immediate deployment to a disaster affected area (usually within less than 4 hours). This team consists of a project manager, an operations manager and between 6 to 12 specialists that provide the initial needs assessment and coordination for the necessary resources and assets that are required to fulfill the City’s requirements. If desired, a member(s) of this team will reside with the City during storm landfall at the City’s EOC or other designated facility. This individual is equipped with satellite and cellular phones so they can communicate at the earliest possible time following landfall.

We follow-up on our first response assessment team with personnel from a “ready-list” of staff from our www.debrismonitors.com database that are from Coral Springs and surrounding communities, from local subcontractors (if required), and from our regional and national offices to “fill the gaps” until such time as we can provide local staff to fulfill the assignment. Additionally, we have pre-positioned human resource teams that have begun proactive sourcing of potential employees in the Coral Springs area.

In the event of a storm event affecting the City, we will, at a minimum, mobilize four equipment certification specialists, four load site monitors, and two Debris Management Site (DMS) monitors within 24 hours of the all clear. Additional mobilization and staffing will be evaluated and updated constantly and in coordination with the Debris Contractor’s established mobilization plans based upon the nature and severity of the event. We will also provide the dedicated administrative and data entry staff necessary for the City, entirely separate from any other ARCADIS operational responsibilities.

Debris Estimation

Debris estimation is critical to determining the type and size of the clean-up operation. Typically, we evaluate the potential area to be impacted prior to an event and gather relevant information regarding age, elevation, and type of facility. We base our damage and debris estimations upon aerial, topographical, computer modeling and visual reconnaissance of the

affected area compared to pre-event conditions. Within 24 hours of the all clear, we will provide debris estimates and a specific monitoring staffing plan for the City's review and approval.

Equipment Certification

ARCADIS has an experienced and fully dedicated equipment certification team prepared to deploy immediately following an event and investigate potential equipment certification site(s), establish the certification site(s), oversee certification operations, certify equipment, and provide accurate record keeping to maximize reimbursement. We have established a protocol for equipment certification operations utilizing pre-printed placards, digital photography, duplicate certification forms, and bar coding (if requested) to eliminate potential for duplication or contractor fraud.

Further, ARCADIS' equipment certification team will conduct random audits of contractor vehicles and trailers to ensure the payload volume is consistent with the Certification placard. We maintain strict policies regarding such certifications to discourage any intentional manipulation.

Our team will provide a daily inventory of equipment and crews being deployed each day.

Operations Center, Field Operations and Call Center

Within three days of the all clear, ARCADIS will, in coordination with the City, establish an Operations/Command Center from which we will coordinate field operations. Field monitors are deployed with the debris contractors to monitor the loading of trucks and issuance of load tickets. We typically establish area field supervisors that are responsible for a given geographic area, including the specific DMS and load site monitors. Our project manager and/or operations manager work closely with the City's recovery manager to address real-time events as they occur, manage communications, deploy field staff, and make adjustments as necessary to efficiently manage operations.

We have found timely data from the field in terms of trucks deployed, volumes of materials received at each DMS, and areas of the City cleared each day plays an important role in a smooth and efficient recovery effort.

In addition, we will provide and staff a Call Center to answer customer questions and address complaints regarding debris removal services. The Call Center will be located at our Operations/Command Center.

Debris Management Operations and Reporting

Our experienced staff will provide feedback to the City on recovery efforts, hauling contractor performance, DMS contractor performance, and overall debris recovery program efforts, including suggestions to minimize impacts to infrastructure, and minimize restoration costs following the event. ARCADIS provides daily reporting to document each day's activities. Typical Daily Reports contain the following information; however, will be easily customized to address all the City's daily/weekly/monthly informational needs:

- Daily and cumulative debris volumes collected by debris type
- Daily and cumulative debris volumes hauled out by type
- Staffing levels, by role

- Debris contractor activities by DMS
- Meeting summaries, notable events
- Weekly and monthly total debris program cost estimates
- Equipment certification totals
- Daily inventory of equipment and crews being deployed
- Equipment audits
- Data entry statistics
- Environmental monitoring activities
- Damage complaint status

Preliminary production reports will be provided by 6:30 a.m. of the following workday, and weekly reports will be submitted by noon the following Monday for the previous week.

Load Site Monitoring

Our Load Site monitors are trained prior to deployment, in order to ensure the complete, accurate, and legible completion of tickets during the loading of trucks. Our training also includes safety concerns, eligibility requirements specific to the local, state, and Federal requirements, and debris contractor monitoring procedures.

Debris Management Site (DMS) Monitoring

DMS Monitoring, debris contractor administration, and debris recovery operations management revolves around picking up the debris and, most importantly, managing the volumes of information that is generated by this task. We provide DMS monitors which have extensive experience in DMS monitoring activities and have worked with us on numerous disaster recovery events. Our monitors are trained to verify the truck volume, accurately complete the load ticket, document daily volumes managed, and observe contractor activities.

Quality Control

As previously discussed, one of our primary objectives is to ensure that the City receives all of the reimbursement funds to which it is entitled. This requires a strict Quality Control approach both in the field operations and in data management. ARCADIS employs a number of procedures throughout the debris management effort to achieve our objective of maximizing reimbursement. Typical procedures include initial and regular follow-up meetings with FEMA supervisors to confirm their requirements, area supervisors that monitor field and DMS operations, frequent ticket collection and audits to be sure all necessary information is being collected, (if applicable) including locations, and frequent audit of data entry (if applicable).

ARCADIS typically conducts random audits of contractor vehicles and trailers to ensure the payload volume is consistent with the Certification placard. We maintain strict policies regarding such certifications to discourage any intentional manipulation.

Further, we manage the debris contractor pursuant to the City and contractor's agreement, acting as the owner's agent.

Debris Management Site Environmental Monitoring

Where requested, ARCADIS conducts environmental assessments at DMS' to document the conditions before, during, and after use for debris management activities. In these cases, we typically perform a Baseline inspection consisting of photo documentation and a written record of existing conditions prior to any mobilization of equipment or placement of material. We also conduct observations periodically throughout the period debris is collected, stored, processed, removed from the site, and site restoration is completed. Following debris operations, ARCADIS prepares a DMS closure report documenting the site conditions upon Closure. This closeout report compares Baseline and Closure environmental conditions including a comparison of analytical data collected, and visual comparisons. If required, we conduct both baseline and closure groundwater and soil sampling to document conditions prior to and after debris management activities and establish whether the DMS was adversely impacted by debris management activities. Further, aerial photography may be provided to document overall site activities throughout debris management operations.

Damage Claim Assessments

Debris contractors work to restore the area as quickly and safely as possible using equipment not designated for residential use. Despite their best efforts, some property damage may occur while debris removal takes place. Assisting the City representative who receives residents' damage claims, ARCADIS, if requested, takes on the role of the City's representative. ARCADIS establishes contacts with the resident and contractor to ensure timely resolution of these incidents. We visit and document the claims, and create an interactive project website and database for claims tracking. The website provides for real time documentation of the actions taken towards claim resolution. ARCADIS follows up with the resident to make sure communications are clear between the two parties. ARCADIS also provides follow up phone calls or site inspections to confirm the work performed.

Experience with Federal Reimbursement Programs and Funding Eligibility

ARCADIS has assisted many communities with debris management operations and has provided assistance with Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) reimbursements and appeals following a natural disaster. Some of our disaster consulting/debris management and FEMA reimbursement clients include: US Army Corps of Engineers (NY, AL, LA, MS); New Jersey 19 Municipal Clients, Solid Waste Authority Palm Beach County, FL; Hillsborough County, FL; Sarasota County, FL; Erie County, NY; City of Daytona Beach, FL; and City of Buffalo, NY.

As part of our standard services for the City, we will review all hauler invoices and make recommendations to the City related to payment of invoices within one week of receipt of applications for payment.

Project Development and Mitigation Planning

The final component of our services is to make sure that what took place following the disaster is properly documented and that the City maximizes its reimbursement potential from the Federal Emergency Management Agency and the Federal Highway Administration, as well as, pre- and post-event mitigation grant funds. If requested, we have the necessary experience and qualified team to assist the City with writing and reviewing FEMA project worksheets and any applicable

other reimbursement request documentation, such as FHWA, as applicable, as well as supporting any appeals for requests to FEMA or any Office of Inspector General audits.

In addition, if requested, we can assist the City in developing programs, writing proposals and submitting applications to granting agencies such as the Emergency Management Preparedness and Assistance (EMPA) Competitive Grant Program and the Hazard Mitigation Grant Program (HMGP). Projects will focus on addressing the City's specific needs in helping reduce the long term risk to life and property from all types of hazards.

EXHIBIT "B"

TASK AUTHORIZATION FORM

DISASTER DEBRIS MONITORING SERVICES

TASK AUTHORIZATION NO. _____

This Task Authorization is issued between the City of Coral Springs and Arcadia U.S., Inc. as required pursuant to the Agreement for Disaster Debris Monitoring Services approved by the Coral Springs City Commission on _____, 2013

This Task Authorization provides for services in accordance with Exhibits "A" and "A-1" of the Agreement and further detailed in the Scope of Work below.

Payment(s) for such service shall be in accordance with Exhibit "C" of the Agreement. Total costs for this Task Authorization shall not exceed \$ _____.

SCOPE OF WORK:

Time is of the essence and work for this Task Authorization must be completed prior to _____.

City of Coral Springs
Contract Administrator

Arcadia U.S., Inc.

BY: _____
Print Name: _____
Title: _____
Date _____

BY: _____
Print Name: _____
Title: _____
Date: _____

EXHIBIT "C"

Price Proposal

Listed below is ARCADIS' Price Proposal for the City of Coral Spring's, Disaster Debris Monitoring Service proposal. This document describes the basis for compensation and terms of payment.

Positions	Hourly Rates
Project Manager	\$ <u>95.00</u>
Operations Managers	\$ <u>85.00</u>
GIS Analyst	\$ <u>75.00</u>
Field Supervisors	\$ <u>48.00</u>
TDSR Site / Tower Monitors	\$ <u>42.00</u>
Collection Site Monitors	\$ <u>38.00</u>
Load Ticket Data Entry Clerks	\$ <u>0.00</u>
Billing / Invoice Analysts	\$ <u>45.00</u>
Project Assistants (Clerical)	\$ <u>35.00</u>
Field Coordinators (Crew Monitors)	\$ <u>38.00</u>

OTHER REQUIRED POSITIONS:

Proposer may include other positions, with hourly rates, as needed.

Positions	Hourly Rates
Project Principal-in-Charge	\$ <u>190.00</u>
Reimbursement Coordinator / Grants	\$ <u>150.00</u>
Engineer / Scientists / Professional	\$ <u>140.00</u>

EXHIBIT "D"

PERFORMANCE MEASURES

- 1. Mobilize four truck certification specialists, four monitors, and two TDSR monitors within 24 hours of the ALL CLEAR being issued by the Police Department.**
- 2. Provide debris estimates and an appropriate monitoring staffing plan to the Public Works Director for approval within 24 hours of the ALL CLEAR being issued by the Police Department.**
- 3. Provide dedicated staffing to include administrative and data entry capability for the City, decentralized from any other operational responsibilities.**
- 4. Provide a fully dedicated truck certification team as needed during the recovery period.**
- 5. Establish a command center within three days of the ALL CLEAR being issued by the Police Department.**
- 6. Provide an inventory of equipment and crews being deployed each day.**
- 7. Provide a preliminary production report by 6:30 a.m. of the following workday when Haul Pass system is in use. Manual reports shall be submitted by noon of the following day.**
- 8. Develop a standard data and file format reports in conjunction with the Information Services and Financial Services Department.**
- 9. Submit a weekly summary report by noon Monday for the previous week to include daily and weekly production information by Contractor. Report shall include type of debris, number of loads, number of crews and trucks, projected debris collected and remaining, completion schedules, cost information on debris collected, projected cost to complete, call center and complaint data, and other problems or strategic issues.**
- 10. Make recommendations for payment of hauler invoices within one week of receipt.**
- 11. Present invoices for Arcadis U.S. services by the 15th day of each month.**

EXHIBIT "E"

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nons segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: 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, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(f), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(f) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(f) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. **Apprentices and Trainees (programs of the U.S. DOT).**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
- (4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XL CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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 any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**FIRST AMENDMENT TO AGREEMENT BETWEEN CITY OF CORAL SPRINGS
AND ARCADIS U.S., INC. FOR DISASTER DEBRIS MONITORING SERVICES**

THIS FIRST AMENDMENT TO AGREEMENT FOR DISASTER DEBRIS MONITORING SERVICES, is made and entered into the 18th day of May, 2016, by and between:

CITY OF CORAL SPRINGS, FLORIDA
a municipal corporation
9551 W. Sample Road
Coral Springs, Florida 33065
(hereinafter referred to as "CITY")

AND

ARCADIS U.S., INC.
a Delaware Corporation
630 Plaza Drive, Suite 200
Highlands Ranch, Colorado 80129
(hereinafter "CONTRACTOR")

AND

ROSTAN SOLUTIONS, LLC
a Florida corporation
3433 Lithia Pinecrest Road, Suite 287
Valrico, Florida 33596
("ASSIGNED CONTRACTOR")

WHEREAS, CITY and CONTRACTOR entered into an Agreement for Disaster Debris Monitoring Services on June 19, 2013 which terminates on June 30, 2017 (hereinafter "Agreement"); and

WHEREAS, CONTRACTOR has requested that the CITY assign the Agreement to Rostan Solutions, LLC, a formerly wholly owned subsidiary of CONTRACTOR; and

WHEREAS, Section 12 of the Agreement provides that CONTRACTOR shall not assign the Agreement without prior written approval of the CITY; and

WHEREAS, it is necessary to amend the Agreement to approve the assignment; and

WHEREAS, it is further necessary to amend the Agreement to include federal regulations that must be complied with in the performance of this Agreement.

NOW THEREFORE, in consideration of the benefits to each party, the parties hereto mutually agree as follows:

- Section 1.** The above recitals are acknowledged and incorporated herein.
- Section 2.** ASSIGNED CONTRACTOR agrees to comply with the regulations provided in Exhibit "A", attached hereto and incorporated herein.
- Section 3.** Payment to ASSIGNED CONTRACTOR shall be made payable to Rostan Solutions, LLC and sent to: Rostan Solutions, LLC, 3433 Lithia Pinecrest Road, Suite 287, Valrico, Florida 33596.

Section 4. Section 19 of the Agreement is hereby amended to read as follows:

CITY: Erdal Dönmez, City Manager
City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065
Telephone: 954-344-1142
Facsimile: 954-344-1043

with a copy to:

Angelo Salomone, Purchasing Administrator
City of Coral Springs
9551 West Sample Road
Coral Springs, Florida 33065
Telephone: 954-344-1100
Facsimile: 954-344-1186

ASSIGNED CONTRACTOR:

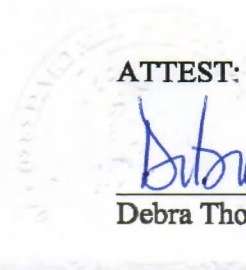
Rostan Solutions, LLC
3433 Lithia Pinecrest Road, Suite 287
Valrico, Florida 33596

Section 5. Should any part, term or provision of this Amendment be by the courts decided to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected thereby.

IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and ARCADIS U.S., INC. and ROSTAN SOLUTIONS, LLC have caused these presents to be executed in their respective names by the proper officials the day and year first above written.

CITY OF CORAL SPRINGS, a municipal corporation organized and existing under the laws of the State of Florida

ATTEST:


Debra Thomas
Debra Thomas, CMC, City Clerk

Walter G. Campbell, Jr.
Walter G. Campbell, Jr., Mayor

Approved as to form:

Sherry Whitacre
Sherry Whitacre, Deputy City Attorney

ARCADIS U.S., INC.

BY: Elizabeth Spangler

Print Name: Elizabeth A. Spangler

Title: Secretary

State of Colorado
County of Douglas

On this, the 5th day of May, 2016, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by Elizabeth A. Spangler (name of authorized signer), Secretary (title of authorized signer), of Arcadis U.S., Inc., on behalf of the corporation.

WITNESS my hand and official seal this 5th day of May, 2016.



Kayte Jo Gerwig
Notary Public, State of Colorado

Kayte Jo Gerwig

Printed, typed or stamped name of Notary Public exactly as commissioned
Personally known to me, or
Produced identification:

Personally known to me
(type of identification produced)

ROSTAN SOLUTIONS, LLC

BY: [Signature]

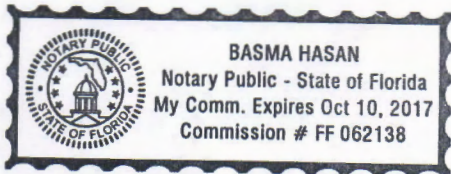
Print Name: SAM ROSANIA

Title: PRINCIPAL

State of Florida
County of Hillsborough

On this, the 6th day of MAY, 2016, before me, the undersigned Notary Public of the State of Florida, the foregoing instrument was acknowledged by Samuel ROSANIA (name of authorized signer), Principal (title of authorized signer), of Rostan Solutions, LLC, on behalf of the corporation.

WITNESS my hand and official seal this 6th day of May, 2016.



[Signature]
Notary Public, State of Florida

Basma Hasan
Printed, typed or stamped name of Notary Public exactly as commissioned

Personally known to me, or

Produced identification:

Florida Driver's License
(type of identification produced)

Exhibit "A"

Equal Employment Opportunity. CONTRACTOR hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant to participate is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will

otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part the grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings.

Contract Work Hours and Safety Standards Act. CONTRACTOR shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR 5).

Clean Air Act and the Federal Water Pollution Control Act. CONTRACTOR agrees to comply with the provisions of 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).

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.

Procurement of Recovered Materials. CONTRACTOR shall 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 guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 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.

Twelfth Order of Business

Coral Springs Improvement District

Agenda Item Summary



Date: September 19, 2016

Subject: New truck purchase

Department: Drainage

**By: Shawn
Frankenhauser**

Staff Requested Action: Authorization to purchase from State of Florida motor vehicle competitive bid contract.

Budgeted: Yes **Amount:** \$28,689.20

Attachments: Yes, State of Florida contract quote

Background/Description: Unit #3 truck is almost 10 yrs. old with over 100K miles and has reached the end of its useful life, many repairs and excessive downtime are unacceptable to operations. The truck will remain in service for 1 additional year as a backup until the 2nd Drainage crew truck (Unit# 14) is replaced, projected to be FY 2018. At that time Unit #3 will be traded in or put up for surplus sale.

Benefits:

- **Operational Cost Reductions:** Only maintenance (oil change, brake relining, etc.) costs will be incurred for 8 yrs. or 100K miles. Better fuel mileage.
- **Manpower Impact/Productivity:** Reliability, less downtime and operational interruptions
- **Service Continuity/Improvement:** Extended full warranty for 8 yrs. or 100K miles.

Price Quote Form (PQF) - Motor Vehicles

Contract No.: 25100000-16-1

***UNSPSC = United Nations Standard Products and Services Commodity Code**

Price Quote Form (PQF) - Motor Vehicles

Contract No.: 25100000-16-1

***UNSPSC = United Nations Standard Products and Services Commodity Code**

Thirteenth Order of Business

Placeholder

Fourteenth Order of Business

14A.

Proposed
Notice of Meetings
Coral Springs Improvement District

The Board of Supervisors of the Coral Springs Improvement District will hold their meetings for Fiscal Year 2017 in the District Offices, 10300 N. W. 11 Manor, Coral Springs, Florida at **4:00 p.m.** on the third Monday of each month unless otherwise specified below:

October 24, 2016 (Fourth Monday)
November 14, 2016 (Second Monday)
December 19, 2016
January 23, 2017 (Fourth Monday)
February 27, 2017 (Fourth Monday)
March 20, 2017
April 17, 2017
May 15, 2017
June 19, 2017
July 17, 2017
August 21, 2017
September 18, 2017

There may be occasions when one or more Supervisors will participate by telephone. Meetings may be continued to a date and time certain, which will be announced at the meeting. Any interested person can attend the meeting at the above location and be fully informed of the discussions taking place. A scheduled meeting may be cancelled by the BOS based on the business needs of the District.

Any person requiring special accommodations at this meeting because of a disability or physical impairment should contact the District Office at (954) 753-5841 at least two calendar days prior to the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at (800) 955-8770 for aid in contacting the District Office.

Each person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which such appeal is to be based.

Kenneth Cassel
District Manager

14B.

**Globaltech, Inc.
CSID Engineer's Report
September 12, 2016**

PROJECTS UNDER CONTRACT

WA #109 – WWTP Blower Study - In progress

- Revised report submitted. Presentation to Board in September.

WA #114 – Reuse Letter Report – In progress

- FDEP provided comments. Preparing response.

WA #115 – Lime Plant Demolition – In progress

- Demolition continuing. Underground piping being isolated. Above ground structures demolition to begin next week.

WA #117 – Tamarac Interconnect – In progress

- Submitted preliminary design drawing. Awaiting staff comments.

WA #119 – HSP Concrete Floor Repair – In progress

- To be scheduled once underground piping for lime plant demolition is completed.

PROJECTS PENDING

- WA #118 – Margate interconnect –Awaiting Margate approval.
- WA #___ – Effluent Pump Station Electrical Improvements – Submitted to staff.
- WA#___ - Sodium Hypochlorite Tank Replacement – under development.

14C.

**Coral Springs Improvement District
Utility Billing Work Orders**

2016	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL
<i>Customer Inquiry requiring work order</i>	28	32	25	44	49	22	29	49					278
<i>Mis-Reads</i>	5	3	2	0	2	2	2	2					18
<i>Meter Calibration Tests</i>	0	0	0	0	0	0	0	0					0

2015	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL
<i>Customer Inquiry requiring work order</i>	40	27	33	33	43	43	40	37					296
<i>Mis-Reads</i>	4	2	0	0	0	1	0	3					10
<i>Meter Calibration Tests</i>	1	2	0	0	0	0	0	0					3

2014	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	TOTAL
<i>Customer Inquiry requiring work order</i>	33	43	45	60	50	73	45	52	47	43	51	52	594
<i>Mis-Reads</i>	7	5	8	5	3	9	4	2	0	6	3	3	55
<i>Meter Calibration Tests</i>	0	0	0	0	0	0	1	0	0	0	0	0	1



September Report to the Board of Directors for the Water Plant

Report Includes Updates through 9/9/2016

Degasifier cleaning

The operators successfully cleaned the south degasifier on 8/30 and 8/31. The north degasifier will be cleaned on 9/12 and 9/13. The pump we purchased through Globaltech worked well as expected. Mike M. built a mixing tank out of a used 55 gallon drum to mix up the citric acid for the low pH cleaning solution. By getting together ahead of time and laying all of the ideas and plans out we were able to make this process a success with very few setbacks. (See before and after photos below)



Lime plant demolition

The demolition of the lime plant is in full swing and is progressing smoothly thus far. Globaltech's crews have removed quite a bit of piping that was attached to the softeners and are exposing areas where shut downs will occur for tie ins and capping of underground lines. We have two plant shut downs scheduled and we will not allow any disruptions to service to the District during those times.

Hypochlorite tank replacement

After speaking with a few companies as well as having the original contractor who installed the tanks come in we have come to the realization that the tank cannot be repaired and that it needs to be replaced. In order to ensure that we end up with the best option for tank design and materials of construction we have decided to go with a work authorization with Globaltech to replace this tank. Troy will have a WA ready for approval for the October meeting. Once this tank is replaced we will begin draining the other two tanks and inspecting the interior walls, as we saw some things that were concerning (possibly degradation over time) inside of the damaged tank once we were able to get in it. Once we inspect them we will make a decision on what needs to be done with those two if anything at all.

4-Log virus inactivation

We "practiced" operating as a certified 4-log plant through the month of August. As the month progressed we continued to make improvements to meet the requirements and prevent public notification for once we go on the books as being an official certified 4-log plant. Once all of the adjustments are made we will present the Health Department with an official start date and from that date on we will be a fully approved 4-log virus inactivation facility.

High service pump #5 vibration analysis

After the question was posed by Dr. Shank as to what % benefit we can expect from the repair to the concrete slab around HSP#5 by Globaltech I decided to bring Cornell Balancing in to take some vibration readings before the improvements begin. Once the WA is completed I will have them come back out and with this data I will be able to calculate an actual % improvement from this task. One thing we discovered while he was here was that there were some loose bolts on the pump base. I had Barney's Pumps come out (under warranty) and they agreed the pump and motor needed to be re-aligned and that the coupler was showing signs of wear and needs to be replaced. They will be in the week of 9/12 to do the alignment and replace the coupling.

Coral Springs Improvement District
Wastewater Department Report
September 2016 Board Meeting

Ongoing Projects

Globaltech has notified the District that they are progressing with the following approved work authorizations (WA):

- WA # 109 - Wastewater Treatment Plant Blower Study: Staff received the Final Blower Study report on Wednesday September 7, 2016. Staff is reviewing report.
- WA # 114 – Reuse Feasibility Report: Staff has received Florida Department of Environmental Protection (FDEP) comments on August 26, 2016. Staff is scheduling meeting with GlobalTech to discuss our next step in the process.

Operations

Staff has purchased a new closed-bag debris-control system for our headwork dumpster. The debris from our barscreen will continuously enter the liner bag. Once the liner bag is full, it will be sealed off to eliminate any odor complaint. So far, what we have seen from this is less odor and less handling from staff. Below is a picture of our new closed-bag debris-control system being put online and another picture when the liner bag has been filled and sealed off.







Coral Springs Improvement District

Drainage Report

September 19, 2016 Board Meeting

Work Authorizations

- Site# 9 WA#116 Punch list items were identified and remediated satisfactorily. All release of liens from suppliers have been received and all fence permits are closed out.

Aquatic Weed Control

- We are a little behind on our monthly scheduled herbicide applications mainly due to pumping operations relative to tropical disturbance 99L. Primary weeds present are shoreline grasses; these have minimal effect on movement of water during pumping operations.

Flood Control

- The canal levels had been drawn down near 6.0' NGVD in anticipation and uncertainty of forecast for TD 99L. One half foot below our permit control elevation. The station pumps operated as expected with no abnormalities. We were prepared, as expected, for significant weather impacts.

Canal Bank Inspections

- The inspection of the District canal banks is completed. Final report and presentation is being prepared for the Board of Supervisors.



Coral Springs Improvement District
10800 N.W. 11TH MANOR Coral Springs, FL 33071

Water Distribution and Wastewater Collection

Department Report

9-19-16 board Meeting

- * There were 58 water breaks in the month of August, up 5 from the month prior. This is the greatest amount of breaks in at least a 13 month span.

- * The department has concluded that two areas, Half of Cypress Run and the Subdivision of Ramble wood, are responsible for more than 47% of ALL water service repairs. There are 1024 water services in these two areas. That is only 18.4% of the total number of services in our District. I should have a well-defined report two weeks from now that includes a "total cost" and "savings on investment" figure to replace these services.

- * We are going to meet with some experienced companies in Water service line replacement and go over different line replacement techniques for our type of soil/site conditions. There are at least two companies that have current contracts with local municipalities doing the same work.

- * Our Annual Cross Connection Control Survey is on hold to allow for the city to coordinate their program and to educate the public regarding compliance issues

- * The department has received a quote for pressure sensors to be used in our Force main system to monitor system pressures for the purpose of determining pump efficiencies. These sensors would be utilized in our SCATA system as a "plug and play device"

FINANCIALS

Coral Springs Improvement District

Financial Reporting
for
AUGUST 2016

September 19, 2016
Board of Supervisors Meeting

Coral Springs Improvement District
Balance Sheet
All Fund Types and Account Groups

August 31, 2016

Description	General Fund	Water & Sewer Fund	General Fixed Assets	Totals
ASSETS				
Cash & Cash Equivalents:				
Checking Accounts	\$ 662,978	\$ 11,649,813	\$ -	\$ 12,312,791
Cash on Hand	-	10,500	-	10,500
Money Market Accounts	4,093,510	7,150,992	-	11,244,502
State Board of Admin. (Net)	-	-	-	-
Certificates of Deposit	260,928	257,486	-	518,414
Restricted Cash	-	-	-	-
Restricted Investments	-	5,156,721	-	5,156,721
Accounts Receivable	-	476,860	-	476,860
Unbilled Utility Revenues Receivable	-	767,700	-	767,700
Accrued Interest Receivable	3,621	4,675	-	8,296
Due from Other Funds	-	1,400	-	1,400
Due from Other District-Trash Bond	-	2,500	-	2,500
Prepaid Expenses	2,172	83,663	-	85,835
Land	-	361,739	553,200	914,939
Easements	-	394,998	-	394,998
Meters in Field (Net)	-	1,615,218	-	1,615,218
Machinery & Equipment (Net)	-	427,260	671,792	1,099,052
Imp. Other than Bldgs (Net)	-	56,977,721	6,766,470	63,744,191
Buildings (Net)	-	206,663	-	206,663
Construction in Progress	-	1,229,251	4,353,577	5,582,828
Total Assets	\$ 5,023,209	\$ 86,775,160	\$ 12,345,039	\$ 104,143,408

Coral Springs Improvement District
Balance Sheet
All Fund Types and Account Groups

August 31, 2016

Description	General Fund	Water & Sewer Fund	General Fixed Assets	Totals
<u>LIABILITIES</u>				
Accounts Payable	\$ 49,943	\$ 101,649	\$ -	\$ 151,592
Contracts Payable	-	-	-	-
Retainage Payable	105,219	-	-	105,219
Accrued Int Payable-2007 Series	-	483,993	-	483,993
Accrued R & R Reserve	-	-	-	-
Accrued Wages Payable	11,762	77,654	-	89,416
Accrued Vac/Sick Time Payable	-	210,029	-	210,029
Pension Payable	-	-	-	-
Utility Tax Payable	-	53,998	-	53,998
Payroll Taxes Payable	-	-	-	-
Deposits	20,000	573,230	-	593,230
Due to Other Funds	1,400	-	-	1,400
Net OPEB Obligation	-	211,948	-	211,948
Bonds Payable	-	40,960,000	-	40,960,000
Bond Discount-2007 Series	-	(660,247)	-	(660,247)
Total Liabilities	188,324	42,012,254	-	42,200,578
<u>FUND BALANCE / NET POSITION</u>				
Fund Balance:				
Unspendable	2,172	-	-	2,172
Assigned	4,832,713	-	-	4,832,713
Unassigned	-	-	-	-
Net Position	-	44,762,906	-	44,762,906
Investment in GFA	-	-	12,345,039	12,345,039
Total Fund Balance / Net Assets	4,834,885	44,762,906	12,345,039	61,942,830
Total Liabilities & Fund Balance / Net Assets	\$ 5,023,209	\$ 86,775,160	\$ 12,345,039	\$ 104,143,408

**Coral Springs Improvement District
General Fund**

Statement of Revenues, Expenditures and Change in Fund Balance

For the Period Ending August 31, 2016

	Adopted Budget FYE 2016	Prorated Budget Thru 08-31-16	Actual 11 Months Ending 08-31-16	Variance Favorable (Unfavorable)
--	-------------------------------	--	---	--

REVENUES:

Assessments (Net)	\$ 1,781,758	\$ 1,781,758	\$ 1,813,502	\$ 31,744
Permit Review Fees	1,000	1,000	5,450	4,450
Interest Income	2,400	2,400	17,106	14,706
Shared Personnel Rev.	31,019	28,434	28,434	-
Miscellaneous Revenue	-	-	49,014	49,014
Carry Forward Assigned Funds	1,900,000	-	-	-

Total Revenues	3,716,177	1,813,592	1,913,506	99,914
-----------------------	------------------	------------------	------------------	---------------

EXPENDITURES:

Administrative

Supervisor Fees	7,200	6,600	6,600	-
Salaries/Wages	124,846	115,242	125,935	(10,693)
Special Pay	227	227	209	18
FICA Taxes	10,103	9,326	10,153	(827)
Pension Expense	12,484	11,524	13,872	(2,348)
Health Insurance	30,276	27,753	15,224	12,529
Workers Comp. Ins.	355	325	184	141
Engineering Fees	30,000	27,500	34,531	(7,031)
Attorney Fees	24,000	22,000	64,305	(42,305)
Special Consulting Services	20,000	18,333	18,101	232
Annual Audit	7,622	7,622	7,600	22
Actuarial Computation-OPEB	435	435	435	-
Management Fees	52,450	48,079	48,079	-
Communications-Telephone	2,961	2,714	3,092	(378)
Postage	636	583	607	(24)
Printing & Binding	2,520	2,310	2,310	-
Building Rent	12,000	11,000	11,000	-
Insurance	1,000	917	954	(37)
Legal Advertising	2,000	404	404	-
Contingencies/Other Current Charges	-	-	-	-
Fire & EMS Assessments	10,880	-	-	-
Technology Expense	15,000	13,750	13,781	(31)
Digital Record Management	5,000	5,000	7,337	(2,337)
Office Supplies	6,000	5,500	6,726	(1,226)
Dues, Subscriptions	7,500	1,305	1,305	-
Promotional Expenses	3,600	3,465	3,465	-
Capital Outlay	-	-	-	-

Total Administrative	389,095	341,914	396,209	(54,295)
-----------------------------	----------------	----------------	----------------	-----------------

**Coral Springs Improvement District
General Fund**

Statement of Revenues, Expenditures and Change in Fund Balance

For the Period Ending August 31, 2016

	Adopted Budget FYE 2016	Prorated Budget Thru 08-31-16	Actual 11 Months Ending 08-31-16	Variance Favorable (Unfavorable)
Field Operations				
Salaries and Wages	320,927	296,240	290,084	6,156
Special Pay	1,246	1,246	1,245	1
FICA Taxes	24,551	22,662	21,881	781
Pension Expense	32,093	29,624	31,915	(2,291)
Health Insurance	78,486	71,946	92,873	(20,927)
Worker's Comp. Insurance	17,778	16,297	9,305	6,992
Water Quality Testing	4,700	4,308	1,861	2,447
Communications-Radios/Cellphones	1,380	1,265	1,031	234
Electric Expense	1,224	1,122	1,198	(76)
Rentals & Leases	-	-	-	-
Insurance	28,446	26,076	13,448	12,628
R & M - General	63,953	58,624	20,407	38,217
R & M - Culvert Inspection & Cleaning	50,000	35,000	35,000	-
R & M - Canal Dredging & Maintenance	25,000	-	-	-
R & M - Vegetation Management	20,000	18,333	4,875	13,458
Operating Supplies - General	25,525	23,398	14,939	8,459
Operating Supplies - Chemicals	89,396	81,946	84,819	(2,873)
Operating Supplies - Uniforms	1,697	1,556	1,470	86
Operating Supplies - Motor Fuels	34,210	31,359	10,879	20,480
Dues, Licenses	5,170	1,688	1,688	-
Capital Outlay-Equipment	1,300	-	-	-
Capital Improvements	1,900,000	1,771,136	1,771,136	-
Total Field	2,727,082	2,493,826	2,410,054	83,772
Total Expenditures	3,116,177	2,835,740	2,806,263	29,477
Reserves:				
Reserved for 1st Qtr Operating	350,000	320,833	-	320,833
Reserved for Projects & Emergencies	250,000	229,167	-	229,167
Total Reserves	600,000	550,000	-	550,000
Total Expenditures & Reserves	3,716,177	3,385,740	2,806,263	579,477
Excess Revenues Over (Under) Expenditures & Reserves	\$ -	\$ (1,572,148)	(892,757)	\$ 679,391
Fund Balance Beginning			5,727,642	
Fund Balance Ending			\$ 4,834,885	

Coral Springs Improvement District
Water and Sewer Fund
Statement of Revenues, Expenses and Change in Net Assets

For the Period Ending August 31, 2016

	Adopted Budget FYE 2016	Prorated Budget Thru 08-31-16	Actual 11 Months Ending 08-31-16	Variance Favorable (Unfavorable)
<u>REVENUES:</u>				
Water Revenue	\$ 6,467,008	\$ 5,928,091	\$ 5,977,821	\$ 49,730
Sewer Revenue	5,852,977	5,365,229	5,389,813	24,584
Standby Revenue	1,872	1,716	2,302	586
Processing Fees	12,000	11,000	20,920	9,920
Lien Information Fees	9,000	8,250	21,145	12,895
Delinquent Fees	45,000	41,250	46,400	5,150
Contract Utility Billing Services	55,979	51,314	51,314	-
Contract HR & Payroll Services	11,807	10,823	10,823	-
Facility Connection Fees	-	-	2,400	2,400
Meter Fees	1,000	917	1,415	498
Line Connection Fees	-	-	10,100	10,100
Interest Income-2007 Bonds	-	-	10,932	10,932
Interest Income-Other	-	-	40,100	40,100
Rental Income	58,951	54,038	54,038	-
Technology Sharing Revenue	15,000	13,750	13,750	-
Misc. Revenues	12,000	11,000	98,131	87,131
Unrealized Gain (Loss)-SBA	-	-	-	-
Transfer from R & R Fund	313,800	81,146	81,146	-
Carryforward Prior Yr Fund Balance	-	-	-	-
Total Revenues	12,856,394	11,578,524	11,832,550	254,026

Coral Springs Improvement District
Water and Sewer Fund
Statement of Revenues, Expenses and Change in Net Assets

For the Period Ending August 31, 2016

	Adopted Budget FYE 2016	Prorated Budget Thru 08-31-16	Actual 11 Months Ending 08-31-16	Variance Favorable (Unfavorable)
--	-------------------------------	--	---	--

EXPENSES:

Administrative

Salaries/Wages/Overtime	836,228	771,903	759,868	12,035
Special Pay	1,992	1,992	2,028	(36)
FICA Taxes	63,972	59,051	56,485	2,566
Pension Expense	91,985	84,909	83,395	1,514
Health Insurance	150,132	137,621	127,329	10,292
Workers Comp. Insurance	5,478	5,022	1,131	3,891
Unemployment Comp	1,000	1,000	3,850	(2,850)
Engineering Fees	24,000	22,000	18,508	3,492
Trustee Fees and Other Exp.	14,911	13,611	13,611	-
Attorney Fees	12,000	11,000	14,448	(3,448)
Special Council Services	25,000	22,917	22,241	676
Travel & Per Diem	4,500	4,125	2,168	1,957
Annual Audit	11,400	11,400	11,400	-
Actuarial Computation-OPEB	3,315	3,315	3,315	-
Management Fees	78,676	72,120	72,120	-
Telephone	8,400	7,700	8,179	(479)
Postage	42,000	38,500	33,739	4,761
Printing & Binding	17,575	16,110	17,436	(1,326)
Electric	12,320	11,293	10,129	1,164
Rentals and Leases	6,000	5,500	5,388	112
Insurance	13,654	12,516	12,516	-
Repair and Maintenance	14,850	13,613	6,237	7,376
Legal Advertising	3,000	2,750	2,034	716
Other Current Charges	19,500	17,875	18,081	(206)
Credit Card Merchant Fees	53,400	48,950	52,744	(3,794)
Technology Expense	30,000	27,500	42,034	(14,534)
Digital Record Management	5,000	-	-	-
Toilet Rebate	14,850	13,613	11,385	2,228
Office Supplies	9,900	9,075	4,399	4,676
Dues, Memberships, Etc	10,000	2,563	2,563	-
Promotional Expenses	14,000	14,000	20,173	(6,173)
Capital Outlay	-	-	-	-
Total Administrative	1,599,038	1,463,544	1,438,934	24,610

Coral Springs Improvement District
Water and Sewer Fund
Statement of Revenues, Expenses and Change in Net Assets

For the Period Ending August 31, 2016

	Adopted Budget FYE 2016	Prorated Budget Thru 08-31-16	Actual 11 Months Ending 08-31-16	Variance Favorable (Unfavorable)
<u>Plant Operations</u>				
Salaries and Wages	1,610,893	1,486,978	1,328,418	158,560
Special Pay	3,082	3,082	2,924	158
FICA Taxes	123,236	113,756	100,953	12,803
Pension Expense	177,197	163,566	139,711	23,855
Health Insurance	296,973	272,225	233,318	38,907
Worker's Comp. Insurance	56,220	51,535	37,709	13,826
Water Quality Testing	113,229	103,793	67,400	36,393
Telephone	7,572	6,941	6,781	160
Electric Expense	656,379	601,681	561,408	40,273
Rentals & Leases	11,700	10,725	4,389	6,336
Insurance	151,774	139,126	141,101	(1,975)
Repair & Maint-General	377,261	345,823	377,660	(31,837)
Repair & Maint-Filters for Nano Plant	36,630	33,578	22,822	10,756
Sludge Management-Sewer	188,520	172,810	128,064	44,746
Advertisement for Employment	6,000	1,500	1,500	-
Office Supplies	4,500	4,125	1,388	2,737
Operating Supplies-General	43,200	39,600	45,960	(6,360)
Operating Supplies-Chemicals	452,373	414,675	291,732	122,943
Operating Supplies-Uniforms	8,290	7,599	6,656	943
Operating Supplies-Motor Fuels	179,505	164,546	19,744	144,802
Dues, Licenses, Etc.-Other	32,987	19,556	19,556	-
Capital Outlay	422,876	54,291	54,291	-
Renewal & Replacement Expense	313,800	81,146	81,146	-
Total Plant Operations	5,274,197	4,292,657	3,674,631	618,026

Coral Springs Improvement District
Water and Sewer Fund
Statement of Revenues, Expenses and Change in Net Assets

For the Period Ending August 31, 2016

	Adopted Budget FYE 2016	Prorated Budget Thru 08-31-16	Actual 11 Months Ending 08-31-16	Variance Favorable (Unfavorable)
--	-------------------------------	--	---	--

Field Operations

Salaries/ Wages/Overtime	751,892	694,054	637,796	56,258
Special Pay	1,893	1,893	1,787	106
FICA Taxes	57,522	53,097	48,513	4,584
Pension Expense	82,710	76,348	69,842	6,506
Health Insurance	217,652	199,514	155,394	44,120
Worker's Comp. Insurance	35,039	32,119	14,007	18,112
Water Quality Testing	-	-	240	(240)
Naturescape Irrigation Serv	4,542	4,542	4,410	132
Telephone	9,900	9,075	9,732	(657)
Electric	110,337	101,142	105,659	(4,517)
Rent Expense	13,500	12,375	10,912	1,463
Rent Expense-SCADA	56,040	51,370	51,370	-
Insurance	18,920	17,343	17,470	(127)
Repair and Maintenance	144,262	132,240	193,084	(60,844)
Meters-Replacement Program	8,031	1,186	1,186	-
Meters-New Connections	-	-	-	-
Meters-Supplies	3,632	3,632	3,913	(281)
Advertising-Employment	-	-	940	(940)
Office Supplies	2,100	1,925	1,016	909
Operating Supplies-General	30,500	27,958	31,396	(3,438)
Operating Supplies-Uniforms	5,810	5,326	4,108	1,218
Operating Supplies-Motor Fuels	25,975	23,810	9,255	14,555
Dues, Licenses, Etc	1,336	1,336	5,351	(4,015)
Capital Outlay	985,000	770,876	770,876	-
Renewal & Replacement	-	-	-	-

Total Field Operations	2,566,593	2,221,161	2,148,257	72,904
-------------------------------	-----------	-----------	-----------	--------

Total Operating Expenses	9,439,828	7,977,362	7,261,822	715,540
---------------------------------	-----------	-----------	-----------	---------

Reserves:

Required Reserve for R & R	-	-	-	-
Total Operating Exp & Reserve	9,439,828	7,977,362	7,261,822	715,540

Available for Debt Service	3,416,566	3,601,162	4,570,728	969,566
-----------------------------------	-----------	-----------	-----------	---------

Debt Service

Principal

2007 Series	1,170,000	1,072,500	1,072,500	-
-------------	-----------	-----------	-----------	---

Interest

2007 Series	1,935,969	1,774,638	1,774,638	-
-------------	-----------	-----------	-----------	---

Total Debt Service	3,105,969	2,847,138	2,847,138	-
---------------------------	-----------	-----------	-----------	---

Excess Revenues (Expenses)	\$ 310,597	\$ 754,024	\$ 1,723,590	\$ 969,566
----------------------------	------------	------------	--------------	------------

Net Assets Beginning				43,039,316
-----------------------------	--	--	--	------------

Net Assets Ending				\$ 44,762,906
--------------------------	--	--	--	---------------

Coral Springs Improvement District
Water and Sewer Fund
Statement of Revenues, Expenses and Change in Net Assets

For the Period Ending August 31, 2016

	Adopted Budget FYE 2016	Prorated Budget Thru 08-31-16	Actual 11 Months Ending 08-31-16	Variance Favorable (Unfavorable)
--	-------------------------------	--	---	--

Summary of Operations and Debt Service Coverage				
Revenues			11,832,550	
Operating Expenditures:				
Operating Expenditures-Admin			1,438,934	
Operating Expenditures-Plant			3,674,631	
Operating Expenditures-Field			2,148,257	
Total Operating Expenditures			<u>7,261,822</u>	
Required Reserve for R&R			-	
Total Operating Exp & Reserves			<u>7,261,822</u>	
Available for Debt Service			4,570,728	Debt Service Coverage 1.61
Less: Debt Service			<u>2,847,138</u>	
Excess Revenues (Exp)			<u>1,723,590</u>	

CORAL SPRINGS IMPROVEMENT DISTRICT ASSESSMENT COLLECTIONS FOR FYE 2016

August 31, 2016

Date	Assessments Collected (net of all Commissions & Fees)		
10-31-2015	\$ -		
11-09-2015	175		
11-20-2015	165,965		
12-08-2015	1,186,641		
12-11-2015	107,747		
12-30-2015	85,247		
01-15-2016	48,739		
02-12-2016	50,698		
03-15-2016	38,061		
04-15-2016	72,544		
05-13-2016	16,816		
06-15-2016	12,017		
07-15-2016	28,832		
08-15-2016	20		
<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Totals</td> <td style="width: 40%; text-align: right;">\$ 1,813,502</td> </tr> </table>		Totals	\$ 1,813,502
Totals	\$ 1,813,502		

Coral Springs Improvement District

Check Registers

August 2016

<u>Fund</u>	<u>Check Date</u>	<u>Check No.</u>	<u>Amount</u>
General Fund	08-01-2016 thru 08-31-2016	4154 - 4172	\$ 535,940.45
Total			\$ 535,940.45
Water and Sewer	08-01-2016 thru 08-31-2016	21403 - 21577	\$ 993,928.35
Total			\$ 993,928.35

CHECK DATE	VEND#	INVOICE DATE	NUMBER	EXPENSED YRMO	TO FND DPT ACCT# SUB	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/04/16	00267					WA 112-SITE 9 CANAL BANK WA 116 CANAL BK CONSTR WA 113-SITE 1A CANAL BANK			454,274.33	004154
8/04/16	00284					SUNSHINE 50% PINETREE 25% CSID-GF 25%	WASTE PRO-PEMBROKE PINES		1,832.55	004155
8/05/16	00023					12000 SW 1ST ST PS 2 121 NW 93RD TER PS 1	FLORIDA POWER & LIGHT CO.		94.34	004156
8/05/16	00267					GEN'L ENGINEERING 06/16	GLOBALTECH, INC.		7,791.00	004157
8/17/16	00280					UNITED STATES FLAG FLORIDA STATE FLAG	AMERICAN MADE FLAGS, INC.		111.00	004158
8/17/16	00219					CUTRINE	CROP PRODUCTION SERVICES		2,996.00	004159
8/17/16	99999					VOID CHECK	*****INVALID VENDOR NUMBER*****		.00	004160
8/17/16	00051					UNIFORM RENTAL 07/16 GASOLINE 07/16 SAM'S CLUB-FIELD SUP07/16 OFFICE SUPPLIES 07/16 FASD-CONF-1 BOARD MEMBER AMEX-F. PRYOR COURSES 2EE ANALITICA CONSULTING TELEPHONE 08/16 POSTAGE 08/16 PRINTING & BINDING 08/16 RENT 08/16 TECHNOLOGY SHARING 08/16 OFFICE SHARING 08/16 HEALTH INSURANCE-FLD 8/16	CORAL SPRINGS IMPROVEMENT DIST WS	15,939.26	004161	
8/17/16	00233					UNIT=003 REPAIRS UNIT=014 4 TIRES	CYPRESS MOBIL		1,045.33	004162
8/17/16	00006					GASKET KIT TIRES FOR MOWER LABOR	GREEN THUMB LAWN & GARDEN LLC		100.80	004163
8/17/16	00033					BOAT PATCH/SUPPLIES	HOME DEPOT		67.59	004164
8/17/16	00346					HOSE REPAIR	INDUSTRIAL HOSE & HYDRAULICS, INC.		25.46	004165
8/17/16	00248					LEGAL SERVICES 07/16	LEWIS, LONGMAN & WALKER, P.A.		10,534.99	004166
8/17/16	00158					BOAT MOTOR REPAIRS BOAT=003 OUTBOARD REPAIRS	POMPANO BEACH MARINE CENTER, INC		519.15	004167
8/17/16	00148					SAFETY SUPPLIES CHAINSAW CHAPS	RITZ SAFETY EQUIPMENT, LLC		313.63	004168

CSID -----CSID---- KWOOD

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO NUMBER YRMO FND DPT ACCT# SUB	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/17/16	00159			SPRAY RIG PARTS SHIPPING				
				SPRAYER DEPOT		153.67	004169	
8/29/16	00058			SEMINAR LUNCH/SHAWN F				
				PETTY CASH		12.76	004170	
8/29/16	00080			AMT DUE WS 08/29/16				
				CORAL SPRINGS IMPROVEMENT DIST WS		37,908.59	004171	
8/29/16	01139			PARK PROPERTY				
				GRAY ROBINSON		2,220.00	004172	
				TOTAL FOR BANK G		535,940.45		
				TOTAL FOR REGISTER		535,940.45		

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO YRMO FND DPT ACCT# SUB	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/04/16	01227			SERVICE CALL/MONITORS	AMC SURVEILLANCE CAMERAS		350.00	021403
8/04/16	99999			VOID CHECK	*****INVALID VENDOR NUMBER*****		.00	021404
8/04/16	99999			VOID CHECK	*****INVALID VENDOR NUMBER*****		.00	021405
8/04/16	01130			FASD-ST CAVISH-REBILLING JUNO ON-LINE/IN DISPUTE FRED PRYOR/RENEWAL/ 2 EE LUNCH-2 EE QUIET WTRS-PICNIC 4/22/16 QUALITY LOGO-VISORS-75 QUALITY LOGO-TOTE BAGS100 FEDEX PRINT-MISC ITEMS QUIET WTRS-PICNIC 4/22/16 AMAZON-MKTPL-3NTWK SWITCH FLEETIO-MONTHLY FEE FRANCO TYP-POSTAGE REFILL LUNCH-INSURANCE -3 EE MIAMI PUMPS-PUMP HANDLES SUPERMEDIA-TONER CREDIT CHAPPY'S POOL-TOOL FOR LS PENTAIR/VESSEL SADDLES EBAY/LG G3 CASES EBAY/LF G4 CASES AMER BKFLOW/REPAIR KIT SEDA WORKSHOP/5 EE AMAZON/XEROX-IMAGING UNIT FRED PRYOR/RENEWAL/2 EE FRED PRYOR/RENEWAL/2 EE FRED PRYOR/RENEWAL/DAVID SEDA MEMBERSHIP/ARKIE C. AWWA-RENEW MEMBERSHIP/JOE FRED PRYOR/RENEWAL/3 EE	AMERICAN EXPRESS		6,947.49	021406
8/04/16	00694			TECH SUPP 06/26-07/25/16	ASSOCIATED SYSTEMS, INC.		1,185.00	021407
8/04/16	00789			REPLACED IMAGINGING UNIT	BROWARD BUSINESS EQUIPMENT		95.00	021408
8/04/16	01330			CHLORINE TABLETS/FLOAT	CHAPPY'S POOL STORE		100.00	021409
8/04/16	00352			UTILITY TAXES 07/16	CITY OF CORAL SPRINGS		52,545.21	021410
8/04/16	01553			PARTS FOR HYPO TANK SHIPPING	COASTAL RELIABILITY SOLUTIONS		2,037.11	021411
8/04/16	00122			ADDL DENTAL ADMIN 08/16	COMPBENEFITS COMPANY		30.04	021412
8/04/16	01256			SOD SOD	CORAL SPRINGS NURSERY, INC.		300.10	021413
8/04/16	00174			REPLACED BATTERY-ADM BLDG	CYPRESS TRACE SECURITY INC.		61.00	021414
8/04/16	00999			BKGROUND CKS-FIELD (2)	FEDERAL BACKGROUND SERVICES, INC		120.00	021415

CSID -----CSID----- KWOOD

CHECK DATE	VEND#	INVOICE DATE	NUMBER	EXPENSED YRMO	TO... FND DPT ACCT#	SUB	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/04/16	00017						O/N SERV-CELL TOWER-S.T. OVERNIGHT SERVICE			64.87	021416
8/04/16	99999						VOID CHECK	*****INVALID VENDOR NUMBER*****		.00	021417
8/04/16	00056						CBOD & TSS 6070041 CBOD & TSS 6070071 CBOD & TSS 6070073 CBOD & TSS 6070102 RO CONCEN 6070103 CBOD & TSS 6070104 CBOD & TSS 6070257 CBOD & TSS 6070258 TOTAL P & N 6070259 CBOD & TSS 6070260 CBOD & TSS 6070261 RO CONCEN 6070262 PLATE COUNT 6070278 BACTI WELLS 1-11 6070279 1 MIL TANK 6070280 CBOD & TSS 6070281 FLUORIDE 6070302 1 MIL TANK 6070320 MONITORING WELLS 6070379 CBOD & TSS 6070380 CBOD & TSS 6070398 MONTHLY BACTI 6070444				
8/04/16	01552						FLORIDA SPECTRUM ENV. SERVICES, INC			2,459.00	021418
8/04/16	01360						GENERAL SUPPLIES 3695739 FORTILINE, INC.			5,486.14	021419
8/04/16	00996						WA 115 LIME FACILITIES WA 114 WWTP REUSE REPORT WA 110-DEGASIFIER CLEAN	GLOBALTECH, INC.		12,486.12	021420
8/04/16	01535						SODA ASH	HARCROS CHEMICALS		833.00	021421
8/04/16	00033						SULFURIC ACID 2,191.835 CORROSION INHIBITOR	HAWKINS, INC.		5,898.21	021422
8/04/16	00346						PAINT/SUPPLIES AC=001/INSTALLED FUSE PAINT THINNER/GARAGE PLANT SUPPLIES GARAGE PAINT	HOME DEPOT		447.16	021423
8/04/16	01033						PLANT E/HOSE GENERAL SUPPLIES GENERAL SUPPLIES	INDUSTRIAL HOSE & HYDRAULICS, INC.		189.12	021424
8/04/16	00683						2 TIRES/310 G FORKLIFT	MARTINO TIRE		480.00	021425
							SVC AGRMT/GEN #4 AFK00395 SVC AGRMT/GEN.#5 G5S00097				

CSID -----CSID----- KWOOD

CHECK DATE	VEND#	INVOICE DATE	NUMBER	EXPENSED TO YRMO FND DPT ACCT# SUB	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/04/16	01150			SVC AGRMT/GEN.#6 SN271863	O-K GENERATORS		1,990.00	021426	
				OFFICE SUPP-USB DRIVE-ADM FILE CABINET-DAVID M. OFFICE SUPPLIES-ADMIN OFFICE SUPPLIES-JOE OFFICE SUPPLIES-JOE FILE FOLDERS-SHAWN	OFFICE DEPOT		589.18	021427	
8/04/16	01355			SERVICES 06/26-07/25/2016 DISASTER RECOVERY 7/2016	OFFICESTREAM, INC.		1,380.00	021428	
8/04/16	01406			DFS SHIPPING	PAKMAIL		44.62	021429	
8/04/16	01419			REIMB TO \$7,000 07/31/16	POSTMASTER		2,587.68	021430	
8/04/16	01416			UTIL STMTS 07/2016 ADD'L METERED POSTAGE	PRIDE ENTERPRISES		1,216.39	021431	
8/04/16	99999			METER/REPLACEMENT	RG3 METER COMPANY		2,661.93	021432	
8/04/16	00425			VOID CHECK	*****INVALID VENDOR NUMBER*****		.00	021433	
				ADMIN-COFFEE SUP ADMIN-BOARD MTG 06/16 WATER-CLEANING SUPP WATER-COFFEE SUPP WW-COFFEE SUPP WW-CLEANING SUPP MAINT-COFFEE SUPP MAINT-CLEANING SUPP FIELD-COFFEE SUPP FIELD-CLEANING SUPP FIELD-GF-COFFEE SUPP FIELD-GF CLEANING SUPP FIELD-PT COFFEE SUPP FIELD-PT CLEANING SUPP FIELD-SS COFFEE SUPP FIELD-SS CLEANING SUPP	SAM'S CLUB/SYNCHRONY BANK		533.43	021434	
8/04/16	00072			MANAGEMENT FEE 07/16	SEVERN TRENT ENVIRONMENTAL SERVICES		6,556.33	021435	
8/04/16	01539			BLOWER #2/CULTER HAMMER FREIGHT	SOUTHLAND ELECTRICAL SUPPLY CO. INC		1,000.21	021436	
8/04/16	01175			UNIFORMS-WATER UNIFORMS-WW UNIFORMS-MAINT UNIFORMS-FIELD 7-27-16 UNIFORMS-GF 7/27/16	UNIFIRST CORPORATION		197.03	021437	
8/04/16	01246			FLUORIDE FEED PARTS SHIPPING	UNITED STATES PLASTIC CORP.		93.19	021438	
8/04/16	01065			FEE 2007 BONDS 6/16-5/17	US BANK		13,010.81	021439	

CSID -----CSID---- KWOOD

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO NUMBER YRMO FND DPT ACCT# SUB	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/04/16	01183		INTEREST 2007 SER 08/16	US BANK		161,331.00	021440	
8/04/16	01467		PRINCIPAL 2007 SER 08/16	US BANK		97,500.00	021441	
8/04/16	01529		TRASH SERVICES-07/16	WASTE PRO-PEMBROKE PINES		458.33	021442	
8/04/16	01011		COPIER LEASE #7835 07/16 COPIER READS #7835 07/16 COPIER LEASE #7535 07/16 COPIER READS #7535 07/16	XEROX CORPORATION		446.24	021443	
8/05/16	01543		WATER-CONSULT/TRAIN WW-CONSULT/TRAIN FIELD-CONSULT/TRAIN DRAINAGE-CONSULT/TRAIN	ANALITICA CONSULTING GROUP LLC		3,900.00	021444	
8/05/16	00023		ADMIN ELECTRIC 07/16 PLT-WATER ELECTRIC 07/16 PLT-WASTE ELECTRIC 07/16 FIELD ELECTRIC 07/16	FLORIDA POWER & LIGHT CO.		57,782.09	021445	
8/05/16	00528		PEST CONTROL-ADMIN 07/16 PEST CONTROL-MAINT 07/16	HOFFERS PEST SOLUTIONS, INC.		250.00	021446	
8/05/16	01124		REIMB BOOT ALLOW FY2016	HOSEIN, FAZAL		25.21	021447	
8/05/16	00200		NOTICE BOARD MTG-BUDGETS	SUN-SENTINEL (SOUTH FLORIDA)		387.40	021448	
8/08/16	88888		700019606 WOLF ERIC	ERIC WOLF		43.26	021449	
8/08/16	88888		400027212 *MENDIZABAL DES	*DESIREE MENDIZABAL		128.36	021450	
8/08/16	88888		800150906 KRANTZ CHARLES	CHARLES KRANTZ		38.07	021451	
8/08/16	88888		600186005 *CUFFY LILIA	*LILIA CUFFY		35.07	021452	
8/08/16	88888		500227906 GARNICA MARIA &	MARIA GARNICA & CO		61.93	021453	
8/08/16	88888		500243105 REED JACK	JACK REED		150.00	021454	
8/08/16	88888		900501906 O'CONNER INGRID	INGRID O'CONNER		115.79	021455	
8/08/16	88888		200531806 HARRIS WILLIAM/	WILLIAM B/PAULA L HARRIS		36.93	021456	
8/08/16	88888		100740105 REALTYFIRE INV	REALTYFIRE INVS LW 4730 LLC		61.93	021457	
8/08/16	88888		300835603 NASON MICHELLE	MICHELLE NASON		152.97	021458	
8/08/16	88888		410102705 HI-LAND PROPERT	HI-LAND PROPERTIES		138.07	021459	
8/08/16	88888		010420707 BROWN ELYSE	ELYSE BROWN		61.93	021460	
8/08/16	88888		420110107 GENESIS RE HOLD	GENESIS RE HOLDINGS 10 LLC		138.07	021461	

CSID -----CSID----- KWOOD

CHECK DATE	VEND#	INVOICE DATE	NUMBER	EXPENSED TO YRMO FND DPT ACCT# SUB	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/08/16	88888		620192317	*FRYE LA'KESHA	*LA'KESHA FRYE		26.66	021462	
8/08/16	88888		220445406	FAGEN FARAN/KAR	FARAN/KARA FAGEN		3.19	021463	
8/08/16	88888		220447302	SATZ STANLEY	STANLEY SATZ		65.00	021464	
8/08/16	88888		520938508	*WARNER MATTHEW	*MATTHEW WARNER		100.00	021465	
8/08/16	88888		230362106	SCOTT CHRISTOPH	CHRISTOPER SCOTT		100.00	021466	
8/08/16	88888		930596604	LASKER DREW	DREW LASKER		78.28	021467	
8/08/16	88888		040564314	*MORRIS KEVIN	*KEVIN MORRIS		46.85	021468	
8/08/16	88888		140707303	FEIG MITCHELL/L	MITCHELL/LYNN FEIG		11.34	021469	
8/08/16	88888		140709707	WEXLER RYAN	RYAN WEXLER		137.05	021470	
8/08/16	88888		140709802	SHOOSTER DOROTH	DOROTHY SHOOSTER		13.44	021471	
8/08/16	88888		850099107	LUNA HORACIO AM	HORACIO AMADOR/MERCEDES LUNA		60.18	021472	
8/08/16	88888		850126603	ROSSELLI LINDA	LINDA ROSSELLI		67.20	021473	
8/08/16	88888		650215116	HECK VIRGINIA	VIRGINIA HECK		95.88	021474	
8/08/16	88888		960570205	AMANDA COWEN	AMANDA COWEN		100.00	021475	
8/08/16	88888		160758207	ARRELANO VICENT	VICENTE ARRELLANO		51.87	021476	
8/08/16	88888		460821008	*ROC RESTO LOUN	*FEISTY BULL/ROC RESTO ENT		583.76	021477	
8/08/16	88888		770042003	SELAH FREDERICK	FREDERICK J SELAH		24.34	021478	
8/08/16	88888		170733009	HAZLE HOWARD	HOWARD HAZLE		23.86	021479	
8/08/16	88888		280330014	LARRY HAHN PA	LAWRENCE HAHN PA		100.00	021480	
8/08/16	88888		280334706	DIZ MARIA	MARIA DIZ/JAVIER TORRENS		61.93	021481	
8/08/16	88888		980667202	KRAUSS MARK	MARK KRAUSS		145.76	021482	
8/08/16	88888		080775507	*MARCADO AARON	*AARON MARCADO		61.93	021483	
8/08/16	88888		790080307	SABLAN ROBERT	ROBERT SABLAN		58.60	021484	
8/08/16	88888		890905310	*ROSINA SHARYN	*SHARYN ROSINA		61.93	021485	
8/08/16	88888		890906604	PROPPER MELISSA	MELISSA PROPPER		111.93	021486	
8/08/16	88888		890911305	KINGSTON PROPER	KINGSTON PROPERTIES		19.94	021487	
8/08/16	01374			ADMIN VISION 09/16					

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO NUMBER YRMO FND DPT ACCT# SUB	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/08/16	01423		WATER VISION 09/16 WW VISION 09/16 MAINT VISION 09/16 FIELD VISION 09/16 VISION..CSID-GF 09/16 VISION..PINETREE 09/16	AMERITAS LIFE INSURANCE CORP-VISION		977.20	021488	
8/08/16	01150		ADMIN HLTH INS 08/16 WATER HLTH INS 08/16 WW HLTH INS 08/16 MAINT HLTH INS 08/16 FIELD HLTH INS 08/16 ADMIN HLTH INS-GF 08/16 FIELD HTH INS-GF 08/16 DUE FRM SHANK 08/16 DUE FROM PTREE 08/16	FLORIDA BLUE		56,530.08	021489	
8/17/16	01135		MISC OFFICE SUPP-SHAWN F.	OFFICE DEPOT		91.65	021490	
8/17/16	00005		HSP #5 TROUBLESHOOTING TROUBLESHOOTING CLEARWELL ACID PUMPS ADJUSTING ETHERNET CONVERTER SHIPPING TROUBLESHOOTING SERVER STORAGE BACK UP	ADS ENGINEERING, PLLC		2,415.00	021491	
8/17/16	01432		COT SOD HYPO COT-SOD HYPO COT SOD HYPO COT SOD HYPO COT-SOD HYPO COT-SOD HYPO	ALLIED UNIVERSAL CORP.		9,720.32	021492	
8/17/16	00911		BIO-MAX BLOCKS FOR LS SHIPPING	BACTICORP, LLC		5,960.00	021493	
8/17/16	01256		ROTOR METERS FREIGHT	CHEMICAL INJECTION TECHNOLOGIES		685.90	021494	
8/17/16	01383		SOD/PIECE SOD/PIECE	CORAL SPRINGS NURSERY, INC.		208.50	021495	
8/17/16	01267		R&M-DIESEL TANK ALARM	CYPRESS CONSTRUCTION GROUP, LLC		140.00	021496	
8/17/16	01327		UNIT=011 OIL CHANGE UNIT=141 REPAIRS	CYPRESS MOBIL		292.95	021497	
8/17/16	00018		RENTAL-CENTRAL 8/2016 RENTAL-LS 8/2016	DATA FLOW SYSTEMS, INC		4,670.00	021498	
			SUPPLIES/LIFT STATIONS CREDIT GENERAL SUPPLIES					

CSID -----CSID----- KWOOD

CHECK DATE	VEND# DATE	INVOICE NUMBER	EXPENSED TO YRMO FND DPT ACCT# SUB	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/17/16	99999		GENERAL SUPPLIES	FERGUSON ENTERPRISES, INC.		3,195.54	021499	
8/17/16	00056		VOID CHECK	*****INVALID VENDOR NUMBER*****		.00	021500	
			CBOD &TSS 6070510 CBOD & TSS 6070511 RO CONCEN 6070512 CBOD & TSS 6070513 CBOD & TSS 6070514 CBOD & TSS 6070568 MONTHLY BACTI 6070613 DISINFECT TEST 6070614 RO CONCEN 6070723 CBOD & TSS 6070724 CBOD & TSS 6070725 CBOD & TSS 6070729 CBOD & TSS 6070731 CBOD & TSS 6070732 CBOD & TSS 6080060 CBOD & TSS 6080077					
8/17/16	01552		GENERAL SUPPLIES 3695779 GENERAL SUPPLIES 3695796 GENERAL SUPPLIES COUPLINGS	FLORIDA SPECTRUM ENV. SERVICES, INC.		1,388.00	021501	
8/17/16	01307			FORTILINE, INC.		7,050.48	021502	
8/17/16	00063		GOLF CART REPAIRS	GOLF CAR DEPOT, INC.		120.10	021503	
			PADLOCKS PADLOCKS V-BELT/BLOWER ROOM					
8/17/16	01515			GRAINGER, INC.		1,144.04	021504	
8/17/16	01535		ASPHALT	HARDRIVES ASPHALT COMPANY		1,330.56	021505	
8/17/16	99999		SULFURIC ACID	HAWKINS, INC.		3,496.57	021506	
8/17/16	00033		VOID CHECK	*****INVALID VENDOR NUMBER*****		.00	021507	
			SUPPLIES/ANALYZER SCADA CONCRETE STAIN/SUPPLIES PAINT RETURNED PAINT BATTERIES/BACK UP PULL STRING/SCADA MAINT. SUPPLIES STAIN/GARAGE FLOOR PAINT/GARAGE BLDG INSECT REPELLANT INSECT REPELLANT INSECT REPELLANT INSECT REPELLANT TOOLS/SUPPLIES					
8/17/16	01093			HOME DEPOT		857.57	021508	
			MONTHLY MAINT. AUG	JLS LANDSCAPE SERVICES, INC.		3,900.41	021509	

CSID -----CSID----- KWOOD

CHECK DATE	VEND#	INVOICE DATE	EXPENSED TO NUMBER YRMO FND DPT ACCT# SUB	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/17/16	01486			PLANT WATER GAS PLANT WASTE GAS PLANT MAINT GAS FIELD GAS	LANK OIL COMPANY		4,073.50	021510
8/17/16	01345			DEGAS CLEANING	LEHMAN PIPE & PLUMBING SUPPLY, INC.		98.35	021511
8/17/16	01532			HYDRANT REPAIRS	LINE-TEC INC.		400.00	021512
8/17/16	01341			LS #8 CLEANOUT/GRASS LS #8 DOUBLE WYE REPLACE LS #8 CLEANOUT 5 FT	LMK PIPE RENEWAL LLC		38,885.00	021513
8/17/16	01549			VALUE ID & INSERT	MADSEN-BARR CORPORATION		7,917.00	021514
8/17/16	01033			FRONT TIRES/310J 2 REAR TIRES/310 J	MARTINO TIRE		1,665.94	021515
8/17/16	00683			HSP #7 CHECK FUEL LEAK HSP#7 ANNUAL RENEWAL SVC	O-K GENERATORS		867.50	021516
8/17/16	00351			SAFETY SUPP/ANAND R.-EE	RITZ SAFETY EQUIPMENT, LLC		206.23	021517
8/17/16	01550			PH PROBES FREIGHT	ROSEMOUNT ANALYTICAL		676.84	021518
8/17/16	00944			AUGUST NEWSLETTERS 9,140	US POSTMASTER		2,360.01	021519
8/17/16	01498			BACKHOE AC REPAIR PARTS KAO FEE HIGH LIFT RENTAL KAO FEE ROUND TRIP DELIVERY 310J BACKHOE REPAIRS	USA EQUIPMENT SOLUTIONS		2,369.45	021520
8/17/16	00441			LAB CHEMICALS LAB CHEMICALS FREIGHT VALVE/HYPO ROOM FREIGHT	USA BLUEBOOK		494.15	021521
8/17/16	01465			HOLE CUTTER	WORLD ELECTRIC SUPPLY, INC.		91.73	021522
8/19/16	01040			INTERNET CONNECTION 08/16	ADVANCED CABLE COMMUNICATIONS		139.02	021523
8/19/16	00822			AFLAC-W/H 08/16 AFLAC-PTREE 08/16	AFLAC		2,792.52	021524
8/19/16	01373			ADMIN DENTAL 09/16 WATER DENTAL 09/16 WW DENTAL 09/16 MAINT DENTAL 09/16				

CSID -----CSID----- KWOOD

CHECK DATE	VEND#	INVOICE DATE	NUMBER	EXPENSED TO YRMO FND DPT ACCT# SUB	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/19/16	01540			FIELD DENTAL 09/16 DENTAL..CSID-GF 09/16 DENTAL..PINETREE 09/16	AMERITAS LIFE INSURANCE CORP-DENTAL		4,821.20	021525	
8/19/16	01360			GIS PROJECT MANAGER GIS SENIOR TECHNICIAN	FLORIDA TECHNICAL CONSULTANTS		1,140.00	021526	
8/19/16	01329			LETTER-CSID R&R FUND 6/16	GLOBALTECH, INC.		175.00	021527	
8/19/16	01302			IRA-08/09/16 PLAN 705880	VANTAGEPOINT TRANSFER AGENTS-705880		785.00	021528	
8/19/16	01459			LEGAL SERVICES 07/2016	LEWIS, LONGMAN & WALKER, P.A.		5,535.00	021529	
8/19/16	00155			POST ACCIDENT-FIELD 3 EE POST ACCIDENT - FIELD	MEDEXPRESS URGENT CARE OF BOYNTON		140.00	021530	
8/19/16	01150			ADMIN NEXTEL 08/16 PLANT-WATER NEXTEL 08/16 PLANT-WASTE NEXTEL 08/16 PLANT-MAINT NEXTEL 08/16 FIELD NEXTEL 08/16 NEXTEL 08/16 DUE SUNSHINE NEXTEL 08/16 DUE CSID GF	NEXTEL COMMUNICATIONS		1,355.80	021531	
8/19/16	01434			OFFICE SUPP-DAVID M. OFFICE SUPP-ADMIN OFFICE SUPP-WW 237.00 OFFICE SUPPLIES-ADMIN TONER-JAN, 2 GIFT CARDS	OFFICE DEPOT		529.78	021532	
8/19/16	01392			PLASTIC DOOR HANGERS-2000	MICHAEL PEAKE		211.00	021533	
8/19/16	01175			CSID # 10 ENVELOPES	PRINTING CORP. OF THE AMERICAS, INC		243.00	021534	
8/19/16	01264			UNIFORMS-WATER UNIFORMS-WW UNIFORMS-MAINT UNIFORMS-FIELD UNIFORMS-GF 8/03/16 UNIFORMS-WATER UNIFORMS-WW UNIFORMS-MAINT UNIFORMS-FIELD UNIFORMS-GF 8/10/16	UNIFIRST CORPORATION		432.45	021535	
8/19/16	01264			ADMIN PHONE 08/16 WASTE PHONE 08/16 FIELD PHONE 08/16	WINDSTREAM NUVOX, INC.		206.21	021536	
8/19/16	01264			ADMIN PHONE 08/16 FIELD PHONE 08/16	WINDSTREAM NUVOX, INC.		157.52	021537	
8/19/16	01264			ADMIN PHONE 08/16					

CSID -----CSID---- KWOOD

CHECK DATE	VEND#	INVOICE DATE	NUMBER	EXPENSED TO... YRMO FND DPT ACCT# SUB	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/19/16	01264			FIELD PHONE 08/16	WINDSTREAM NUVOX, INC.			566.25	021538
8/19/16	01011			FRONT GATE PHONE 08/16	WINDSTREAM NUVOX, INC.			72.44	021539
8/25/16	01423			COPIER LEASE #7232 08/16 COPIER READS #7232 08/16	XEROX CORPORATION			14.88	021540
8/25/16	01329			ADMIN HLTH INS 09/16 WATER HLTH INS 09/16 WW HLTH INS 09/16 MAINT HLTH INS 09/16 FIELD HLTH INS 09/16 ADMIN HLTH INS-GF 09/16 FIELD HTH INS-GF 09/16 DUE FRM SHANK 09/16 DUE FROM PTREE 09/16	FLORIDA BLUE		55,507.54	021541	
8/25/16	01231			IRA-08/23/16 PLAN 705880	VANTAGEPOINT TRANSFER AGENTS-705880			785.00	021542
8/25/16	01150			ADMIN LIFE INS 09/16 WATER LIFE INS 09/16 WW LIFE INS 09/16 MAINT LIFE INS 09/16 FIELD LIFE INS 09/16 LIFE INS W/H..WS 09/16 LIFE INS W/H..GF 09/16 LIFE INS..CSID-GF.ER09/16 LIFE INS.PTREE-ER 09/16 LIFE INS.PTREE-EE 09/16	MUTUAL OF OMAHA		5,841.84	021543	
8/25/16	01175			OFFICE SUPP-PAPER-HR OFFICE SUPP-ADMIN OFFICE SUPP-WATER OFFICE SUPP-WW OFFICE SUPP-WATER	OFFICE DEPOT			177.70	021544
8/25/16	01183			UNIFORMS-WATER UNIFORMS-WW UNIFORMS-MAINT UNIFORMS-FIELD UNIFORMS-GF 8/17/16 UNIFORMS-WATER UNIFORMS-WW UNIFORMS-MAINT UNIFORMS-FIELD UNIFORMS-GF 8/24/16	UNIFIRST CORPORATION		459.90	021545	
8/25/16	01467			INTEREST 2007 SER 09/16	US BANK		161,331.00	021546	
8/25/16	01057			PRINCIPAL 2007 SER 09/16	US BANK		97,500.00	021547	
8/26/16	01194			SOFTWARE RENEW10/16-10/17	WORKSRIGHT SOFTWARE, INC.		2,750.00	021548	
				AC=017 AC=018 REPAIRS	AIR AMERICA AIR CONDITIONING, LLC		506.16	021549	

CSID -----CSID---- KWOOD

CHECK DATE	VEND#	INVOICE DATE	NUMBER	EXPENSED TO YRMO FND DPT ACCT# SUB	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	AMOUNT #
8/26/16	01227				SERVICE CALL ON DVR 2-VIDEO TRANSMITTER INSTALLED DVR-WARRANTY BI-ANNUAL PM SERVICES			624.76	021550
8/26/16	00889				AMC SURVEILLANCE CAMERAS				
8/26/16	00132				SUPPLIES BROWARD BOLT			153.68	021551
8/26/16	01511				SEMINAR PARKING/CURT D SEMINAR LUNCH/CURT D WASP SPRAY-WALMART SEMINAR PARKING/JOE S SEMINAR LUNCH/JOE S SEMINAR PARKING/JOE S SEMINAR LUNCH/ALVAN J SEMINAR PARKING/TIM M SEMINAR LUNCH/TIM M SEMINAR PARKING/TIM M COFFEE POT-WALMART SEMINAR LUNCH/JAN Z			158.84	021552
8/26/16	01256				SAND/STREETS CONRAD YELVINGTON DISTRIBUTORS			604.20	021553
8/26/16	01452				SOD PALLET FEE CORAL SPRINGS NURSERY, INC.			151.00	021554
8/26/16	01528				BLOWER 5/REPAIRS BLOWER 2 SOFT START LABOR DELTA CONTROLS			5,420.00	021555
8/26/16	00018				EMAINT SOFTWARE/TR EMAINT ENTERPRISES, LLC			3,060.00	021556
8/26/16	00056				EAST BACKFLOW LINE FERGUSON ENTERPRISES, INC.			37.90	021557
8/26/16	00063				RO CONCEN 6080131 CBOD & TSS 6080142 CBOD & TSS 6080143 CBOD & TSS 6080144 SOUR #1 6080268 RO CONCEN 6080281 CBOD & TSS 6080282 CBOD & TSS 6080285 FLORIDA SPECTRUM ENV. SERVICES, INC			462.00	021558
8/26/16	00179				GENERAL SUPPLIES GENERAL SUPPLIES DEGAS CLEANING PARTS DEGAS CLEANING PARTS GRAINGER, INC.			422.56	021559
8/26/16	01535				SENSOR KIT/PLANT D FREIGHT HACH COMPANY			230.89	021560

CSID -----CSID----- KWOOD

CHECK DATE	VEND# DATE	INVOICE NUMBER	EXPENSED TO YRMO FND DPT ACCT# SUB	VENDOR NAME	STATUS	AMOUNT	CHECK AMOUNT	CHECK #
8/26/16	99999			HYDROFLUOS ACID	HAWKINS, INC.		10,494.42	021561
8/26/16	00033			VOID CHECK	*****INVALID VENDOR NUMBER*****		.00	021562
				REFRIDGE-MAINT. BLDG DISCOUNT 10% MAINT SUPPLIES MAINT. SUPPLIES SUPPLIES/SURGE TANKS SAND/STREETS SAND/STREETS CREDIT SUPPLIES/S BLOWER RM WTP SUPPLIES PLASTIC FENCING TAX CREDIT TAX RETURN FENCING	HOME DEPOT		1,114.47	021563
8/26/16	01556			HEADWORKS REPAIRS	HUBER TECHNOLOGY INC.		840.00	021564
8/26/16	00346			CHEM. FILL LINE PLUGS	INDUSTRIAL HOSE & HYDRAULICS, INC.		14.96	021565
8/26/16	01345			VALVES FOR HYPO SYSTEM	LEHMAN PIPE & PLUMBING SUPPLY, INC.		326.51	021566
8/26/16	01051			BULBS/DEEPWELL BLDG	LIGHT BULBS UNLIMITED		101.90	021567
8/26/16	01557			TP STATION FLOW METER TAX CREDIT STARTUP/COMMISSIONING	MICRO MOTION, INC.		7,093.61	021568
8/26/16	01555			1YR. LEASE CYLINDERS	NEXAIR, LLC		74.76	021569
8/26/16	00683			ANNUAL SVC/RO PLANT #1	O-K GENERATORS		800.00	021570
8/26/16	00551			SURGE TANK	RICE PUMP & MOTOR INC		1,400.77	021571
8/26/16	00351			HIP WADERS WHEEL VALVE LOCKOUT	RITZ SAFETY EQUIPMENT, LLC		232.67	021572
8/26/16	00782			LOCATES/JULY	SUNSHINE STATE ONE CALL OF FLA.		175.92	021573
8/26/16	01333			SAMPLERS/IN-EFFLUENT RUBBER PUMP TUBING SHIPPING	TELEDYNE ISCO		175.00	021574
8/26/16	01498			AIR COMPRESSOR	USA EQUIPMENT SOLUTIONS		665.00	021575
8/26/16	00441			LAB CHEMICALS FREIGHT	USA BLUEBOOK		1,067.33	021576
8/26/16	01465			WIRE-SOFT START/BLOWER#2 BLOWER 2	WORLD ELECTRIC SUPPLY, INC.		139.48	021577
TOTAL FOR BANK H							993,928.35	
CSID -----CSID----- KWOOD								