

FORM OF CONTRACT

CONTRACT NO. 22-406

Contract for On-Call and Maintenance Services for Landfill Gas Collection, Control and Compression Systems, (6330 N. Jog Road, West Palm Beach, FL. 33412 and 5716 Dyer Boulevard, West Palm Beach, FL. 33412) Contract No.: 22-406, dated the 9th day of MAY 2022, (hereinafter the Contract), by and between the Solid Waste Authority of Palm Beach County (hereinafter the AUTHORITY) and STEARNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS, INC. d/b/a SCS Field Services and federal ID #54-0913440) (hereinafter the CONTRACTOR and when referred to with the AUTHORITY, collectively the PARTIES).

WITNESSETH that the AUTHORITY and CONTRACTOR, in consideration of the promises and of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is acknowledged by the other, herein agree as follows:

1. WORK TO BE PERFORMED

The CONTRACTOR shall furnish all plant, labor, services, materials, supplies, equipment, transportation and other facilities and appurtenance necessary, proper or incidental to:

**ON-CALL AND MAINTENANCE SERVICES FOR
LANDFILL GAS COLLECTION, CONTROL, AND COMPRESSION SYSTEMS**

BID NO.: 22-406/DL

in strict and full accordance with the requirements of the Contract Documents and with such further details and instructions as the AUTHORITY may from time-to-time issue for the purposes of ensuring the thorough and timely completion of the work.

2. CONTRACT DOCUMENTS, INCORPORATION BY REFERENCE AND ORDER OF PRECEDENCE

2.1 The Contract (#22-406) between the AUTHORITY and the CONTRACTOR shall consist of the following documents, including all exhibits thereto, which are incorporated by specific reference:

- a) This Contract, including any exhibits or schedules attached hereto, and the General and Supplemental Conditions, Section 00700 and Section 00800, respectively.
- b) The Definition Section and Section 6 of the AUTHORITY'S Purchasing Manual in its entirety.

2.2 The AUTHORITY and CONTRACTOR agree that each has received all documents referenced in this section, are familiar with all and intend to be bound by all documents set forth above and incorporated herein. Further, it is agreed and understood that these documents constitute and comprise the Contract No. 22-406 as a whole between the AUTHORITY and the CONTRACTOR.

2.3 To the extent there is a conflict between any of these documents or the need for interpretation or clarification of this Contract arises, the order of precedence to determine the intention of the PARTIES and their respective obligations under this Contract shall be the order in which they are set forth above.

3. EFFECTIVE DATE AND CONTRACT TIME

- 3.1** The Effective Date of this Contract shall be May 21, 2022. The Initial Term of this Contract shall be for three (3) years from the Effective Date and shall expire on May 20, 2025, unless terminated earlier as provided for herein.
- 3.2** The AUTHORITY shall have the option of extending the Contract for three (3) additional years, as approved by the AUTHORITY 's Board, in its sole and unfettered discretion, on the same terms and conditions. Such extension shall be in the form of a written Amendment to the Agreement executed by both PARTIES.
- 3.3** The time to Substantial Completion shall be **TBD** from the effective date of the Notice to Proceed and the Final Completion shall be **TBD** from the effective date of the Notice to Proceed. Time is of the essence in the performance and completion of this Contract.
- 3.4** Liquidated Damages - The AUTHORITY and CONTRACTOR recognize that the AUTHORITY will suffer direct financial loss if work is not completed within the Contract Times specified in this Section 3 plus any extensions thereof allowed in accordance with Article 3 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by the AUTHORITY if the Work is not completed within the Contract Time specified in this Section 3. Accordingly, instead of requiring any such proof, CONTRACTOR agrees to pay the AUTHORITY as liquidated damages for delay (but not as a penalty), the amount of **TBD** for each calendar day after the Contract Time specified for Substantial Completion, and **TBD** for each calendar day after the Contract Time specified above for Final Completion. These amounts represent a reasonable estimate of the AUTHORITY'S: a) expenses for delays; b) for inspection and engineering services; and c) administrative costs associated with such delay(s).

4. COMPENSATION TO BE PAID TO CONTRACTOR

- 4.1** In consideration of the faithful performance of this Contract by the CONTRACTOR, the AUTHORITY will pay to the CONTRACTOR for the full and entire completion of this Contract and upon acceptance of the work by the AUTHORITY, for each Work Assignment in accordance with EXHIBIT "A" attached hereto.
- 4.2** ESCALATION CLAUSE: The AUTHORITY may, in its sole and unfettered discretion, make an equitable adjustment in the Contract terms and/or pricing, if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria: (1) the volatility is due to causes wholly beyond the CONTRACTOR's control; and (2) the volatility affects the marketplace or industry as a whole and not just the particular CONTRACTOR's source of supply; and (3) the effect on pricing or availability of supply is substantial; and (4) the volatility so affects the CONTRACTOR that continued performance of the Contract would result in a substantial loss. Any such adjustment would require irrefutable evidence and written approval by the Director of Purchasing Services.

5. SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall perform the services as specifically stated in Section 01010 – Summary of Work in Division 1 – General Conditions herein. These authorizations will be referred to Work Assignments. Each Work Assignment shall set forth the specific services required, the amount of compensation, and the completion date. The CONTRACTOR, upon the prior written approval of the AUTHORITY, may employ the use of sub-contractor(s)/sub-consultant(s) whose services are necessary to complete individual Work Assignments under

this Contract. In such case, each subcontractor(s)/sub-consultant(s), the specific services to be performed by each, and their respective compensation (including a not-to-exceed amount) shall be identified as part of the Work Assignment.

6. EQUAL BUSINESS OPPORTUNITY PROGRAM

6.1 The Governing Board of the AUTHORITY has implemented the Economic Inclusion Policy administered by the Equal Business Opportunity (EBO) Program Office to ensure that all segments of its business population including, but not limited to, small, local, minority, and women-owned businesses, have an equitable opportunity to participate in the AUTHORITY'S procurement process. As defined in the Definition Section and Section 6 of the AUTHORITY'S Purchasing Manual. Small Business Enterprises and Minority/Women Business Enterprises shall hereinafter be referred to as SBEs and M/WBEs, respectively, and S/M/WBE ' s when referred to collectively herein.

A. Affirmative Procurement Initiative (API):

The AUTHORITY has applied the following contract-specific API to this Contract. CONTRACTOR hereby acknowledges and agrees the selected API requirement shall also be extended to any change order(s) or subsequent Contract modification(s), and absent the granting of a waiver by EBO Office, that its full compliance with the following API terms and conditions are material to its satisfactory performance under this Contract, including subsequent change orders or Contract modifications.

S/M/WBE SUBCONTRACTOR PARTICIPATION:

The AUTHORITY established a mandatory 6% participation goal for Small/Minority/Women Business Enterprise (S/M/WBE) participation in this Agreement in accordance with the solicitation.

6.2 Subcontractor/Supplier Utilization Plan:

The Subcontractor/Supplier Utilization Plan submitted by the CONTRACTOR to AUTHORITY with its Bid for this Contract contains the names of the certified S/M/WBE Subcontractors to be used by CONTRACTOR in the performance of this Contract, the respective percentages and dollar value of the total prime contract dollar value to be awarded and performed by each S/M/WBE Subcontractor, and documentation including a description of each S/M/WBE Subcontractor's scope of work and confirmation of each S/M/WBE Subcontractor's commitment to perform such scope of work for an agreed upon dollar amount. This plan is comprised of the documents titled Small/Minority/Women Business Enterprise Subcontractor/Supplier Participation Schedule, Statement of Intent to Perform As An S/M/WBE Subcontractor/Supplier and is attached hereto as EXHIBIT "B". In the absence of a waiver granted by the EBO Office, the failure of CONTRACTOR to attain this subcontracting goal for S/M/WBE firm participation in the performance of a Commercially Useful Function under the terms of its contract shall be a material breach and grounds for termination of this Contract by the AUTHORITY. Additionally, this may result in debarment from award of future AUTHORITY contracts, withholding of payment up to the dollar amount of the underutilization below the agreed upon S/M/WBE subcontracting goal, and/or shall be subject to any other remedies or penalties available under the terms of this Contract for violations of the EBO Program Policy and Procedures and/or as allowed by the AUTHORITY'S Purchasing Manual or by law.

6.3 Calculating S/M/WBE Participation:

The percentage of participation shall be calculated by dividing the actual payments to local certified

S/M/WBE firms providing goods under this Contract by the total contract value.

The goal is to encourage doing business with certified local S/M/WBE firms with certifications from a certifying organization in the State of Florida approved by the AUTHORITY. For the purpose of this requirement, an eligible local S/M/WBE firm included in the CONTRACTOR'S Subcontractor/Supplier Utilization Plan submitted in the Bid must have had a valid certification prior to the due date for response to the Bid. Certified local S/M/WBE firms added after the Contract award must have a valid certification prior to the date that they are added. All S/M/WBE firms shall perform a Commercially Useful Function in the performance of this Contract. In order to count towards participation, the change in the Subcontractor/Supplier Utilization Plan must be approved by the EBO Office prior to participation. Furthermore, as defined in the AUTHORITY'S Purchasing Manual, such firms shall be domiciled in Palm Beach County as of the aforementioned dates required for certification. See Section 6 of the AUTHORITY'S Purchasing Manual.

6.4 Demonstration of Good Faith Effort:

CONTRACTOR is required to demonstrate a Good Faith Effort, as defined in the AUTHORITY'S Purchasing Manual, to accomplish the Affirmative Procurement Initiative as described in Section 6 of the AUTHORITY'S Purchasing Manual, and to meet the commitments in the S/M/WBE Subcontractor/Supplier Utilization Plan, attached hereto as Exhibit B. No additions, deletions, substitutions or modifications to the Subcontractor/Supplier Utilization Plan may be made without the prior approval of the EBO office. Requests for additions, deletions, substitutions or modifications must be submitted in writing and shall state the nature of the requested change, and in the case of requested additions or substitutions, the S/M/WBE Subcontractor/Supplier name, scope of work, and dollar value of work to be performed in addition to any other documentation requested by the EBO office. Upon approval, this request shall constitute a duly authorized modification of this Agreement and be considered an amendment hereto by consent of the parties satisfying the requirements of the Agreement without necessity of further action of any type by the parties. Among other things, in demonstration of a Good Faith Effort in relation to this Agreement, CONTRACTOR shall follow all requirements of the EBO Program, including:

- A. If CONTRACTOR is unable to meet the participation requirements for S/M/WBEs specified in its Subcontractor/Supplier Utilization Plan, the CONTRACTOR shall seek substitute or additional S/M/WBEs to fulfill the requirements; the requested substitution must be approved in writing by the Director of the EBO Office or designee and the Originating Department Director or designee.
- B. If, after reasonable Good Faith Efforts, the CONTRACTOR is unable to find an acceptable substitute or an additional S/M/WBE, a post-award waiver shall be requested. The request shall document the reasons for the CONTRACTOR'S inability to meet the goal requirement. In the event the CONTRACTOR is found not to have performed Good Faith Efforts in its attempt to find a suitable substitute or addition for the initial S/M/WBE'S proposed utilization, this Contract may, in the AUTHORITY'S sole and unfettered discretion, be terminated for material breach or the AUTHORITY may pursue such other remedies or penalties available under the terms of this Contract, the AUTHORITY'S Purchasing Manual or allowed by law.
- C. If requesting a post-award vendor subcontracting waiver, the CONTRACTOR shall request the waiver of a specified subcontracting goal by submitting a Post-Award Vendor Subcontracting Waiver Request Form attached hereto as EXHIBIT "D". All documentation and supporting evidence of all Good Faith Efforts made to comply with the subcontracting goal must also be submitted. **CONTRACTOR shall submit request by visiting swa.gob2g.com.**

6.5 Equal Business Opportunity (EBO) Program Compliance – General Provisions

1. CONTRACTOR acknowledges that the AUTHORITY'S EBO Program is in furtherance of the AUTHORITY'S efforts to achieve economic inclusion, and that CONTRACTOR'S commitments, including, but not limited to, the Subcontractor/Supplier Utilization Plan, are part of CONTRACTOR'S scope of work as referenced in the AUTHORITY'S solicitation that formed the basis for the Contract award and subsequent execution of this Contract. CONTRACTOR'S compliance with the EBO Program and exercise of a Good Faith Effort to achieve the S/M/WBE Participation Goals are considered by the parties to be material terms of this Contract. The CONTRACTOR voluntarily agrees to fully comply with the EBO Program terms as a condition of being awarded this Contract by the AUTHORITY. The CONTRACTOR further agrees, without limitation, to the following terms as part of its Contract compliance responsibilities under the EBO Program:
 - a) CONTRACTOR shall cooperate fully with the EBO Office and other AUTHORITY departments in their data collection and monitoring efforts regarding CONTRACTOR' s utilization and payment of all of its subcontractors and suppliers, including both S/M/WBE and non-S/M/WBE firms for performing Commercially Useful Functions under this Contract. This includes, but is not limited to, the timely reporting and the entry of data into the Equal Business Opportunity Management System, and ensuring the timely compliance of its subcontractors and Suppliers with this requirement. CONTRACTOR shall report and enter data by visiting swa.gob2g.com.
 - b) CONTRACTOR shall cooperate fully with any AUTHORITY or EBO investigation (and shall also respond truthfully and promptly to any AUTHORITY or EBO inquiry) regarding possible non- compliance with EBO Program requirements on the part of CONTRACTOR or its Subcontractors/Suppliers.
 - c) CONTRACTOR shall permit the EBO Office, upon reasonable notice, to undertake inspections as necessary, including, but not limited to, Contract-related correspondence, records, documents, payroll records, daily logs, invoices, bills, cancelled checks, and work product, and to interview its Subcontractors/Suppliers and other workers to determine whether there has been a violation of the terms of this Contract.
 - d) CONTRACTOR shall immediately notify AUTHORITY in writing to the EBO Office and the Originating Department of this Contract of any proposed changes to CONTRACTOR'S Subcontractor/Supplier Utilization Plan, with an explanation of the necessity for such proposed changes, including documentation of Good Faith Efforts made by CONTRACTOR to replace the Subcontractor/Supplier in accordance with the applicable API. All proposed changes to the Subcontractor/Supplier Utilization Plan, including, but not limited to, proposed self-performance of work by CONTRACTOR of work that was previously designated for performance by Subcontractor or supplier, substitutions of new Subcontractors, terminations of previously designated Subcontractors, or reductions in the scope or value of work awarded to Subcontractors or suppliers, by submitting a Post Award Vendor Subcontracting Waiver Request attached hereto as EXHIBIT "D" and Change To Utilization Plan form attached hereto as EXHIBIT "C". Any and all such changes shall be subject to advanced written approval by both the Originating Department and the EBO Office;
 - e) CONTRACTOR shall immediately notify the Originating Department and EBO Office of any change in its ownership or business structure;

- f) CONTRACTOR shall retain all records of its Subcontractor payments for this Contract for a minimum of five (5) years following the conclusion of this Contract;
- g) In instances wherein the EBO Office determines that a Commercially Useful Function is not actually being performed by the S/M/WBE firms listed in a CONTRACTOR'S Subcontractor/Supplier Utilization Plan, the CONTRACTOR shall not be given credit for the participation of its S/M/WBE subcontractor(s) towards attainment of S/M/WBE firm utilization goals, and the CONTRACTOR and its listed S/M/WBE firms may be subject to sanctions and penalties in accordance with the EBO Program Policy and Procedures;
- h) CONTRACTOR acknowledges that the AUTHORITY will not execute any agreement for Work Assignment(s) until the CONTRACTOR and each of its Subcontractors for the work assignment(s) have registered and/or maintained active status in the AUTHORITY'S EBO Management System, and CONTRACTOR has represented to the AUTHORITY which primary commodity codes each registered Subcontractor will be performing under for this Contract;
- i) CONTRACTOR also acknowledges that the AUTHORITY will not execute any agreement for Work Assignment(s) until the CONTRACTOR provides an executed agreement with each of its S/M/WBE Subcontractors or suppliers that has, at a minimum, the same term as this Contract.

6.6 Affirmative Procurement Initiatives - Compliance

1. Commercial Non-discrimination Policy Compliance:

As a condition of entering into this agreement, the CONTRACTOR represents and warrants that it has complied with, throughout the course of this bidding and contract award process, and will continue to comply with, the AUTHORITY'S Commercial Non-discrimination Policy set forth in Section 6 of the AUTHORITY'S Purchasing Manual and incorporated herein. As part of such compliance, CONTRACTOR shall not discriminate on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability or genetic information in the solicitation, selection, hiring or commercial treatment of Subcontractors, vendors, suppliers, or commercial customers, nor shall the company retaliate against any person for reporting instances of such discrimination. The company shall provide equal opportunity for subcontractors, vendors and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the AUTHORITY'S relevant marketplace. The company understands and agrees that a material violation of this clause shall be considered a material breach of this agreement and may result in termination of this agreement, disqualification or debarment of the company from participating in AUTHORITY contracts, or other sanctions. This Section is not enforceable by or for the benefit of, and creates no obligation to, any third party.

2. Prompt Payment:

As a requirement of this contract, CONTRACTOR shall be required to submit to AUTHORITY accurate payment information with each invoice regarding each of its subcontractors to ensure that the CONTRACTOR'S reported subcontract participation is accurate. CONTRACTOR shall

pay its subcontractors in compliance within timeframes set forth in accordance with the Florida Local Government Prompt Payment Act, or within ten (10) days of receipt of payment from the AUTHORITY, whichever is sooner.

3. Violations:

In addition to the above, CONTRACTOR acknowledges and agrees that it is a violation of the EBO Program Policy and Procedures and a material breach of this Agreement to:

- a) Fraudulently obtain, retain, or attempt to obtain, or aid another in fraudulently obtaining, retaining, or attempting to obtain or retain Certification status as an SBE, MBE, WBE, M/WBE for purposes of benefitting from the EBO Program;
- b) Willfully falsify, conceal or cover up by a trick, scheme or device, a material fact or make any false, fictitious or fraudulent statements or representations, or make use of any false writing or document, knowing the same to contain any false, fictitious or fraudulent statement or entry pursuant to the terms of the EBO Program;
- c) Willfully obstruct, impede or attempt to obstruct or impede any authorized official or employee who is investigating the qualifications of a business entity which has requested Certification as an S/M/WBE firm;
- d) Fraudulently obtain, attempt to obtain or aid another person fraudulently obtaining or attempting to obtain public monies to which the person is not entitled under the terms of the EBO Program;and
- e) Make false statements to any entity that any other entity is, or is not, certified as an S/M/WBE for purposes of the EBO Program.

4. Penalties, Sanctions and Debarment:

Any person who violated the provisions of this section shall be subject to the sanctions and penalty provisions of Section 6.1 through 6.4 of the AUTHORITY'S Purchasing Manual, as incorporated herein by reference that include, but are not limited to:

- a) Suspension of contract;
- b) Withholding of funds;
- c) Recession of contract based upon a material breach of contract pertaining to S/M/WBE Program compliance;
- d) Refusal to accept a response or proposal to a future bid or RFP;
- e) Debarment of a Respondent, CONTRACTOR or other business firm from eligibility for providing goods or services to the AUTHORITY for a period not to exceed three (3) years (subject to change upon AUTHORITY Board approval); and
- f) Liquidated damages equal to the difference in dollar value of S/M/WBE participation as committed to in the contract, and the dollar value of S/M/WBE participation as actually achieved.

7. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General (OIG), Ordinance No. 2009-049 which is authorized and empowered to review past, present and proposed county contracts, transactions, accounts and records. The AUTHORITY has entered into an Interlocal Agreement (ILA) for Inspector General Services. This Agreement provides for the Inspector General to provide services to the AUTHORITY in accordance with the AUTHORITY, functions and powers set out in the Palm Beach County Office of Inspector General Ordinance. All parties doing business with the AUTHORITY and receiving AUTHORITY funds shall fully cooperate with the Inspector General including providing access to records relating to this Contract. The Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and audit, investigate, monitor, and inspect the activities of the CONTRACTOR, its officers, agents, employees, and lobbyists in order to ensure compliance with contract specifications and detect corruption and fraud. Failure to cooperate with the Inspector General or interference or impeding any investigation shall be in violation of Ordinance 2009-049, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second-degree misdemeanor.

8. SCRUTINIZED COMPANIES

8.1 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473, or is engaged in business operations in Cuba or Syria.

If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

8.2 As provided in F.S. 287.135, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in boycott of Israel, pursuant to F.S. 215.4725.

If the AUTHORITY determines, using credible information available to the public, that a false certification has been submitted by CONTRACTOR, this Contract may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of Contract renewal.

8.3 PUBLIC ENTITY CRIMES

Pursuant to Section 287.133(3)(f), as amended: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a Contract to provide any goods or services to a public entity, may not submit a bid on a Contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

9. PUBLIC RECORDS, ACCESS AND AUDITS

9.1 It is the intent of this Article to maintain compliance with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended.

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

**RECORDS MANAGER
SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
7501 NORTH JOG ROAD
WEST PALM BEACH, FL. 33412
561-640-4000 EXT. 4606
RECORDSCUSTODIAN@SWA.ORG**

9.3 The CONTRACTOR shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work, in accordance with the timeframes and classifications for records retention as per the General Records Schedule GS1-SL for State and Local Government Agencies (see: <https://dos.myflorida.com/library-archives/records-management/general-records-schedules/>) after completion or termination of this Contract. The AUTHORITY shall have access to such records as required in this section for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

9.4 Notwithstanding anything herein to the contrary, the CONTRACTOR expressly acknowledges that: i) it is providing a specific service to the AUTHORITY in the performance of this Contract; ii) acting on behalf of the AUTHORITY in the performance of this Contract; iii) that it has read and is familiar with the Florida Public Records Law, Ch. 119, Florida Statutes, as amended, and both understand its responsibility and obligation to comply with this law; and iv) to the extent any question(s) arise regarding its duties to produce public records, it shall contact the Records Manager with same.

9.5 Any public records requests directed to, or related in any way to this contract shall be directed solely to the Records Manager. If the requested records are not in the possession of the Records Manager they shall immediately notify the CONTRACTOR and the CONTRACTOR must provide the records or allow access to the records within a reasonable time. A CONTRACTOR who fails to provide the records to the public agency within a reasonable time may be subject to penalties under Florida Statutes (F.S) §119.10, and §119.10 (2) provides that a person who willfully and knowingly violates the Public Records Act commits a misdemeanor of the first degree, which is punishable by up to a year in jail and a fine not to exceed \$1,000.

9.6 Therefore, the CONTRACTOR is required to:

- 1) Keep and maintain public records that ordinarily and necessarily would be required by the AUTHORITY in order to perform the service;
- 2) Upon AUTHORITY'S request from the AUTHORITY'S Records Manager; provide the

AUTHORITY with a copy of the requested records to allow the records to be inspected or copied within a reasonable time on the same terms and conditions that the AUTHORITY would provide the records at a cost that does not exceed the cost provided by Florida law;

- 3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following the completion of the Agreement if the CONTRACTOR does not transfer the records to the AUTHORITY; and
- 4) Upon completion of the Agreement, transfer at no cost to the AUTHORITY, all public records in possession of the CONTRACTOR or keep and maintain public records to the AUTHORITY upon completion or termination of the Agreement; the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the AUTHORITY, upon request from the AUTHORITY'S Records Manager, either during performance of the Agreement or after termination or completion of the Agreement in a format that is compatible with the information technology systems of the AUTHORITY.

9.7 Failure of the CONTRACTOR to comply with these requirements shall be a material breach of this Contract.

10. NOTICE AND CURE PROVISIONS

The CONTRACTOR and the AUTHORITY agree that the notice and cure provisions of Florida Statute Chapter 558 shall not apply to this Contract.

11. THIRD PARTY BENEFICIARY DISCLAIMER:

It is not the intention of these documents to create third party beneficiary status in any person or entity that is not a direct party to the contract awarded as a result of being the successful Bidder to the Invitation to Bid for this contract, and no language in the Bid documents or this contract awarded pursuant to the Invitation to Bid, should be construed or interpreted as creating a third party beneficiary.

12. E-VERIFY – EMPLOYMENT ELIGIBILITY:

12.1 CONTRACTOR certifies, warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended and that CONTRACTOR shall: (1) register with and use the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of all newly hired workers; and has verified that all of the CONTRACTOR's subcontractors performing the duties and obligations of this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers. CONTRACTOR shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095 (1) (k), Florida Statutes, as may be amended. CONTRACTOR shall maintain a copy of any such affidavit from a subcontractor for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Agreement which requires a longer retention period.

- 12.2 AUTHORITY shall terminate this Agreement if it has a good faith belief that CONTRACTOR has knowingly violated Section 448.09 (1), Florida Statutes, as may be amended. If AUTHORITY has a good faith belief that one of CONTRACTOR's subcontractor has knowingly violated Section 448.09 (1), Florida Statutes, as may be amended, AUTHORITY shall notify CONTRACTOR to terminate its contract with the subcontractor and CONTRACTOR shall immediately terminate its contract with the subcontractor. If AUTHORITY terminates this Agreement pursuant to the above, CONTRACTOR shall be barred from being awarded a future contract by AUTHORITY for a period of one (1) year from the date on which this Agreement was terminated. In the event of such contract termination, CONTRACTOR shall also be liable for any additional costs incurred by AUTHORITY as a result of the termination.

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In WITNESS WHEREOF, AUTHORITY and CONTRACTOR have made and executed this Contract as of the day and year written above.

SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:

WITNESS:

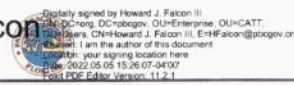
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2. 

By:

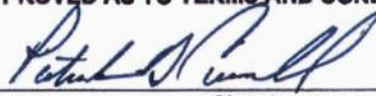

Daniel Pellowitz
Executive Director

APPROVED AS TO LEGAL SUFFICIENCY:

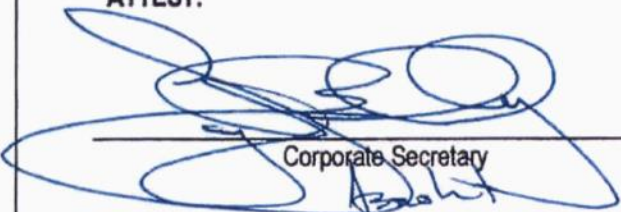
By: Howard J. Falcon, III
Howard J. Falcon, III
General Counsel



APPROVED AS TO TERMS AND CONDITIONS:


Signature
Patrick D. Carroll
Print Name
COO
Title



ATTEST:


Corporate Secretary

STEARNS, CONRAD AND SCHMIDT, CONSULTING ENGINEERS, INC., d/b/a SCS FIELD SERVICES:


Authorized Signature
Guy F. Lewis
Print Name

WITNESS:

1. 
2. 

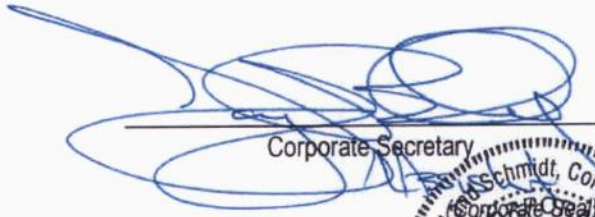
Vice President
Title



CERTIFICATE OF CORPORATE AUTHORITY

I, Laury Blakley, certify that I am the ^{Assistant} ~~Secretary~~ of the corporation named as CONTRACTOR in **Contract No. 22-406**; that Guy F. Lewis who signed the said Contract on behalf of the CONTRACTOR, was then of said corporation; that I know the seal of said corporation; that said seal has been affixed to this Contract; and that it was so affixed by order of said official of the Corporation; that I know his/her signature, and such signature hereto is genuine; and that he/she signed this Contract by authority of the directors of said Corporation.

Dated this 5th day of May, 2022


Corporate Secretary



ACKNOWLEDGMENT OF CONTRACTOR, IF A PARTNERSHIP

State of _____

SS:

County of _____

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known, and known to me to be one of the members of the firm of _____ described in and who executed the foregoing instrument and he/she acknowledged to me that he/she executed the same as and for the act and deed of said firm.

Notary Public
(Seal)

ACKNOWLEDGMENT OF CONTRACTOR, IF AN INDIVIDUAL

State of _____

SS:

County of _____

On this _____ day of _____, 20____, before me personally came and appeared _____, to me known, and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

Notary Public
(Seal)

EXHIBIT "A"

SECTION 00300
BID FORM

BID FORM

**ON-CALL AND MAINTENANCE SERVICES FOR LANDFILL GAS COLLECTION,
CONTROL AND COMPRESSION SYSTEMS**

BID NO.: 22-406/DL

TO: SOLID WASTE AUTHORITY OF PALM BEACH COUNTY
FROM: Stearns, Conrad and Schmidt Consulting Engineers, Inc. dba SCS Field Services
(Bidder)

THE UNDERSIGNED BIDDER, having familiarized her/himself with the work required by the Bid Documents, the site where the Work is to be performed, local labor conditions and all laws, regulations, and other factors affecting performance of the Work, and having satisfied her/himself of the expense and difficulties attending performance of the Work;

HEREBY PROPOSES and agrees, if this Bid for **ON-CALL AND MAINTENANCE SERVICES FOR LANDFILL GAS COLLECTION, CONTROL AND COMPRESSION SYSTEMS** is accepted, to enter into a Contract in the form attached, to perform all Work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the Contract, and to furnish all materials and equipment required to be incorporated in and form a permanent part of the Work, including tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the Work; and to supply all required bonds, insurance and submittals; all as indicated or specified in the Bid Documents to be performed or furnished by CONTRACTOR.

This will be a three (3) year contract with the option of an additional three (3) year renewals upon review and approval of the Solid Waste Authority Governing Board in its sole and unfettered discretion. BIDDER hereby agrees to commence and complete work under this Contract based on each Work Assignment, on the milestone dates indicated in each Notice to Proceed and/or Purchase Order issued by the AUTHORITY, as a result of this Bid.

The Contract Time commences to run for substantial completion and for final completion as provided in paragraph 2.03A of the Supplementary Conditions (Section 0800). BIDDER further agrees to forfeit and pay Owner as liquidated damages for delay, the sum of **(to be determined based on each work assignment (\$500.00))** for each consecutive day that expires after the Contract Time specified herein for substantial completion and the sum of **to be determined based on each work assignment (\$250.00)** for each consecutive day that expires after the Contract Time specified for final completion. These amounts represent a reasonable estimate of Owner's expenses for extended delays and for inspection, engineering services and administrative costs associated with such delays. The time periods for substantial completion and for final completion are based on forty-hour work weeks. CONTRACTOR may extend work hours to achieve timely completion with approval of Owner and ENGINEER. CONTRACTOR agrees to pay to Owner any and all additional costs for engineering, inspection, or testing incurred by Owner and which result from extended hours or weekend work.

BIDDER represents and hereby states that BIDDER and BIDDER'S subcontractors are familiar and capable to perform such construction.

Bid prices are to be shown in both words and figures. Should there be any discrepancy, the amount shown in words will govern.

Bid No.: 22-406/DL 00300-1
On-Call & Maint. Svcs for LFG Collection, Control & Compression Systems

Bid Issue
February 2022

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SECTION 00300
BID FORM

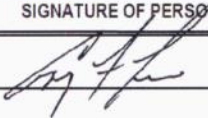
The full names and addresses of parties interested in this Bid as principals are as follows:

Name: Guy F. Lewis, Vice President	Name: Thomas W.A. Barham, Senior Vice President
Address: 11260 Roger Bacon Drive, Suite 300	Address: 11260 Roger Bacon Drive, Suite 300
City/State/Zip: Reston, VA 20190	City/State/Zip: Reston, VA 20190

BIDDER understands that the AUTHORITY reserves the right to reject any and all Bids and to waive any irregularity in bidding. BIDDER agrees that the AUTHORITY may reduce or delete any work items as deemed necessary. Such reduction or deletion of work items shall not constitute a basis for withdrawal of this Bid.

The BIDDER agrees that this Bid shall be good and may not be withdrawn for a period of **ninety (90) days** after Bid Opening.

BIDDER hereby acknowledges receipt of the following Addenda:

ADDENDUM	DATE	SIGNATURE OF PERSON SIGNING BID
1.	3/22/22	
2.		
3.		

The Bid Security attached in the sum of **5% of Bid Price** is to become the property of the AUTHORITY in the event the required Bonds, Insurance and other requested documentation are not provided and the Contract is not executed within the time above set forth, as liquidated damages for the delay and additional expenses to the AUTHORITY caused thereby.

BID PRICE

GROUPS 1 THRU 4:

Mobilization of labor, equipment, and supplies, demobilization of labor and equipment, and all work as specified in the Bid/Contract Documents.

Bid No.: 22-406/DL
On-Call & Maint. Svcs for LFG Collection, Control & Compression Systems

00300-2

Bid Issue
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All estimated quantities stipulated in this Bid Form are approximate and are to be used only as 1) a basis for establishing unit prices to be utilized to estimate the probable cost of Work and, for 2) arriving at an estimated Total Bid Price (Groups 1 through 4) for the purpose of comparing and awarding the Bid(s)

GROUP 1 – NORMAL CONSTRUCTION LABOR RATES

ITEM	PERSONNEL DESCRIPTION	NORMAL RATE/HOUR	HOURS	TOTAL ITEM PRICE
A	PROJECT MANAGER	\$ 210.00	1	\$ 210.00
B	SITE SUPERVISOR	\$ 198.00	1	\$ 198.00
C	CREW SUPERVISOR	\$ 135.00	1	\$ 135.00
D	OPERATOR	\$ 118.00	1	\$ 118.00
E	FUSION TECHNICIAN	\$ 115.00	1	\$ 115.00
F	GENERAL LABORER	\$ 98.00	1	\$ 98.00
TOTAL GROUP 1 (ITEMS A THRU F – ALL INCLUSIVE):				\$ 874.00

GROUP 2 – NORMAL PROFESSIONAL SERVICES TO SUPPORT CONSTRUCTION LABOR RATES

ITEM	PERSONNEL DESCRIPTION	NORMAL RATE/HOUR	HOURS	TOTAL ITEM PRICE
A	OFFICE/ASSOCIATE	\$ 255.00	1	\$ 255.00
B	PRINCIPAL	\$ 225.00	1	\$ 225.00
C	SENIOR PROFESSIONAL	\$ 185.00	1	\$ 185.00
D	PROFESSIONAL I	\$ 130.00	1	\$ 130.00
E	PROFESSIONAL II	\$ 120.00	1	\$ 120.00
F	ADMINISTRATIVE SUPPORT	\$ 95.00	1	\$ 95.00
TOTAL GROUP 2 (ITEMS A THRU F – ALL INCLUSIVE):				\$ 1010.00

Professional Services to support Construction Labor Rates not-to-exceed \$25,000 per project without additional approval of the AUTHORITY's Director of Facilities and Utilities Maintenance or Chief Operations Officer (Executive) for a cumulative not-to-exceed \$75,000

Bid No.: 22-406/DL
On-Call & Maint. Svcs For LFG Collection, Control and Compression Systems

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Bid No.: 22-406/DL
On-Call & Maint. Svcs for LFG Collection, Control & Compression Systems

00500-17

Bid Issue
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GROUP 3 – NORMAL EQUIPMENT RATE

ITEM	EQUIPMENT DESCRIPTION	NORMAL RATE/HOUR	HOURS	TOTAL ITEM PRICE
A.	AF 100 DRILL RIG OR EQUAL MANUFACTURER: <u>Solmec</u> MODEL NO.: <u>9912</u>	\$ <u>390.00</u>	1	\$ <u>390.00</u>
B.	EXCAVATOR (75000#)	\$ <u>140.00</u>	1	\$ <u>140.00</u>
C.	EXCAVATOR (40000#)	\$ <u>90.00</u>	1	\$ <u>90.00</u>
D.	BACKHOE RUBBER TIRE	\$ <u>55.00</u>	1	\$ <u>55.00</u>
E.	TRACK LOADER (CAT 953) OR EQUAL MANUFACTURER: _____ MODEL NO.: _____	\$ <u>115.00</u>	1	\$ <u>115.00</u>
F.	OFF-ROAD TRUCK (25 TON)	\$ <u>155.00</u>	1	\$ <u>155.00</u>
G.	DOZER (CAT D5) OR EQUAL MANUFACTURER: <u>John Deere</u> MODEL NO.: <u>550</u>	\$ <u>73.00</u>	1	\$ <u>73.00</u>
H.	24" FUSION MACHINE AND GENERATOR	\$ <u>150.00</u>	1	\$ <u>150.00</u>
I.	18" FUSION MACHINE	\$ <u>50.00</u>	1	\$ <u>50.00</u>
J.	12" FUSION MACHINE	\$ <u>40.00</u>	1	\$ <u>40.00</u>
K.	10" FUSION MACHINE	\$ <u>40.00</u>	1	\$ <u>40.00</u>

Bid No. 22-406/DL 00300-4
On-Call & Maint. Svcs For LFG Collection, Control and Compression Systems

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Bid No.: 22-406/DL
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L	8" FUSION MACHINE	\$ 22.00	1	\$ 22.00
M	6" FUSION MACHINE	\$ 22.00	1	\$ 22.00
N	4" FUSION MACHINE	\$ 15.00	1	\$ 15.00
O	2" FUSION MACHINE	\$ 15.00	1	\$ 15.00
P	GENERATOR	\$ 14.00	1	\$ 14.00
Q	ELECTROFUSION MACHINE	\$ 14.00	1	\$ 14.00
R	10,000 Forklift	\$ 35.00	1	\$ 35.00
**Equipment rates provided shall be inclusive of fuel, delivery, and all other incidental costs.				
TOTAL GROUP 3 (ITEMS A THRU R - ALL INCLUSIVE):				\$1,435.00

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On-Call & Maint. Svcs. For LFG Collection, Control and Compression Systems

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SECTION 00500
FORM OF CONTRACT

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BID FORM

GROUP 4 - MISCELLANEOUS SERVICES

ITEM	STANDARD ITEMS/DESCRIPTION	DETAIL	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY	MATERIAL UNIT PRICE	INSTALLATION UNIT PRICE	TOTAL ITEM PRICE
A.	Mobilization and Demobilization (both) per person Construction crew including all equipment on-site within thirty (30) calendar days. (*refer to paragraph Mobilization/Demobilization)	N/A	EA	1	N/A	N/A	\$ 4,300.00
B.	Cost of a per person Construction Crew including Motel/Per Diem**	N/A	DAY	1	N/A	N/A	\$ 1,584.00
C.	Mobilization and Demobilization(both) of a Survey Crew including all equipment on-site within thirty (30) calendar days (*refer to paragraph Mobilization/Demobilization)	N/A	EA	1	N/A	N/A	\$ 150.00
D.	Cost of a Survey Crew including per diem	N/A	HR	1	N/A	N/A	\$ 225.00
E.	Mobilization and Demobilization (both) of a 2-man Drilling Crew with equipment on-site within thirty (30) calendar days (*refer to paragraph Mobilization/Demobilization)	Class I - 1/3/4	EA	1	N/A	N/A	\$ 13,000.00
F.	Cost of a Drilling Crew (2-man) with equipment including Motel/Per Diem**	Class I - 1/3/4	DAY	1	N/A	N/A	\$ 3,560.00

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On-Call & Maint. Svcs for LFG Collection, Control and Compression Systems

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Unit Price Cost, including Motel/Per Diem, Materials (Pipe, rock, etc.), Drilling, Installation and Completion for Landfill Gas Collection Well in accordance with Plans and Specifications for							
G							
G-1	0-275 feet of gas wells	Class I: 1/3/4	VF	275	\$ 123.20	\$ 97.80	\$ 60,775.00
G-2	276-549 feet of gas wells	Class I: 1/3/4	VF	549	\$ 123.20	\$ 97.80	\$ 121,329.00
G-3	550-999 feet of gas wells	Class I: 1/3/4	VF	999	\$ 123.20	\$ 92.80	\$ 215,784.00
G-4	1000+ feet of gas wells	Class I: 1/3/4	VF	1,500	\$ 123.20	\$ 87.80	\$ 316,500.00
H	Delivery and Installation of one Orifice Plate Wellhead per Plans and Specifications	Class I: 2/4, 5/4	EA	1	\$ 1095.00	\$ 229.00	\$ 1,324.00
I	Delivery and Installation of HDPE Gas Extraction Lateral Pipe with 4-inch Condensate Foremain, 2-inch HDPE Air Supply Line, and Warning Tape in a common trench per Plans and Specifications.						
I-1	6-inch Lateral						
I-1.1	0-5 feet excavation	Class I: 5/3/4	FT	100	\$ 23.10	\$ 26.90	\$ 5,000.00
I-1.2	5-10 feet excavation	Class I: 5/3/4	FT	100	\$ 23.10	\$ 31.90	\$ 5,500.00
I-1.	>10 feet excavation	Class I: 5/3/4	FT	100	\$ 23.10	\$ 36.90	\$ 6,000.00
I-2	8-inch Lateral						
I-2.1	0-5 feet excavation	Class I: 5/3/4	FT	100	\$ 31.80	\$ 29.20	\$ 6,100.00
I-2.2	5-10 feet excavation	Class I: 5/3/4	FT	100	\$ 31.80	\$ 34.20	\$ 6,600.00
I-2.3	>10 feet excavation	Class I: 5/3/4	FT	100	\$ 31.80	\$ 39.20	\$ 7,100.00

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I-3	10-inch Lateral						
I-3.1	0-5 feet excavation	Class I: 5/3/4	FT	100	\$ <u>42.35</u>	\$ <u>34.65</u>	\$ <u>7,700.00</u>
I-3.2	5-10 feet excavation	Class I: 5/3/4	FT	100	\$ <u>42.35</u>	\$ <u>39.65</u>	\$ <u>8,200.00</u>
I-3.3	>10 feet excavation	Class I: 5/3/4	FT	100	\$ <u>42.35</u>	\$ <u>44.65</u>	\$ <u>8,700.00</u>
I-4	12-inch Lateral						
I-4.1	0-5 feet excavation	Class I: 5/3/4	FT	100	\$ <u>51.30</u>	\$ <u>34.70</u>	\$ <u>8,600.00</u>
I-4.2	5-10 feet excavation	Class I: 5/3/4	FT	100	\$ <u>51.30</u>	\$ <u>39.70</u>	\$ <u>9,100.00</u>
I-4.3	>10 feet excavation	Class I: 5/3/4	FT	100	\$ <u>51.30</u>	\$ <u>44.70</u>	\$ <u>9,600.00</u>
I-5	18-inch Header/Lateral						
I-5.1	0-5 feet excavation	Class I: 5/3/4	FT	100	\$ <u>78.50</u>	\$ <u>49.50</u>	\$ <u>12,800.00</u>
I-5.2	5-10 feet excavation	Class I: 5/3/4	FT	100	\$ <u>78.50</u>	\$ <u>54.50</u>	\$ <u>13,300.00</u>
I-5.3	>10 feet excavation	Class I: 5/3/4	FT	100	\$ <u>78.50</u>	\$ <u>59.50</u>	\$ <u>13,800.00</u>
I-6	24-inch Lateral						
I-6.1	0-5 feet excavation		FT	100	\$ <u>135.45</u>	\$ <u>59.55</u>	\$ <u>19,500.00</u>
I-6.2	5-10 feet excavation		FT	100	\$ <u>135.45</u>	\$ <u>64.55</u>	\$ <u>20,000.00</u>
I-6.3	>10 feet excavation		FT	100	\$ <u>135.45</u>	\$ <u>69.55</u>	\$ <u>20,500.00</u>

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On-Call & Maint. Svcs. For LFG Collection, Control and Compression Systems

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J	Delivery and Installation of a 4-inch HDPE Condensate Forcemain, 2-inch HDPE Air Supply Line, and Warning Tape in a common trench						
J-1	0-5 feet excavation	Class I 5/3/4	FT	200	\$ 10.60	\$ 20.40	\$ 6,200.00
J-2	5-10 feet excavation	Class I 5/3/4	FT	200	\$ 10.60	\$ 25.40	\$ 7,200.00
J-3	>10 feet excavation	Class I 5/3/4	FT	200	\$ 10.60	\$ 30.40	\$ 8,200.00
K	Delivery and Installation of a 2-inch HDPE Air Supply Line						
K-1	ABOVE GRADE	N/A	FT	200	\$ 5.00	\$ 6.00	\$ 2,200.00
K-2	0-5 feet excavation	Class I 5/3/4	FT	200	\$ 6.35	\$ 9.65	\$ 3,200.00
K-3	5-10 feet excavation	Class I 5/3/4	FT	200	\$ 6.35	\$ 14.65	\$ 4,200.00
K-4	>10 feet excavation	Class I 5/3/4	FT	200	\$ 6.35	\$ 19.65	\$ 5,200.00
L	Delivery and Installation of a 4-inch HDPE Condensate Forcemain OR Lateral						
L-1	ABOVE GRADE	N/A	FT	200	\$ 7.20	\$ 8.80	\$ 3,200.00
L-2	0-5 feet excavation	Class I 5/3/4	FT	200	\$ 8.50	\$ 15.50	\$ 4,800.00
L-3	5-10 feet excavation	Class I 5/3/4	FT	200	\$ 8.50	\$ 20.50	\$ 5,800.00
L-4	>10 feet excavation	Class I 5/3/4	FT	200	\$ 8.50	\$ 25.50	\$ 6,800.00
M	Delivery and Installation of 1 Control Valve per Plans and Specifications						
M-1	24-inch Valve	Class I 4/3/5	EA	1	\$ 20,805.00	\$ 5,765.00	\$ 26,570.00
M-2	18-inch Valve	Class I 4/3/5	EA	1	\$ 14,685.00	\$ 3,555.00	\$ 18,240.00

Bid No. 22-406/DL
On-Call & Maint. Svcs. For LFG Collection, Control and Compression Systems

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BID FORM

M-3	12-inch Valve	Class I 4/3/5	EA	1	<u>\$ 3,675.00</u>	<u>\$ 1,615.00</u>	<u>\$ 5,290.00</u>
M-4	10-inch Valve	Class I 4/3/5	EA	1	<u>\$ 2,980.00</u>	<u>\$ 1,545.00</u>	<u>\$ 4,525.00</u>
M-5	8-inch Valve	Class I 4/3/5	EA	1	<u>\$ 2,200.00</u>	<u>\$ 895.00</u>	<u>\$ 3,095.00</u>
M-6	6-inch Valve	Class I 4/3/5	EA	1	<u>\$ 1,805.00</u>	<u>\$ 895.00</u>	<u>\$ 2,700.00</u>
N	Delivery and Installation of a 6-inch HDPE perforated piping						
N-1	0-5 feet excavation	N/A	FT	200	<u>\$ 70.90</u>	<u>\$ 44.10</u>	<u>\$ 23,000.00</u>
N-2	5-10 feet excavation	N/A	FT	200	<u>\$ 70.90</u>	<u>\$ 49.10</u>	<u>\$ 24,000.00</u>
	>10 feet excavation	N/A	FT	200	<u>\$ 70.90</u>	<u>\$ 54.10</u>	<u>\$ 25,000.00</u>
O	Installation of one (1) dewatering pump and wellhead adaptor including connection of down-well piping, air supply fittings, and condensate forcemain attachments per Plans and Specifications	Class I 3/4, 5/5	EA	1	N/A	<u>\$ 1,150.00</u>	<u>\$ 1,150.00</u>
Dewatering pumps shall be billed at material cost plus 5%							
Pipes, fittings, and other materials associated with dewatering pump installation shall be billed at material cost plus 5%							
TOTAL GROUP 4 (ITEMS A THRU O – ALL INCLUSIVE):							<u>\$ 1,117,201.00</u>

TOTAL BID PRICE GROUPS 1 THRU 4:		<u>\$ 1,120,520.00</u>
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Bid No. 22-406/DL 00300-10
On-Call & Maint. Svcs For LFG Collection, Control and Compression Systems

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Bid No.: 22-406/DL
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MISCELLANEOUS - NOT CONSIDERED AS PART OF THE AWARD

MATERIALS/TOOLS AND EQUIPMENT MARKUP (NOT TO EXCEED 5%)	5 _____ %
SUBCONTRACTING MARKUP (NOT TO EXCEED 5%)	5 _____ %
* EMERGENCY MOBILIZATION WITHIN FIVE (5) CALENDAR DAYS:	\$ 3,500.00 /HOUR
** PREMIUM/HOLIDAY RATES:	\$ 277.00 /HOUR

Bid No.: 22-406/DL
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Bid No.: 22-406/DL
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EXHIBIT "B"

SECTION 00300
BID FORM

SCHEDULE NO. 1

Equal Business Opportunity Office
Small/Minority/Women Business Enterprise Subcontractor/Supplier Participation Schedule

DATE 3/31/22

SOLICITATION INFORMATION

Contract #:	Bid No. 22-406/DL		
Project Name:	On-Call and maintenance for Landfill Gas Collection, Control, and Compression Systems	Project Start Date:	June 2, 2022
Project Location:	Solid Waste Authority of Palm Beach County		
Bidder/Proposer:	Stearns, Conrad and Schmidt Consulting Engineers, Inc. dba SCS Field Services		
Address:	1900 Northwest Corporate Blvd, Suite E300, Boca Raton, FL 33431		
Contact Person:	Guy F. Lewis	Email Address:	glewis@scsengineers.com
		Phone #:	703-517-5594

ORGANIZATION STATUS

Business Association	Business Name	Type of Work to be Performed	NIGP Code	Certification Type	% of Work	\$ Amount
Prime Bidder/Proposer	SCS Field Services	Prime Contractor	98846	N/A	94 %	\$ 1,053,288.00
S/M/WBE Subcontractor	Utility Supply Associates, Inc.	Piping, Fittings, etc.	65860, 65979	SBE	5 %	\$ 56,026.00
S/M/WBE Subcontractor	Ritzel Mason, Inc.	Surveying	92033, 92586, 96291	SBE	1 %	\$ 11,206.00
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
SUB-TOTAL PARTICIPATION %:					%	100
SUB-TOTAL CONTRACT AMOUNT:						\$ 1,120,520.00

Bid No.: 22-406/DL
On-Call & Maint. Svcs for LFG Collection, Control & Compression Systems

BIDDER/PROPOSER SIGNATURE

The listing of S/M/WBE(s) shall constitute a representation by the Bidder/Proposer to the Authority that the Bidder/Proposer believes such S/M/WBE(s) to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified.

By executing this form, I hereby certify to all that I have full legal authority to execute this document on behalf of the companies mentioned above, and that my signature is specifically being relied on as such for all purposes related to this solicitation, including any resulting contract award. I understand that if this certification is determined to be incorrect for any reason, that my response to this solicitation may be deemed non-responsive or I may be subject to any applicable penalties/sanctions set forth in Section (6) of the Authority's Purchasing Manual or applicable law.

	3/31/22	
Bidder/Proposer Signature	Name & Title (Print)	Date
Bid No.: 22-406/DL On-Call & Maint. Svcs. For LFG Collection, Control and Compression Systems	00300-17	Bid Issue February 2022

Use to list additional subcontractors

ORGANIZATION STATUS						
Business Association	Business Name	Type of Work to be Performed	NIGP Code	Certification Type	% of Work	\$ Amount
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
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Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
Non S/M/WBE Subcontractor					%	\$
TOTAL PARTICIPATION %:					100%	
TOTAL CONTRACT AMOUNT:					\$	

Bid No.: 22-406/DL
On-Call & Maint. Svcs. For LFG Collection, Control and Compression Systems

Bid No.: 22-406/DL
On-Call & Maint. Svcs. For LFG Collection, Control and Compression Systems

00300-18

Bid Issue
February 2022

SECTION 00300
BID FORM

SCHEDULE NO.: 2

Equal Business Opportunity Office
Statement Of Intent To Perform As An S/M/WBE Subcontractor/Supplier

SOLICITATION #: 22-406/DL

CONTRACT #: 22-406

A signed Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor form must be completed by the Bidder and owner or authorized principal of each S/M/WBE firm listed in the S/M/WBE Subcontractor Participation Schedule.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor in accordance with the Solid Waste Authority of Palm Beach County's Equal Business Opportunity Program Policy: Yes No

Ritzel-Mason, Inc. (Name of S/M/WBE Subcontractor/Supplier) agrees to perform work on the above contract as a (check one):

Individual Partnership Corporation Other

The S/M/WBE subcontractor will enter into a formal agreement with Stearns, Conrad and Schmidt Consulting Engineers, Inc. (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with the Authority.

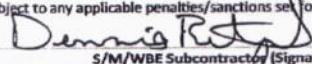
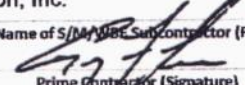
DESCRIPTION OF WORK TO BE PERFORMED & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Agreed Upon Price	% of Work
1	Surveying Services	\$ T&M	1 %
2		\$	%
3		\$	%
4		\$	%
TOTAL VALUE OF WORK		\$	1 %

S/M/WBE SUBCONTRACTOR/SUPPLIER SIGNATURE

By executing this form, I hereby certify to all that I have full legal authority to execute this document on behalf of the companies mentioned above, and that my signature is specifically being relied on as such for all purposes related to this solicitation, including any resulting contract award. I understand that if this certification is determined to be incorrect for any reason, that my response to this solicitation may be deemed non-responsive or I may be subject to any applicable penalties/sanctions set forth in Section (6) of the Authority's Purchasing Manual or applicable law.

 S/M/WBE Subcontractor (Signature)	Vice President Title
Ritzel-Mason, Inc. Name of S/M/WBE Subcontractor (Print)	3/29/2022 Date
 Prime Contractor (Signature)	Guy F. Lewis, Vice President Title
Stearns, Conrad and Schmidt, Consulting Engineers, Inc. dba SCS Field Services Prime Contractor (Print)	3/30/22 Date

Bid No.: 22-406/DL
On-Call & Maint. Svcs. For LFG Collection, Control and Compression Systems

00300-19

Bid Issue
February 2022

Bid N
On-Ce



**Office of
Equal Business Opportunity**
50 South Military Trail, Suite 202
West Palm Beach, FL 33415
(561) 616-6840
www.pbcgov.com/oebo



**Palm Beach County
Board of County
Commissioners**

Robert S. Weinroth, Mayor

Gregg K. Weiss, Vice Mayor

Maria G. Marino

Dave Kerner

Maria Sachs

Melissa McKinlay

Mack Bernard

County Administrator

Verdenia C. Baker

Bid No.:
On-Call &

*"An Equal Opportunity
Affirmative Action Employer"*

Official Electronic Letterhead

March 11, 2022

Ritzel Mason, Inc.
Attention: Dennis Ritzel
5119 Beechwood Rd
Delray Beach, FL 33484

Dear Mr. Ritzel:

The Palm Beach County Office of Equal Business Opportunity (OEBO) has completed its review of your application and documents and is pleased to announce that your firm has been re-certified for:

- **92033 - Mapping Services, Digitized, Cartography**
- **92586 - Surveyor Services, Land**
- **96291 - Utility Locator Service (Underground)**

as a Small Business Enterprise (SBE) for three (3) years, expiring **April 09, 2025**. You will not receive Small Business Enterprise (SBE) consideration if you bid in another area. Enclosed is your certificate.

Your firm shall be subject to the provisions of the Palm Beach County Purchasing Ordinance and all State and Federal laws relating to the transaction of business.

This certification entitles you to participate in contracting opportunities when the products and services offered by your firm are being considered for bid. As an additional service to your firm, you will be included in the Palm Beach County Directory of certified S/M/WBE firms. If you wish to have your firm's listing changed, please contact our office at (561) 616-6840.

Your company's certification is subject to periodic review to verify your continued eligibility. Any changes you report to any County Department/Division must also be reported to OEBO. Your company name and vendor code must be the same in both Purchasing and OEBO. Failure to maintain your firm in accordance with S/M/WBE requirements contained in the Palm Beach County Code or failure to report changes in the status of your firm may result in your firm being decertified. Remember, whenever you respond to a County bid you must do so under the name of **Ritzel Mason, Inc.** with vendor code **VS0000011925**.

Sincerely,

Angela Smith,
Small Business Development Specialist III

**Palm Beach County
Office of Equal Business Opportunity**

Certifies That

Ritzel Mason, Inc.

Vendor # **VS0000011925**

*is a Small Business Enterprise (SBE) as prescribed by section 2-80.21 - 2.80.30 of
the Palm Beach County Code for a three year period from
April 10, 2022 to April 09, 2025*

The following services and/or products are covered under this certification:
**Mapping Services, Digitized, Cartography; Surveyor Services, Land; Utility Locator Service
(Underground)**


Allen Gray, Manager
03/09/2022



Palm Beach County Board of County Commissioners

Robert S. Weinroth, Mayor
Gregg K. Weiss, Vice Mayor
Maria G. Marino
Dave Kerner
Maria Sachs
Melissa McKinlay
Mack Bernard

County Administrator
Verdenia C. Baker

SECTION 00300
BID FORM

SCHEDULE NO.: 2

Equal Business Opportunity Office
Statement Of Intent To Perform As An S/M/WBE Subcontractor/Supplier

SOLICITATION #: 22-406/DL

CONTRACT #: 22-406

A signed Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor form must be completed by the Bidder and owner or authorized principal of each S/M/WBE firm listed in the S/M/WBE Subcontractor Participation Schedule.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor in accordance with the Solid Waste Authority of Palm Beach County's Equal Business Opportunity Program Policy: Yes No
Utility Supply Associates, Inc. (Name of S/M/WBE Subcontractor/Supplier) agrees to perform work on the above contract as a (check one):

Individual Partnership Corporation Other
The S/M/WBE subcontractor will enter into a formal agreement with Stearns, Conrad and Schmidt Consulting Engineers, Inc. (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with the Authority.

DESCRIPTION OF WORK TO BE PERFORMED & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Agreed Upon Price	% of Work
1	Piping, Fittings, etc.	\$ to be determined	5 %
2		\$	%
3		\$	%
4		\$	%
TOTAL VALUE OF WORK		\$	5 %

S/M/WBE SUBCONTRACTOR/SUPPLIER SIGNATURE

By executing this form, I hereby certify to all that I have full legal authority to execute this document on behalf of the companies mentioned above, and that my signature is specifically being relied on as such for all purposes related to this solicitation, including any resulting contract award. I understand that if this certification is determined to be incorrect for any reason, that my response to this solicitation may be deemed non-responsive or I may be subject to any applicable penalties/sanctions set forth in Section (5) of the Authority's Purchasing Manual or applicable law.


S/M/WBE Subcontractor (Signature)

William Potts
Name of S/M/WBE Subcontractor (Print)


Prime Contractor (Signature)

Stearns, Conrad and Schmidt Consulting Engineers, Inc.
dba SCS Field Services Prime Contractor (Print)

SECRETARY TREASURER DIRECTOR
Title

3-16-2022
Date

Guy F. Lewis, Vice President
Title

3/30/22
Date

Bid No.:
On-Call &

Bid No.: 22-406/DL 00300-19
On-Call & Maint. Svcs. For LFG Collection Control and Compression Systems

Bid Issue
February 2022

**Palm Beach County
Office of Equal Business Opportunity**

Certifies That

Utility Supply Associates, Inc.

Vendor #VC0000125844

*is a Small Business Enterprise as prescribed by section 2-80.20 – 2-80.40 of the Palm Beach
County Code for a three year period from*

August 22, 2019 to August 21, 2022

The following Services and/or Products are covered under this certification:

Meter Boxes and Concrete Pull Boxes; Boxes, Ground, Reinforced Polymer Concrete; Gaskets, Meter, Paper Fiber; Gaskets, Meter, Rubber Composition; Bolts, T-Head; Pipe, Ductile Iron; Pipe, PVC (Polyvinyl Chloride); Bends, Ductile Iron, Mech. Joint; Caps, Ductile Iron, Mech. Joint End; Couplings, Brass, Straight; Couplings, Brass, Meter; Glands Follower, Ductile Iron, Mechanical Joint; Glands, Retainer, Ductile Iron, Mechanical Joint; Saddles, Service, L.P.S., F.L.P.; Sleeves, Ductile or Gray Iron, Mechanical Joint; Tubing Fittings (Brass, Bronze, and Copper); Tubing Fittings (Plastic, PVC); Tees, Ductile Iron, Mechanical Joint; Fittings, Pipe, Ductile Iron, Gaskets; Cement, PVC; Cleaners, PVC Pipe and Conduit, Clear, In Screw-On, Cans, Brush-Top; Bolts, Water Pipe, Mechanical Joint Access W/Nut; Clamps, Pipe Repair Full Circle, Stainless Steel, for Asbestos; Clamps, Pipe Repair, Full Circle, Stainless Steel/Cast Iron; Corporation Stops; Curb Stops, Including Parts & Accessories; Valves, Brass and Copper Valves, Bronze: Angle, Ball, Check, Gate, Globe, etc.; Valves, Iron Body: Angle, Check, Gate, Globe, etc.; Valves, Plastic: Ball, Check, Diaphragm, Globe, etc.; Valves, Air Release; Frames & Cover Sets, Manhole; Meter Boxes, Meter Vaults, and Valve Boxes; Boxes, Valve, Cast Iron & Parts

Palm Beach County Board of County Commissioners

Mack Bernard, Mayor
Dave Kerner, Vice Mayor
Hal Valeche
Greg K. Weiss
Robert S. Weirath
Mary Lou Berger
Melissa McKinlay

County Administrator
Vordena C. Baker


Allen F. Gray, Manager

August 2, 2019



EXHIBIT "C"

SECTION 00300 BID FORM						
SCHEDULE NO.: 4 – FORM TO BE SUBMITTED POST-AWARD						
Change To Utilization Plan						
SOLICITATION INFORMATION						
Instructions: List all changes in the use of certified or non-certified Subcontractors/Suppliers in relation to the Prime Contractor's original Utilization Plan or latest Change to Utilization Plan approved by the Equal Business Opportunity (EBO) Office for the contract listed below.						
Name of Prime Contractor: _____						
Contract Name: _____						
ORGANIZATION STATUS						
All sections of the following table must be completed.						
Role	Name of Firm	Certifications (S/M/WBE)	New*/Remove*/Change Value	Estimated Total Contract Value (\$)	NIGP Code (5-Digit)	Start Date (New Sub Only)
SUB				\$		
SUB				\$		
SUB				\$		
SUB				\$		
SUB				\$		
<small>**IF A NEW FIRM IS ADDED TO THE CONTRACT, ENSURE THEY ARE REGISTERED AS A VENDOR WITH THE AUTHORITY. IF REMOVING/REDUCING THE DOLLAR VALUE FOR A FIRM, ATTACH DOCUMENTATION ESTABLISHING THAT THE FIRM WAS NOTIFIED AND EVIDENCE OF JUSTIFICATION FOR REQUEST. Note: If the Subcontractor changes listed on this document result in not meeting the subcontracting goal for this contract, you will be contacted by the EBO Office for further action.</small>						
JUSTIFICATION FOR ALL CHANGES TO UTILIZATION						
BIDDER/PROPOSER SIGNATURE						
<small>By executing this form, I hereby certify to all that I have full legal authority to execute this document on behalf of the companies mentioned above, and that my signature is specifically being relied on as such for all purposes related to this solicitation, including any resulting contract award. I understand that if this certification is determined to be incorrect for any reason, that my response to this solicitation may be deemed non-responsive or I may be subject to any applicable penalties/sanctions set forth in Section (6) of the Authority's Purchasing Manual or applicable law.</small>						
Prime Contractor's Authorized Agent			Name (Print)		Date	
_____			_____		_____	
Equal Business Opportunity Office			Sign & Date		Approved/Denied	
_____			_____		_____	
Bid No. 22-406/DL			00300-26		Bid Issue	
On-Call & Maint. Svcs For LFG Collection, Control and Compression Systems					February 2022	

EXHIBIT "D"

SCHEDULE NO.: 5 - FORM TO BE SUBMITTED POST-AWARD
Post-Award Vendor Subcontracting Waiver Request

DATE: _____

CONTRACT INFORMATION				
Contract Title:				
Contract #:				
Prime Contractor:				
Contact Person:	Phone #:	Email:		
RATIONALE FOR WAIVER				
The purpose of this waiver is to specify the good faith efforts made in meeting the required subcontracting goal(s) for this project. The prime contractor is required to submit a change to the Utilization Plan (if not previously submitted) with this Post-Award Vendor Subcontracting Waiver Request form.				
1a. Select the statement below that best explains why the required subcontracting goal(s) were not met. (Check all that apply)				
<input type="checkbox"/>	The Authority issued a change order that limited subcontracting opportunities of the scope of work causing the subcontracting goal(s) to not be met.			
<input type="checkbox"/>	The Authority issued a change order that required expedited completion of the scope of work, causing the subcontracting goal(s) to not be met.			
<input type="checkbox"/>	The S/M/WBE previously selected for utilization is not available to perform the scope of services and could not be replaced with another S/M/WBE that could perform the scope of work.			
<input type="checkbox"/>	The S/M/WBE previously selected for utilization is no longer certified in accordance with the Economic Inclusion Policy and Procedures, and could not be replaced with another S/M/WBE that could perform the scope of work.			
<input type="checkbox"/>	There were other issue(s) that resulted in the subcontracting goal(s) not being met.			

SECTION 00500
FORM OF CONTRACT

SECTION 00300
BID FORM

1b. In the box below, please provide further detail for each statement selected above.

--

2. List and explain all communication efforts between your firm and each potential S/M/WBE subcontractor related to participation on this contract. Attach all supporting documentation (e.g. emails, call logs, and faxes) to verify communication. In addition, provide response(s) from the S/M/WBE subcontractor(s); attach additional page, if necessary.

--

3a. Select the statement that best describes other good faith efforts made: (Check all that apply)

<input type="checkbox"/>	Helped a vendor become a certified S/M/WBE so they could become a subcontractor on the project.
<input type="checkbox"/>	Offered joint check services or bonding assistance for lines of credit to S/M/WBE subcontractors
<input type="checkbox"/>	Advertised and contacted certified firms using S/M/WBE Certification lists from the website, trade organizations, professional organizations, and others
<input type="checkbox"/>	Other:
<input type="checkbox"/>	N/A - No Good Faith Effort attempted

Bid No.: 22-406/DL
On-Call & Maint. Svcs. For LFG Collection, Control and Compression Systems

00300-28

Bid Issue
February 2022

Bid No.: 22-406/DL
On-Call & Maint. Svcs for LFG Collection, Control & Compression Systems

00500-35

Bid Issue
February 2022

SECTION 00500
FORM OF CONTRACT

SECTION 00300
BID FORM

3b. In the box below, please provide further details for each statement selected above and attached supporting documentation.

AFFIRMATION

By executing this form, I hereby certify to all that I have full legal authority to execute this document on behalf of the companies mentioned above, and that my signature is specifically being relied on as such for all purposes related to this solicitation, including any resulting contract award. I understand that if this certification is determined to be incorrect for any reason, that my response to this solicitation may be deemed non-responsive or I may be subject to any applicable penalties/sanctions set forth in Section (6) of the Authority's Purchasing Manual or applicable law.

Signature _____ Name & Title (Print) _____

FOR EBO USE ONLY

Signature	Waiver Status:	<input type="checkbox"/> Approved
		<input type="checkbox"/> Denied
Name & Title (Print)	Date:	

Bid No.: 22-406/DL
On-Call & Maint. Svcs for LFG Collection, Control and Compression Systems

00300-29

Bid Issue
February 2022