



## VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS  
501 U.S. HIGHWAY 1

THURSDAY, MAY 12, 2022  
7:00 PM

Deborah Searcy  
Mayor

David B. Norris  
Vice Mayor

Susan Bickel  
President Pro Tem

Darryl C. Aubrey  
Councilmember

Mark Mullinix  
Councilmember

Andrew D. Lukasik  
Village Manager

Leonard G. Rubin  
Village Attorney

Jessica Green  
Village Clerk

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### INSTRUCTIONS TO JOIN MEETING ELECTRONICALLY

To join meeting by computer (video & audio) click or type the following link in address bar:

<https://us02web.zoom.us/j/88067139671?pwd=RjlWdHhRQkJaRHVVdkFjQWkyR09Td309>

**Meeting ID:** 880 6713 9671

**Passcode:** 500937

To join meeting by phone (voice only):

877 853 5257 US Toll-free

888 475 4499 US Toll-free

**Meeting ID:** 880 6713 9671

**Passcode:** 500937

## ROLL CALL

**INVOCATION – Denise Behr, Chaplain for North Palm Beach Police and Fire Department**

**PLEDGE OF ALLEGIANCE - VICE MAYOR**

## AWARDS AND RECOGNITION

1. Proclamation - Asian American and Pacific Islander Heritage Month

## APPROVAL OF MINUTES

2. Minutes of Regular Session held April 28, 2022

## COUNCIL BUSINESS MATTERS

### STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

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

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

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

### DECLARATION OF EX PARTE COMMUNICATIONS

### PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

3. **1ST READING OF ORDINANCE 2022-11 – CODE AMENDMENT – UTILITY TRAILERS PARKING REGULATIONS** Consider a motion to adopt on first reading Ordinance 2022-11 amending Article III, "Stopping, Standing and Parking," of Chapter 18, "Motor Vehicles and Traffic," of the Village Code of Ordinances by amending Section 18-33, "Definitions," and Section 18-34, "Parking Restricted," to regulate the parking of utility trailers in residential zoning districts.
4. **PUBLIC HEARING AND 2ND READING OF 2022-10 – CODE AMENDMENT – DEFINITION OF DWELLING UNIT** Consider a motion to adopt and enact on second reading Ordinance 2022-10 amending Article I, "In General," of Appendix C (Chapter 45) of the Village Code of Ordinances by amending Section 45-2, "Definitions," to modify the definition of the term dwelling unit.

### CONSENT AGENDA

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

5. **RESOLUTION** – Approving a proposal from Brightview Golf Maintenance, Inc. for the purchase and installation of an irrigation pipe at the North Palm Beach Country Club Golf Course at a total cost of \$66,268.78, authorizing execution of the Contract and waiving the Village's purchasing policies and procedures.
6. **RESOLUTION** – Approving an Amendment to the Contract with Brightview Golf Maintenance, Inc. for pond repair and stabilization at the North Palm Beach Country Club Golf Course to increase the scope of the project by 250 linear feet at an additional cost of \$22,469.25 bringing the total cost to \$117,554; and authorizing execution of the Amendment.
7. **RESOLUTION** – Approving an Agreement with Thompson Consulting Services, LLC for Disaster Debris Management and Support Services; and authorizing execution of the Agreement.

- 8. **RESOLUTION** – Approving a proposal from M & M Asphalt Maintenance, Inc. d/b/a All County Paving for the renovation of the Osborne Park basketball court at a total cost of \$29,997; authorizing execution of the Contract and authorizing a Budget Amendment to the Recreation Grant Fund to facilitate the purchase.
- 9. Receive for file Minutes of the General Employees Pension Board meeting held 2/1/22.
- 10. Receive for file Minutes of the Police & Fire Pension Board meeting held 2/8/22.
- 11. Receive for file Minutes of the Environmental Committee meeting held 4/11/22.
- 12. Receive for file Minutes of the Recreation Advisory Board meeting held 4/12/22.
- 13. Receive for file Minutes of the Business Advisory Board meeting held 4/19/22.

#### **OTHER VILLAGE BUSINESS MATTERS**

- 14. **RESOLUTION – STORMWATER MASTER PLAN MODELING AND DESIGN IMPLEMENTATION SERVICES** Consider a motion to adopt a resolution approving a Consulting Services Contract with Hazen and Sawyer, P.C. for Stormwater Master Plan Modeling and Design Implementation Services at a total cost not to exceed \$187,980; and authorizing execution of the Contract.
- 15. **RESOLUTION – INTERLOCAL AGREEMENT FOR SUMMER CAMP SERVICES** Approving an Interlocal Agreement with the Town of Lake Park pertaining to the Village's Summer Camp Program; and authorizing execution of the Agreement.

#### **COUNCIL AND ADMINISTRATION MATTERS**

##### **MAYOR AND COUNCIL MATTERS/REPORTS**

##### **VILLAGE MANAGER MATTERS/REPORTS**

#### **REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)**

#### **ADJOURNMENT**

If a person decides to appeal any decision by the Village Council with respect to any matter considered at the Village Council meeting, he will need a record of the proceedings, and for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105).

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

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



***DRAFT MINUTES OF THE REGULAR SESSION***  
**VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA**  
**APRIL 28, 2022**

Present:

Deborah Searcy, Mayor  
David B. Norris, Vice Mayor  
Susan Bickel, President Pro Tem  
Darryl C. Aubrey, Sc.D., Councilmember  
Mark Mullinix, Councilmember  
Andrew D. Lukasik, Village Manager  
Len Rubin, Village Attorney  
Jessica Green, Village Clerk

ROLL CALL

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

INVOCATION AND PLEDGE OF ALLEGIANCE

Mayor Searcy announced that it was International Holocaust Remembrance Day and that she invited Rabbi Leib Ezagui from the Jewish Community Synagogue to give the invocation.

Rabbi Ezagui gave the invocation and Vice Mayor Norris led the public in the Pledge.

APPROVAL OF MINUTES

The Minutes of the Regular Session held April 14, 2022 were approved as written.

AWARDS AND RECOGNITION

Mayor Searcy presented a Proclamation for Municipal Clerks Week to Village Clerk Jessica Green.

STATEMENTS FROM THE PUBLIC

These residents addressed the Council with their concerns regarding the proposed 200 Yacht Club Drive Planned Unit Development:

Deborah Cross, 2560 Pepperwood Circle S	William Rose, 36 Yacht Club Drive
Carolyn Liss, 52 Yacht Club Drive	Frank Rendulic, 36 Yacht Club Drive
Anthony Sacco, 45 Yacht Club Drive	Jean Smith, 28 Yacht Club Drive
Bob Starkie, 36 Yacht Club Drive	Donna Harshaw, 143 Yacht Club Drive
Pat Kelley, 37 Yacht Club Drive	Nikki Colangelo, 45 Yacht Club Drive
Susan Hoff, 907 Marina Drive, #301	

STATEMENTS FROM THE PUBLIC *continued*

Deborah Cross, 2560 Pepperwood Circle S, recommended trees, vegetation and better drainage along U.S. Highway 1 when it is redesigned to be more pedestrian friendly.

Kathie and Mike Kainec, 916 Evergreen Drive, expressed their concerns regarding a fencing issue that they have had with their neighbor.

INTERVIEWS OF ADVISORY BOARD APPLICANTS

The following persons were interviewed by the Village Council:

Brian Bartels	Kathleen Porter
Valerie Hannah	Megan Sease
Lauren Hopkins	Michael Weild
Karen O'Connell	

RESOLUTION 2022-30 – APPOINTING MEMBERS TO VILLAGE BOARDS

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

Environmental Committee: Lisa Interlandi, Karen Marcus and Kendra Zellner.

Golf Advisory Board: Sandra Felis, Rich Pizzolato and Orlando Puyol.

Library Advisory Board: Tina Chippas, Carolyn Kost and Leslie Metz.

Planning Commission: Tom Hogarth and Nathan Kennedy.

Recreation Advisory Board: Rita Budnyk and Stephen Heiman.

Waterways Board: Paul Bartlett, Bruce Crawford, Bill Hipple and Jerry Sullivan.

The Council reappointed members to Village Boards as follows:

Audit Committee: Tom Andres, Tom Magill, Suzanne Mehregan and David Talley.

Thereafter, the names of those appointed and reappointed were entered into Resolution 2022-30.

A motion was made by Councilmember Aubrey and seconded by Vice Mayor Norris to adopt Resolution 2022-30 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPOINTING MEMBERS TO THE AUDIT COMMITTEE, ENVIRONMENTAL COMMITTEE, GOLF ADVISORY BOARD, LIBRARY ADVISORY BOARD, PLANNING COMMISSION, RECREATION ADVISORY BOARD, WATERWAYS BOARD; AND PROVIDING FOR AN EFFECTIVE DATE.

Discussion ensued between Councilmembers regarding the Advisory Board appointment process and the necessity to review and consider making changes to the process.

Mr. Lukasik stated that staff would come back to Council with different strategies to change the Advisory Board Appointment process.

RESOLUTION 2022-30 – APPOINTING MEMBERS TO VILLAGE BOARDS *continued*

Mayor Searcy thanked those who currently serve on Village Boards and those who volunteered to serve.

Thereafter, the motion to adopt Resolution 2022-30 passed unanimously.

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

ORDINANCE 2022-10 CODE AMENDMENT – DEFINITION OF DWELLING UNIT

A motion was made by Councilmember Aubrey and seconded by Vice Mayor Norris to adopt on first reading Ordinance 2022-10 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE I, “IN GENERAL,” OF APPENDIX C (CHAPTER 45) OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 45-2, “DEFINITIONS,” TO MODIFY THE DEFINITION OF THE TERM DWELLING UNIT; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

These residents expressed their support of adopting Ordinance 2022-10 Code Amendment – Definition of Dwelling Unit:

Nikki Colangelo, 45 Yacht Club Drive  
Pat Kelley, 37 Yacht Club Drive  
Deborah Cross, 2560 Pepperwood Circle S

Thereafter the motion to adopt Ordinance 2022-10 on first reading passed unanimously.

ORDINANCE 2022-08 GENERAL FUND BUDGET AMENDMENT

A motion was made by President Pro Tem Bickel and seconded by Councilmember Mullinix to adopt and enact on second reading Ordinance 2022-08 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING THE ADOPTED GENERAL FUND BUDGET FOR FISCAL YEAR 2022 TO CLASSIFY THE TOTAL AMOUNT FINANCED FOR VILLAGE VEHICLES AS CAPITAL OUTLAY AND TO TRANSFER NET INCOME FROM THE GENERAL FUND UNASSIGNED FUND BALANCE TO THE CAPITAL IMPROVEMENT PLAN FUND; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lukasik explained the purpose of the ordinance was to approve a budget amendment for approved vehicle financing agreements and the use of NET income in the General Fund for capital improvements. The budget amendment would record the lease agreements as capital outlay and would solidify the direction of Council to use NET income from Fiscal Year 2021 and bring it into the current Fiscal Year to use for certain capital improvements.

Mayor Searcy opened the public hearing.

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

ORDINANCE 2022-08 GENERAL FUND BUDGET AMENDMENT *continued*

Thereafter the motion to adopt and enact Ordinance 2022-08 on second reading passed unanimously.

ORDINANCE 2022-09 CODE AMENDMENT – RESIDENTIAL ZONING REGULATIONS

A motion was made by President Pro Tem Bickel and seconded by Councilmember Aubrey to adopt and enact on second reading Ordinance 2022-09 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, IMPLEMENTING THE RECOMMENDATIONS OF THE AD HOC COMMITTEE; AMENDING ARTICLE V, “STORMWATER MANAGEMENT,” OF CHAPTER 21, “PLANNING AND DEVELOPMENT,” BY AMENDING SECTION 21-67, “POST DEVELOPMENT RUNOFF RATES, VOLUMES AND POLLUTANT LOADS,” TO IMPOSE SPECIFIC REQUIREMENTS APPLICABLE TO POSTDEVELOPMENT RUNOFF AND AMENDING SECTION 21-70, “WATER QUALITY,” TO PROVIDE STANDARDS FOR CONSTRUCTION SITE RUNOFF; AMENDING ARTICLE I, “IN GENERAL,” AND ARTICLE III, “DISTRICT REGULATIONS,” OF APPENDIX C (CHAPTER 45) BY AMENDING SECTION 45-2, “DEFINITIONS,” TO DEFINE THE TERMS AVERAGE ELEVATION AND LANDSCAPED AREA AND SECTION 45-27, “R-1 SINGLE-FAMILY DWELLING DISTRICT,” TO REGULATE THE HEIGHT OF TWO-STORY STRUCTURES, REQUIRE A MINIMUM LANDSCAPED AREA, AND LIMIT THE WIDTH OF DRIVEWAYS IN SWALE AREAS; EXTENDING THE ZONING IN PROGRESS RELATING TO SECOND-STORY FLOOR AREA FOR AN ADDITIONAL SIX MONTHS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Community Development Director Jeremy Hubsch stated that the ordinance was passed on first reading with revisions. The revisions have been made and staff was recommending an additional revision of striking Section 21-67 “Postdevelopment runoff rates, volumes and pollutant loads” from the ordinance. The section would be revisited by the Ad Hoc Residential Code Committee during phase two of revisions to the code. Mr. Hubsch discussed and explained all of the revisions that were made to the ordinance.

Discussion ensued between Council, Attorney Rubin and Mr. Hubsch regarding the proposed additional revisions to the ordinance.

Thereafter the motion to adopt and enact on second reading Ordinance 2022-09 as amended passed unanimously.

CONSENT AGENDA APPROVED

Councilmember Mullinix moved to approve the Consent Agenda. President Pro Tem Bickel seconded the motion, which passed unanimously. The following items were approved with all present voting aye:

Resolution approving an Interlocal Agreement with Palm Beach County for the use of grant funds for Emergency Medical Services Equipment at a total cost of \$3,702.50; and authorizing execution of the Agreement.

Resolution declaring eight Kubota Solid Waste Collection vehicles as surplus property and authorizing their disposal.

CONSENT AGENDA APPROVED *continued*

Resolution approving a proposal from Engenuity Group, Inc. for professional engineering services associated for development of two conceptual designs for the reconstruction of the Lighthouse Drive Bridge at a total cost of \$91,288; authorizing execution of all required document; and authorizing a budget amendment to fund the purchase.

Receive for file Minutes of the Golf Advisory Board meeting held 3/21/22.

MOTION – Appointment of Auditor Selection Committee and appointment of member of Village Council to serve on and Chair the Auditor Selection Committee.

A motion was made by President Pro Tem Bickel and seconded by Vice Mayor Norris to appoint the Audit Committee as Auditor Selection Committee and to appoint Councilmember Aubrey to serve on and Chair the Auditor Selection Committee.

Thereafter the motion passed unanimously.

RESOLUTION 2022-34 – VILLAGE HALL CHILLER PURCHASE

A motion was made by President Pro Tem Bickel and seconded by Councilmember Mullinix to adopt Resolution 2022-34 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING THE PURCHASE OF A NEW CHILLER AND AIR HANDLER FROM CARRIER CORPORATION FOR VILLAGE HALL PURSUANT TO PRICING ESTABLISHED IN AN EXISTING SOURCEWELL COOPERATIVE PURCHASING AGREEMENT; APPROVING A BUDGET AMENDMENT TO TRANSFER \$203,868 FROM THE CAPITAL RESERVE ACCOUNT TO THE VILLAGE HALL – MACHINERY AND EQUIPMENT CAPITAL ACCOUNT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Assistant Public Works Director Chad Girard explained that the current chiller at Village Hall was ten (10) years old and at the end of its life. Staff was recommending the purchase of a new chiller and air handler from Carrier Corporation. The chiller would come with a ten (10) year parts and labor warranty.

Councilmember Mullinix asked if there were any other bids or proposals for the new chiller.

Mr. Girard stated that they received a quote from Ford Mechanical that came to within \$1000 of the Carrier proposal but it did not come with a piggyback contract option or a ten (10) year warranty.

Councilmember Mullinix requested that other quotes be included in the agenda items so that comparisons in costs could be reviewed and considered.

Thereafter, the motion to adopt Resolution 2022-34 passed unanimously.

**RESOLUTION 2022-35 – ANCHORAGE PARK PLAYGROUND EQUIPMENT REPLACEMENT**

A motion was made by Councilmember Mullinix and seconded by Vice Mayor Norris to adopt Resolution 2022-35 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A PROPOSAL FROM ADVANCED RECREATIONAL CONCEPTS, LLC FOR THE PURCHASE OF NEW PLAYGROUND EQUIPMENT FOR ANCHORAGE PARK AND APPROVING A PROPOSAL FROM PLAY SPACE SERVICES, INC. FOR THE REMOVAL AND DISPOSAL OF THE EXISTING EQUIPMENT AND THE INSTALLATION OF NEW EQUIPMENT PURSUANT TO PRICING ESTABLISHED IN AN EXISTING CLAY COUNTY CONTRACT; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE CONTRACTS FOR SUCH SERVICES; APPROVING A BUDGET AMENDMENT TO TRANSFER FUNDS FROM THE CAPITAL IMPROVEMENT FUND TO FACILITATE THE PURCHASE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Director of Leisure Services Zak Sherman discussed and explained the proposed plans and design of the new Anchorage Park playground. Mr. Sherman showed renderings of the proposed playground for Council’s viewing. Mr. Sherman explained the different features of the proposed playground. Mr. Sherman explained that the Village was approved for a \$400,000 State of Florida Departmental Protection Land and Water Conservation Fund Grant for the playground replacement. The grant required a one-to-one match of \$200,000. Through the use of FY 2021 Net Income to the Capital Projects Fund, the Village’s contribution would be increased and the total project budget would be increased to \$450,000 which would provide a playground with greater shade and amenities.

Deborah Cross, 2560 Pepperwood Circle S, expressed her concerns and asked for clarification regarding the installation of the playground.

Stephen Poh, Superintendent of Parks and Recreation stated that any damages to the park during installation would be covered.

Discussion ensued between Council and staff regarding the timing of installation for the playground.

Thereafter, the motion to adopt Resolution 2022-35 passed unanimously.

Mayor Searcy distributed to Council a survey that was given to residents that asked “What do you love best about living in North Palm Beach”? Mayor Searcy stated that some of the most loved items that came out of the survey were safety, small town and community.

**DISCUSSION – Strategic Priorities for Fiscal Year 2023**

Mr. Lukasik began a discussion regarding Strategic Priorities for Fiscal Year 2023. Mr. Lukasik stated that there were fifty-one (51) strategic initiatives in the handout that was provided to Council that needed to be reviewed and prioritized. The initiatives were color coded according to the Council’s priority level.

DISCUSSION – Strategic Priorities for Fiscal Year 2023 *continued*

Discussion ensued between Mr. Lukasik and Council regarding the prioritization of the initiatives on the list and the addition of new initiatives.

Mr. Lukasik stated that Council could take the handout and prioritize each initiative by changing its color code and return to him when completed.

MAYOR AND COUNCIL MATTERS/REPORTS

Councilmember Aubrey expressed his concerns that there had not been any updates to procedures for condominium inspections from the county or state. Councilmember Aubrey asked if staff could bring back an update.

Mr. Lukasik stated that Building Official Wayne Cameron has been engaged with the county on the issue. The county committee that was working on the ordinance has reconvened and Mr. Cameron was working with the committee again and anticipated that there would be an update to bring to Council within the next three weeks.

President Pro Tem Bickel invited everyone to Farmers Table on May 9<sup>th</sup> at 7:30 p.m. to hear the North Palm Beach Symphony Orchestra concert.

Mayor Searcy announced that Arbor Day would be celebrated at the Village Community Garden on April 29<sup>th</sup> at 6 p.m.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 9:26 p.m.

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Jessica Green, MMC, Village Clerk

**VILLAGE OF NORTH PALM BEACH  
VILLAGE ATTORNEY'S OFFICE**

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TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: May 12, 2022

SUBJECT: **ORDINANCE 1st Reading – Amending Chapter 18 of the Village Code of Ordinances to regulate the parking of utility trailers in residential zoning districts.**

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At the Village Council's direction, Staff has drafted an Ordinance regulating the parking of utility trailers within the Village's residential zoning districts. The proposed Ordinance amends Chapter 18 by amending Section 18-33, "Definitions," to define the term utility trailer and by amending Section 18-34, "Parking Restricted," to add a new subsection (g) outlining the terms and conditions under which utility trailers may be stored on residential property.

Specifically, the Ordinance provides as follows:

- A. Defines the term utility trailer as "an enclosed or open trailer intended to be towed by a motorized vehicle in order to transport cargo and/or provide a product or service at a remote location."
- B. Requires that utility trailers within a residential zoning district be stored within a fully enclosed garage or within the rear or side yard of a residential lot within the R-1 or R-2 zoning district subject to the following additional requirements:
  - The utility trailer shall be visually screened from abutting properties and alleyways in the form of a wall, fence or gate or a hedge or other living vegetation, each with a minimum opacity of ninety percent. The use of chain link fencing with windscreens is prohibited, and trailers are not required to be screened from the right-of-way providing access to the rear or side yard if such equipment is located behind a gate at least six (6) feet in height and no more than twenty (20) feet high.
  - Only one utility trailer may be stored on a lot, and the height of the trailer is limited to ten (10) feet, exclusive of fixed mechanical equipment.
  - Utility trailers are not permitted within the parking area or common area of any multi-family or mixed-use residential community unless specifically approved through the site plan and appearance review process.
  - The utility trailer must be owned or exclusively used by the resident of the property.
  - Utility trailers shall not extend beyond the front building line and utility trailers parked in the rear yard shall be located at least five feet from the property line.

- The trailer shall be currently registered and licensed (with a plate and registration sticker) and shall **not** be used for living or sleeping quarters or for the storage of household goods or personal property unrelated to the use of the utility trailer for commercial purposes.

C. A resident who demonstrates that he or she cannot meet the screening or setback requirements for the parking a utility trailer on a lot within the R-1 or R-2 residential zoning districts may apply for an exemption provided that the resident:

- Stored the utility trailer on the property on or before **March 24, 2022**; and
- The utility trailer is necessary for the commercial livelihood of the resident.

The application shall be filed with the Community Development Department and all exemption requests shall be considered by the Planning Commission. The exemption shall not run with the property and a change in occupancy shall terminate the approval.

There is no fiscal impact.

The proposed Ordinance has been drafted by this office and reviewed for legal sufficiency.

**Recommendation:**

**Village Staff recommends Council consideration on first reading of the attached Ordinance regulating the parking of utility trailers in residential zoning districts in accordance with Village policies and procedures.**

1 **ORDINANCE NO. 2022-\_\_\_\_\_**

2  
3 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH  
4 PALM EACH, FLORIDA, AMENDING ARTICLE III, "STOPPING, STANDING  
5 AND PARKING," OF CHAPTER 18, "MOTOR VEHICLES AND TRAFFIC," OF  
6 THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 18-33,  
7 "DEFINITIONS," AND SECTION 18-34, "PARKING RESTRICTED," TO  
8 REGULATE THE PARKING OF UTILITY TRAILERS IN RESIDENTIAL ZONING  
9 DISTRICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR  
10 SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN  
11 EFFECTIVE DATE.

12  
13 WHEREAS, the Village of North Palm Beach, as a duly organized Florida municipality,  
14 possesses the Home Rule Authority conferred upon it by the Florida Constitution and Chapter 166,  
15 Florida Statutes, including the regulation of parking within its corporate limits; and

16  
17 WHEREAS, the Village Council wishes to amend Article III, "Stopping, Standing and  
18 Parking," of Chapter 18, "Motor Vehicles and Traffic," of the Village Code of Ordinance to regulate  
19 the parking of commercial utility trailers in residential districts; and

20  
21 WHEREAS, the Village Council determines that the adoption of this Ordinance is in the best  
22 interests of the residents of the Village of North Palm Beach.

23  
24 NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF  
25 NORTH PALM BEACH, FLORIDA as follows:

26  
27 Section 1. The foregoing "Whereas" clauses are hereby ratified as true and correct and are  
28 incorporated herein.

29  
30 Section 2. The Village Council hereby amends Chapter 18, "Motor Vehicles and Traffic," of the  
31 Village Code of Ordinances by amending Article III, "Stopping, Standing and Parking," to read as  
32 follows (additional language is underlined and deleted language is ~~stricken through~~):

33  
34 **ARTICLE III. - STOPPING, STANDING AND PARKING**

35  
36 **Sec. 18-33. Definitions.**

37  
38 For the purposes of this article, whenever the following words or terms are  
39 used herein they shall have the meanings ascribed to them in this section, except  
40 where the context requires otherwise:

41  
42 *Boat* means any vessel, with or without motor propulsion, commonly used  
43 for private recreation activities, designed for travel over water, and for which a trailer  
44 is required for transportation over land. The definition of boat shall specifically  
45 include a personal watercraft as defined by state statute and shall specifically exclude  
46 those vessels not required to be titled with the state pursuant to state statute.  
47

1            *Recreational vehicle* means any vehicle or portable structure designed  
2 primarily to provide temporary living quarters for recreation, camping or travel use,  
3 other than a light van; either a vehicular structure mounted on wheels, self-powered  
4 or designed to be pulled by another vehicle or a structure designed to be mounted  
5 upon and carried by another vehicle.  
6

7            *Trailer* means a vehicular structure mounted on wheels designed to be pulled  
8 by another vehicle.  
9

10           *Utility trailer* means an enclosed or open trailer intended to be towed by a  
11 *motorized vehicle in order to transport cargo and/or provide a product or service at a*  
12 *remote location.*  
13

14        **Sec. 18-34.    Parking restricted.**

- 15
- 16        (a)    Between the hours of 2:00 a.m. and 6:00 a.m. on streets where no curbing is  
17 provided, the parking of a vehicle shall not usurp more than twelve (12) inches  
18 of the paved portion of the street.  
19
- 20        (b)    No person shall leave any truck, trailer, boat or any vehicle of a similar type  
21 parked upon any public street or highway within the village between the hours  
22 of 12:30 a.m. and 6:00 a.m.  
23
- 24        (c)    No truck with a payload or carrying capacity (truck model rating) in excess of  
25 one-ton shall be parked upon a public street or highway inclusive of swale area  
26 within the village; provided, however, commercial vehicles making deliveries  
27 or pickups or otherwise servicing residential, commercial or industrial property  
28 within the village shall have the right, if necessary, to temporarily park in such  
29 areas during normal business hours.  
30
- 31        (d)    No truck with a payload or carrying capacity (truck model rating) in excess of  
32 one-ton shall be parked at any time upon private property within the village  
33 unless such truck is being utilized as part of an existing business on the private  
34 property; provided, however, commercial vehicles making deliveries or  
35 pickups or otherwise servicing residential, commercial or industrial property  
36 within the village shall have the right, if necessary to temporarily park upon  
37 private property during normal business hours.  
38
- 39        (e)    The following vehicles shall not be parked overnight (from 11:00 p.m. to 7:00  
40 a.m.) in any residential zoning district, unless parked within a fully enclosed  
41 garage:  
42
- 43            (1)    Tractor trailers, and semi-trailer trucks;  
44
- 45            (2)    Tow trucks, wreckers or flat bed vehicle carriers;  
46
- 47            (3)    Commercial buses, school buses, or vans accommodating more than  
48 sixteen (16) passengers;

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- (4) Dump trucks;
- (5) Construction equipment and vehicles, including farm tractors, backhoes, front-end loaders, cranes, cement mixers, pitch buckets or similar items;
- (6) Step vans, panel trucks or other vehicles with rectangular bulk and a payload or carrying capacity in excess of one-ton;
- (7) Any vehicle used and designed for the commercial sale of food or beverages;
- (8) More than one (1) taxi, car service vehicle, or limousine;
- (9) Stretch limousines (i.e., any automobile, sport utility vehicle or van for hire, and of original manufacture or remanufacture, that exceeds a seating capacity of eight (8) persons);
- (10) Boom or bucket trucks;
- (11) Swamp buggies and half-tracks;
- (12) Tandem wheel pick up trucks (dooley type); and
- (13) Vehicles that exceed eight (8) feet in height, inclusive of attached equipment and accessories.

(f) In addition to the foregoing, vehicles with commercial advertising or markings that occupy more than ten (10) square feet of any given side of the vehicle shall not be parked overnight (from 11:00 p.m. to 7:00 a.m.) in any residential zoning district unless:

- (1) The vehicle is covered with a fitted vehicle cover specifically manufactured for that purpose;
- (2) The vehicle is parked within a fully enclosed garage or otherwise screened from view from adjacent properties and rights-of-way; or
- (3) The vehicle's commercial advertising or markings are completely covered by magnetic signs affixed to the vehicle that have no markings whatsoever and are the same color as the base paint of the vehicle.

(g) Utility trailers shall not be parked in any residential zoning district unless parked within a fully enclosed garage or within a rear or side yard of a residential lot within the R-1 or R-2 zoning district, subject to the following requirements:

- 1           (1)   The utility trailer shall be visually screened from the view of abutting  
2           properties and alleyways. Screening shall be in the form of a properly  
3           anchored wall, fence or gate (meeting all building code requirements)  
4           or a hedge or other living vegetation, each with a minimum opacity of  
5           ninety percent (90%). Walls, fences and gates shall be constructed in  
6           accordance with section 45-36(D), and the use of chain link fencing  
7           with windscreens is prohibited. Hedges or other living vegetation shall  
8           be planted in the ground and shall be of sufficient height to screen such  
9           equipment. Utility trailers are not required to be screened from the  
10          right-of-way providing access to the rear or side yard if such equipment  
11          is located behind a gate at least six (6) feet in height and not more than  
12          twenty (20) feet wide.
- 13  
14          (2)   Only one (1) utility trailer shall be located on any residential lot, and  
15          the height of the trailer is limited to ten (10) feet, as measured from the  
16          ground, exclusive of fixed mechanical equipment.
- 17  
18          (3)   Utility trailers shall not be permitted within the parking area or  
19          common area of any residential multi-family or mixed-use community  
20          unless specifically approved through the site plan and appearance  
21          review process.
- 22  
23          (4)   The utility trailer must be owned or exclusively used by the resident of  
24          the property upon which it is parked.
- 25  
26          (5)   Utility trailers parked in the side yard shall not project beyond the front  
27          building line and utility trailers parked in the rear yard shall be located  
28          at least five (5) feet from the rear property line.
- 29  
30          (6)   The utility trailer shall, at all times, be currently registered and licensed  
31          as required by state law and shall display a current registration sticker  
32          and have attached a current vehicle license plate.
- 33  
34          (7)   When parked on residential property, the utility trailer shall not be used  
35          for living or sleeping quarters or for the storage of household goods or  
36          any personal property unrelated to the use of the utility trailer for  
37          commercial purposes.
- 38  
39          (8)   Any resident who demonstrates that he or she cannot meet the  
40          screening or setback requirements for parking a utility trailer on a lot  
41          within the R-1 or R-2 residential zoning districts may apply for an  
42          exemption from such requirements provided that the resident stored the  
43          utility trailer on the property on or before March 24, 2022 and the utility  
44          trailer is necessary for the commercial livelihood of the resident. The  
45          application shall be accompanied by documentation demonstrating the  
46          date the resident began storing the utility trailer on the property and  
47          detailing the use of the utility trailer. The application shall be filed with  
48          the community development department, and the department shall

1 review the application to ensure it is complete and prepare the  
2 necessary documentation for review by the planning commission. The  
3 planning commission shall approve, approve with conditions or deny  
4 the application, and the decision shall be set forth in a written order.  
5 The exemption shall not run with the property and a change in  
6 occupancy shall terminate the approval.

7  
8 \* \* \*

9  
10 Section 4. The provisions of this Ordinance shall become and be made part of the Code of  
11 Ordinances for the Village of North Palm Beach, Florida.

12  
13 Section 5. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for  
14 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such  
15 holding shall not affect the remainder of the Ordinance.

16  
17 Section 6. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict  
18 herewith are hereby repealed to the extent of such conflict.

19  
20 Section 7. This Ordinance shall be effective immediately upon adoption.

21  
22 PLACED ON FIRST READING THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

23  
24 PLACED ON SECOND, FINAL READING AND PASSED THIS \_\_\_\_ DAY OF \_\_\_\_\_,  
25 2022.

26  
27  
28  
29 (Village Seal)

\_\_\_\_\_  
MAYOR

30  
31  
32 ATTEST:

33  
34 \_\_\_\_\_  
35 VILLAGE CLERK

36  
37 APPROVED AS TO FORM AND  
38 LEGAL SUFFICIENCY:

39  
40 \_\_\_\_\_  
41 VILLAGE ATTORNEY

**VILLAGE OF NORTH PALM BEACH  
COMMUNITY DEVELOPMENT DEPARTMENT**

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TO: Village Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Jeremy Hubsch, Director of Community Development

DATE: April 28, 2022

SUBJECT: **Ordinance 2<sup>nd</sup> Reading – Amending Section 45-2 of the Village’s Zoning Code to Modify the Definition of the Term Dwelling Unit.**

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In 2016, the Village adopted the North Palm Beach Citizen’s Master Plan (“Master Plan”). One of the key recommendations of the Master Plan was the creation of a form-based code to incentivize redevelopment of the Village’s commercial corridors. The goal of a form-based code is to control building form first and then building use second. The Village brought in the renowned firm of Dover, Kohl & Partners and its consultant Spikowski Planning Associates to develop a form-based code for the Village’s commercial zoning districts.

The process of revising the Village’s land development regulations and comprehensive plan officially started in January 2018. The consulting team held its first public workshop in April 2018, followed by seven additional workshops, held between December 2018 and May 2019. The consulting team and Village staff incorporated feedback from the workshops into draft land development regulations and comprehensive plan amendments. A preliminary version of the draft regulations and comprehensive plan amendments was workshopped with the Planning Commission in January 2020 for feedback. One of the numerous code changes that was included in the draft code was amending the definition of the term dwelling unit to count a one-bedroom or studio unit in a commercial zoning district that allows mixed uses as .5 of a dwelling unit for density purposes. The .5 dwelling unit provision was then adopted with the remainder of the Village code updates in the fall of 2020.

The purpose of assigning maximum residential density in a land use category is to attempt to limit the number of residents in new developments. There is a clear nexus between the average number of residents that typically live in a one-bedroom apartment versus that of a two or three-bedroom apartment. For instance, the Village’s R-3 Multi-Family Zoning District requires one more parking space for three-bedroom units than one and two-bedroom units. Palm Beach Gardens requires one parking space per bedroom in multi-family developments, as do numerous other municipalities. Many municipalities around the country grant density reductions or bonuses for the provision of smaller dwelling units in multi-family developments because they tend to have fewer residents than larger units. When drafting the code, Village staff and its consulting team thought that creating the .5 dwelling unit provision was a best practice and an equitable way to treat density in the Village’s mixed-use districts.

The 200 Yacht Club Drive project utilized the .5 dwelling unit provision to provide a greater number of one-bedroom units than would have been allowed without the provision. Some residents along Yacht Club Drive have complained that the project has too many units and have requested that the Village Council repeal the code provision modifying the definition of dwelling unit. In response

to the feedback provided by the residents, the Village Council directed staff to draft an Ordinance repealing the .5 dwelling unit provision.

### **Planning Commission Meeting Summary**

At the April 5 Planning Commission meeting, staff gave an overview of the adoption of the .5 dwelling unit provision and discussed other methods that municipalities use to incentivize smaller units. Some members of the Planning Commission were concerned that eliminating the .5 dwelling unit provision would make the US-1 Corridor less appealing to mixed-use developers. All of the commissioners were in agreement that the Village should take a more comprehensive review of density and how density bonuses are granted. Some members noted that they would like to ensure that projects provide a greater amount of commercial square footage when granting any kind of density incentive.

Several of the commissioners noted that they would like to evaluate permanent changes to density bonuses in the Village's mixed-use commercial zoning districts before eliminating the .5 dwelling unit provision. They expressed concern that there would not be as much urgency to undertake a comprehensive review of density once the .5 dwelling unit provision was eliminated. As a result of this concern, the Commission was ultimately deadlocked with a vote of 3-3.

### **First Reading**

At its April 28, 2022 meeting, the Village Council adopted the Ordinance on first reading without modification.

### **Recommendation:**

At its April 5, 2022 meeting, a motion to recommend approval of the proposed Ordinance modifying the definition of the term dwelling unit failed by a vote of 3 to 3.





## VILLAGE OF NORTH PALM BEACH COUNTRY CLUB

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TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Beth Davis, General Manager  
Chuck Huff, Director of Public Works

DATE: May 12, 2022

SUBJECT: **RESOLUTION** – Accepting a proposal from Brightview Golf Maintenance, Inc. for the purchase and installation of a new irrigation pipe at a cost of \$66,268.78, authorizing execution of a Contract and waiving the Village’s purchasing policies and procedures.

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Village staff is requesting Village Council approval of a proposal from Brightview Golf Maintenance, Inc. for the purchase and installation of approximately 2,100 linear feet of irrigation pipe at the North Palm Beach Country Club. This will require a waiver of the Village’s purchasing policies and procedures.

The new irrigation pipe will provide water to the existing irrigation systems in the US-1 median, Lakeside Park, Veterans Park, the Public Safety Building, the Library and Village Hall. While drawing from the irrigation pond located on the golf course, this independent system will be separate from the existing golf course irrigation pump station with its own pump and a direct 6” pipe connection to the irrigation main (which is located on US-1). This project will eliminate the need to share water between the country club golf course and Village medians and common areas.

Creating two separate irrigation systems will provide operational benefits for Public Works and the Golf Course. First, the golf course will better secure the water that is needed to maintain the turf. The Latitude 36 turf requires a significant amount of water to maintain its health. When irrigation water is shared between the course and the Village’s general uses, the course is not always able to receive the amount that it needs. Because it will help improve the ability to maintain and protect the quality of the golf course, this project will contribute to the financial sustainability of the golf operation. Second, the Village’s general uses will not be subject to the timing of irrigation on the golf course. The Village can only irrigate its medians, parks and grounds when the golf course irrigation process is completed. This restricts when the irrigation system can operate and creates conflicts as medians and/or parks are being irrigated during the day. This results in water being sprayed on cars and/or visits to the park being disrupted by the irrigation cycle. The project will provide Public Works with greater operational flexibility and a better ability to meet the community’s service expectations.

**Background:**

In February of 2021, staff issued an Invitation to Bid (ITB) for the Country Club Irrigation Improvements and Pump Station. Precision Landscape Company submitted the lowest bid proposal in response to the ITB; however, staff recommended breaking out the pump station portion of the bid and awarding the contract to Precision for the irrigation line portion only at a cost of \$55,600.00 (Resolution 2021-15). The pump was subsequently furnished and installed by Sullivan Pump in the amount of \$32,445.53 (Resolution 2021-14). As Precision was unable to procure the pipe after several months, both the Village and Precision agreed to terminate their contract.

In March of 2022, the Village advertised another ITB for this project and received a low bid of \$246,850.00. Staff subsequently rejected this bid. Staff then asked Brightview, the golf course maintenance provider, to submit a proposal for this project. Brightview submitted a proposal in the amount of \$66,268.78.

Brightview's is the lowest cost proposal received by the Village and is being recommended for award by the Village Council. As it has for other recent golf course construction projects completed by Brightview (e.g., pond bank stabilization, tee box repair), Staff is requesting a waiver of the Village's purchasing policies and procedures since the ITB process did not result in the most competitive bid.

**Account Information:**

<b>Fund</b>	<b>Department / Division</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Amount</b>
General Fund	Public Works / Streets & Stormwater	A7231-66210	Construction & Major Renovation	\$66,268.78

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

**Recommendation:**

**Village Staff recommends Council adoption of the attached Resolution accepting a proposal from Brightview Golf Maintenance, Inc. for the purchase and installation of a new irrigation pipe at a cost of \$66,268.78, with funds expended from Account No. A7321-66210 (Streets & Stormwater – Construction & Major Renovation), authorizing the Mayor and Village Clerk to execute a Contract for such services and waiving the Village's purchasing policies and procedures.**

## RESOLUTION 2022-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A PROPOSAL FROM BRIGHTVIEW GOLF MAINTENANCE, INC. FOR THE PURCHASE AND INSTALLATION OF AN IRRIGATION PIPE AT THE NORTH PALM BEACH COUNTY CLUB GOLF COURSE AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; WAIVING THE VILLAGE'S PURCHASING POLICES AND PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, BrightView Golf Maintenance, Inc. ("BrightView"), the Village's golf course maintenance contractor, provided a proposal for the installation of approximately 2,100 linear feet of irrigation pipe at the North Palm Beach Country Club Golf Course, and Village Staff recommended accepting the proposal submitted by BrightView; and

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

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

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

Section 2. The Village Council hereby approves and accepts the proposal from BrightView Golf Maintenance, Inc. for the purchase of materials and services necessary for the installation of irrigation pipe at the Country Club Golf Course at a total cost of \$66,268.78, with funds expended from Account No. A7321-66210 (Streets & Stormwater – Construction & Major Renovation). The Village Council further authorizes the Mayor and Village Clerk to execute a Contract for such services, a copy of which is attached hereto and incorporated herein by reference.

Section 3. In approving this purchase, the Village Council hereby waives any conflicting provisions of the Village's purchasing policies and procedures.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

## CONTRACT

THIS CONTRACT is made as of the \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the VILLAGE OF NORTH PALM BEACH, municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and BRIGHTVIEW GOLF MAINTENANCE, INC. a Florida corporation, hereinafter referred to as CONTRACTOR, whose Federal I.D. No is 95-2999239.

WHEREAS, the VILLAGE is need of services and materials for the installation of a new irrigation pipe at the North Palm Beach Country Club Golf Course; and

WHEREAS, CONTRACTOR is the current provider of Golf Course Maintenance Services, and CONTRACTOR has provided the VILLAGE with a proposal to perform the work; and

WHEREAS, the VILLAGE wishes to retain CONTRACTOR to perform the work outlined in its proposal pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the mutual representations and obligations herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### ARTICLE 1. SERVICES OF CONTRACTOR.

CONTRACTOR shall perform those services outlined in its Proposal, attached hereto as Exhibit "A" and incorporated herein by reference ("Work"). CONTRACTOR shall perform the Work to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its vocation practicing in the same or similar locality at the time such services are performed.

### ARTICLE 2. TERM OF CONTRACT.

The term of this Contract shall commence upon the VILLAGE's issuance of a Notice to Proceed and shall remain in effect until CONTRACTOR completes all services within the scope of this Contract to the satisfaction of the VILLAGE, unless otherwise terminated in accordance with Article 8. CONTRACTOR shall complete the Work within ninety (90) calendar days after the issuance of the Notice to Proceed.

### ARTICLE 3. COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate CONTRACTOR in accordance with CONTRACTOR's Proposal in an amount not to exceed Sixty-Six Thousand Two Hundred Sixty-Eight Dollars and Seventy-Eight Cents (\$66,268.78).

B. CONTRACTOR shall invoice the VILLAGE on a monthly basis based on the percentage of work performed. Invoices received from CONTRACTOR pursuant to this Contract will be reviewed and approved by the VILLAGE's representative, indicating that the Work has been provided and rendered in conformity with the Contract and then will be sent to the Finance Department for payment. CONTRACTOR will invoice the VILLAGE in advance for each payment period. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval.

- C. Work undertaken or expenses incurred that exceeds an amount set forth in the Proposal without prior written authorization from the VILLAGE shall be the liability of the CONTRACTOR.
- D. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract.
- E. In order for both parties herein to close their books and records, CONTRACTOR will clearly state “final invoice” on CONTRACTOR’s final/last billing to the VILLAGE. This certifies that all Work has been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of the Work.

#### **ARTICLE 4. INSURANCE.**

- A. Prior to execution of this Contract by the VILLAGE, CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the VILLAGE’S representative. Compliance with the foregoing requirements shall not relieve CONTRACTOR of its liability and obligations under this Contract.
- B. CONTRACTOR shall maintain, during the life of this Contract, Commercial General Liability insurance in the amount of \$1,000,000.00 in aggregate to protect CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR.
- C. CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by CONTRACTOR or by anyone directly or indirectly employed by CONTRACTOR.
- D. The parties to this Contract shall carry Workers’ Compensation Insurance and Employer’s Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers’ Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the VILLAGE.
- E. All insurance, other than Worker’s Compensation, to be maintained by CONTRACTOR shall specifically include the VILLAGE OF NORTH PALM BEACH as an “**Additional Insured**”.

**ARTICLE 5. PERSONNEL.**

A. CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the VILLAGE.

B. All of the Work required hereunder shall be performed by CONTRACTOR or under its supervision, and all personnel engaged in performing the Work (including subcontractors) shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Work.

C. All of CONTRACTOR's personnel (and all subcontractors) while on VILLAGE premises, will comply with all applicable requirements governing conduct, safety, and security, provided, however, that CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

**ARTICLE 6. INDEMNIFICATION.**

A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

**ARTICLE 7. INDEPENDENT CONTRACTOR.**

CONTRACTOR is, and shall be, in the performance of services pursuant to this Contract, an independent contractor and not an employee, agent or servant of the VILLAGE. All persons engaged in any services performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole discretion, supervision and control, and CONTRACTOR shall exercise sole control over the means and manner in which its employees, consultants and subcontractors perform such services.

**ARTICLE 8. TERMINATION.**

This Contract may be terminated by CONTRACTOR upon ten (10) days' prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of CONTRACTOR. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon ten (10) days' written notice to the CONTRACTOR. Unless CONTRACTOR is in breach of this Contract, CONTRACTOR shall be paid

for Work rendered to the VILLAGE's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, CONTRACTOR shall:

- A. Stop work on the date and to the extent specified;
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the VILLAGE; and
- D. Continue and complete all parts of the work that have not been terminated.

**ARTICLE 9. SUCCESSORS AND ASSIGNS.**

The VILLAGE and CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the VILLAGE nor CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the VILLAGE which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the VILLAGE and CONTRACTOR.

**ARTICLE 10. ACCESS AND AUDITS.**

CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least three (3) years after completion of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this ARTICLE for the purpose of inspection or audit during normal business hours, at CONTRACTOR's place of business. In no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

**ARTICLE 11. ENFORCEMENT COSTS.**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE 12. PROTECTION OF WORK AND PROPERTY.**

A. CONTRACTOR shall continuously maintain adequate protection of all Work from damage, and shall protect the VILLAGE's property and adjacent private and public property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, the CONTRACTOR shall provide any necessary materials to maintain such protection.

B. CONTRACTOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.

**ARTICLE 13. NOTICE.**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the VILLAGE shall be mailed to:

Village of North Palm Beach  
Attn: Andrew D. Lukasik, Village Manager  
Village Hall  
501 U.S. Highway One  
North Palm Beach, FL 33408

and if sent to the CONTRACTOR shall be mailed to:

BrightView Golf Maintenance, Inc.  
24151 Ventura Boulevard  
Calabasas, CA 91302  
Attention: Greg Pieschala, President

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

**ARTICLE 14. ENTIRETY OF CONTRACTUAL AGREEMENT.**

The VILLAGE and CONTRACTOR agree that this Contract, including all documents referenced herein, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**ARTICLE 15. TERMINOLOGY AND CAPTIONS.**

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

**ARTICLE 16. PREPARATION.**

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

**ARTICLE 17. MATERIALITY.**

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and VILLAGE may at its option and without notice terminate this Contract.

**ARTICLE 18. EXHIBITS AND CONTRACT DOCUMENTS.**

All exhibits and other documents referred to in this Contract form an essential part of this Contract. The exhibits and other documents, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

**ARTICLE 19. LEGAL EFFECT.**

This Contract shall not become binding and effective until approved by the Village Council of the Village of North Palm Beach.

**ARTICLE 20. SURVIVABILITY.**

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

**ARTICLE 21. WAIVER OF SUBROGATION.**

CONTRACTOR hereby waives any and all rights to Subrogation against the VILLAGE, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

**ARTICLE 22. WARRANTY.**

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection, or as otherwise stated in the Proposal. Should any Work fail to comply with this warranty during the warranty period of one (1) year, upon written notification from the VILLAGE, CONTRACTOR shall immediately repair or replace said defective materials and/or workmanship at CONTRACTOR's sole expense.

**ARTICLE 23. REPRESENTATIONS/BINDING AUTHORITY.**

The persons executing this Contract represent that they have the full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

**ARTICLE 24. GOVERNING LAW, VENUE AND REMEDIES.**

A. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Contract will be held in Palm Beach County.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

C. The VILLAGE and CONTRACTOR **knowingly, voluntarily and intentionally waive any right they may have to a trial by jury** with respect to any litigation arising out of or in connection with this Contract.

**ARTICLE 25. FEDERAL AND STATE TAXES.**

The VILLAGE is exempt from federal tax and state sales tax and use taxes. Upon request, the VILLAGE shall provide an exemption certificate to CONTRACTOR. CONTRACTOR is not exempt from paying sales tax to its suppliers for materials used to fulfill its obligations under this Contract, nor shall CONTRACTOR be authorized to use the VILLAGE's tax exemption number in securing such materials.

**ARTICLE 26. INSPECTOR GENERAL**

CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract Documents justifying termination.

**ARTICLE 27. PUBLIC RECORDS.**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; [NPBCLERK@VILLAGE-NPB.ORG](mailto:NPBCLERK@VILLAGE-NPB.ORG); OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

1. Keep and maintain public requires required by the VILLAGE to perform the service.

2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

**ARTICLE 28. E-VERIFY**

CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complied, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

**CONTRACTOR:**

**BRIGHTVIEW GOLF MAINTENANCE, INC.**

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**VILLAGE OF NORTH PALM BEACH**

BY: \_\_\_\_\_  
DEBORAH SEARCY  
MAYOR

ATTEST:

BY: \_\_\_\_\_  
JESSICA GREEN,  
VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

BY: \_\_\_\_\_  
VILLAGE ATTORNEY



North Palm Beach CC Proposal

Installation of 6" HDPE Mainline pipe with Gate Valve

Materials: 2,100' 6" HDPE pipe, 6" Gate Valve, MJ Adapters, DI Sleeves, Mega Lugs, Backup Rings, Accessory Kits.

Materials \$21,842.38

Labor/ Equipment/Travel \$44,426.40

Grand Total on project \$66,268.78

Signed \_\_\_\_\_ Date \_\_\_\_\_

**VILLAGE OF NORTH PALM BEACH  
COUNTRY CLUB – GOLF OPERATIONS**

---

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Allan Bowman, Head Golf Professional

DATE: May 12, 2022

SUBJECT: **RESOLUTION** – Approving an Amendment to the Contract with Brightview Golf Maintenance, Inc. for pond bank stabilization services at a cost of \$22,469.25 (for a total cost of \$117,554.00).

---

Through the adoption of Resolution No. 2022-09 on January 27, 2022, the Village Council approved a proposal from Brightview for 1,200 linear feet of pond stabilization work in the amount of \$95,084.75 and authorized execution of a Contract. Due to extensive winter erosion, Staff is recommending an amendment to the Contract to include an additional 250 feet of pond stabilization services at a cost of \$22,469.25. Resolution No. 2022-09 also approved a waiver of the Village’s purchasing policies and procedures.

**Background:**

The cost of the initial pond stabilization project approved in Resolution No. 2022-09 was \$95,084.75. However, due to extensive erosion over the winter months, mainly due to wind and water erosion, Staff is proposing an additional 250 linear feet of pond stabilization work, bringing the total amount of work to be completed to 1,450 linear feet. This is step one of a project that will assist in maintaining the bank edges and will culminate with plantings in and around the ponds in year three of the project. The additional work will bring the total amount of the Contract with Brightview to a not to exceed amount of \$117,554.00.

**Funding:**

A total of \$100,000 was set aside for this project during the FY 2022 budgetary process. However, revenues from golf operations have significantly exceeded budgetary expectations and can be used to address the budgetary shortfall.

**Account Information:**

<b>Fund</b>	<b>Department</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Amount</b>
Country Club	Golf Course Maintenance	L8045-66210	Construction & Major Renovation	\$117,554.00

The attached Resolution and First Amendment to the Contract have been prepared and/or reviewed for legal sufficiency by the Village Attorney.

**Recommendation:** Village Staff recommends Council adoption of the attached Resolution approving an Amendment to the existing Contract with the Brightview Golf Maintenance, Inc. to increase the scope of work by 250 linear feet at a total cost for the entire project of \$117,554.00, with funds expended from Account No. L8045-66210 (Golf Course Maintenance – Construction and Major Renovation), and authorizing the Mayor and Village Clerk to execute the Amendment in accordance with Village policies and procedures.

**RESOLUTION 2022-\_\_\_\_\_**

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AN AMENDMENT TO THE CONTRACT WITH BRIGHTVIEW GOLF MAINTENANCE, INC. FOR POND REPAIR AND STABILIZATION AT THE AT THE NORTH PALM BEACH COUNTRY CLUB GOLF COURSE AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2022-09 on January 27, 2022, the Village Council approved a Contract with BrightView Golf Maintenance, Inc. (“BrightView”) for 1,200 linear feet of pond bank repair and stabilization services at the North Palm Beach Country Club Golf Course; and

WHEREAS, the parties wish to amend the Contract to include an additional 250 linear feet and increase the total amount of compensation by \$22,469.25; and

WHEREAS, the Village Council determines that adoption of this Resolution approving an Amendment to the Contract with BrightView, including a waiver of any conflicting provisions of the Village’s purchasing policies and procedures, is in the best interests of the residents of the Village of North Palm Beach.

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

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

Section 2. The Village Council hereby approves an Amendment to the Contract with BrightView Golf Maintenance, Inc. for pond bank stabilization and repair at the County Club Golf Course to increase the scope of the project by 250 linear feet at an additional cost of \$22,469.25, bringing the total cost to \$117,554.00, with funds expended from Account No. L8045-66210 (Golf Course Maintenance – Construction and Major Renovation). The Village Council further authorizes the Mayor and Village Clerk to execute the Amendment, a copy of which is attached hereto and incorporated herein by reference.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

**AMENDMENT TO CONTRACT**

THIS AMENDMENT is made as of the \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the VILLAGE OF NORTH PALM BEACH, municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and BRIGHTVIEW GOLF MAINTENANCE, INC. a Florida corporation, hereinafter referred to as CONTRACTOR, whose Federal I.D. No is 95-2999239.

WHEREAS, on January 27, 2022, the VILLAGE and CONTRACTOR executed a Contract for pond bank stabilization and repair services at the North Palm Beach Country Club Golf Course (“Contract”); and

WHEREAS, the VILLAGE and CONTRACTOR have agreed to amend the Contract to expand the scope of the project and increase the cost.

NOW, THEREFORE, in consideration of the mutual representations and obligations contained in the Contract and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Article 1 of the Contract is hereby amended to modify the scope of Work to include 250 additional linear feet, for a total of 1,450 linear feet, as set forth in CONTRACTOR’s Proposal dated April 25, 2022, attached hereto as Exhibit “A” and incorporated herein by reference.
2. Article 2 of the Contract is hereby amended to extend the term for an additional ninety (90) days from the date of execution of this Amendment by both parties.
3. Article 3(A) of the Contract is hereby amended to increase the total amount of compensation to be paid by the VILLAGE to CONTRACTOR by \$22,469.25, thereby increasing the total amount of compensation under the Contract to One Hundred and Seventeen Thousand Five Hundred and Fifty-Four Dollars and No Cents (\$117,554.00).
4. All other provisions of the Contract, to the extent not expressly modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Amendment as of the day and year first above written.

**CONTRACTOR:**

**BRIGHTVIEW GOLF MAINTENANCE, INC.**

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**VILLAGE OF NORTH PALM BEACH**

BY: \_\_\_\_\_  
DEBORAH SEARCY  
MAYOR

ATTEST:

BY: \_\_\_\_\_  
JESSICA GREEN,  
VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

BY: \_\_\_\_\_  
VILLAGE ATTORNEY



BrightView Golf Improvements Proposal

To: Allan Bowman, Director of Golf
Company: North Palm Beach Country Club

Date: 4.25.2022

Reference:

Table with 5 columns: DESCRIPTION, QUANTITY, UNIT, UNIT PRICE, AMOUNT. Row 1: SOX Land Bank Stabilization Ecological Improvemnts, 1450', 1, \$117,554.00. Total row: \$117,554.00

Proposal Notes:

- Fill material to be trucked in and staged at maintenance area
Ecological Improvements will use NPBCC equipment to move fill material
NPBCC to provide and install sod on disturbed area. Contractor will lay sod on the toe of sl
NPCC responsible for all irrigation related activity...staking, repair, irrigation of new sod.

Certified General Contractor #CGC-062119

Owner's approval: \_\_\_\_\_

Date: \_\_\_\_\_

## RESOLUTION 2022-09

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A PROPOSAL FROM BRIGHTVIEW GOLF MAINTENANCE, INC. FOR POND REPAIR AND STABILIZATION AT THE AT THE NORTH PALM BEACH COUNTRY CLUB GOLF COURSE AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; WAIVING THE VILLAGE'S PURCHASING POLICES AND PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, BrightView Golf Maintenance, Inc. ("BrightView"), the Village's golf course maintenance contractor, provided a proposal for pond bank repair and stabilization at the North Palm Beach Country Club Golf Course, and Village Staff recommended accepting the proposal submitted by BrightView; and

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

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

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

Section 2. The Village Council hereby approves and accepts the proposal from BrightView Golf Maintenance, Inc. for the purchase of materials and services necessary to complete pond bank stabilization and repair at the Country Club Golf Course at a total cost of \$95,084.75, with funds expended from Account No. L8045-66210 (Golf Course Maintenance – Construction and Major Renovation). The Village Council further authorizes the Mayor and Village Clerk to execute a Contract for such services, a copy of which is attached hereto and incorporated herein by reference.

Section 3. In approving this purchase, the Village Council hereby waives any conflicting provisions of the Village's purchasing policies and procedures.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS 27<sup>TH</sup> DAY OF JANUARY, 2022.



  
MAYOR

ATTEST:

  
VILLAGE CLERK

## **CONTRACT**

THIS CONTRACT is made as of the 27th day of January, 2022 by and between the VILLAGE OF NORTH PALM BEACH, municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and BRIGHTVIEW GOLF MAINTENANCE, INC. a Florida corporation, hereinafter referred to as CONTRACTOR, whose Federal I.D. No is 95-2999239.

WHEREAS, the VILLAGE is need of services and materials for pond bank repair and stabilization from at the North Palm Beach Country Club Golf Course; and

WHEREAS, CONTRACTOR is the current provider of Golf Course Maintenance Services, and CONTRACTOR has provided the VILLAGE with a proposal to perform the work; and

WHEREAS, the VILLAGE wishes to retain CONTRACTOR to perform the work outlined in its proposal, pursuant to the terms and conditions of this Contract, based on its familiarity with the Golf Course specifications and its maintenance responsibilities.

NOW, THEREFORE, in consideration of the mutual representations and obligations herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **ARTICLE 1. SERVICES OF CONTRACTOR.**

CONTRACTOR shall perform those services outlined in its Proposal dated September 28, 2021, attached hereto as Exhibit "A" and incorporated herein by reference ("Work"). CONTRACTOR shall perform the Work to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its vocation practicing in the same or similar locality at the time such services are performed.

### **ARTICLE 2. TERM OF CONTRACT.**

The term of this Contract shall commence upon the VILLAGE's issuance of a Notice to Proceed and shall remain in effect until CONTRACTOR completes all services within the scope of this Contract to the satisfaction of the VILLAGE, unless otherwise terminated in accordance with Article 8. CONTRACTOR shall complete the Work within ninety (90) calendar days after the issuance of the Notice to Proceed.

### **ARTICLE 3. COMPENSATION AND METHOD OF PAYMENT.**

A. The VILLAGE agrees to compensate CONTRACTOR in accordance with CONTRACTOR's Proposal in an amount not to exceed Ninety-Five Thousand Eighty-Four Dollars and Seventy-Five Cents (\$94,084.75).

B. CONTRACTOR shall invoice the VILLAGE on a monthly basis based on the percentage of work performed. Invoices received from CONTRACTOR pursuant to this Contract will be reviewed and approved by the VILLAGE's representative, indicating that the Work has been provided and rendered in conformity with the Contract and then will be sent to the Finance Department for payment. CONTRACTOR will invoice the VILLAGE in advance for each payment period. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval.

C. Work undertaken or expenses incurred that exceeds an amount set forth in the Proposal without prior written authorization from the VILLAGE shall be the liability of the CONTRACTOR.

D. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract.

E. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all Work has been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of the Work.

#### **ARTICLE 4. INSURANCE.**

A. Prior to execution of this Contract by the VILLAGE, CONTRACTOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the VILLAGE'S representative. Compliance with the foregoing requirements shall not relieve CONTRACTOR of its liability and obligations under this Contract.

B. CONTRACTOR shall maintain, during the life of this Contract, Commercial General Liability insurance in the amount of \$1,000,000.00 in aggregate to protect CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR.

C. CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by CONTRACTOR or by anyone directly or indirectly employed by CONTRACTOR.

D. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the VILLAGE.

E. All insurance, other than Worker's Compensation, to be maintained by CONTRACTOR shall specifically include the VILLAGE OF NORTH PALM BEACH as an "**Additional Insured**".

**ARTICLE 5. PERSONNEL.**

A. CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the Work under this Contract. Such personnel shall not be employees of or have any contractual relationship with the VILLAGE.

B. All of the Work required hereunder shall be performed by CONTRACTOR or under its supervision, and all personnel engaged in performing the Work (including subcontractors) shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Work.

C. All of CONTRACTOR's personnel (and all subcontractors) while on VILLAGE premises, will comply with all applicable requirements governing conduct, safety, and security, provided, however, that CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work.

**ARTICLE 6. INDEMNIFICATION.**

A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

**ARTICLE 7. INDEPENDENT CONTRACTOR.**

CONTRACTOR is, and shall be, in the performance of services pursuant to this Contract, an independent contractor and not an employee, agent or servant of the VILLAGE. All persons engaged in any services performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole discretion, supervision and control, and CONTRACTOR shall exercise sole control over the means and manner in which its employees, consultants and subcontractors perform such services.

**ARTICLE 8. TERMINATION.**

This Contract may be terminated by CONTRACTOR upon ten (10) days' prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of CONTRACTOR. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon ten (10) days' written notice to the CONTRACTOR. Unless CONTRACTOR is in breach of this Contract, CONTRACTOR shall be paid

for Work rendered to the VILLAGE's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, CONTRACTOR shall:

- A. Stop work on the date and to the extent specified;
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work;
- C. Transfer all work in progress, completed work, and other materials related to the terminated work to the VILLAGE; and
- D. Continue and complete all parts of the work that have not been terminated.

**ARTICLE 9. SUCCESSORS AND ASSIGNS.**

The VILLAGE and CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the VILLAGE nor CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the VILLAGE which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the VILLAGE and CONTRACTOR.

**ARTICLE 10. ACCESS AND AUDITS.**

CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Work for at least three (3) years after completion of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this ARTICLE for the purpose of inspection or audit during normal business hours, at CONTRACTOR's place of business. In no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

**ARTICLE 11. ENFORCEMENT COSTS.**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE 12. PROTECTION OF WORK AND PROPERTY.**

A. CONTRACTOR shall continuously maintain adequate protection of all Work from damage, and shall protect the VILLAGE's property and adjacent private and public property from injury or loss arising in connection with the Contract. Except for any such damage, injury, or loss, except that which may be directly due to errors caused by the VILLAGE or employees of the VILLAGE, the CONTRACTOR shall provide any necessary materials to maintain such protection.

B. CONTRACTOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.

**ARTICLE 13. NOTICE.**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the VILLAGE shall be mailed to:

Village of North Palm Beach  
Attn: Andrew D. Lukasik, Village Manager  
Village Hall  
501 U.S. Highway One  
North Palm Beach, FL 33408

and if sent to the CONTRACTOR shall be mailed to:

BrightView Golf Maintenance, Inc.  
24151 Ventura Boulevard  
Calabasas, CA 91302  
Attention: Greg Pieschala, President

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

**ARTICLE 14. ENTIRETY OF CONTRACTUAL AGREEMENT.**

The VILLAGE and CONTRACTOR agree that this Contract, including all documents referenced herein, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**ARTICLE 15. TERMINOLOGY AND CAPTIONS.**

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

**ARTICLE 16. PREPARATION.**

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

**ARTICLE 17. MATERIALITY.**

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and VILLAGE may at its option and without notice terminate this Contract.

**ARTICLE 18. EXHIBITS AND CONTRACT DOCUMENTS.**

All exhibits and other documents referred to in this Contract form an essential part of this Contract. The exhibits and other documents, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

**ARTICLE 19. LEGAL EFFECT.**

This Contract shall not become binding and effective until approved by the Village Council of the Village of North Palm Beach.

**ARTICLE 20. SURVIVABILITY.**

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

**ARTICLE 21. WAIVER OF SUBROGATION.**

CONTRACTOR hereby waives any and all rights to Subrogation against the VILLAGE, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONTRACTOR enter into such an agreement on a pre-loss basis.

**ARTICLE 22. WARRANTY.**

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection, or as otherwise stated in the Proposal. Should any Work fail to comply with this warranty during the warranty period of one (1) year, upon written notification from the VILLAGE, CONTRACTOR shall immediately repair or replace said defective materials and/or workmanship at CONTRACTOR's sole expense.

**ARTICLE 23. REPRESENTATIONS/BINDING AUTHORITY.**

The persons executing this Contract represent that they have the full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

**ARTICLE 24. GOVERNING LAW, VENUE AND REMEDIES.**

A. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Contract will be held in Palm Beach County.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

C. The VILLAGE and CONTRACTOR **knowingly, voluntarily and intentionally waive any right they may have to a trial by jury** with respect to any litigation arising out of or in connection with this Contract.

**ARTICLE 25. FEDERAL AND STATE TAXES.**

The VILLAGE is exempt from federal tax and state sales tax and use taxes. Upon request, the VILLAGE shall provide an exemption certificate to CONTRACTOR. CONTRACTOR is not exempt from paying sales tax to its suppliers for materials used to fulfill its obligations under this Contract, nor shall CONTRACTOR be authorized to use the VILLAGE's tax exemption number in securing such materials.

**ARTICLE 26. INSPECTOR GENERAL**

CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract Documents justifying termination.

**ARTICLE 27. PUBLIC RECORDS.**

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; [NPBCLERK@VILLAGE-NPB.ORG](mailto:NPBCLERK@VILLAGE-NPB.ORG); OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

1. Keep and maintain public requires required by the VILLAGE to perform the service.

2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

**ARTICLE 28. E-VERIFY**

CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith belief that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complied, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

**CONTRACTOR:** 
DocuSigned by:  
*Terrance D. McGuire*  
9257AC2C36BA11B
  
**BRIGHTVIEW GOLF MAINTENANCE, INC.**

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**VILLAGE OF NORTH PALM BEACH**

DocuSigned by:  
BY: *Darryl Aubrey*  
DARRYL AUBREY  
MAYOR

ATTEST:  
BY: *Jessica Green*  
JESSICA GREEN,  
VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:  
BY: *Leonard G Rubin*  
VILLAGE ATTORNEY

**VILLAGE OF NORTH PALM BEACH  
PUBLIC WORKS**

---

TO: Honorable Mayor and Council

THRU: Andrew Lukasik, Village Manager

DATE: May 12, 2022

FROM: Chuck Huff, Director Public Works

SUBJECT: **RESOLUTION – Approval of an Agreement with Thompson Consulting Services, LLC for Disaster Debris Management and Support Services pursuant to terms, conditions and pricing set forth in existing Agreement with the Solid Waste Authority of Palm Beach County.**

---

Village Staff is seeking Council approval of the attached Resolution approving an Agreement with Thompson Consulting Services, LLC for Disaster Debris Management and Support Services. The existing agreement between the Village and Thompson Consulting expired on May 7, 2022.

The Solid Waste Authority of Palm Beach County (SWA) recently completed a competitive solicitation (RFP No. 22-202/DL) for Disaster Debris Management and Support Services and awarded a new contract to Thompson Consulting Services. The term of this contract is from May 8, 2022 through May 7, 2025. Village Staff is seeking authority to entering into an Agreement with Thompson Consulting Services utilizing the terms, conditions and pricing of the recently executed SWA contract.

The scope of work under this Agreement includes: supporting the Village of North Palm Beach during a disaster recovery effort; coordinating with Phillips and Jordan, the Village's vendor for debris removal services; and ensuring the overall monitoring of debris collection and disposal is within FEMA guidelines to maximize the recovery of reimbursable expenses.

There is no cost for this Agreement unless the Village declares an emergency and mobilizes Thompson Consulting Services to provide assistance.

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

**Recommendation:**

**Village Staff recommends Council consideration and approval of the attached Resolution approving an Agreement for Disaster Debris Management and Support Services with Thompson Consulting Services, LLC utilizing the pricing, terms and conditions of an existing Agreement with Solid Waste Authority of Palm Beach County and authorizing the Mayor and Village Clerk to execute the Agreement in accordance with Village policies and procedures.**

## RESOLUTION 2022-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AN AGREEMENT WITH THOMPSON CONSULTING SERVICES, LLC FOR DISASTER DEBRIS MANAGEMENT AND SUPPORT SERVICES IN ACCORDANCE WITH THE TERMS, CONDITIONS AND PRICING SET FORTH IN AN EXISTING AGREEMENT WITH THE SOLID WASTE AUTHORITY OF PALM BEACH COUNTY; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village wishes to obtain debris management and support services in the event of a hurricane or other disaster; and

WHEREAS, in obtaining such services, the Village wishes to piggy-back an existing agreement between Thompson Consulting Services, LLC (“Consultant”) and the Solid Waste Authority of Palm Beach County (Agreement No. 22-202) (“SWA Contract”); and

WHEREAS, Consultant has agreed to provide the Village with debris management and support services under the same terms and conditions as the SWA Contract; and

WHEREAS, the Village determines that the execution of an Agreement with Consultant, incorporating the terms and conditions of the SWA Contract, is in the best interests of the public health, safety and welfare.

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

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

Section 2. The Village Council of the Village of North Palm Beach, Florida, hereby approves an Agreement between the Village and Thompson Consulting Services, LLC to provide for disaster debris management and support services and authorizes the Mayor and Village Clerk to execute the Agreement on behalf of the Village. A copy of the Agreement is attached hereto and incorporated herein by reference.

Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

**AGREEMENT FOR DISASTER DEBRIS MANAGEMENT  
AND SUPPORT SERVICES**

THIS AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (“VILLAGE”), and Thompson Consulting Services, LLC, 2601 Maitland Center Parkway, Maitland, Florida 32751, a Delaware limited liability company (“CONSULTANT”), whose Federal Employer Identification Number is 45-2015453.

**RECITALS**

WHEREAS, the VILLAGE is in need of a consultant to provide debris management and support services, including, but not limited to, project/operations management, collection monitoring, debris vehicle certification, data compilation and reporting, and payment monitoring and reconciliation; and

WHEREAS, the Solid Waste Authority of Palm Beach County (“SWA”), through its competitive selection process, awarded County Contract No. 22-202 to CONSULTANT for the County’s debris management and monitoring support (“SWA Contract”); and

WHEREAS, CONSULTANT has agreed to provide such services to the VILLAGE based on the terms and conditions, including pricing, set forth in the SWA Contract; and

WHEREAS, the VILLAGE desires to accept CONSULTANT’s proposal by piggy-backing the SWA Contract as authorized by the VILLAGE’s purchasing policies and procedures.

NOW THEREFORE, in consideration of the mutual promises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals.

The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.

2. Solid Waste Authority of Palm Beach County Contract.

The parties agree and acknowledge that this Agreement incorporates and includes all of the terms and conditions, including pricing, set forth in Debris Management and Support Services Agreement No. 22-202 dated April 26, 2022 between the Solid Waste Authority of Palm Beach County and CONSULTANT (“SWA Contract”), a copy of which is attached hereto as Exhibit “1” and incorporated herein by this reference.

### 3. CONSULTANT's Performance

CONSULTANT shall provide those services set forth in the Scope of Services incorporated into the SWA Contract as may be specifically requested upon written notice from the VILLAGE.

### 4. Compensation to CONSULTANT.

A. Payments by the VILLAGE to CONSULTANT under this Agreement shall not exceed the Fee Schedule set forth in the SWA Contract.

B. For work performed pursuant to this Agreement, CONSULTANT shall submit invoices to the VILLAGE on at least a monthly basis for review and approval by the VILLAGE's representative, indicating that the services have been provided and rendered in conformity with this Agreement. The invoices shall be transmitted to the Finance Department for payment.

C. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval. CONSULTANT waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Agreement. In order for both parties herein to close their books and records, CONSULTANT will clearly state "final invoice" on CONSULTANT's final/last billing to the VILLAGE. This certifies that all services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONSULTANT. The VILLAGE will not be liable for any invoice from CONSULTANT submitted thirty (30) days after the provision of all services.

### 5. Period and Renewals.

This Agreement shall be for the term as indicated in the SWA Contract, effective upon execution by both parties. Extensions or renewals to the SWA Contract or any modification including new products, terms, or price changes to the SWA Contract shall be submitted by CONSULTANT to the VILLAGE for approval. In the SWA Contract expires and no new contract is let by the County, the VILLAGE reserves the right, upon written agreement with CONSULTANT to renew this Agreement under the same terms and conditions for an additional period of one (1) year. All prior Agreements between the VILLAGE and CONSULTANT are hereby repealed as of the effective date of this Agreement.

### 6. Insurance.

CONSULTANT shall obtain and maintain during the term of this Agreement all insurance required under the SWA Contract, with the VILLAGE named as an additional insured.

### 7. Indemnification.

To the fullest extent permitted by applicable laws and regulations, CONSULTANT shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out

of or in any way related to the services furnished by CONSULTANT pursuant to this Agreement, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of CONSULTANT and/or its subcontractors, agents, servants or employees. CONSULTANT shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services provided for in this Agreement as well as the termination of this Agreement for any reason. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONSULTANT, nor shall this Agreement be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.

8. Contract Administration.

The services of CONSULTANT shall be under the general direction of the VILLAGE's Director of Public Works, who shall act as the VILLAGE's representative during the terms of this Agreement.

9. Conflict of Terms and Conditions.

In the event of any conflict between the terms and conditions of this Agreement and the terms and conditions of the SWA Contract, the terms and conditions of this Agreement shall control.

10. Miscellaneous Provisions.

A. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

C. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

D. All notices, demands, communications or requests required or permitted under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, to the addresses appearing on the first page of this Agreement.

E. The VILLAGE and CONSULTANT agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

F. In performing services pursuant to this Contract, CONSULTANT shall comply with all relevant provisions of Chapter 119, Florida Statutes. IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; [NPBCLERK@VILLAGE-NPB.ORG](mailto:NPBCLERK@VILLAGE-NPB.ORG); OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

As required by Section 119.0701, Florida Statutes, CONSULTANT shall:

- (1) Keep and maintain public records required by the VILLAGE to perform the service.
- (2) Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if CONSULTANT does not transfer the records to the VILLAGE.
- (4) Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONSULTANT or keep and maintain public records required by the VILLAGE to perform the services. If CONSULTANT transfers all public records to the VILLAGE upon completion of the Contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

IN WITNESS WHEREOF, the VILLAGE and CONSULTANT hereto have made and executed this Agreement for Disaster Debris Management and Support Services for the Village of North Palm Beach as of the day and year first above written.

CONSULTANT:

**THOMPSON CONSULTING SERVICES, LLC**

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

VILLAGE:

**VILLAGE OF NORTH PALM BEACH**

BY: \_\_\_\_\_

DEBORAH SEARCY  
MAYOR

ATTEST:

BY: \_\_\_\_\_

JESSICA GREEN,  
VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

BY: \_\_\_\_\_

LEONARD G. RUBIN  
VILLAGE ATTORNEY



YOUR PARTNER FOR  
SOLID WASTE SOLUTIONS

**AGREEMENT FOR**  
**DISASTER DEBRIS MANAGEMENT AND SUPPORT SERVICES**

**BETWEEN**

**SOLID WASTE AUTHORITY OF PALM BEACH COUNTY**

**AND**

**THOMPSON CONSULTING SERVICES, LLC**

**AGREEMENT NO. 22-202**

**SOLID WASTE AUTHORITY OF PALM BEACH COUNTY  
7501 NORTH JOG ROAD  
WEST PALM BEACH, FLORIDA 33412  
(561) 640-4000**

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## AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of APRIL 26<sup>th</sup>, 2022 (hereinafter referred to as the Agreement) by and between **Solid Waste Authority of Palm Beach County**, a special district created by Chapter 2001-331, Laws of Florida, as amended, (hereinafter referred to as AUTHORITY) and **THOMPSON CONSULTING SERVICES, LLC** (hereinafter referred to as CONSULTANT and when referred to collectively with AUTHORITY, the Parties), a Florida Corporation, whose Federal Employer ID Number is **45-2015453**;

**Whereas**, in accordance with the AUTHORITY's Request for Proposals No. 22-202/DL, solicited to employ the services of the CONSULTANT for the purpose of providing Disaster Debris Management and Support Services, and;

**Whereas**, CONSULTANT represents it is qualified, capable and prepared to provide such services.

**Now, therefore**, in consideration of the promises contained herein and other good and valuable consideration, the receipt of which is acknowledged by the other, the Parties hereto agree as follows:

### ARTICLE 1 - EFFECTIVE DATE AND INCORPORATION OF RECITALS

- 1.1 The foregoing recitals are hereby incorporated herein by reference.
- 1.2 The Effective Date of this Agreement shall be **May 8, 2022**, and the Term of this Agreement shall expire on **May 7, 2025**.
- 1.3 The Initial Term of Agreement shall be for a three (3) year period, beginning on the Effective Date, unless otherwise terminated as provided herein. The AUTHORITY shall have the option of extending the Agreement for three (3) additional years, as approved by the AUTHORITY's Board, or designee, 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.

### ARTICLE 2 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the services as specifically stated in the Scope of Work, attached hereto and made a part hereof as Exhibit "A", and/or as may be specifically designated and authorized by the AUTHORITY. Such authorizations will be referred to as Work Assignments. Each Work Assignment shall set forth the specific services required, the amount of compensation, and the completion date. In addition, the CONSULTANT may employ the use of sub-consultant(s) whose services are necessary to the CONSULTANT in the provision of services and upon specific approval for individual Work Assignments. In such case the sub-consultant, the specific services to be performed, and his/her compensation (including a not-to-exceed amount) shall be identified as part of the Work Assignment.

### ARTICLE 3 - COMPENSATION

- 3.1 The AUTHORITY shall pay CONSULTANT in accordance with the Fee Schedule, attached hereto and made a part hereof as Exhibit "B". In addition, the Parties may negotiate a lump sum or not-to-exceed amount on a per-project basis on an individual Work Assignment.
- 3.2 All invoices must reference this Agreement along with the assigned purchase order number and the Work Assignment.
- 3.3 CONSULTANT shall submit a monthly invoice for services rendered. Invoices shall include a statement of progress made regarding the Work Assignment, a description of services rendered, and a breakdown of hours spent on the project. There shall be no reimbursable expenses allowable.

- 3.4 Payment of invoices shall be within thirty (30) days after receipt of a correct, fully documented invoice. All invoices shall be delivered to:

Solid Waste Authority of Palm Beach County  
7501 North Jog Road  
West Palm Beach, Florida 33412  
Attn: Accounts Payable

- 3.5 CONSULTANT will clearly mark its final/last billing with the words "Final Invoice". This will certify that all services have been fully performed under this Agreement and that all charges and costs have been invoiced to the AUTHORITY. Thereupon, this account will be closed and any additional charges or costs, not included in the Final Invoice, shall be waived by CONSULTANT. The AUTHORITY shall not be liable for the payment of any such additional charges or costs not included in the Final Invoice.

#### ARTICLE 4 - INSURANCE

- 4.1 During the performance of the Services under this Agreement, CONSULTANT shall maintain the following insurance policies written by an insurance company authorized to do business in Florida and acceptable to the AUTHORITY.
1. **General Liability** Insurance with bodily injury limits of not less than \$2,000,000 for each occurrence, and with property damage limits of not less than \$2,000,000 for each occurrence.
  2. **Automobile Liability** Insurance with bodily injury limits of not less than \$1,000,000 for each person and not less than \$1,000,000 for each accident and with property damage limits of not less than \$1,000,000 for each accident.
  3. **Workers' Compensation** Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$1,000,000 for each accident, \$1,000,000 for each disease, and \$1,000,000 aggregate.
  4. **Professional Liability** Insurance with limits of not less than \$1,000,000 annual aggregate.
- 4.2 Deductible amounts shall not exceed 5% of the total amount of required insurance in each category. Should any policy contain any unusual exclusions, said exclusions shall be so indicated on the certificate(s) of insurance.
- 4.3 CONSULTANT shall furnish AUTHORITY **Certificates of Insurance**, which shall include a provision that policy cancellation, non-renewal or reduction of coverage will not be effective until at least **thirty (30) days** after written notice has been given to the AUTHORITY. CONSULTANT shall include AUTHORITY as an **Additional Insured** on the General Liability and Automobile Liability insurance policy required by this Agreement. All of CONSULTANT'S sub-consultants shall be required to include AUTHORITY and CONSULTANT as **Additional Insured** on all of their liability insurance policies.
- 4.4 CONSULTANT shall ensure that CONSULTANT'S naming of the AUTHORITY as an additional insured on its General Liability and Automobile Liability insurance policies pursuant to this Agreement shall afford coverage for the negligent, reckless, intentionally wrongful or willful acts of CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of this Agreement.
- 4.5 In the event that sub-consultants used by the CONSULTANT do not have insurance, or do not meet the required insurance limits herein, CONSULTANT shall indemnify and hold harmless the AUTHORITY for any claim(s) in excess of the sub-consultants insurance coverage.
- 4.6 The CONSULTANT shall not commence work under this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the AUTHORITY.

## **ARTICLE 5 - STANDARD OF CARE**

- 5.1 CONSULTANT shall exercise the same degree of care, skill, and diligence in the performance of any and all work performed pursuant to this Agreement as is ordinarily provided by comparable, qualified professionals under similar circumstances. The CONSULTANT shall, at no additional cost to AUTHORITY, re-perform services which fail to satisfy the foregoing standard of care.
- 5.2 The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

## **ARTICLE 6 - INDEMNIFICATION**

### **6.1 GENERAL**

Having considered the risks and potential liabilities that may exist during the performance of the services and in consideration of the promises included herein, AUTHORITY and CONSULTANT agree to allocate such liabilities in accordance with this Article 6.

### **6.2 INDEMNIFICATION**

The CONSULTANT shall indemnify and hold harmless the AUTHORITY, and its officers and employees, 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 CONSULTANT and other persons employed or utilized by the CONSULTANT in the performance of the Agreement.

### **6.3 SURVIVAL**

Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

## **ARTICLE 7 - INDEPENDENT CONSULTANT**

- 7.1 The CONSULTANT is, and shall be, in the performance of all work services and activities performed under this Agreement, an Independent Consultant, and not an employee, agent, or servant of the AUTHORITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONSULTANT'S sole direction, supervision, and control. The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT 'S relationship and the relationship of its employees to the AUTHORITY shall be that of an Independent Consultant and not as employees or agents of the AUTHORITY.
- 7.2 The CONSULTANT does not have the power or authority to bind the AUTHORITY in any promise, agreement or representation other than specifically provided for in this Agreement.

## **ARTICLE 8 - AUTHORITY TO CONDUCT BUSINESS**

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and perform all requirements in this Agreement.

## **ARTICLE 9 - COMPLIANCE WITH LAWS**

In performance of the Services, the CONSULTANT will comply with applicable regulatory requirements including federal, state, special district, and local laws, rules, regulations, orders, codes, criteria and standards.

## **ARTICLE 10 - SUB-CONSULTANT**

- 10.1 The AUTHORITY reserves the right, in its sole and unfettered discretion, to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant under this Agreement.
- 10.2 If a sub-consultant fails to perform or make progress, as required by this Agreement, and it is necessary to replace the sub-consultant to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new sub-consultant by the AUTHORITY.

## **ARTICLE 11 - FEDERAL AND STATE TAXES**

The AUTHORITY is exempt from Federal Tax and State Sales and Use Taxes. Upon request, the AUTHORITY will provide an exemption certificate to CONSULTANT. The CONSULTANT shall not be exempted from paying sales tax to its suppliers for materials to fulfill contractual obligations with the AUTHORITY, nor shall the CONSULTANT be authorized to use the AUTHORITY'S Tax Exemption Number in securing such materials.

## **ARTICLE 12 - AVAILABILITY OF FUNDS**

The obligations of the AUTHORITY under this Agreement are subject to the availability of funds lawfully appropriated for its purpose by the Board of the Solid Waste Authority of Palm Beach County.

## **ARTICLE 13 - AUTHORITY'S RESPONSIBILITIES**

AUTHORITY shall be responsible for providing access to all project sites, and providing information on hand required by CONSULTANT, including; existing reports, studies, financial information, and other required data that are available in the files of the AUTHORITY.

## **ARTICLE 14 - DEFAULT**

- 14.1 The AUTHORITY may, by written notice of default to the CONSULTANT, terminate this Agreement in whole or in part if: a) the CONSULTANT fails to satisfactorily perform any provisions of this Agreement; b) or fails to make progress so as to endanger performance under the terms and conditions of this Agreement; c) repeatedly fails to perform; or d) does not remedy any such failure within a period of ten (10) days (or such period as the Director of Purchasing Services may authorize in writing) after receipt of notice from the Director of Purchasing Services specifying such failure. In the event the AUTHORITY terminates this Agreement in whole or in part because of default of the CONSULTANT, the AUTHORITY may, in its sole and unfettered discretion, procure goods and/or services similar to those required under this Agreement and the CONSULTANT shall be liable for any excess costs incurred due to this action.
- 14.2 If it is determined that the CONSULTANT was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of the CONSULTANT), the rights and obligations of the Parties shall be those provided in Article 15 – Termination for Convenience.

## **ARTICLE 15 – TERMINATION FOR CONVENIENCE**

- 15.1 The Director of Purchasing Services may, whenever the interests of the AUTHORITY so require, terminate this Agreement, in whole or in part, for the convenience of the AUTHORITY. The Director of Purchasing Services shall give five (5) days prior written Notice of Termination to the CONSULTANT, specifying the portions of the Agreement to be terminated and when the termination is to become effective. If only portions of the Agreement are terminated, the CONSULTANT has the right to withdraw, without adverse action by the AUTHORITY, from the entire Agreement.

- 15.2 Unless directed differently in the Notice of Termination, the CONSULTANT shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified on the date given in the Notice of Termination. Additionally, unless directed differently, the CONSULTANT shall terminate outstanding orders and/or subcontracts related to the terminated work.
- 15.3 Unless the CONSULTANT is in breach of this Agreement, the CONSULTANT shall be paid for services rendered to the AUTHORITY'S satisfaction through the date of termination specified in the Notice of Termination.

#### **ARTICLE 16 - UNCONTROLLABLE FORCES**

- 16.1 Neither the AUTHORITY nor CONSULTANT shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, pandemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 16.2 Neither party shall, however, be excused from performance if nonperformance is due to forces which are preventable, removable, or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The non-performing party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

#### **ARTICLE 17 – JURISDICTION, VENUE, WAIVER OF JURY TRIAL AND REMEDIES**

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be in a State court of competent jurisdiction located exclusively in Palm Beach County. With the exception of the choice of law and venue provisions contained herein, 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 given hereunder or now or hereafter existing at law or in equity. No single or partial failure by any party to exercise any right, power, or remedy hereunder, shall preclude that party from exercising that right, power or remedy in the future. **THE AUTHORITY AND CONSULTANT FREELY AND VOLUNTARILY AGREE TO WAIVE ITS RESPECTIVE RIGHT TO A JURY TRIAL ON ANY ISSUE(S) SO TRIABLE.**

#### **ARTICLE 18 – COMMERCIAL NON-DISCRIMINATION POLICY**

As a condition of entering into this Agreement, the CONSULTANT represents and warrants that it will comply with the AUTHORITY's Commercial Non-Discrimination Policy, as described in Section 6.3 of the AUTHORITY's Purchasing Manual, including subsequent amendments thereto, if any. As part of such compliance, the CONSULTANT shall not discriminate on the basis of race, color, religion, ancestry or national origin, gender, 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 CONSULTANT retaliate against any person for reporting instances of such discrimination. The CONSULTANT 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 in Palm Beach County. The CONSULTANT 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 CONSULTANT from participating in AUTHORITY contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party.

The CONSULTANT agrees and understands that the provisions of Section 6.3 of the AUTHORITY's Purchasing Manual are incorporated herein by reference and that the CONSULTANT is familiar with the contents of same.

#### **ARTICLE 19 - WAIVER**

A waiver by either AUTHORITY or CONSULTANT of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further or subsequent breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any further or subsequent default or breach.

#### **ARTICLE 20 - SEVERABILITY**

20.1 The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The Parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

20.2 The provisions of this section shall not prevent the entire Agreement from being void if a provision which is of the essence of the Agreement is determined to be void.

#### **ARTICLE 21 - ENTIRETY OF AGREEMENT AND MODIFICATION**

The AUTHORITY and the CONSULTANT agree that this Agreement, including Exhibits and Attachments, and any matters incorporated by specific reference sets forth the entire agreement between the Parties, and that there are no promises or understandings other than those stated herein. This Agreement supersedes all prior agreements, contracts, proposals, representations, negotiations, letters or other communications between the AUTHORITY and CONSULTANT pertaining to the services, whether written or oral. None of the provisions or terms and conditions contained in this Agreement may be added to, amended, modified, superseded, or otherwise altered except by written instrument executed by the Parties thereto.

#### **ARTICLE 22 - SUCCESSORS AND ASSIGNS**

AUTHORITY and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns and legal representatives to the other party and its partners, successors, executors, administrators, assigns and legal representatives. CONSULTANT shall not assign this Agreement without the prior express written approval of the AUTHORITY in its sole discretion via executed amendment.

#### **ARTICLE 23 - CONTINGENT FEES**

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the 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 the CONSULTANT, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.

## **ARTICLE 24 - TRUTH-IN-NEGOTIATION CERTIFICATE**

- 24.1 Execution of this Agreement by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and costs used to determine the compensation provided for in this Agreement are accurate, complete, and current as of the Effective Date of the Agreement.
- 24.2 The said rates and costs shall be adjusted to exclude any significant sums should the AUTHORITY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The AUTHORITY shall exercise its rights under this "Certificate" within one (1) year following payment.

## **ARTICLE 25 - OWNERSHIP OF DOCUMENTS**

CONSULTANT shall be required to cooperate with other consultants relative to providing information requested in a timely manner and in the specified form. Any and all documents, records, disks, original drawings, or other information shall become the property of the AUTHORITY for its use and/or distribution as may be deemed appropriate by the AUTHORITY in its sole and unfettered discretion.

## **ARTICLE 26 - PUBLIC RECORDS, ACCESS AND AUDITS**

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

### **26.2 DESIGNATED RECORDS CUSTODIAN CONTACT INFORMATION:**

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, THE CONSULTANT'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](mailto:RECORDSCUSTODIAN@SWA.ORG)**

- 26.3 The CONSULTANT 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. Upon AUTHORITY'S request, CONSULTANT shall provide AUTHORITY with access to such records during normal business hours at a location within Palm Beach County for purposes of inspection or audit.
- 26.4 Notwithstanding anything herein to the contrary, the CONSULTANT 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.

26.5 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 CONSULTANT and the CONSULTANT must provide the records or allow access to the records within a reasonable time. A CONSULTANT 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.

26.6 Therefore, the CONSULTANT 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 CONSULTANT 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 CONSULTANT or keep and maintain public records to the AUTHORITY upon completion or termination of the Agreement; the CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONSULTANT keeps and maintains public records upon completion of the Agreement, the CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to 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.

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

26.8 CONSULTANT shall maintain financial and program records to justify all charges and costs incurred in performing the work for at least three (3) years following final payment by the AUTHORITY as Federal Emergency Management Agency (FEMA) sub-grantee as required by 2 CFR 200.333. The AUTHORITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit.

26.9 In the event retention requirements in Florida Statutes Chapter 119 and 257 exceed those of FEMA, the records shall be retained to comply with State of Florida requirements.

#### **ARTICLE 27 - 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 agreement. 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 CONSULTANT, 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.

#### **ARTICLE 28 - NOTICE**

Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by certified mail, postage prepaid as follows:

##### **AS TO AUTHORITY**

Solid Waste Authority of Palm Beach County  
7501 North Jog Road  
West Palm Beach, Florida 33412  
Attention: Executive Director  
Office No.: 561-640-4000 Fax No.: 561-640-3400

##### **AS TO CONSULTANT**

Thompson Consulting Services, LLC  
2601 Maitland Center Parkway  
Maitland, Florida 32751  
Attention: Nate Counsell, Executive Vice President  
Office No.: 407-792-0018 Fax No.: 407-878-7858 E-Mail: [ncounsell@thompsoncs.net](mailto:ncounsell@thompsoncs.net)

Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party. Facsimile transmission is acceptable notice effective when received, however, facsimile transmissions received (i.e., printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original of the notice must additionally be mailed as required herein.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and AUTHORITY.

#### **ARTICLE 29 - CONTRACT ADMINISTRATION**

Services of CONSULTANT shall be under the general direction of the **Chief Operations Officer**, or designee, who shall act as the AUTHORITY'S representative during the term of the Agreement.

## ARTICLE 30 - KEY PERSONNEL

CONSULTANT shall notify AUTHORITY in the event of key personnel changes which might affect this Agreement. Notification shall be made within ten (10) days of said changes. AUTHORITY has the right to reject proposed changes in key personnel. The following personnel shall be considered key personnel:

Jon Hoyle – Principal-in-Charge  
Cell No.: 321-303-2543 E-Mail: [jhoyle@thompsoncs.net](mailto:jhoyle@thompsoncs.net)

Nathaniel Counsell – Principal-in-Charge  
Cell No.: 407-619-2781 E-Mail: [ncounsell@thompsoncs.net](mailto:ncounsell@thompsoncs.net)

Eric Harrison – Program/Project Manager  
Cell No.: 407-312-1670 E-Mail: [eharrison@thompsoncs.net](mailto:eharrison@thompsoncs.net)

Corey Thomas – FEMA Public Assistance Liaison  
Cell No.: 407-415-7602 E-Mail: [cthomas@thompsoncs.net](mailto:cthomas@thompsoncs.net)

Daniel Gardner – Data Manager  
Cell No.: 407-617-1673 E-Mail: [dgardner@thompsoncs.net](mailto:dgardner@thompsoncs.net)

Wesley Holden – ADMS Deployment  
Cell No.: 813-352-9942 E-Mail: [wholden@thompsoncs.net](mailto:wholden@thompsoncs.net)

Nicole Lehman – Planning and Preparedness  
Cell No.: 407-756-7589 E-Mail: [nlehman@thompsoncs.net](mailto:nlehman@thompsoncs.net)

Patrick Gardner – GIS/Environmental  
Cell No.: 407-617-1614 E-Mail: [pgardner@thompsoncs.net](mailto:pgardner@thompsoncs.net)

## ARTICLE 31 – EQUAL BUSINESS OPPORTUNITY PROGRAM:

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 local, small, minority, and women-owned businesses, have an equitable opportunity to participate in the AUTHORITY'S procurement process, in accordance with Section 6.1 through 6.4 of the Purchasing Manual, which is hereby incorporated herein. Program tools and solicitation incentives are hereby referred to as the Affirmative Procurement Initiatives (API).

### 31.1 Affirmative Procurement Initiative (API):

**The AUTHORITY has not applied an Affirmative Procurement Initiative to this Agreement.** However, pursuant to SWA Board Policy, the AUTHORITY encourages the use and participation of S/M/WBE's in the performance of AUTHORITY contracts and agreements. This is encouraged on a voluntary basis only for this solicitation, use is not required.

### 31.2 S/M/WBE Reporting:

The CONSULTANT is encouraged, but not required to use S/M/WBE's on a voluntary basis wherever possible. In this regard, the CONSULTANT is encouraged to report to the AUTHORITY'S EBO Office all payments made to sub-contractors or sub-consultants and suppliers promptly at the close-out of the Project.

### 31.3 Prompt Payment:

Upon execution of this contract by CONSULTANT, CONSULTANT shall be required to submit to AUTHORITY accurate payment information with each invoice regarding each of its Sub-consultants, if any, to ensure that

the CONSULTANT's reported subcontract participation is accurate. CONSULTANT shall pay its Sub-consultants, if any, 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.

#### **ARTICLE 32 - SCRUTINIZED COMPANIES**

- 32.1 As provided in F.S. 287.135, by entering into this Agreement or performing any work in furtherance hereof, the CONSULTANT 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 CONSULTANT, this Agreement may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Agreement shall be imposed, pursuant to F.S. 287.135. Said certification must also be submitted at the time of renewal of this Agreement.

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

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

#### **ARTICLE 33 - AGREEMENTS WITH OTHER GOVERNMENTAL ENTITIES**

- 33.1 The CONSULTANT agrees that this Agreement constitutes an offer to all State and local government agencies of the State of Florida under the same terms and conditions, for the same prices and for the same effective period as specified in this Agreement should the CONSULTANT deem it in the best interest of their business to do so.

- 33.2 The Agreement in no way restricts or interferes with any State or local government agencies of the State of Florida from re-solicitation.

#### **ARTICLE 34 – 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 this Agreement, and no language in this Agreement should be construed or interpreted as creating a third party beneficiary.

#### **ARTICLE 35 – E-VERIFY – EMPLOYMENT ELIGIBILITY**

- 35.1 The CONSULTANT certifies, warrants and represents that it is in compliance with Section 448.095, Florida Statutes, as may be amended and that CONSULTANT shall: (1) register with and use the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the CONSULTANT'S subcontractors/subconsultants 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. CONSULTANT shall obtain from each of its subcontractors/subconsultants an affidavit stating that the subcontractor/subconsultant does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in Section 448.095(1)(k), Florida Statutes, as may be amended. CONSULTANT shall maintain a copy of any such affidavit from a subcontractor/subconsultant for, at a minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any

provision of this Agreement which requires a longer retention period.

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

#### **ARTICLE 36 – BUY AMERICA REQUIREMENTS**

The CONSULTANT agrees to comply with the requirements of the Federal Buy America law (see 23 U.S.C. 313, ISTEA Sections 1041 (a) and 1048 (a), and FHWA's implementing regulations at 23 CFR 635.410, as they may be amended from time to time), as they related to Federal-aid contracts and the use of steel and iron produced in the United States. A description of the requirements of Buy America is set forth in **ATTACHMENT "A"**, which is attached hereto and incorporated by reference as part of this Agreement. CONSULTANT shall provide a certification statement regarding the origin of all materials or products covered under the Buy America provisions and used in its performance of the Agreement in accordance with the requirements of law and the AUTHORITY, FDOT, FHWA, and FEMA to the extent applicable.

#### **ARTICLE 37 – DISADVANTAGED BUSINESS ENTERPRISES**

- 37.1 The Agreement is subject to the requirements of 49 CFR Part 26. The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the performance of the Agreement. The CONSULTANT shall carry out the applicable requirements of 49 CFR Part 26 in the award and administration of this U.S. DOT – assisted contract. Failure by the CONSULTANT to carry out these requirements is a material breach of Agreement, which may result in the termination of this Agreement, which may result in the termination of this Agreement or such other remedy as the AUTHORITY deems appropriate, including but not limited to the withholding of payments. Each subcontract the CONSULTANT signs with a sub-consultant must include the assurance in this paragraph. (See 49 CFR 26.13). Upon request, the CONSULTANT will provide the AUTHORITY with a copy of each subcontract it enters into.
- 37.2 The CONSULTANT is required to pay its sub-consultants performing work related to this Agreement for satisfactory performance of that work no later than thirty (30) days after the CONSULTANT's receipt of payment for that work from the AUTHORITY. The CONSULTANT may not hold any retainage from its sub-consultants unless pursuant to an agreement approved by the AUTHORITY. The CONSULTANT shall return all retainage payments withheld within thirty (30) days after the sub-consultant's work has been satisfactorily completed.
- 37.3 The CONSULTANT shall, on a monthly basis, submit payment certifications, including a certification regarding their truth and accuracy, for all payments it is seeking and certifications from all sub-consultants indicating who has been paid and how. The certifications shall comply with all Federal and State requirements regarding the reporting of DBE participation. The CONSULTANT shall, if required by the AUTHORITY or FDOT, report its DBE participation monthly on the Equal Opportunity Reporting system located on the Florida Department of Transportation's (FDOT's) website found at [www.fdot.gov/equalopportunity/dbesbepograms.shtml](http://www.fdot.gov/equalopportunity/dbesbepograms.shtml). Audits may be conducted to review payments to DBE sub-consultants. The CONSULTANT will fully cooperate with the AUTHORITY, FDOT, FHWA or FEMA regarding the monitoring of sub-consultants and payments made thereto.

## **ARTICLE 38 – CERTIFICATION REGARDING SUSPENSION, AND DEBARMENT**

- 38.1 This Agreement is a covered transaction for purposes of 49 CFR Part 29. Accordingly, the CONSULTANT shall verify that neither the CONSULTANT, nor its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified from participation in this Agreement as defined at 49 CFR 29.940 and 29.945.
- 38.2 The CONSULTANT agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the term of this Agreement. The CONSULTANT must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. CONSULTANT's certification is a material representation of fact relied upon by the AUTHORITY. If it is later determined that the CONSULTANT knowingly rendered an erroneous certification, in addition to remedies available to the AUTHORITY, the State or Federal government may pursue any available remedies, including but not limited to suspension and/or debarment. The CONSULTANT further agrees that it will include a provision requiring such compliance in all of its subcontracts or lower tier covered transactions.

## **ARTICLE 39 – ACCESS TO RECORDS AND THEIR RETENTION**

- 39.1 This provision shall supplement Article 26 of this Agreement. The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Agreement for at least five (5) years after completion or termination of this Agreement or FDOT's closure of an "emergency event" with the Florida Division of Emergency Management, whichever comes last, except in the event of litigation or settlement of claims arising from the performance of the Agreement, the CONSULTANT agrees to maintain said records until all litigation, claims, appeals or exceptions related thereto have been resolved.

The records shall be maintained at a location in Palm Beach County, Florida or such other location in Florida approved by the AUTHORITY.

- 39.2 The CONSULTANT shall make all of its books, records, and other documents related, in any manner to its or its sub-consultants' performance of the Agreement, available to the AUTHORITY and any other funding entity (e.g., FDOT, FEMA, the Comptroller General of the U.S. or any of their authorized representatives) for the purpose of examination, audit, reproduction, excerpts and transcripts, during normal business hours, at the CONSULTANT's place of business or if CONSULTANT's place of business is not located in Palm Beach County, then at the location for maintenance of records referenced above. The CONSULTANT shall also require its sub-consultants to make their books, records, and documents available for examination, audit, reproduction, excerpts, and transcripts, for the same duration and in the same manner, and at or near the same locations required herein of CONSULTANT.

## **ARTICLE 40 – AUDIT REQUIREMENTS**

This provision shall supplement Article 26 of the Agreement. The CONSULTANT agrees that audits may be undertaken of its records related to its performance of the Agreement as may be authorized or required under OMB Circular A-133, as revised. The CONSULTANT agrees that it will comply, execute any necessary documents and fully cooperate with the AUTHORITY and any State and/or Federal funding agency(ies), including but not limited to FDOT, Florida's Auditor General, FEMA, or any of their authorized representatives, in any audit or monitoring procedures or processes any such entity(ies) may undertake related to CONSULTANT's performance of the Agreement in order to properly and satisfactorily complete the audit, if any.

## **ARTICLE 41 – NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)**

The CONSULTANT shall cooperate with the AUTHORITY, FDOT, and FEMA so as to assure that all activities related to the performance of this Agreement comply with the requirements of the National NEPA of 1969, as amended, and the regulations and guidance related thereto.

**ARTICLE 42 – AMERICANS WITH DISABILITIES ACT**

The CONSULTANT does hereby represent and certify that it will comply with all of the requirements of the Americans with Disabilities Act of 1990 (42 USC 12102, *et seq.*) as it may be amended, and all applicable implementing regulations of the U.S. DOT, FEMA and other Federal-aid agencies.

**ARTICLE 43 – COMPLIANCE WITH TITLE VI, TITLE VII, AND OTHER FEDERAL LAWS AND REGULATIONS**

The CONSULTANT does hereby represent and certify that it will comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1968, as they have been and may be modified from time to time (42 USC 2000d, *et seq.* and 3601 *et seq.*) and the Age Discrimination and Employment Act of 1967 and Section 303 of the Age Discrimination Act of 1975, as amended (42 USC 6102), and all applicable Federal laws and regulations, policies, procedures, and directives of the U.S. DOT, FEMA, and/or other Federal-aid agencies, as they may be promulgated and amended from time to time.

**ARTICLE 44 – CONVICT LABOR PROHIBITION**

The CONSULTANT does hereby represent and certify that it will comply with the convict labor prohibition in 23 U.S.C. 114, and all implementing regulations thereto.

***REMAINDER OF PAGE LEFT BLANK INTENTIONALLY***

In Witness Whereof, AUTHORITY, and CONSULTANT have made and executed this Agreement all as of the day and year first above written.

**SOLID WASTE AUTHORITY OF PALM BEACH COUNTY:**

WITNESS:

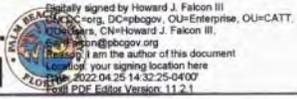
1. [Signature]
2. [Signature]

By: [Signature]  
 Daniel Pellowitz  
 Executive Director

(SEAL)

**APPROVED AS TO LEGAL SUFFICIENCY:**

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



**APPROVED AS TO TERMS AND CONDITIONS:**

[Signature]  
 Signature  
Patrick D. Carroll  
 Print Name  
COO  
 Title

**ATTEST:**

[Signature]  
 Corporate Secretary

**THOMPSON CONSULTING SERVICES, LLC:**

[Signature]  
 Authorized Signature  
Jon Hoyle  
 Print Name  
 President  
 Title  
04/19/2022  
 Date

WITNESS:

1. [Signature]
2. Lydia Pena

(Affix Corporate Seal)



Approved by Authority Board on April 13, 2022, Item No.: 9.C.2

<b>SCOPE OF WORK</b>
----------------------

**1. BACKGROUND INFORMATION:**

- A. The AUTHORITY is seeking CONSULTANT to provide Disaster Debris Management and Support Services for the AUTHORITY. The CONSULTANT is expected to be extremely knowledgeable in Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) regulations, guidelines, and operating policies. The CONSULTANT will support the AUTHORITY before, during and following a disaster recovery effort and will be responsible for the overall monitoring of debris collection. The CONSULTANT shall coordinate with the Disaster Debris Removal Contractor(s) and the AUTHORITY to ensure a compliant, well-managed and organized approach to debris collection and disposal within FEMA guidelines.
- B. The AUTHORITY will utilize an Automated Debris Management System (ADMS) and anticipates that the Disaster Debris Removal Contractor(s) will provide vehicle certification.
- C. The AUTHORITY will provide a Field Service Representative for each AUTHORITY'S Franchise Service Area (1-6) to oversee and monitor the collection activity within these service areas and to work directly with the Disaster Debris Removal Contractor(s) and the CONSULTANT to schedule all work. The AUTHORITY will provide Temporary Debris Management Sites (TDMS).
- D. The AUTHORITY currently has an Enterprise Geographic Information system (GIS) which utilizes ESRI's ArcGIS Server, ArcGIS Desktop Advanced, and Microsoft's SQL Server. Data is published to staff and the public using Rolta's Onpoint, which is a thin client for ESRI's ArcServer.
- E. The AUTHORITY'S Disaster Debris Removal Contractor(s) will provide the manpower and collection equipment in a timely manner to safely remove disaster debris as soon as possible. Additionally, the AUTHORITY'S Disaster Debris Removal Contractor(s) will open and operate Temporary Debris Management Site (TDMS) and immediately begin processing material on site and begin shipping material to final destination within ten (10) days of opening.
- F. The purpose of this RFP is to put in place an indefinite delivery/indefinite quantity Agreement for Disaster Management and Support Services based upon the specifications detailed herein. Task Orders will be issued pursuant to the Agreement, as necessary to complete work. What follows is a general description of the work anticipated.

**2. SCOPE OF SERVICES:**

- A. The scope of services to be provided pursuant to this RFP includes Project/Operations Management, Collection Monitoring, Automated Debris Management System (ADMS), Data Processing and Management, Temporary Debris Management Site (TDMS) Monitoring, Debris Vehicle Certification, Damage Complaint Tracking, Data Compilation and Reporting, Payment Monitoring and Reconciliation Processing, Reporting and Coordinating with the AUTHORITY'S Project/Operations Manager, and other related services as outlined in this section.
- B. PROPOSERS are advised to propose based on the entire scope of services as defined herein, however the AUTHORITY reserves the right to select which specific services the CONSULTANT will provide and to add or delete services throughout the term of any resulting Agreement with mutual consent.

2.1 Project/Operations Management

CONSULTANT will be responsible for Project/Operations Management of the debris monitoring activities for the AUTHORITY. This responsibility includes providing an experienced Project/Operations Manager, supplying a temporary field office for the monitoring staff, and coordinating and meeting with the AUTHORITY, field staff and contractors. Additionally, CONSULTANT will be responsible for hiring, training, deploying, scheduling and monitoring the activities of its collection monitors.

2.2 Collection Monitoring

- a. The CONSULTANT will be responsible for monitoring and certifying all AUTHORITY'S authorized collection activities. This responsibility includes monitoring and certifying all collection equipment, debris loads to ensure eligibility for federal reimbursement, providing trained collection monitors, exercising quality control over the debris monitoring activity, and providing daily feedback to the AUTHORITY. CONSULTANT shall ensure that all Disaster Debris Removal Contractor(s) loads are correctly captured by their ADMS.
- b. The CONSULTANT shall photographically document daily collection activities. CONSULTANT shall identify and document all leaners, hangers and stumps and coordinate with federal and state representatives to ensure eligibility and maximum reimbursement.
- c. Additionally, the CONSULTANT shall coordinate with the AUTHORITY to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc.
- d. CONSULTANT'S staff should be equipped with modern communication equipment. CONSULTANT shall have the ability to maintain shapefiles or geodatabases of collection passes, customer complaints and leaners, hangers and stumps including photos, and to track these issues using a GIS and provide an updated shapefile or geodatabase to the AUTHORITY on an appropriately determined schedule.

2.3 **Automated Debris Management System (ADMS)**

- a. Per FEMA policy document 327 Public Assistance Debris Monitoring Guide ([https://www.fema.gov/pdf/government/grant/pa/fema\\_327\\_debris\\_monitoring.pdf](https://www.fema.gov/pdf/government/grant/pa/fema_327_debris_monitoring.pdf)), recent advances in automated debris management tracking systems provided real-time, automated tracking and reporting. FEMA embraces technological advancements and recognizes the potential benefits of these automated systems.
- b. The CONSULTANT shall provide an electronic automated debris management system that shall create load tickets electronically, eliminating the need for written and scanned tickets. The ADMS features shall include, at a minimum, the following:
  1. Paperless electronic (handheld device) load ticket generation and data collection;
  2. Debris vehicle certification data capture at certification site;
  3. Encrypted and secure field data transfer (field to TDMS, TDMS to server);
  4. Accessible secure database for government and Disaster Debris Removal Contractor(s) use. Database will be internet accessible by Disaster Debris Removal Contractor(s), AUTHORITY, State and other public entities on a need to know basis;
  5. Minimal manual entry of load ticket data fields (e.g., load call, type of debris, automated system capable to input possible municipal paper tickets or different ADMS systems);

## EXHIBIT "A"

6. Automation of debris pickup location thru use of Global Positioning System (GPS) technologies;
  7. Evaluation of daily event status using web-based reporting and GIS tools;
  8. Coordination of Disaster Debris Removal Contractor(s) invoices, FEMA documentation and applicant payment process enabled thru an integrated database management system;
  9. CONSULTANT shall use an ADMS during the performance of services under this agreement for managing the collection, transport, and/or disposal of debris.
- c. The AUTHORITY has Interlocal Agreements for Disaster Debris Management with municipalities to deliver eligible storm debris to AUTHORITY'S TDMS. These municipalities may choose to use the current AUTHORITY'S paper load ticket system or contract with another ADMS company.
- d. The municipalities must submit a legible and complete paper load ticket at the AUTHORITY'S TDMS with each load. The AUTHORITY will provide the truck certification, placard, and load tickets for these municipalities. CONSULTANT will be responsible to enter paper load ticket(s) and ADMS data from a different ADMS company contracted for debris load monitoring service by a municipality delivering eligible debris to an approved AUTHORITY TDMS.

### 2.4 Temporary Debris Management Site (TDMS) Monitoring

The CONSULTANT will provide TDMS monitors and spotters to observe and document the unloading, processing and loading of debris in strict accordance with FEMA requirements and the AUTHORITY'S Debris Management Plan. This responsibility includes estimating the load volume, completing the ADMS load tickets and signing and certifying that the information is complete and accurate. Additional responsibilities include conducting pre-use and post-use environmental monitoring, ensuring that the truck certifications are accurate, ensuring that all collection vehicles are equipped with the necessary safety restraints, coordinating with all federal, state and local agencies, and keeping accurate records.

### 2.5 Debris Vehicle Certification

The CONSULTANT will be responsible for measuring and capturing data elements for each Disaster Debris Removal Contractor(s) vehicle in strict accordance with FEMA requirements utilizing their ADMS. Additionally, CONSULTANT will take a photograph of each vehicle showing the vehicle number and type of vehicle. CONSULTANT will also perform random verifications once per week at each TDMS to ensure that no vehicle modifications have been made.

### 2.6 Damage Complaint Tracking

The CONSULTANT shall assist the AUTHORITY with tracking, managing, reporting and customer follow-up through to resolution of all damage complaints resulting from debris removal activities. The AUTHORITY requires the complaints to be tracked using a GIS including linked photos.

### 2.7 Data Compilation and Reporting

- a. The CONSULTANT will be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data and vehicle certifications, project records, photos and manifests, etc., to support federal (FEMA), state and local reimbursements, and subsequent audits.

## EXHIBIT "A"

- b. The CONSULTANT will be responsible for providing regular status updates to the AUTHORITY. This reporting will include creating, updating and maintaining a database to include all information on debris removal and disposal, including number of loads and types, vehicle certification, stump, hanger and leaner information and images. All electronic reporting will be provided in a format acceptable to the AUTHORITY and the AUTHORITY shall have access to the database to perform queries and produce reports. The AUTHORITY will require the CONSULTANT to meet minimum standards for the timeliness of data reporting pursuant to this Section 2.2.

### 2.8 **Payment Monitoring and Reconciliation Processing**

The CONSULTANT will be responsible for reviewing, validating and reconciling Disaster Debris Removal Contractor(s) invoices prior to submission to the AUTHORITY for processing and approval.

### 2.9 **Other Related Services**

Additional services the AUTHORITY requires the CONSULTANT to provide include the following:

- a. Assistance the AUTHORITY in preparing final reports for reimbursement by FEMA, FHWA and other agencies;
- b. Providing professional oversight to ensure compliance with Florida Department of Environmental Protection (FDEP), Florida Department of Transportation (FDOT), Florida Department of Forestry (DOF), and FEMA regulatory and reporting requirements, as well as any other federal, state, or local regulation applicable to debris management;
- c. Ensuring that the processing of federal funding is done as expeditiously as possible by taking ownership of the responsibility for ensuring the accuracy of invoices, payroll, monitoring information, reports, ADMS data, vehicle certifications, and operating data;
- d. Meeting with AUTHORITY'S representatives and the Disaster Debris Removal Contractor(s) daily during disaster event activation. Meeting with the AUTHORITY'S Project Manager or his/her designee at least once per year at no cost to the AUTHORITY prior to hurricane season, and;
- e. Additional services that the PROPOSER wishes to propose or that the AUTHORITY and the CONSULTANT agree to add at a later date.

<b>FEE SCHEDULE</b>
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**PROPOSAL FORM 2 – PRICE PROPOSAL**

PROPOSER shall provide a completed Proposal Form 2 – Price Proposal and provide a price on every item to be considered in the evaluation of his/her submittal. The Estimated Annual Hours and Total Proposal Price provided below will be used for proposal evaluation purposes only and does not reflect the scope of services for any post-disaster work. However, the Unit Price Per Hour will be a part of the Agreement.

<b>PROPOSED FEES</b> (based on estimated 3 million cubic yards)			
ITEM NO / POSITION DESCRIPTION	ESTIMATED ANNUAL HOURS	UNIT PRICE PER HOUR	EXTENSION
1. Project Office/Principal	200	\$ 89.00	\$ 17,800.00
2. Project Manager	700	\$ 85.00	\$ 59,500.00
3. Operations Manager	1,900	\$ 60.00	\$ 114,000.00
4. FEMA Reimbursement Manager	500	\$ 95.00	\$ 47,500.00
5. Operations Specialist	700	\$ 49.00	\$ 34,300.00
6. Field Supervisor	8,000	\$ 49.00	\$ 392,000.00
7. Engineer/Scientist/Professional	400	\$ 80.00	\$ 32,000.00
8. Environmental Consultant	700	\$ 70.00	\$ 49,000.00
9. Environmental Field Technician	700	\$ 50.00	\$ 35,000.00
10. Data Manager	700	\$ 50.00	\$ 35,000.00
11. GIS Analyst/Specialist	200	\$ 49.00	\$ 9,800.00
12. Administrative Support	1,200	\$ 25.00	\$ 30,000.00
13. TDMS Monitor	22,000	\$ 36.00	\$ 792,000.00
14. Field Monitor	43,000	\$ 36.00	\$ 1,548,000.00
15. Call Center Operator	4,300	\$ 22.00	\$ 94,600.00
<b>TOTAL PROPOSAL PRICE (Items 1 - 15):</b>			<b>\$ 3,290,500.00</b>

Proposed fees shall be fully loaded and include all expenses and equipment, including but not limited to, ADMS travel related expenses, meal allowances, hotel rooms, and any other relevant out of pocket expenses, as well as vehicles, electronics, communications equipment and any other equipment, facilities, or infrastructure necessary to carry out the task.

## ATTACHMENT "A"

### BUY AMERICA REQUIREMENTS

Source of Supply – Steel and Iron (Federal Aid Contracts Only): For Federal-aid contracts, the CONSULTANT will only use steel and iron produced in the United States, in accordance with the buy America provisions of 23 CFR 635.410. CONSULTANT will ensure that all manufacturing processes for these materials occur in the United States. A manufacturing process is any process that modifies the chemical content, physical shape, size or final finish of a product, beginning with the initial melding and mixing and continuing through the bending and coating stages. A manufactured steel or iron product is complete only when all grinding, drilling, welding, finishing and coating have been completed. If a domestic product is taken outside the United States for any process, it becomes foreign source material. When using steel and iron as a component of any manufactured product incorporated into the project (e.g., concrete pipe, pre-stressed beams, corrugated steel pipe, etc.), these same provisions apply, except that the manufacturer may use minimal quantities of foreign steel and iron when the cost of such foreign materials does not exceed 0.1% of the compensation or \$2,500, whichever is greater. These requirements are applicable to all steel and iron materials incorporated into the finished work, but are not applicable to steel and iron items that the CONSULTANT uses but does not incorporate into the finished work. The CONSULTANT shall provide a certification from the producer of steel or iron, or any product containing steel or iron as a component, stating that all steel or iron furnished or incorporated into the finished product was manufactured in the United States in accordance with the requirements of this provision. Such certification shall also include: (1) a statement that the product was produced entirely within the United States, or (2) a statement that the product was produced with the United States except for minimal quantities of foreign steel and iron and specify the actual value of the product. Each such certification shall be furnished to the AUTHORITY prior to incorporating the material into the project. When FHWA allows the use of foreign steel on a project, CONSULTANT shall furnish invoices to document the costs of such material, and obtain the AUTHORITY's written approval prior to incorporating the material into the project.

**VILLAGE OF NORTH PALM BEACH  
PARKS AND RECREATION DEPARTMENT**

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TO: Honorable Mayor and Council  
THRU: Andrew D. Lukasik, Village Manager  
FROM: Zakariya Sherman, Director of Leisure Services  
DATE: May 12, 2022  
SUBJECT: **RESOLUTION** – FRDAP Grant Purchase – Osborne Park Basketball Court Renovation

---

The Village has been approved for a \$50,000 (no match) State of Florida Recreation Development Assistance Program (FRDAP) Grant for the renovation of the Osborne Park Basketball court.

Background:

As part of the project, the basketball court surface at Osborne Park needs to be re-asphalted. Staff received the following proposals for this project:

<b>Vendor</b>	<b>Cost</b>
All County Pavement Management Solutions	\$29,997.00
Papico Construction Inc.	\$54,000.00

Pricing:

The proposal from All County Pavement Management Solutions is pursuant to pricing established in an existing contract with the Palm Beach County School District (Bid No. 20C-46V) expiring June 21, 2023. The Village’s purchasing policies and procedures authorize concurrent competitive purchasing on other state and local government contracts. A secondary quote was obtained from a qualified vendor to verify “fair market value” as required by the Village’s purchasing policies and procedures.

A rendering of their proposed scope of work is attached.

Funding:

There is no net impact on the General Fund budget. The attached budget amendment appropriates \$50,000 in a Special Revenue Recreation Grant Fund to set aside monies for this reimbursable grant:

**Budget Amendment – Recreation Grant Fund:**

<b>Account</b>	<b>Description</b>	<b>Use</b>	<b>Source</b>
U2124-33025	Osborne Park Grant Revenue – FRDAP		\$50,000
U8024-66000	Osborne Park Grant Expense – Capital	\$50,000	
<b>Total</b>		<b>\$50,000</b>	<b>\$ 50,000</b>

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

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution accepting the proposal submitted by All County Pavement Management Solutions to replace the Osborne Park basketball surface at a total cost of \$29,997.00 with funds expended from Account No. U8024-66000 (Osborne Park Grant Expense - Capital), authorizing the Mayor and Village Clerk to execute the required budget amendment to provide funds for the project and authorizing the Mayor and Village Clerk to execute a Contract relating to such services in accordance with Village policies and procedures.**

## RESOLUTION 2022-\_\_\_\_\_

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A PROPOSAL FROM M & M ASPHALT MAINTENANCE, INC. D/B/A ALL COUNTY PAVING FOR THE RENOVATION OF THE OSBORNE PARK BASKETBALL COURT PURSUANT TO PRICING ESTABLISHED IN AN EXISTING PALM BEACH COUNTY SCHOOL DISTRICT CONTRACT; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; APPROVING A BUDGET AMENDMENT TO THE RECREATION GRANT FUND TO REFLECT THE RECEIPT AND APPROPRIATION OF FRDAP GRANT FUNDS TO FACILITATE THE PURCHASE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village was awarded a non-matching \$50,000.00 Florida Recreation Department Assistance Program (FRDAP) Grant for the renovation of the basketball court as Osborne Park; and

WHEREAS, Village Staff recommends accepting the proposal from M & M Asphalt Maintenance, Inc. d/b/a All County Paving for the basketball court renovation utilizing pricing established in an existing Palm Beach County School District Contract for Paving and Drainage Services (Contract No. 20C-46V) at a total cost of \$29,997.00; and

WHEREAS, in order to fund the purchase, the Village Council wishes to amend the Recreation Grant Fund Budget to account for the receipt and appropriation of the grant funds; and

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

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

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

Section 2. The Village Council hereby accepts the proposal from M & M Asphalt Maintenance, Inc. d/b/a All County Paving for the renovation of the Osborne Park basketball court utilizing pricing established in an existing Palm Beach County School District Contract for Paving and Drainage Services (Contract No. 20C-46V) at a total cost of \$29,997.00, with funds expended from Account No. U8024-66000 (Osborne Park Grant Expense – Capital). The Village Council further authorizes the Mayor and Village Clerk to execute a Contract for such services, a copy of which is attached hereto and incorporated herein.

Section 3. In order to reflect the receipt and appropriation of grant funds, the Village Council hereby approves the following budget amendment:

**Budget Amendment – Recreation Grant Fund:**

<b>Account</b>	<b>Description</b>	<b>Use</b>	<b>Source</b>
U2124-33025	Osborne Park Grant Revenue – FRDAP		\$50,000
U8024-66000	Osborne Park Grant Expense – Capital	\$50,000	
<b>Total</b>		<b>\$50,000</b>	<b>\$ 50,000</b>

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

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

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

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

## CONTRACT

This Contract is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter "VILLAGE"), and M & M ASPHALT MAINTENANCE, INC. D/B/A ALL COUNTY PAVING, 1180 S.W. 10<sup>th</sup> Street, Delray Beach, Florida 33444, a Florida corporation (hereinafter "CONTRACTOR"), whose F.E.I. Number is 61-1595442.

### RECITALS

WHEREAS, the VILLAGE is in need of a contractor for the renovation of the basketball court at Osborne Park; and

WHEREAS, the School District of Palm Beach County, through its competitive selection process, awarded a Contract for Paving and Drainage Services (Contract No. 20C-46V) to CONTRACTOR; and

WHEREAS, the VILLAGE requested that the CONTRACTOR provide a proposal for the renovation of the basketball court at Osborne Park based on the pricing established in the School District Contract; and

WHEREAS, as authorized by the VILLAGE's purchasing policies and procedures, the VILLAGE desires to retain CONTRACTOR's services by "piggy-backing" the School District Contract, including all terms, conditions and pricing set forth therein.

NOW THEREFORE, in consideration of the mutual promises set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. School District Contract. The School District of Palm Beach County's Contract for Paving and Drainage Services (Contract No. 20C-46V) with CONTRACTOR, attached hereto as Exhibit "A," is incorporated herein by reference.
3. CONTRACTOR's Services and Time of Completion.
  - A. In accordance with the terms and conditions of the School District Contract and at the direction of the VILLAGE, CONTRACTOR shall perform the renovation work in accordance with its Proposal dated March 8, 2022 (No. TS-136Rev1), a copy of which is attached hereto as Exhibit "B" and incorporated herein by reference.
  - B. The total cost of such services shall not exceed **\$29,997.00**.
  - C. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed and shall be completed within ninety (90) calendar days.

4. Conflict of Terms and Conditions. Conflicts between documents shall be resolved in the following order of precedence:

- A. This Contract
- B. Exhibit "A" (School District Contract)
- C. Exhibit "B" (CONTRACTOR's Proposal)

5. Compensation to CONTRACTOR. Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(B) above without prior written consent of the VILLAGE. CONTRACTOR shall submit invoices to the VILLAGE for review and approval by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with this Contract, and they then will be sent to the Finance Department for payment. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval. CONTRACTOR waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract. In order for both parties herein to close their books and records, CONTRACTOR will clearly state "final invoice" on CONTRACTOR's final/last billing to the VILLAGE. This certifies that all goods and services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of all goods and services.

6. Period and Renewals. This Contract shall be for the term as indicated in the School District Contract. Extensions or renewals to the School District Contract or any modification including new products, terms, or price changes to the School District Contract shall be submitted by CONTRACTOR to the VILLAGE for approval. In the event the School District Contract expires and no new contract is let by the School District, VILLAGE reserves the right, upon written agreement with CONTRACTOR to renew this Contract under the same terms and conditions for an additional period of one (1) year.

7. Insurance. CONTRACTOR shall obtain and maintain during the term of this Contract all insurance required under the School District Contract, with the VILLAGE named as an additional insured.

8. Indemnification.

A. To the fullest extent permitted by applicable laws and regulations, CONTRACTOR shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of CONTRACTOR and/or its subcontractors, agents, servants or employees.

B. CONTRACTOR shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results solely from the wrongful acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall

survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.

9. Compliance with all Laws, Regulations and Ordinances. In performing the services contemplated by this Contract, CONTRACTOR shall obtain all required permits (if any) and comply with all applicable federal, state and local laws, regulations and ordinances, including, but by no means limited to, all requirements of the Village Code and the Florida Building Code.

10. Warranty/Guaranty. Unless a longer period is stated in the School District Contract, CONTRACTOR warrants that its goods and services provided under this Contract will be free of defects in materials and workmanship for a period of one (1) year following delivery and completion of those goods and services.

11. Access/Audits. CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing services pursuant to this Contract for at least five (5) years after termination of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at CONTRACTOR's place of business. Under no circumstances will CONTRACTOR be required to disclose any confidential or proprietary information regarding its products and service costs.

12. Miscellaneous Provisions.

A. Failure of a party to enforce or exercise any of its right(s) under this Contract shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

B. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties **knowingly, voluntarily and intentionally waive any right they may have to trial by jury** with respect to any litigation arising out of or in connection with this Contract.

C. If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

D. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

E. All notices required in this Contract shall be sent by certified mail, return receipt requested, and sent to the addresses appearing on the first page of this Contract.

F. The VILLAGE and CONTRACTOR agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

G. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; [NPBCLERK@VILLAGE-NPB.ORG](mailto:NPBCLERK@VILLAGE-NPB.ORG); OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

1. Keep and maintain public records required by the VILLAGE to perform the service.
2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public

records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

H. CONTRACTOR is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR and its subcontractors. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR or its subcontractors to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract justifying termination.

I. CONTRACTOR warrants and represents that CONTRACTOR and all subcontractors are in compliance with Section 448.095, Florida Statutes, as may be amended. CONTRACTOR has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subcontractor stating that the subcontractor does not employ, contract with or subcontract with an unauthorized alien. If the VILLAGE has a good faith belief that CONTRACTOR has knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith believe that a subcontractor has knowingly violated Section 448.09(1), Florida Statutes, but CONTRACTOR has otherwise complained, it shall notify CONTRACTOR, and CONTRACTOR shall immediately terminate its contract with the subcontractor.

IN WITNESS WHEREOF, the VILLAGE and CONTRACTOR hereto have made and executed this Contract as of the day and year first above written.

**M & M ASPHALT MAINTENANCE, INC. D/B/A ALL COUNTY PAVING**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

**VILLAGE OF NORTH PALM BEACH**

By: \_\_\_\_\_  
DEBORAH SEARCY  
MAYOR

ATTEST:

BY: \_\_\_\_\_  
VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

BY: \_\_\_\_\_  
VILLAGE ATTORNEY

**PROJECT INFORMATION:**

Osborne Park Basketball Court  
715 Prosperity Farms Road  
North Palm Beach, FL 33408  
Mar 8, 2022

**SCOPE OF WORK:**

**PROJECT COORDINATION:**

1. Assign project manager to handle the project.
2. Provide break-out site plans with work schedules for the project.
3. Have a pre-construction meeting with the customer's designated representative and any interested parties.
4. Determine staging area for the equipment.

**STANDARD MOT:**

1. Set up standard MOT to include barricades and/or cones.

**MILL ENTIRE SECTION:** Up to 1,486 Sq. Yds.

1. Mill entire section up to 1 inches average
2. Mill & dispose limerock in north section if required.
3. Haul away all debris.

**ASPHALT PAVING:** Up to 1,486 Sq. Yds.

1. Tack areas with DOT approved primer tack.
2. Level any depressed areas prior to overlay.
3. Install 1 average hot plant mixed asphalt S-III
4. Roll and compact areas using a steel drum and rubber tire roller.
5. Remove any related debris from site
6. NOTE: Does not include any pavement markings, fencing removal or re-installation, no topsoil, sod, or irrigation restoration.





Stephen Poh  
 Village Of North Palm Beach  
 603 Anchorage Drive  
 Village of North Palm Beach, FL 33408  
 spoh@village-npb.org  
 561-904-2128  
**PROPOSAL NUMBER: TS-136Rev1**

This Bid Summary Document must be used to submit prices and must be uploaded to Demandstar. Prices submitted in any other format shall not be accepted. Vendor to complete ALL highlighted areas.

<b>VENDOR NAME:</b>	M & M Asphalt Maintenance, Inc. dba All County Paving
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<b>GROUP 2: EARTHWORK</b>					
ITEM	DESCRIPTION	UNIT	ESTIMATED	UNIT PRICE	TOTAL
			QTY		
A.	Excavation of Cut Areas to Stockpile	cy	36	\$ 6.00	\$ 216.00
H.	Load and Haul Excavated Material (20-30 miles)	cy	36	\$ 20.00	\$ 720.00
<b>TOTAL COST GROUP "2" (ITEMS A.-I.)</b>					\$ 936.00

<b>GROUP 3: PAVING /ALL WORK SHALL BE IN ACCORDANCE WITH LATEST FOOT STANDARDS)</b>					
ITEM	DESCRIPTION	UNIT	ESTIMATED	UNIT PRICE	TOTAL
			QTY		
<b>Concrete Surface Course (New Paving)</b>					
AA.	Mobilization, East of Twenty-mile Bend	ea	1	\$ 1,350.00	\$ 1,350.00
CC.	Asphalt Removal and Disposal	cy	35	\$ 165.00	\$ 5,775.00
<b>Reworking Existing Base Course</b>					
EE.	Scarify Existing Base	sy	100	\$ 5.00	\$ 500.00
<b>Milling of Existing Asphalt Pavement (Includes Disposal)</b>					
JJ.	1" Average Depth	sy	1486	\$ 4.25	\$ 6,315.50
<b>TOTAL COST GROUP "3" (ITEMS A.-KK.)</b>					\$ 13,940.50

<b>GROUP 4: RESURFACING /Includes broom sweeo/surface oreo and disoosall</b>					
ITEM	DESCRIPTION	UNIT	ESTIMATED	UNIT PRICE	TOTAL
			QTY		
<b>Pavement Resurfacing</b>					
B.	Type III, 1" Compacted Thickness	sy	1486	\$ 9.25	\$ 13,745.50
C.	Leveling Course	ton	11	\$ 125.00	\$ 1,375.00
<b>TOTAL COST GROUP "4" (ITEMS A.-E.)</b>					\$ 15,120.50

<b>TOTAL..... \$</b>	<b>29,997.00</b>
----------------------	------------------



South FL. Corporate Office  
 1180 SW 10th St.  
 Delray Beach, FL 33444  
 561-588-0949

Paving Advisor  
 Josh Marfleet  
 T: +1 561-302-9361  
 E: jmarfleet@allcountypaving.com

www.ALLCOUNTYPAVING.com





Stephen Poh  
Village Of North Palm Beach  
603 Anchorage Drive  
Village of North Palm Beach, FL 33408  
spoh@village-npb.org  
561-904-2128  
**PROPOSAL NUMBER: TS-136Rev1**

**PROPOSAL TOTAL**

We propose to furnish the material and perform the labor necessary for the completion of project in accordance to specifications, and subject to conditions stated herein for the sum of:

\$ 29,997.00

**TOTAL OF SELECTED OPTIONS:**

\$

*\*Customer to enter \$0.00 if no options selected*

**CONTRACT TOTAL TO INCLUDE SELECTED OPTIONS:**

\$

**AUTHORIZATION TO PROCEED & CONTRACT:**

All Prices quoted are valid for 30 days from the date of this proposal. This proposal price is based on work being completed during the hours of 7:00 AM and 6:00 PM, Monday-Friday, excluding holidays. Additional fees will apply if work is required to be completed at night or on the weekends. Please contact your sales representative for details.

**ACCEPTED:** Prices, specifications, terms, and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. We agree to pay the total sum or balance in full upon completion of this project. Payment will be made as outlined below.

**PAYMENT TERMS:**

Payment Due Upon Completion

**BILLING INFORMATION:**

Select if email invoice is preferred

Billing Company & Contact Name:

Billing Street Address:

Billing City, State, Zip:

Billing Phone Number:

Billing Contact E-mail

\_\_\_\_\_  
Signature of Approval by Customer

\_\_\_\_\_  
Printed Name & Title/Position

\_\_\_\_\_  
Date

**PAVEMENT**  
MAINTENANCE & RECONSTRUCTION

**TOP CONTRACTOR**

2014, 2015, 2016, 2017, 2018, 2019, 2020

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Paving Advisor  
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561-904-2128  
**PROPOSAL NUMBER: TS-136Rev1**

## TERMS AND CONDITIONS

### CUSTOMER INSTRUCTIONS AND INFORMATION

#### Work Area Preparation

1. All County needs suitable access to the work area, and if it is dependent upon, or in conjunction with the work of others, such work shall be performed and completed prior to arrival, so All County can work uninterrupted in a single shift operation.
2. All vehicles must be removed from the work area no later than 7:15 am, unless otherwise agreed, to deliver the project work on schedule.
3. Tow Trucks need to be arranged 5 days prior to the start of work and must be on call to remove cars from the scheduled work zone as necessary. The Customer is financially responsible for towing services and any created delays. If any cars are left on the area of work, All County Paving cannot be held responsible for any damage to the vehicle.
4. All County Paving will not be responsible for persons entering the work area, tracking of materials or paint, or any damages to cars or persons trespassing in the designated areas.
5. Existing asphalt or concrete cracks with vegetation growing in them should be prepared with several treatments of weed killer prior to All County Paving arrival.
6. The sprinkler system should be off 24 hours prior to the commencement of your project and stay off 48 hours after completion of project. The surface must be dry for our arrival as areas where the newly sealed pavement is wet may wear prematurely.
7. Suspend lawn cutting during the work period.
8. Please make sure street sweepers are cancelled during the sealcoating projects and should not be used on newly sealcoated areas.
9. Dumpsters in the scheduled area must be removed or moved to another area. Dumpsters not moved, will be subject to additional fees.

#### Customer Expectation

1. New pavement is susceptible to scuffing and marks until it has properly cured.
2. Large cracks in the existing asphalt may reflect through the new asphalt in time.
3. There will be a tire 'tracking'-this cannot be avoided, but the tracking marks will disappear in time.
4. The asphalt surface that will be placed on this project will not have the finish and look of a sealcoat application. If sealcoat is desired later, All County Paving will be happy to quote you separately.
5. Sealcoating is not a crack filler. All existing cracks in the pavement will still be visible after sealcoating.
6. All County Paving cannot guarantee elimination of standing water.
7. All County guarantees the sealer against peeling or flaking off of stable asphalt for a period of (1) year, excluding normal wear & tear.
8. All County guarantees all workmanship and materials for up to (1) year, excluding normal wear & tear. Warranty starts at conclusion of work and is not valid until payment has been made in full.
9. A certificate of Insurance will be issued upon request prior to commencement of work.

#### CONTRACT TERMS AND CONDITIONS

1. Our proposals are limited to include items only, anything not specifically included is excluded from contract. Any alteration or deviation from proposal specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate.
2. The proposal or contract provided, including all stated terms and conditions, shall become a legally binding attachment to any contract entered between All County Paving and the financially responsible company for which the work will be performed.
3. All County Paving recommends a Civil Engineer be retained for ADA upgrades. As such All County Paving makes no claim that ADA upgrades will meet any/all local, state and federal guidelines on ADA compliance.
4. For projects requiring city or county permits, All County Paving will coordinate the process and charge an Actual Permit & Procurement Fee of \$495.00 per permit, plus actual cost of permit(s). Any additional work required by the permit(s) will be extra to the contract amount.
5. Any work performed by All County Paving which work is on public property, the (Client/Owner) agrees and understands that the project property which it owns shall be charged with all indebtedness here under.
6. In the event of any litigation or other proceeding arising out of this agreement, the prevailing party shall be entitled to collect its attorneys' fees and all costs of litigation from the other party, including appellate attorneys' fees.
7. All accounts past due will incur a finance charge of 18% per annum.
8. All County Paving reserves the right to withdraw the proposal at any time prior to the commencement of work should material price fluctuations rise significantly.
9. All County reserves the right to revisit the site if time has elapsed from the original proposal to acceptance.
10. Any additional mobilizations for Paving will be billed at a rate of \$5,500.00 each.
11. Any additional mobilizations for Sealcoating will be billed at a rate of \$1,750.00 each.
12. Delays to All County Paving of a Maintenance Crew shall be paid at a rate of \$200.00 per half hour and delays to All County Paving of a Paving and/or Milling Crew shall be paid at a rate of \$350.00 per half hour by the customer.
13. Any broken car stops will be replaced at an additional cost of \$60.00 each.
14. There will be a charge of \$47.50 above the Contract amount to dispose of used materials at an approved environmentally compliant waste facility.
15. Due to the fluctuations in the petroleum markets, All County Paving reserves the right to impose a fuel surcharge.
16. Reflective Pavement Markers are excluded from the warranty. Any additional reflective pavement markers that are required by the city code will be an additional charge of \$10.00 each to the contract amount.
17. All County Paving will not be responsible for damage to grass, sod, irrigation or any other underground utilities. Excavated materials will be left in the islands/landscaped areas.
18. All County Paving will not be responsible for unforeseen conditions that arise; they may result in additional costs to the customer.
19. All County guarantees its' sealer products against peeling or flaking of stable asphalt for a period of (1) year, excluding normal wear and tear.
20. Newly seal coated areas will be barricaded for 24-48 hours after project completion. It is the responsibility of the customer to keep the area clear to allow proper curing of the material. Failure to do so will void any warranty.
21. All County Paving guarantees all workmanship and materials for up to (1) year, excluding normal wear and tear. The warranty starts at the conclusion of work and is not valid until payment has been made in full.
22. All work is to be completed in a workmanlike manner according to standard practices. Our workers are covered by Workmen's Compensation Insurance.

**Customer must initial here that they have read and accept the above Terms & Conditions**

South FL. Corporate Office  
1180 SW 10th St.  
Delray Beach, FL 33444  
561-588-0949

Paving Advisor  
Josh Marfleet  
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**PAVEMENT**  
MAINTENANCE & RECONSTRUCTION  
**TOP CONTRACTOR**  
2014, 2015, 2016, 2017, 2018, 2019, 2020

[www.ALLCOUNTYPAVING.com](http://www.ALLCOUNTYPAVING.com)

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

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

1. Project Title (Project): Osborne Park Agreement Number: A2002

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

Grantee Name: Village of North Palm Beach Entity Type: a local government

Grantee Address: 501 US Highway 1, North Palm Beach, FL 33408-4901 FEID: 59-6017984 (Grantee)

3. Agreement Begin Date: upon execution Date of Expiration: June 30, 2024

4. Project Number: A22002 Project Location(s): 715 Prosperity Farms Road, North Palm Beach, FL 33408-4741  
(If different from Agreement Number)

Project Description: Renovate basketball courts and restrooms. Install new landscaping.

5. Total Amount of Funding:	Funding Source?	Award #/s or Line Item Appropriations:	Amount per Source(s):
<u>\$50,000.00</u>	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<u>Line Item No. 1692A, GAA, FY2021-2022</u>	<u>\$50,000.00</u>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			<u>\$50,000.00</u>

6. Department's Grant Manager Name: Angela Bright or successor  
Address: 3900 Commonwealth Blvd,  
MS# 585  
Tallahassee, FL 32399  
Phone: 850-245-2501  
Email: angie.bright@floridadep.gov

Grantee's Grant Manager Name: Russell Ruskay, Director Parks & Recreation or successor  
Address: 501 US Highway 1  
North Palm Beach, FL 33408-4901  
Phone: 561-841-3384  
Email: rruskay@village-npb.org

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

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

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

Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	<input type="checkbox"/> Yes <input type="checkbox"/> N/A

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

Village of North Palm Beach

GRANTEE

Grantee Name

By

  
(Authorized Signature)

Date Signed

9-9-2021

RUSSELL RUSKAY Director of Parks & Recreation  
Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By

Callie DeHaven Digitally signed by Callie DeHaven  
Date: 2021.09.22 10:12:50 -0400  
Secretary or Designee

Date Signed

Callie DeHaven, Director, Division of State Lands

Print Name and Title of Person Signing

Additional signatures attached on separate page.



THE SCHOOL DISTRICT  
OF PALM BEACH COUNTY, FLORIDA

DARCI GARBACZ  
DIRECTOR

MICHAEL J. BURKE  
CHIEF FINANCIAL OFFICER

**Purchasing Department**  
3300 Forest Hill Boulevard, Suite A-323  
West Palm Beach, FL 33406-5813  
Phone: (561) 434-8214 Fax: (561) 963-3823  
[www.palmbeachschools.org/purchasing](http://www.palmbeachschools.org/purchasing)

May 4, 2020

M&M Asphalt Maintenance Inc. d/b/a All County Paving  
1180 SW 10th Street  
Delray Beach, FL 33444

Attn: Jeffrey Cohen  
Email: [publicworks@allcountypaving.com](mailto:publicworks@allcountypaving.com)

**Subject:** Letter of Agreement  
**Bid Number:** 20C-46V  
**Title:** Paving and Drainage Services  
**Contract Term:** June 22, 2020 through June 21, 2023  
**Contact Information:** Debra Hammerschlag, 561-434-8229

Dear Mr. Cohen:

The School District of Palm Beach County, Florida, has accepted your offer to renew Bid Number 20C-46V to furnish services for the contract of Paving and Drainage Services. This acceptance is subject to compliance with the bid specifications, terms and conditions, all pertinent laws of the State of Florida and instructions as determined by the General Counsel for the School District.

Please check your certificate of insurance (See Special Condition "S" "INSURANCE REQUIREMENTS") to confirm that it is current. If it is not current, please email us an updated original certificate of insurance to [insurancecertificate@palmbeachschools.org](mailto:insurancecertificate@palmbeachschools.org), or fax to 561-963-3823 within seven (7) days of this notification. Your insurance company is required to have the School Board of Palm Beach County, Florida, NAMED AS AN ADDITIONAL INSURED AND MUST REFERENCE THE ABOVE BID NUMBER.

Purchase orders may be issued to cover supplies / equipment / services (**choose one**) as the need arises. Purchase orders are your notification to proceed with fulfilling the School Districts request for supplies / equipment / services (**choose one**). Shipment without proper authorization may result in nonpayment.

If you have any questions, please do not hesitate to call my office at **561-434-8229**. Thank you for renewing your bid and we are looking forward to doing business with you and your company.

Sincerely,

Darci Garbacz  
Darci Garbacz (May 4, 2020)

Darci Garbacz, C.P.M., Director  
Purchasing Department

CC: bid file  
Debra Hammerschlag, Purchasing Agent

DH  
DH

---

**The School District of Palm Beach County, Florida**  
**A Top-Rated District by the Florida Department of Education Since 2005**  
*An Equal Education Opportunity Provider and Employer*

**VILLAGE OF NORTH PALM BEACH  
CAPITAL IMPROVEMENT PLAN  
2022 - 2026**

<b>Strategic Result :</b> Quality of Life	<b>Department :</b> Parks & Recreation
<b>Project Name :</b> Osborne Park Basketball Courts	<b>Year(s) :</b> 2022
<b>Project Description :</b> Renovate the basketball courts at Osborne Park.	
<b>Link to Strategic Plan :</b> The project will renovate the condition of the surface and equipment at the basketball court.	
<b>Need, Justification, Benefits :</b> The basketball court surface is in very poor condition. The current layout of the courts is not efficient due to the location of the west side door on the building. The existing baskets and poles are in need of replacement.	
<b>Location &amp; Area Map</b>	<b>Project Photo</b>
	
<b>Comments :</b> The State of Florida Recreation Development Assistance Program (FRDAP) will provide 100% of the needed funding. This grant is for \$50,000 and does not require a match from the Village.	

**VILLAGE OF NORTH PALM BEACH  
CAPITAL IMPROVEMENT PLAN  
FINANCIAL INFORMATION  
2022 - 2026**

<b>Project Name :</b>	Osborne Park Basketball Courts					
<b>Strategic Result :</b>	Quality of Life					
<b>Department :</b>	Parks & Recreation					
	<b>2022</b>	<b>2023</b>	<b>2024</b>	<b>2025</b>	<b>2026</b>	<b>Total</b>
<b>Project Budget :</b>						
Land acquisition						\$0
Planning / Design						0
Engineering						0
Construction	50,000					50,000
Vehicle						0
Equipment						0
Other						0
<b>Total Budget</b>	\$50,000	\$0	\$0	\$0	\$0	\$50,000
<b>Funding Sources :</b>						
General revenues						\$0
Impact fees						0
Grant revenues	50,000					50,000
Debt service						0
Infrastructure Surtax						0
Fund balance						0
Other						0
<b>Total Revenues</b>	\$50,000	\$0	\$0	\$0	\$0	\$50,000
<b>Operating Impact:</b>						
Personnel						\$0
Operating						0
Capital						0
Other						0
<b>Total Operating</b>	\$0	\$0	\$0	\$0	\$0	\$0
<b>Comment(s)</b>	There may be operating efficiencies or avoidance of future costs that result from the improvements, but these impacts are not presently quantifiable and are believed to be marginal.					
<b>Grant Information</b>	This FRDAP grant does not require a financial match from the Village.					

**SCHOOL DISTRICT OF PALM BEACH COUNTY**  
**PURCHASING DEPARTMENT**

March 9, 2020

**ADDENDUM NO.: 1**

**INVITATION TO BID NO.: 20C-46V**

**TITLE: TERM CONTRACT FOR PAVING AND DRAINAGE SERVICES**

**RETURN DATE:** March 23, 2020, 2:00 P.M. EST

This addendum modifies the above listed Invitation to Bid as follows:

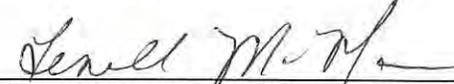
**Questions and Answer:**

Q1. What is the overall budget for this solicitation?

A1. The estimated annual spend on this Term Contract is \$1,000,000

Your electronic signature on the Bidder Acknowledgement form will recognize receipt of this addendum.

  
\_\_\_\_\_  
Debra Hammerschlag, Purchasing Agent

  
\_\_\_\_\_  
Genell McMann, General Manager of Purchasing

Posting of Conditions/Specifications

This Addendum will be posted for review by interested parties, at BidSync.com on the date of the Addendum electronic mailing and will remain posted for a period of 72 hours. Failure to file a protest on any changes to the specifications contained in the Addendum within the time prescribed in section 120.57 (3) Florida Statutes, will constitute a waiver of proceedings under Chapter 120 Florida Statutes, and applicable School Board rules, regulations and policies.

Any person who files an action protesting the specifications contained in this Addendum, pursuant to Section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured

by an acceptable surety company in Florida payable to the School Board of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the Board prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
OFFICE OF DIVERSITY IN BUSINESS PRACTICES

# Participation Letter of Intent

Minority/Women Business Enterprise (M/WBE)  Small Business Enterprise (SBE) N/A

Submit completed form to the Senior Project Administrator (SPA). Direct all questions to (561) 681-2403.

Form must be submitted to [Bidsync.com](http://Bidsync.com)

BID/RFP or Project Name Term Contract For Paving & Drainage Services 200-460V

Name of Bidder/Construction Manager M & M Asphalt Maintenance Inc., dba All County Paving

The undersigned intends to perform work with the above project as (check one):

- Individual  Partnership  Corporation  Joint Venture\* *If a joint venture, attach letterhead or other documentation proving relationship*

The undersigned intends to perform work with the above project as (check one):

- Subcontractor  Subconsultant  Manufacturer  Supplier

The undersigned is:

- Certified with the School District of Palm Beach County as a M/WBE Vendor.  
 Certified with the School District of Palm Beach County as a SBE Vendor.  
 Certified with the State of Florida, Department of General Services (Provisional).

The undersigned is: (M/WBE or SBE must check one in Column 1 and Column 2; Column 3, if applicable)

**Column 1**

**Column 2**

**Column 3**

- African American  Native American  Female  Male  Physically Impaired  
 Asian American  American  
 Hispanic American

**PARTICIPATION** The undersigned intends to perform the following work in connection with the above project:

Item No.	Division No.	Contract (Trade) Items (Description/Division)	Amount

If the undersigned intends to sub-contract any portion of this subcontract to a non-certified M/WBE or SBE subcontractor, the amount of any such subcontract must be stated: \$ \_\_\_\_\_

Name of M/WBE or SBE Subcontracting Firm \_\_\_\_\_

Name and Position (type or print) \_\_\_\_\_

**INTERNAL USE ONLY - ROUTING DISPOSITION**  
All executed originals of the form must be submitted to the  
Office of Diversity in Business Practices  
3300 Summit Blvd., West Palm Beach, FL 33406-5813

[Signature] 3-17-20  
Signature Date

The Prime vendor understands and agrees to inform the Office of Diversity in Business Practices (ODBP) of any changes to the information contained in this form within five (5) business days.

STATE OF FLORIDA )  
                          ) SS  
COUNTY OF Palm Beach

**BEFORE ME** the undersigned authority, personally appeared Jeffrey Cohen who, being first duly sworn, on oath deposes and says that the information provided on PBSD 1525 Participation Letter of Intent is true and correct and that he or she has read the information provided on PBSD 1525 Participation Letter of Intent and knows the contents thereof.

AFFIANT

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of March, 2020 by Jeffrey Cohen

who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

NOTARY PUBLIC Signature [Signature]

Print Name Samantha Evans

State of Florida at Large (Seal)  
My commission expires 5/20/2023



# School District of Palm Beach County FL



## Solicitation No.

20C-46V

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**RESPONSES ARE DUE PRIOR TO:**

Mar 23, 2020

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RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

[www.BidSync.com](http://www.BidSync.com)

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The School District of Palm Beach County is an  
Equal Education Opportunity Provider and Employer.

<https://www.palmbeachschools.org/cms/one.aspx?pageId=6165437>

**THE SCHOOL DISTRICT OF PALM BEACH  
COUNTY PURCHASING DEPARTMENT  
3300 Forest Hill Boulevard, Suite A-  
323 West Palm Beach, FL 33406-5813**

**INVITATION TO BID  
Bidder Acknowledgement**

**Vendor Name: M&M ASPHALT MAINTENANCE INC D/B/A ALL COUNTY PAVING**

**Vendor Mailing Address: 1180 SW 10TH STREET  
DELRAY BEACH, FL 33444**

**E-Mail Address: PUBLICWORKS@ALLCOUNTYPAVING.COM**

**Area Code / Telephone Number: PUBLICWORKS@ALLCOUNTYPAVING.COM**

**Toll-Free Telephone Number: 5615880949**

**Fax Number: 561-588-2140**

**Web Address: WWW.ALLCOUNTYPAVING.COM**

**FEID No. or SS #: 1180 SW 10TH STREET**

**Delivery calendar days after receipt of order: 15 days**

**ANTI-COLLUSION**

**By electronically submitting your bid, the bidder certifies that they have not divulged, discussed or compared their bid with other bidders and have not colluded with any other bidder or parties to a bid whatsoever. No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid lists for the School District of Palm Beach County, Florida and I hereby certify that I have read and understand the requirements of this Invitation to Bid and that I am duly authorized to execute this offer document and any contract(s) and/or other transaction by award of this bid.**

**BID CERTIFICATION**

**I further certify that I have read the entire contents of this Invitation to Bid document and agree to full, complete and unconditional acceptance of the contents of this Invitation to Bid and all appendices and the contents of any Addendum released hereto. I further certify that by virtue of executing and returning this Bidder Acknowledgement Form, I am submitting the following information as this company's response.**

**Name of Representative Submitting Bid: JEFFREY COHEN**

**Title of Company Representative: EXECUTIVE VICE PRESIDENT**

**Date: 3-20-20**

Revised 1/9/14

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## GENERAL CONDITIONS FOR BIDS

The General Conditions for Bids, Special Conditions, Specifications, Addenda, and/or any other pertinent documents form a part of the Invitation to Bid, and by reference are made a part thereof.

1. **PURPOSE:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for The School Board of Palm Beach County, Florida (hereinafter referred to as the "Board"), the corporate body politic that governs, operates, controls, and supervises the School District of Palm Beach County, Florida (hereinafter referred to as "District").
2. **ANTI-COLLUSION:** By electronically submitting a bid, the bidder certifies that it has not divulged, discussed or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the bidder from all bid lists for the School Board of Palm Beach County, Florida.
3. **BIDS:** Bids will be received electronically through a secure site at BidSync.com until the date and time as indicated in this bid document. Bids will be opened publicly at the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406-5813, and all bidders and general public are invited to attend. It is the sole responsibility of the bidder to ensure its bid reaches BidSync on or before the closing date and hour as indicated in this bid document.
4. **CONTRACT:** The submission of your bid constitutes a firm offer by the bidder. Upon acceptance by the Board, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the Board. Unless otherwise stipulated in the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.
5. **WITHDRAWAL:** When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and the request will be reviewed for consideration. In no case shall a bidder be granted a release from a bid more than one time in a two-year period. A bidder may not withdraw a bid after the final call for bids at a designated time of opening.
6. **DEFAULT:** In case of default by the bidder, the Board may procure the articles or services from other sources and hold the bidder responsible for any excess costs incurred thereby.
7. **FUNDING OUT/ CANCELLATION OR TERMINATION WITH OR WITHOUT CAUSE:**
  - A. The School Board reserves the right to terminate this Contract for convenience, at any time and for no reason, upon giving thirty (30) days prior written notice to Bidder. If the Contract is terminated for convenience as provided herein, the School Board shall be relieved of all obligations under the Contract. The School Board will only be required to pay to the Bidder that amount of the Contract actually satisfactorily performed to the date of termination. The Bidder shall not be entitled under any theory to payment for work not actually performed or lost profits.
  - B. If the Bidder materially breaches its obligations under this Contract, the Superintendent will provide written notice of the deficiency by forwarding a notice citing the specific nature of the material breach. The Bidder shall have thirty (30) days to cure the breach. If the Bidder fails to cure the breach within the thirty (30) day period, the Superintendent shall issue a Notice of Termination for Default. Once the Superintendent has notified the Bidder that it has materially breached its Contract with the School Board, the Superintendent shall recommend to the School Board that it terminates the Contract for Cause. Notwithstanding the foregoing, the School Board reserves the right to terminate this Contract immediately with cause if necessary to protect the health, safety, and/or welfare of the School District's students or employees. The School Board shall review and consider the Superintendent's recommendation and determine whether the Bidder should be suspended from doing future work with the School Board, and if so, for what period of time. The School Board will consider the seriousness of the breach in making a determination as to whether a Bidder

should be debarred, and if so, for what period of time. The School Board will consider the seriousness of the breach in making a determination as to whether a Bidder should be debarred, and if so, for what period of time. Should the School Board terminate for default in accordance with this provision, the School Board shall be entitled to recover procurement costs in addition to all other remedies under law and/or equity. For purposes of this Section, a "material breach" shall be defined as any substantial, unexcused non-performance 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 Contract.

The Bidder shall have the option to terminate the Contract upon written notice to the Director of Purchasing. Such notice must be received at least sixty (60) days prior to the effective date of termination. Early termination of the Contract by the Bidder may result in removal from bidders/responder list and may result in Bidder being debarred. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

- C. Funding Out: Florida School Laws prohibit the Board or its designee from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.

It is necessary that fiscal funding out provisions be included in all bids in which the terms are for periods of longer than one year.

Therefore, the following funding out provisions are an integral part of this Invitation to Bid and must be agreed to by all bidders:

The Board or its designee may, during the contract period, terminate or discontinue the items covered in this bid for lack of appropriated funds upon the same terms and conditions.

Such prior written notice will state:

1. That the lack of appropriated funds is the reason for termination, and
2. Board agrees not to replace the equipment or services being terminated with equipment and services with functions similar to those performed by the equipment covered in this bid from another vendor in the succeeding funding period.

**"This written notification will thereafter release the School Board of Palm Beach County, Florida of all further obligations in any way related to such equipment covered herein".**

When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail/Federal Express/United Parcel Service or other traceable method, postage prepaid, addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To School Board: Director of Purchasing Department  
The School District of Palm Beach County  
3300 Forest Hill Blvd., Suite A323  
West Palm Beach, FL 33406

With a copy to: Inspector General  
The School District of Palm Beach County  
3300 Forest Hill Blvd., Suite C306  
West Palm Beach, FL 33406

To Contractor:

8. **BIDDERS' RESPONSIBILITY**: Before submitting its bid, each bidder is required to carefully examine the Invitation to Bid delivery schedule, bid prices and extensions, insurance requirements, licensing requirements, bid closing date and time and to completely familiarize itself with all of the terms and

conditions that are contained within the Invitation to Bid. Failure to do so on the part of the bidder will in no way relieve it of any of the obligations and responsibilities which are a part of the Invitation to Bid.

**The Board objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.**

Bidder warrants by virtue of bidding that prices shall remain firm for a period of ninety (90) days from the date of award by the Board or time stated in special conditions.

9. **AWARDS:** In the best interest of the District, the Purchasing Department reserves the right to reject any and all bids and to waive any minor irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on the Invitation to Bid unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this bid shall conform to applicable Florida Statutes.
  
10. **THE JESSICA LUNSFORD ACT:** All awarded bidders who are permitted access on school grounds when students are present, who may have direct contact with any student of the District, or who may have access to or control of school funds must be fingerprinted and background checked. Awarded bidder agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a Level 2 FDLE background check and FBI screening, including fingerprinting by the School District's Police Department, at the sole cost of Awarded bidder. The report of the results will be immediately transmitted to the School District's Police Department, which shall be the sole determiner of clearance. Awarded bidder shall not begin providing services contemplated by the Invitation to Bid until Awarded bidder receives notice of clearance by the School District and is issued School District badges. Compliance requiring all awarded bidders to register as a visitor before entering school property and proper display of School District badges will be strictly enforced. Neither the Board, nor its members, officers, employees, or agents, shall be liable under any legal theory for any kind of claim whatsoever for the rejection of Awarded bidder (or discontinuation of Awarded bidder's services) on the basis of these compliance obligations. Awarded bidder agrees that neither the Awarded bidder, nor any employee, agent or representative of the Awarded bidder who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be employed in the performance of the contract.
  
11. **DISQUALIFYING CRIMES:** The bidder certifies by submission of this bid that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, the bidder certifies that it will divulge information regarding any of these actions or proposed actions with other governmental agencies. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not provide any goods or services or transact business with The School District of Palm Beach County, Florida for a period of 36 months from the date of being placed on the convicted vendor list.
  
12. **ADVERTISING:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the District.
  
13. **LOBBYING:** Bidders are hereby advised that they are not to lobby with any district personnel or board members related to or involved with this bid until the administration's recommendation for award has been posted at BidSync.com, and at the Fulton Holland Educational Services Center, Purchasing Department area. All oral or written inquiries must be directed through the Purchasing Department.

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board

member or district personnel after advertisement and prior to the posted recommendation on the award of the Contract.

Any bidder or any individuals that lobby on behalf of bidder during the time specified will result in rejection / disqualification of said bid.

14. **GOVERNING LAW AND VENUE:** The Contract Documents shall be construed in accordance with the laws of the State of Florida, without regard to conflict of laws provisions. If any litigation shall result from the Contract Documents, the parties shall submit to the jurisdiction of the State Courts of the 15th Judicial Court and exclusive venue shall lie in Palm Beach County, Florida. BY ENTERING INTO THIS AGREEMENT, VENDOR AND SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. IF A PARTY FAILS TO WITHDRAW A REQUEST FOR A JURY TRIAL IN A LAWSUIT ARISING OUT OF THIS AGREEMENT AFTER WRITTEN NOTICE BY THE OTHER PARTY OF VIOLATION OF THIS SECTION, THE PARTY MAKING THE REQUEST FOR JURY TRIAL SHALL BE LIABLE FOR THE REASONABLE ATTORNEYS' FEES AND COSTS OF THE OTHER PARTY IN CONTESTING THE REQUEST FOR JURY TRIAL, AND SUCH AMOUNTS SHALL BE AWARDED BY THE COURT IN ADJUDICATING THE MOTION.
15. **TAXES:** The School District of Palm Beach County, is exempt from any taxes imposed by the State and/or Federal Government. State Sales Tax Exemption Certificate No. 85-8013897253C-1 and Federal Excise Tax No. 59-600783 appears on each purchase order. This exemption does not apply to purchase of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvements of School District-owned real property as defined in Chapter 192, Florida Statutes.
16. **ASSIGNMENT:** The successful bidder shall not sub-contract, assign, transfer, convey, sublet, or otherwise dispose of the contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the Board.
17. **TERMINATION:** This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after receipt of written notice from the aggrieved party identifying the breach. This Agreement may be terminated for cause for reasons including, but not limited to, Vendor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to suitably perform the work; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement. The Agreement may also be terminated for cause if the Vendor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created to Section 215.473, Florida Statutes, or if the Vendor provides a false certification submitted pursuant to Section 287.135, Florida Statutes.

This Agreement may also be terminated for convenience by the School District of Palm Beach County, Florida

In the event this Agreement is terminated for convenience, Vendor shall be paid for any goods or services properly performed under the Agreement through the termination date specified in the written notice of termination. Vendor acknowledges and agrees that it has received good, valuable and sufficient consideration from The School Board of Palm Beach County, Florida, the receipt and adequacy of which are, hereby acknowledged by Vendor, for The School Board of Palm Beach County, Florida's right to terminate this agreement for convenience.

18. **SUBCONTRACTING:** If an awarded bidder intends to subcontract any portion of the Contract for any reason, the name and address of the subcontracting firm must be submitted along with the bidder's bid or prior to use for approval. No subcontracting will take place prior to bid-awarded bidder furnishing this information and receiving written approval from the District.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of a contract or failed to deliver on-time contracts of a similar nature, or who, the District has determined in its sole discretion, is not in the position to perform the contract due to the subcontractor's size, experience, or resources. The District reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in the Invitation to Bid.

19. **DEBARMENT:** The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

20. **REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY:** Possession of firearms will not be tolerated in or near school buildings; nor will violations of Federal and State laws and any applicable Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Paragraph 16, Legal Requirements.

"Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.

No person who has a firearm in their vehicle may park their vehicle on District property. Furthermore, no person may possess or bring a firearm on District property.

If any employee of an independent contractor or sub-contractor is found to have brought a firearm on District property, said employee must be terminated from the Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the Board project shall be terminated. If the independent contractor fails to terminate said employee, the independent contractor's agreement with the Board shall be terminated.

Bidders are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with section 435.04, Florida Statutes, will enter onto any school site.

21. **PRODUCT RECALL:** In the event the awarded bidder receives notice that a product delivered by the awarded bidder to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded bidder shall notify the District's Bid Purchasing Agent within two business days of receiving such notice. The District's acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded bidder's duty to notify the District's Purchasing Agent that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption. The form and content of such notice to the District shall include the name and description of the affected product; the approximate date the affected product was delivered to the District; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the District, if necessary to protect the health, welfare, and safety of District students or employees; and any health hazards known to the awarded bidder which may be caused or created by the affected product. The awarded bidder shall, at the option of the Purchasing Department and/or Purchasing Agent, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the District. Unless it was absolutely necessary for the District to dispose of the affected product, the awarded bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the District, without causing significant inconvenience to the District.

**At the option of the District, the awarded vendor may be required to reimburse storage and/or handling fees to be calculated from time of delivery and acceptance to actual removal or disposal. The awarded vendor will bear all costs associated with the removal and proper disposal of the affected product. The failure to**

**reimburse the purchase price and storage and/or handling fees or to remove and/or replace the affected product with an equivalent replacement within a reasonable time without significant inconvenience to the District will be considered a default.**

22. **USE OF OTHER CONTRACTS:** The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(6) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.

23. **JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT:** All bidders submitting a response to this Invitation to Bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.

This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

24. **FAILURE TO DELIVER:** Failure to deliver as specified and at bid price will authorize the Board to purchase these items or services from other sources and hold the bidder responsible for any excess costs incurred thereby. Further, the Purchasing Department may recommend to the School Board that the vendor failing to deliver as specified be removed as a future bidder on all bids for a period of up to three years.

25. **ANTI-DISCRIMINATION:** The Bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin. The provisions of the ADA Act of 1990 pertaining to employment shall also be applicable.

The Bidder shall not discriminate on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring, or treatment of sub-contractors, vendors, suppliers, or commercial customers. The Bidder shall provide equal opportunity for sub-contractors to participate in all of its public sector and private sector sub-contracting opportunities, provided that nothing contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that has occurred or is occurring in the marketplace, such as those specified in the Palm Beach County School Board Policy 6.143. The Bidder understands and agrees that violation of this clause is a material breach of the contract and may result in contract determination, debarment, or other sanctions.

26. **COMPLAINT NOTIFICATIONS:** As part of its bid, Bidder shall provide to the District a list of all instances within the past ten (10) years where a complaint was filed against Bidder in a legal or administrative proceeding, regardless of whether the complaint has been resolved or is currently pending, alleging that Bidder discriminated against an employee, independent contractor, subcontractor, vendor, supplier, or commercial customer on the basis of race, gender, gender identity or expression, religion, national origin, ethnicity, sexual orientation, age, or disability, in violation of applicable Federal and/or Florida law.

The Bidder must provide a description of each of the complaint(s) and: (i) the terms of resolution of all adjudicated/settled complaints, including any remedial action taken by Bidder; and (ii) the status of, and Bidder's response to, all pending complaints.

**The School District will consider a Bidder's complaint history information in its review and determination of responsibility. The failure of a Bidder to comply with the requirements in this Section will result in Bidder being deemed non-responsive by the Director of Purchasing. If no complaints have been filed within 10 years, please so state on Company Letterhead and upload with your response as proof.**

27. **CONTRACT DISCLOSURE:** Upon the District's request, and upon the filing of a complaint against awarded bidder pursuant to Palm Beach County School Board Policy 6.144, awarded bidder agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all

subcontractors, vendors, and suppliers that bidder has used in the past five years on any of its contracts that were undertaken within the District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by bidder for each subcontract or supply contract. Awarded bidder agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Bidder understands and agrees that violation of this clause is a material breach of the Contract and may result in contract termination, debarment, and other sanctions.

28. **INDEMNIFICATION AND HOLD HARMLESS:** Bidder shall, in addition to any other obligation to indemnify The School Board of Palm Beach County, Florida and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;

- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged negligent act or omission of the vendor, Contractor, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; or
- B. violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or
- C. liens, claims or actions made by the vendor or any subcontractor or other party performing the work; or
- D. claims by third parties (including, but not limited to, Contractor's employees or subcontractors) based upon an alleged breach by Contractor of any agreement with such third party (e.g., an employment agreement or licensing agreement), or allegation that Contractor's provision of services to the School Board pursuant to the Contract infringes upon or misappropriates a patent, copyright, trademark, trade secret, or other proprietary right of the third party.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the vendor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Bidder recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Contract.

29. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the District's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The District shall be the sole judge concerning the merits of bid submitted.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Other than specified items offered requires complete descriptive technical literature marked to indicate detail(s) conformance with specific COPYRIGHTS OR PATENT RIGHTS: Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.

30. **MANUFACTURER'S CERTIFICATION:** The District reserves the right to request from bidders separate manufacturer certification of all statements made in the response to Invitation to Bid.

31. **OCCUPATIONAL HEALTH AND SAFETY:** Bidder, as a result of award of the bid, delivering any toxic substances item as defined in Code of Federal Regulation Chapter 29, shall furnish to the Purchasing Department, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
  - (1) The potential for fire, explosion, corrosively and reactivity;
  - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
  - (3) The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: Department of Labor and Employment Security, Bureau of Industrial Safety and Health, Toxic Waste Information Center, 2551 Executive Center Circle West, Tallahassee, FL 32301-5014, Telephone 1-800-367-4378.

32. **OSHA:** The bidder warrants that the product/services supplied to the School District of Palm Beach County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
33. **LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations as well as School Board policies that in any manner affect the items covered by this Purchase Order herein apply and must be adhered to by the vendor. Specifically, bidder(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter [435](#), Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the awarded bidder's contract at the sole discretion of the District. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

In addition, if applicable, vendor compliance is required for the following: 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, as amended.

34. **GOVERNMENT FUNDING:** Funding for this Agreement and the individual POs may be provided in whole or in part by one or more U.S. Government funding agencies. As a result, Vendor shall comply with the applicable laws and regulations listed below, the entire terms and conditions of which are fully incorporated herein:

Rights to Inventions Made Under a Contract or Agreement  
Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c)  
Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7)  
Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)  
Byrd Anti-Lobbying Amendments (31 U.S.C. 1352)  
Energy Policy and Conservation Act (42 U.S.C. 6201)  
Recovered Materials - Must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and Environmental Protection Agency (EPA) at 40 CFR

part 247.

35. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
36. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
37. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.
38. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.
39. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.
40. **SAMPLES, DEMONSTRATIONS AND TESTING:**
  - A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of Palm Beach County.
  - B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.
  - C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.
41. **INSPECTION AND ACCEPTANCE OF GOODS:** The awarded bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product **to seller at the seller's expense**.
42. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance.

Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licensees of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of the bid; further bidder shall be liable for all activities of bidder occasioned by performance of the Contract. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.

43. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.
44. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
45. **QUANTITIES:** The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.
46. **ORDERING PROCEDURE:** Specific Items: After approval of Contract award by the Board, a letter of contract acceptance will be issued to each successful bidder acknowledging which goods or services have been awarded. Separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

Percent Discount Catalog Bids: Separate purchase orders will be issued with pricing based on catalog and/or price lists.

**No item may be shipped or service performed that is not listed on the purchase order.**

47. **POSTING OF BID AND SPECIFICATIONS:** Invitation to Bid with specifications will be posted for review by interested parties at BidSync.com on the date of bid electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.
48. **BID PROTEST:** If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in section 120.57(3), Florida Statutes, the Invitation to Bid, and School Board Policy 6.14.

Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid pursuant to section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to The School Board of Palm Beach County, Florida in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500.00 nor more than \$5,000.00. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

49. **TIE BID:** According to FS 287.087, in the event of a tie, preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more responses are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both vendors have a Drug Free Work Place program, preference shall be awarded to the vendor who is certified as an SBE certified

vendor with the School District. If both vendors meet all three requirements, according to standard purchasing practice, the tie will be resolved by a coin toss. The vendor whose company's name comes first in the alphabet will be assigned "heads" and the second vendor will be assigned "tails". The coin will be tossed a minimum of three times. The vendor whose side of the coin selected wins two out of three times will be the named as the first ranked proposer and recommended for award. In the event of a 3-way (or more) tie, the vendor's company name will be chosen in a drawing.

50. **INTERPRETATIONS:** Neither BidSync nor any employee of the District is authorized to interpret any portion of the Invitation to Bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional information as to its requirements, where necessary, shall be communicated to bidders by written addendum.
51. **SPECIAL CONDITIONS:** To the extent that any conflict exists between the provisions of the General Conditions, the Special Conditions, and bidder's proposal, the order of precedence to resolve a conflict shall apply: 1) the Special Conditions, 2) the General Conditions, and all exhibits thereto, including any addenda, 3) Contractor's response to the ITB, including any appendix and exhibits.
52. **DISPUTE RESOLUTION:** As a condition precedent to a party bringing any suit for breach of contract related to this bid, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The existence of a dispute shall not excuse the parties from performance pursuant to this bid. This remedy is supplemental to any other remedies available at law.
53. **WAIVER PROVISION:** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this bid and, therefore, is a material term hereof. Any party's failure to enforce any provision of this bid shall not be deemed a waiver of such provision or modification of this bid. A waiver of any breach of a provision of this bid shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this bid.
54. **Trade Secrets: Upon receipt, all submittals become Public Records and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes.**

By submitting its bid, Bidder understands and waives any claim of confidentiality, including trade secrets, to its pricing and/or cost of service related submittals.

Any Bidder that intends to assert that certain materials are exempt from public disclosure under Chapter 119, Florida Statutes must submit the documents in a separate bound document or file labeled "Name of Firm, Attachment to Proposal Package. Bid# - Confidential Matter." In addition, the firm must identify the specific statute that authorizes the exemption from Chapter 119, Florida Statutes. CD or DVDs included in a submittal must also comply with this requirement and the firm must separate any CD or DVDs claimed to be confidential.

**Any claim of confidentiality on materials that the Proposer asserts to be exempt and placed elsewhere in the submittal will be considered waived by the Proposer upon submission, upon opening.**

The School District will provide Proposer with prompt notice by phone and/or email of any request for public records in which that Proposer has claimed an exemption information being a Trade Secret so that the Proposer may see, at its sole expense, an appropriate protective order from a court of competent jurisdiction. In the event the Proposer elects not to seek an appropriate protective order or is unable to obtain such an order within no later than ten (10) business days following receipt of notice, the Proposer agrees and consents that the School District shall be permitted to respond to the public records request with the response not being deemed a breach by the School Board of its obligations under the Agreement or the Florida Statutes governing Trade Secret exemptions. The Proposer would then be waiving any rights relating to Trade Secrets under Florida Law. Proposer agrees to defend, indemnify, and hold harmless the School District and School Board and the School District's officers, employees, School Board members, and agents, against any loss, damages, judgements, attorneys' fees or cost

incurred by School Board as a result of the School District's providing the records in response to the public records request or withholding them based on Proposer's assertion of the Trade Secret exemption.

**The indemnification provisions survive the School Board's award of the contract and remain as long as the trade secret data is in the possession of the School Board.**

**SCHOOL DISTRICT OF PALM BEACH COUNTY**  
**PURCHASING DEPARTMENT**

March 9, 2020

**ADDENDUM NO.: 1**

**INVITATION TO BID NO.: 20C-46V**

**TITLE: TERM CONTRACT FOR PAVING AND DRAINAGE SERVICES**

**RETURN DATE:** March 23, 2020, 2:00 P.M. EST

This addendum modifies the above listed Invitation to Bid as follows:

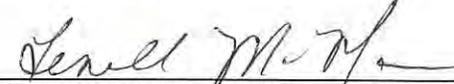
**Questions and Answer:**

Q1. What is the overall budget for this solicitation?

A1. The estimated annual spend on this Term Contract is \$1,000,000

Your electronic signature on the Bidder Acknowledgement form will recognize receipt of this addendum.

  
\_\_\_\_\_  
Debra Hammerschlag, Purchasing Agent

  
\_\_\_\_\_  
Genell McMann, General Manager of Purchasing

Posting of Conditions/Specifications

This Addendum will be posted for review by interested parties, at BidSync.com on the date of the Addendum electronic mailing and will remain posted for a period of 72 hours. Failure to file a protest on any changes to the specifications contained in the Addendum within the time prescribed in section 120.57 (3) Florida Statutes, will constitute a waiver of proceedings under Chapter 120 Florida Statutes, and applicable School Board rules, regulations and policies.

Any person who files an action protesting the specifications contained in this Addendum, pursuant to Section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured

by an acceptable surety company in Florida payable to the School Board of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the Board prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

Certification for E-Verify

VENDOR hereby certifies compliance with the following:

Vendor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Vendor while performing work or providing services for the School Board of Palm Beach County, Florida. Vendor shall also include in any related subcontracts a requirement that subcontractors performing work or providing services for the School Board of Palm Beach County, Florida on its behalf utilize the EVerify system to verify the employment eligibility of all new employees hired by subcontractors.

VENDOR:

**M&M Asphalt Maintenance Inc.,dba All County Paving**  
Business Name

**Jeffrey Cohen**  
Signature Name:

**Jeffrey Cohen**  
Printed Name:

**Executive Vice President**  
Printed Title

**3-17-20**  
Date

**SCHOOL DISTRICT OF PALM BEACH COUNTY**

**PURCHASING DEPARTMENT**

**AREA REPRESENTATIVE**

Please list the contact for this contract Add additional forms if necessary

Vendor Name:	<b>M&amp;M ASPHALT MAINTENANCE INC D/B/A ALL COUNTY PAVING</b>
Area Representative:	<b>JEFFREY COHEN</b>
Address:	<b>1180 SW 10TH STREET</b>
City/Zip Code:	<b>DELRAY BEACH</b>
Email Address:	<b>PUBLICWORKS@ALLCOUNTYPAVING.COM</b>
Telephone:	<b>5615880949</b>
Cell Phone	<b>5613029361</b>
Fax Number:	<b>5615882140</b>
Emergency Number:	<b>5615880949</b>

**SCHOOL DISTRICT OF PALM BEACH COUNTY**

**PURCHASING DEPARTMENT**

**DEBARMENT CERTIFICATION**

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY AND VOLUNTARY EXCLUSION  
LOWER TIER COVERED TRANSACTIONS**

**This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated. (Before Completing Certification, Read Instructions on Following Page)**

- (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 participation in this transaction by an 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 participants shall attach an explanation to this proposal.**

**Organization Name: M&M ASPHALT MAINTENANCE INC D/B/A ALL COUNTY PAVING**

**Solicitation Number or Project Name: 20C-46V**

**Name of Authorized Representative: JEFFREY COHEN**

**Title of Representative: EXECUTIVE VICE PRESIDENT**

**Date: 3-23-20**

**INSTRUCTION CERTIFICATIONS**

- 1. By electronic submission of this the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.**
  
- 2. The certification in this clause is a material representation of fact upon 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.

3. 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 when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage section so rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this 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.

6. The prospective lower tier participant further agrees by submitting this that it will include this clause titled, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.

8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in 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.



## THE SCHOOL DISTRICT OF PALM BEACH COUNTY Drug-Free Workplace Certification

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

**IDENTICAL TIE BIDS** - Preference shall be given 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. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

**JEFFREY COHEN**  
*VENDOR'S SIGNATURE*

**3-20-20**  
*DATE*

**M&M ASPHALT MAINTENANCE INC D/B/A ALL COUNTY PAVING**  
*COMPANY NAME*

**Must be executed and returned with attached bid at time of bid opening to be considered.**

**SCHOOL DISTRICT OF PALM BEACH COUNTY**

**PURCHASING DEPARTMENT**

**EARLY PAYMENT TERMS**

**Bid number/Name: 20C-46V Term Contract for Paving and Drainage**

**Vendor Name: M&M Asphalt Maintenance Inc., dba All County Paving**

If vendor chooses not to participate in Early Payment Terms, please acknowledge by placing N/A here → .

<b>EARLY PAYMENT:</b> Specify terms and discount for early payment. Check which terms you will be willing to provide for the duration of this contract to the School District.
<input checked="" type="checkbox"/> 0.5% 10 net 30 *
<input checked="" type="checkbox"/> 0.75% 5 net 30 *

\* Upon receipt of invoice by the School District of Palm Beach County Accounts Payable Department.

**Note:** Updating to these terms will affect all of your District payments. If you choose to revise these terms at a later date, the terms will affect all of your payments from the District.

**The School District of Palm Beach County**

SMALL BUSINESS ENTERPRISE (SBE)  
CERTIFICATION INFORMATION

Cerfic aon applicaons ar e available through the Office of Diversity in Business Praces:

[hp://w ww.palmbeachschools.org/diversityinbusiness](http://www.palmbeachschools.org/diversityinbusiness)

Office of Diversity in Business Praces  
School District of Palm Beach County  
3300 Summit Boulevard  
West Palm Beach, FL 33406  
Phone: (561) 681-2403

**Are you an SBE vendor cerfied b y the School District of Palm Beach County?**

**YES\***

**NO**

\* If yes, please provide your cerfic aon in formaon belo w and a ach a copy of your cerfic aon:

Cerfic aon Expiraon Da te:

Ethnicity Classificaon:

If you are not a cerfied SBE v endor and intend to sub-contract with a cerfied SBE firm(s), please list the vendors and the esma ted dollar value below:

<u>Vendor</u>	<u>Es mated Dollar Value</u>
<b>Line Design Solu ons</b>	<b>\$ 75000</b>
	\$
	\$

**PROPOSER'S STATEMENT OF PRINCIPAL PLACE OF BUSINESS**  
**(Must be completed & submitted with each competitive solicitation)**

Name of Proposer: **M&M Asphalt Maintenance Inc.,dba All County Paving**

Identify the state in which the Proposer has its principal place of business: **Florida**

**Proceed as follow: IF your principal place of business above is located within the State of Florida, the Proposer may sign below and attach to your solicitation. No further action is required. IF your principal place of business is outside of the State of Florida the following must be completed by an attorney and returned with your solicitation. Failure to comply shall be considered to be non-responsive to this solicitation.**

**OPINION OF OUT-OF-STATE BIDDER'S ATTORNEY ON BIDDING PREFERENCES**

*(To be completed by the Attorney for an Out-of-State Proposer)*

**NOTICE:** Section 287.084(2), Fla. Stat., provides that "a vendor whose principal place of business is outside this state must accompany any written bid, proposal, or reply documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state [or political subdivision thereof] to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts." See also: Section 287.084(1), Fla. Stat.

**LEGAL OPINION ABOUT STATE BIDDING PREFERENCES**

*(Please Select One)*

The Proposer's principal place of business is in the State of and it is my legal opinion that the laws of that state do not grant a preference in the letting of any or all public contracts to business entities whose principal places of business are in that state.

The Proposer's principal place of business is in the State of and it is my legal opinion that the laws of that state grant the following preference(s) in the letting of any or all public contracts to business entities whose principal places of business are in that state: [Please describe applicable preference(s) and identify applicable state law(s)]:

**LEGAL OPINION ABOUT POLITICAL SUBDIVISION BIDDING PREFERENCES**

*(Please Select One)*

The Proposer's principal place of business is in the political subdivision of **Palm Beach County** and it is my legal opinion that the laws of that political subdivision **do not grant a preference** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision.

The Proposer's principal place of business is in the political subdivision of and the laws of that political subdivision **grant the following preference(s)** in the letting of any or all public contracts to business entities whose principal places of business are in that political subdivision: [Please describe applicable preference(s) and identify applicable authority granting preference(s)]:

Signature of out-of-state Proposer's attorney: **n/a**

Printed name of out-of-state Proposer's attorney: **n/a**

Address of out-of-state bidder's attorney: **n/a**

Telephone Number of out-of-state bidder's attorney: **()**

Email address of out-of-state bidder's attorney: **n/a**

Attorney's states of bar admission: **n/a**

Proposer's Printed Name: **n/a** Signature **n/a**

Company Name: **n/a**

**SCHOOL DISTRICT OF PALM BEACH COUNTY**

**PURCHASING DEPARTMENT**

**REFERENCES**

**Vendor Name:**

**Bid number/Name:**

**This information will be used in the evaluation of this bid.**

List a minimum number of required references as stated in the Special Conditions which show experience in similar work, to include nature and scope of work, which demonstrates an expertise in providing the services as stated herein. Provide scope of work, contact name, addresses, telephone numbers and dates of service.

**Reference 1 – New Customer (one year or less)**

Name of Firm:	<b>School District of Palm Beach County</b>
Scope of Work:	<b>Annual Contract for Paving Services to include associated work</b>
Cost of Service:	<b>Approx. \$500,000/year</b>
Date of Service:	<b>2013 - 2020</b>
Contact Person:	<b>Debra Hammerschlag</b>
Email:	<b>debra.hammerschlag@palmbeachschools.org</b>
Phone #:	<b>561-434-8229</b>
Address:	<b>School District of Palm Beach County 3300 Forest Hill Blvd., Suite A-323 West Palm Beach, FL 33406</b>

**Reference 2 – Past Customer (currently not doing business)**

Name of Firm:	<b>City of Sunrise</b>
Scope of Work:	<b>Annual Contract for Paving Services to include associated work</b>
Cost of Service:	<b>Approx. \$500,000/year</b>
Date of Service:	<b>2017-Current</b>
Contact Person:	<b>Robert Diaz</b>
Email:	<b>rdiaz@sunrisefl.gov</b>
Phone #:	<b>561-572-2487</b>
Address:	<b>10770 W Oakland Park Blvd, 3rd Floor, Sunrise, FL 33351</b>

**Reference 3 – Repeat or Long Term Customer**

Name of Firm:	<b>City of Lake Worth</b>
Scope of Work:	<b>Annual Contract for Paving Services to include associated work</b>

Cost of Service:	<b>\$2,000,000.00</b>
Date of Service:	<b>2018-Current</b>
Contact Person:	<b>Felipe Lofaso</b>
Email:	<b>flofaso@LakeWorth.org</b>
Phone #:	<b>561-586-1720</b>
Address:	<b>City of Lake Worth Beach – Public Services Dept. 1749 3rd Avenue South Lake Worth, FL 33460</b>

**Reference 4 – Repeat or Long Term Customer**

Name of Firm:	<b>City of West Palm Beach</b>
Scope of Work:	<b>Annual Contract for Paving Services to include associated work</b>
Cost of Service:	<b>\$1,000,000.00</b>
Date of Service:	<b>2015-Current</b>
Contact Person:	<b>Lina Camacho</b>
Email:	<b>lcamacho@wpb.org</b>
Phone #:	<b>561-494-1129</b>
Address:	<b>City of West Palm Beach Engineering Services 401 Clematis Street, 4th Floor P.O. Box 3366 West Palm Beach, FL 33402</b>

**Reference 5 – Repeat or Long Term Customer**

Name of Firm:	<b>City of Fort Lauderdale</b>
Scope of Work:	<b>Annual Contract for Paving Services to include associated work</b>
Cost of Service:	<b>\$1,000,000.00</b>
Date of Service:	<b>2017-Current</b>
Contact Person:	<b>Barbara Howell</b>
Email:	<b>BHowell@fortlauderdale.gov</b>
Phone #:	<b>954-828-4505</b>
Address:	<b>100 N. Andrews Ave. 4th Floor Ft. Lauderdale . FL 33301</b>

**SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT**

**3300 Forest Hill Blvd, Suite A-323**

**West Palm Beach, FL 33406-5813**

**REQUIRED RESPONSE FORM**

**This information package should be submitted to BidSync for the School District of Palm Beach County, Purchasing Department. Information Packages are due and will be opened at this time.**

**Anti-Collusion Statement / Public Domain**

**I, the undersigned responder(s), have not divulged, discussed, or compared this information package with any other responder(s), and have not colluded with any other Responder(s) in the preparation of this information package in order to gain an unfair advantage in the award of this information package.**

**I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119, F.S.**

**Information Package Certification**

**I hereby certify that I am electronically submitting the following information as my company's information package. Information Package must be signed by an officer or employee having authority to legally bind the responder(s).**

**RESPONDER(S) (firm name): M&M Asphalt Maintenance Inc.,dba All County Paving**

**STREET ADDRESS: 1180 SW 10th Street**

**CITY & STATE: Delray Beach, Florida**

**ELECTRONIC SIGNATURE OF AUTHORIZED REPRESENTATIVE: Jeffrey Cohen**

**TITLE: Executive Vice President DATE: 3-17-20**

**CONTACT PERSON: Joshua Marfleet**

**CONTACT PERSON'S ADDRESS: 1180 SW 10th Street Delray Beach, FL 33444**

**TELEPHONE: 5615880949 FAX: TOLL FREE:**

**E-MAIL ADDRESS: publicworks@allcountypaving.com INTERNET URL:**

**RESPONDER(S) TAXPAYER IDENTIFICATION NUMBER: 61-1595442**



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
**Subconsultant, Subcontractor & Vendor Participation Services**

1. PROJECT NAME Term Contract for Paving and Drainage Services	2. PROJECT NUMBER 20C-46V	3. PHASE (Precon, Demo, Const)	4. TOTAL BID OR CM SERVICES * AMT. (Required)
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**\* GMP SUMMARY AMOUNTS (Pre-construction phase fee + Construction phase fee + CM Fee only)**

Subject to Agreement with the Construction Manager, the Subcontractor firms (minority & non-minority) listed below will participate in this project for the Contract (Trade) Items and the dollar amounts shown.

Check One:  MWBE  SBE      Check One:  Subconsultant  Subcontractor  Vendor

Div. No.	SUBCONTRACTOR/SUBCONSULTANT/VENDOR NAME	BUDGET (Est. Cost)	CONTRACT AMOUNT	DESCRIPTION	MWBE or SBE (Yes or No)	AMOUNT	PERCENTAGE %
	Line Design Solutions	75000		Striping and Signage	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	75000	37
	Interstate Concrete Services	470000		Concrete	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	470000	23
					<input type="checkbox"/> Yes <input type="checkbox"/> No		
					<input type="checkbox"/> Yes <input type="checkbox"/> No		
					<input type="checkbox"/> Yes <input type="checkbox"/> No		
					<input type="checkbox"/> Yes <input type="checkbox"/> No		
					<input type="checkbox"/> Yes <input type="checkbox"/> No		
					<input type="checkbox"/> Yes <input type="checkbox"/> No		
					<input type="checkbox"/> Yes <input type="checkbox"/> No		
					<input type="checkbox"/> Yes <input type="checkbox"/> No		
					<input type="checkbox"/> Yes <input type="checkbox"/> No		
					<input type="checkbox"/> Yes <input type="checkbox"/> No		
Subcontractors represented as Certified MWBEs/SBEs are certified according to requirements established in the Proposal & Contract documents. A copy of the certification and signed Letter of Intent must be attached for each MWBE/SBE. List must also include non-minority firms.					<b>SUBTOTAL(this page only)&gt;</b>	<b>545000</b>	<b>60</b>
CM's Firm Name <b>M&amp;M Asphalt Maintenance Inc., dba All County Paving</b>					<b>TOTAL SBE/MWBE Services Participation</b>	<b>0</b>	<b>0</b>
Name/Position <b>Jeffrey Cohen Executive Vice President</b>					<b>TOTAL Non-MWBE/SBE Participation</b>		
Signature/Date <b>Jeffrey Cohen 3-17-2020</b>					<b>TOTAL Percentage of Total Bid (Alternates &amp; Change Orders)</b>		(Do not exceed 100%)

1. PROJECT NAME	2. PROJECT NUMBER	3. PHASE (Precon, Demo, Const)	4. TOTAL BID OR CM SERVICES * AMT. (Required)
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Div. No.	SUBCONTRACTOR/SUBCONSULTANT/VENDOR NAME	BUDGET (Est. Cost)	CONTRACT AMOUNT	DESCRIPTION	MWBE or SBE (Yes or No)	AMOUNT	PERCENTAGE %
					<input type="checkbox"/> Yes <input type="checkbox"/> No		
					<input type="checkbox"/> Yes <input type="checkbox"/> No		
					<input type="checkbox"/> Yes		



					<input type="checkbox"/> Yes <input type="checkbox"/> No		
					<input type="checkbox"/> Yes <input type="checkbox"/> No		
					<input type="checkbox"/> Yes <input type="checkbox"/> No		
					<input type="checkbox"/> Yes <input type="checkbox"/> No		
					<input type="checkbox"/> Yes <input type="checkbox"/> No		
					<input type="checkbox"/> Yes <input type="checkbox"/> No		
					<input type="checkbox"/> Yes <input type="checkbox"/> No		
					<input type="checkbox"/> Yes <input type="checkbox"/> No		
					<input type="checkbox"/> Yes <input type="checkbox"/> No		
				<b>SUBTOTAL(this page only)&gt;</b>			



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Beneficial Interest and Disclosure of Ownership Affidavit

Bid No. 20C-46V Project No./ Title Paving & Drainage

Corporate Name M&M Asphalt Maintenance Inc., dba All County Paving Tax FEIN No. 61-1595442

Before me, the undersigned authority, personally appeared, Jeffrey Cohen, ("Corporate Representative") this 17th day of March, 2020, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

- 1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.
2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

Table with 3 columns: Name, Address, Percentage. Rows include Jeffrey Cohen (50%) and Kenneth Goldberg (50%) at 1180 SW 10th St, Delray Beach, FL 33444.

B. Persons or corporate entities who hold by proxy the voting power of 5% or more: N/A

Table with 3 columns: Name, Address, Percentage. No entries.

C. Stock held for others and for whom held: N/A

Table with 3 columns: 1. Name / 2. From Whom Held, Address, Percentage. No entries.

CORPORATE REPRESENTATIVE

By: [Signature]

SWORN TO and subscribed before me this 17th day of March, 2020, by Jeffrey Cohen. Such person(s) (Notary Public must check applicable box).

[X] is/are personally known to me. [ ] produced a current driver license(s). [ ] produced as identification.

(NOTARY PUBLIC SEAL)

[Signature]
Notary Public
Samantha Evans
(Print, Type or Stamp Name of Notary Public)





THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
OFFICE OF DIVERSITY IN BUSINESS PRACTICES

# Participation Letter of Intent

Minority/Women Business Enterprise (M/WBE)  Small Business Enterprise (SBE) N/A

Submit completed form to the Senior Project Administrator (SPA). Direct all questions to (561) 681-2403.

Form must be submitted to [Bidsync.com](http://Bidsync.com)

BID/RFP or Project Name Term Contract For Paving & Drainage Services 200-460V

Name of Bidder/Construction Manager M & M Asphalt Maintenance Inc., dba All County Paving

The undersigned intends to perform work with the above project as (check one):

- Individual  Partnership  Corporation  Joint Venture\* *If a joint venture, attach letterhead or other documentation proving relationship*

The undersigned intends to perform work with the above project as (check one):

- Subcontractor  Subconsultant  Manufacturer  Supplier

The undersigned is:

- Certified with the School District of Palm Beach County as a M/WBE Vendor.  
 Certified with the School District of Palm Beach County as a SBE Vendor.  
 Certified with the State of Florida, Department of General Services (Provisional).

The undersigned is: (M/WBE or SBE must check one in Column 1 and Column 2; Column 3, if applicable)

**Column 1**

- African American  Native American  
 Asian American  American  
 Hispanic American

**Column 2**

- Female  Male

**Column 3**

- Physically Impaired

**PARTICIPATION** The undersigned intends to perform the following work in connection with the above project:

Item No.	Division No.	Contract (Trade) Items (Description/Division)	Amount

If the undersigned intends to sub-contract any portion of this subcontract to a non-certified M/WBE or SBE subcontractor, the amount of any such subcontract must be stated: \$ \_\_\_\_\_

Name of M/WBE or SBE Subcontracting Firm \_\_\_\_\_

Name and Position (type or print) \_\_\_\_\_

**INTERNAL USE ONLY - ROUTING DISPOSITION**  
All executed originals of the form must be submitted to the  
Office of Diversity in Business Practices  
3300 Summit Blvd., West Palm Beach, FL 33406-5813

[Signature] 3-17-20  
Signature Date

The Prime vendor understands and agrees to inform the Office of Diversity in Business Practices (ODBP) of any changes to the information contained in this form within five (5) business days.

STATE OF FLORIDA )  
                          ) SS  
COUNTY OF Palm Beach

**BEFORE ME** the undersigned authority, personally appeared Jeffrey Cohen who, being first duly sworn, on oath deposes and says that the information provided on PBSD 1525 Participation Letter of Intent is true and correct and that he or she has read the information provided on PBSD 1525 Participation Letter of Intent and knows the contents thereof.

AFFIANT

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of March, 2020, by Jeffrey Cohen

who is personally known to me or who has produced \_\_\_\_\_ as identification and who did (did not) take an oath.

NOTARY PUBLIC: Signature [Signature]  
State of Florida at Large (Seal)  
My commission expires 5/20/2023

Print Name Samantha Evans



Per Special Conditions, Paragraph AA - Organizational Profile

Provide the Corporate Name and Parent Company (if applicable) and address of corporate headquarters. Provide the names, titles, addresses, email, and telephone numbers of the persons authorized to answer any questions related to Company's proposal. The Organization Profile should also include information such as number of years in the business, number of locations, location of facilities, company vision statement, and a succinct history of the company.

Corporate Name: M&M Asphalt Maintenance Inc.,d/b/a All County Paving

Corporate Headquarters: 1180 SW 10<sup>th</sup> Street Delray Beach, Florida 33444

Persons authorized to answer any questions related to the Company's Proposal:

1. Kenneth Goldberg
  - a. Title: President
  - b. Address: 1180 SW 10<sup>th</sup> Street Delray Beach, Florida 33444
  - c. Email: [kgoldberg@allcountypaving.com](mailto:kgoldberg@allcountypaving.com)
  - d. Phone Number: 561-588-0949
2. Jeffrey Cohen
  - a. Title: Executive Vice President
  - b. Address: 1180 SW 10<sup>th</sup> Street Delray Beach, Florida 33444
  - c. Email: [jcohen@allcountypaving.com](mailto:jcohen@allcountypaving.com)
  - d. Phone Number: 561-588-0949
3. Joshua Marfleet
  - a. Title: Senior Pavement Advisor
  - b. Address: 1180 SW 10<sup>th</sup> Street Delray Beach, Florida 33444
  - c. Email: [jmarfleet@allcountypaving.com](mailto:jmarfleet@allcountypaving.com)
  - d. Phone: 561-302-9361
4. Herb Miller
  - a. Title: Director of Project Management
  - b. Address: 1180 SW 10<sup>th</sup> Street Delray Beach, Florida 33444

M&M Asphalt Maintenance Inc., d/b/a All County Paving  
Office 561-588-0949 | Fax 561-588-2140 | 1180 SW 10<sup>th</sup> Street, Delray Beach, FL 33444  
Office 407-610-8069 | Fax 407-380-2001 | 6648 Old Cheney Highway Unit D, Orlando, FL 32807

[info@allcountypaving.com](mailto:info@allcountypaving.com)

Members of ICSC, CAI, SEFAA, IREM, CREW, AAGO, BBB, FTBA, FHEA, UCA, ABC, NAIOP, BOMAA, FHBA, APWA, PRSM, NEYRA



**FDOT CERTIFIED CONTRACTORS**



Note: All County cannot work around vehicles. Management is responsible for towing when owners fail to comply with paving and/or seal coat schedule.

## **20C-46V - SPECIAL CONDITIONS**

(Upon receipt, all submittals become Public Records and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. See paragraph 54 in General Conditions for details.)

### **A. SCOPE:**

The purpose and intent of this Invitation to Bid is to secure prices and establish a Term Contract for Paving and Drainage Services, as specified herein.

### **B. DELIVERY:**

Items in the Invitation to Bid are for **various schools and departments** located throughout Palm Beach County and are not for delivery to any central location. Deliveries are to be FOB destination as per purchase order. All deliveries made to schools and departments shall require inside delivery unless otherwise specified.

### **C. BIDSYNC:**

- 1. All offers must be submitted electronically to BidSync.com. including all required documents listed in the solicitation. No other responses will be accepted, including hard copy or emailed responses.**
- 2. BidSync supports online document tracking and completion. All documents must be viewed/accepted before the bid packet can be viewed and an offer can be placed.**
- 3. The District will only consider offers that have been uploaded and submitted through BidSync PRIOR to the bid closing date and time. As with any document upload, larger documents and/or heavy user activity may result in longer upload times. **Please allow sufficient time to complete your offer.****
- 4. IMPORTANT INFORMATION: For help filling out your offer, please visit:**

<https://support.bidsync.com/hc/en-us/articles/222437508-How-do-I-respond-to-a-bid->

All responses entered into BidSync must be typed in. DO NOT cut and paste from any other program. Doing so may corrupt or invalidate your response and not allow you to respond.

In order to complete this response process, you must first select “Review response,” verify the information is correct then enter your password and select “Confirm & submit response.”

After clicking “Confirm & submit response,” a confirmation page loads with “Offer Received” at the top of the page. If you do not see this confirmation, your offer was not submitted successfully.

If you select to receive a confirmation e-mail indicating a successful response you will receive a confirming email within five minutes.

**If you do not receive confirmation that your offer has been received, please call BidSync at 800-990-9339 Option 1 (Customer Care) and then Option 1 (Vendor Assistance).**

In the event an addendum(s) to a solicitation is created, the addendum(s) will be distributed by BidSync to all who are known by the Purchasing Department to have received a complete set of proposal documents.

**Be advised that registering with BidSync is a FREE service.**

**D. BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT:**

The School District is requesting this affidavit to include a list of every "person" (as defined in Section 1.01 (3), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. **The Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be downloaded, signed, notarized and uploaded with your bid response. The Proposer must submit all supporting documentation in the name of the Proposer's entity only. Parent and/or subsidiary entities will not be acceptable.**

**E. FLORIDA PREFERENCE:**

Pursuant to §287.084 Florida Statute, award recommendations shall make appropriate adjustments to pricing when considering solicitations from Proposers having a principal place of business outside the State of Florida. **All Proposers must complete and electronically submit the Proposer's Statement of Principal Place of Business with the response to this solicitation.** Failure to comply may be considered non-responsive to the terms of this solicitation. Refer to <http://www.leg.state.fl.us/Statutes/index.cfm> for additional information regarding this Statute.

**F. SBE PREFERENCE:**

Award recommendations shall make appropriate adjustments to pricing when considering solicitations from a District certified Small Business Enterprise (SBE) if the bid price does not exceed the lowest bidder's price by an amount greater than \$50,000 or 5%, whichever is less. In instances where the certified SBE's price difference is greater than \$50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived. The requirements to qualify for the SBE are to be certified by the School District of Palm Beach County, **subject to the criteria indicated in paragraph P.** The District does not recognize any other certifications. Graduation from the District SBE Certification Program shall void certification if a vendor has exceeded the revenue/sales size standards for their industry specific classification for the previous three year period. **See Paragraph N, SBE GOAL, and Paragraph P, SMALL BUSINESS ENTERPRISE PARTICIPATION, for complete detail.** For District certification go to <https://www.palmbeachschools.org/diversityinbusiness> website and complete the SBE certification application.

**G. AWARD:**

Contract will be awarded to ALL responsive, responsible bidders meeting specifications, terms, and conditions of this bid. Whenever work is needed, awarded vendors will be notified to provide a proposal for that project based on their prices listed in this bid. The project will then be given to the vendor with the best price for that project.

Whenever paving and/or drainage services are required, the procedures listed in paragraph CC will be followed. Price quotes must be itemized based on the prices submitted on the Bid Line Items of this bid. However, it is understood that each project may warrant an additional educational discount. Therefore, a vendor may always submit an itemized quote that is based on a lower price than those submitted in their bid documents.

The Board reserves the right to undertake inquiries into proposer's financial and/or litigation history, and by submitting a proposal, the proposer expressly consents to these inquiries.

The Board, through its designee(s), reserves the right to further negotiate any proposal, including price and warranty, with all responsible and responsive bidders to meet the needs of the District. If a mutually beneficial agreement with the bidder offering the lowest cost and who is deemed responsible and responsive cannot be resolved, The Board, through its designee(s), reserves the right to enter into negotiations with the next bidder offering the

lowest cost and who is deemed responsible and responsive until an agreement is reached to meet the needs of the District. Upon award of a particular item to the successful bidder, the vendor cannot substitute an item without prior approval by the Purchasing Department. Vendor must supply the item that was specified according to their bid response unless instructed otherwise by the Purchasing Department.

The Purchasing Department or their designee reserves the right to use the next bidder offering the lowest cost and who is deemed responsible and responsive in the event the original awardee of the bid cannot fulfill their contract, subject to the terms and conditions of Preference awards as provided herein. The next bidder offering the lowest cost and who is deemed responsible and responsive prices must remain the same as originally bid and must remain firm for the duration of the contract.

**Emergency repairs:** Emergency repairs are defined as situations where immediate repairs are required to prevent the loss of service to alleviate the possibility of a situation which would adversely and unduly affect the safety, health or comfort of building, occupants, or otherwise cause loss to the School District. In the event of an emergency, the District may select at their discretion, a vendor from the pool of awarded vendors to provide emergency repair services.

**In cases of an emergency, the District may contact an awarded vendor and authorize emergency services. The contacted vendor shall respond within 4 hours. If repairs are done immediately, vendor shall notify Facility Management Coordinator for the job of completion and an itemized invoice shall be submitted within 24 hours. In situations where there are extended lead times, fabrication time, or the work will not take place immediately, a written quote-estimate shall be submitted to the Facility Management Coordinator. This quote should include estimated time of completion, lead times, and other pertinent information. Emergency services may require work be performed after regular hours, weekends, and holidays.**

#### **H. TERM OF CONTRACT:**

The term of this contract shall be for three (3) years from the date of award and may, by mutual agreement between the School District and the awardee(s), be renewable for two (2) one-periods. If considering renewing the Contract, the Board, through the Purchasing Department, will provide a letter of intent to renew the Contract to the awardee(s) 120 days prior to the end of the initial term of the Contract period or any subsequent renewal term. If needed, the Contract may be extended 120 days beyond the Contract expiration date or any subsequent renewal periods. The awardee(s) will be notified when the Board has acted upon the recommendation. All prices shall be firm for the entire length of the Contract and all subsequent renewal periods however, nothing prohibits the District from accepting lower pricing during the term of this contract.

#### **I. REFERENCES:**

**Electronically Complete the Reference Document and include at least five (5) references from customers that you have contracted with to provide paving and drainage work. This should include at least one reference from a customer who has been with you for a year or less, three references from veteran customers with long term or repeat contracts and at least one reference from a past customer who is currently not under contract with you. Please do not include the School District of Palm Beach County as a reference.**

**NOTE: The information requested must include a current contact name, phone number and email address for each reference.**

**J. QUALIFICATIONS:**

Provide photocopies of the following (**valid and current**) licenses and/or certificates: **Failure to provide this documentation may result in rejection of bid.**

If you are a business located within Palm Beach County please provide:

1. Palm Beach County Local Business Tax Receipt, formerly Occupational License.

**AND**

2. Proof of an active Certificate of Authority issued by the Florida Department of State which authorizes the Bidder to transact business in the State of Florida. This proof may be provided by either submitting a copy of the Letter of Authority issued by the Office of the Secretary of State or by submitting a copy of the Certificate of Status Verification which may be obtained via Sunbiz.org-Department of State.

**AND**

3. Copy of industry/skills certifications and /or licenses required for the performance of paving and drainage services. Copy of the proposer's Certified General Contractor's (CGC) License, issued by the Florida Department of Business and Professional Regulations. By submitting a bid, each bidder certifies that they possess a current certificate of competency issued by the State of Florida. All subcontractors must have appropriate licenses.

Per Florida Statutes 607.1501, A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State. For information on how to register to do business in the State of Florida go to: <https://dos.myflorida.com/sunbiz/forms/>

If you are an out of the county business please provide:

1. a current Business Tax Receipt within that county you are registered

**AND**

2. Proof of an active Certificate of Authority issued by the Florida Department of State which authorizes the Bidder to transact business in the State of Florida. This proof may be provided by either submitting a copy of the Letter of Authority issued by the Office of the Secretary of State or by submitting a copy of the Certificate of Status Verification which may be obtained via Sunbiz.org-Department of State.

**AND (if applicable)**

3. Copy of industry/skills certifications and /or licenses required for the performance of paving and drainage services. Copy of the proposer's Certified General Contractor's (CGC) License, issued by the Florida Department of Business and Professional Regulations. By submitting a bid, each bidder certifies that they possess a current certificate of competency issued by the State of Florida. All subcontractors must have appropriate licenses.

The bidder(s) must have an adequate organization, facilities, equipment, and personnel to insure prompt and efficient service. The District reserves the right, before recommending any award, to inspect the facilities to determine ability to perform. The District reserves the right to reject bids where evidence submitted, investigation and/or evaluation, is determined to indicate inability of the bidder to perform.

**K. PLACING AN OFFER:**

The Board objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

All offers must be submitted electronically to BidSync.com. No offer will be considered if submitted after the closing date and time. Hard copy bids will not be accepted. Allow sufficient time to complete your offer, **and follow all steps outlined in Paragraph C.** If necessary, an addendum will be distributed by BidSync to all who are known by the Purchasing Department to have received a complete set of proposal documents.

**L. BID QUESTIONS:**

From the time this solicitation is posted until the time a Decision or Intended Decision is posted, potential Proposers and employees, representatives, partners, director, officers, or other individuals acting on behalf of the Proposer, shall be prohibited from lobbying any School District employee, Member of the School Board, Member of a School District Advisory Committee that may evaluate the awarded contract, or person selected to evaluate or recommend selection of the awarded Proposer. Violation of the Cone of Silence shall result in rejection/disqualification of the Proposer from award of a contract arising out of this solicitation. Further, in order to protect the integrity of the award process, all questions regarding this solicitation must be submitted via BidSync no later than 5:00 p.m. EST, on Monday, March 9, 2020. Questions received via BidSync by the time and date specified will be answered in writing and posted on BidSync. Debra Hammerschlag is authorized only to direct the attention of prospective proposers to various portions of the Bid so that they may read and interpret such for themselves. Neither Debra Hammerschlag nor any employee of the District is authorized to interpret any portion of this Bid or give information as to the requirements of the Bid in addition to that contained in the written documents.

All questions submitted (along with their source) are subject to Public Records Laws and as such will be available for inspection upon receipt of a Public Records Request.

**M. POSTING OF BID RECOMMENDATION / TABULATIONS:**

Bid recommendations and tabulations will be posted electronically with BidSync for review by interested parties, on Friday, April 3, 2020 at 3:00 p.m., EST, and will remain posted for a period of 72 hours. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all bidders of the new posting date and time.

Any person adversely affected by the decision or intended decision, as defined in School Board Policy 6.14 (4) (a), must file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. Saturdays, Sundays and State Holidays shall be excluded in the computation of the 72-hour time period. The formal written protest must be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or to file a formal written protest within the time prescribed in section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

**N. SBE GOAL:**

The Board strongly encourages the use of Small Business Enterprises for participation as partners: joint venture partners, subcontractors, sub-consultants and prime contractors, in the District's contracting opportunities. A listings of Certified Small Business Enterprises can be

found on the District's Office of Diversity in Business Practices web site at <http://www.palmbeachschools.org/diversityinbusiness>.

**O. SUB-CONTRACTING:**

If a vendor intends to sub-contract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted with the bid or prior to use for approval. No sub-contracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from the District. Subcontractors will be required to conform to the Jessica Lunsford Act as noted in the General Conditions document of this bid.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. The School District Representative reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid. Vendors are encouraged to seek SBE business enterprises for participation in sub-contracting opportunities. The sub-contractor shall be equally responsible for meeting all requirements specified in this Invitation to Bid.

**P. SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION:**

An SBE business must meet The School District of Palm Beach County's (SDPBC) eligibility standards incorporated in the definition of Small Business Enterprise (SBE) as outlined in School Board Policy 6.143, Diversity and Equitable Utilization in Business, which requires that the business be certified by SDPBC.

SDPBC defines a Small Business Enterprise (SBE) as having average annual gross sales that are less than fifty (50%) of the small business size standard as defined by the U.S. Small Business Administration (SBA) for a firm's relevant industry. The average number of full-time employees over the last three years that is less than fifty percent (50%) of small business size standard as defined by SBA for the business firm's relevant industry. See SBE guidelines at: [www.sba.gov/federal-contracting/contracting-guide/size-standards](http://www.sba.gov/federal-contracting/contracting-guide/size-standards).

The principal place of business of the SBE must be in Palm Beach County, Broward County, and /or Miami Dade County. The firm's headquarters must be located in Palm Beach County, Broward County, and/or Miami Dade County with either, a majority of the firm's gross revenues or sales derived there, or a majority of firm's employees domiciled in one of these counties.

An SBE business must have received less than one million dollars (\$1 million) in contract payments from the School District of Palm Beach County projects or contracts in the fiscal year preceding the bid.

An SBE business shall be independent (a free-standing business) and recognized as a separate entity for tax purposes. Businesses that share common ownership, space, employees, or other facilities, may be considered as a single business for this program without reference to tax status.

The business must have been established and operational for a period of at least one (1) full year prior to the certification application. The business's address must include street number, name of the street, suite number, if any, and correct zip code. A post office box is unacceptable without the physical street address.

**Revenues or Sales Size Standards:**

Procurement Program – Any firm that has had an average cumulative gross sales or revenues of greater than seven million dollars (\$7 million) over the last three (3) years shall not be considered eligible to participate in the School District’s SBE program for procurement.

SDPBC will accept SBE certification on a school district solicitation if the bidder can demonstrate that they meet the guidelines as outlined in the School District’s Small Business Enterprise Program eligibility guidelines. Industry specific classification and income thresholds are consistent with and meets the standards contained in School Board Policy 6.143 and the Office of Diversity in Business Practices Procedures Manual as depicted in the chart below.

<b>INDUSTRY</b>	<b>INCOME THRESHOLD</b>
Construction	Not to exceed \$13,000,000.
Professional Services	Not to exceed \$6,000,000.
General Procurement	Not to exceed \$7,000,000.

**SBE Vendor Directory:**

The Vendor Directory represents SBE vendors certified only by the School District of Palm Beach County. Vendors certified as an SBE with any entity or agency other than the School District of Palm Beach County will not be accepted. The District does not have **reciprocity** with any other certifying Agency/Entity. The District has an Inter-local Agreement (IA) with The City of West Palm Beach, Palm Beach County and Miami-Dade County Public Schools; however, SBE bidders must have met the certification eligibility criteria of the District’s certification program at the time of documentation submittal in order to be deemed a District Certified SBE.

**Goal: The Goal established for this industry classification is an SBE Bid Preference of 5% for the participation of Small Business Enterprises.**

**SBE Bid Preference:**

Pursuant to Board Policy 6.143, award recommendations shall make appropriate adjustments to pricing when considering solicitations from School District of Palm Beach County (SDPBC) certified Small Business Enterprises (SBE) if the bid price does not exceed the lowest bidder’s price by an amount greater than \$50,000 or 5%, whichever is less. In instances where the certified SBEs price difference is greater than \$50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived.

Qualification requirements for SBE Bid Preference are, the bidder must be certified by the School District of Palm Beach County, at the time the bid is submitted. The District does not recognize any other certifications. **Bidders must submit their School District Certification Certificate with the bid.** For District certification go to <http://www.palmbeachschools.org/diversityinbusiness> website and complete the SBE certification application.

**Small Business Enterprise Participation:**

Bidders who list SBE subcontractors as participants in their bids must complete and submit the Subcontractor Participation Letter of Intent, Form 1525 and Subcontractor Participation Summary, Form 1526. Form 1526 will be submitted with all requests for payment, and will be submitted as part of the response to the solicitation.

**SBE Bid Preference is a not the same as Small Business Enterprise Participation.**

If SBE Bid Preference is indicated, then the Bid does not have an SBE Participation Goal and Forms 1525 and 1526 are not required.

The industry specific classification for this solicitation is: General Procurement

**B2GNow Compliance Reporting System**

The SCHOOL BOARD maintains an electronic Contract Compliance System known as the B2GNow Compliance Reporting System. This Contract is subject to Compliance Tracking and Contractor shall use the B2GNow secure web-based system to submit Project Specific information including, but not limited to, monthly payments and progress reports on all Subconsultants and Subcontractors.

Contractor understands that all Subconsultants and/or Subcontractors are also required to utilize the B2GNow Reporting System to manage their contact information and Project Specific records, respond to any noted instructions and/or information requests. Contractor agrees to advise all of its Subconsultants and/or Subcontractors in writing of the requirement to submit all Contract Compliance related data electronically to the B2GNow Reporting System. Contractor further agrees and understands it is responsible for ensuring all Subconsultants and/or Subcontractors have uploaded all requested items via the B2GNow Reporting System.

Contractor understands its contact information and that of its Subconsultants and/or Subcontractor must remain accurate and up-to-date in the B2GNow Reporting System and agrees to timely notify SCHOOL BOARD of any changes to its contact information or that of a Subconsultant and/or Subcontractor. From time to time, the SCHOOL BOARD may require additional information from the Contractor and/or its Subconsultants/Subcontractors and Contractor agrees that it will provide such information, within five (5) business days via the B2GNow Reporting System. Contractor understands its obligations hereunder are continuing and shall survive the expiration or termination of the Contract.

Information concerning access of the B2GNow Reporting System will be provided to Contractor by the Office of Diversity in Business Practices. The B2GNow Reporting System is web-based and can be accessed at the following Internet address: <https://palmbeachschools.diversitycompliance.com/>. The Contractor shall contact the Office of Diversity in Business Practices to register for training and support for the B2GNow Reporting System. Contractor agrees to advise all of its Subconsultants and/or Subcontractors in writing of their obligation to contact the Office of Diversity in Business Practices to register for training and support for the B2GNow Reporting System. For information request and questions, contact the Office of Diversity in Business Practices (561-681-2403).

See paragraph O for additional details regarding subcontractors.

**Q. ACCESSIBILITY TO AND COOPERATION WITH INSPECTOR GENERAL AND STAFF:**

The Awarded Vendor agrees and understands that the School District's Office of Inspector General shall have immediate, complete, and unrestricted access to all financial and performance-related records, papers, books, documents, information, writings, drawings, graphs, photographs, processes, data or data compilations, computer hard drives, emails, instant messages, services, and property or equipment purchased in whole or in part with School Board funds ("Information and Records"). The Awarded Vendor shall furnish the Inspector General with all Information and Records requested for the purpose of conducting

an investigation or audit, as well as provide the Inspector General with reasonable assistance in locating assets and obtaining information and records that are in the possession, custody, or control of the Awarded Vendor or its subcontractor. The Awarded Vendor understands, acknowledges, and agrees to abide by applicable portions of School Board Policy 1.092. Such policy is located at: <http://www.palmbeachschools.org/policies/>.

**R. PUBLIC RECORDS LAW:**

**The Responder shall:**

- a. Keep and maintain public records that ordinarily and necessarily would be required by the School Board of Palm Beach County in order to perform the service to the Board under this agreement.
- b. Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Responder does not transfer the records to the Board.
- d. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of the Responder or keep and maintain public records required by the Board to perform the service. If the Responder transfers all public records to the Board upon completion of the Agreement, the Responder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Responder keeps and maintains public records upon completion of the Agreement, the Responder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.

Failure of Responder to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event of a dispute regarding the enforcement of this provision where the Responder has unlawfully refused to comply with the public records request within a reasonable time, the School Board shall be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the vendor as authorized by 119.0701, Fla. Stat.

**IF THE RESPONDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, HE OR SHE MUST CONTACT THE PUBLIC RECORDS MANAGEMENT COORDINATOR FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY AT 561-629-8585, PUBLICRECORDS@PALMBEACHSCHOOLS.ORG, OR 3300 FOREST HILL BLVD., SUITE C-110, WEST PALM BEACH, FL, 33406.**

**Public Records Exemption:**

- 1) For purposes of this paragraph, "competitive solicitation" means the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms

of a competitive process, regardless of the method of procurement.

- 2) Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- 3) If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

**S. INSURANCE REQUIREMENTS:**

In the event of loss, damage or injury to the awarded bidder(s) and/or the awarded bidder's property, the awarded bidder(s) shall look solely to any insurance in its favor without making any claim against the School Board of Palm Beach County. The bidder's insurance coverage shall be primary and noncontributory. Proof of the following insurance will be furnished by the awarded vendor(s) to the School Board of Palm Beach County by Certificate of Insurance. The School Board shall be named as an additional insured.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County, Purchasing Department by email ([insurancecertificate@palmbeachschools.org](mailto:insurancecertificate@palmbeachschools.org)), or fax (561-963-3823), and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

**1. WORKERS' COMPENSATION: WORKERS' COMPENSATION:**

Bidder must comply with Section 440, Florida Statutes, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits or elective exemptions as defined in Florida Statute 440 will be considered on a case by case basis.

Required Endorsements:

- o Waiver of Subrogation – WC 0003 13 or its equivalent

**2. COMMERCIAL GENERAL LIABILITY:**

Bidder shall procure and maintain for the life of the contract, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of the contract. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

Required Endorsements:

- Additional Insured – CG 20 26 or CG 20 10 and CG 20 37 or their equivalents.

Note: CG 20 10 or CG 2026 must be accompanied by CG 20 37 to include products/completed operations.

- Waiver of Transfer Rights of Recovery – CG 24 04 or its equivalent.
- Primary and noncontributory – CG 2001 or its equivalent.

Note: If blanket endorsements are being submitted, please include the entire endorsement and applicable policy number.

**3. BUSINESS AUTOMOBILE LIABILITY:**

Awarded vendors shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$500,000 per occurrence. This coverage shall be an “Any Auto” form policy or a form policy that includes “Scheduled Autos, Hired Autos, and Non-Owned Autos” coverage. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we require an affidavit signed by the contractor indicating the following:

\_\_\_\_\_ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, \_\_\_\_\_ (Company Name) agrees to purchase Business Automobile Liability coverage as indicated above on the date of acquisition.

**4. WAIVER OF SUBROGATION:**

The awarded bidder(s) hereby waives any right of subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of the Bidder’s insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.

NOTE: The terms and conditions of this agreement shall apply with respect to awarded bidder’s operations for any school or ancillary owned by the School Board of Palm Beach County.

**T. E-VERIFY**

Vendor shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by Vendor while performing work or providing services for the School Board of Palm Beach County, Florida on its behalf utilize the E-Verify system to verify the employment of all new employees hired by all subcontractors. Vendor is also required to complete the Certification for E-Verify Form and upload with your bid response. Failure to do so may result in rejection of your proposal.

**U. PAYMENT / PAYMENT TERMS:**

Payment will be made after the goods/services from the awarded vendor have been received/completed; inspected and found to comply with award specifications, free of

damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

The District's payment terms are net 30 days; however, the District will accept terms for early payment. See **Early Payment Terms Document**.

**Payment will not be processed until the following occurs:**

1. The complete and satisfactory receipt of all items ordered. All pricing in accordance with the bid.
2. The receipt of a properly billed invoice in the Accounting Services Department.

**Invoices to the School Board MUST include the following to permit verification of prices and expedite payment to vendors:**

1. Name and Address of Vendor
2. A Unique Invoice Number
3. Date of Shipment
4. Line Item Total or Extended Price
5. Purchase Order Number
6. A copy of the first invoice for this contract shall be sent to the Purchasing Agent for review at [debra.hammerschlag@palmbeachschools.org](mailto:debra.hammerschlag@palmbeachschools.org).

**Invoice copy and/or packing slip must be presented at time of delivery. Original Invoice must be sent to Accounting Services, 3300 Forest Hill Blvd., Suite A-323, West Palm Beach, FL 33406, or submitted electronically**

To submit an invoice as an email attachment, ensure that the electronic document meets the guidelines below and email the invoice to [apinvoice@palmbeachschools.org](mailto:apinvoice@palmbeachschools.org).

**Electronic Invoice Submission Guidelines:**

**a. Submit industry standard PDF's, created at a 300-dpi bi-tonal equivalent (either image or text only content) or bi-tonal or grey scale TIF's.**

**b. Each invoice must be its own file attachment. Multiple invoices in a single email is supported, but each invoice must be a separate file attachment**

**If you are interested in learning more about submitting invoices via email, please contact Bob Rucinski at [bob.rucinski@palmbeachschools.org](mailto:bob.rucinski@palmbeachschools.org), or call him at (561) 434-8701.**

Failure to timely submit invoices(s) to Accounting Services as set forth above may significantly delay processing and payment of the invoice.

The School Board may not process invoices submitted more than 120 Days after the date the goods or services were delivered without prior approval from the Accounting Services Department.

Vendor waives claims for payment of goods and/or services on invoice(s) not received by the Accounting Services Department within 120 Days of the delivery. Prior approval by Accounting Services is required if invoicing will extend past 120 days.

The above terms and conditions are agreed to by submitting an offer on this bid.

**V. INCORRECT PRICING/INVOICES:**

Any pricing on invoices that is incorrect or freight charges that were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the District's attention and did not receive written approval via a Change Order issued by the Purchasing Agent may not be honored.

**W. CHANGE ORDERS:**

Any addition(s) to the Scope of Work or to a Purchase Order as a result of the bid award that adds additional costs must be brought to the School Districts attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the district's attention and did not result in a Change Order approved by the Purchasing Agent may not be honored.

**X. DISTRICT PURCHASING CARD:**

The School District has authorized the use of a Purchasing Card with Visa through the Bank of America to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Vendors may be presented these credit cards by authorized School District personnel for the above mentioned purchases. Each cardholder's authorization limit may not exceed \$1,000 daily per vendor effective July 1, 2006 (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under \$1,000.

**Y. CONFLICT OF INTEREST:**

On vendors own business letterhead, all vendors must disclose the name of any officer, director, or agent who is also an employee of the District. All vendors must disclose the name of any District employee who owns, directly or indirectly, any interest in the responder's business or any related entity. By submitting this documentation to the District, the vendor represents and warrants that District employee does not have a prohibited conflict of interest as provided in Chapter 112, Florida Statutes and School Board Policy 3.02 Code of Ethics.

**Z. CODE OF ETHICS:**

Per District Policy 3.02, District Employees shall not accept gifts or gratuities in violation of the State Code of Ethics or which give the appearance that the gift improperly influenced a decision.

**AA. ORGANIZATION PROFILE:**

Provide the Corporate Name and Parent Company (if applicable) and address of corporate headquarters. Provide the names, titles, addresses, email, and telephone numbers of the persons authorized to answer any questions related to Company's proposal. The Organization Profile should also include information such as number of years in the business, number of locations, location of facilities, company vision statement, and a succinct history of the company. In addition, the Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be completed, signed, notarized and returned with your bid.

**BB. COMPANY FINANCIALS:**

Vendors shall provide financial statements giving the District enough information to determine financial stability. Failure to do so may result in your response being rejected.

- a. Balance Sheet or Annual Report for the last three (3) years
- b. Three (3) years of income statements
- c. Federal or State tax liens or judgements for the proposer's entity for the last five years. If no liens or judgements exist, please so state on Company Letterhead and upload with your response.

You may also include (optional):

- a. Statement of Changes in financial position;
- b. Letter from the proposer banking institution
- c. Statement from certified public accounting firm.

**CC. SITE INSPECTION(s):**

When a potential project is defined, a quote request will be requested following the procedures listed below:

Projects with estimated cost:

\$5,000 or less: Facilities Management Coordinator (FMC)/Senior Projects Administrator (SPA)/Project Coordinator (PC) will send notice to a contractor from the awarded pool of contractors whose cost and schedule best meets the needs of the District. Contractor shall contact the FMC/SPA/PC within one working day to confirm their ability to quote the job and within three working days of request contractor shall provide the requester with an itemized quote for the repairs based on scope of work provided to the contractor or based on contractor's visit to the site. Purchasing Agent will be copied on notification.

\$5,000 to \$10,000: FMC/SPA/PC will send notice to the pool of awarded contractors.

Included in notice shall be:

Site location, address, and contact person

Scope of work

Plan drawings (if applicable)

Site inspection (if applicable)

If required, include date, time, mandatory or non-mandatory, meeting location

Question deadline

Quote due date (include quote sheet template)

Copy Purchasing Agent

\$10,000 and up: Purchasing Department will post a Request for Quote (RFQ) on Bidsync and include scope of work and any associated plans or prints. The RFQ will be open to only those vendors awarded on this contract.

Following the site inspection, quotations shall be submitted as directed and by the deadline specified. This quotation shall be based on the individual scope of work, bid special conditions, bid specifications and all applicable regulations and codes, and submitted on the Quote Sheet.

**Price quotes must be itemized based on the prices submitted with this bid on the Bid Line Items. However, it is understood that each project may warrant an additional educational discount. Therefore, a contractor may always submit an itemized quote that is based on a lower price than those submitted in their bid documents.**

**DD. AREA REPRESENTATIVE:**

Bidder should indicate on the attached Area Representative Document the name, address, phone number and email address, if available, of the vendor representatives who will make periodic scheduled visits to the schools and departments and will be available, upon request, to resolve billing and delivery problems.

**EE. WARRANTY:**

The contractor shall furnish written guarantee that all labor and materials shall be fully warranted by the contractor for a period of five (5) years from date of substantial completion of entire project. The successful bidder shall conduct an inspection three (3) years after installation to check for any defects. If a defect is found, the contractor agrees to repair without delay and at their own expense all such defects.

**FF. DELAYS AND EXTENSIONS OF TIME:**

If the contractor is delayed at any time in the progress of the work for any cause or reason which is beyond their control, contract time shall be extended by mutual agreement between the contractor and the School District (Purchasing Department). The contractor shall submit written request for extension within five calendar days after occurrence of a delay.

**GG. LIQUIDATED DAMAGES:**

Should the contractor fail to complete the work within the time specified on the purchase order, and provided the contractor has not previously obtained an extension of time, the School District reserves the right to collect liquidated damages. Said liquidated damages shall be assessed at the rate of \$250 per day for each calendar day that work remains uncompleted after the time allotted.

**HH. PERMITS AND CODE INSPECTIONS:**

Permits: The Vendor shall secure all necessary building permits from the Permitting Authority (The School District of Palm Beach County Building Code Services (BCS) Department). Related instructions are located on the BCS Home <https://www.palmbeachschools.org/cms/One.aspx?portalId=270616&pageId=6789846>.

Construction will be inspected for code compliance, compliance with drawings and specifications, and quality by inspectors working for the Permitting Authority.

The Vendor shall provide the following information to the Permitting Authority and obtain approval from the Permitting Authority prior to beginning construction:

- (a) Documents as required by the Permitting Authority
- (b) Vendor should assume a 30 day turnaround time from the time of submission of required documents for obtaining a building permit.

Code Inspections: All projects require detailed code compliance inspections during construction in disciplines determined by the Permitting Authority. These disciplines normally include, but are not necessarily limited to, structural, mechanical, electrical, plumbing and general building safety. Inspection personnel will be provided by the Permitting Authority.

The Vendor shall request the appropriate inspector(s), no less than 48 hours in advance, that the work is ready for inspection and before the work is covered up. Work not inspected and approved prior to cover-up shall be uncovered for inspection when directed by the Permitting Authority. All costs for uncovering and reconstruction shall be borne by the Vendor.

All inspections shall be made for conformance with the applicable building codes, compliance with drawings and specifications, and quality.

Cost for all re-inspections of Work found defective and subsequently repaired shall be borne by the Vendor.

**II. MEASUREMENTS:**

Each bidder is responsible for making an on-site measurement of the area to be serviced in order to determine exact requirements. All bidders shall be responsible for accuracy of field measurements. Bidders shall investigate the location of the work and the conditions of the installation required.

AT NO TIME WILL THE DISTRICT PAY FOR MEASUREMENT, LABOR OR ANY OTHER FEES ASSOCIATED TO PROVIDING A QUOTE.

**JJ. BALANCE OF LINE:**

The "balance of line" shall include new product and upgraded catalogs. Additions shall be submitted as they occur. Deletions and discontinued items shall be reported by bid awarded vendors as they occur.

**KK. QUANTITIES:**

Quantities set forth in this Invitation to Bid are estimates based on anticipated usage. They are subject to change (increase/decrease) in order to meet the needs of the School District of Palm Beach County. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.

**LL. CONTRACTOR RESPONSIBILITIES:**

The successful bidder (hereinafter referred to as the contractor) shall furnish, at their expense, all labor, supervisors, equipment, machinery, tools, materials, transportation, and other facilities and services necessary to fully complete all work specified herein and in accordance with the School District Master Specifications.

All work shall be coordinated with appropriate District official and meet all requirements for FCAT black-out period testing. All work shall maintain occupancy and egress requirements to maintain occupancy of the school without disruption.

The contractor shall be responsible to ensure frequent pick-up of all refuse, rubbish, scrap materials, and debris that result from their operations so that work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc., shall be transported from the premises. NO rubbish shall be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave project in ready to use condition.

The District official shall provide a schedule for the required work and coordinate all required work with other occupancy and/or construction occurring on or in this area by others. Safeguard of all equipment, tools, materials, etc., at the work site is the contractor's responsibility.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operations at the work site.

Contractor shall correct any and all damage caused by their operations to the District's satisfaction at no additional cost to the District.

The contractor shall have an English-speaking supervisor/representative on the worksite at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractor's behalf.

The contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed) at all times, and their compliance with School Board Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on campus. The provision or use of existing sanitary facilities will be discussed and determined at the pre-construction meeting. The contractor shall provide to the owner certification that all personnel on site comply with Level 2 FDLE and FBI screening, with the report of the results provided by or to the School District's Police Department, which shall be the sole determiner of clearance. All contractor and sub-contractor personnel must have a badge, indicating clearance. The contractor's name and a traceable number must be visible. No contact between students or School staff is allowed with any contractor, sub-contractor, or supplier. If contacted by school personnel or staff, refer them to the School District's Project Coordinator for this project. More information on Level 2 screening can be found at:

<https://www.palmbeachschools.org/cms/One.aspx?portalId=270616&pageId=6252328>.

**BID PREPARATION CHECKLIST:**

The Bid Preparation Checklist is a guide to assist the Bidder in verifying the completeness of their Bid. The Bid Preparation Checklist does not relieve the Bidder of the responsibility of ensuring that all requirements of this solicitation are included with submittal of their response. Items checked “required” must be submitted with your bid response or your bid may be declared non responsive.

Verified by Vendor	Required	Document	See Special Condition
	Yes	Bidder Acknowledgement	N/A
	Yes	Area Representative	Paragraph DD
	Yes	Required Response Form	N/A
	Yes	Bid Line Items	N/A
	Yes	Certificates/License	Paragraph J
	Yes	Beneficial Interest and Disclosure of Ownership Affidavit	Paragraph D
	Yes	Proposer's Statement of Principal Place of Business	Paragraph E
	Yes	Debarment Certification	N/A
	Yes	Reference Document	Paragraph I
	Yes	Early Payment Terms	Paragraph U
	Yes (if applicable)	Form 1525, Letter of Intent – SBE Subcontractor Participation	Paragraph P
	Yes (if applicable)	Form 1526, SBE Subcontractor Participation Summary	Paragraph P
	Yes	Form 0580, Drug-Free Workplace Certification	N/A
	Yes	Organizational Profile	Paragraph AA
	Yes	Company Financials	Paragraph BB
	Yes	Conflict of Interest/Non Conflict of Interest Statement	Paragraph Y
	Yes	E-Verify Form	Paragraph T
	Yes	Complaint Notification/Bid General Conditions	See General Conditions Paragraph 26

**\*Reminder\* The Proposer must submit all supporting documentation in the name of Proposer's entity only. Parent and/or subsidiary entities will not be acceptable.**

**SPECIFICATIONS**

Specifications pertinent to this bid, are contained in a separate document titled “Specifications”.

## 20C-46V - SPECIFICATIONS

### PART 1 - GENERAL

#### SECTION INCLUDES

- A. Topsoil removal
- B. Earthwork
- C. Compacted Subgrade
- D. Limerock, Shellrock, Base Course and Crushed Concrete
- E. Asphaltic Concrete Surface Course
- F. Pavement Resurfacing
- G. Pavement Seal Coating
- H. Pavement Repair and Rehabilitation

#### REFERENCES

- A. The references to "standard specifications" shall mean the Florida Department of Transportation standard specifications for road and bridge construction, latest edition, except for those paragraphs referring to measurement and payment.
- B. The references to AASHTO shall mean the American Association of State Highway and Transportation Officials.
- C. The reference to "District" shall mean the Palm Beach County School District.
- D. Refer to District Master Specifications which may be accessed through the following link: <https://www.palmbeachschools.org/cms/one.aspx?pageId=7083736>

#### QUALITY ASSURANCE

- A. Perform work in accordance with standard specifications.
- B. Asphalt/Concrete Plant - conform to standard specifications.
- C. Obtain materials from same source throughout duration of each project.

#### REGULATORY REQUIREMENTS

- A. All work shall conform to Florida Statutes, State Requirements for Educational Facilities.
- B. Permits for work on public right-of-ways shall be obtained and paid for by the Palm Beach County School Board.

#### ENVIRONMENTAL REQUIREMENTS

- A. Do not place asphalt when base course surface temperature is below 40°F.
- B. The mixture shall not be spread when the wind is blowing to such an extent that proper and adequate compaction cannot be maintained or when sand and dust are being deposited on the surface being paved, to the extent that bond between layers will be diminished.

## RESPONSIBILITY FOR INSPECTION AND TESTS

- A. District Responsibility: It will be the District's responsibility to employ and pay for the services of an independent testing laboratory. The contractor shall pay for samples required except those secured by the test lab. The contractor shall pay for all retests required due to failure to meet specifications.
- B. Contractor Responsibility: No failure of test agencies, whether engaged by the District or contractor, to perform adequate inspection or tests or to properly analyze or report results, shall relieve the contractor of responsibility for the fulfillment of the requirements of the contract document.
- C. Coordination with District's Agencies: Afford access and reasonable time in the construction sequence for the District's inspections and tests to be performed. Cooperate with agencies and provide incidental labor and services needed for the removal and delivery of test samples, and for inspections and taking measurements. Provide patching and restoration services where test samples have been removed.
- D. Test Agency Responsibilities: Test agencies, regardless of whether engaged by the District or contractor, are not authorized to change or negate the requirements of the contract documents. Each agency shall coordinate its assigned work with the construction schedule as maintained by the contractor, and shall perform its work promptly so as not to delay the work. Observations by agencies having a bearing on the work shall be reported to the District, in the most expeditious way possible, and shall be recorded in writing by the agency. Agency personnel shall not interfere with or assume the duties of the contractor.

## PAYMENT

- A. Payment shall be made for the items listed on the Bid Line Items on the basis of the work actually performed and completed, such work including but not limited to the furnishing of all necessary labor, materials, equipment, transportation, cleanup, and all other appurtenances to complete the construction and installation of the work to the configuration and extent as shown on the drawings and described in the specifications.
- B. Topsoil Stripping: Payment shall be made per cubic yard as measured by length, width, and depth of volume stripped.
- C. Excavation of Cut Areas to Stockpile: Payment shall be made per cubic yard as measured by length, width, and depth of volume excavated.
- D. Excavation of Cut Areas to Fill Areas: Payment shall be made per cubic yard as measured by length, width, and depth of volume excavated. No additional payment will be made for spreading and compacting this material in fill areas.
- E. Fill Material, Imported, Spread and Compacted: Payment shall be made per cubic yard as measured by truck volume. Signed and dated truck tickets shall be required for payment. District reserves right to field measure truck volume.
- F. Load and Haul Excavated Material: Payment shall be made per cubic yard as measured by truck volume. Haul distance shall be actual mileage between project site and dump site.

- G. Paving:
1. Subgrade: Payment shall be made per square yard as measured extending 6" beyond limits of base course.
  2. Base Course: Payment shall be made per square yard as measured extending 6" beyond limits of paving. No additional payment shall be made for prime coat.
  3. Paving: Payment shall be made per square yard as measured. No additional payment shall be made for tack coat.
  4. Milling of existing asphalt pavement: Payment shall be made per square yard at specified depth and shall include proper removal and disposal of material. Minimum of 500 s.y. shall apply to milling.
- H. Mobilization: Payment shall be made **one time** for each separate project with the exception of repairs (patching). Payment shall be made one per day for multiple repair work (patching) sites/projects per zone. No additional payment shall be made unless work is stopped by District for a period in excess of three months.
- I. Asphalt Removal: Payment shall be made per cubic yard as measured by truck volume of material removed. Payment shall include all costs associated with the asphalt removal including but not limited to saw cutting, removal, loading, hauling, dumping, dump fees, etc.
- J. Reworking of Existing Base:
1. Scarify Existing Base: Payment shall be made per square yard of existing base, as field measured, requiring scarification to whatever depth required.
  2. Adding of Base Material: Payment shall be made per cubic yard as measured by truck volume. Signed and dated truck tickets shall be required for payment. District reserves the right to field measure truck volume.
  3. Finish and Compact Base Course: Payment shall be made per square yard of finished base, as field measured.
- K. Pavement Resurfacing:
1. Paving: Payment shall be made per square yard at the price for the type and thickness shown on Bid Line Items. No additional payment shall be made for tack coat.
  2. Leveling Course: Payment shall be made per ton as shown on asphalt plant ticket. Asphalt plant ticket shall be signed and dated.
- L. Repairs:
1. Repairs: Payment shall be made per square yard and include all material, equipment, and supervision required to complete a job. No additional payment shall be made for tack coat or base.
  2. Mobilization: Payment shall be made one per day for multiple repair work (patching) sites/projects per zone.
- M. Storm Drains:
1. Installation: Payment shall be at the price for the type storm drain shown on Bid Line Items.
  2. Payment shall include all material, equipment, and supervision required to complete a job.
- N. Drainage Pipes:
1. Installation: Payment shall be at the price for the type drainage pipes shown on Bid Line Items.

2. Payment shall include all material, equipment, and supervision required to complete a job.
- O. Quantities on Bid Line Items:
1. Quantities on Bid Line Items are estimated only for the purpose of fairly evaluating bids based on anticipated contract usage.
  2. Quantities on Bid Line Items shall in no way constitute a guaranteed minimum annual contract amount.
  3. The District reserves the right to exceed these quantities or limit the use of this contract in accordance with its own best interest.

## **PART 2 - PRODUCTS**

### **MATERIALS**

- A. Soil Materials: Soil materials used for backfill and fill shall be free of rock or gravel larger than two inches in any dimension, debris, waste, vegetable, and other deleterious matter.
- B. Limerock Base: Limerock shall consist of fossiliferous limestone of uniform quality, and shall not contain hard or flinty pieces which will prevent attainment of a smooth pavement surface free from pits or pockets. At the contractor's option, either Ocala limerock or Miami Oolite limerock may be used, but only one type may be used on any one project.
1. Limerock shall be composed of not less than 70% of carbonates of calcium and magnesium, and not more than 3% of water-sensitive clay material.
  2. Limerock shall conform to Section 911 of the standard specifications.
- C. Shellrock Base: Shellrock shall be locally mined material from naturally occurring deposits. The material shall not contain silica sand in sufficient quantity to prevent bonding.
- Shellrock shall conform to Section 913 of the standard specifications.
- D. Prime Coat: The bituminous material to be used for prime coats shall be either cut-back asphalt, Grade RC-70 or RC-250. Materials shall conform to Section 916 of standard specifications.
- E. Tack Coat: The bituminous material to be used to tack coat shall be emulsified asphalt, Grades RS-L, CRS-L, SS-1, CSS-1, SS-1H, CSS-1H, AE-60, AE-90, AE-150, CRS-2H, Special MS Emulsion, or Asphalt Emulsion Prime (AEP) meeting the requirements of Section 916-5 of the standard specifications. The materials specified shall not be diluted prior to use.
- F. Asphaltic Concrete Surface Course:
1. Asphaltic Concrete Surface Course shall be the type called for on the drawings and specifications.
  2. The job mix formula, size and percentage of aggregates shall be as specified in the standard specifications.
- G. Crushed or Recycle Concrete

1. The use of recycled or crushed concrete for construction of roadway base course shall comply with requirements in District Master Specification Section 02400, entitled "Bituminous Concrete Pavement". Refer to Part 2.3 therein.

### **PART 3 - EXECUTION**

#### **TOPSOIL STRIPPING**

- A. Topsoil is defined as surface soil found in an depth of not less than 4". Satisfactory topsoil is reasonably free of subsoil, lumps, stones, and other objects over 2" in diameter, and without weeds, roots, and other objectionable material.
- B. Strip topsoil to whatever depths encountered in a manner to prevent intermingling with the underlying subsoil or other objectionable material.
- C. Remove heavy growths of grass from areas before stripping. Where trees are indicated to be left standing, stop topsoil stripping in a sufficient distance to prevent damage to the main root system.
- D. Stockpile topsoil in storage piles where directed. Construction storage piles shall freely drain surface water. Cover storage piles if required to prevent wind-blown dust.

#### **EXCAVATION**

Excavation consists of the removal and disposal of materials encountered when establishing the required grade elevations.

- A. Where it is necessary to cut roots projecting into an excavation or to trim branches for equipment clearance, all severed root ends or cuts to branches over 1/2" diameter shall be treated with an asphalt base pruning paint. Backfill over exposed roots as soon as possible.
- B. Earth excavation includes the removal and disposal of pavements and other obstructions visible on the ground surface, underground structures and utilities indicated to be demolished and removed, material of any classification indicated in data on subsurface conditions, and all other materials encountered that are not classified as rock excavation or unauthorized excavation.
- C. Material Storage: Stockpile excavated materials classified as satisfactory soil material where directed, until required for fill. Place, grade, and shape stockpiles for proper drainage. Dispose of excess unsatisfactory soil material, trash and debris, as specified.

#### **FILL**

- A. Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills. Plow, strip, or break-up sloped surfaces steeper than one vertical to four horizontal so that fill material will bond with existing surface.

When the existing ground surface has a density less than that specified under "Compaction" for the particular area classification, break-up the ground surface, pulverize, moisture-condition to the optimum moisture content, and compact to the required depth and percentage of maximum density.

- B. Placement and Compaction: Place backfill and fill materials in layers not more than 8" in loose depth for material compacted by heavy compaction equipment, and not more than 4" loose depth for material compaction by hand-operated equipment. Before compaction, moisten or aerate each layer as necessary to provide the optimum moisture content of the soil material.

Compact each layer to the required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy. Backfill excavations as promptly as the work permits, but not until completion of inspection, testing, approval, and recording location of underground utilities, as required.

### COMPACTED SUBGRADE

Subgrade construction shall consist of bringing the bottom of excavations and top of embankments of the roadway, between the outer limits of the stabilized shoulders or base course, to a surface conforming to the grades, lines and cross sections shown on the drawings, of uniform density, ready to receive the base course. Before adding any fill, clear and grub all areas to be paved. All subgrades, shall be compacted to 98% of maximum density as determined by AASHTO T-180.

### BASE COURSE

#### A. Limerock and Shellrock

1. Base material shall be dumped on the end of the preceding spread without dumping or hauling directly on the subgrade. Equipment for spreading and grading shall be as specified in Section 200 of the "Standard Specifications". After the spreading is completed, the entire surface shall be scarified and then shaped to produce the required grade and cross section after compaction. Water shall be added as required to obtain the specified density.
2. Compaction shall be by rolling a compaction of steel wheel and rubber tired rollers until an average density of 98% of the maximum density is reached as tested under AASHTO method T-180. Compaction and finishing shall be in accord with double course base requirements of Paragraph 200-6 of the "Standard Specifications". Tests will be paid for by the District and retests paid for by the contractor.

B. After completion of compaction, the surface of the base course shall be checked with a template cut to the required crown, and the thickness shall be checked by borings. Any surface irregularities in excess of 1/4" or any deficient thickness shall be corrected by scarifying and adding material after which the entire area shall be recompacted. A sanded prime coat shall be applied after the base has been accepted.

### ASPHALTIC CONCRETE SURFACE COURSE

#### A. Surface Preparation

1. On a newly constructed base course, the surface shall be prepared as set forth in the section covering such base course, and shall be cleaned of all loose and foreign material. The base shall then be primed, and a tack coat applied (if required), followed by application of the surface course.
2. Where the surface course is constructed on the existing pavement or old base which is irregular, the existing surface shall be brought to the proper grade and cross section by patching and/or a leveling course. Prior to applying patching, leveling course or surface course on the existing pavement, the surface shall be cleaned and all foreign matter removed, and a tack coat applied as specified herein. A similar tack coat shall be applied over patches or leveling course.

3. Where this surface course is to be constructed over newly constructed surface treatment, all loose material shall be swept clean from the paving area and removed from the job site unless specified otherwise. A tack coat shall then be applied on the surface treatment before the surface course is laid.
4. Prime Coat: Apply at the rate of 0.10 gal. per sq. yd. over compacted base. Apply material to penetrate and seal, but not flood, surface. Apply a light uniform cover of sand and allow to cure.
5. Tack Coat: Apply to contact surfaces of previously constructed asphalt or portland cement concrete and surfaces abutting or projecting into asphaltic concrete pavement. Distribute at rate of 0.02 to 0.08 gal. per sq. yd. of surface unless a more specific rate is specified on the drawings.

B. Placing the Mix

1. General:
  - a. Place asphaltic concrete mixture on clean prepared surface, spread and strike-off. Place inaccessible and small areas by hand. Place each course to required grade, cross-section, and compacted thickness.
  - b. Follow "Standard Specifications" Section 330 for general construction of the surface course as applicable to this project, including compacting and finishing.
2. Joints: Make joints between old and new pavements, or between successive days' work, to ensure continuous bond between adjoining work. Construct joints to have same texture, density and smoothness as other sections of asphaltic concrete course. Clean contact surfaces and apply tack coat.
3. Patching: Remove and replace paving areas mixed with foreign materials and defective areas. Cut-out such areas and fill with fresh, hot asphaltic concrete. Compact by rolling to maximum surface density and smoothness.
4. Protection:
  - a. After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
  - b. Erect barricades to protect paving from traffic until mixture has cooled and attained its maximum degree of hardness.

C. Field Quality Control

1. General: Test the in-place asphaltic concrete courses for compliance with requirements for thickness and surface smoothness. Repair or remove and replace unacceptable paving as directed by the engineer/architect.
2. Thickness: The compacted thickness of the base or surface courses shall be not less than that shown on the drawings.
3. Surface Smoothness:

Test finished surface of each asphaltic concrete course for smoothness, using 13' straight edge applied parallel with the centering of paved area and extended across all joints. Surfaces will not be acceptable if exceeding the following tolerances for smoothness:

  - a. Base Course Surface: 1/4"
  - b. Wearing Course Surface: 3/8"

Check surfaced areas at intervals as directed by the engineer.

## PAVEMENT RESURFACING

- A. Inspection: Contractor must examine the areas and conditions under which paving is to be installed. Notify the engineer in writing of conditions detrimental to the proper and timely completion of the work. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the engineer.
- B. Cleaning and Preparing Existing Surface
1. Where this surface course is constructed on the existing pavement or old base which is irregular, and where so shown on the plans, the existing surface shall be brought to the proper grade and cross section by patching and/or a leveling course. Prior to applying patching, leveling course, or surface course on the existing pavement, the surface shall be cleaned and all foreign matter removed, and a tack coat applied as specified herein. A similar tack coat shall be applied over patches or leveling courses.
  2. Prime Coat: Apply at the rate of 0.10 gal. per sq. yd. over compacted base. Apply material to penetrate and seal, but not flood, surface. Apply a light uniform cover of sand and allow to cure.
  3. Tack Coat: Apply to contact surfaces of previously constructed asphalt or portland cement concrete and surfaces abutting or projecting into asphalt concrete pavement. Distribute at the rate of 0.02 to 0.08 gal. per sq. yd. of surface unless a more specific rate is specified on the drawings.
- C. Placing the Mix
1. General:
    - a. Spreading, compacting and jointing the wearing surface shall be in strict accordance with Section 330 of the Florida Department of Transportation Standard Specifications for Road and Bridge Construction, latest edition.
    - b. Place asphalt concrete mixture on clean prepared surface, spread and strike-off. Place inaccessible and small areas by hand. Place each course to required grade, cross-section, and compacted thickness.
    - c. Mixture used for patching and leveling course shall not be prepared and hauled to the road at a rate faster than spreading and compacting can be completed before the temperature of the mixture drops too low for proper spreading and compacting, all as determined by the engineer.
  2. Joints: Make joints between old and new pavements, or between successive day's work, to ensure continuous bond between adjoining work. Construct joints to have same texture, density and smoothness as other sections of asphalt concrete course. Clean contact surfaces and apply tack coat.
  3. Patching: No skin patching shall be done. When a depression is to be corrected while the mixture is hot, the surface shall be well scarified before the addition of fresh mixture. If irregularities occur greater than the limits herein specified, and are not corrected while the mixture is still hot, the irregularities shall be cut out for the full depth of the layer, and

replaced with fresh, hot asphalt concrete. Compact by rolling to maximum surface density and smoothness.

4. Leveling Course: Where a leveling course is required before a spreading and leveling course, all depressions in the existing surface more than 1" deep shall be filled by spot patching. The leveling course mixture shall then be thoroughly compacted.
5. Protection:
  - a. After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
  - b. Erect barricades to protect paving from traffic until mixture has cooled and attained its maximum degree of hardness.

**D. Field Quality Control**

1. General: Test the in-place asphalt concrete courses for compliance with requirements for thickness and surface smoothness. Repair, or remove and replace, unacceptable paving as directed by the engineer.
2. Thickness: The compacted thickness of the base or surface courses shall be not less than shown on the drawings.
3. Surface Smoothness:
  - a. Test finished surface of each asphalt concrete course for smoothness, using a 15' straight edge applied parallel with the centerline of the paved area and extended across all joints. Surfaces will not be acceptable if exceeding the following tolerances for smoothness.
    - (1) Base Course Surface: 1/4"
    - (2) Wearing Course Surface: 3/8"
  - b. Check surfaced areas at intervals as directed by the engineer.

**E. MILLING OF EXISTING ASPHALT PAVEMENT**

The work in this section consists of removing existing asphaltic concrete pavement by milling to improve the ride ability of the finished pavement, to lower the finished grade adjacent to existing curb prior to resurfacing, or to completely remove existing pavement.

The District will specify the depth of the cut. Milled material will become property of bidder.

**PART 4 STORM SEWER MANHOLES:**

- A. General: Contractor shall provide pre-cast reinforced concrete storm sewer manholes as indicated, complying with ASTM C478.
- B. Top: Shall be pre-cast concrete, of concentric cone, eccentric cone, or flat slab top type, as Indicated.
- C. Base: Pre-cast concrete, with base riser section and integral floor, as indicated.
- D. Frame and Cover: Shall be Ductile-iron, 26-inch diameter cover, heavy-duty, indented top design, with lettering cast into top reading "STORM SEWER."

**PART 5 CATCH BASINS:**

- A. General: Provide pre-cast reinforced concrete catch basins at indicated.
- B. Basin: Pre-cast reinforced concrete, in accordance with Florida Department of Transportation Standard Specification Section 425, standard index drawings and ASTM C478.
- C. Frame and Grate: As indicated on drawings, meeting Florida Department of Transportation Standard Specification Section 425

#### **PART 6 POLYETHYLENE PIPE AND FITTINGS:**

- A. Contractor shall provide high-density corrugated polyethylene smooth interior pipe with annular exterior corrugations. Contractor shall provide pipe fittings and accessories of same material and weight/class as pipes, with adjoining method as indicated. All roof drain connections shall be made with a pre-manufactured welded tee fitting.
- B. All materials shall comply with AASHTO M294 Type S, AASHTO M252, ASTM 3350 and ASTM D2321. All pipe and fittings shall be "HI-Q SURE-LOK" as manufactured by Hancor, Inc. or as approved by the Engineer.

#### **PART 7 STORM SEWER PIPE: POLYVINYL CHLORIDE PIPE:**

- A. Contractor shall provide 6 to 8 inch diameter PVC: SDR 35 conforming to ASTM C3034, with push-on rubber gasket joints.
- B. Contractor shall provide 10 to 12 inch diameter and larger PVC: PS 10 Perma-Lock with push-on rubber gasket joints similar to those as manufactured by J-M Manufacturing Company, Inc or acceptable equal.
- C. Contractor shall provide Polyvinyl-chloride pipe for use in storm sewers connections to building drains shall conform to the requirements of ASTM D1785, for Type II grade 1, Schedule 40.

#### **PART 8 REINFORCED CONCRETE PIPE:**

- A. Contractor shall provide reinforced concrete pipes conforming to ASTM C76-79, Table III, Wall B, or latest revision.
- B. Contractor shall provide all pipes with modified tongue and groove joints, and have rubber gaskets.

#### **PART 9 - UNDERGROUND UTILITIES**

- A. The contractor is responsible for the coordination, facilitation, and scheduling of all utility conflicts. This includes verifying location of temporary or permanent utilities, relocation or adjustment of said utilities, or any other utility related actions on the project. Utilities shall include, but not be limited to: natural gas, LP gas, irrigation, fire mains, water mains, force mains, gravity sewers, water and sewer service lines, underground electrical power and control wiring, and any other infrastructure improvement designed to convey materials or information to and from a location.

Utility location services shall be procured by the contractor from a firm specializing in providing said services using ground penetrating radar, ultrasonic location, pot-holding, or

other location techniques. The contractor or his subcontractor shall repair any holes or damages resulting from location services within 24 hours.

**PART 10 – DEPARTMENT OF TRANSPORTATION PAINT SIGNAGE**

- A. All pavement markings painted directly on the pavement shall comply with the requirements in District Master Specification Section 02580, entitled "Pavement Marking".

THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT

## Supplier Information

### Solicitation 20C-46V

This form must be filled out along with the W9 Form. (Note: It is your responsibility to contact our office if any of this information should change. Any acquisition or changes in ownership are required on letterhead and a new W9 must be obtained). Purchase orders are **required** for all purchases. No school district employee is authorized to place an order for merchandise or services without a purchase order.

For questions on this form, please contact DEBRA HAMMERSCHLAG at

Phone 561-434-8229 (Email): [Debra.Hammerschlag@palmbeachschools.org](mailto:Debra.Hammerschlag@palmbeachschools.org) or Fax: 561-963-3823

**PLEASE NOTE:** [The School District of Palm Beach County DOES NOT make changes with BidSync \(our bidding provider\), you must contact BidSync @ 1-800-990-9339 to ensure your contact information is correct in order to receive any future notifications regarding advertised solicitation.](#)

### ORDER TO:

Business Name **M&M Asphalt Maintenance Inc.,dba All County Paving**

Business Name, if different than above

Street Address **1180 SW 10th Street**

City **Delray Beach** State **FL** Zip Code **33444**

Company Email Address for Electronic Purchase Orders **publicworks@allcountypaving.com**

Fax Number **561-588-2140**

Taxpayer ID Number **61-1595442**

Contact Name **Jeffrey Cohen**

Phone **5615880949** Ext.

### REMIT PAYMENT TO:

Business Name **M&M Asphalt Maintenance Inc.,dba All County Paving**

Street Address **1180 SW 10th Street**

City **Delray Beach** State **fl** Zip Code **33444**

**COMPLETED BY Jeffrey Cohen**

Title **Executive Vice President**

Date **3-17-20**

Use the attached form "**Divisions or Subsidiary Companies**" that fall under the parent company and use the same tax ID number (TIN) but they have different order to and remit to locations.

### **Supplier Information for Divisions or Subsidiary Companies**

Indicate N/A here if not applicable N/A

This part of the is used for Divisions or Subsidiary companies that fall under the parent company and use the same tax ID number (TIN) but have different order to and remit to locations, including fax numbers and email addresses for Purchase Orders, please complete the following:

Parent Company Name

**ORDER TO:**

Taxpayer ID Number

Division/Subsidiary Name

Street Address

City State Zip Code

Company Email Address for Electronic Purchase Orders **publicworks@allcountypaving.com**

Fax Number

Contact Name

Phone Ext.

**REMIT PAYMENT TO:**  Same as above

Division/Subsidiary Name

Street Address

City State Zip Code

COMPLETED BY

Title

Date

INVITATION TO BID NO.: 20C-46V – TERM CONTRACT FOR PAVING AND DRAINAGE SERVICES

DATE: April 6, 2020  
DATE SOLICITED: February 26, 2020  
PRESENTED TO BOARD: April 29, 2020

DATE OPENED: March 23, 2020  
DATE POSTED: April 6, 2020

CONTRACT PERIOD: June 22, 2020 through June 21, 2023  
DEPARTMENT: Various FUND: Various FUNCTION: Various ACCOUNT: Various  
FUNDING SOURCE: Capital Maintenance Transfer, Capital Projects including Sales Tax Referendum  
REQUESTING DEPARTMENT: Facilities Department

**FINANCIAL IMPACT**

The annual financial impact to the District's budget is not to exceed \$1,500,000. The source of funds is the Capital Maintenance Transfer, Capital Projects including Sales Tax Referendum

Items and services to be provided include Paving and Drainage Services

**AWARD RECOMMENDATION / TABULATION**

<b><u>Vendors</u></b>	<b><u>SBE Certified</u></b>
<u>Devland Site Paving and Utilities, Inc.</u>	2
<u>Saffold Paving, Inc.**</u>	2
<u>M &amp; M Asphalt Maintenance Inc., DBA All County Paving**</u>	2
<u>Mullings Engineering Services, LLC</u>	2
<u>Almazan Construction*</u>	1
<u>Wynn &amp; Sons Environmental Construction Co., Inc.</u>	2
<u>Florida Blacktop Inc.</u>	2

LEGEND:

\_\_\_\_\_ = Award

SBE CERTIFIED - (1-Vendor SBE Certified, 2-Vendor Not SBE Certified,  
3- Awarded Vendor Using SBE Subcontractor)

\*5% SBE preference for vendor applied.

\*\*Saffold Paving, Inc. and M & M Asphalt Maintenance Inc., DBA All County Paving are SBE Certified vendors however are not SDPBC Certified SBE vendors therefore they will not receive the 5% SBE preference.

**RECOMMENDATION: It is recommended that the award be made to all responsive and responsible bidders in order to meet the needs of the School District.**

Note: Original Bid document is available upon request.

**BID PROTEST**

Failure to file a protest within the time prescribed in §120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and applicable Board rules, regulations and policies. Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

**DISQUALIFYING CRIMES**

The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

**Tab Approval**

DG: *DG*  
DG

GM: *GM*  
GM

DHA: *DH*  
DH

**Signature:** *Debra Hammerschlag*  
Debra Hammerschlag (Apr 6, 2020)

**Email:** debra.hammerschlag@palmbeachschools.org

**Signature:** *Genell Mcmann*  
Genell Mcmann (Apr 6, 2020)

**Email:** genell.mcmann@palmbeachschools.org

**Signature:** *Darci Garbacz*  
Darci Garbacz (Apr 6, 2020)

**Email:** darci.garbacz@palmbeachschools.org



THE SCHOOL DISTRICT OF PALM BEACH COUNTY

Beneficial Interest and Disclosure of Ownership Affidavit

Bid No. 20C-46V Project No./ Title Paving & Drainage

Corporate Name M&M Asphalt Maintenance Inc., dba All County Paving Tax FEIN No. 61-1595442

Before me, the undersigned authority, personally appeared, Jeffrey Cohen, ("Corporate Representative") this 17th day of March, 2020, who, first being duly sworn, as required by law, subject to the penalties prescribed for perjury, deposes and says:

- 1) Corporate Representative has read the contents of this Affidavit, has actual knowledge of the facts contained herein, and states that the facts contained herein are true, correct, and complete.
2) The following is a list of every "person" (as defined in Section 1.01(3), Florida Statutes to include individuals, children firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity: (If more space is needed, attach separate sheet)

A. Persons or corporate entities owning 5% or more:

Table with 3 columns: Name, Address, Percentage. Rows include Jeffrey Cohen (50%) and Kenneth Goldberg (50%) at 1180 SW 10th St, Delray Beach, FL 33444.

B. Persons or corporate entities who hold by proxy the voting power of 5% or more: N/A

Table with 3 columns: Name, Address, Percentage. No entries.

C. Stock held for others and for whom held: N/A

Table with 3 columns: 1. Name / 2. From Whom Held, Address, Percentage. No entries.

CORPORATE REPRESENTATIVE

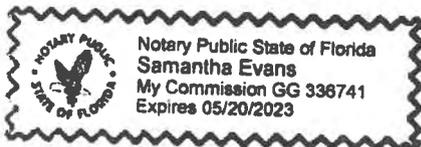
By: [Signature]

SWORN TO and subscribed before me this 17th day of March, 2020, by Jeffrey Cohen. Such person(s) (Notary Public must check applicable box).

[X] is/are personally known to me. [ ] produced a current driver license(s). [ ] produced as identification.

(NOTARY PUBLIC SEAL)

[Signature]
Notary Public
Samantha Evans
(Print, Type or Stamp Name of Notary Public)



# School District of Palm Beach County Unit Pricing 2020-2023

## 20C-46V BID SUMMARY DOCUMENT

This Bid Summary Document must be used to submit prices and must be uploaded to Demandstar. Prices submitted in any other format shall not be accepted. Vendor to complete ALL highlighted areas.

<b>VENDOR NAME:</b>	<b>M &amp; M Asphalt Maintenance, Inc. dba All County Paving</b>
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<b>GROUP 1: CLEARING</b>					
ITEM	DESCRIPTION	UNIT	ESTIMATED	UNIT PRICE	TOTAL
			QTY		
A.	Topsoil Stripping, stockpiled on-site	cy	1000	\$ 7.00	\$ 7,000.00
B.	Tree Removal (Palms - all sizes)	ea	50	\$ 1,250.00	\$ 62,500.00
C.	Tree Removal (less than 24" caliper)	ea	45	\$ 950.00	\$ 42,750.00
D.	Tree Removal (greater than 24" caliper)	ea	30	\$ 1,250.00	\$ 37,500.00
E.	Clearing and Grubbing	ac	75	\$ 7,000.00	\$ 525,000.00
<b>TOTAL COST GROUP "1" (ITEM A.-E.)</b>					<b>\$ 674,750.00</b>

<b>GROUP 2: EARTHWORK</b>					
ITEM	DESCRIPTION	UNIT	ESTIMATED	UNIT PRICE	TOTAL
			QTY		
A.	Excavation of Cut Areas to Stockpile	cy	1000	\$ 6.00	\$ 6,000.00
B.	Excavation of Cut Areas to Fill Areas	cy	2000	\$ 7.50	\$ 15,000.00
C.	Fill Material, Imported, Spread & Compacted	cy	4000	\$ 12.00	\$ 48,000.00
D.	Load and Haul Excavated Material (1-5 miles)	cy	500	\$ 12.00	\$ 6,000.00
E.	Load and Haul Excavated Material (5-10 miles)	cy	500	\$ 13.00	\$ 6,500.00
F.	Load and Haul Excavated Material (11-15 miles)	cy	200	\$ 15.00	\$ 3,000.00
G.	Load and Haul Excavated Material (16-20 miles)	cy	200	\$ 16.00	\$ 3,200.00
H.	Load and Haul Excavated Material (20-30 miles)	cy	200	\$ 20.00	\$ 4,000.00
I.	Load and Haul Excavated Material <sup>(Over</sup> 30 miles-within county)	cy	200	\$ 25.00	\$ 5,000.00
<b>TOTAL COST GROUP "2" (ITEMS A.-I.)</b>					<b>\$ 96,700.00</b>

<b>GROUP 3: PAVING (ALL WORK SHALL BE IN ACCORDANCE WITH LATEST FOOT STANDARDS)</b>					
ITEM	DESCRIPTION	UNIT	ESTIMATED	UNIT PRICE	TOTAL
			QTY		
<b>Subgrade</b>					
A.	12" Subgrade, Compacted (AASHTO T-180)	SY	1000	\$ 8.00	\$ 8,000.00
B.	12", Stabilized(LBR 40)	SY	1000	\$ 9.00	\$ 9,000.00
<b>Base Course, Primed</b>					
C.	Shellrock, 6" Compacted Thickness	SY	1000	\$ 14.00	\$ 14,000.00
D.	Shellrock, 8" Compacted Thickness	SY	1000	\$ 16.00	\$ 16,000.00
E.	Limerock, 6" Compacted Thickness	SY	1000	\$ 18.00	\$ 18,000.00
F.	Limerock 8" Compacted Thickness	SY	1000	\$ 20.00	\$ 20,000.00
G.	Crushed Concrete, 6" Compacted Thickness	SY	1000	\$ 13.00	\$ 13,000.00
H.	Crushed Concrete, 8" Compacted Thickness	SY	1000	\$ 15.00	\$ 15,000.00
I.	#57 Stone with 35% Voids (for Porous Concrete)	cy	500	\$ 40.00	\$ 20,000.00
<b>Asphalt Concrete Surface Course (New Paving-Compacted Thickness)</b>					
J.	3/4" Type S-3	sy	1000	\$ 8.25	\$ 8,250.00
K.	1" Type S-3	sy	1000	\$ 9.00	\$ 9,000.00
L.	1-1/4" Type S-3	sy	1000	\$ 9.75	\$ 9,750.00
M.	1-1/4" Type S-1	sy	1000	\$ 9.75	\$ 9,750.00
N.	1-1/2" Type S-1	SY	1000	\$ 11.45	\$ 11,450.00
O.	2" Type S-1	SY	1000	\$ 13.00	\$ 13,000.00
p.	4" Recycled Asphalt Pavement	sy	1000	\$ 9.00	\$ 9,000.00
Q.	6" Recycled Asphalt Pavement	sy	1000	\$ 11.00	\$ 11,000.00

R.	4" Asphalt Base Course (ABC 3)	SY	1000	\$	28.00	\$	28,000.00	
S.	6" Asphalt Base Course (ABC 3)	SY	1000	\$	40.00	\$	40,000.00	
T.	8" Asphalt Base Course (ABC 3)	sy	1000	\$	52.00	\$	52,000.00	
<b>Concrete Surface Course (New Paving)</b>								
U.	4" Solid Concrete (3000 psi)	sy	1000	\$	60.00	\$	60,000.00	
V.	6" Solid Concrete (3000 psi)	sy	1000	\$	70.00	\$	70,000.00	
W.	8" Solid Concrete (3000 psi)	sy	1000	\$	85.00	\$	85,000.00	
X.	4" Porous Concrete (4000 psi)	sy	1000	\$	75.00	\$	75,000.00	
Y.	6" Porous Concrete (4000 psi)	sy	1000	\$	85.00	\$	85,000.00	
Z.	8" Porous Concrete (4000 psi)	sy	1000	\$	95.00	\$	95,000.00	
AA.	Mobilization, East of Twenty-mile Bend	ea	20	\$	1,350.00	\$	27,000.00	
BB.	Mobilization, West of Twenty-mile Bend	ea	20	\$	1,950.00	\$	39,000.00	
CC.	Asphalt Removal and Disposal	cy	100	\$	165.00	\$	16,500.00	
DD.	Concrete Removal and Disposal	cy	100	\$	215.00	\$	21,500.00	
<b>Reworking Existing Base Course</b>								
EE.	Scarify Existing Base	sy	500	\$	5.00	\$	2,500.00	
FF.	Adding Base Material, Shellrock	cy	100	\$	50.00	\$	5,000.00	
GG.	Adding Base Material, Limerock	CY	100	\$	65.00	\$	6,500.00	
HH.	Finish and Compact Base Course Primed	SY	500	\$	9.00	\$	4,500.00	
<b>Milling of Existing Asphalt Pavement (Includes Disposal)</b>								
II.	1/2" Average Depth	SY	1000	\$	3.50	\$	3,500.00	
JJ.	1" Average Depth	sy	1000	\$	4.25	\$	4,250.00	
KK.	1-1/2" Average Depth	sy	1000	\$	4.75	\$	4,750.00	
<b>TOTAL COST GROUP "3" (ITEMS A.-KK.)</b>							\$	939,200.00
<b>GROUP 4: RESURFACING /Includes broom sweep/surface oreo and disoosal</b>								
ITEM	DESCRIPTION	UNIT	ESTIMATED	UNIT PRICE	TOTAL			
			QTY					
<b>Pavement Resurfacing</b>								
A.	Type II, 1" Compacted Thickness	SY	1000	\$	8.25	\$	8,250.00	
B.	Type III, 1" Compacted Thickness	SY	1000	\$	9.25	\$	9,250.00	
C.	Leveling Course	ton	100	\$	125.00	\$	12,500.00	
D.	Type S-1, 3/4" Compacted Thickness	sy	1000	\$	7.50	\$	7,500.00	
E.	Type S-1, 1" Compacted Thickness	sy	1000	\$	8.25	\$	8,250.00	
<b>TOTAL COST GROUP "4" (ITEMS A.-E.)</b>							\$	45,750.00
<b>GROUP 5: REPAIRS</b>								
ITEM	DESCRIPTION	UNIT	ESTIMATED	UNIT PRICE	TOTAL			
			QTY					
A.	Mobilization, East of Twenyv-mile Bend	ea	10	\$	1,350.00	\$	13,500.00	
B.	Mobilization, West of Twentv-mile Bend	ea	3	\$	1,950.00	\$	5,850.00	
C.	Asphalt for jobs up to and including three (3) square yards	sy	300	\$	55.00	\$	16,500.00	
D.	Asphalt for jobs greater than three (3) square yards	sy	800	\$	50.00	\$	40,000.00	
<b>TOTAL COST GROUP 5 (ITEMS A.-D.)</b>							\$	75,850.00
<b>GROUP 6: STORM DRAINS</b>								
ITEM	DESCRIPTION	UNIT	ESTIMATED	UNIT PRICE	TOTAL			
			QTY					
<b>FDOT Manholes (DEPTH MEASURED GRATE TO LOWEST INVERT. ALL MANHOLES TO INCLUDE</b>								
A.	Storm Sewer Manhole, 4' in Diameter x 4' Deep (installed)	ea	4	\$	3,400.00	\$	13,600.00	
B.	Storm Sewer Manhole, 4' in Diameter x 6' Deep (installed)	ea	4	\$	3,700.00	\$	14,800.00	
C.	Storm Sewer Manhole, 4' in Diameter x 8' Deep (installed)	ea	4	\$	3,900.00	\$	15,600.00	
D.	Storm Sewer Manhole, 6' in Diameter x 4' Deep (installed)	ea	4	\$	3,700.00	\$	14,800.00	
E.	Storm Sewer Manhole, 6' in Diameter x 6' Deep (installed)	ea	4	\$	4,100.00	\$	16,400.00	

F.	Storm Sewer Manhole, 6' in Diameter x 8' Deep (installed)	ea	4	\$ 4,800.00	\$ 19,200.00
<b>FDOT Storm Basin (DEPTH MEASURED GRATE TO LOWEST INVERT. ALL MANHOLES TO INCLUDE)</b>					
G.	Type C Catch Basin, inside dimension 2'0" x 3'1" and 4' Deep, Installed	ea	4	\$ 3,400.00	\$ 13,600.00
H.	Type D Catch Basin, inside dimension 3'1" x 4'1" and 4' Deep, Installed	ea	4	\$ 3,900.00	\$ 15,600.00
I.	Type E Catch Basin, inside dimension 3'1" x 4'1" and 4' Deep, Installed	ea	4	\$ 4,400.00	\$ 17,600.00
J.	Type C Catch Basin, inside dimension 2'0" x 3'1" and 6' Deep, Installed	ea	4	\$ 4,400.00	\$ 17,600.00
K.	Type D Catch Basin inside dimension 3'1" x 4'1" and 6' Deep, Installed	ea	4	\$ 4,400.00	\$ 17,600.00
L.	Type E Catch Basin, inside dimension 3'1" x 4'1" and 6' Deep, Installed	ea	4	\$ 4,800.00	\$ 19,200.00
M.	Type C Catch Basin, inside dimension 2'0" x 3'1" and 8' Deep, Installed	ea	4	\$ 4,800.00	\$ 19,200.00
N.	Type D Catch Basin inside dimension 3'1" x 4'1" and 8' Deep, Installed	ea	4	\$ 5,800.00	\$ 23,200.00
O.	Type E Catch Basin inside dimension 3'1" x 4'1" and 8' Deep, Installed	ea	4	\$ 5,800.00	\$ 23,200.00
<b>ADS YARD DRAINS or approved equivalent (DEPTH MEASURED GRATE TO LOWEST INVERT. ALL</b>					
P.	8" ADS Drain 4' Deep, Installed	ea	6	\$ 1,600.00	\$ 9,600.00
Q.	12" ADS Drain 4' Deep, Installed	ea	6	\$ 2,100.00	\$ 12,600.00
R.	18" ADS Drain 4' Deep, Installed	ea	6	\$ 3,100.00	\$ 18,600.00
S.	24" ADS Drain 4' Deep, Installed	ea	6	\$ 3,800.00	\$ 22,800.00
T.	36" ADS Drain 4' Deep, Installed	ea	6	\$ 5,000.00	\$ 30,000.00
U.	8" ADS Drain 6' Deep, Installed	ea	6	\$ 2,250.00	\$ 13,500.00
V.	12" ADS Drain 6' Deep, Installed	ea	6	\$ 3,000.00	\$ 18,000.00
W.	18" ADS Drain 6' Deep, Installed	ea	6	\$ 4,500.00	\$ 27,000.00
X.	24" ADS Drain 6' Deep, Installed	ea	6	\$ 5,500.00	\$ 33,000.00
Y.	36" ADS Drain 6' Deep, Installed	ea	6	\$ 6,500.00	\$ 39,000.00
<b>TOTAL COST GROUP 6 (ITEMS A.-Y.)</b>					\$ 485,300.00
<b>GROUP 7: DRAINAGE PIPES-Suooly and install in accordance to Specifications Part 6 and 7 for manufactures</b>					
ITEM	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	TOTAL
<b>Polyurethane Pipe and Fittinqs HI-Q SURE-LOK by Hancor, Inc., or acceptable ec ua l</b>					
A.	15" Polyurethane Pipe and Fittings, Installed	lf	40	\$ 35.00	\$ 1,400.00
B.	18" Polyurethane Pipe and Fittings, Installed	lf	50	\$ 45.00	\$ 2,250.00
C.	24" Polyurethane Pipe and Fittings, Installed	lf	50	\$ 65.00	\$ 3,250.00
D.	30" Polyurethane Pipe Fittings, Installed	lf	35	\$ 75.00	\$ 2,625.00
E.	36" Polyurethane Pipe and Fittings, Installed	lf	40	\$ 95.00	\$ 3,800.00
F.	ADS Rain Leader Connection	ea	45	\$ 750.00	\$ 33,750.00
<b>Storm Sewer Pipe: Polyvinyl Chloride Pipe J.M. Manufacturing Co., or acceptable equal</b>					
ITEM	DESCRIPTION	UNIT	ESTIMATED QTY	UNIT PRICE	TOTAL
G.	6" Storm Sewer Pipe: Polyvinyl Chloride Pipe, Installed	lf	40	\$ 18.00	\$ 720.00
H.	8" Storm Sewer Pipe: Polyvinyl Chloride Pipe, Installed	lf	40	\$ 22.00	\$ 880.00
	10" Storm Sewer Pipe: Polyvinyl Chloride Pipe, Installed	lf	40	\$ 33.00	\$ 1,320.00
J.	12" Storm Sewer Pipe: Polyvinyl Chloride Pipe, Installed	lf	40	\$ 35.00	\$ 1,400.00
<b>Reinforced Concrete Piao and Fittinas</b>					
K.	15" Reinforced Concrete Pipe and Fittings, Installed	lf	600	\$ 41.00	\$ 24,600.00

L.	18" Reinforced Concrete Pipe and Fittings, Installed	lf	160	\$ 53.00	\$ 8,480.00
M.	24" Reinforced Concrete Pipe and Fittings, Installed	lf	160	\$ 70.00	\$ 11,200.00
N.	30" Reinforced Concrete Pipe and Fittings, Installed	lf	80	\$ 90.00	\$ 7,200.00
O.	36" Reinforced Concrete Pipe and Fittings, Installed	lf	80	\$ 130.00	\$ 10,400.00
P.	42" Reinforced Concrete Pipe and Fittings, Installed	lf	40	\$ 160.00	\$ 6,400.00
Q.	48" Reinforced Concrete Pipe and Fittings, Installed	lf	40	\$ 180.00	\$ 7,200.00
R.	54" Reinforced Concrete Pipe and Fittings, Installed	lf	8	\$ 225.00	\$ 1,800.00
S.	60" Reinforced Concrete Pipe and Fittings, Installed	lf	8	\$ 250.00	\$ 2,000.00
T.	15" Slotted RCP with Filter Fabric, Installed	lf	40	\$ 95.00	\$ 3,800.00
U.	18" Slotted RCP with Filter Fabric, Installed	lf	40	\$ 105.00	\$ 4,200.00
V.	24" Slotted RCP with Filter Fabric, Installed	lf	40	\$ 120.00	\$ 4,800.00
W.	23" x 14" Elliptical RCP, Installed	lf	40	\$ 93.00	\$ 3,720.00
X.	30" x 19" Elliptical RCP, Installed	lf	40	\$ 100.00	\$ 4,000.00
<b>TOTAL COST GROUP 7 (ITEMS A.-X.)</b>					\$151,195.00

**GROUP 8: WATER DISTRIBUTION SYSTEMS**

ITEM	DESCRIPTION	UNIT	ESTIMATED	UNIT PRICE	TOTAL
			QTY		
A.	1" PVC (includes valves & fittings)	lf	120	\$ 20.00	\$ 2,400.00
B.	1.5" PVC (includes valves & fittings)	lf	80	\$ 22.00	\$ 1,760.00
C.	2" PVC (includes valves & fittings)	lf	110	\$ 25.00	\$ 2,750.00
D.	3" PVC (includes valves & fittings)	lf	60	\$ 30.00	\$ 1,800.00
E.	4" PVC /includes valves & fittings)	lf	100	\$ 35.00	\$ 3,500.00
F.	4" DIP CLASS 51	lf	8	\$ 125.00	\$ 1,000.00
G.	Connect To Existing Service 2" - 4"	ea	12	\$ 2,500.00	\$ 30,000.00
<b>TOTAL COST GROUP 8 (ITEMS A.-G.)</b>					\$ 43,210.00

**GROUP 9: SEWAGE COLLECTION SYSTEMS**

ITEM	DESCRIPTION	UNIT	ESTIMATED	UNIT PRICE	TOTAL
			QTY		
A.	4" Sewer Service 0'-6' Cut SDR 35	lf	85	\$ 35.00	\$ 2,975.00
B.	4" Sewer Service > 6' Cut SDR 35	lf	125	\$ 50.00	\$ 6,250.00
C.	Inside Drop Connection	ea	12	\$ 1,500.00	\$ 18,000.00
D.	Connect To Existing Sanitary Sewer	ea	14	\$ 2,000.00	\$ 28,000.00
<b>TOTAL COST GROUP 9 (ITEMS A.-D.)</b>					\$ 55,225.00

**GROUP 11: UTILITY LOCATES - Shall be paid as a direct reimbursable, upon presentation of an invoice from**

ITEM	DESCRIPTION	UNIT	ESTIMATED	UNIT PRICE	TOTAL
			QTY		
<b>Utilities Locations</b>					
A.	1/4 Acre	lump sum	1	\$ 1,500.00	\$ 1,500.00
B.	1/2 Acre	lump sum	1	\$ 2,000.00	\$ 2,000.00
C.	1 Acre	lump sum	1	\$ 3,000.00	\$ 3,000.00
<b>TOTAL COST GROUP 11 (ITEMS A.-C.)</b>					\$ 6,500.00

**GROUP 12: MISCELLANEOUS ITEMS**

ITEM	DESCRIPTION	UNIT	ESTIMATED	UNIT PRICE	TOTAL
			QTY		

A.	Sealcoat-per FOOT Road & Bridge Section 310 (Bituminous Surface Treatment)	sy	1000	\$ 1.00	\$ 1,000.00
B.	FOOT 2' Valley Gutter	lf	100	\$ 45.00	\$ 4,500.00
C.	FOOT 3' Valley Gutter	lf	100	\$ 50.00	\$ 5,000.00
D.	FOOT Type D Curb	lf	100	\$ 30.00	\$ 3,000.00
E.	FOOT Type F Curb	lf	100	\$ 50.00	\$ 5,000.00
F.	4" White StripinQ (Paint)""	lf	100	\$ 0.75	\$ 75.00
G.	6" White Striping (Paint)""	lf	100	\$ 1.00	\$ 100.00
H.	12" White Striping (Paint)**	lf	100	\$ 2.00	\$ 200.00
I.	4" White Striping (Thermoplastic)**	lf	100	\$ 2.00	\$ 200.00
J.	6" White Striping (Thermoplastic)**	lf	100	\$ 3.00	\$ 300.00
K.	12" White Striping /Thermoolastic**	lf	100	\$ 4.00	\$ 400.00
L.	4" Colored (any) Striping (Paint)**	lf	100	\$ 0.75	\$ 75.00
M.	6" Colored (any) Striping (Paint)**	lf	100	\$ 1.00	\$ 100.00
N.	4" Colored (any) Striping (Thermoplastic)**	lf	100	\$ 2.00	\$ 200.00
O.	6" Colored (any) Striping (Thermoolastic)**	lf	100	\$ 3.00	\$ 300.00
P.	New Concrete Wheel Stops, Installed	ea	10	\$ 55.00	\$ 550.00
Q.	FOOT "Stop" Sign with Post, Installed	ea	10	\$ 425.00	\$ 4,250.00
R.	FOOT "Do Not Enter" Sign with Post, Installed	ea	10	\$ 425.00	\$ 4,250.00
S.	FOOT "Slow" Sign with Post, Installed	ea	10	\$ 425.00	\$ 4,250.00
T.	FOOT "Disabled Parking/Fine" Sign with Post, Installed	ea	10	\$ 425.00	\$ 4,250.00
U.	Existing Marking - Blackout	sf	100	\$ 2.00	\$ 200.00
V.	Parking Symbol - Handicapped (Paint)**	ea	10	\$ 100.00	\$ 1,000.00
W.	Parking Symbol - Handicapped Thermoolastic)""	ea	10	\$ 600.00	\$ 6,000.00
X.	Survey Layout and Record Drawings	S¥	1000	\$ 5.75	\$ 5,750.00
Y.	Bahia Sod	sy	1000	\$ 7.00	\$ 7,000.00
Z.	Floritam Sod	S¥	1000	\$ 8.00	\$ 8,000.00
AA.	Root Barrier	lf	100	\$ 40.00	\$ 4,000.00
BB.	Vegetation Relocation (including watering)	hr	75	\$ 75.00	\$ 5,625.00
** Unit price indicated shall include temporary striping.					
<b>TOTAL COST GROUP 12 (ITEMS A.-BB.)</b>					<b>\$ 75,575.00</b>

Additional items \$ 2,649,255.00

Additional materials - cost plus percentage bid 1 ea 10%

Hourly labor rate 1 hr \$ 75.00



# VILLAGE OF NORTH PALM BEACH GENERAL EMPLOYEES RETIREMENT SYSTEM

## MINUTES: FEBRUARY 1, 2022

1. Jim Peterson called an electronic meeting of the Board to order at 9:05 AM and called roll. Those persons present included:

### TRUSTEES

Paul Wieseneck, Acting  
Chairman  
Alan Kral, Trustee  
Myrna Williams, Secretary  
Jane Lerner, Trustee

### OTHERS

Amanda Kish, Administrator (Resource Centers)  
Blake Myton, Investment Consultant (Truist)  
Bonni Jensen, Attorney (Klausner Kaufman Jensen & Levinson)

2. APPROVAL OF MINUTES

The Trustees reviewed the Minutes for November 2, 2021. The date of minutes at the header is incorrect.

- Trustee Jane Lerner moved to approve the amended Minutes November 2, 2021, Trustee Alan Kral seconded the motion and the motion passed unanimously.

3. REPORTS

Attorney: Klausner Kaufman Jensen & Levinson (Bonni Jensen)

Mrs. Jensen informed the Board Ivez Chaves who recently passed without commence his benefit. The beneficiary who is ex-wife requested his retirement benefit. The issue is that Florida has presumption that if you are divorced the beneficiary will need to be renamed the beneficiary to be eligible to collect a benefit. Mrs. Jensen stated that she has been in contact with Mrs. Chavez attorney and will keep the Board informed.

Mrs. Jensen presented the special tax notice to the Board. She briefly reviewed the form.

Mrs. Jensen requested the Village to add the pension Board to the Cyber insurance. She stated that the village suggested the plan look for their own Cyber insurance. Mrs. Kish stated that Resource Center has cyber liability coverage as do most of the service providers hired by the Board. She stated that if the Board wanted, she could provide a brief overview of the cyber liability insurance at the next meeting.

Investment Consultant: SunTrust (Blake Myton)

Mr. Myton addressed the board on the performance of the plan for the 4th quarter. He stated that the 4<sup>th</sup> quarter had great returns He continued to review the market environment and global returns.

Returns on total portfolio was 4.60% compared to the benchmark of 4.44% The fiscal year return was 12.57% compared to the benchmark of 11.60%. Total equity was 7.40% versus 7.42%. While fixed income and short term were 0.06% and 0.01% respectively. The Russell 3000 reflected 0.00% and the Bloomberg-Barclays Aggregate Bond was 0.01% The portfolio market value as of December 31, 2021, was \$21 million. This is reflective of a net gain of \$1 million due to a market rebound. Mr. Myton continued to review the portfolio and changes made.

Mr. Myton presented the revised investment policy statement. He reviewed the investment policy in detail and went through the changes made.

- Alan Kral made a motion to approve the quarterly investment report. The motion received a second from Myrna Williams, approved by the Trustees 4-0.
- Myrna Williams made a motion to approve the Investment Policy Statement. The motion received a second from Jane Lerner, approved by the Trustees 4-0.

Administrator Report: Resource Centers (Amanda Kish)

Mrs. Kish presented the benefit approvals for February 2022. The Board reviewed the benefit approval.

- Trustee Alan Kral, moved to approve warrant dated February 2022, and Trustee Myrna Williams seconded the motion and the motion passed.

4. PLAN FINANCIALS

The Board reviewed the Warrant dated February 1, 2022.

- Trustee Paul Wieseneck moved to approve warrant dated February 1, 2022, and Trustee Alan Kral seconded the motion and the motion passed.

5. OTHER BUSINESS

Mrs. Kish discussed the meeting at 8:00 AM, so that Bonni can attend. The meetings will be held at 8:30 AM.

6. PUBLIC COMMENTS

No members of the public had any comment

7. ADJOURNMENT

There being no further business and the Board having previously scheduled the next regular meeting for Tuesday, May 3, 2022 @ 9:00 AM, Paul Wieseneck made a motion to adjourn the meeting at 9:57 AM. The motion received a second from Alan Kral, approved by the Trustees 4-0.

Respectfully submitted,

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Myrna Williams, Secretary

# Village of North Palm Beach Police and Fire Pension Fund

## MINUTES OF MEETING HELD

February 8, 2022

Chairman Robert DiGloria called the meeting to order at 2:00 PM in the conference room of the North Palm Beach Village Hall located at 501 US Highway One, North Palm Beach, FL. Those persons present were:

### TRUSTEES PRESENT

Robert DiGloria, Chairman  
Erik Jensen  
Robert Coliskey

### TRUSTEES ABSENT

### OTHERS PRESENT

Amanda Kish, Resource Centers  
Bonni Jensen, Klausner Kaufman Jensen & Levine  
Steve Stack, Highland Capital  
Kerry Richardville, AndCo

### ITEMS FROM THE PUBLIC

There were no public comments.

### MINUTES

The minutes from the December 2021 had been presented for the Trustees review and approval.

**Robert Coliskey made a motion to approve the minutes dated December 2021. The motion received a second from Erik Jensen and was approved by the Trustees 3-0.**

### DISBURSEMENTS

Mrs. Kish reviewed the disbursements which had been presented in the Trustees Packets.

**Erik Jensen made a motion to approve all disbursements. The motion received a second from Robert Coliskey was approved by the Trustees 3-0.**

### HIGHLAND CAPITAL

Steve Stack of Highland Capital appeared before the Board to present the Quarterly Manger Report for the quarter ending December 31, 2021. He reported on the current market environment Growth out continued to outperformed value. He reviewed the total return summary stating the cumulative return for the quarter was 4.12% compared to the benchmark 5.63%. The asset allocation was \$19,846,979.00 for the quarter ending December 31, 2021. The fiscal return was 12.68% Mr. Stack did not recommend any changes to the portfolio and thinks that it is positioned nicely. Mr. Stack continued to review the report and an economic overview.

### ANDCO

Mrs. Richardville appeared before the Board to present the Investment Report for the quarter ending December 31, 2021. Mrs. Richardville briefly presented a letter on the behalf of AndCo. The letter outlined company growth and some slight changes in the company. The Board asset classes had positive returns. The US economy growth has slowed during the omicron variant which has a negative impact on the economy. The asset allocation increased from \$34,261,983.00 to \$36,157,028.00. Mrs. Richardville went on to review the quarterly report in detail explaining it was a positive return for the quarter which was 5.58% placing in the 5<sup>4th</sup> percentile. The fiscal year date

# Village of North Palm Beach Police and Fire Pension Fund

## MINUTES OF MEETING HELD

February 8, 2022

return was 5.58% compared to the benchmark of 5.79%. She further reported equities were up 7.48% below the policy of 8.34%, total fixed income was down at -0.17% versus the bench of 0.01%. Real Estate was up for the quarter at 8.81% versus the benchmark of 7.70%. Mrs. Richardville continued to review the individual manager performances. Mrs. Richardville stated that fiscal year performance is outstanding.

Mrs. Richardville presented the Value added Realest to the Board. She reviewed the firms within the report. The fees, experience and return of each manager was reviewed in detail. The Board discussed the presented value managers. Mrs. Richardville informed the Board that manager would be funded from Equity. The suggested having the value-added real estate managers to the May meeting.

### **ATTORNEY REPORT**

#### **Special Tax Notice:**

Mrs. Jensen presented the Special Tax Notice. She reviewed the Notice in detailing explain the revise IRS rules.

#### **Proposed Ordinance:**

Mrs. Jensen reviewed the proposed ordinance with the Board. The ordinance increases accrued benefit cap to 80% for Firefighters effective October 1, 2022. Effective October 1, 2022, the Firefighters Contribution will increase 7.5% and will continue to increase until 2024. The Ordinance will need to be presented to the Village. The Board held a discussion regarding the ordinance and questioned if the changes should be effective the date of the bargaining. Mrs. Jensen stated that she can check with Collective Bargain Associate.

**Erik Jensen made a motion to approve the Plan Attorney to discuss the benefit change with the Union Attorney. The motion received a second from Robert Coliskey was approved by the Trustees 3-0.**

**Erik Jensen made a motion to approve the remove any investment restriction from the Investment Policy Statement. The motion received a second from Robert Coliskey was approved by the Trustees 3-0.**

### **ADMINSTRATORS REPORT**

**Robert Di Gloria made a motion to adjourn the meeting at 3:34 PM. The motion received a second from Robert Coliskey and was approved by the Trustees 3-0.**

Respectfully submitted,

Robert Coliskey



THE VILLAGE OF  
**NORTH PALM BEACH**  
Village Manager's Office

*"THE BEST PLACE TO LIVE UNDER THE SUN"*

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**Environmental Committee Meeting**

**MINUTES**

**Anchorage Park**

**Monday, April 11, 2022**

**6:00 pm**

1. Call to Order: Chairperson Karen Marcus called the meeting to order at 6:01 pm.
2. Roll Call:
  - Present: Karen Marcus, Lisa Interlandi, Mary Phillips, Kendra Zellner, Ellen Allen, Shawn Woods, Camille Carroll
  - Also Present: Ken Hern, Streets & Storm Water Manager; Marc Holloway, Solid Waste Manager
3. Public Comments - Kristina Domjanov owner of Sprouty Pie/Lolly's Pantry, 797 Northlake Blvd. – striving to become a green restaurant and establish a low carbon footprint. They would like to head up an initiative to encourage Village restaurants to become green. They don't have the resources to do so and requested Village support. Committee requested Public Works deliver paper and plastics recycling bins to Sprouty Pie/Lolly's Pantry and establish weekly pick-ups.
4. The Minutes of the March 7, 2022 regular meeting were approved.
5. Presentations:
  - a. Laura Ortiz, Solid Waste Authority - where our recyclables go.
  - b. Marc Holloway, Solid Waste Manager – recycling pick-up schedule modification.
    - i. Committee recommended possibility of reverse 911 calls for recycling education.
    - ii. Committee recommended hurricane preparation education.
  - c. Mark Cassini, Community Greening – identified the goals and objectives of a tree canopy survey.
6. Projects/Program Updates/Discussion:
  - a. Anchorage Park Dry Storage - Ken Hern provided an update to the landscaping plan.

- b. Community Greening:
  - i. Grant Opportunities - still working with Ryan – targeting fall submissions.
  - ii. Current swale tree permitting process - Committee still reviewing tree and shrub types.
  - iii. Tree canopy assessment proposals – selection of provider - Committee recommended Planit GEO.
  - iv. Tree canopy assessment/master plan presentation to Council - no action until assessment is complete.
  - v. Heritage Day Tree Giveaway:
    - 1. Mark Cassini recommended shade trees, oak, mango, avocado to name a few.
    - 2. Committee recommended native over ornamental and shade trees over palm.
  - vi. April 29 Arbor Day Tree Giveaway:
    - 1. Committee mentioned that Amber has trees she can donate.
    - 2. Committee recommended the event take place at community garden.
    - 3. Proclamation was signed by former Mayor Aubrey last year.
- c. Community Garden - possible planting of tree for Arbor Day.
- d. Water Quality Initiatives:
  - i. RFQ for the Village’s Storm Water Master Plan – Hazen and Sawyer was selected by an evaluation committee and will be recommended to Council for approval on April 28.
  - ii. Lida traps - Ken Hern stated that the traps will be emptied and taken to Loggerhead Marinelife Center to be inventoried.
  - iii. Country Club golf course pond water samples - Ken Hern stated it appears that the outreach of the golf course and site has not resulted in the presence of tested parameters being present in surface water samples collected at concentrations that federal regulations require.
- e. Lakeside Berm – a plant species signage sample was shown to the committee.
- f. FPL Car Charging Stations Installation – no update.
- g. Ban on Plastics - Business Promotion:
  - i. Committee requested updates from Ed Cunningham on Environmental “Letters”, PR Articles for new business and door hanger education flyers.
  - ii. Committee recommended encouraging utilization of maze and bamboo straws.
  - iii. National restaurant chains will be more challenging to change than small local businesses.
- h. Speaker Series: Chairperson Marcus recommended Ken Hern contact SWA to present at the May 14 event @ 10AM at the Country Club.
- i. Natural Shoreline protection; code language – no update.
- j. Anchorage Park Oyster Beds - Lisa Interlandi mentioned that Florida Oceanographic Society in Stuart is promoting backyard oyster bed installations. This could be considered for the Village. She will provide details at the next meeting.
- k. Cul-de-sac Island Improvements – Ken Hern provided recommendations for committee approval.

7. Miscellaneous:

a. Kendra Zellner requested the following items be added to the May 2 agenda:

i. Village Modeling – “Practice what we preach”:

1. Village Staff and Buildings – Not using plastics and Styrofoam (Water bottles/utensils/cups)

ii. Unused Food Initiatives – Zero waste food resolution:

1. Restaurants.

2. Schools.

iii. Climate Literacy education for residents.

iv. New Construction – Green Building Plans.

v. Green Certification Standards: (this would replace the BAN ON PLASTICS agenda item)

1. Restaurants.

2. Business.

b. Committee requested consideration of using DRONES, in place of fireworks, for the July 4<sup>th</sup> celebration.

8. Next meetings: the next meeting will be on May 2, 2022 at 6:00 pm in the Anchorage Park building.

9. Adjournment: the meeting adjourned at 8:18 pm.

**Village of North Palm Beach**  
**Recreation Advisory Board Minutes**  
**April 12, 2022 at 7:00 p.m.**  
**Anchorage Park**

<b>Chairman</b>	<b>Bob Bell</b>	<b>(X)</b>	<b>Vice Chair</b>	<b>Don Grill</b>	<b>(X)</b>
<b>Member</b>	<b>Maria Cassidy</b>	<b>(X)</b>	<b>Member</b>	<b>Paul Beach</b>	<b>(X)</b>
<b>Member</b>	<b>Stephen Heiman</b>	<b>(X)</b>	<b>Member</b>	<b>Rita Budnyk</b>	<b>(X)</b>
<b>Member</b>	<b>Mia St John</b>	<b>(X)</b>	<b>Recreation</b>	<b>Stephen Poh</b>	<b>( )</b>
<b>Council Rep.</b>	<b>_Deborah Searcy__</b>	<b>(X)</b>	<b>Leisure Services</b>	<b>Zak Sherman</b>	<b>(X)</b>

**Call to Order:**

At 7PM.

**Roll Call:**

All board members present. Mayor Searcy present.

**Approval of Minutes:**

Rita: 1 correction on Bob Silvani's comment concerning survey of 11 houses. Some residents in those 11 houses objected to 2<sup>nd</sup> basketball hoop being installed; not all 11 residents.

Paul motion to approve; Stephen second. All in favor.

**Public Comment:**

Cards turned in by Mary Phillips and John Taylor.

Mary Phillips (Ebbtide): Anchorage Park docks. I walk every day in Park and I enjoy the docks, and some people leave a lot of fish guts. Day after heritage fest there was a lot of heads, guts, blood, etc. We are hoping to get signage as a reminder that people need to clean up.

John Taylor (Dory): Lakeside frequenter. Address concerns regarding past and proposed vegetation management on Lakeside Park dune. The vegetation management is a concern. Sea oats were cut to ground allowing invasives to grow. A cut back last year caused erosion. The concern is that the management is not proper. Integrity of dune is a question. Flood zone risk has gone up. Park is lowest part of our neighborhood. Impact for erosion and flood risk. Spoke to Zak about concerns. Dr. Deborah Miller Professor wildlife UF. Removal of sea oats is bad idea. Sunflower can be added behind. Propose the village speak with someone without vested monetary interest.

## Directors Report:

- **Accomplishments**
- **Ongoing projects**
- **Programs and events**

### Lakeside Park:

- Berm
  - Environmental Quality Inc. did one of their regular maintenance treatments to the berm last weekend. As part of that, and at staff request, they knocked down the Nickerbean that was there. It was getting high. The plan was to treat the top of the berm to manage growth (as part of the regular treatment plan) and improve the viewshed (for some of the local residents). Unfortunately, the crew that came out cut the Nickerbean back trimmed it too low, exposing the top of the berm (because there weren't too many sea oats there) as well as the slope. This caused concerns about new erosion problems. Per Katharine, the Nickerbean will grow back (as will the sea oats). On April 8, she and her crew came back to plant some additional vegetation on her own dime. As part of that work, they put down coconut matting and a bunch of ground cover plants. These include Dune sunflower, beach verbena, beach creeper, and Iva. Essentially, the timing of the Nickerbean trimming was a bit out of sync with the overarching plan for the Berm. In thinking about timing, it would have been better for us to wait until the work at the south walkover was completed (and the riprap in place) before doing anything that could affect the integrity of the slope. This was a learning experience for all of us.
  - Signage for the plants that Katharine previously planted at the north walkover should be in any day. Signs will list the names of the plants.
- Sea grape tree uprooted
  - Uprooted from the storm the other day.
  - Precision will dig it up and straighten it out. Stephen also spoke to him about adding more sea grapes. Precision suggested 40 of them in 3 gallon pots. This was also an Environmental Committee request.
- Sidewalk near park entrance
  - Flying Scott repaired some pieces of sidewalk near front entrance.
- Precision
  - Still waiting on Precision to trim some branches overhanging the new berm work and clean up some roots that are potential trip hazards.
- Split rail fence
  - Still waiting on fencing to arrive so we can address 3 trouble areas: plan to rearrange split rail fence so vehicles don't drive over Dr. Higgin's property to enter park; installing split rail fence at end of driveway of 706 Lakeside Circle to prevent vehicles from driving into park; and adding another portion of fence to block people from driving over bushes/wheel stop into park from the north trail entrance on Lakeside Dr. Ordering more split rail for Anchorage as well as part of same order.
- Basketball Court
  - Plans to fix or change the court on hold for now. Concrete is expensive to remove/fix! We received one quote so far to repair the concrete surface. It is a bigger job than we thought. It would cost \$45k!! to repair the concrete alone.
- New Cameras
  - Installed 4 new Verkada system cameras for the park (inside the park). These will allow remote access into the Park 24/7 and allow us to pull video on the fly. Cost was \$5,600.00. There is also a \$50.00 per

month data charge for the 5g aircard. IT plans on converting the parking lot cameras in the next budget year.

- Park Ranger
  - Golf cart is still on track to arrive in June.
  - Staff picked out 7 resumes for the open Ranger position.
  - Narrowed down to two finalists.
  - We offered the position to one gentleman who was former military police. He declined after thinking it over. We then offered to the other gentleman, a retired police officer, and are waiting to hear back.
  - Don: Why didn't he accept position?
  - Zak: may want the flexibility of retirement

### **Anchorage Park:**

- New Playground
  - Survey for new playground is live! Residents can choose from two final designs. Survey runs from April 1-18.
  - In addition to the online survey, staff put out signage at the park and library, and residents can scan a QR code to the survey.
  - Please note: In the survey, we received a few questions as to why the swing set area did not include shade or turf. The reason why is because it would have put us over budget. Our budget for the project is \$450k. Both final designs are priced in the \$430s. On Option A, for example, to add shade over the swings and additional turf would raise the price from the \$430s to \$513k- about \$80k!
  - Once playground is in, we'll most likely add some new seating.
- Current playground
  - One of the shade covers over the playground needed to be repaired. Fire came by with their bucket truck and helped!
- Dry Storage
  - Engineers are working on 90% plans. Work on a fire hydrant design will be done in house.
  - Replaced two locks that were broken. Thank you to public works for sending Nelson to help weld each lock onto its chain.
- Kayak launch area
  - Received three quotes so far. Although expensive, the Geotech option may be the best bet. The quote from the geotech company was \$2,100 for material and \$13,400 for installation. In April, we will reassess the budget and see where we stand. This may be something we reexamine for next year.
- Trail adjacent dry storage on north side
  - Some roots are sticking through pathway creating a trip hazard. Received quote. Plan to do the job asap with All County on April 14. Roots will be removed and trail fixed!
- Sidewalk near entryway
  - Flying Scott repaired stretch of sidewalk along entryway.
- New bollard
  - New bollard is in. Plan to install in middle of trail so vehicles cannot pull into park area on north side by sand volleyball courts.
- Volley ball courts
  - Added sand to north courts.
- Memorial bench

- Bench put in by playground. Plaque installed as well.
- Dog Park
  - Jupiter plumbing is working to fix fountain in big dog park. They will need to install new drain line. We also asked them to look at the drinking fountain by the tennis court. That one needs some work too. We also asked if they could add a spigot so we could connect a hose. It would have a lock on it of course so only those with a key could access it.
- Precision
  - Still waiting on Precision to take care of moss/vines on some trees and;
  - Replace 2 dead oaks, treat 2 oaks, and remove 1 dead palm.
- Carpet cleaning
  - Will be cleaned after the Easter program and every 6 months thereafter.
- Revised Waitlist form procedure
  - As part of the waitlist form, Becky ordered a “RECEIVED” stamp that includes the date and a line to sign your name, if you’re the staff member who accepts the form from the resident.
  - If Becky is out of the office and a resident comes in wanting to add themselves to the marina or dry storage lists, staff are to give them the waitlist form to fill out and then stamp it and sign their name before placing on Becky’s desk.
  - Staff can make the resident a copy of the filled out form once it is stamped so they at least leave with some form of proof that they were in.
  - When Becky gets back, she’ll fill out the “staff only” section and email the resident the final copy. She will also save the final copy in the Marina folder on the shared drive for future reference.
  - Soon, we will also be checking into waitlist software, so these procedures could change again once everything is automated. We actually found one that seems to be able to do what we’d like it to do, so we’ll test it out shortly.
  - Maria: would we be able to remind them to update info?
  - Zak: residents would have complete control
  - Bob: it looks great
  - Dr. Searcy: will all their info be public?
  - Zak: the only info we currently have public is list position and name
  - Stephen: it is public record.
  - Bob: is the site municipal specific? People’s email addresses should not be public.
  - Zak: the site is not municipal specific but looks like it may work for our needs. Plan to test it out shortly.

### **Marina:**

- ADA parking space and sidewalk project finished; precision also placed sod around sidewalk and in front of parking space. Mike’s Aluminum also installed new railing.
- Boat ramp
  - Public works finished installing all the non-slip covers on the ramps!

### **Community Center:**

- Main field
  - The fields at the Community Center will be mostly closed Monday, April 18th – Sunday, July 10th for maintenance. Signs will be posted. One or two gates will still be open for access.
- T-Mobile

- Still waiting on T-Mobile for reimbursement for damage done to fields in December. I reached out to them the other day to follow up.
- Playground
  - Still aiming for May/June construction.
  - ARC, the company doing the install, already got the permits and dropped them off at Building. Once parts are in, we'll just need to let Building know the date(s) of installation.
- Soccer
  - End-of-season party took place March 31. Staff cooked on the grill. Thanks Becky! Three members of the Lighthouse Camera club were also on hand to take photos of the event. They gave us over 1,000 photos the other day. The kids had fun playing their games and getting their trophies.
- Spring Break Camp
  - Camp was awesome!
  - Had many positive reviews.
- Spring Basketball League
  - Headed by Perseverance.
  - League to run April 4 through May 26.
  - Ages K through 9<sup>th</sup> grade.
  - \$110 Resident / \$135 Non-resident
  - IT helped us get online registration.
  - 1 practice and 1 game per week.
  - Practices/games start at 5:30 p.m.
  - Registration total: 221 (some are on waitlist)
    - Grades K-1: 40,           2 waitlisted
    - Grades 2-3: 40,         4 waitlisted
    - Grades 4-5: 40,       13 waitlisted
    - Grades 6-7: 40,       4 waitlisted
    - Grades 8-9: 39       (1 spot open)
  - Residency
    - 72 Residents
    - 148 Non-residents
  - Method
    - 64 In Person
    - 156 Online (first time ever having online registration!!)
  - Each division will have 4 teams
- Sod
  - Precision to installed new sod next to concession stand to repair damaged caused by T-Mobile crane.
- Gym floor
  - Stephen contacted a company to look at the gym floor. The floor is damaged in a few areas because of the bleachers. This is an old issue. We are waiting on a quote to repair. We are also working with them to determine whether we need to replace the bleachers. We don't want to fix it if it will just happen again. We want to do it right.
- Indoor basketball goal
  - Repaired one goal March 30.
- Precision

- Still waiting on Precision to take care of moss/vines on some trees.
- Concession stand restroom area
  - Pressure washed restroom area.
  - PW installed new lighting inside restrooms.

### **Osborne Park:**

- Basketball Court
  - Revised quotes are in to refurbish basketball court. We have a grant for \$50k. So far, the project is looking to come in for less than that. We plan to use 4 different companies to complete the work. We discussed painting a ship's wheel in the middle of the court but that would raise the price over budget considerably, so we have to pass on that for now. Project includes resodding a small area as well.
  - Stephen recently order the new goals (posts, backboards) for the courts. Once they arrive, we will take the old ones out and have the new ones installed. Then we will reasphalt, then paint, then install backboards/hoops.
- Bottle filler stations
  - Public Works installed both bottle fillers. The one by the baseball field is up and running fine. The one at the racquetball courts needs some new plumbing and electrical.
- Community Garden
  - Grand opening and ribbon cutting was March 12 at 10AM.
  - About 76 attended.
  - Haverland edged around the garden and filled with mulch prior to the opening. They also donated Muhly grass for garden club to plant.
  - Precision created a mulch pathway from 1<sup>st</sup> racquetball court to the garden (path runs between racquetball fence and batting cage fence). They finished the path prior to the grand opening as well.
  - Public works got 3 quotes for a tiki hut. The middle quote was about \$6k. We'll discuss the installation of a tiki hut at the garden during this year's budget process.
  - Rita asked about square footage.
  - Zak said he'd get the measurements. (measurements are 10X20).
- Outdoor restroom
  - Mike's Aluminum gave us a quote to replace men's and women's restroom doors. Order placed! May take 10-12 weeks to come in.
- Memorial bench
  - Bench was put in by garden. Plaque installed as well.
- Field lights
  - Replaced 2 control boxes for all field lights.
- St Clare Baseball game on April 19

### **Veterans Park:**

- Pavers
  - All repairs have been completed. Some bricks weren't flipped the right way at first and were stained. Company came back out to rectify.

### **Special Events:**

- Bus Trip:
  - Rodeo- Arcadia, FL Friday, March 11 / 60\$

- Depart 10AM and return 7:30PM
  - Cirque Du Soleil (Lake Buena Vista, FL)
    - Thursday, March 17 / \$110
    - Depart 1:30PM and return 11PM
  - Lyric Theatre
    - March 23rd bus trip to Lyric Theatre did not have enough registrations.
    - We will postpone this trip and try it again over the summer months.
    - All on the list have been notified and informed of the idea to try again over the summer.
  - NET meeting March 23 at Osborne Park
    - 29 attended! Got good feedback on undergrounding and other issues.
- **Special events**
  - Community Garden Grand Opening
    - March 12 at 10 a.m.
    - 76 attended!
  - St. Patrick's Day Bingo at the library
    - March 17 at 6:30 p.m.
    - 37 attended!
  - Community Garage Sale at Community Center
    - March 19 from 7:30 a.m. to 12:00 p.m.
    - Well attended and most vendors said they made over \$200 each in sales!
  - Heritage Day Kickoff Party Friday, April 1 @ Osborne Park
    - Friday Night Heritage Day Kickoff with a Golf Cart Parade! Friday, April 1st from 6:00 p.m. to 9:00 p.m. at Osborne Park (705 Prosperity Farms Road).
    - 50 golf carts showed up for parade!
    - 6 inflatables on the baseball field.
    - Scoop Coop ice cream.
    - Wristbands were \$5.00 all-you-can-bounce.
  - Parade and Festival Saturday April 2 at Anchorage Park
    - Live music, games, a cornhole tournament, putting competition, carnival rides, business expo, and Sons of BBQ.
    - Parade went well. St. Clares and TCS students marched in the parade.
    - Sponsors
      - Farmer's table gave \$1,000! (Stephen worked with them on that).
      - Stephen also worked to get a \$50 gift card from Stormhouse Brewing for the putting competition.
    - **Stephen: would we include golf carts for next year's parade on Saturday?**
    - **Zak: we did ask them all to come back; a few did. The reason we had golf carts Friday is because Andy wanted us to find a way to incorporate west side.**
    - **Stephen/Maria: Saturday parade was quiet.**
    - **Rita: west side neighborhood was very happy about golf cart parade.**
  - Annual **Art Show** at Library
    - Got rained out the other day due to the storm.
    - Show has been rescheduled for Wednesday, April 13 from 5:30-7:00pm
- **Upcoming Events:**
  - Books & Bites – Karen White
    - April 12, 2022

- 11:00 AM- 1:00 PM at the Country Club.
- Buffet lunch and drinks. \$40 all inclusive.
- 4<sup>th</sup> of July
  - Stephen met with Country Club staff to go over 4<sup>th</sup> of July event.
  - There will be a pool party.
  - Recreation staff will be handling fireworks, porta potties, and 2 tents.
  - Stephen will be meeting with the fireworks folks on Monday.

## Library:

- Facilities
  - A while back we removed two shelving units that did not have carpet underneath them. Both areas have been patched!
  - Unprecedented flooding struck at the Village Art Show April 6th, water pouring in the side door and creeping towards the elevator but was stopped in the nick of time. Luckily, staff had access to water pigs and soaked up much of the water. Additional water hogs and absorbent cloths have been ordered in preparation for the coming monsoon season of summer. Stephen is working with Saffold to see what they think about installing some type of drain (because the water had nowhere to go) as well as Stanley and Mike's Aluminum about the doors (we may need a new door).
  - Caulking company came out to give us a quote for redoing three of the upstairs windows where water is leaking under the windows. They will send us the quote shortly.
  - Carpets will be cleaned every April and September. Next cleaning is April 10.
- Staffing
  - Two Clerks received full time positions and will no longer be with us: Jocelyn Mclean with Delray Beach Public Library and Kya Brown with the courthouse. Both positions have been posted. One other recently resigned as well, Carol Lux.
- Summer Reading
  - Planning for summer is underway and local preschool, Faith Lutheran, has reached out to us to schedule private storytimes and come to our events.
  - Summer lunch application has been submitted and more information should be available soon. We hope to serve free lunches on Wednesday and Friday from 12:30-1:30. School staff usually bring the lunches to be served for free at the library.
- Programming
  - Crafts for Grown-ups - Seashell Wreath – March 17, 2022 at 11:00 AM
  - Two storytimes were held this week with a total 28 of children and parents.
  - Knit and Crochet met on Monday with 10 people.
  - Yoga in the Park had 13 people on Friday.
  - Great Courses Lectures had 8 members of the public attend.
  - Book Club met April 7th to discuss the book The Attic on Queen Street by Karen White
    - 13 members of the book club met and discussed the selected book over coffee and cookies.
    - The author will be present at our Books and Bites program next Tuesday at the North Palm Beach Country Club to discuss her new book The Shop on Royal Street.
  - Our newest raffle is an Easter Themed gift basket with a \$100 gift card to Farmer's Table at the North Palm Beach Country Club!
  - Using our new tablecloth, Mary, Lisa and Lynn have created an information desk with all of the sign-up lists and handouts for our adult programs. It looks awesome!
  - **Upcoming:**

- **Jack Jacobs** Music Performing – April 8, 2022 at 6:30 PM
- **Crafts for Grown-ups** – Yellow Daisy Painted Mason Jar – April 21, 2022 at 11:00 AM

**Zak:** next council meeting is 2<sup>nd</sup> reading of ordinance about onstreet parking near Lakeside Park.

**Mayor Searcy:** tightening up parameters. Won't be able to park on certain streets 24/7 unless have a pass.

## **New Business:**

- **Lakeside Park Berm work discussion**

**Bob Bell:** Lakeside berm. Concerning that the Village paid someone to do a job and there was riprap placed there because of erosion concerns. We planted sea oats to solidify Dune and it was great until invasives took over. We need to address this and we need someone to handpick, and two times now we've had them take everything out and then a bill to replant. Why don't we have experts come in to tell us what would be best. It would be good to have expert feedback about what's best for the park. Spending money isn't a long-term solution.

**Zak:** 2020 Russ and Katharine begin discussions and worked on plans to improve view shed. And then Stephen picked up the project. The project turned into a larger plan to include 450 linear feet of berm. Called for riprap at bottom. And replanting of sea oats near the bottom of the berm. And lower plants for groundcover. Since 2021, two mistakes were made. Last year invasives were cut out which caused erosion, and the next part of the plan was not in place yet to prevent erosion. The timing was off. If something gets removed, whatever is supposed to take its place needs to go in there right away. Currently, we are in the middle of a proposal for the south walk over, to duplicate what we did on the north walk over. But a crew from environmental quality went out and trimmed down the Nickerbean to the bone. If we were going to do that it should've been at the time we implemented the rest of the plan first. Sea oats should've been replanted. Katharine apologized and re-planted on her own dime.

**Bob:** We should not be removing sea oats in any case. Concern for dune and maintenance for what's been planted. Are we doing the right thing by removing Sea oats?

**Zak:** maintenance is supposed to be about hand pulling invasives and weeds. The new type of plantings going in will require a garden type of maintenance.

**Rita:** it's self-serving to have maintenance contract. We should not remove sea oats.

**Maria:** this is not the right way to go about it.

**John:** There are many resources. We don't need to hire anyone to take care of it. The plants are failing. We need to have sea oats. Riprap boulders are not right way to go. We don't need that. The only erosion problem is the one Katharine created for us. It will do its job if we allow it to be a dune. Nothing more resilient than sea oats.

**Paul:** Who are the people with a conflict?

**Bob:** people came up to me saying some people are getting a better view. Make a motion to gather information further.

**Maria:** did we receive a presentation?

**Bob:** no, we were told that the invasives would be removed.

**Rita:** Did this go before the environmental committee?

**Zak:** I believe it did. It's possible that the details weren't conveyed properly.

Mayor Searcy: it's more park visitors rather than...

Paul: I appreciate that we need to [...], but we need a professional.

Bob: we need to do what's right

Zak: we are getting input. We are asking her what we should do. Katharine is saying what we are doing will maintain the integrity of the dune.

Bob: we need a specialist to tell us that, one that's not on the end of receiving financial benefit.

Rita: contact info for Florida Department of environmental protection available online

Maria: are there plans to go forward?

Zak: A proposal for 50 linear feet on either side of the south walkover in the works. But nothing has been turned in yet.

- **New Special Events**
  - **Game Night Trivia**
  - **Cornhole Tournament**
  - **Backyard BBQ**

Trivia night May 21 in the grassy bowl area. July school of rock and a cornhole tournament. We want residents to participate in the tournaments.

Mayor Searcy: semiprofessional or amateur?

Bob: Neighborhood group, home chef's. We could get the scoring from the sanctioned tournaments. November would be a better time (for backyard BBQ).

Zak: we need something for Sept.

Bob: Will council address this? (i.e., food trucks).

Mayor Searcy: We think we could have the fire inspector inspect for the day.

Stephen: they don't want their systems taken apart.

Zak: we found a company that does it. 9 to 10 food trucks are willing to have their systems inspected, but The inspector is concerned that he could have an issue putting gas lines back together again. We have heard that Parkland was trying to enforce all these rules but gave up.

Rita: could they bring it to them?

Zak: it's really far away. There is one truck that had a gas gauge but is now out of compliance because the pressure gauge broke and they decided to have it removed.

Mia: could farmers table help us with food?

## **Old Business:**

- **New Anchorage Playground**

New Anchorage playground. 275 votes so far. 63% like option A. 29% option B. A few said either is fine. On option A, everyone loves the zip line. The choice of playground designs in the hands of residents. We want your blessing. We'd like to go to Council on April 28.

Maria: which playground does Mia like?

Mia: I prefer option A ARC

Bob: I'd like to make a motion to support the ARC Playground, which is the favorite of the public. All board members were in favor.

- **Osborne Basketball Court**

## **Member Comments:**

Don: establish date for fishing tournament Saturday, August 6, 2022.

Mia: I would suggest a camp with less field trips for younger age group. And perhaps on even younger camp for preschool age. 8 maybe too young to send to far away trips.

Mayor Searcy: agree. Spoke to residents who were uncertain about 10-year-olds.

Mia: we could charge \$300 for younger age groups.

## **Adjournment:**

Stephen: Motion to adjourn, Don second.



THE VILLAGE OF  
**NORTH PALM BEACH**  
Village Manager's Office

*"THE BEST PLACE TO LIVE UNDER THE SUN"*

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**Business Advisory Board**

**MINUTES**

**Village Hall Conference Room**

**Tuesday, April 19, 2022**  
**5:30 pm**

1. Call to Order: Village Manager Andy Lukasik called the meeting to order at 5:31 pm.
2. Roll Call:
  - Present: Nina Balgar, Marshall Gillespie, Adam Jones, Ronald Lantz, Veronica Frehm
  - Absent: Dave Talley, Nathan Kennedy
  - Also Present: Andy Lukasik, Village Manager; Susan Bickel, Councilmember
3. Public Comments: None.
4. March 10 Business Networking Event - attendance was approximately the same as the December 8, 2021 event.
5. Future Business Networking Events:
  - a. Establish and provide a regular networking event bi-monthly schedule to local businesses.
  - b. Committee will determine which owners they will invite to sponsor each event.
  - c. Venue could be Farmer's Table or at the owners' place of business.
  - d. Restaurateurs could provide a sampling of their food, short presentation and donate a gift card to encourage patronage.
  - e. The next networking event will be in September.
  - f. Committee member Veronica Frehm, Mac Arthur Beach State Park Executive Director, offered the park as the September networking event venue and suggested a restaurant provide breakfast or lunch.

6. Business Advisory Board Mission/Goals/Objectives:
  - a. Market North Palm Beach businesses utilizing a “Shop Local” campaign.
    - i. Create a local business owner online directory for inclusion on the Village website with categories such as contractor, retail, restaurant, doctor, recreation, etc.
      1. Village staff will create an online form which will populate a database.
      2. Identify business owners that live and work in North Palm Beach.
      3. QR code and/or link to the online directory will be included in the weekly eNews and in the monthly newsletter.
      4. QR code magnet could be sent to each resident.
      5. Stress that it’s a local business owner directory and not a recommendation.
      6. Village could partner with Palm Beach North Chamber of Commerce for inclusion in their directory.
    - ii. A new resident “welcome basket” could be delivered which would include the online directory QR code or QR code magnet.
  - b. Continue to survey business owners regarding their needs/means to improve.
7. Next meeting: the next meeting will be on May 17, 2022 at 5:30 pm in Village Hall.
8. Adjournment: the meeting adjourned at 6:32 pm.

**VILLAGE OF NORTH PALM BEACH**  
**VILLAGE MANAGER'S OFFICE**

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TO: Honorable Mayor and Members of the Village Council

FROM: Andrew D. Lukasik, Village Manager

DATE: May 12, 2022

SUBJECT: **RESOLUTION – Approving a Contract with Hazen and Sawyer for Stormwater Master Plan Modeling and Design Implementation Consulting Services in an amount not to exceed \$187,980.**

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Village Staff is recommending Council approval of a Contract with Hazen and Sawyer for Stormwater Master Plan Modeling and Design Implementation Consulting Services in an amount not to exceed \$187,980.

**Background:**

In 2016, the Village Council adopted the Citizens' Master Plan. The Plan was the result of a citizen engagement process and intended to guide the next era of growth and development in the Village of North Palm Beach. One of the priority projects identified by the Plan was the creation of a stormwater utility that would finance repairs and improvements, including enhancement of water quality, to the Village's stormwater system. At that time, it was recognized that the Village's aging system needed to be maintained to deliver reliable protection of property and enhance the quality of stormwater runoff into the Village's canals and the Lake Worth Lagoon.

Based upon the Citizens' Master Plan recommendation, the Village conducted an exploratory study to provide information and data related to the establishment of a stormwater fee structure to fund needed stormwater activities and improvements within the Village. Following the completion of a fee study by Hazen and Sawyer, the Village's Stormwater Utility and Stormwater Fund was established in July 2021 and the non-ad valorem Stormwater Fee was approved in September, 2021.

With the stormwater fee in place, the Village Council identified the development of a Stormwater Master Plan as a priority action item in the FY 2022 Strategic Plan. The Stormwater Master Plan will complete the necessary evaluation of the existing stormwater system to identify vulnerabilities and recommend the most economic and feasible approach to addressing the needs of the system. Specifically, the Master Plan will recommend implementation of necessary stormwater system improvements to address conveyance and water quality deficiencies as well as strategies for seal level and storm vulnerability impacts. To that end, Village staff initiated the process to select a consultant to develop the Stormwater Master Plan through the Consultants' Competitive Negotiation Act (CCNA) process.

**Request for Qualifications (RFQ) Process:**

In accordance with Section 287.055, Florida Statutes (CCNA), the Village issued an RFQ on December 21, 2021 in an effort to identify the most qualified firm to provide stormwater master plan modeling and design services to the Village. Five firms submitted their qualifications for review by the Village's Selection Committee on January 26, 2022. The Selection Committee met on March 1, 2022 to review the qualification and, as a result, invited two firms to present their qualifications to the Committee. The firms presented their qualifications to the Selection Committee on March 30, 2022 and, as a result, the Committee recommended that the Village Council authorize Village staff to begin

negotiations with Hazen and Sawyer for the completion of a Stormwater Master Plan. The Village Council, then, authorized Village staff to commence negotiations with Hazen and Sawyer during their meeting on April 14, 2022.

**Stormwater Master Plan Scope of Work:**

Generally, the scope of work for Phase I of the project will be delivered within 12 months of the notice to proceed and will include:

- Collection of existing and supplemental stormwater infrastructure data necessary to populate and complete a geographic information system (GIS) database,
- Development of a hydraulic/hydrologic model including a basin by basin analysis of existing and proposed stormwater systems,
- Development of a master plan including capital improvement project to address flooding (based upon storm and sea level rise scenarios) and water quality issues,
- Development of design standards for swale improvements and “green infrastructure”, such as bioswales, to pilot in areas throughout the Village,
- Recommended possible changes to the Stormwater Utility Fee based upon the capital improvement projects identified in the master plan,
- Public outreach and education, and
- Assistance with completion of the House Bill 53 Infrastructure Report due on June 30.

Ongoing services associated with permitting, securing funding, designing, bidding and providing construction management are included as tasks in Phase II. Costs for any such work will be negotiated at a later date.

**Funding:**

The FY 2022 Capital Improvement Plan has approximately \$500,000 allocated to complete stormwater related projects. The development of the Stormwater Master Plan will be funded through this project budget.

It should be noted that an appropriation for funding for this project is included in the upcoming State of Florida Budget. However, it is not anticipated that the Governor will finalize the budget until June. The Village will not know the status of this appropriation until the Governor finalizes the budget for the upcoming fiscal year. The appropriation, if received, will reimburse 50% of the cost of the Master Plan. The reimbursement will be made to the Village’s Stormwater Fund.

**Account Information:**

<b>Fund</b>	<b>Department</b>	<b>Account Number</b>	<b>Account Description</b>	<b>Amount</b>
Stormwater Utility Fund	Public Works	H7321-66215	Stormwater Drainage System	\$187,980

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

**Recommendation:**

**Village Staff recommends Council consideration and adoption of the attached Resolution approving a Contract with Hazen and Sawyer for Stormwater Master Plan Modeling and Design Implementation Consulting Services in an amount not to exceed \$187,980, with funds expended from Account No. H7321-66215 (Stormwater Utility Fund – Stormwater**

**Drainage System) and authorizing the Mayor and Village Clerk to execute the Contract in accordance with Village policies and procedures.**

**RESOLUTION 2022-\_\_\_\_\_**

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A CONSULTING CONTRACT WITH HAZEN AND SAWYER, P.C. FOR STORMWATER MASTER PLAN MODELING AND DESIGN IMPLEMENTATION SERVICES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 287.055, Florida Statutes (“Consultants’ Competitive Negotiation Act”) the Village issued a Request for Qualifications for Stormwater Master Plan Modeling and Design Implementation Consulting Services (“RFQ”); and

WHEREAS, the Selection Committee evaluated the qualification statements submitted in response to the RFQ and recommended Hazen and Sawyer, P.C. as the top-ranked firm; and

WHEREAS, at its April 14, 2022 meeting, the Village Council accepted the rankings of the Selection Committee, and Village Staff negotiated a Contract with the top-ranked firm; and

WHEREAS, the Village Council wishes to approve a Consulting Services Contract with Hazen and Sawyer and determines that the adoption of this Resolution is in the best interests of the residents of the Village of North Palm Beach.

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

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

Section 2. The Village Council hereby approves a Consulting Services Contract for Stormwater Master Plan Modeling and Design Implementation Services with Hazen and Sawyer, P.C., a copy of which is attached hereto and incorporated herein by reference, and authorizes the Mayor and Village Clerk to execute the Contract on behalf of the Village. The total cost shall not exceed \$187,980.00, with funds expended from Account No. H7321-66215 (Stormwater Utility Fund – Stormwater Drainage System).

Section 4. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

(Village Seal)

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
VILLAGE CLERK

## CONTRACT

This Contract is made as of the \_\_\_\_ day of \_\_\_\_\_, 2022 by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and HAZEN AND SAWYER, P.C., a foreign corporation authorized to do business in the State of Florida, hereinafter CONSULTANT, whose Federal I.D. No is 13-2904652.

WHEREAS, the VILLAGE issued a Request for Qualification (“RFQ”) pursuant to Section 287.055, Florida Statutes (“CCNA”), seeking a qualified firm to provide stormwater master plan modeling design services (“Services”) for the VILLAGE; and

WHEREAS, based on the qualification statements submitted in response to the RFQ, the VILLAGE selected CONSULTANT as the most qualified firm to provide the Services; and

WHEREAS, the VILLAGE and CONSULTANT subsequently engaged in contract negotiations, and CONSULTANT has agreed to provide the Services to the VILLAGE in accordance with the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the mutual representations and obligations herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### ARTICLE 1. SERVICES OF CONSULTANT.

CONSULTANT shall perform the Services as outlined in CONSULTANT’s Scope of Services, a copy of which is attached hereto and incorporated herein by reference. The parties shall negotiate the price and any additional terms applicable to Phase 2 upon completion of Phase 1.

### ARTICLE 2. TERM OF CONTRACT.

The term of this Contract shall commence upon the VILLAGE’s issuance of a Notice to Proceed and shall remain in effect until CONSULTANT completes all services within the Scope of Services to the satisfaction of the VILLAGE, unless otherwise terminated in accordance with Article 8. CONSULTANT shall complete Phase 1 of the Services within one (1) year of the issuance of the Notice to Proceed.

### ARTICLE 3. COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate CONSULTANT for Phase 1 of the Services in the amount of **One Hundred and Eighty-Seven Thousand Nine Hundred and Eighty Dollars and No Cents (\$187,980.00)**.

B. CONSULTANT shall invoice the VILLAGE on a monthly basis based on the Services performed. Invoices received from CONSULTANT pursuant to this Contract will be reviewed and approved by the VILLAGE’s representative, indicating that the Services have been provided and rendered in conformity with the Contract and then will be sent to the Finance Department for payment.

CONSULTANT will invoice the VILLAGE in advance for each payment period. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval.

C. Services undertaken or expenses incurred that exceeds an amount set forth in the Proposal without prior written authorization from the VILLAGE shall be the liability of CONSULTANT.

D. CONSULTANT waives consequential or incidental damages for claims, disputes or other matters in question arising out of or relating to this Contract.

E. In order for both parties herein to close their books and records, CONSULTANT will clearly state "final invoice" on CONSULTANT's final/last billing to the VILLAGE. This certifies that all Services have been properly performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONSULTANT. The VILLAGE will not be liable for any invoice from CONSULTANT submitted thirty (30) days after the provision of the Services.

#### **ARTICLE 4. INSURANCE.**

A. Prior to execution of this Contract by the VILLAGE, CONSULTANT shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this Article and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the VILLAGE'S representative. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

B. CONSULTANT shall maintain, during the life of this Contract, Commercial General Liability insurance, including Professional Liability Errors and Omissions insurance, in the amount of \$1,000,000.00 in aggregate to protect CONSULTANT.

C. The CONSULTANT shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,00.00 combined single limit for bodily injury and property damages liability to protect the CONSULTANT from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.

D. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the VILLAGE.

E. All insurance, other than Worker's Compensation, to be maintained by the CONSULTANT shall specifically include the VILLAGE OF NORTH PALM BEACH as an "**Additional Insured**".

**ARTICLE 5. PERSONNEL.**

A. CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the Services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the VILLAGE.

B. All of the Services required hereunder shall be performed by CONSULTANT or under its supervision, and all personnel engaged in performing the Services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such Services.

**ARTICLE 6. INDEMNIFICATION.**

A. To the fullest extent permitted by applicable laws and regulations, CONSULTANT shall indemnify and save harmless and defend the VILLAGE, its officials, agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action arising out of or in any way related to the services furnished by CONSULTANT pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONSULTANT and its agents, servants or employees.

B. CONSULTANT shall not be required to indemnify the VILLAGE, its officials, agents, servants and employees when the occurrence results from the acts or omissions of the VILLAGE, its officials, agents, servants and employees. The terms of this Section shall survive completion of all services, obligations and duties provided for in this Contract as well as the termination of this Agreement for any reason.

C. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONSULTANT, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

**ARTICLE 7. INDEPENDENT CONTRACTOR.**

CONSULTANT is, and shall be, in the performance of services pursuant to this Contract, an independent contractor and not an employee, agent or servant of the VILLAGE. All persons engaged in any services performed pursuant to this Contract shall at all times, and in all places, be subject to CONSULTANT's sole discretion, supervision and control, and CONSULTANT shall exercise sole control over the means and manner in which its employees perform such services.

**ARTICLE 8. TERMINATION.**

This Contract may be terminated by CONSULTANT upon ten (10) days' prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of CONSULTANT. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon ten (10) days' written notice to the CONSULTANT. Unless CONSULTANT is in breach of this Contract, CONSULTANT shall be paid for Services rendered to the VILLAGE's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, CONSULTANT shall:

- A. Stop Services on the date and to the extent specified;
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated Services;
- C. Transfer all Services in progress, completed Services, and other materials related to the terminated Services to the VILLAGE; and
- D. Continue and complete all parts of the Services that have not been terminated.

**ARTICLE 9. SUCCESSORS AND ASSIGNS.**

The VILLAGE and CONSULTANT each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the VILLAGE nor CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the VILLAGE which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the VILLAGE and CONSULTANT.

**ARTICLE 10. ACCESS AND AUDITS.**

CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the Services for at least three (3) years after completion of this Contract. The VILLAGE shall have access to such books, records, and documents as required in this ARTICLE for the purpose of inspection or audit during normal business hours, at CONSULTANT's place of business. In no circumstances will CONSULTANT be required to disclose any confidential or proprietary information regarding its products and service costs.

**ARTICLE 11. ENFORCEMENT COSTS.**

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court awarded costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

**ARTICLE 12. NOTICE.**

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the VILLAGE shall be mailed to:

Village of North Palm Beach  
Attn: Andrew D. Lukasik, Village Manager  
Village Hall  
501 U.S. Highway One  
North Palm Beach, FL 33408

and if sent to the CONSULTANT shall be mailed to:

Hazen and Sawyer, P.C.  
Attn: Robert B. Taylor, Jr., Vice President  
4000 Hollywood Boulevard, Suite 750N  
Hollywood, FL 33021

The foregoing names and addresses may be changed if such change is provided in writing to the other party.

**ARTICLE 13. ENTIRETY OF CONTRACTUAL AGREEMENT.**

The VILLAGE and CONSULTANT agree that this Contract, including all documents referenced herein, sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**ARTICLE 14. TERMINOLOGY AND CAPTIONS.**

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

**ARTICLE 15. PREPARATION.**

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

**ARTICLE 16. MATERIALITY.**

All provisions of the Contract shall be deemed material. In the event CONSULTANT fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and VILLAGE may at its option and without notice terminate this Contract.

**ARTICLE 17. EXHIBITS AND CONTRACT DOCUMENTS.**

All exhibits and other documents referred to in this Contract form an essential part of this Contract. The exhibits and other documents, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference. In the event of an express conflict between this Contract and any exhibit or other document, the terms of this Contract shall control.

**ARTICLE 18. LEGAL EFFECT.**

This Contract shall not become binding and effective until approved by the Village Council of the Village of North Palm Beach.

**ARTICLE 19. SURVIVABILITY.**

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

**ARTICLE 20. WAIVER OF SUBROGATION.**

CONSULTANT hereby waives any and all rights to Subrogation against the VILLAGE, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then CONSULTANT shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should CONSULTANT enter into such an agreement on a pre-loss basis.

**ARTICLE 21. REPRESENTATIONS/BINDING AUTHORITY.**

The persons executing this Contract represent that they have the full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

**ARTICLE 22. GOVERNING LAW, VENUE AND REMEDIES.**

A. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Contract will be held in Palm Beach County.

B. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

C. The VILLAGE and CONSULTANT **knowingly, voluntarily and intentionally waive any right they may have to a trial by jury** with respect to any litigation arising out of or in connection with this Contract.

**ARTICLE 23. INSPECTOR GENERAL**

CONSULTANT is aware that the Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Contract, and in furtherance thereof, may demand and obtain records and testimony from CONSULTANT and its subconsultants. CONSULTANT understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONSULTANT or its subconsultants to fully cooperate

with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of the Contract Documents justifying termination.

#### **ARTICLE 24. PUBLIC RECORDS.**

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (561) 841-3355; [NPBCLERK@VILLAGE-NPB.ORG](mailto:NPBCLERK@VILLAGE-NPB.ORG); OR 501 U.S. HIGHWAY ONE, NORTH PALM BEACH, FL 33408.

In performing services pursuant to this Contract, CONSULTANT shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONSULTANT shall:

1. Keep and maintain public records required by the VILLAGE to perform the service.
2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONSULTANT does not transfer the records to the VILLAGE.
4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONSULTANT or keep and maintain public records required by the VILLAGE to perform the services. If CONSULTANT transfers all public records to the VILLAGE upon completion of the Contract, CONSULTANT shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONSULTANT keeps and maintains public records upon completion of the Contract, CONSULTANT shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

#### **ARTICLE 25. E-VERIFY**

CONSULTANT warrants and represents that CONSULTANT and all subconsultants are in compliance with Section 448.095, Florida Statutes, as may be amended. CONSULTANT has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each subconsultant stating that the subconsultant does not employ, contract with or subcontract with unauthorized aliens. If the VILLAGE has a good faith belief that CONSULTANT has

knowingly violated Section 448.09(1), Florida Statutes, the VILLAGE shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the VILLAGE has a good faith belief that a subconsultant has knowingly violated Section 448.09(1), Florida Statutes, but CONSULTANT has otherwise complied, it shall notify CONSULTANT, and CONSULTANT shall immediately terminate its contract with the subconsultant.

IN WITNESS WHEREOF, the VILLAGE and CONSULTANT hereto have made and executed this Contract as of the day and year first above written.

**CONSULTANT:**

**HAZEN AND SAWYER, P.C.**

BY: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**VILLAGE OF NORTH PALM BEACH**

BY: \_\_\_\_\_

DEBORAH SEARCY  
MAYOR

ATTEST:

BY: \_\_\_\_\_

JESSICA GREEN  
VILLAGE CLERK

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

BY: \_\_\_\_\_

VILLAGE ATTORNEY

## **VILLAGE OF NORTH PALM BEACH**

### **Stormwater Master Plan Modeling and Design Implementation Engineering Consulting Services**

#### **PROJECT BACKGROUND**

The Village of North Palm Beach is proceeding with a Village-wide program to improve stormwater management (both flood protection and water quality). To support this endeavor, the Village has adopted a Stormwater Utility Assessment program to provide stable and dedicated funding for the purposes of reliable and regulatory compliant stormwater management. To that end, the new funding program will support comprehensive stormwater data collection, modeling, master planning, and capital investment. As such, the scope of services below provides for:

- Data collection of stormwater infrastructure attributes needed to populate and complete an existing geographic information system (GIS) database, as well as modification of database schema and assistance with migration of data.
- The development and implementation of a hydraulic/hydrologic stormwater model of the VILLAGE. The model shall consist of a comprehensive basin by basin analysis of the existing and proposed stormwater systems, and how they react to different boundary conditions, including future projected climatological conditions. Based on the model results, develop a master plan consisting of capital improvement projects (CIP) to address rainfall and tidal-driven flooding, as well as environmental and water quality issues (as noted below).
- Provide permitting coordination with primary regulatory agencies relative to the approach, methods and results associated with the aforementioned model in order to expedite permitting of capital improvement projects associated with the program.
- Update and/or develop new standard details and specifications for use in both proposed capital improvement projects associated with the program, as well as other future projects.
- Assist the VILLAGE in researching, identifying and prioritizing Funding Options/Opportunities and preparing grant applications for activities/projects associated with the program.
- Develop a stormwater program component specifically targeted at environmental protection and water quality improvement. This will include programmatic best management practices (BMPs) as well as constructed features to help achieve these goals.

## **SPECIFIC SCOPE OF SERVICES**

The Scope of Services to be provided by CONSULTANT shall be as follows:

### **PHASE 1**

#### **Task No. 1 – Stormwater Inventory/Data Collection**

The data collection and mapping portion of this project will be performed for the purpose of providing detailed information about the land surface characteristics, the hydrographic features and the stormwater infrastructure throughout the Village. This information will be used to update current data sets and to model the existing surface and stormwater management system.

This task will include the collection of data associated with Village owned stormwater structures; verifying, updating and/or adding horizontal and vertical (x-y-z) positions and structure/pipe data (rim, invert, pipe size, material, direction) to existing structures in the Village GIS and other missing structures (to be added as identified in the field). Stormwater structures/pipes including, but not limited to: manholes, catch basins, junction boxes, culverts headwalls and pipe ends will be collected as needed for modeling purposes.

To model existing stormwater flow and perform basin delineation, consistent and accurate ground elevation data across the entire Village will be obtained in the form of the latest (existing) aerial LiDAR for the region.

#### **1.1 Aerial Photogrammetry and LiDAR Acquisition, Processing, and Extraction**

- Feature extraction and ground surface models including a Digital Terrain Model (DTM) and a Digital Elevation Model (DEM) will be sourced from the approved LiDAR dataset for the Stormwater modeling in Task 5.
- Feature extraction from the AerialLiDAR will include horizontal and vertical positions of features and structures that are visible in the dataset. This will save field time and maintain a consistent level of accuracy. Those features that aren't visible will be collected by traditional survey methods in the field as part of the field data collection process.

Aerial photography will be obtained from the Palm Beach County Property Appraiser (PBCPA) office.

#### **1.2 Field Data Collection**

Field data collection will start after the initial meeting between the Village and CONSULTANT to determine the ArcGIS Geodatabase schema and extent of attributes to collect. The CONSULTANT will perform surface field reconnaissance in areas adjacent to known/existing Village owned storm drainage networks and other portions of right-of-way likely to include storm drainage infrastructure. While performing this investigation, CONSULTANT will develop an inventory of areas served by swale drainage, with a general description of condition (supported with photo documentation). This will be used to support development of an ongoing swale rehabilitation program to correct overgrown swales' impedance of runoff from

roadways/driveways and improve water quality treatment.

CONSULTANT will develop a conceptual model network, as detailed in Task 5, to identify a network of critical assets for field data collection and/or verification. The network may consist of existing drainage system assets already in the Village's GIS. For budgeting purpose, an allowance (\$10,000) has been established for collection of survey data associated with previously unidentified structures (not currently in the GIS) and/or structures requiring confirmation of asset data. If additional survey data collection (beyond the allowance) is required a new Task Order or Task Order Amendment would be required. Additionally, an allowance (\$10,000) has been established for collection of geotechnical data to support planning efforts. These investigations are anticipated to consist of Exfiltration Tests and SPT Borings.

As needed to supplement the existing GIS, CONSULTANT will conduct field visits to structures within Village's public right-of-way and collect information pertaining to their location, and dimension for inclusion in the GIS database. The inventory shall also include the limits of physical drainage assets, retention/detention areas, canals, creeks, ponds and lakes to support the modeling effort described in Task 5. Digital photographs of visited structures and waterbodies shall be taken at the time of the field visit. Condition assessment is not included and could be performed under a separate Task Order.

Data collection will focus on the following attributes:

- Structure type (manhole, junction, inlet, control structure):
  - Invert elevation(s)
  - Bottom of structure
  - Pollution retardant baffles (PRBs) presence
  - (If present) weir elevation and geometry
  - (If present) bleeder elevation and geometry
- Pipes:
  - Length of pipe based on distance between found structures if connected, if not connected based on plans from Village.
  - Diameter (inches)
  - Length of Exfiltration Trenches (Based on Plans or other information from Village)
  - Material (RCP, CMP, HDPE, Other) if visible in field, otherwise it will be based on plans from Village or other methods to determine material.
  - Pipe Liner Present – If visible in field, otherwise it will be based on plans from Village or other methods to determine material.
  - One-way flow valve present - If visible in field, otherwise it will be based on plans from Village or other methods to determine.
- Culvert crossings:
  - Upstream/Downstream Invert elevations

- Material (CMP, RCP).
- Type (Circular, Elliptical, H. Ellipse, Rectangular)
- Diameter (inches)
- Single barrel vs. multiple
- Headwalls and Seawalls:
  - Headwall treatment (Square Edge, Projecting Outlet, Mitered Slope)
  - Headwall Material (Concrete, Rip Rap)
  - Seawall Construction Material (boulder and rock, sheet piles, cast concrete, rip rap) and approximate top of seawall elevation will be derived from existing plans or LiDAR
- Swale and Retention/Detention Area Cross-sections: Swale and Retention/Detention areas located within the public right-of-way or otherwise on publicly owned lands shall be obtained from LiDAR data obtained as part of this project.

### **1.3 Additional Data**

The CONSULTANT will collect, through various means, additional soft data needed for the development of the hydrologic/hydraulic stormwater model outlined in Task 5 of this Task Order, and compiled as identified in the Geodatabase, as described in Task 2. The additional data may include the following:

- Water surface elevations determined by LiDAR, and groundwater elevations determined from well reports.
- Tidal and historical sea-level rise data.
- Predicted sea-level rise and precipitation data per the Southeast Florida Regional Climate Change Compact and South Florida Water Management District.
- Canal flow rates from SFWMD (DBHydro).
- Comprehensive GIS throughout VILLAGE limits including contours from LiDAR ground surface, soil types, existing land use, future land use, flood zones, etc.
- Roadway elevations at crossing of arterial and collector roadways will be determined from LiDAR.
- Crest lengths for roadway (weir) crossings will be determined from LiDAR.
- Critical flooding elevations (i.e., finished floor elevations for residences, evacuation routes, etc.) to be determined by Flood Certificates.
- Limited geotechnical testing/percolation tests. Research existing SFWMD permits for existing percolation test data.

Data acquired from other agencies and organizations may be used in order to aid and streamline collection effort, pending independent field validation by the CONSULTANT. Pertinent

stormwater data may be collected from the following potential agencies and/or organizations:

- Village of North Palm Beach and surrounding municipalities
- Palm Beach County
- South Florida Water Management District (SFWMD)
- Florida Department of Transportation (FDOT)
- Florida Department of Environmental Protection (FDEP)
- Southeast Florida Regional Climate Change Compact
- U.S. Army Corps of Engineers (USACOE)
- Federal Emergency Management Agency (FEMA)
- Natural Resource Conservation Service (NRCS)
- National Oceanic and Atmospheric Administration (NOAA)
- South Florida Regional Planning Council
- United States Geologic Survey (USGS)
- U.S. Fish and Wildlife Service (USFWS)
- Florida Fish and Wildlife Conservation Commission (FWC)

Information from additional agencies may be used in the data collection process and model development. Examples of the data types include but are not necessarily limited to:

- Design Plan Documents
- Comprehensive Plan Documents
- Local, State or Federal rules, regulations, ordinances and laws
- Engineering reports, basin studies or other pertinent documents
- Existing and future land use and zoning information (including DRI's, PUD's, EIS's, EA's major subdivision plans)
- Construction plans (e.g., design or as-built) for development
- FDOT Design plans and as-builts.
- County/municipality roadway construction plans and survey information
- Most recent NRCS soil survey data
- SFWMD DBHYDRO Database
- Stream flow/elevation and lake level data
- Historic rainfall, evaporation and evapotranspiration data and analysis
- Historic, measured flood levels or flows
- Aquifer recharge and potentiometric data
- Seasonal high water level determinations

- Tidal information
- FIRM's and Flood Insurance Study Reports

**Deliverables:**

- Autodesk Civil 3D drawing file format with DTM/DEM surfaces already built in.
- Two foot grid ground surface point files in xyz format
- Database of the Village's stormwater infrastructure attributes in ArcGIS geodatabase format

**Task No. 2 – Integration of Data in Village's GIS**

Creating an extensible and scalable stormwater geodatabase for the Village will require careful consideration with respect to its expected use and purpose for the foreseeable future. The following sub-tasks present a work flow to be undertaken in order to create a functional and sustainable geodatabase.

**2.1 Task Kickoff Meeting and Gap Analysis**

The Village will share its current geodatabase schema, data dictionary, and data with the CONSULTANT. After an initial review of these, CONSULTANT will facilitate a task kickoff meeting with appropriate Village staff to discuss at a minimum the following:

- Existing datasets
- Data needs under this project
- Geodatabase and data preferences
- Existing geodatabase examples
- Stormwater inventory precision and needs (i.e. QC Process)
- Plans for perpetual maintenance of the delivered geodatabase
- Workflows for data use and maintenance
- End-User Concerns

CONSULTANT will assess the datasets collected from the Village and perform a brief gap analysis to determine the areas requiring intervention and/or structures to accommodate new data in the geodatabase. This gap analysis will be based on the CONSULTANT's understanding the Village's requirements and expectations from the new geodatabase and the state of the existing geodatabase.

CONSULTANT will present the gap analysis to the Village for review and the Village will provide its comments to the CONSULTANT. CONSULTANT shall incorporate VILLAGE's comments and finalize the gap analysis technical memorandum.

This gap analysis technical memorandum will serve as a key document in designing the new geodatabase.

**Deliverables:**

- Meeting Minutes
- List of data received from the Village
- Technical memorandum: Gap analysis (draft and final)

**2.2 Geodatabase Design**

CONSULTANT will develop an initial stormwater geodatabase schema, associated data dictionary and data management plan. The CONSULTANT shall keep the VILLAGE staff apprised of the development and ensure participation of key VILLAGE staff in the design process.

The geodatabase may include (or provide for future addition of):

- Spatial feature class definitions for types of stormwater assets
- Attribute and data type definitions
- Time series data structure definitions (e.g. inspections, condition assessments, etc.)
- Consequence of failure and risk analysis data structure definitions
- Asset level graphical (photos, videos) and non-graphical (documents) data association

CONSULTANT shall consider recommendations and changes to the initial schema (i.e. existing GIS geodatabase) and incorporate these changes in the final geodatabase design. This geodatabase shall eventually serve as the repository for all data collection activities in Task 1, including addition of new assets, updating spatial and non-spatial attributes of existing assets, and associated graphical and non-graphical data.

**Deliverables:**

- Initial geodatabase schema
- Working data dictionary
- Working stormwater geodatabase
- Technical Memorandum: Data dictionary

**2.3 Integration of the New Geodatabase in VILLAGE's ArcGIS**

CONSULTANT shall integrate the new stormwater geodatabase within VILLAGE's working environment.

CONSULTANT will assist in migration of the new database to VILLAGE's environment and perform required tests to ensure it is working. The implementation will ensure access to the geodatabase by multiple users simultaneously within reasonable performance standards.

**Deliverables:**

- Comprehensive stormwater geodatabase

## **2.4 Training**

CONSULTANT shall train VILLAGE staff to edit data, create GIS queries on data, model and analyze geospatial relationships and create and display maps. CONSULTANT shall train VILLAGE staff to transition AutoCAD dwg-files into ESRI ArcGIS format, based in the Florida State Plane Coordinate system. CONSULTANT shall also assist the VILLAGE in procuring all software and hardware that may be necessary to run and access the GIS database, and aid collection and integration of new infrastructure attributes.

### **Deliverables:**

- Notes/documentation associated with training sessions

### **Task No. 3 - Identify Water Quality and Regulatory Compliance Requirements**

The CONSULTANT will coordinate with SFWMD, FDEP, and Palm Beach County to identify any existing or anticipated water quality and/or storm/surface water regulatory requirements that might affect the VILLAGE. These requirements will be identified, along with the expected time frame and costs for actions necessary to address them.

Consultant will recommend policies and regulations to reduce pollutants at the source (such as sediment and erosion control and proper fertilizer use/application).

Consultant will identify existing drainage systems which lack (or have limited) water quality treatment components. These systems will be prioritized for water quality retrofit, and a suite of water quality BMPs will be developed for possible application. Included will be a standard swale profile, which can be locally adapted throughout the Village for the provision of drainage and water quality treatment, as well as certain green infrastructure details and specifications which can be used for piloting functionality on both Village projects and private development projects within the Village.

Costs associated with such measures can be incorporated into the dashboard developed in Tasks 8 and 9.

### **Deliverables:**

- Database of the existing or anticipated water quality and/or storm/surface water regulatory requirements that may affect the VILLAGE.
- A prioritized list of storm drainage systems for water quality retrofit, and suite of potentially suitable BMP's for said retrofits.

### **Task No. 4 – House Bill (HB) 53 Reporting**

Consultant will utilize information previously provided by the Village, relative to stormwater related services provided historically and planned stormwater management activities, to complete the required reporting associated with HB 53. CONSULTANT will also meet with VILLAGE staff in

order to obtain information needed for the June 30, 2022 submittal. CONSULTANT will complete the required reporting, in line with the provided FDEP template and provide a draft to the VILLAGE for review. VILLAGE comments will be incorporated as appropriate and the report submitted prior to the required deadline.

**Deliverables:**

- Completed Stormwater Template for submittal to FDEP.
- Completion Milestone – June 30, 2022

**Task No. 5 – Modeling Services**

The CONSULTANT will develop and implement a hydrologic/hydraulic (water quantity) stormwater model representing the VILLAGE using the latest Streamline Technologies ICPR 4 software. The model will utilize the data collected in Task No. 1 of this Agreement. The CONSULTANT will perform a comprehensive basin by basin analysis of the existing and proposed stormwater systems, and how they react to different boundary conditions, including future projected climatological conditions and sea level rise.

**5.1 Modeling Services Kickoff Meeting**

The CONSULTANT will prepare for and participate in a modeling services kick-off meeting with the VILLAGE staff. It is anticipated that the CONSULTANT and the VILLAGE will review the following:

- Sources of existing modeling information for review and possible use;
- Coordination strategy with Palm Beach County, SFWMD, and other stakeholders;
- Modeling standards and protocols that may be utilized;
- Potential, future boundary and climatological conditions;
- Proposed flood protection level of service (LOS) goals.

**Deliverables:**

- Modeling Services Kickoff Meeting Minutes

**5.2 Review Literature and Inventory Existing Stormwater Studies**

The CONSULTANT will obtain and review reports, data, and models (if available) associated with existing/prior studies relevant to developing the stormwater model for the VILLAGE. The CONSULTANT will coordinate with the VILLAGE, Palm Beach County, SFWMD, and neighboring communities to collect available stormwater studies. The results of the literature and studies review will be summarized and included in a technical memorandum (which will become a final report chapter).

Additionally, the CONSULTANT will review areas of known flooding with the VILLAGE. This includes locations of reported or known flooding as identified by the VILLAGE or FEMA (Repetitive

Loss Properties). These flooding areas of concern will inform the stormwater modeling in subsequent sub-tasks to identify the likely cause(s) and potential solution(s) to improve the flood protection LOS for these areas.

**Deliverables:**

- Stormwater Studies Review Summary Memorandum; and
- Flooding areas of concern database/GIS layer.

**5.3 Model Approach and Standards**

The CONSULTANT will develop a stormwater modeling approach and standards, making use of applicable findings from previous studies and analyses. The CONSULTANT will prepare a technical memorandum (which will become a final report chapter) describing model objectives, assumptions, proposed data sources, relevant data to establish boundary conditions, spatial level-of-detail (including extent of the drainage system represented in the model network), and the temporal level-of-detail. The memorandum will define the modeling standards and processes to be employed by the CONSULTANT, methods and standardized lookup table values to be used and quality control procedures. The model approach will identify gaps in the existing data and make recommendations for filling such data gaps (via appropriate assumptions). The approach will include subdivision of the VILLAGE into multiple drainage basins delineated by natural and manmade features/conditions.

**Deliverables:**

- Conceptual Modeling Approach and Standards Memorandum

**5.4 Stormwater Quantity Model Development**

Hydrologic Parameterization

The CONSULTANT will develop hydrologic model input parameters consistent with the modeling approach and standards presented in Sub-task 5.3. The hydrologic model component will delineate hydrographic features within the VILLAGE, including but not restricted to: topographic ridge lines, hydraulic control points, storage areas, and contributing offsite watershed basins that may affect the hydrological conditions. The watershed/drainage basins will be sub-divided based on the different land uses and depth to water table to the extent practical, with their own runoff parameters, directly connected impervious areas (DCIA) and times of concentration (TC). In addition, the model will incorporate groundwater interaction, flows from offsite (e.g. SFWMD) canals, and other factors contributing to the basin hydrology.

Data collected under Task 1 that supports hydrologic parametrization, such as land use (existing and proposed) or soils, will be updated by the CONSULTANT to reflect current conditions. Any hydrologic inputs from other studies identified under Sub-task 5.2, which will be integrated into the current modeling effort, will be converted to ICPRv4 accordingly.

The Digital Elevation Model (DEM) will be refined using the topographic information acquired during Task 1. Any changes to the topographic information will be annotated in the metadata.

The level of detail in developing the hydrologic representation of the VILLAGE's watersheds/basins will be commensurate with the ability to provide planning level assessments of deficiencies of the VILLAGE's infrastructure, and therefore suitable for examining solutions to support LOS goals. CONSULTANT will use its professional judgment in determining basin sizing, storage representation, and modeling schematic detail, to perform alternative analyses.

#### Hydraulic Parametrization

The CONSULTANT will develop hydraulic model input parameters consistent with the modeling approach and standards presented in Sub-task 5.3 utilizing data collected under Task 1 and Sub-task 5.2. Any hydraulic inputs from other studies identified under Sub-task 5.2, which will be integrated into the current modeling effort, will be converted to ICPRv4 accordingly. The hydraulic model component will consist of a detailed node and link dataset that closely mimics the existing VILLAGE infrastructure and physical boundaries in different watersheds/basins. Warning elevations will be identified and entered into node data to identify critical flooding areas such as roadways or building structures and used to evaluate the drainage system LOS. Links will subsequently be created to connect successive nodes in series. Link data will be entered for drainage structures as well as cross sections based upon the collected data.

The level of detail in developing the hydraulic representation of the VILLAGE's watersheds/basins will be commensurate with the ability to provide planning level assessments of deficiencies of the VILLAGE's infrastructure, and therefore suitable for examining solutions to support LOS goals. CONSULTANT will use its professional judgment in determining minimum conveyances to model, and extent of system modeling beyond the VILLAGE right-of-way necessary to provide an understanding of the movement of runoff from VILLAGE right-of-way (via outfalls) to receiving waterbodies. Modeling of Intracoastal Waterway and other navigable Village waterways will not be hydraulically modeled (rather established as boundary conditions). Likewise, bridges occurring within these water bodies will not be modeled.

#### Stormwater Model Development

The CONSULTANT will develop a preliminary stormwater model using ICPRv4 representing the current stormwater infrastructure conditions and provide results for VILLAGE review.

Model results will be checked by the CONSULTANT for continuity and stability concerns. Nodes or links within the model that exhibit anomalous behavior in stage or flow (i.e. oscillations, divergence, etc.) will be identified and addressed wherever possible (including those that affect peak conditions).

#### Design Storm and Future Conditions Simulations

The CONSULTANT will perform five (5) design storm model simulations based on the SFWMD rainfall distributions for the 5-year 24-hour, 10-year 24-hour, 25-year 24- and 72-hour, and 100-year 72-hour storm frequency events. For each of these critical storm event simulations, peak stages for each return frequency and duration will be compared to warning stages identified for each node. All nodes which experience flooding conditions will be identified showing the maximum height reached above the warning stage and the duration and extent of flooding for each of the critical design storms.

The CONSULTANT will perform approximately 25 simulations representing current conditions and two (2) future land use/time scenarios, and two (2) climatological and sea level rise scenarios per Compact data.

### **5.5 Level of Service Analysis**

Once the stormwater modeling analyses are complete, the CONSULTANT will perform the LOS analysis to summarize potential flooding impacts throughout the VILLAGE. One of the goals of the LOS analysis is to assign a flooding LOS at the sub-basin scale. The LOS will be developed based on the results of the stormwater model, LOS goals established by the VILLAGE under Sub-task 5.1, and how those results translate to flood vulnerability. Both roadway and structural flooding LOS will be established and analyzed according to a methodology mutually acceptable to the CONSULTANT and the VILLAGE. The LOS documentation will include an estimate of the number of structures, by type (e.g. emergency/essential, habitable, commercial/industrial) within floodplain areas by review of building footprint, property appraiser, and VILLAGE GIS data.

#### **Deliverables:**

- A Floodplain Level of Service Technical Memorandum documenting the methods used to develop the LOS units and designations;
- GIS feature class identifying the LOS units and their designation; and
- A table summarizing for each LOS unit the designation and a description of the magnitude and type of flooding that is occurring (e.g. number of structures inundated, linear feet of flooded roadway, etc.) within each watershed/basin.

### **5.6 Model Results Workshop**

One (1) model results workshop will be held with VILLAGE staff to discuss system capacity deficiencies and results of the LOS analysis. Additionally, at this meeting the CONSULTANT and the VILLAGE will:

- Determine if future scenario boundary conditions and/or the flood protection LOS goals should be revised for up to three selected categories (e.g. critical structures, local roadways, evacuation routes, etc.).
- Identify areas that may warrant additional analysis and/or detail to be completed under a separate task order (e.g. Private stormwater system contributing to flooding within the VILLAGE's right-of-way); and
- Establish the proposed criteria, criteria relative weights, and performance metrics for alternatives analysis.

Additionally, The CONSULTANT will participate with the VILLAGE in up to two (2) meetings with stakeholder groups (such as Palm Beach County, FDOT, SFWMD etc.) that have stormwater infrastructure contributing to LOS deficiencies within the VILLAGE. At this meeting, the CONSULTANT will present the modeling and LOS analysis results and facilitate a discussion of potential alternatives that may be implemented by the stakeholder(s) to address flooding.

**Deliverables:**

- Workshop meeting minutes
- Stakeholder group meeting minutes.

**5.7 Solutions Evaluation**

The CONSULTANT will facilitate an analysis of alternative/potential solutions within the VILLAGE. The CONSULTANT will use and modify the stormwater model to evaluate projects and programs based on discussions during the Model Results Workshop completed under Sub-task 5.6. Alternatives will address issues necessary to develop comprehensive and resilient stormwater design solutions to identified problem areas. A conservative future land use and Sea Level Rise scenario will be used to evaluate solutions' utility in possible future conditions. Up to three overall improvement alternatives will be developed. Evaluation of additional alternatives will require a supplemental task order. Wherever possible, the design solutions will focus on the following:

- Attainable roadway LOS.
- Prioritization of non-transportation related flooding.
- Minimizing flooding during high tide events and under future sea level rise conditions.
- Limiting 25-year, 24-hour storm event flooding to roadways and yards.
- Preventing 100-year storm event peak stage from breaching existing finished floor elevations.
- Accommodating future growth/development in the VILLAGE.

For each alternative the analysis will include the following:

- Evaluate the effectiveness in alleviating flooding LOS deficiencies.
- Prepare concept-level cost estimate for each alternative.
- Prepare alternative concept plan illustrations.
- The Alternatives Analysis/Solutions Evaluation will be presented to the VILLAGE at a progress meeting.

**Deliverables:**

- An Alternatives Analysis/Solutions Evaluation technical memorandum documenting the methods used and results of the analysis
- Progress meeting minutes

**5.8 Model Training and Implementation**

The CONSULTANT will perform a requirements analysis for the VILLAGE to identify necessary software and hardware to run and maintain the stormwater model. A requirements analysis will review the VILLAGE's current hardware and software capabilities compared with the needs to

update, execute, and utilize the stormwater model and make recommendations to the VILLAGE to address the gap, which may be included in a subsequent task order.

The CONSULTANT will provide a copy of the model to VILLAGE staff, unrestricted by copyright or any other legal bindings. Along with the model, all supporting spreadsheets and calculations used to establish model parameters shall be produced in both electronic format and hard copies.

The CONSULTANT will conduct a one-day training workshop at the Village's offices to train VILLAGE staff on the stormwater model to reach an adequate level of proficiency and be able to independently update, execute and analyze model results.

**Deliverables:**

- Hardware and software requirements analysis;
- Electronic copy of the VILLAGE model;
- One (1) HD containing the model input and output data and supporting spreadsheets and calculations;
- One (1) training workshop for VILLAGE staff.

**Task No. 6 – Develop Capital Improvement Program (CIP)**

Based on the system modeling, LOS analysis, and solutions evaluation, CONSULTANT will develop a prioritized CIP, organized to mitigate flooding and water quality issues in sequence based on factors such as; overall benefit to system LOS, relief to most flood-impacted areas, precedence required for system effectiveness, obligation to meet regulatory/water quality requirements. CONSULTANT will prepare a draft CIP for VILLAGE review and comment.

CONSULTANT will participate in a workshop with VILLAGE staff to finalize CIP. CONSULTANT will prepare finalized CIP and submit to VILLAGE in the form of a Stormwater Master Plan Report Chapter and Microsoft Power BI dashboard.

**Deliverables:**

- Draft and finalized CIP Chapter and Microsoft Power BI dashboard
- Workshop minutes

**Task No. 7 - Evaluate Impacts of CIP on Stormwater Utility Rates**

CONSULTANT will coordinate with VILLAGE regarding historical and expected Stormwater Utility (Assessment) revenues and other sources of stormwater program funding. Using this data in conjunction with the CIP dashboard developed in Task 6, CONSULTANT will work together with VILLAGE to plan CIP implementation horizon, including the potential impacts different implementation timeframes may have on Stormwater Utility (Assessment) Rates. The dashboard will be flexible to evaluate various financial scenarios going forward.

**Deliverables:**

- Draft and final Microsoft Power BI dashboard

**Task No. 8 – Final Master Plan Report**

CONSULTANT will prepare a draft final report comprised of the various technical memoranda and additional sections related to the approach, model, results, and proposed recommendations arising from the study. The Final Master Plan will also include a Dashboard for the VILLAGE's ongoing use for purposes of updating information relative to the proposed CIP and/or program funding. CONSULTANT will submit a draft of the report for VILLAGE review and comment and will meet with VILLAGE staff to review and discuss comments. As appropriate, comments will be incorporated, and the report finalized.

**Deliverables:**

- Draft and Final Master Plan Reports
- Microsoft Power BI dashboard
- Completion milestone – 12 months from Notice to Proceed

**Task No. 9 – Community Awareness and Stakeholder Communication Plan**

The CONSULTANT shall develop a VILLAGE-wide strategic Community Awareness and Stakeholder Communication Plan that educates the stakeholders about efforts the Village is undertaking to reduce flooding and improve water quality and overall stormwater management in the area. This plan will include the following sections:

- a. Goals and Objectives
- b. Community Awareness Team and Responsibilities
- c. Stakeholder Analysis
- d. Key Messages
- e. Schedule of Outreach

CONSULTANT will prepare content for delivery to the community by the VILLAGE. CONSULTANT will also prepare presentation materials and lead a pre-determined number (for budget purposes not to exceed 3) of neighborhood/community meetings.

**Deliverables:**

- Draft and final Community Awareness and Stakeholder Communication Plan.
- Content for outreach and presentations for community meetings

## **PHASE 2**

### **Task No. 1 – Engineering Details and Specifications**

**Paving and Drainage Details:** The CONSULTANT will prepare standard paving and drainage details for use by the VILLAGE in this and future projects. The paving and drainage details shall be based on FDOT’s standards, except in specific cases where the VILLAGE is requesting a specialty item that is not found in the FDOT standards. The following details are anticipated.

<b>Description</b>	<b>Type</b>	<b>Data Source</b>
Pipeline Trench and Pavement Restoration	Road	Hazen
Vehicle Loop Installation	Road	Hazen
Ground Signs - Notes and Guidelines	Road	FDOT Index 11860-01
Ground Signs - Foundations / 150 MPH selection	Road	FDOT Index 11860-03
Pavement Markings - Crosswalks	Road	FDOT Index 17346-03
Pavement Markings - Intersections	Road	FDOT Index 17346-04
Reflective Pavement Markers	Road	FDOT Index 17352-01
Depth of Pipe Below Railroad Crossing	Road	FDOT Index 280-03
Curbs	Road	FDOT Index 300-01
Curbs	Road	FDOT Index 300-02
ADA Sidewalk Curb Ramps	Road	FDOT Index 304-01
ADA Sidewalk Curb Ramps	Road	FDOT Index 304-02
ADA Sidewalk Curb Ramps	Road	FDOT Index 304-03
ADA Sidewalk Curb Ramps	Road	FDOT Index 304-04
ADA Sidewalk Curb Ramps	Road	FDOT Index 304-05
ADA Sidewalk Curb Ramps	Road	FDOT Index 304-06
ADA Sidewalk Curb Ramps	Road	FDOT Index 304-07
Concrete Sidewalk	Road	FDOT Index 310-01
Concrete Sidewalk	Road	FDOT Index 310-02
Road Base Structural Number Table	Road	FDOT Index 514-01 & TOJ
Pedestrian Aluminum Railing	Road	FDOT Index 862-02
Asphalt Tie-In Details	Road	Hazen
Decorative Pavers in Roadway	Road	Hazen
Roadway Restoration Sequence	Road	Hazen
Signage Plan and Schedule	Road	Hazen
Speed Hump	Road	Hazen
Temporary Tree Protection Barriers	Road	Hazen
Exfiltration Trench Cross Sections and Details	Drainage	Hazen
Precast Drainage Structures	Drainage	Hazen
Skimmer for French Drain Outlet	Drainage	FDOT Index 241
Miscellaneous Drainage Details	Drainage	FDOT Index 280-01
Slotted Pipe Detail	Drainage	FDOT Index 285-02

<b>Description</b>	<b>Type</b>	<b>Data Source</b>
Drainage Well	Drainage	FDOT Index 288
Exfiltration Trench Overflow Structure	Drainage	Hazen

General and Water Details: Additionally, CONSULTANT shall develop details relative to erosion and sediment control (ESC), general requirements and water utilities. The following details are anticipated. It is intended that the details listed below will augment the VILLAGE's existing standard utility details.

<b>Description</b>	<b>Type</b>	<b>Data Source</b>
Floating Turbidity Barrier	ESC	Hazen
Erosion and Sediment Control Details and Notes	ESC	Hazen
Density Testing Notes	General	Hazen
General Notes	General	Hazen
Symbols and Abbreviations	General	Hazen
Conflict Manhole Type 1 and Type 2	Utility	FDOT Index 307-02
Automatic Air Release Valves for Areas that Flood	Water	Hazen
Bacteriological Sampling Points	Water	Hazen
Cannon Flushing	Water	Hazen
Filling and Flushing Connection	Water	Hazen
Manual Air Release Valves for Areas that Flood	Water	Hazen
Pipe Grouting	Water	Hazen
Pressure Pipe Details	Water	Hazen
Water Main Separation Details and Notes	Water	Hazen

Paving and Drainage Specifications: The paving and drainage specification sections listed below will be developed.

- Site Preparation
- Dewatering
- Contaminated Soil
- Excavation Support
- Fill and Backfill
- Excavation Support
- Subgrade Preparation
- Trench Backfill
- Soil Stabilization
- Tree Relocation
- Conveyance Piping
- PVC Pressure Pipe
- Disinfection
- Surface Restoration
- Limerock Base
- Pavement Marking
- Concrete Curb and Sidewalk
- Asphalt Pavement
- Soil Preparation
- Sodding
- Landscaping
- Irrigation

- Ductile Iron Pipe

Green Details: The CONSULTANT shall work with VILLAGE staff and develop details for “green” water quality and quantity standards, such bio-swales, and pervious pavements, to be used throughout the VILLAGE in this and future projects.

Green Specifications: The CONSULTANT shall work with VILLAGE staff and develop specifications for “green” water quality and quantity standards, such bio-swales, and pervious pavements, to be used throughout the VILLAGE in this and future projects.

Trenchless: The CONSULTANT shall assist the VILLAGE in developing details and specifications for alternative trenchless and minimum invasive pipe and structure replacement/repair techniques such as pipe bursting, jack and bore, pipe lining and ground injection systems.

Review Meetings: Participate in two (2) meetings with VILLAGE personnel to review details/specifications and obtain input.

**Deliverables:**

- AutoCAD files for details which comply with the VILLAGE’s CADD Standard.
- Details in AutoCAD format using the VILLAGE standard title block.
- Details in PDF format using the VILLAGE standard title block.
- Specifications in Microsoft Word format.
- One (1) hard copy and one (1) CD of the details and specifications.

**Task No. 2 - Identify Framework for Stormwater Asset Management Plan**

VILLAGE may be interested in developing a Stormwater Asset Management Program for the purpose of long-term planning regarding the operation, maintenance, repair, rehabilitation and replacement of Stormwater System Assets. CONSULTANT will develop an outline which may be used for the future development and implementation of such a Program.

**Deliverables:**

- Written outline document for Asset Management Framework

**Task No. 3 – Conceptual Permit for the Proposed CIP**

The CONSULTANT will determine the applicable primary permit agency (expected to be SFWMD), for the adopted CIP from Phase 1 and prepare a “permitting” summary for the VILLAGE. The CONSULTANT will arrange a meeting with the applicable primary permit agency and facilitate two meetings with the agency and the VILLAGE to review the stormwater modeling approach, modeling results, and selected alternatives. These meetings are intended to introduce the permit agency to the watershed modeling and conceptual alternatives developed for the VILLAGE and prepare said agency for permitting actions as alternatives move into design and

permitting phases. The CONSULTANT will prepare meeting minutes and deliver all correspondence between the CONSULTANT and the permit agencies to the VILLAGE.

**Deliverables:**

- Summary of applicable permit agency/agencies for each conceptual alternative;
- Meeting minutes; and
- Copies of all correspondence with the permit agencies.
- Required Conceptual Permit Application

**Task No. 4 – Grant Application Preparation/Research Funding Options**

The CONSULTANT will assist the VILLAGE in researching, identifying and prioritizing Funding Options/Opportunities and preparing grant applications (to various agencies/entities) for stormwater, environmental and resiliency projects and programs.

**Deliverables:**

- Grant applications
- Written documentation for submittal

**Task No. 5 – Engineering Design of Capital Improvements**

Scope to be developed once CIP have been developed, prioritized, and implementation schedule approved.

**Task No. 6 – Construction Permitting of Capital Improvements**

Scope to be developed once Capital Improvements have been developed, prioritized, and implementation schedule approved.

**Task No. 7 – Bidding of Capital Improvements**

Scope to be developed once Capital Improvements have been developed, prioritized, and implementation schedule approved.

**Task No. 8 – Construction Management of Capital Improvements**

Scope to be developed once Capital Improvements have been developed, prioritized, and implementation schedule approved.

**Village of North Palm Beach**

**Stormwater Master Plan Modeling and Design Implementation Engineering Consulting Services**

**Hazen and Sawyer Fee Estimate**

**5/4/2022**

		Senior Vice President	Associate Vice President	Senior Associate	Senior Principal Engineer	Principal Engineer	Senior Principal Scientist	Assistant Engineer II	Assistant Engineer	Senior CAD/BIM Designer	Senior Administrator	Administrator	Total Hours	Hazen Labor Cost	Subconsultant Cost (CTA)	Total Labor Cost	
Phase 1	Phase 1 - Task Title	\$280.00	\$280.00	\$240.00	\$165.00	\$150.00	\$110.00	\$110.00	\$95.00	\$120.00	\$130.00	\$80.00					
Task No.		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours					
1	Stormwater Inventory/Data Collection	0	0	0	16	0	0	0	40	0	0	0	56	\$6,440	\$20,000	\$26,440	
2	Integration of Data in Village's GIS	0	0	0	8	0	0	0	20	4	0	0	32	\$3,700		\$3,700	
3	Identify Water Quality and Regulatory Compliance Requirements	4	4	0	32	0	0	0	40	16	0	0	96	\$13,240		\$13,240	
4	House Bill (HB) 53 Reporting	0	0	0	20	0	0	40	0	0	0	0	60	\$7,700		\$7,700	
5	Modeling Services	8	24	0	80	0	0	220	64	0	0	0	396	\$52,440		\$52,440	
8	Develop Capital Improvement Program (CIP)	8	12	20	60	0	0	60	60	0	0	8	228	\$33,240		\$33,240	
9	Evaluate Impacts of CIP on Stormwater Utility Rates	2	0	20	16	0	32	0	0	0	0	0	70	\$11,520		\$11,520	
10	Final Master Plan Report	12	20	8	40	16	2	80	28	0	0	16	222	\$32,840		\$32,840	
11	Community Awareness and Stakeholder Communication Plan	12	0	0	12	0	0	8	0	0	0	8	40	\$6,860		\$6,860	
<b>Phase 1 TOTAL</b>		<b>46</b>	<b>60</b>	<b>48</b>	<b>284</b>	<b>16</b>	<b>34</b>	<b>408</b>	<b>252</b>	<b>20</b>		<b>32</b>	<b>1200</b>	<b>\$167,980</b>	<b>\$20,000</b>	<b>\$187,980</b>	
															<b>Phase 1 (lump sum)</b>		<b>\$187,980</b>

**VILLAGE OF NORTH PALM BEACH  
VILLAGE MANAGER'S OFFICE**

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TO: Honorable Mayor and Members of the Village Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Chad Girard, P.E., Assistant Director of Public Works

DATE: April 14, 2022

SUBJECT: **MOTION** – Accepting the ranking by the Selection Committee for Stormwater Master Plan Modeling and Design Implementation Continuing Services Contract and authorizing Staff to commence negotiation of an Agreement with Hazen and Sawyer.

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Village Staff is recommending Council approval of the Selection Committee's ranking of the firms submitting qualification statements in response to the Village's Request for Qualifications (RFQ) for Stormwater Master Plan Modeling and Design Implementation Continuing Services Contract.

**Background:**

In 2016, the Village Council adopted the Citizens' Master Plan. The Plan was the result of a citizen engagement process and intended to guide the next era of growth and development in the Village of North Palm Beach. One of the priority projects identified by the Plan was the creation of a stormwater utility that would finance repairs and improvements, including enhancement of water quality, to the Village's stormwater system. At that time, it was recognized that the Village's aging system needed to be maintained to deliver reliable protection of property and enhance the quality of stormwater runoff into the Village's canals and the Lake Worth Lagoon.

Based upon the Citizens' Master Plan recommendation, the Village conducted an exploratory study to provide information and data related to the establishment of a stormwater fee structure to fund needed stormwater activities and improvements within the Village. Following the completion of a fee study by Hazen & Sawyer, the Village's Stormwater Utility and Stormwater Fund was established in July 2021 and the Non-Ad Valorem Stormwater Fee was approved in September, 2021.

With the stormwater fee in place, the Village Council identified the development of a Stormwater Master Plan as a priority action item in the FY 2022 Strategic Plan. The Stormwater Master Plan will complete the necessary evaluation of the existing stormwater system to identify vulnerabilities and recommend the most economic and feasible approach to addressing the needs of the system. Specifically, the Master Plan will recommend implementation of necessary stormwater system improvements to address conveyance and water quality deficiencies as well as strategies for sea level and storm vulnerability impacts. To that end, Village staff initiated the process to select a consultant to develop the Stormwater Master Plan through the Consultants' Competitive Negotiation Act (CCNA) process.

**Request for Qualifications (RFQ) Process:**

In accordance with Section 287.055, Florida Statutes (CCNA), the Village issued an RFQ on December 21, 2021 in an effort to identify the most qualified firm to provide stormwater master plan modeling and design services to the Village.

A Selection Committee consisting of Village Manager Andy Lukasik, Director of Public Works Chuck Huff, Assistant Director of Public Works Chad Girard, Streets and Stormwater Manager Ken Hern, and Village resident Ellen Allen (Environmental Committee Board Member) participated in the initial review of the qualification statements. The following five firms submitted their qualification statements on January 26, 2022:

- Hazen and Sawyer,
- Kimley-Horn,
- Baxter & Woodman,
- Keith, and
- South Florida Engineering and Consulting, LLC.

Based upon the Committee's review of the qualification statements submitted by each firm, the Committee shortlisted Hazen and Sawyer and Kimley-Horn at the Committee's meeting on March 1, 2022 and invited both firms to make presentations to the Committee.

On March 30, 2022, the Committee received presentations from the two shortlisted firms. Although both firms are extremely experienced and well qualified, the Committee selected Hazen and Sawyer as the firm that will best be able to address the Village's needs as part of a Stormwater Master Plan. Hazen demonstrated an excellent understanding of the Village's stormwater system and showed a knowledge of how to plan for future needs addressing community flood vulnerabilities as well as securing alternate sources of funding for the project.

In accordance with the requirements of the RFQ issued by the Village, Staff is requesting Village Council's authorization to commence competitive negotiations with Hazen and Sawyer as this was the Evaluation Committee's top-ranked firm. If Staff is unable to negotiate an agreement, Staff will terminate negotiations with Hazen and Sawyer and begin negotiations with Kimley-Horn, the second-highest ranked firm. If negotiations fail with both Hazen and Sawyer and Kimley-Horn, the Committee ranked Baxter & Woodman as the third-highest ranked firm.

**Recommendation:**

**Village Staff recommends Council consideration and approval of a motion accepting the Selection Committee's ranking of Hazen and Sawyer as the top-ranked firm and authorizing Staff to commence negotiations for the completion of a Stormwater Master Plan with the top-ranked firm. If Staff is unable to negotiate an agreement with the top-ranked firm, Staff will terminate negotiations and move down the list to the next highest-ranked firm as required by the CCNA.**

Stormwater aster Plan Modeling & Design Implementation Contract

RFQ #2022-100

Scoring	#1	#2	#3	#4	#5	Total	Rank
Baxter & Woodman	87	65	80	80	84	396	3
Keith	82	70	61	86	83	382	5.
Kimley-Horn	90	86	89	88	85	438	2.
Hazen	93	91	96	96	89	465	1
South Florida Engineering & Consulting	63	78	74	97	78	390	4

29<sup>th</sup> Afternoon. - 1:30 pm  
30<sup>th</sup> & 2:30 pm

Hazen

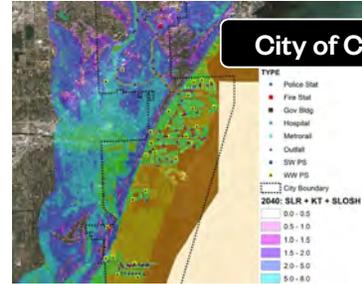
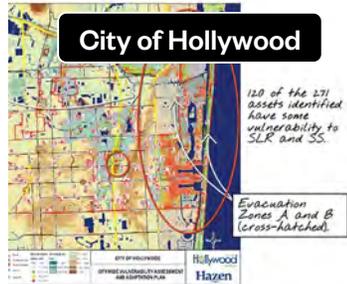


# Stormwater Master Plan Modeling and Design Implementation Continuing Services Contract

Interview | RFQ No. 2022-100 | March 30, 2022



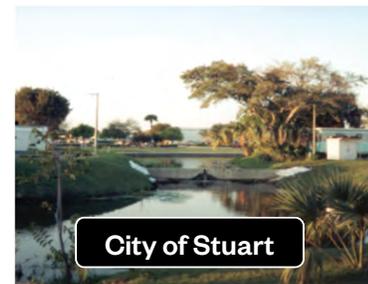
# Hazen and Sawyer is a leader nationally, regionally, and locally in the areas of stormwater management and climate resiliency



Our clients range from small municipalities to large metro regions.



Our projects are tailored to specific needs.



# Our Team



# Our proposed leadership team has proven South Florida success in stormwater planning, modeling, design, permitting, and construction management

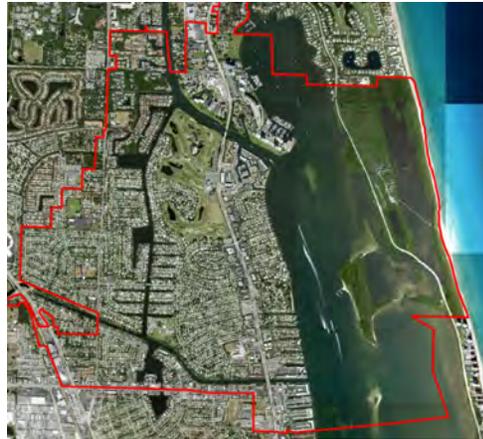


	 Robert Taylor, Jr., PE Project Director	 Lucia Medina, PE Project Manager	 Richard Pryce, PSM Data Collection Lead	 Guillermo Regalado, PE Modeling/Planning Lead	 Jennifer McMahon, PE Design, Permitting, CMS Lead
Fort Lauderdale Stormwater Master Plan Modeling and Design Implementation	✓	✓	✓	✓	✓
Oakland Park Stormwater Master Plan and Flood Vulnerability Assessment	✓	✓		✓	
Town of Jupiter General Engineering Services for Stormwater and Capital Improvements	✓	✓			
City of Coral Gables General Consultant	✓	✓		✓	
City of Margate Phase 1 Stormwater Master Plan (ongoing)	✓	✓		✓	
Broward County Countywide Risk Assessment and Resilience Plan (recent selection)	✓	✓	✓	✓	✓

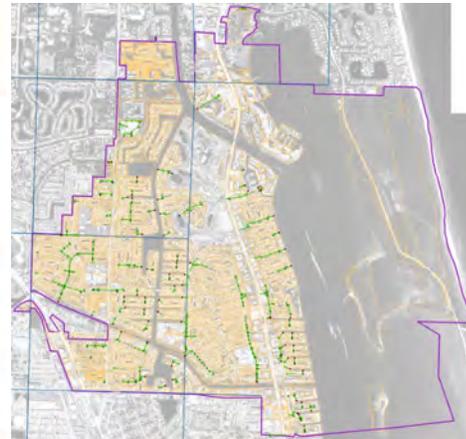
# We have a good understanding of the Village's stormwater system and overall program



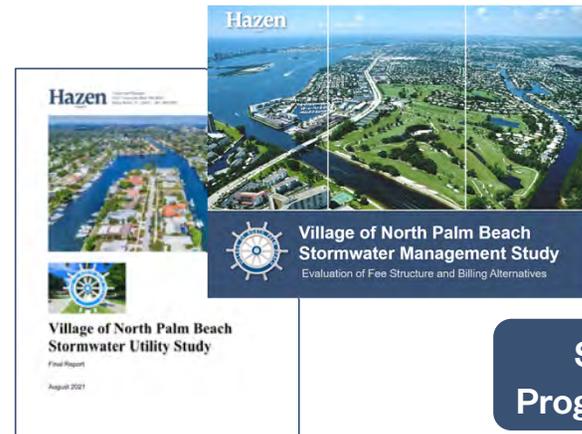
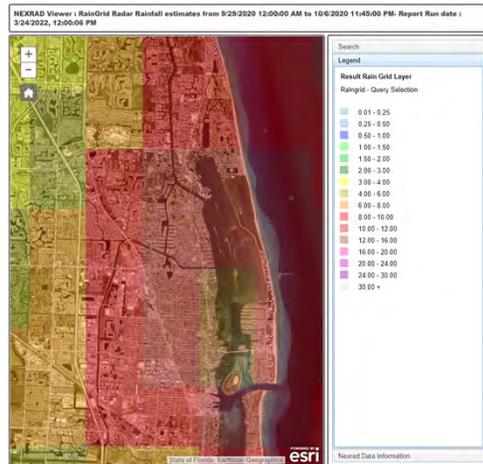
Physical Characteristics



Stormwater Infrastructure



Climatological Conditions



Stormwater Program & Funding

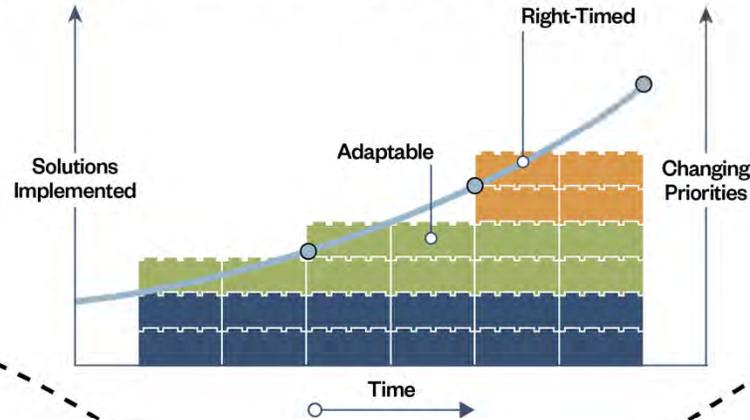
# Our right-timed, right-sized approach allows a fiscally responsible means of tackling your priorities



Aging/Failing infrastructure



IMPLEMENTATION OF ADAPTABLE SOLUTIONS



Water quality and environmental protection



Future flood protection (SLR/storm surge)



Tidal flooding in low areas

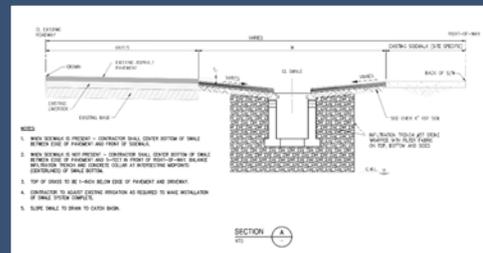
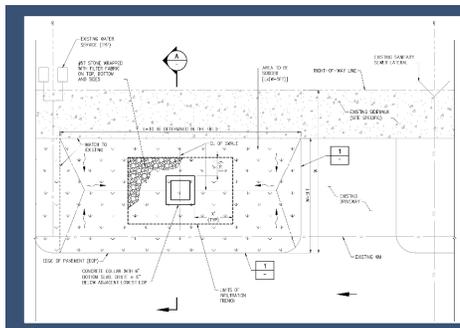
# Aging and failing infrastructure is foremost amongst the Village's stormwater-related priorities



# Water quality and nuisance flooding can be addressed via swale grading and rehab



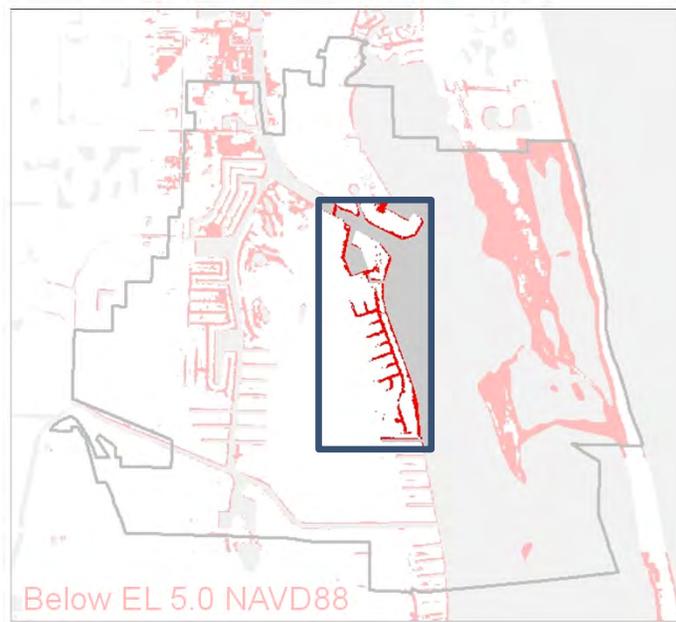
Residential portions of the Village depend heavily on swale drainage for water quantity and quality.



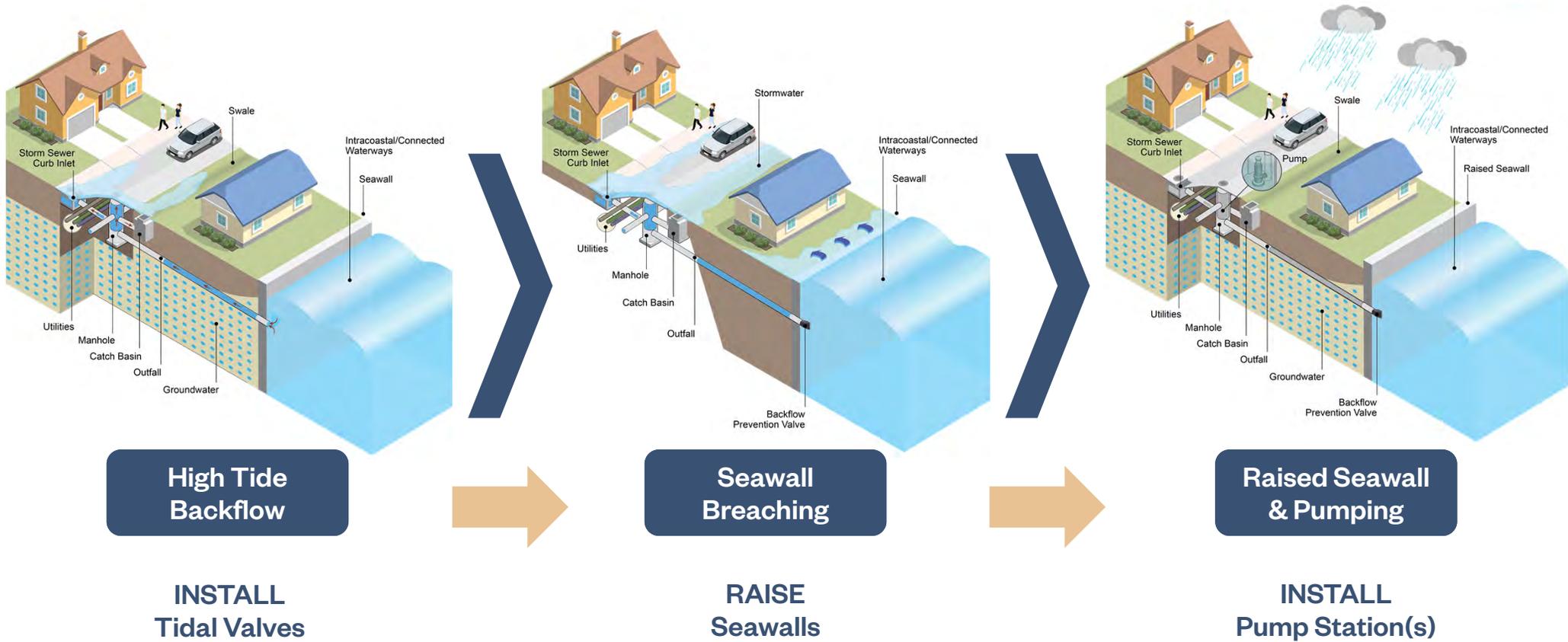
# Addressing flooding issues and coastal protection is important at the Country Club and Village Parks respectively



# Planning for future climate conditions is necessary and timely



# Planning for future climate conditions is necessary and timely





# Project Approach



# Our approach is founded in having delivered this same scope of work



Stormwater Master Plan Modeling and Design Implementation Scope of Services	Village North Palm Beach	City of Fort Lauderdale
Develop Community Outreach Program	✓	✓
GIS Database Validation and Data Gap Analysis	✓	✓
Data Collection	✓	✓
GIS Database Update and Integration with Asset Management Software	✓	✓
Existing H&H Model (development, execution, and post-processing)	✓	✓
Level of Service Analysis	✓	✓
Develop Capital Improvement Projects (CIPs)	✓	✓
Proposed H&H Model (development, execution, and post-processing)	✓	✓
Develop Cost Estimates for Final CIPs	✓	✓
Obtain Conceptual/Construction Permits for CIPs	✓	✓
Design CIPs	✓	✓
Construct CIPs	✓	✓



# Our data collection approach, GIS validation, and organization have been well honed with partner CTA

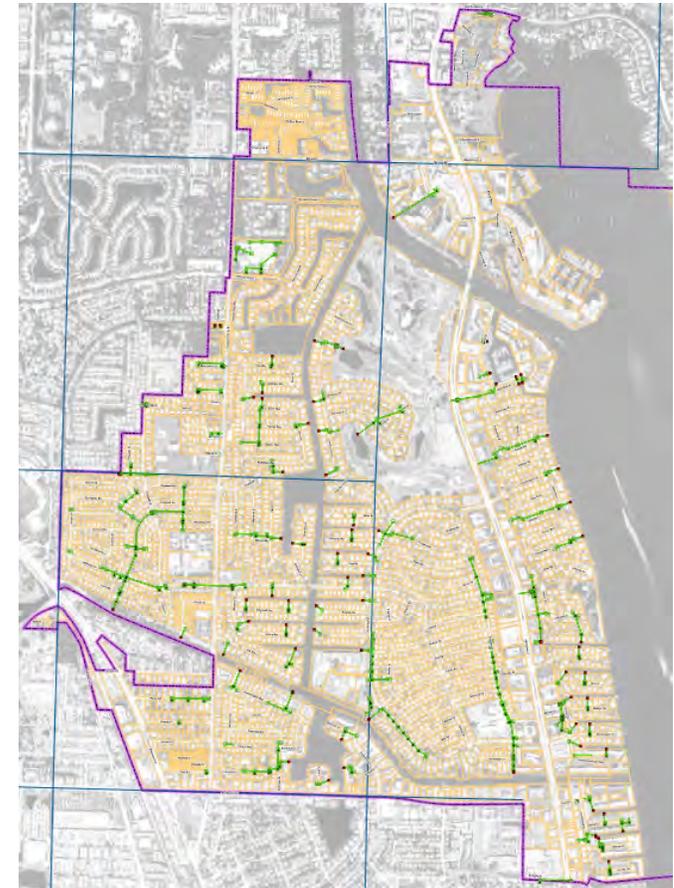
- We know your Stormwater GIS from the Utility Study
- Ready protocols and procedures for efficient additional data collection
- Experience incorporating many clients' GIS data into asset management systems of various types

Attributes field surveyor for over 5,000 stormwater features

OBJECTID*	SHAPE*	Facilit
6888	Point	
10000	Point	
10005	Point	
10006	Point	
6884	Point	
6882	Point	
7044	Point	
153	Point	
154	Point	
155	Point	

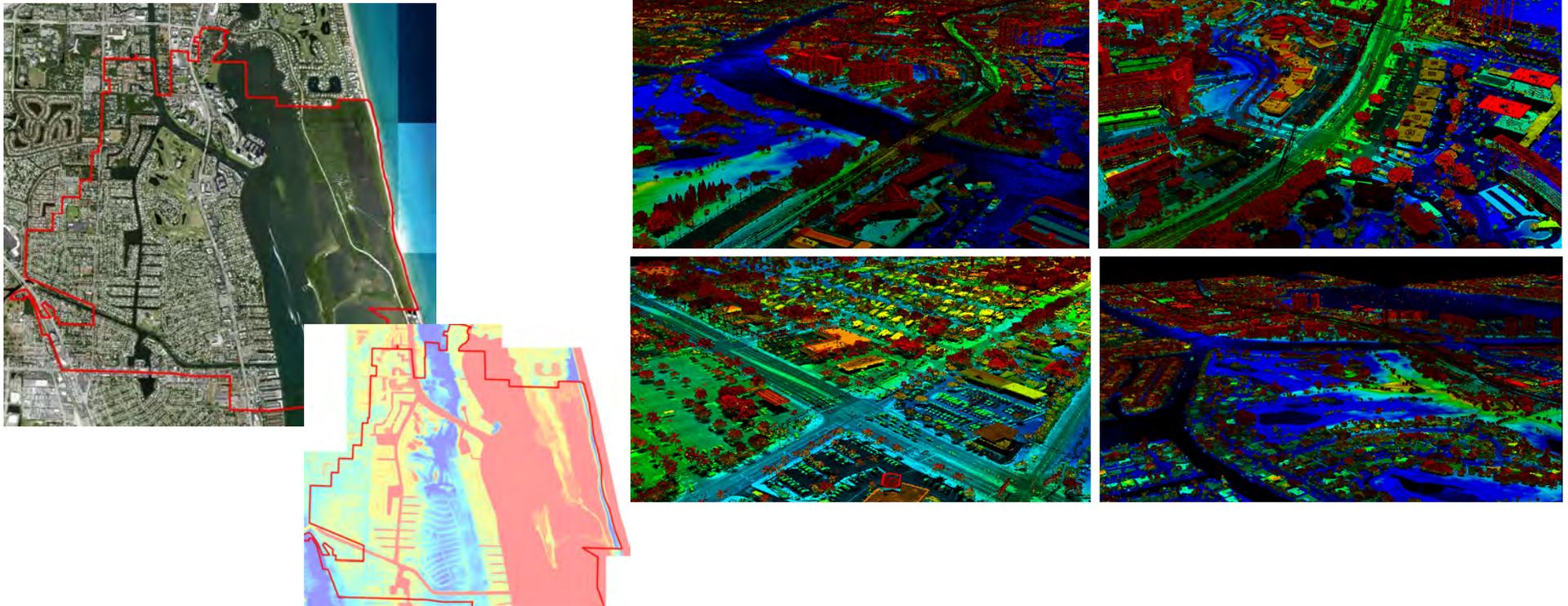
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-foot	10/16/2001 1:29:00 PM
-foot	10/16/2001 1:50:00 PM
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-foot	10/16/2001 1:55:00 PM

**Our vetted data collection process provides time savings efficiencies.**





In addition, we have already obtained Village aerial photogrammetry, LiDAR, and Digital Elevation Model (DEM)



The foundation of your hydrologic/hydraulic model will be the DEM derived from PBC LiDAR.

# We use a variety of Hydrologic & Hydraulic modeling software packages, and believe ICPRv4 is ideal for the Village



Ease of use and wide application in the industry (especially in FL)



Easy data integration from/to GIS



Well known to permitting agencies (benefits reviews)

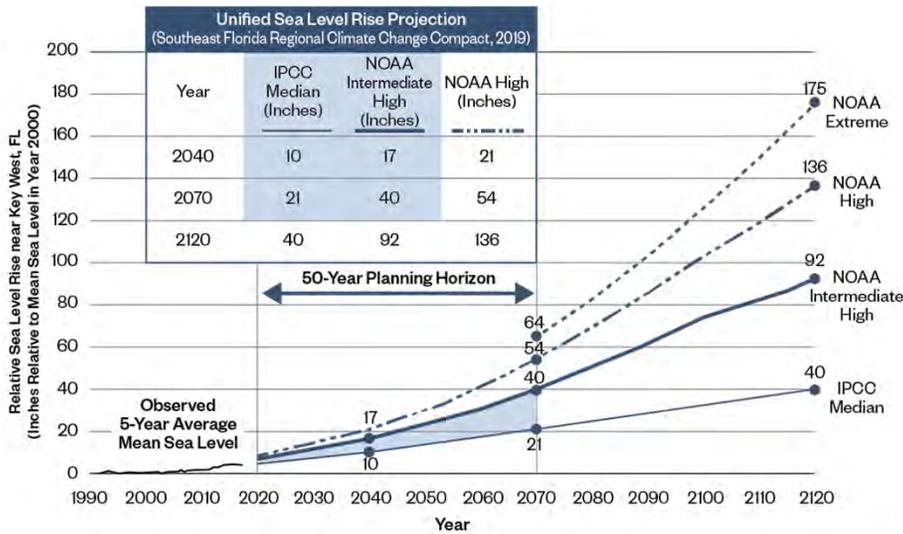


Convenient for occasional users

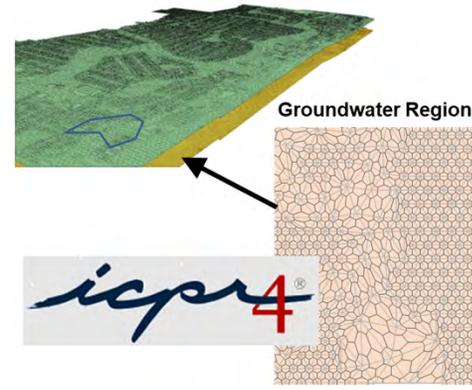
# Boundary conditions for other South Florida stormwater plans will be leveraged to save time and money



Fully consistent with Southeast Florida Regional Climate Compact



Allow us to reflect SLR impacts on future surface and groundwater conditions



Model Layers within SEAWAT model (USGS, 2016)

Source	Hydrogeologic Data	Physical Units	Hydrogeologic Units	Model Layer	Default Parameter Values	File Parameter Name
Behavior	Confined/unconfined			1	UPU	
	Material	CG		2		
	Isotropic	CG		3		
	Anisotropic	CG		4		
Properties	Porosity				PF1	
	Average: Porosity, Conductivity				PF2	
	Fast Transient Evaporation	CG			PEO	
	CG				PE1	
	CG				PE2	
Pressure	Bottom of Surficial Aquifer				LAB	

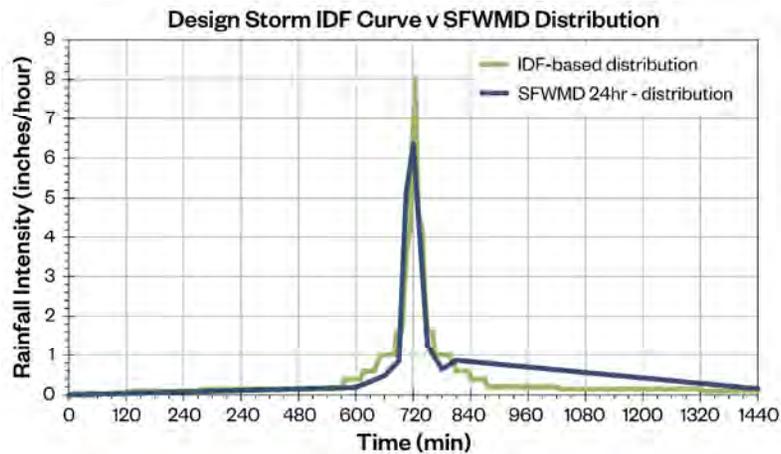
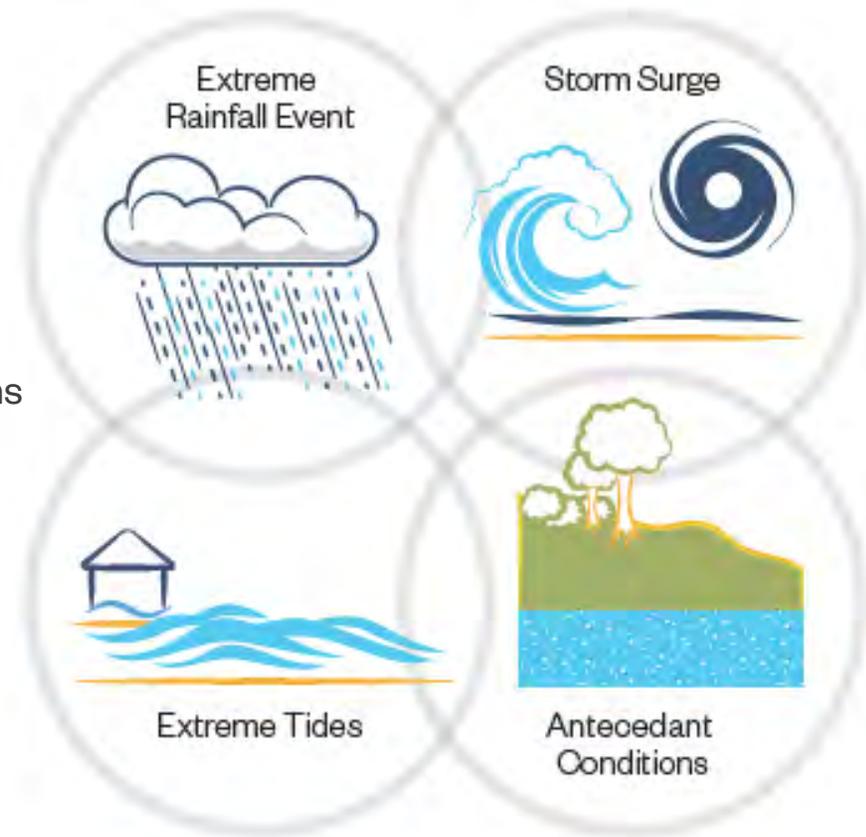
EXPLANATION  
 PFI: Head only  
 PFI: Head, porosity and permeability  
 LSI: Layer-specific  
 LSI: Layer-specific



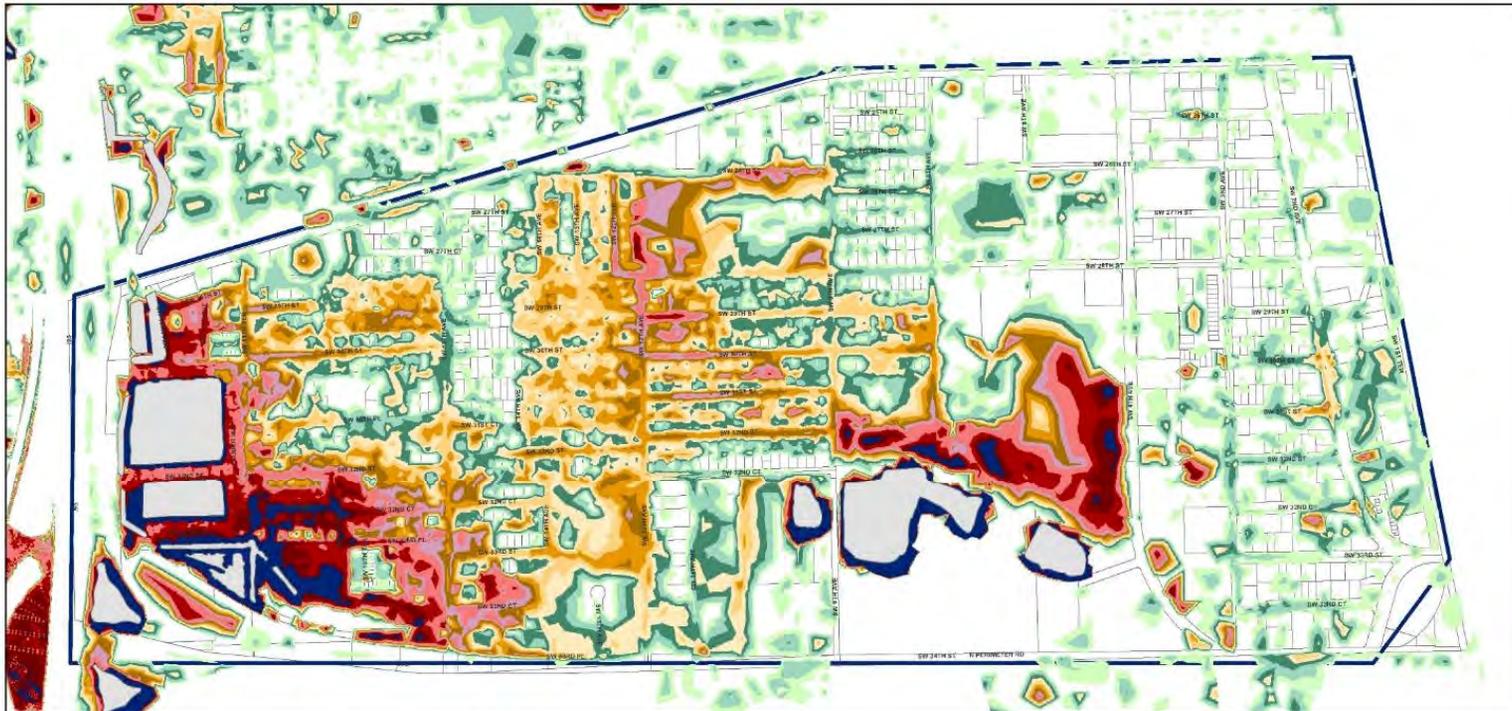


## Model simulations will address an array of possible conditions and uncertainties

- King Tides & Storm Surge
- Sea Level Rise & High Groundwater Table
- Varying Climatological Conditions:
  - Change in Design Storm Events (5 yr., 10 yr.)
  - Increase of Rainfall Intensity
  - Use a Temporal Distribution that fits the Drainage Conditions

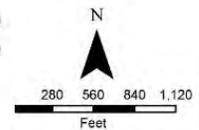
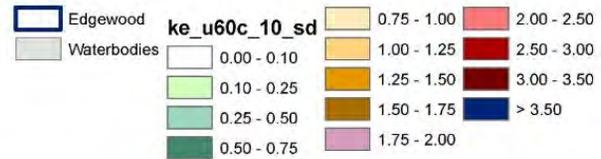


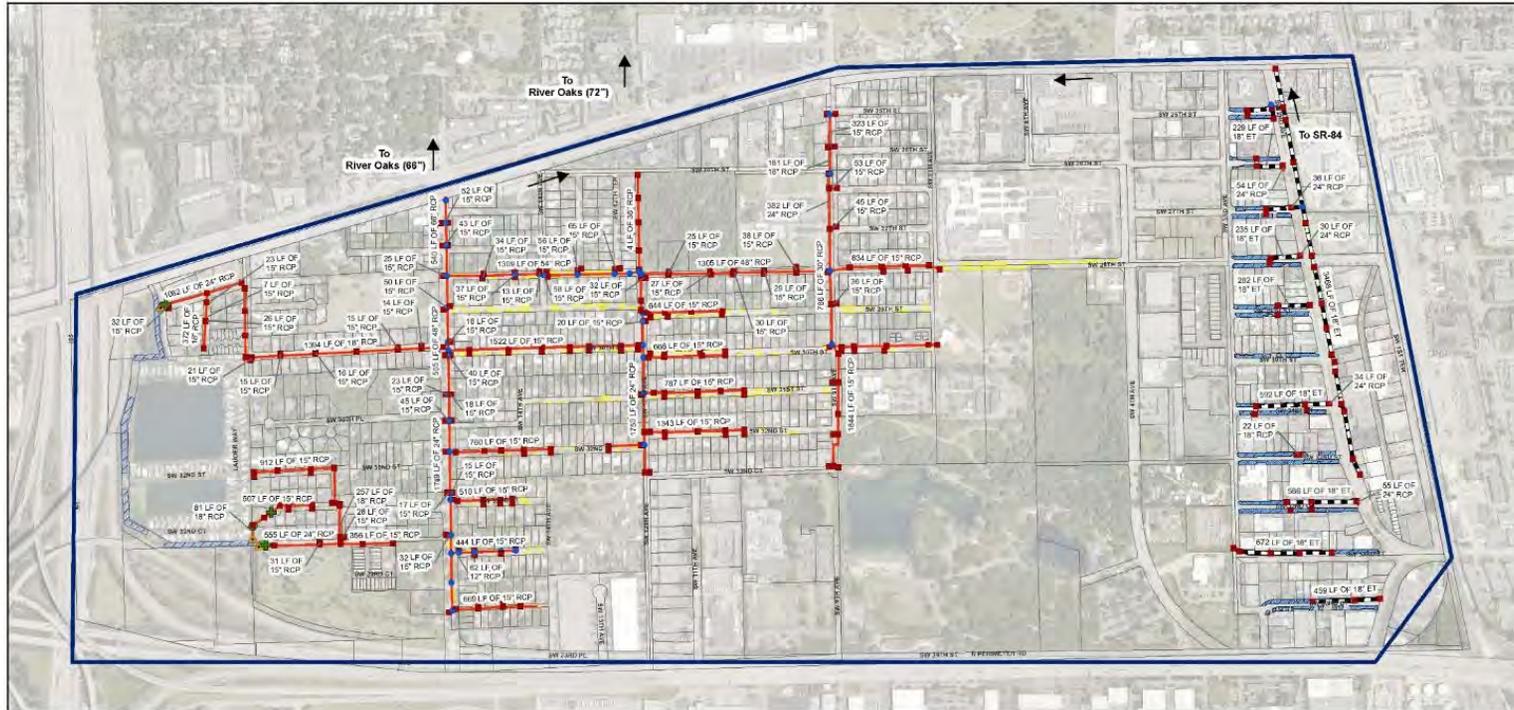




**Edgewood Ground Surface Flooding Depth  
2060 Future Sea Level Rise - Pre-development  
10 Year, 24 Hour Storm**

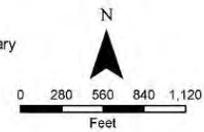
**Legend**

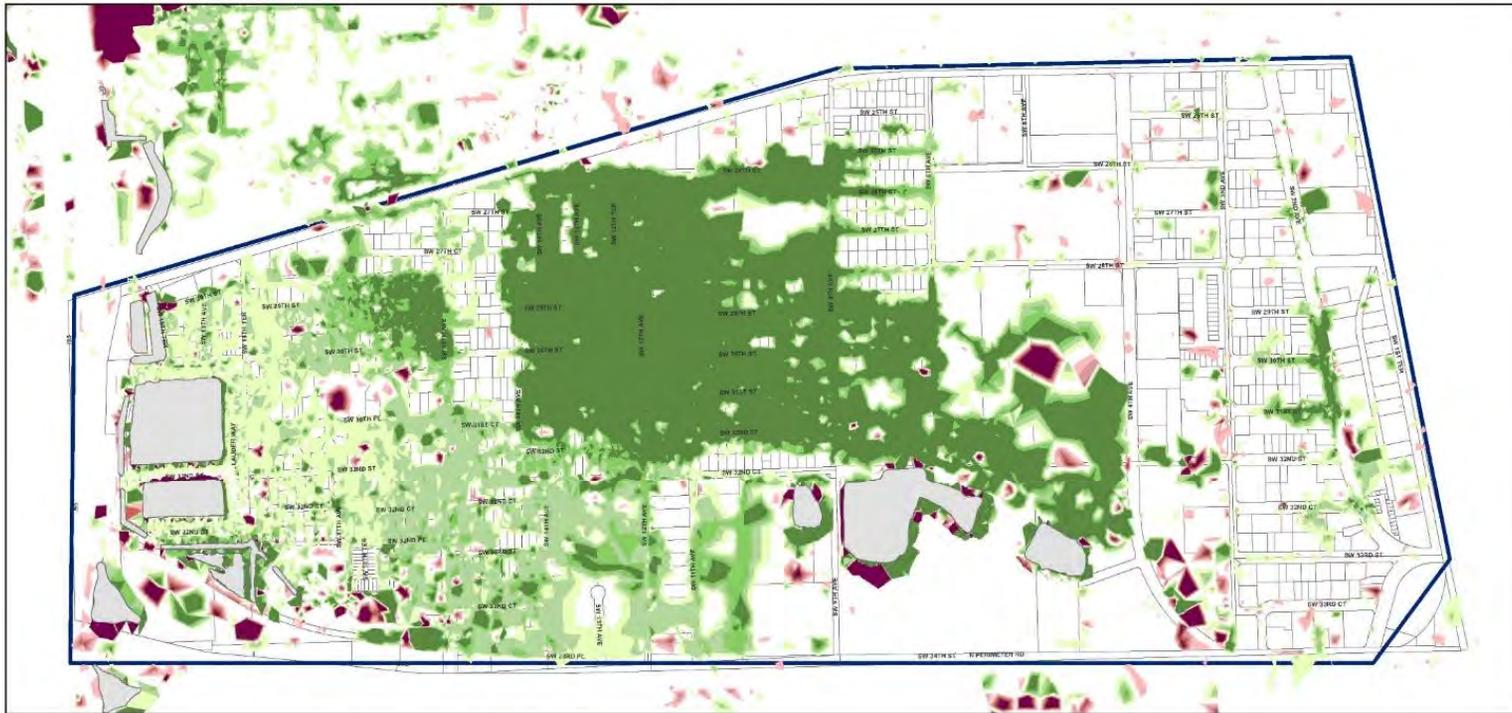




### Edgewood Proposed Stormwater Improvements

- |                           |                       |                                |                       |                                  |
|---------------------------|-----------------------|--------------------------------|-----------------------|----------------------------------|
| ■ Catch Basin             | ● Backflow Preventers | --- Exfiltration Trench        | ■ New/Restored Swale  | ■ Created Wetland                |
| ● Manhole                 | ◆ Drainage Wells      | — Storm Sewer                  | ■ Permeable Pavement  | ■ Edgewood Neighborhood Boundary |
| ▲ Outfall                 | ★ Pump Stations       | RCP = Reinforced Concrete Pipe | ▨ Canal Improvements  | □ Parcel                         |
| ⊕ Water Quality Structure |                       | ET = Exfiltration Trench       | ■ Seawall Replacement |                                  |
|                           |                       | CIP = Cast Iron Pipe           |                       |                                  |
|                           |                       | FM = Force Main                |                       |                                  |

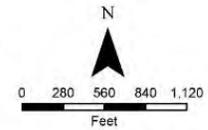




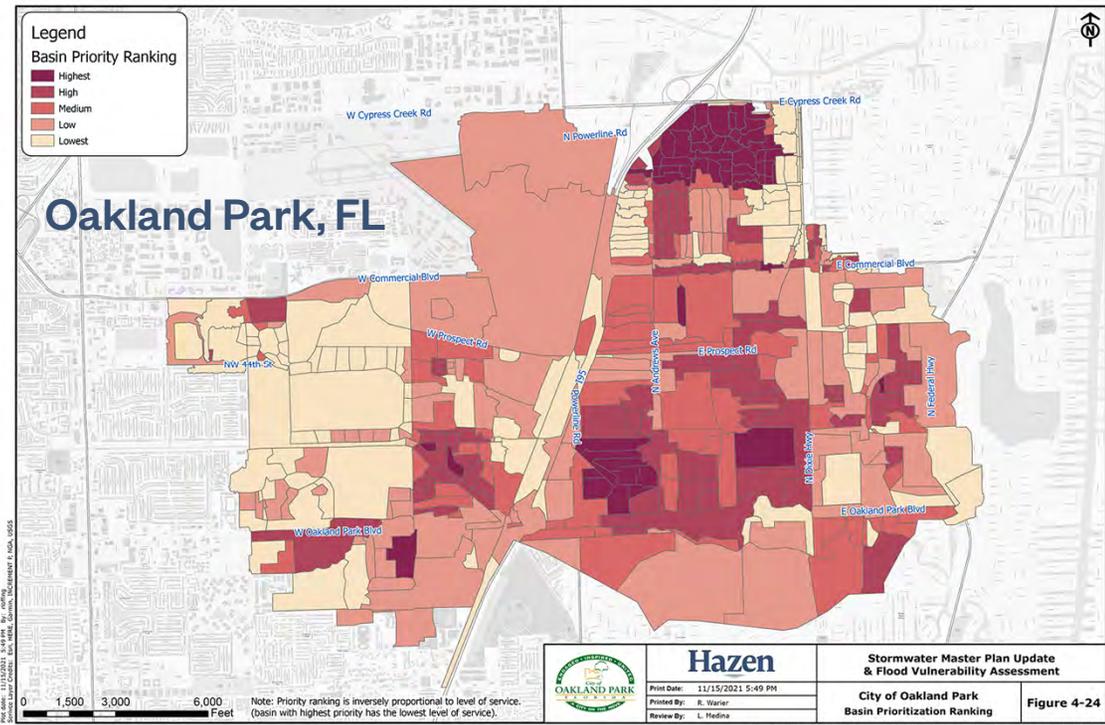
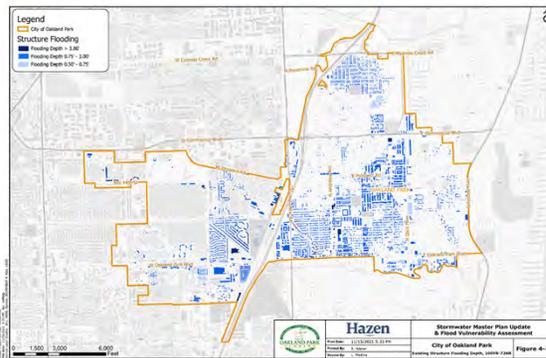
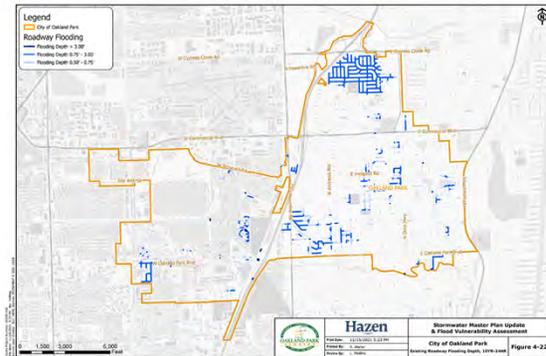
**Edgewood Ground Surface Flooding Depth Comparison  
2060 Future Sea Level Rise - Pre- vs. Post- Development  
10 Year, 24 Hour Storm**

**Legend**

Edgewood	<b>kd_u60c_10_sd</b>	-0.4 - -0.3	0.1 - 0.2
Waterbodies	<b>&lt;VALUE&gt;</b>	-0.3 - -0.2	0.2 - 0.3
		-0.2 - -0.1	0.3 - 0.4
		< -0.5	> 0.4
		-0.5 - -0.4	-0.1 - 0.1



# Our level of service approach to capital investment prioritization is critical to public acceptance



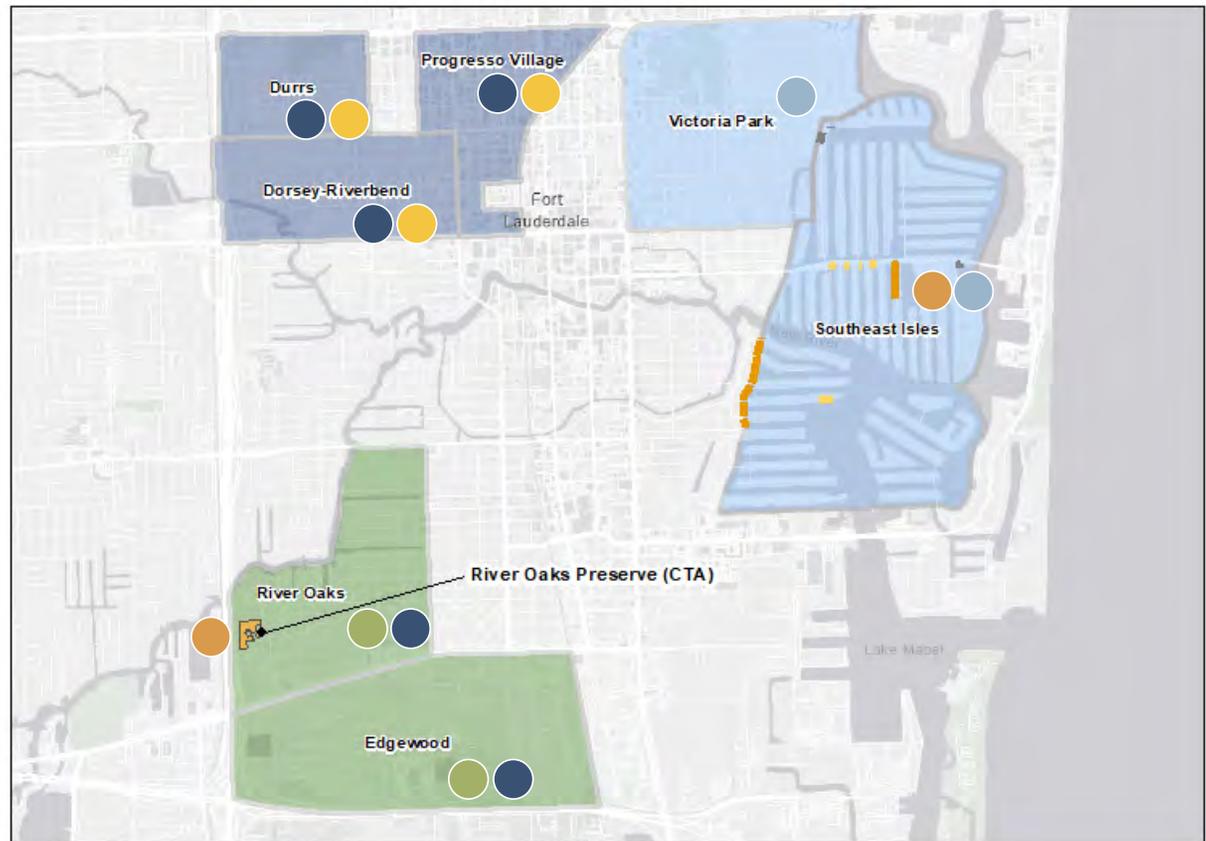
We use tools to streamline identifying vulnerabilities and to vet alternative solutions.



# Conceptual permitting of the model-based CIP makes design implementation very smooth

Successfully used in FTL for ~\$200M in stormwater infrastructure investments

- Under Design Development
- Design Completed
- ERP/SWML Permits Obtained
- Under Construction
- Project Completed

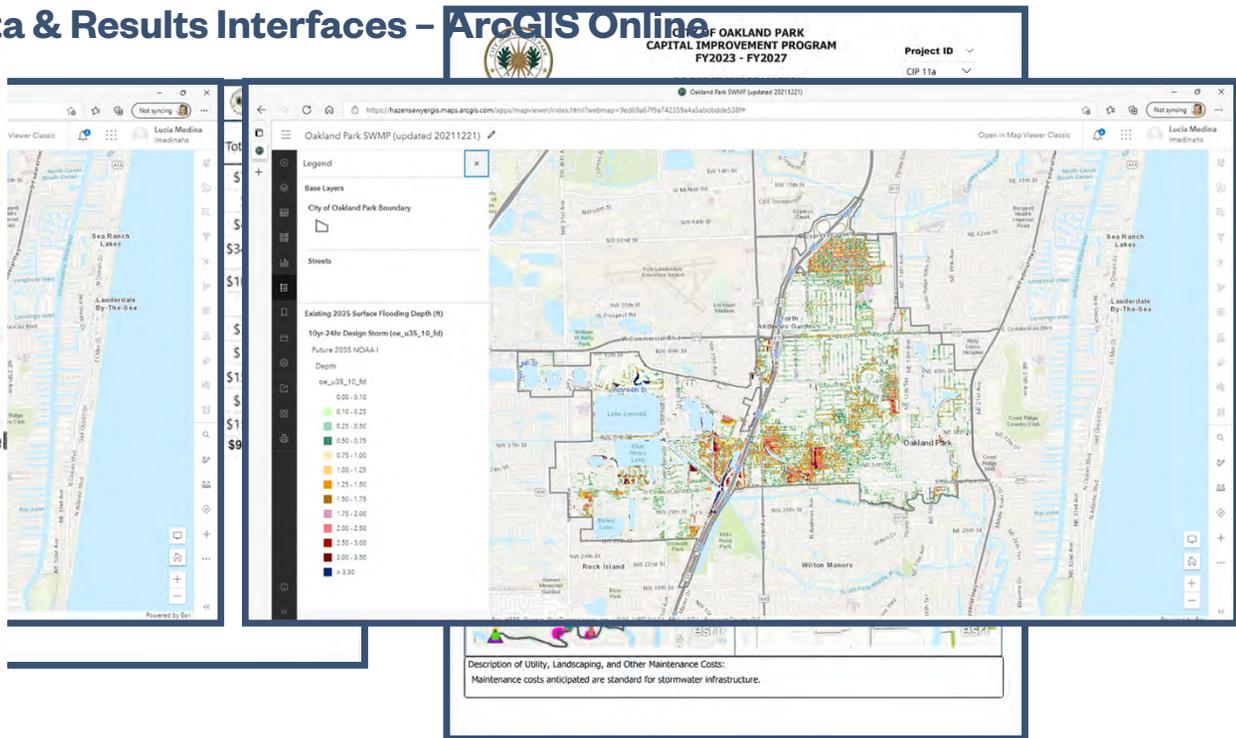
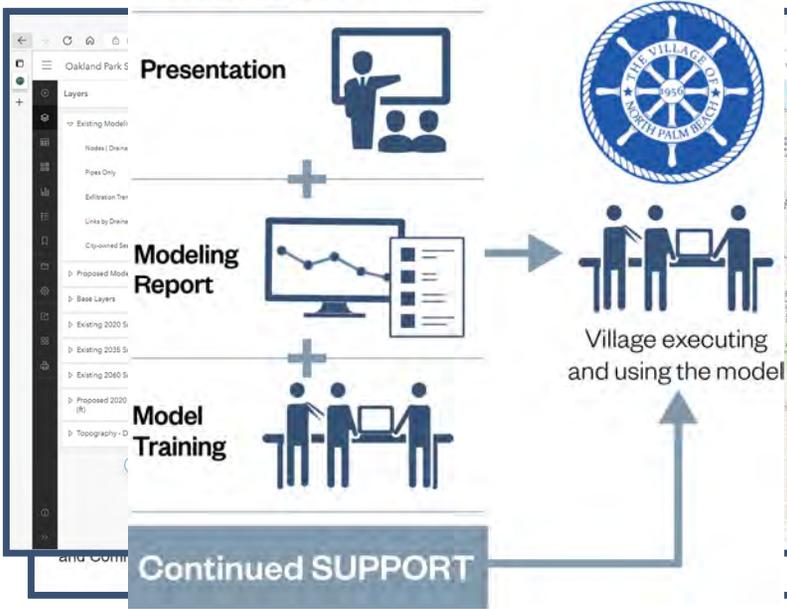


# We have developed other means of adding value related to modeling and capital planning

Model Training – WCI Data, and Cost Estimates – PowerBI Dashboard

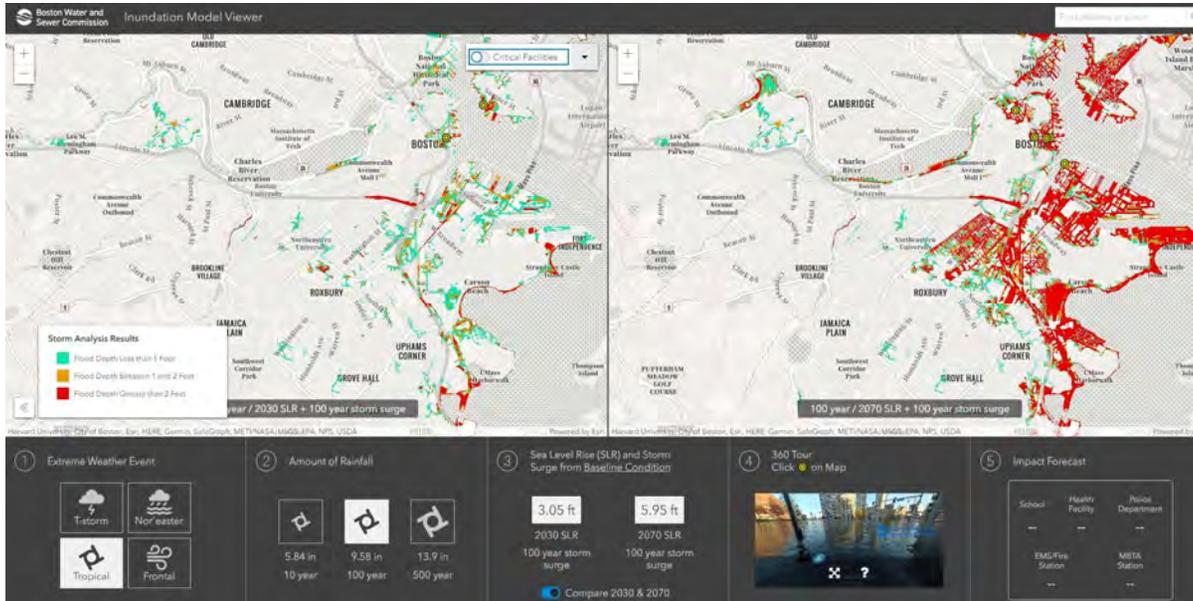
Modeling Data & Results Interfaces – ArcGIS Online

## The Hazen Team





# Public outreach and involvement is critical to program success



We use Hi-Tech/Hi-Touch elements to add value and support effective communication.

# Hazen's desktop condition assessment projected R&R needs using industry standards and local experience



- **Expected service life**
  - Concrete pipe: 50 - 70 years
  - Corrugated metal pipe: 30 - 50 years
- **Cost-effective repair methods**
  - FDOT District 4 Contract
  - South Florida R&R programs
- **North Palm Beach Rate Study**
  - Provided R&R program funding options and associated costs

The Village's Existing Stormwater Assets

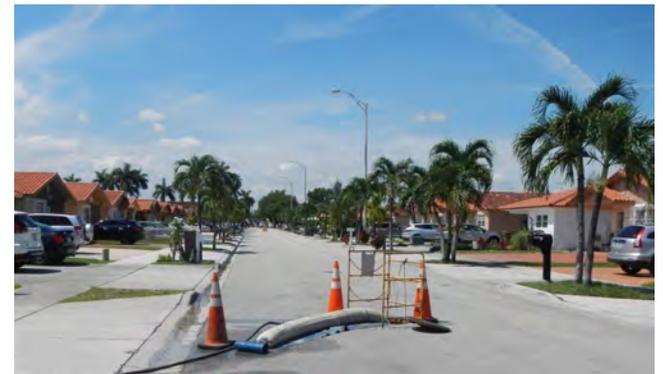
Diameter	Linear Feet	Asset Type	Count
≤ 12	1,591	Catch Basin	370
15	12,906	Curb Inlet	5
18	10,649	Pipe End Structure	6
24	9,735	Manhole	14
27	392	Weir	2
30	4,226	Outfall (6 are "Major Outfalls")	78
33	185		
36	4,048		
40	562		
42	1,351		
48	463		
54	173		
60	857		
<b>Grand Total</b>	<b>47,325</b>	<b>Sum</b>	<b>475</b>



## The Village's selected program will minimize uncertainty and maximize efficiency over time



- Assumptions are replaced with data
- Decisions reflect **actual condition** of pipe and structures
- Budgeting is right-sized using defensible, condition-based information
- Proactive, well-timed interventions avoid more costly and disruptive reactive work

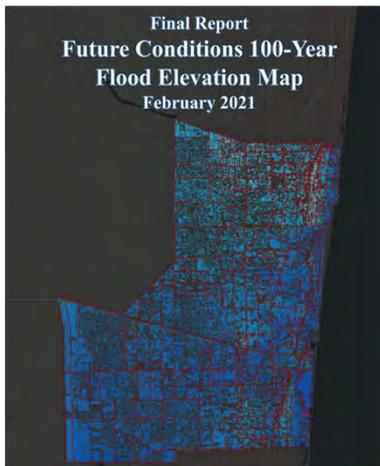




## Capital investment alone will not solve your stormwater/resiliency challenges

- We will help develop policies and regulations to support infrastructure and operations/maintenance
- Forward-focused requirements for development/redevelopment
- Benefit from ground we are already covering elsewhere in South Florida

1	ORDINANCE NO. 2020-11
2	AN ORDINANCE OF THE BOARD OF COUNTY
3	COMMISSIONERS OF BROWARD COUNTY, FLORIDA,
4	PERTAINING TO TIDAL FLOOD PROTECTION;
5	CREATING ARTICLE XXV OF CHAPTER 39 OF THE
6	BROWARD COUNTY CODE OF ORDINANCES ("CODE");
7	ESTABLISHING TIDAL FLOOD BARRIER
8	INFRASTRUCTURE STANDARDS THAT ACCOUNT FOR
9	PROJECTED SEA LEVEL RISE; PROVIDING FOR
	ABATEMENT OF NUISANCE FLOODING; PROVIDING
	FOR REAL ESTATE SALE DISCLOSURES; AND
	PROVIDING FOR SEVERABILITY, INCLUSION IN THE
	CODE, AND AN EFFECTIVE DATE.
	(Sponsored by Vice-Mayor Steve Geller)



*Isles of Palms, Before and After*

# Our Team has tremendous design capacity to deliver planned projects at whatever pace you desire



Cost Savings



Time Savings

We've already developed Standard Specs/Details, which can be quickly tailored to the Village.

Deep bench – delivered design of over 1,000 drawings (representing ~\$200M construction) for the City of Fort Lauderdale in about 18 months



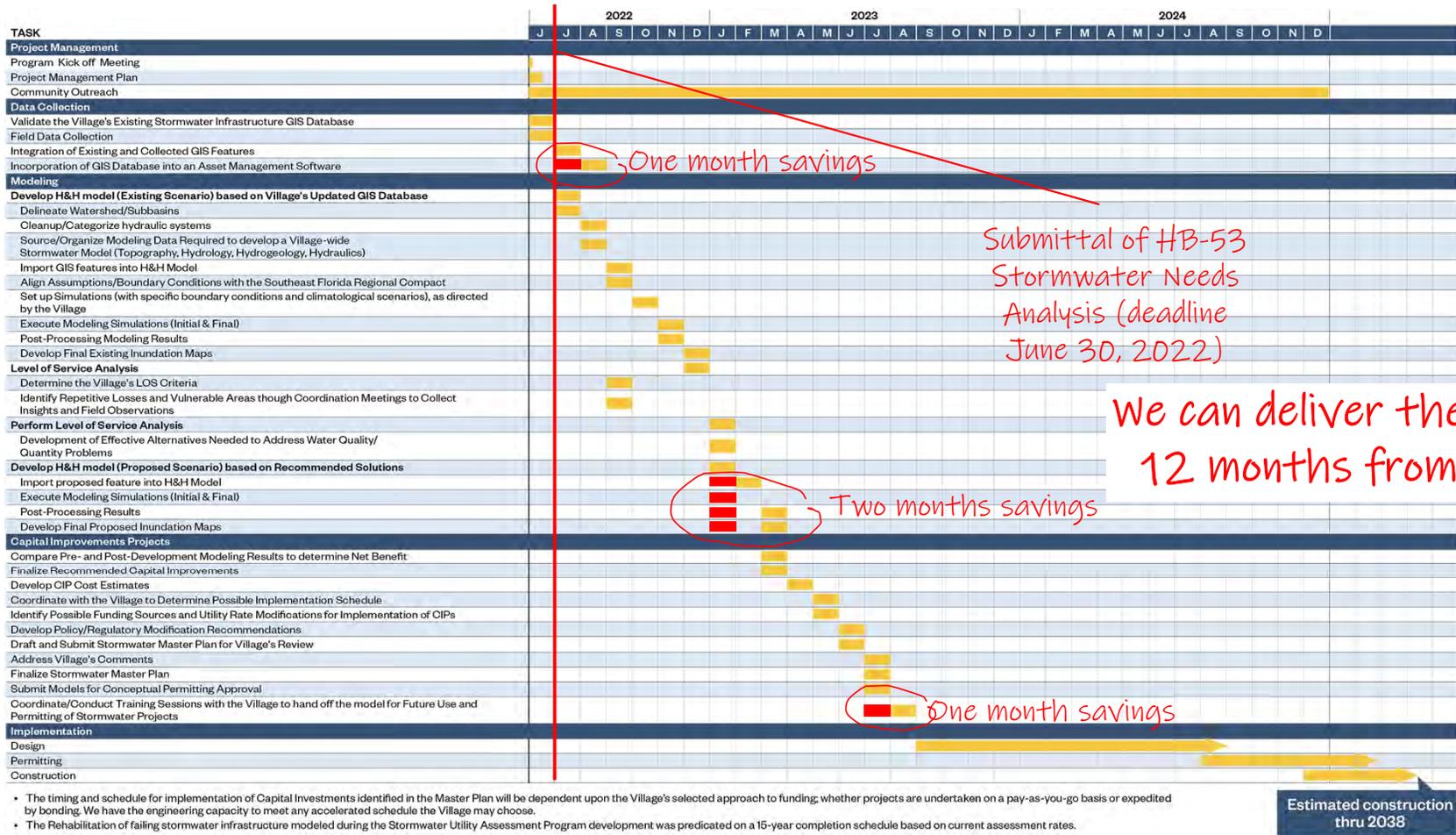
Close coordination with other Village infrastructure investments

## Inventory of Designed Improvements for Fort Lauderdale

Improvement	Total	Unit
New Storm Sewer	103,435	LF
Replaced Storm Sewer	30,989	LF
Exfiltration Trench	21,264	LF
New/Restored Swale	75,455	SF
Drainage Wells	2	#
Water Quality Structures	11	#
Pump Stations	7	#
Backflow Preventers	148	#
Permeable Pavement	3,698	SY
Created Wetlands	9	AC
Seawall Replacement	5,612	LF
Canal/Creek Restoration	3,800	LF



# Schedule

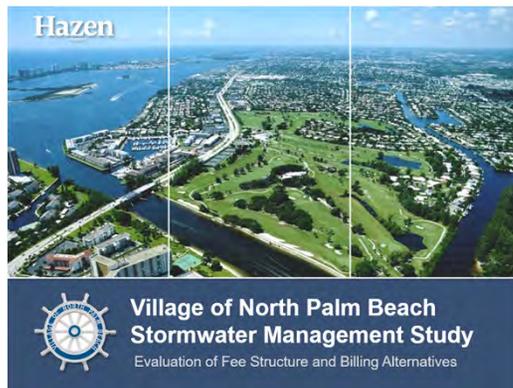


- The timing and schedule for implementation of Capital Investments identified in the Master Plan will be dependent upon the Village's selected approach to funding; whether projects are undertaken on a pay-as-you-go basis or expedited by bonding. We have the engineering capacity to meet any accelerated schedule the Village may choose.
- The Rehabilitation of failing stormwater infrastructure modeled during the Stormwater Utility Assessment Program development was predicated on a 15-year completion schedule based on current assessment rates.



# We fully understand your Stormwater Assessment Program and how it can be adapted to incorporate the resulting CIP

- Use of Pay-Go or Bonding/Borrowing to fund Program
- Impacts of additional capital on:
  - Annual assessment per ERU
  - Duration to hold the selected rate
- Tailored rate program to meet Village objectives



Number of Years to Complete CIP and Pipe Improvements using Pay Go				
Stormwater Assessment (\$/month increase per ERU increase)	CIP Capital Cost			
	\$1 million	\$2 million	\$4 million	\$6 million
\$0.00	20	27	41	55
\$0.50	17	22	33	44
\$1.00	14	19	28	38
\$1.50	12	16	24	32
\$2.00	11	14	21	29
Number of Years to Pay Off Bond for CIP and Pipe Improvements using Debt Service				
\$0.00	25	Cannot make principal and interest payments on bond		
\$0.50	20	29	47	65
\$1.00	17	24	39	55
\$1.50	15	21	34	47
\$2.00	13	19	30	42

Note baseline Pipe Improvements plan implemented over 15 years.



# Our prowess in securing funding for municipal clients is another bonus

Success in this capacity further helps control assessment rates



## \$185 Million

In funding for water infrastructure projects over the last two years.

**Seth Robertson, PE**, formerly served as the national co-chair of the EPA and State SRF workgroup and understands national funding priorities.

**Seth Robertson, PE**

Grant Coordination/Funding Expert

Over the past ten years, **Hazen has secured over \$4.1 billion in grant and loan funding to support capital infrastructure projects.**

**WIFIA**  
PROGRAM

### \$1.4 Billion

in funding approvals over four years



**FEMA**

### \$1.1 Billion

in funding to recover from disasters and harden infrastructure



### \$350 Million

to fund resilient infrastructure

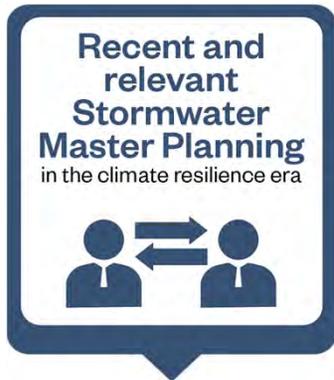


### \$1.0 Billion

across the country



## Selection of the Hazen Team provides the following keys to a dynamic and successful Master Plan



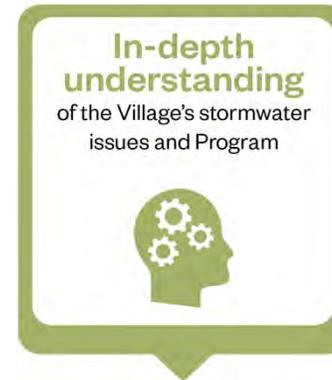
### Proof

- Miami-Dade County
- Broward County
- Fort Lauderdale
- Oakland Park
- Coral Gables



### Proof

- Model Scenarios
- Boundary Conditions
- Data Collection
- Modeling Processes
- Standard Details/ Specifications



### Proof

- Stormwater Assessment Program/Rate Study
- Reviewed Field Issues



### Proof

- Multi-decade consultant to local governments
- Jupiter
  - Palm Beach County
  - Many Others



# Questions





## Funding Sources

American Rescue Plan Act (ARPA)

Resilient Florida Grant Program

Hazard Mitigation Grant Program (HMGP)

Flood Mitigation Assistance (FMA)

Building Resilient Infrastructure and Communities (BRIC)

Resilience Implementation Grants (RIGs)

319 Nonpoint Source Grant Program

**VILLAGE OF NORTH PALM BEACH**  
**Parks and Recreation**

---

TO: Honorable Mayor and Council  
THRU: Andrew D. Lukasik, Village Manager  
FROM: Zakariya M. Sherman, Director of Leisure Services  
DATE: May 12, 2022  
SUBJECT: **RESOLUTION** – Interlocal Agreement with the Town of Lake Park for Summer Camp

---

The Town of Lake Park cannot host their 2022 Summer Camp Program this year. They were unable to hire a new Recreation Supervisor in time to oversee the program.

As a result, the Town is hoping to partner with the Village so Lake Park residents can have a local summer camp option. If approved, the Interlocal Agreement would allow Lake Park residents to participate in the Village's Summer Camp at the Village resident rate of \$225.00 per week.

A similar Interlocal Agreement between the Town of Lake Park and the Village was adopted in 2016.

Since spots remain open, the agreement will have a positive fiscal impact. Recreation is accepting 45 campers per week.

There is no fiscal impact to the Village.

The attached Resolution and Agreement have been prepared/reviewed by your Village Attorney for legal sufficiency.

**Recommendation:**

**Village Staff requests Council consideration and approval of the attached Resolution adopting an Interlocal Agreement with the Town Lake Park for Summer Camp services and authorizing the Mayor and Village Clerk to execute the Agreement in accordance with Village policies and procedures.**

**RESOLUTION 2022-\_\_\_\_\_**

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH THE TOWN OF LAKE PARK PERTAINING TO THE VILLAGE’S SUMMER CAMP PROGRAM AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies to enter into interlocal agreements for the performance of public functions; and

WHEREAS, the Town of Lake Park (“Town”) is unable to host its annual summer camp program and proposed an Interlocal Agreement whereby the Town will subsidize the cost of pre-qualified Town residents to attend the Village’s summer camp program and the Village will allow such campers to participate at the Village resident rate on a first come, first served space available basis; and

WHEREAS, the Village Council determines that the execution of the Interlocal Agreement with the Town is in the interests of the public health, safety and welfare.

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

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

Section 2. The Village Council hereby approves an Interlocal Agreement between the Town of Lake Park and the Village pertaining to the Village’s summer camp program, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Interlocal Agreement on behalf of the Village.

Section 3. This Resolution shall become effective immediately upon adoption.

PASSED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

(Village Seal)

\_\_\_\_\_

MAYOR

ATTEST:

\_\_\_\_\_

VILLAGE CLERK

**INTERLOCAL AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND THE  
VILLAGE OF NORTH PALM BEACH PERTAINING TO THE VILLAGE OF NORTH  
PALM BEACH'S SUMMER CAMP PROGRAM**

This Interlocal Agreement ("Agreement") is made and entered into this \_\_\_\_ day of May, 2022 by and between the Village of North Palm Beach, a municipal corporation of the State of Florida ("Village") and the Town of Lake Park, a municipal corporation of the State of Florida ("Town"). The Village and the Town are hereinafter referred to collectively as the Parties.

**WITNESSETH:**

**WHEREAS**, the Parties are authorized to enter into this Agreement pursuant to Section 163.01, Florida Statutes, which permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage; and

**WHEREAS**, the Parties executing this Agreement desire to cooperate to provide summer camp programs to the children of the Town; and

**WHEREAS**, the Agreement would permit children residing in the Town to participate in the Village's summer camp program.

**NOW THEREFORE**, the Parties, in consideration of the mutual benefits flowing from each to the other, do hereby agree as follows:

**SECTION 1. PURPOSE**

The Town and the Village are entering into this Agreement to permit residents of the Town to participate in the Village's Summer Camp Program at the Village resident rate of \$250.00 per week during the summer.

**SECTION 2. RESPONSIBILITIES OF THE TOWN AND VILLAGE**

- a. The Town shall notify Lake Park residents of the option to participate in the Village's Summer Camp Program at the Village's resident rate.
- b. The Village shall make available to Town residents on a first come, first served space available basis, its Summer Camp Program for children ages 8 to 14 at the \$225.00 per week rate paid by Village residents.
- c. Eligible Town Campers shall sign up for the Village's Summer Camp Program with the Village's Leisure Services Department and make payments in the same manner as any other camper. Eligible Town campers shall pay \$125.00 per week for each week of participation in the Summer Camp Program. The Town shall pay a subsidy of \$100.00 per week for all Town

campers. The Village shall notify the Town of all payments made by Town campers, and the Town shall pay a portion within five (5) business days of receipt of such notice.

### **SECTION 3. TERM**

This Agreement shall be effective on the date it is executed by both parties and shall remain in effect until July 31, 2022, or until such time as each party has completed its obligations pursuant to this Agreement, whichever shall last occur.

### **SECTION 4. INDEMNIFICATION**

The Town shall indemnify, defend and hold harmless the Village against any actions, claims or damages arising out of the Town's negligence in connection with this Agreement, to the extent permitted by law. The Village shall indemnify, defend and hold harmless the Town against any actions, claims or damages arising out of the Village's negligence in connection with this Agreement, to the extent permitted by law. The foregoing indemnification shall not constitute a waiver of sovereign immunity for any party beyond the limits set forth in Section 768.28, Florida Statutes.

### **SECTION 5. MISCELLANEOUS PROVISIONS**

- a. *Joint Preparation.* The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be constructed more severely against any of the parties.
- b. *Binding Effect.* All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives of successors; but no person not a direct party to this Agreement shall be or be deemed to be a legally-entitled third-party beneficiary hereof.
- c. *Non-Assignment.* This Agreement may not be assigned by the Town or the Village without the prior written consent of both parties.
- d. *Governing Law and Venue.* This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Florida. Venue for all proceedings in connection herewith shall be exclusively in Palm Beach County, Florida.
- e. *Waiver.* No delay or failure by the Town or the Village in enforcing or insisting on strict performance of any of the terms or provisions hereof shall be deemed a waiver of any other or further term or provision of similar or dissimilar nature or of any continuing waiver.

- f. *Termination.* This Agreement may be terminated, with or without cause, by either party by providing ten (10) days written notice to the other party. Notwithstanding termination of the Agreement, any Town camper enrolled in a Village Summer Camp Program shall be permitted to complete all sessions for which payment has already been remitted to the Village by both the Town camper and the Town.
- g. *Notice.* All formal notices affecting the terms or provisions of this Agreement shall be in writing and delivered in person or sent by registered or certified mail to the municipality as designated below, until such time as the municipality furnished other written instructions for such other notice delivery.

For Town of Lake Park	For Village of North Palm Beach
John D'Agostino, Town Manager 535 Park Avenue Lake Park, FL 33403	Andy D. Lukasik, Village Manager 501 U.S. Highway One North Palm Beach, FL 33408

- h. *Entire Agreement.* This Agreement represents the entire understanding and agreement between the parties with respect to the subject matter hereof. There are no promised, terms, conditions or obligations other than those herein contained. This Agreement shall supersede all previous communications, representations, proposals or agreements, either oral or written, between the municipalities hereto and not herein contained. No amendment or modification of the Agreement shall be reduced to writing, executed, delivered and filed with the Clerk of Court of Palm Beach County with the same formalities of this Agreement.

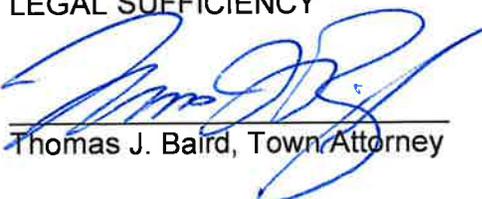
**IN WITNESS WHEREOF**, each of the parties has authorized and caused this Agreement to be made and executed in triplicate (one for each party and one for filing).

ATTEST:

By:   
Vivian Mendez, CMC Town Clerk

TOWN OF LAKE PARK  
By:   
Michael O'Rourke, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

  
Thomas J. Baird, Town Attorney

ATTEST:

VILLAGE OF NORTH PALM BEACH

By: \_\_\_\_\_  
Jessica Green, CMC, Village Clerk

By: \_\_\_\_\_  
Deborah Searcy, Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

\_\_\_\_\_  
Leonard G. Rubin, Village Attorney

**RESOLUTION NO. 28-05-22**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND THE VILLAGE OF NORTH PALM BEACH PERTAINING TO THE VILLAGE OF NORTH PALM BEACH'S SUMMER CAMP PROGRAM; AND PROVIDING FOR AN EDEFFECTIVE DATE.**

**WHEREAS**, the Town of Lake Park, Florida (hereinafter "Town") is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, due to insufficient staffing in the Special Events Department the Town will be unable to host its annual Summer Camp Program during the summer of 2022; and

**WHEREAS**, the Special Events Director discussed with the North Palm Beach Director of Leisure Services the purpose of entering into an arrangement to enable children residing within the Town to attend the 2022 Summer Camp Program of the Village of North Palm Beach (hereinafter "Village") at the Village's resident rate and to develop and Interlocal Agreement setting forth the terms and conditions for such arrangement; and

**WHEREAS**, the Town Commission has reviewed the Interlocal Agreement between the Town and the Village pertaining to the Village's Summer Camp Program, a copy of which is attached hereto and incorporated herein as **Exhibit A**, and has determined that it is the best interest of the Town to enter into such agreement.

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

**Section 1.** The whereas clauses are true and correct and are incorporated herein.

**Section 2.** The Town Commission hereby authorizes and directs the Mayor to execute the Interlocal Agreement between the Town of Lake Park and the Village of North Palm Beach pertaining to the Village of North Palm Beach's Summer Camp Program, a copy of which is attached hereto and incorporated herein as **Exhibit A**.

The foregoing Resolution was offered by Commissioner Taylor, who moved its adoption. The motion was seconded by Commissioner Linden, and upon being put to a roll call vote, the vote was as follows:

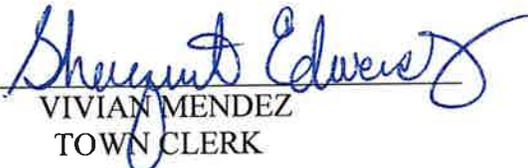
	AYE	NAY
MAYOR MICHAEL O'ROURKE	<input checked="" type="checkbox"/>	<input type="checkbox"/>
VICE-MAYOR KIMBERLY GLAS-CASTRO	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMISSIONER JOHN LINDEN	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMISSIONER ROGER MICHAUD	<input type="checkbox"/>	<u>ABSENT</u>
COMMISSIONER MARY BETH TAYLOR	<input checked="" type="checkbox"/>	<input type="checkbox"/>

The Town Commission thereupon declared the foregoing Resolution No. 28-05-22 duly passed and adopted this 4<sup>th</sup> day of May, 2022.

TOWN OF LAKE PARK, FLORIDA

BY:   
MICHAEL O'ROURKE  
MAYOR

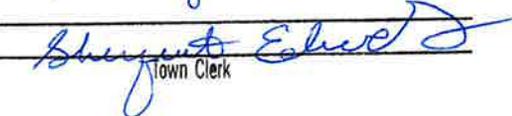
ATTEST:

  
VIVIAN MENDEZ  
TOWN CLERK

Approved as to form and legal sufficiency:

BY:   
THOMAS J. BAIRD  
TOWN ATTORNEY



Certification  
 Clerk of the Town of Lake Park  
 Florida, do hereby certify that the foregoing is a true and correct copy of  
 the original instrument as contained in the official records of the Town.  
 Witness my hand and the Official Seal of the Town of Lake Park This  
4<sup>th</sup> day of May 2022  
 Town Seal   
 Town Clerk