



VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA - **REVISED**

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, FEBRUARY 13, 2025
6:00 PM

Susan Bickel
Mayor

Deborah Searcy
Vice Mayor

Lisa Interlandi
President Pro Tem

Kristin Garrison
Councilmember

Orlando Puyol
Councilmember

Chuck Huff
Village Manager

Leonard G. Rubin
Village Attorney

Jessica Green
Village Clerk

INSTRUCTIONS FOR "WATCH LIVE" MEETING

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

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

ROLL CALL

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS, AND MODIFICATIONS TO THE AGENDA

AWARDS AND RECOGNITION

1. Appreciation for Years of Service - Retired Police Chief Richard Jenkins
2. Proclamation - 211 Awareness Month

COUNCIL BUSINESS MATTERS

STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

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

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

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

CONSENT AGENDA

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

3. **RESOLUTION** – Approving Amendments to existing Contracts with Precision Landscape Company of Palm Beach County, Inc. and Salgado Tree Trimming, LLC for Tree Trimming, Management and Maintenance Services amending the Scope of Services and increasing the amount of compensation during any single fiscal year from \$50,000 to \$100,000; and authorizing execution of the Amendments.
4. **RESOLUTION** – Approving an Interlocal Agreement with Palm Beach County to Redetermine, Re-Adopt, and Ratify the Existing Distribution Formula for the Six (6) Cent Local Option Fuel Tax; and authorizing execution of the Agreement.
5. Receive for file Minutes of the Golf Advisory Board meeting held 10/14/24.
6. Receive for file Minutes of the Library Advisory Board meetings held 10/22/24 and 11/26/24.
7. Receive for file Minutes of the Waterways Advisory Board meetings held 10/22/24 and 1/29/25.
8. Receive for file Minutes of the Business Advisory Board meeting held 11/19/24.
9. Receive for file Minutes of the Planning, Zoning and Adjustment Board meeting held 1/7/25.

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

10. **PUBLIC HEARING AND 2ND READING OF ORDINANCE 2025-02 – CODE AMENDMENT – DISSOLVING THE GOLF ADVISORY BOARD AND FORMING A NEW COUNTRY CLUB ADVISORY BOARD** Consider a motion to adopt and enact on second reading Ordinance 2025-02 amending Chapter 9, "Country Club," of the Village Code of Ordinances by repealing Article II, "Golf Advisory Board," in its entirety and adopting a new Article II, "Country Club Advisory Board."
11. **1ST READING OF ORDINANCE 2025-03 – CODE AMENDMENT – PERMISSIBLE TIME FOR CONSTRUCTION ACTIVITY** Consider a motion to adopt on first reading Ordinance 2025-03 amending Article VI, "Noise Control," of Chapter 19, "Offenses and Miscellaneous Provisions," of the Village Code of Ordinances by amending Section 19-104, "Permissible Hours for Construction Activity," to modify the permissible hours for construction activity and the use of power-driven machinery.
12. **1ST READING OF ORDINANCE 2025-04 – CODE AMENDMENT – PENSION AND CERTAIN OTHER BENEFITS FOR FIRE AND POLICE EMPLOYEES** Consider a motion to adopt on first reading Ordinance 2025-04 amending Division 4, "Pension and Certain other Benefits for Fire and Police Employees," of Article V, "Pensions and Retirements Systems," of Chapter 2 "Administration," of the Village Code of Ordinances to implement changes to Retirement Benefits resulting from Collective Bargaining with the Union representing the Village's Firefighter employees.
13. **MOTION** – Approving the Contract with Old Dixie Highway Realty LLC for the purchase of property located at 9555 Old Dixie Highway and the adjacent eastern parcel at a total cost of \$1,065,000; and authorizing the Village Manager to take all steps necessary to effectuate the purchase in accordance with Village policies and procedures.
14. **1ST READING OF ORDINANCE 2025-05 – GENERAL FUND BUDGET AMENDMENT** Consider a motion to adopt on first reading Ordinance 2025-05 amending the adopted General Fund Budget to provide for funding for the purchase of real property for a new Public Works Department Facility; transferring \$1,065,000 from the Unassigned Fund Balance to the Capital Projects Fund Public Works Land Acquisition Capital Account.

OTHER VILLAGE BUSINESS MATTERS

15. RESOLUTION – FISCAL YEAR 2025 BLANKET PURCHASE ORDER FOR SIDEWALK REMOVAL AND REPLACEMENT Consider a motion to adopt a resolution approving a Blanket Purchase Order with Flying Scot Inc. for sidewalk removal and replacement in the amount of \$200,000.

16. DISCUSSION – Tree Preservation Process

COUNCIL AND ADMINISTRATION MATTERS

MAYOR AND COUNCIL MATTERS/REPORTS

VILLAGE MANAGER MATTERS/REPORTS

17. DISCUSSION – March Meeting Calendar

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.

**VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Marc Holloway, Field Operations Manager

DATE: February 13, 2025

SUBJECT: **RESOLUTION – Approving Amendments to the Contracts with Precision Landscape Company of Palm Beach County, Inc. and Salgado Tree Trimming, LLC for Tree Trimming Services in the Village of North Palm Beach by adding the Public Works Department to scope of the Contracts.**

Through the adoption of Resolution No. 2024-29 on April 11, 2024, the Village Council approved Contracts procured by the Parks and Recreation Department with Precision Landscape Company of Palm Beach County, Inc. and Salgado Tree Trimming, LLC for tree trimming services. Village Staff recommends amending those Contracts to include tree trimming services required by the Public Works Department and to increase the amount of compensation from \$50,000 to \$100,000 annually to support Village-side tree trimming operations.

The current tree trimming Contract utilized by the Public Works Department with Precision Landscaping Company of Palm Beach County, Inc. is set to expire in May 2025. To streamline vendor usage across departments with similar scopes of work, Public Works requests approval of these Amendments.

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

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
General Fund	Public Works/ Streets & Grounds	A7321-33491	Contractual Services	\$100,000

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving Amendments to the tree trimming contracts with Precision Landscape Company of Palm Beach County, Inc. and Salgado Tree Trimming, LLC to include services required by the Public Works Department and to increase the amount of annual compensation to \$100,000 and authorizing the Mayor and Village Clerk to execute the Amendments in accordance with Village policies and procedures.

RESOLUTION 2025-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AMENDMENTS TO EXISTING CONTRACTS WITH PRECISION LANDSCAPE COMPANY OF PALM BEACH COUNTY, INC. AND SALGADO TREE TRIMMING, LLC FOR TREE TRIMMING, MANAGEMENT, AND MAINTENANCE SERVICES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AMENDMENTS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution 2024-29 on April 11, 2024, the Village Council approved Contracts with Precision Landscape Company of Palm Beach County, Inc. and Salgado Tree Trimming, LLC for tree trimming, management, and maintenance services; and

WHEREAS, the Village wishes to amend the Scope of Services to include tree trimming, management, and maintenance services required by the Village’s Public Works Department and to increase the amount of compensation during any single fiscal year from \$50,000 to \$100,000; and

WHEREAS, the Village Council 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 THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

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

Section 2. The Village Council hereby approves an Amendment to the Contract with Precision Landscape Company of Palm Beach County, Inc. and an Amendment to the Contract with Salgado Tree Trimming, LLC for tree trimming, management, and maintenance services, copies of which are attached hereto and incorporated herein, to expand the Scope of Services and increase the annual compensation and authorizes the Mayor and Village Clerk to execute the Amendments on behalf of the Village. The additional funds shall be expended from Account No. A7321-33491 (Public Works/Streets & Ground – Contractual Services).

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 its adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

AMENDMENT TO CONTRACT

THIS AMENDMENT is made as of the _____ day of _____, 2025, 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 the VILLAGE, and PRECISION LANDSCAPE CO. OF PALM BEACH COUNTY, INC., a Florida corporation, hereinafter referred to as the VENDOR.

WHEREAS, on April 11, 2024, the VILLAGE and VENDOR executed a Contract for tree trimming services for the VILLAGE’s Parks and Recreation Department; and

WHEREAS, the parties wish to amend the scope of work set forth in the Contract to include tree trimming services required by the VILLAGE’s Public Works Department and to increase the amount of annual compensation.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Contract, as amended, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the VILLAGE and VENDOR agree as follows:

1. The foregoing recitals are ratified and incorporated herein.
2. Section 1 of the Contract is amended by including within the VENDOR’s Scope of Services tree and palm trimming, management, and maintenance services required by the VILLAGE’s Public Works Department, including, but not limited to, tree and palm trimming services for rights-of-way located within the VILLAGE’s corporate limits.
3. Section 4.A of the Contract is amended to increase the total amount of compensation during any single fiscal year (October 1st through September 30th) from \$50,000 to \$100,000.
4. All other provisions of the Contract, to the extent not expressly amended herein, shall remain in full force and effect.

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

VENDOR:
PRECISION LANDSCAPE CO. OF PALM BEACH COUNTY, INC.

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

BY: _____
SUSAN BICKEL
MAYOR

ATTEST:

BY: _____
JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
VILLAGE ATTORNEY

AMENDMENT TO CONTRACT

THIS AMENDMENT is made as of the _____ day of _____, 2025, 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 the VILLAGE, and SALGADO TREE TRIMMING, LLC, a Florida limited liability company, hereinafter referred to as the VENDOR.

WHEREAS, on April 11, 2024, the VILLAGE and VENDOR executed a Contract for tree trimming services for the VILLAGE’s Parks and Recreation Department; and

WHEREAS, the parties wish to amend the scope of work set forth in the Contract to include tree trimming services required by the VILLAGE’s Public Works Department and to increase the amount of annual compensation.

NOW, THEREFORE, in consideration of the mutual covenants set forth in the Contract, as amended, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the VILLAGE and VENDOR agree as follows:

1. The foregoing recitals are ratified and incorporated herein.
2. Section 1 of the Contract is amended by including within the VENDOR’s Scope of Services tree and palm trimming services required by the VILLAGE’s Public Works Department, including, but not limited to, tree and palm trimming services for rights-of-way located within the VILLAGE’s corporate limits.
3. Section 4.A of the Contract is amended to increase the total amount of compensation during any single fiscal year (October 1st through September 30th) from \$50,000 to \$100,000.
4. All other provisions of the Contract, to the extent not expressly amended herein, shall remain in full force and effect.

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

VENDOR:
SALGADO TREE TRIMMING, LLC

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

BY: _____
SUSAN BICKEL
MAYOR

ATTEST:

BY: _____
JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____
VILLAGE ATTORNEY

RESOLUTION 2024-29

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING PROPOSALS SUBMITTED BY PRECISION LANDSCAPE COMPANY OF PALM BEACH COUNTY, INC. AND SALGADO TREE TRIMMING, LLC FOR TREE TRIMMING, MANAGEMENT, AND MAINTENANCE SERVICES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE NON-EXCLUSIVE CONTRACTS FOR SUCH SERVICES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village issued a Request for Proposals for Tree Trimming, Management, and Maintenance Services (“RFP”) and received five proposals in response to the RFP; and

WHEREAS, the Selection Committee reviewed and evaluated the proposals in accordance with the criteria set forth in the RFP and based on such evaluation, Village Staff recommended accepting the proposals submitted by Precision Landscape Company of Palm Beach County, Inc. and Salgado Tree Trimming, LLC and executing non-exclusive contracts with both companies; and

WHEREAS, the Village Council 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 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 accepts the proposals from Precision Landscape Company of Palm Beach County, Inc. and Salgado Tree Trimming, LLC for tree trimming, management, and maintenance services and authorizes the Mayor and Village Clerk to execute Contracts for such services, copies of which are attached hereto and incorporated herein. The total amount for each Contract shall not exceed \$50,000.00 during any single fiscal year, with funds expended from Account No. A8028-33491 (Recreation – Contractual Services).

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

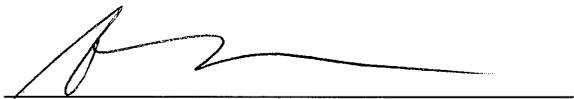
Section 4. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 11TH DAY OF APRIL, 2024.



AT REST★

VILLAGE CLERK


MAYOR

CONTRACT

This Contract is made as of the 11th day of April, 2024, 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 the VILLAGE, and SALGADO TREE TRIMMING, LLC, a Florida limited liability company, hereinafter referred to as the VENDOR.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that the VENDOR shall provide to the VILLAGE all goods and services necessary to provide **Tree Trimming, Management, and Maintenance Services** pursuant to the terms and conditions of this Contract.

SECTION 1: SCOPE OF SERVICES OF THE VENDOR.

The Scope of Work is for **Tree Trimming, Management, and Maintenance Services** in accordance with the Request for Proposals issued by the Village, and VENDOR's Proposal submitted in response to the Request for Proposals, which are incorporated herein by reference. This Contract is non-exclusive.

SECTION 2: TERM OF CONTRACT.

A. This Contract shall become effective on the date set forth above and shall remain in effect for a period of three (3) years, unless earlier terminated in accordance with Section 7. This Contract shall automatically renew for three (3) additional one (1) year periods upon the same terms and conditions contained herein unless either party provides the other party with ninety (90) days' written notice of its intent not to renew prior to the expiration of the initial term or renewal term. Any variation to the terms and conditions set forth herein shall be in writing and signed by both parties.

B. The VENDOR shall not be entitled to an increase in the agreed to compensation resulting from this Contract or payment or compensation of any kind from the VILLAGE for direct, indirect, consequential, impact or other costs, expenses, or damages.

SECTION 3: VILLAGE'S REPRESENTATIVE.

Unless otherwise specified by the VILLAGE, the VILLAGE's representative shall be Zakariya Sherman, Director of Leisure Services. The Village Manager or Village Representative shall have the right at all reasonable times during the term of this Contract to inspect or otherwise evaluate the work being performed thereunder and the premises in which it is being performed.

SECTION 4: COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate the VENDOR for providing **Tree Trimming, Management, and Maintenance Services** and for which Purchase Orders are issued in accordance with VENDOR's Proposal, which is attached hereto and incorporated herein by reference. The total amount of compensation shall not exceed \$50,000 during any single fiscal year (October 1 through September 30th).

B. In order for both parties herein to close their books and records, VENDOR will clearly

state “final invoice” on the VENDOR’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 the VENDOR. The VILLAGE will not be liable for any invoice from the VENDOR submitted thirty (30) days after the provision of all goods and services.

SECTION 5: INDEMNIFICATION.

A. The VENDOR shall indemnify and save harmless and defend the VILLAGE, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the VENDOR, its agents, servants or employees in the performance of services under this Contract.

B. The VENDOR further agrees to indemnify, save harmless and defend the VILLAGE, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the VENDOR its agents, servants, or employees not included in the paragraph above and for which the VILLAGE, its agents, servants or employees are alleged to be liable.

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 VENDOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in §768.28, Florida Statutes.

SECTION 6: PERSONNEL.

A. The VENDOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract.

B. All of the services required hereunder shall be performed by the VENDOR 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.

C. All of the VENDOR’s personnel (and all sub-contractors OR sub-consultants) while on VILLAGE premises, will comply with all VILLAGE requirements governing conduct, safety, and security.

SECTION 7: TERMINATION.

This Contract may be cancelled by the VENDOR upon thirty (30) 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 the VENDOR. It may also be terminated, in whole or in part, by the VILLAGE without cause upon thirty (30) days written notice to the VENDOR. The VILLAGE may also terminate this Contract with written notice of cause to the VENDOR, who fails to cure such cause within ten (10) days of the receipt of the VILLAGE’s notice. Unless the VENDOR is in breach of this Contract, the VENDOR 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, the VENDOR 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.

SECTION 8: FEDERAL AND STATE TAX.

The VILLAGE is exempt from payment of Florida State Sales and Use Tax. Unless purchased directly by the VILLAGE, the VENDOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the VENDOR authorized to use the VILLAGE's Tax Exemption Number in securing such materials.

SECTION 9: INSURANCE.

A. Prior to commencing any work, the VENDOR shall provide certificates evidencing insurance coverage as required in the Request of Proposals. 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 VENDOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section 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. Failure to comply with the foregoing requirements shall not relieve the VENDOR of its liability and obligations under this Contract.

B. 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.

C. All insurance, other than Worker's Compensation, to be maintained by the VENDOR shall specifically include the VILLAGE as an Additional Insured.

SECTION 10: SUCCESSORS AND ASSIGNS.

The VILLAGE and the VENDOR 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 the VENDOR 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 the VENDOR.

SECTION 11: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.

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 VILLAGE and the VENDOR **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.**

SECTION 12: INDEPENDENT CONTRACTOR RELATIONSHIP.

The VENDOR is, and shall be, in the performance of all Services under this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Services performed pursuant to this Contract shall at all times, and in all places, be subject to the VENDOR'S sole direction, supervision, and control. The VENDOR shall exercise control over the means and manner in which it and its employees perform the Services.

SECTION 13: ACCESS AND AUDITS.

The VENDOR 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 section for the purpose of inspection or audit during normal business hours, at the VENDOR's place of business. In no circumstances will VENDOR be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 14: NONDISCRIMINATION.

The VENDOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status or sexual orientation.

SECTION 15: 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.

SECTION 16: SEVERABILITY.

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.

SECTION 17: MODIFICATIONS OF WORK.

A. The VILLAGE reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the VENDOR of the VILLAGE's notification of a contemplated change, the VENDOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the VILLAGE of any estimated change in the completion date, and (3) advise the VILLAGE if the contemplated change shall effect the VENDOR's ability to meet the completion dates or schedules of this Contract.

B. If the VILLAGE so instructs in writing, the VENDOR shall suspend work on that portion of the work affected by the contemplated change, pending the VILLAGE's decision to proceed with the change.

C. If the VILLAGE elects to make the change, the VILLAGE shall initiate a Change to the Purchase Order and the VENDOR shall not commence work on any such change until such revised Purchase Order is received.

SECTION 18: PUBLIC ENTITY CRIMES.

VENDOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a VENDOR, supplier, sub- VENDOR or VENDOR under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. The VENDOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute.

SECTION 19: PROTECTION OF WORK AND PROPERTY.

A. The VENDOR shall continuously maintain adequate protection of all work from damage, and shall protect the VILLAGE's 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 VENDOR shall provide any necessary materials to maintain such protection.

B. The VENDOR 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.

SECTION 20: WARRANTY/GUARANTY.

VENDOR warrants that its goods and services under this Contract will be free of defects in materials and workmanship for a period of one (1) year following the provision of said goods and services.

SECTION 21: COMPLIANCE WITH LAWS.

VENDOR shall, in performing the services contemplated by this Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract.

SECTION 22: 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
Village Manager
501 U.S. Highway One
North Palm Beach, FL 33408

and if sent to the VENDOR shall be mailed to:

Salgado Tree Trimming, LLC
Attn: Rodney Christopher, Manager
924 Saint James Street
West Palm Beach, FL 33415

SECTION 23: ENTIRETY OF CONTRACTUAL AGREEMENT.

The VILLAGE and the VENDOR 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. In the event of a conflict between this Contract and the VILLAGE's Request for Proposals and the VENDOR's Proposal, this Contract shall take precedence with the VILLAGE's Request for Qualifications taking precedence over the VENDOR's proposal. All such documents shall be read in a manner so as to avoid a conflict.

SECTION 24: WAIVER.

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.

SECTION 25: PREPARATION.

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

SECTION 26: 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.

SECTION 27: WAIVER OF SUBROGATION.

VENDOR 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 VENDOR 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 VENDOR enter into such an agreement on a pre-loss basis.

SECTION 28: INSPECTOR GENERAL.

VENDOR 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 VENDOR. VENDOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of VENDOR to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of this Contract justifying its termination.

SECTION 29: INVOICING AND PAYMENT.

Payment for any and all invoice(s) that may arise as a result of a Contract or Purchase Order issued pursuant to this Request for Qualifications shall minimally meet the following conditions to be considered as a valid payment request:

- A. A timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract or Purchase Order document, and submitted to:

Village of North Palm Beach
501 U.S. Highway One
North Palm Beach, Florida 33408
ATTN: Accounts Payable

- B. All invoices submitted shall consist of an “original” invoice which clearly references the subject Contract or Purchase Order Number; provide a sufficient salient description to identify the good(s) and/or service(s) for which payment is requested; include and be clearly marked as “partial,” “complete” or “final invoice.”
- C. The invoice shall contain the Proposer’s Federal Employer Identification Number.
- D. All payments made by the Village pursuant to the Contract Documents shall be in

accordance with Florida's Prompt Payment Act (for non-construction).

SECTION 30: ADDITIONAL SERVICES.

If during the contractual period covered by the agreement, additional services are needed, VENDOR may, at the option of the VILLAGE, be engaged to perform these services under the terms of this Contract.

SECTION 31: PUBLIC RECORDS.

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

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

- A. Keep and maintain public records required by the VILLAGE to perform the service.
- B. 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.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the VENDOR does not transfer the records to the VILLAGE.
- D. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of VENDOR or keep and maintain public records required by the VILLAGE to perform the services. If VENDOR transfers all public records to the VILLAGE upon completion of the Contract, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Contract, VENDOR 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.

SECTION 32. PROHIBITION AGAINST CONTINGENT FEES.

VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for VENDOR, to solicit or secure this Contract and that VENDOR has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift or other consideration contingent upon, or resulting from, aware or making of the Contract. For the breach or violation of this provision, the VILLAGE shall have the right to terminate this Contract and its sole discretion, without liability, and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, fit or consideration.

SECTION 33. E-VERIFY.

Pursuant to Section 448.095(5), Florida Statutes, VENDOR shall:

- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;
- B. Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an “unauthorized alien” as defined in Section 448.095(1)(f), Florida Statutes;
- C. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to the VILLAGE upon request;
- D. Comply fully, and ensure all subcontractors comply fully, with Section 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09(1), Florida Statutes (Unauthorized aliens; employment prohibited), shall be grounds for termination of this Contract;
- F. Be aware that a violation of Section 448.095(5) by a subcontractor, and not VENDOR, shall be grounds for the VILLAGE to order VENDOR immediately terminate the contract with the subcontractor; and
- G. Be aware that if the VILLAGE terminates this Contract under Section 448.095(5)(c), Florida Statutes, VENDOR may not be awarded a contract for at least one year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Contract.

[Remainder of page intentionally blank]

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

VENDOR:

SALGADO TREE TRIMMING, LLC

By: DocuSigned by:
Rodney Christopher
84168UDB7E22440...

Print Name: Rodney Christopher

Position: Manager

VILLAGE OF NORTH PALM BEACH

BY: DocuSigned by:
[Signature]
0D34448AE50D433...
SUSAN BICKEL
MAYOR

ATTEST:

BY: DocuSigned by:
Jessica Green
08BE9934B64F420...
JESSICA GREEN
VILLAGE CLERK

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

BY: DocuSigned by:
Leonard G Rubin
CE3B8C5530B845A...
VILLAGE ATTORNEY

CONTRACT

This Contract is made as of the 11th day of April, 2024, 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 the VILLAGE, and PRECISION LANDSCAPE CO. OF PALM BEACH COUNTY, INC., a Florida corporation, hereinafter referred to as the VENDOR.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that the VENDOR shall provide to the VILLAGE all goods and services necessary to provide **Tree Trimming, Management, and Maintenance Services** pursuant to the terms and conditions of this Contract.

SECTION 1: SCOPE OF SERVICES OF THE VENDOR.

The Scope of Work is for **Tree Trimming, Management, and Maintenance Services** in accordance with the Request for Proposals issued by the Village, and VENDOR's Proposal submitted in response to the Request for Proposals, which are incorporated herein by reference. This Contract is non-exclusive.

SECTION 2: TERM OF CONTRACT.

A. This Contract shall become effective on the date set forth above and shall remain in effect for a period of three (3) years, unless earlier terminated in accordance with Section 7. This Contract shall automatically renew for three (3) additional one (1) year periods upon the same terms and conditions contained herein unless either party provides the other party with ninety (90) days' written notice of its intent not to renew prior to the expiration of the initial term or renewal term. Any variation to the terms and conditions set forth herein shall be in writing and signed by both parties.

B. The VENDOR shall not be entitled to an increase in the agreed to compensation resulting from this Contract or payment or compensation of any kind from the VILLAGE for direct, indirect, consequential, impact or other costs, expenses, or damages.

SECTION 3: VILLAGE'S REPRESENTATIVE.

Unless otherwise specified by the VILLAGE, the VILLAGE's representative shall be Zakariya Sherman, Director of Leisure Services. The Village Manager or Village Representative shall have the right at all reasonable times during the term of this Contract to inspect or otherwise evaluate the work being performed thereunder and the premises in which it is being performed.

SECTION 4: COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate the VENDOR for providing **Tree Trimming, Management, and Maintenance Services** and for which Purchase Orders are issued in accordance with VENDOR's Proposal, which is attached hereto and incorporated herein by reference. The total amount of compensation shall not exceed \$50,000 during any single fiscal year (October 1 through September 30th).

B. In order for both parties herein to close their books and records, VENDOR will clearly state “final invoice” on the VENDOR’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 the VENDOR. The VILLAGE will not be liable for any invoice from the VENDOR submitted thirty (30) days after the provision of all goods and services.

SECTION 5: INDEMNIFICATION.

A. The VENDOR shall indemnify and save harmless and defend the VILLAGE, its agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the VENDOR, its agents, servants or employees in the performance of services under this Contract.

B. The VENDOR further agrees to indemnify, save harmless and defend the VILLAGE, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the VENDOR its agents, servants, or employees not included in the paragraph above and for which the VILLAGE, its agents, servants or employees are alleged to be liable.

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 VENDOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in §768.28, Florida Statutes.

SECTION 6: PERSONNEL.

A. The VENDOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract.

B. All of the services required hereunder shall be performed by the VENDOR 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.

C. All of the VENDOR’s personnel (and all sub-contractors OR sub-consultants) while on VILLAGE premises, will comply with all VILLAGE requirements governing conduct, safety, and security.

SECTION 7: TERMINATION.

This Contract may be cancelled by the VENDOR upon thirty (30) 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 the VENDOR. It may also be terminated, in whole or in part, by the VILLAGE without cause upon thirty (30) days written notice to the VENDOR. The VILLAGE may also terminate this Contract with written notice of cause to the VENDOR, who fails to cure such cause within ten (10) days of the receipt of the VILLAGE’s notice. Unless the VENDOR is in breach of this Contract, the VENDOR 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, the VENDOR 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.

SECTION 8: FEDERAL AND STATE TAX.

The VILLAGE is exempt from payment of Florida State Sales and Use Tax. Unless purchased directly by the VILLAGE, the VENDOR shall not be exempted from paying sales tax to its suppliers for materials used to fill contractual obligations with the VILLAGE, nor is the VENDOR authorized to use the VILLAGE's Tax Exemption Number in securing such materials.

SECTION 9: INSURANCE.

A. Prior to commencing any work, the VENDOR shall provide certificates evidencing insurance coverage as required in the Request of Proposals. 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 VENDOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section 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. Failure to comply with the foregoing requirements shall not relieve the VENDOR of its liability and obligations under this Contract.

B. 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.

C. All insurance, other than Worker's Compensation, to be maintained by the VENDOR shall specifically include the VILLAGE as an Additional Insured.

SECTION 10: SUCCESSORS AND ASSIGNS.

The VILLAGE and the VENDOR 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 the VENDOR 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 the VENDOR.

SECTION 11: DISPUTE RESOLUTION, LAW, VENUE AND REMEDIES.

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 VILLAGE and the VENDOR **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.**

SECTION 12: INDEPENDENT CONTRACTOR RELATIONSHIP.

The VENDOR is, and shall be, in the performance of all Services under this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Services performed pursuant to this Contract shall at all times, and in all places, be subject to the VENDOR'S sole direction, supervision, and control. The VENDOR shall exercise control over the means and manner in which it and its employees perform the Services.

SECTION 13: ACCESS AND AUDITS.

The VENDOR 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 section for the purpose of inspection or audit during normal business hours, at the VENDOR's place of business. In no circumstances will VENDOR be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 14: NONDISCRIMINATION.

The VENDOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status or sexual orientation.

SECTION 15: 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.

SECTION 16: SEVERABILITY.

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.

SECTION 17: MODIFICATIONS OF WORK.

A. The VILLAGE reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the VENDOR of the VILLAGE's notification of a contemplated change, the VENDOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change, (2) notify the VILLAGE of any estimated change in the completion date, and (3) advise the VILLAGE if the contemplated change shall effect the VENDOR's ability to meet the completion dates or schedules of this Contract.

B. If the VILLAGE so instructs in writing, the VENDOR shall suspend work on that portion of the work affected by the contemplated change, pending the VILLAGE's decision to proceed with the change.

C. If the VILLAGE elects to make the change, the VILLAGE shall initiate a Change to the Purchase Order and the VENDOR shall not commence work on any such change until such revised Purchase Order is received.

SECTION 18: PUBLIC ENTITY CRIMES.

VENDOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a VENDOR, supplier, sub-VENDOR or VENDOR under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. The VENDOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute.

SECTION 19: PROTECTION OF WORK AND PROPERTY.

A. The VENDOR shall continuously maintain adequate protection of all work from damage, and shall protect the VILLAGE's 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 VENDOR shall provide any necessary materials to maintain such protection.

B. The VENDOR 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.

SECTION 20: WARRANTY/GUARANTY.

VENDOR warrants that its goods and services under this Contract will be free of defects in materials and workmanship for a period of one (1) year following the provision of said goods and services.

SECTION 21: COMPLIANCE WITH LAWS.

VENDOR shall, in performing the services contemplated by this Contract, faithfully observe and comply with all federal, state and local laws, ordinances and regulations that are applicable to the services to be rendered under this Contract.

SECTION 22: 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
Village Manager
501 U.S. Highway One
North Palm Beach, FL 33408

and if sent to the VENDOR shall be mailed to:

Precision Landscape Co. of Palm Beach County, Inc.
Attn: Rick Giordano, Project Manager and Arborist
9450 Old Dixie Highway
North Palm Beach, FL 33408

SECTION 23: ENTIRETY OF CONTRACTUAL AGREEMENT.

The VILLAGE and the VENDOR 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. In the event of a conflict between this Contract and the VILLAGE's Request for Proposals and the VENDOR's Proposal, this Contract shall take precedence with the VILLAGE's Request for Qualifications taking precedence over the VENDOR's proposal. All such documents shall be read in a manner so as to avoid a conflict.

SECTION 24: WAIVER.

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.

SECTION 25: PREPARATION.

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

SECTION 26: 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.

SECTION 27: WAIVER OF SUBROGATION.

VENDOR 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 VENDOR 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 VENDOR enter into such an agreement on a pre-loss basis.

SECTION 28: INSPECTOR GENERAL.

VENDOR 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 VENDOR. VENDOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of VENDOR to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of this Contract justifying its termination.

SECTION 29: INVOICING AND PAYMENT.

Payment for any and all invoice(s) that may arise as a result of a Contract or Purchase Order issued pursuant to this Request for Qualifications shall minimally meet the following conditions to be considered as a valid payment request:

- A. A timely submission of a properly certified invoice(s) in strict accordance with the price(s) and delivery elements as stipulated in the Contract or Purchase Order document, and submitted to:

Village of North Palm Beach
501 U.S. Highway One
North Palm Beach, Florida 33408
ATTN: Accounts Payable

- B. All invoices submitted shall consist of an “original” invoice which clearly references the subject Contract or Purchase Order Number; provide a sufficient salient description to

identify the good(s) and/or service(s) for which payment is requested; include and be clearly marked as “partial,” “complete” or “final invoice.”

- C. The invoice shall contain the Proposer’s Federal Employer Identification Number.
- D. All payments made by the Village pursuant to the Contract Documents shall be in accordance with Florida’s Prompt Payment Act (for non-construction).

SECTION 30: ADDITIONAL SERVICES.

If during the contractual period covered by the agreement, additional services are needed, VENDOR may, at the option of the VILLAGE, be engaged to perform these services under the terms of this Contract.

SECTION 31: PUBLIC RECORDS.

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

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

- A. Keep and maintain public records required by the VILLAGE to perform the service.
- B. 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.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the VENDOR does not transfer the records to the VILLAGE.
- D. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of VENDOR or keep and maintain public records required by the VILLAGE to perform the services. If VENDOR transfers all public records to the VILLAGE upon completion of the Contract, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Contract, VENDOR 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.

SECTION 32. PROHIBITION AGAINST CONTINGENT FEES.

VENDOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for VENDOR, to solicit or secure this Contract and that VENDOR has not paid, or agreed to pay, any person, company, corporation, individual or firm, other than a bona fide employee working solely for VENDOR, any fee, commission, percentage, gift or other consideration contingent upon, or resulting from, aware or making of the Contract. For the breach or violation of this provision, the VILLAGE shall have the right to terminate this Contract and its sole discretion, without liability, and to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, fit or consideration.

SECTION 33. E-VERIFY.

Pursuant to Section 448.095(5), Florida Statutes, VENDOR shall:

- A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees pursuant to Section 448.095(2), Florida Statutes, and require all subcontractors do the same;
- B. Secure an affidavit from all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(f), Florida Statutes;
- C. Maintain copies of all subcontractor affidavits for the duration of this Contract and provide the same to the VILLAGE upon request;
- D. Comply fully, and ensure all subcontractors comply fully, with Section 448.095, Florida Statutes;
- E. Be aware that a violation of Section 448.09(1), Florida Statutes (Unauthorized aliens; employment prohibited), shall be grounds for termination of this Contract;
- F. Be aware that a violation of Section 448.095(5) by a subcontractor, and not VENDOR, shall be grounds for the VILLAGE to order VENDOR immediately terminate the contract with the subcontractor; and
- G. Be aware that if the VILLAGE terminates this Contract under Section 448.095(5)(c), Florida Statutes, VENDOR may not be awarded a contract for at least one year after the date on which the Contract is terminated and will be liable for any additional costs incurred by the VILLAGE as a result of the termination of the Contract.

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

VENDOR:

PRECISION LANDSCAPE CO. OF PALM BEACH COUNTY, INC.

By: DocuSigned by:
Vincenzo Giordano
BEC4C80599054F0...

Print Name: Vincenzo Giordano

Position: President

VILLAGE OF NORTH PALM BEACH

BY: DocuSigned by:
[Signature]
0D3A42BAE50D433...
SUSAN BICKEL
MAYOR

ATTEST:

BY: DocuSigned by:
Jessica Green
09B19934B84F420...
JESSICA GREEN
VILLAGE CLERK

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:**

BY: DocuSigned by:
Leonard G Rubin
CB3B8C5530BB45A...
VILLAGE ATTORNEY

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

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: February 13, 2025

SUBJECT: **RESOLUTION** – Approving an Interlocal Agreement with Palm Beach County to Redetermine, Re-Adopt and Ratify Existing Distribution Formula for Six (6) Cent Local Option Fuel Tax.

Palm Beach County's municipalities have historically received a share of the six-cent local option fuel tax collected by the County for roadway and public transportation expenditures. In 1995, the County relieved the six (6) cent local option fuel tax for a thirty-year term, and the County's Fuel Tax Ordinance is set to expire on August 31, 2025.

To meet the statutory requirements to reestablish the fuel tax, the County must execute interlocal agreements with municipalities representing a majority of the population residing within the incorporated areas of the County. To that end, the County has proposed a new Interlocal Agreement whereby 66.6% of the monies collected go to the County and 33.3% of the monies go to the municipalities based on the pro rata share outlined in Exhibit A. Based on the Village's road miles and population, the Village will receive .53988% of the total municipal share portion of the taxes collected. The Fiscal Year 2025 budget anticipates the receipt of \$202,030 in local option fuel tax revenue.

There is no negative financial impact. This is a revenue item as described above.

The attached Resolution and Interlocal Agreement have been prepared and/or reviewed for legal sufficiency by this office.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving an Interlocal Agreement with Palm Beach County to Redetermine, Re-Adopt and Ratify the Existing Distribution Formula for the Six Cent Local Option Fuel Tax and authorizing the Mayor and Village Clerk to execute the Interlocal Agreement in accordance with Village policies and procedures.

RESOLUTION 2025-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AN INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY TO REDETERMINE, RE-ADOPT, AND RATIFY THE EXISTING DISTRIBUTION FORMULA FOR THE SIX (6) CENT LOCAL OPTION FUEL TAX AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AGREEMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County's municipalities have historically received a share of the six-cent local option fuel tax revenue ("Fuel Tax") collected by Palm Beach County for roadway and public transportation expenditures; and

WHEREAS, the County's Fuel Tax Ordinance is set to expire on August 31, 2025; and

WHEREAS, in order to meet the statutory requirements to reestablish the County's Fuel Tax, the County must enter into an interlocal agreement with municipalities representing a majority of the population residing within the incorporated areas of the County; and

WHEREAS, the County has proposed an Interlocal Agreement to Redetermine, Re-Adopt and Ratify Existing Distribution Formula for Six Cent Local Option Fuel Tax relating to the reestablishment and redistribution of the Fuel Tax; and

WHEREAS, the Village Council wishes to approve the Interlocal Agreement and determines that execution of the Agreement is in the best interests of the Village and its residents and serves a valid public purpose.

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 of the Village of North Palm Beach hereby approves the Interlocal Agreement to Redetermine, Re-Adopt and Ratify Existing Distribution Formula for Six Cent Local Option Fuel Tax, 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. All resolutions or parts of resolution in conflict with this Resolution are hereby repealed to the extent of such conflict.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2025.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

INTERLOCAL AGREEMENT TO REDETERMINE, RE-ADOPT AND RATIFY EXISTING DISTRIBUTION FORMULA FOR SIX (6) CENT LOCAL OPTION FUEL TAX

THIS INTERLOCAL AGREEMENT is dated, made, and entered into on this ____ day of _____ 2025, by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as the COUNTY, and Village of North Palm Beach, a municipal corporation located in Palm Beach County, Florida, and organized and existing in accordance with the laws of the State of Florida, hereinafter referred to as the MUNICIPALITY.

WITNESSETH:

WHEREAS, Section 336.025(1)(a), *Florida Statutes* (STATUTE) authorizes a one (1), two (2), three (3), four (4), five (5), and/or six (6) cent local option fuel tax to be levied upon the sale of every gallon of motor fuel and special fuel within the COUNTY; and

WHEREAS, pursuant to the STATUTE, in 1995, the COUNTY re-levied the six (6) cent local option fuel tax (TAX) for a 30 year term, as provided in County Code Chapter 17, Article I, Section 17-3 (1995 ORDINANCE). Pursuant to the STATUTE and prior to enacting the 1995 ORDINANCE, the COUNTY established by interlocal agreement with various municipalities representing a majority of the population of the incorporated area within the COUNTY, the distribution formula for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY (collectively, 1995 INTERLOCAL AGREEMENT); and

WHEREAS, the 1995 ORDINANCE and the 1995 INTERLOCAL AGREEMENT will, by their own terms and in accordance with the STATUTE, terminate on August 31, 2025; and

WHEREAS, the COUNTY desires to once again re-levy and re-impose the TAX for a new 30 year term pursuant to the STATUTE, and enter into this Interlocal Agreement to redetermine the distribution formula for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY; and

WHEREAS, representatives of the COUNTY and the various municipalities, utilizing the Palm Beach County League of Cities, Inc., (LEAGUE) have met and negotiated mutually acceptable terms and conditions for this Interlocal Agreement, which terms are set forth herein; and

WHEREAS, once effective, this Interlocal Agreement re-adopts and ratifies the distribution formula currently in effect for dividing the entire proceeds of the TAX among the COUNTY and all eligible municipalities within the COUNTY.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained and for such other good and valuable consideration, the receipt of which the parties hereby expressly acknowledge, the COUNTY and the MUNICIPALITY hereto covenant and agree to enter into this Interlocal Agreement as follows:

Section 1: This Interlocal Agreement is entered into with the specific contemplation that the Board of County Commissioners of Palm Beach County (BCC) will enact an appropriate ordinance to relevel the TAX to be effective September 1, 2025 (2025 ORDINANCE). In the event the BCC fails or refuses to enact the 2025 ORDINANCE to relevel the TAX, this Interlocal Agreement shall be null and void.

Section 2: The term of this Interlocal Agreement shall be for the same duration as the 2025 ORDINANCE relieving the TAX. Upon the expiration of the levy of the TAX, as provided in the 2025 ORDINANCE, this Interlocal Agreement shall terminate; except that if the BCC reimposes the TAX again as provided in the STATUTE, then this Interlocal Agreement may be renewed as provided for in the STATUTE.

Section 3:

A. All proceeds of the TAX collected pursuant to Section 336.025(1)(a), *Florida Statutes* shall be divided between the COUNTY and the municipalities, as follows (DISTRIBUTION FORMULA):

1. The COUNTY shall receive 66.5648 percent of the TAX collected.
2. The municipalities collectively shall receive 33.4352 percent of the TAX collected (TOTAL MUNICIPAL SHARE).

B. All money shall be collected and distributed to the respective parties as provided in Section 336.025(2), *Florida Statutes*.

C. The MUNICIPALITY (and all other municipalities eligible to participate in the distribution of the proceeds of the TAX) shall receive a pro rata share of the TOTAL MUNICIPAL SHARE pursuant to a formula (MUNICIPAL SHARE FORMULA) that is based seventy percent (70%) on lane miles located within the MUNICIPALITY (and for all other municipalities eligible to

participate in the distribution of the proceeds of the TAX) for which the MUNICIPALITY (or the other eligible municipalities) is responsible for maintenance, and thirty percent (30%) on the population of the MUNICIPALITY (or the other eligible municipalities) based upon the most recent University of Florida Population Estimate. The MUNICIPAL SHARE FORMULA is:

(30% x (Municipality's population/sum of all of Municipalities' population)) + (70% x (Municipality's lane miles/sum of all of Municipalities' lane miles)) = Municipality's Pro Rata Share.

Exhibit A attached hereto and incorporated herein by reference identifies each eligible municipality's pro rata share of the TOTAL MUNICIPAL SHARE. The calculation(s) of the MUNICIPAL SHARE FORMULA may be amended not more than once annually by the Palm Beach County League of Cities, Inc., by the preparation of a new Exhibit A on behalf of the municipalities and based upon changes in the MUNICIPAL SHARE FORMULA and submitting the new Exhibit A to the COUNTY Administrator no later than June 1 of any year. The COUNTY Administrator shall then transmit the new Exhibit A to the Florida Department of Revenue.

D. In the event that a new municipality is incorporated in the COUNTY, the new municipality's share of the TAX shall be provided from the share formerly allocated to the COUNTY and the TOTAL MUNICIPAL SHARE, as set forth below.

1. In the first full fiscal year following incorporation, the new municipality will receive a share based solely on its population, as opposed to the MUNICIPAL SHARE FORMULA that considers lane miles and population, as set forth in Section 3C above. The new municipality's share shall be determined pursuant to **Exhibit B** attached hereto which shows an example of the calculations for a hypothetical new municipality with a population of 40,000.

a. The combined COUNTY and collective municipalities contributions shall equal one hundred percent (100%) of the new municipality's share.

b. Section 3C above shall continue to apply as the MUNICIPAL SHARE FORMULA for the remaining municipalities after their contribution to the new municipality's share as set forth in Section 3 D1 above.

2. In the subsequent fiscal years after the first full fiscal year following incorporation of the new municipality:

a. The percentage allocated to the COUNTY in the DISTRIBUTION FORMULA in Section 3A above, as may be amended, shall be reduced by an amount that reflects the COUNTY's contribution to the new municipality's share, as set forth in Section 3D1, above.

b. Likewise, the TOTAL MUNICIPAL SHARE, including the new municipality, in Section 3A above, as may be amended, shall be increased by an amount that reflects the COUNTY's contribution to the new municipality's share, as set forth in Section 3D1 above.

c. Section 3C below shall apply to the new municipality in all annual distributions in the years after the first full fiscal year following incorporation of the new municipality.

E. In the event an existing municipality in the COUNTY is dissolved, the former municipality's share of the TAX shall be distributed to the COUNTY and to the remaining collective municipalities by applying in reverse the process set forth in Section 3D, above.

F. In the event of proposed legislation which would either create or dissolve a municipality in the COUNTY, the COUNTY and the subject municipality agree that the COUNTY Legislative Delegation and the Florida Legislature (and Governor, if deemed necessary) be made aware of this Interlocal Agreement and appropriately incorporate its provisions into such proposed legislation. The subject municipality may accomplish this by supporting the LEAGUE, as the organization that is in place to convey municipal consensus on legislative matters.

Section 4: This Interlocal Agreement between the COUNTY and the MUNICIPALITY is one of several identical interlocal agreements between the COUNTY and other municipalities providing the same terms for the distribution of the proceeds of the TAX. As such, this Interlocal Agreement along with all other identical interlocal agreements may be executed in multiple counterparts, each of which shall be deemed an original, but all of which combined shall constitute one in the same Interlocal Agreement for purposes of Section 336.025 *Florida Statutes*. The Interlocal Agreement between the COUNTY and the MUNICIPALITY, along with the identical interlocal agreements executed by other municipalities in the COUNTY represent a majority of the incorporated population of the COUNTY.

Section 5: The COUNTY and the MUNICIPALITY agree to meet every two (2) years to

evaluate the method of distribution of the TAX revenues as required by Section 336.025(1)(d), *Florida Statutes*. The MUNICIPALITY and all other municipalities that have executed an identical interlocal agreement shall be collectively represented at said meeting by the Palm Beach County League of Cities, Inc. The COUNTY shall be represented at said meeting by representatives selected by the COUNTY Administrator's Office. The MUNICIPALITY or the COUNTY may call for said meeting by providing thirty (30) days' notice to the other as set forth in Section 12 below.

Section 6: Nothing in this Interlocal Agreement shall preclude either the COUNTY or the MUNICIPALITY from litigating against the other on matters completely unrelated to and not contemplated by this Interlocal Agreement.

Section 7: This Interlocal Agreement shall take effect only upon execution by both the COUNTY and the MUNICIPALITY along with those other municipalities representing a majority of the population of the incorporated areas of the COUNTY. In the event that either the COUNTY fails or refuses to execute this Interlocal Agreement, or fails or refuses to adopt the 2025 ORDINANCE, as more fully described in Section 1 above, or in the event that those municipalities representing a majority of the population of the incorporated areas of the COUNTY fail to execute this Interlocal Agreement, then this Interlocal Agreement shall be null and void and the parties hereto shall have no further rights or responsibilities hereunder.

Section 8: The invalidity of any portion, article, paragraph, provision, clause or any part thereof of this Interlocal Agreement shall have no effect upon the validity of any other part of this Interlocal Agreement.

Section 9: To the extent allowed by law, the venue for any action arising from this Interlocal Agreement shall be in Palm Beach County, Florida.

Section 10: This Interlocal Agreement shall be governed by and in accordance with the laws of the State of Florida.

Section 11: Any costs or expenses including reasonable attorney's fees associated with the enforcement of the terms or conditions of this Interlocal Agreement shall be borne by the respective parties.

Section 12: Any notice required under the provisions of this Interlocal Agreement shall be in writing and shall be delivered by hand or by certified or registered mail, return receipt requested, to:

For the COUNTY:

Palm Beach County
Board of County Commissioners
301 North Olive Avenue
West Palm Beach, Florida 33401

With a copy to:

Palm Beach County
County Attorney
301 North Olive Avenue
West Palm Beach, Florida 33401

For the MUNICIPALITY:

Palm Beach County League of Cities, Inc.
301 North Olive Avenue, 10th Floor
P.O. Box 1989 – Government Center
West Palm Beach, Florida 33402
Attention: Executive Director

With a copy to:

Davis & Associates, P.A.
Attorneys for the Palm Beach County League of Cities, Inc.
701 Northpoint Parkway, Suite 205
West Palm Beach, Florida 33407
Attention: General Counsel

The LEAGUE, upon receipt of any notice proved for herein, shall provide like notice to each municipality that is a party to this Interlocal Agreement and all other identical interlocal agreements. Notice by certified or registered mail, return receipt requested, shall be deemed effective on the date that such notice is deposited with a United States Post Office.

Section 13: The COUNTY and the MUNICIPALITY expressly agree that time is of the essence in this Interlocal Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.

Section 14: The parties hereto expressly covenant and agree that in the event either party is in default of its obligations herein, the party not in default shall provide to the party in default thirty

(30) days written notice to cure said default before exercising any of its rights as provided for in this Interlocal Agreement or as may otherwise exist in law or equity.

Section 15: The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Interlocal Agreement, and in furtherance thereof may demand and obtain records and testimony from the parties and, any, if applicable, subcontractors and lower tier subcontractors. The parties understand and agree that in addition to all other remedies and consequences provided by law, failure of a party or, if applicable, subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed to be a breach of this Interlocal Agreement. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421- 2-440, and may be punished pursuant to Section 125.69, *Florida Statutes*, in the same manner as a second degree misdemeanor.

Section 16: In accordance with Sec. 119.0701, *Florida Statutes*, the parties to this Interlocal Agreement must keep and maintain this Interlocal Agreement and any other records associated therewith. Upon request by either party's custodian of public records, the non-requesting party must provide the requesting party with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. Failure to do so may subject the non-requesting party to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties pursuant to Sec. 119.10, *Florida Statutes*. Further, the parties shall ensure that any exempt or confidential records associated with this Interlocal Agreement are not disclosed except as authorized by law for the duration of the Interlocal Agreement term.

IF EITHER PARTY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS INTERLOCAL AGREEMENT, PLEASE CONTACT THE RECORDS CUSTODIAN FOR THE OTHER PARTY IN ACCORDANCE WITH PARAGRAPH 13 ABOVE.

Section 17: The parties agree that this Interlocal Agreement sets forth the entire agreement between the parties, and there are no promises or understandings other than those stated herein. None of the provisions, terms, or conditions contained in this Interlocal Agreement may be added to, modified, superseded, or otherwise altered except by written instrument executed by the

COUNTY, the MUNICIPALITY, along with those other municipalities representing a majority of the population of the incorporated areas of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals in the day set forth above.

ATTEST:

VILLAGE OF NORTH PALM
BEACH

By: _____
Jessica Green, Village Clerk

By: _____
Susan Bickel, Mayor

(SEAL)

REVIEWED FOR LEGAL SUFFICIENCY

By: _____
Leonard G. Rubin, Village Attorney

ATTEST:

PALM
BEACH COUNTY, FLORIDA BY
ITS BOARD OF COMMISSIONERS

By: _____
County Clerk

By: _____
Mayor

(SEAL)

APPROVED AS TO LEGAL
SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By:

By: _____

County Attorney

County Engineer

Exhibit A
APPLICATION OF MUNICIPAL SHARE FORMULA
33.4352% (TOTAL MUNICIPAL SHARE)
6 Cent Gas Tax

City	Street Lane Miles	Alley Lane Miles	Total Municipal Lane Miles	Percent of Municipal Lane Miles	2023 BEBR Population	Percent of Municipal Population	Weighted Distribution of 70% Lane Miles and 30% Population (MUNICIPAL SHARE FORMULA)	Pro Rata Share of TOTAL MUNICIPAL SHARE
				Value "A"		Value "B"		
Atlantis	26.800	0.000	26.800	0.699%	2,147	0.249%	0.56395%	0.18856%
Belle Glade	106.999	0.000	106.999	2.790%	17,286	2.006%	2.55498%	0.85426%
Boca Raton	480.522	0.000	480.522	12.530%	100,491	11.664%	12.27022%	4.10257%
Boynton Beach	244.312	2.142	246.454	6.427%	82,208	9.542%	7.36110%	2.46120%
Briny Breezes	0.528	0.000	0.528	0.014%	500	0.058%	0.02705%	0.00904%
Cloud Lake	1.599	0.000	1.599	0.042%	140	0.016%	0.03406%	0.01139%
Delray Beach	298.454	14.251	312.705	8.154%	67,213	7.801%	8.04826%	2.69095%
Glen Ridge	3.496	0.000	3.496	0.091%	215	0.025%	0.07130%	0.02384%
Golf	10.555	0.000	10.555	0.275%	281	0.033%	0.20245%	0.06769%
Greenacres	49.264	0.000	49.264	1.285%	45,476	5.278%	2.48272%	0.83010%
Gulf Stream	8.882	0.000	8.882	0.232%	959	0.111%	0.19552%	0.06537%
Haverhill	14.447	0.000	14.447	0.377%	2,193	0.255%	0.34007%	0.11370%
Highland Beach	2.516	0.000	2.516	0.066%	4,303	0.499%	0.19576%	0.06545%
Hypoluxo	0.000	0.000	0.000	0.000%	2,687	0.312%	0.09356%	0.03128%
Juno Beach	10.166	0.157	10.323	0.269%	3,883	0.451%	0.32364%	0.10821%
Jupiter	308.473	2.155	310.628	8.100%	61,333	7.119%	7.80560%	2.60982%
Jupiter Inlet Colony	5.455	0.000	5.455	0.142%	400	0.046%	0.11350%	0.03795%
Lake Clarke Shores	25.658	0.000	25.658	0.669%	3,556	0.413%	0.59216%	0.19799%
Lake Park	60.089	1.231	61.320	1.599%	9,025	1.048%	1.43354%	0.47931%
Lake Worth Beach	205.897	0.500	206.397	5.382%	43,432	5.041%	5.27973%	1.76529%
Lantana	63.141	4.052	67.193	1.752%	12,244	1.421%	1.65283%	0.55263%
Loxahatchee Groves	109.934	0.000	109.934	2.867%	3,373	0.391%	2.12410%	0.71020%
Manalapan	4.896	0.000	4.896	0.128%	420	0.049%	0.10399%	0.03477%
Mangonia Park	16.637	0.000	16.637	0.434%	2,369	0.275%	0.38617%	0.12912%
North Palm Beach	58.853	4.532	63.385	1.653%	13,145	1.526%	1.61470%	0.53988%
Ocean Ridge	13.260	0.000	13.260	0.346%	1,830	0.212%	0.30576%	0.10223%
Pahokee	43.880	0.249	44.129	1.151%	5,607	0.651%	1.00073%	0.33460%
Palm Beach	84.546	1.324	85.870	2.239%	9,207	1.069%	1.88800%	0.63125%
Palm Beach Gardens	151.491	4.628	156.119	4.071%	61,517	7.140%	4.99173%	1.66899%
Palm Beach Shores	9.833	0.000	9.833	0.256%	1,309	0.152%	0.22506%	0.07525%
Palm Springs	77.160	0.000	77.160	2.012%	27,167	3.153%	2.35439%	0.78719%
Riviera Beach	162.863	0.505	163.368	4.260%	38,795	4.503%	4.33285%	1.44870%
Royal Palm Beach	152.059	0.000	152.059	3.965%	40,299	4.677%	4.17880%	1.39719%
South Bay	25.240	0.000	25.240	0.658%	4,958	0.575%	0.63335%	0.21176%
South Palm Beach	0.000	0.000	0.000	0.000%	1,469	0.171%	0.05115%	0.01710%
Tequesta	44.689	0.189	44.878	1.170%	6,179	0.717%	1.03432%	0.34583%
Wellington	382.394	0.000	382.394	9.971%	61,788	7.172%	9.13141%	3.05310%
West Palm Beach	503.170	30.870	534.040	13.926%	122,157	14.179%	14.00151%	4.68143%
TOTAL	3768.158	66.785	3834.943	100%	861,561	100%	100%	33.4352%

** Westlake is not eligible to receive local option gas tax revenue distributions; those totals are not included in this summary

Calculation Legend:
Value "A" = Individual municipality's percentage of total municipal lane miles
Value "B" = Individual municipality's percentage of total municipal population
Value "C" = 70% of Value "A" + 30% of Value "B"
Value "D" = Value "C" x 33.4352 Municipal Split

Exhibit B

Example for a hypothetical new municipality with a population of 40,000

2024 Distribution Formula:

County Share	66.5648%
Municipalities' <u>TOTAL MUNICIPAL SHARE</u>	33.4352%

2024 Total Municipal Population = 861,561

New Municipality's 1st full fiscal year share is based solely on the percentage of its population:

$$40,000/861,561 = 4.643\%$$

New Municipality's Pro Rata Share of the TOTAL MUNICIPAL SHARE:

$$4.643\% \times 33.4352\% = 1.552\%$$

Calculation for the Change in the County Share:

$$1.552\% \times 66.5648\% = 1.0333\%$$

Resulting in the Updated County Share:

$$66.5648\% - 1.0333\% = \underline{65.5315\%}$$

And the Updated TOTAL MUNICIPAL SHARE:

$$33.4352\% + 1.0333\% = \underline{34.4685\%}$$

VILLAGE OF NORTH PALM BEACH
GOLF ADVISORY BOARD
Minutes of October 14, 2024

I. CALL TO ORDER

A. The meeting was called to order by Chairman Rich Pizzolato at 6:00 p.m.

II. ROLL CALL

A. <u>Board:</u>	Present	Absent
Rich Pizzolato – Chairman	X	
David Norris – Vice Chairman	X	
Curtis Witters – Secretary	X	
Landon Wells – Member	X	
Sandra Felis – Member	X	
Karen O’Connell – Member	X	
Steve Mathison – Member	X	
B. <u>Staff Members:</u>		
Allan Bowman, Director of Golf		X
Beth Davis, General Manager	X	
Lenore Dingle, Membership Coordinator	X	
C. <u>Council Members:</u>		
D. <u>Public Present:</u>		

III. APPROVAL OF MEETING MINUTES

Minutes of the August 12, 2024 GAB Meeting were approved 7-0.

IV. ADMINISTRATIVE REPORTS

Golf Report. Allan Bowman, Director of Golf, was not present. Beth Davis delivered a report on behalf of Mr. Bowman.

Our membership is at 190.

Maintenance projects:

We are trimming our palm trees.

We are obtaining a bid for pine straw ground cover.

Design plans for the environmental center are completed. The project will go out for bids in 2025.

We are completing stabilization of another one thousand linear feet of pond banks.

The property had little damage to either the clubhouse building or the golf course from the recent hurricanes.

We are experiencing some high water from the king tides.

Village Manager Chuck Huff addressed the Board.

The reverse valve installed on the pipe to the lake on the 13th hole is working well to prevent intrusion from salt water during tide changes.

The Village Council is considering the formation of a Country Club Advisory Board. The new board will be composed of a golf member, a pool member, a tennis member, and others. The new board eliminate the need for the Golf Advisory Board.

The Golf Advisory Board discussed the new, proposed board. The consensus of the Golf Board was that new board should have a majority of golf members of the club.

Beth Davis spoke to the Board, as General Manager of the Club.

The Lessings Group will open the new restaurant on November 4th with a reception.

The Golf Advisory Board members will be invited to the preview dinner on November 3rd.

IV. DISCUSSION TOPICS

V. ADJOURNMENT

The meeting was adjourned at _____ p.m.

The next meeting will be _____, 2024.

Minutes by Curtis L. Witters, Secretary.

VILLAGE OF NORTH PALM BEACH
LIBRARY ADVISORY BOARD MEETING MINUTES
DATE: October 22, 2024

CALL TO ORDER

Vice Chair DelGuzzi called the meeting to order at 7:00 pm.

ROLL CALL

Present:

- Bonnie Jenkins, Chair (absent)
- Christine DelGuzzi, Vice-Chair
- Stephanie DiGangi, Member
- Carolyn Kost, Member
- Tina Chippas, Member (absent)
- Phyllis Wissner, Member
- Julie Morrell, Library Manager
- Brad Avakian, Secretary (absent)

APPROVAL OF MINUTES

The approval of the September minutes was deferred to the next meeting, as Secretary Brad Avakian was not present to provide the minutes.

DIRECTOR'S REPORT

New System in Obert Room:

- The library tested its new AV system in the Obert Room using the Great Courses lectures for adults and a children's Halloween movie.
- Features of the system:
 - Ceiling speakers ensure sound reaches the entire room.
 - Automated controls, including a screen and DVD player managed via an iPad.
 - Microphones are fully functional, with ongoing efforts to integrate laptop connectivity for presentations.
- Funded by a \$25,000 grant from the Kelsey Naylor family.

Elevator Repairs:

- The elevator experienced issues earlier in the week, producing loud sounds before becoming non-functional. Repairs were completed by noon on [Insert Date], and it is now operational. The repair bill is pending.

Children's Programming:

- Weekly storytime has five sessions, averaging 44 attendees each.

- Toddler Storytime attracted 60 participants, leading to a split into two sessions for better management.
- Beyond the Bricks (formerly Lego Club):
 - Expanded activities include multiple stations for children of various ages, with baby-friendly areas.

Halloween Potion Activity:

- Children created "potion bottles" using water, food coloring, glitter, and sequins.
- Crafting challenges:
 - Lids were not fully secure, and efforts will be made to find a more effective sealing solution, potentially using sandpaper and epoxy.
 - Parents were advised the jars were for display, not vigorous shaking.

ADJOURNMENT

A motion to adjourn was made by Carolyn Kost, seconded by Phyllis Wissner, and passed unanimously.

Meeting adjourned at 7:14 p.m.

VILLAGE OF NORTH PALM BEACH
LIBRARY ADVISORY BOARD MEETING MINUTES
DATE: November 26, 2024

CALL TO ORDER

Chair DelGuzzi called the meeting to order at 7:00 pm.

ROLL CALL

Present:

- Christine DelGuzzi, Chair
- Stephanie DiGangi, Vice-Chair
- Brad Avakian, Secretary
- Bonnie Jenkins, Member
- Carolyn Kost, Member
- Tina Chippas, Member
- Phyllis Wissner, Member (Absent)
- Julie Morrell, Library Director
- Patty Sullivan (Member of the Public)

APPROVAL OF MINUTES

The minutes of the October meeting were approved unanimously pending correction of titles and dates.

DIRECTOR'S REPORT

Staffing:

- Taryn Ham was promoted to *Administrative Assistant* and is adjusting well to her new role.
- A part-time *Library Assistant* position is open for evenings and weekends, including shifts in the children's department. This role is expected to assist with advertising and social media to better promote library programs.

Children's Programming:

- **Weekly Storytimes:** Four sessions are held each week, attracting an average of 34 attendees per session.
- **Beyond the Bricks (formerly Lego Club):** The program has expanded to include younger children, with unique centers tailored for different age groups so siblings can participate together. An average of 23 kids and parents attend each month.
- **Thanksgiving Snack Attack (November 21):** Children created turkeys using hummus and assorted vegetables, chopping the vegetables themselves with plastic knives. This activity introduced healthy eating in a fun way, with 15 children participating.
- **Children's Art Appreciation:** The program is growing and continues to engage young patrons.

PUBLIC COMMENT

Patty Sullivan of the Friends of the Library attended the meeting to invite Advisory Board Members to the Holiday Bake Sale and the Annual Book Sale and encouraged them to participate by contributing baked goods or donated items.

STAFF COMMENT

None.

ADJOURNMENT

A motion to adjourn was made by Member Kost and seconded by Secretary Avakian. Chair DelGuzzi adjourned the meeting at 7:19 pm.

Next Meeting:

The next meeting is scheduled for January 28th 2025.

**Meeting Minutes
Village of North Palm Beach
Waterways Advisory Board Meeting
Village Council Hall Chambers
October 22, 2024**

I. Call to Order

II. Roll Call

- Mark Michels, MD, Chair
- Diane Wimbrow, Vice Chair
- Marty Domenech, Secretary
- George Alger, Board Member
- Paul Bartlett, Board Member
- Bruce Crawford, Board Member
- Jerry Sullivan, Board Member
- Kris Garrison Village Council Member

- Marc Holloway, Village Staff

III. Minutes from prior meeting were approved

IV. Public Comments: None

V. New Business: None

VI. Old Business

a. Oyster project

Mr Alger met with Environmental committee and Tom Twyford on the project, who offered to support the project. The Breakers has offered to donate used oyster shells. Oysters must be transported and cured in the sun 3-6 months. Looking at options, possibly McArthur beach state park. Another option is coastal conservation association of Florida. They are offering equipment to drill oysters needed to assemble into strings. Discussed formalizing the project with volunteers. Mr Alger, Crawford, and Michels to be part of the volunteers collaborating with the environmental committee.

b. Code Enforcement vessel.

Code enforcement has an officer identified. Proposal to pitch for a donated vessel pitched to Village manager by Mr Holloway

Meeting Minutes
Village of North Palm Beach
Waterways Advisory Board Meeting
Village Council Hall Chambers
October 22, 2024

c. Dredging plan –

Mr Holloway contacted municipality. In the past dredging was done based on issues raised in waterway by local, and appears to be done on case by case basis and not on a schedule. Discussed possible upgront mapping of the waterways as a preventive measure. Would require costly side scanning sonar. Fish scanner on NPB vessel could be more cost effective, but may still need full scan if dredging is to be perform.

d. Derelict Vessels – [202401-2]

Dr Michels had a discussion to discuss FWC tagging program. NPB law and code enforcement in the process of becoming certified to be able to tag vessels and assist FWC. Chief Jenkins mentioned there is no concern with jurisdiction as to the tagging of vessels.

e. Pump out services update

Discussed possibly engaging others in marine industries to push for this. There are costs associated with destination of the sewage that need to be investigated. Martin County program used a share of grant money to reduce cost.

VII. Member Comments - none

The kayak kiosk will be discussed with the Recreation board for their consideration and recommendation to the Council.

VIII. Staff Comments - none

IX. Adjourned

**VILLAGE OF NORTH PALM BEACH
BUSINESS ADVISORY BOARD
MEETING MINUTES
TUESDAY, NOVEMBER 19, 2024**

1. CALL TO ORDER

Chair Ronald Lantz called the meeting to order at 5:30 p.m.

2. ROLL CALL

Present: Ronald Lantz, Brenda Robinson, James “Chip”

Sebree, David Talley, Mimi McAndrews, and Norma Morski (New Member)

Absent: Nina Balgar

Staff: Caryn Gardner-Young, Community Development Director, Orlando Puyol, Councilmember

3. APPROVAL OF MINUTES

- **Motion** to approve minutes from October 15, 2024, made by David Talley and seconded by Brenda Robinson. **Motion passed** unanimously. (6-0)

4. PUBLIC COMMENTS

- Nick Agnelli received notice of the meeting and decided to attend. He works as a General Contractor under the company name Agnelli Enterprise and does business in the Village.

The speaker highlighted the challenges faced during the transition to MGO for managing permits and inspections, noting the differences in processes among municipalities. Despite initial struggles, the speaker praised individuals like AJ Davis, Kim Crawley, and others in the Building Department for their dedication and helpfulness. He also commended the Village for adapting over the past several months, now providing prompt support. The speaker suggested that a trial run could have eased the transition and reduced early confusion.

Another concern raised was the use of CAP, a third-party agency, for inspections and plan reviews. The speaker noted that while consistent inspectors provide familiarity and predictability, third-party inspectors often lack context and continuity, which can complicate fieldwork. Similarly, the limited availability of CAP's structural plan reviewer—only on Tuesdays and Thursdays—can create delays, particularly when trying to expedite approvals. In response to a question, the speaker suggested they would prefer dealing directly with North Palm employees rather than third-party contractors, as it fosters better relationships and consistency in inspections.

The discussion then focused on how feedback from Board meetings is communicated to the Building Department. Ms. Gardner-Young mentioned the meeting's discussions are communicated to the new Building Official, covering both positive and negative aspects. The speaker appreciated this process.

Ms. Robinson mentioned that the Board is considering creating a mentoring program where established businesses guide new ones and she asked if Mr. Agnelli would be interested. Mr. Agnelli supported the idea, emphasizing the importance of how it is presented to younger generations, such as Millennials and Gen Z. He suggested framing it as a networking or mentoring event where participants can gain practical knowledge about growing their businesses, understanding community and business taxes, and navigating intimidating processes like government websites.

5. NEW BUSINESS

Marketing and Promotion

- Business Directory List
 - The Board mentioned the idea of providing a welcome package, which was previously discussed, and to follow up on the new businesses that have opened. Ms. Gardner-Young discussed Brooklyn Bagel as a recent opening, where a ribbon cutting was held and mention an upcoming business opening in January.
 - The discussion moved to the topic of a Business Expo. Ms. Gardner-Young asked if a suggestion should be made to table the discussion and wait for input from Board Member Balgar, who has strongly supported the idea. The consensus was to table the decision until further input can be gathered, particularly from Board Member Balgar.
 - Ms. Gardner-Young suggested that increasing the board's visibility and engagement within the community would will help raise awareness and attract more people. She proposed starting with small actions, like introducing themselves to new businesses, which could build connections and generate energy, as mentioned by Nick. Ms. Gardner-Young also recommended providing the Board with the names of new businesses to facilitate outreach. The idea is to personally visit these businesses, introduce the board, and offer assistance. This aligns with the goal of the welcome package, though the details are still being worked out.
 - The Board presented Board Member Dave Talley with a certificate in recognition of his many years of service and volunteer hours as the Chair of the Board.
 - At the upcoming January meeting, the Board will review Business of the Seasons applications and discuss sign regulations for a mixed-use district with a consultant. Ms. Gardner-Young is also working to improve communication about new businesses and applications, with Ed handling advertising efforts.

6. MEMBER COMMENTS

- None.

7. STAFF COMMENTS

- On a Motion by Board Member McAndrews and seconded by Board Member Sebree, the Board voted unanimously to cancel the December 17th meeting. The next regular meeting of the Board is scheduled for January 15, 2025.

8. ADJOURNMENT

- On **Motion** by Board Member Sebree and seconded by Board member McAndrews, the meeting was adjourned at 6:25p.m.



**THE VILLAGE OF NORTH PALM BEACH
PLANNING, ZONING AND ADJUSTMENT BOARD
REGULAR MEETING MINUTES
TUESDAY, JANUARY 7, 2025 at 6:30 PM**

Present

Cory Cross, Chair
Scott Hicks, Vice-Chair
Thomas Hogarth, Member
Jonathan Haigh, Member
Timothy Hullihan, Member
Donald Solodar, Member
Mark Michaels, Member

Absent

None

Village Staff

Leonard Rubin, Village Attorney
Caryn Gardner-Young, Community Development Director

Village Councilmember

Lisa Interlandi, President Pro Tem

1. CALL TO ORDER

Chair Cross called the meeting to order at 6:30 p.m.

a. ROLL CALL

Roll was called, and it was determined a quorum was present.

2. DELETIONS, ADDITIONS, OR MODIFICATIONS TO THE AGENDA: None.

3. PUBLIC COMMENT FOR NON-AGENDA ITEMS:

Deborah Cross raised concerns about a proposed amendment to the Prosperity Village PUD (Planned Unit Development) scheduled to be discussed in the Village Council meeting on Thursday. She highlighted the changes which could impact the design and style of the buildings, felt it was not aligned with the existing structures, thought it could potentially disrupt the aesthetic of the development and questioned whether this would genuinely reduce building height, as suggested, or if the homes would still be built as tall as possible under the revised guidelines. She also wondered why the proposed amendment bypassed review by the planning board.

Village Staff explained that amendments to PUD, under the Village's regulations, are approved by the Village Council only. There is no Planning, Zoning and Adjustment Board (PZAB) review or recommendation required. However, this is an option that Village Staff provides to any applicant but since it is voluntary, the applicant decided to go directly to the Village Council.

Chair Cross encouraged the PZAB members to review the proposed changes and consider advocating for the matter to be referred back to them for evaluation, given the potential impact on the development's overall design and integration with existing structures.

4. APPROVAL OF MINUTES:

- a. November 12, 2024 – A motion was made by Mr. Jonathan Haigh, and seconded by Mr. Thomas Hogarth. Passed unanimously (7-0)
- b. December 3, 2024 – A motion was made by Mr. Donald Solodar and seconded by Mr. Tim Hulihan. Passed unanimously (7-0).

5. DECLARATION OF EX-PARTE COMMUNICATIONS: None.

6. SWEARING IN FOR QUASI-JUDICIAL MATTERS

No items were Quasi-Judicial.

7. QUASI-JUDICIAL MATTERS/PUBLIC HEARING

No items were Quasi-Judicial

8. PUBLIC HEARINGS

a. OLD BUSINESS

1. Sign Text Amendment Ordinance

Request by Village staff for consideration of the following ordinance:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING CHAPTER 6, "BUILDINGS AND BUILDING REGULATIONS," OF THE VILLAGE CODE OF ORDINANCES BY REPEALING ARTICLE V, "SIGNS AND OUTDOOR DISPLAYS," IN ITS ENTIRETY; AMENDING ARTICLE III, "DISTRICT REGULATIONS," OF APPENDIX C (CHAPTER 45), "ZONING," OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 45-34, "C-G GENERAL COMMERCIAL DISTRICT," SECTION 45-34.1, "C-3 REGIONAL BUSINESS DISTRICT," SECTION 45-34.3, "C-NB NORTHLAKE BOULEVARD COMMERCIAL DISTRICT, AND SECTION 45-38, "I-1 LIGHT INDUSTRIAL DISTRICT," TO REMOVE SIGN REGULATIONS; AMENDING APPENDIX C (CHAPTER 45), "ZONING," OF THE VILLAGE CODE OF ORDINANCES BY ADOPTING A NEW ARTICLE IX, "SIGNS AND OUTDOOR DISPLAYS;" PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Village Attorney Ruben discussed the proposed text amendment ordinance regarding signage, particularly temporary signs. The issue of temporary signage,

especially “for sale” and “for lease” signs, has been a recurring topic of concern due to their proliferation in the Village. Previous suggestions, such as prohibiting temporary signs entirely, raised legal concerns, as regulations cannot be solely content-based. The Chair asked the Board Members if they had comments to the Village Attorney’s presentation.

Mr. Solodar recalled previous discussions about the issue of vehicles, specifically referencing trucks with advertisement, such as those featuring Baer’s Furniture Store, parked intentionally in front of stores. He questioned whether the current rules address vehicles used for signage purposes and asked for clarification on the topic. Additionally, he sought a summary of any existing regulations related to vehicles and signage, noting that this was discussed in a previous meeting.

Village Attorney Ruben explained the key points: Vehicle Signs must be flush-mounted or painted on vehicles, not used for off-site advertising, and adhere to strict placement rules. Large vehicle signs (over 10 square feet) have additional restrictions, including parking limits (120 minutes near public right-of-way). Enforcement challenges were acknowledged, but, rules are proposed to curb egregious violations.

Mr. Hullihan discussed suggestions to clarify regulations, like requiring vehicles with signage to park behind buildings if rear parking is available. He also mentioned enforcement of time limitations for holiday lights and decorations for both commercial and residential properties.

Discussion ensued but consensus was the parking behind buildings was addressed with the new proposed sign language. As far as holiday decorations, Village staff stated the Village’s code allows holiday decoration to be placed out October 15th and they do not need to be removed until 2 weeks after the holiday. Code Enforcement would be addressing the holiday decorations this week after the expiration of the two (2) week time period.

The Board supported the Village Attorney’s changes, particularly removing large “for sale/lease” signs, emphasizing aesthetics and practicality. They appreciated the balance between enforcement feasibility and maintaining community standards.

Motion to approve by Dr. Michaels and seconded by Mr. Hullihan. The motion passed unanimously (7-0)

9. BOARD COMMENTS

Mr. Hullihan raised concerns about residents being notified to maintain sidewalks despite unclear code language. According to Mr. Hullihan the current code mentions “walkways,” not “sidewalks,” and does not explicitly mandate sidewalk maintenance by residents. Instances of unclear or aggressive enforcement, such as pressure washing deadlines, were criticized.

Discussion ensued.

Chair Cross and Mr. Solodar suggested clarifying code language to define responsibilities for sidewalks and walkways and to balance expectations of public vs. private maintenance without overly burdening residents.

Attorney Ruben suggested future actions for staff to include reviewing and clarifying the code and separating requirements for on-property and right-of-way areas.

Chair Cross permitted a member of the public to speak.

Deborah Cross suggested softening language to indicate responsibility without creating strict mandates.

Mr. Solodar questioned if a Tree Ordinance has been put before the Village Council. Ms. Gardner-Young replied it will be heard at the January 23rd Village Council meeting. Dr. Marc Michaels discussed additional considerations for related issues (tree roots, swales, etc.). Discussion ensued on upcoming tree ordinances and their implications.

10. STAFF UPDATES: None.

11. ADJOURNMENT

With no further business before the Board, Chair Cross adjourned the meeting at 7:40 p.m.

VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: February 13, 2025

SUBJECT: **ORDINANCE 2nd Reading** – Amending Article II of Chapter 9 of the Village Code of Ordinances to dissolve the Golf Advisory Board and reestablish new Country Club Advisory Board

At its September 12, 2024 meeting, the Village Council approved Staff's recommendation to dissolve the Golf Advisory Board and reestablish a new Country Club Advisory Board. By way of background, in 2007, the Village Council dissolved the Country Club Advisory Board and established a new Golf Advisory Board because the pool and tennis facilities at the Country Club were incorporated into the Parks and Recreation Department. Following the reconstruction of the Country Club clubhouse in 2019, the pool and tennis facilities were placed back under the management of the Country Club General Manager, thereby creating a more integrated campus under a single umbrella. The creation of a new Country Club Advisory Board will ensure proper representation and oversight of all activities and facilities at the Country Club.

The attached Ordinance repeals Article II, "Golf Advisory Board," of Chapter 9, "Country Club," of the Village Code of Ordinances and adopts a new Article II, "Country Club Advisory Board." The Country Club Board will serve in an advisory capacity and provide recommendations to the Village Council regarding Country Club operations. The Board's mission shall be work with the General Manager "to ensure efficient operations of the Country Club while addressing the needs of all stakeholders." The Board shall have no final authority with respect to Country Club operations, staffing, or financial allocations.

The members of the Board shall to the extent practicable, consist of the following:

- Two (2) persons with golf memberships who are active golfers at the Club;
- One (1) person representing the Women's Golf Association (if no WGA member wishes to serve in this capacity, this member may be replaced with a female golfer at the Club);
- One (1) person with a tennis membership who is actively involved in tennis activities at the Club;
- One (1) person with a pool membership who is actively involved in swim activities at the Club;
and
- Two (2) persons representing the community at large.

Based on Council direction on first reading, the composition of the Board was revised to eliminate the requirement that the Board include one person with a social dining membership in favor of two persons representing the community at large.

The members shall serve terms of two years, with three of the initial appointees serving three-year terms to ensure future staggering.

The duties of the Country Club Advisory Board are defined as follows:

- (1) Provide input on Country Club policies, including membership, facility use, and community engagement;
- (2) Serve as a liaison between the community and the Country Club, collecting feedback and relaying concerns and programming suggestions;
- (3) Offer suggestions to align programs, services, and capital upgrades with the long-term goals of the Country Club;
- (4) Review proposed budgets and financial reports, offering recommendations to optimize resource allocation;
- (5) Advocate for Country Club events and assist in programming community events; and
- (6) Any other duties assigned by the Village Council.

At its January 9, 2025 meeting, the Council adopted the Ordinance on first reading with the modification to the composition of the Board outlined above.

The attached Ordinance has been prepared and reviewed for legal sufficiency.

There is no fiscal impact.

Recommendation:

Village Staff requests Council consideration and approval on second and final reading of the attached Ordinance amending Article II of Chapter 9, "Country Club," of the Village Code of Ordinance to dissolve the Golf Advisory Board and reestablish a new Country Club Advisory Board in accordance with Village policies and procedures.

1 **Sec. 9-17. Composition; terms.**
2

3 (a) Composition. The board shall be appointed by the village council
4 and shall consist of seven (7) members who shall represent the diverse users of the
5 country club facilities. To ensure balanced representation, the members of the
6 board shall, to extent practicable, consist of the following:
7

- 8 (1) Two (2) persons with golf memberships who are active golfers at
9 the country club;
10
11 (2) One (1) person representing the Women’s Golf Association (WGA)
12 (if no WGA member wishes to serve in this capacity, this member
13 may be replaced with a female golfer at the country club);
14
15 (3) One (1) person with a tennis membership who is actively involved
16 in tennis activities at the country club;
17
18 (4) One (1) person with a pool membership who is actively involved in
19 swim activities at the club; and
20
21 (5) Two (2) persons representing the community at large.
22

23 (b) Terms. The members of the board shall serve staggered terms of
24 two years, with three of the initial appointees serving three-year terms for their first
25 term only.
26

27 **Sec. 9-18. Mission; duties.**
28

29 (a) Mission. The board shall serve in an advisory capacity to the village
30 council, and its mission shall be to work closely with the general manager to ensure
31 efficient operations of the country club while addressing the needs of all
32 stakeholders. The board shall have no final authority with respect to country club
33 operations, staffing, or financial allocations.
34

35 (b) Duties. The board’s duties shall consist of the following:
36

- 37 (1) Provide input on country club policies, including membership,
38 facility use, and community engagement;
39
40 (2) Serve as a liaison between the community and the country club,
41 collecting feedback and relaying concerns and programming
42 suggestions;
43
44 (3) Offer suggestions to align programs, services, and capital upgrades
45 with the long-term goals of the country club;
46

- (4) Review proposed budgets and financial reports, offering recommendations to optimize resource allocation;
- (5) Advocate for club events and assist in programming community events; and
- (6) Any other duties assigned by the village council.

Section 3. The provisions of this Ordinance shall become and be made a part of the Code of the Village of North Palm Beach, Florida.

Section 4. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such holding shall not affect the remainder of this Ordinance.

Section 5. All ordinances or parts of ordinances and resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 6. This Ordinance shall take effect immediately upon adoption.

PLACED ON FIRST READING THIS _____ DAY OF _____, 2025.

PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF _____, 2025.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

Business Impact Estimate

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING CHAPTER 9, "COUNTRY CLUB," OF THE VILLAGE CODE OF ORDINANCES BY REPEALING ARTICLE II, "GOLF ADVISORY BOARD," IN ITS ENTIRETY AND ADOPTING A NEW ARTICLE II, "COUNTRY CLUB ADVISORY BOARD;" PROVIDING FOR BOARD CREATION, TERMS, COMPOSITION AND DUTIES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the Village is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the Village is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
 - c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
 - d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the Village hereby publishes the following information:

¹ See Section 166.041(4)(c), Florida Statutes.

1. Summary of the proposed ordinance: The proposed Ordinance dissolves the existing Golf Advisory Board and creates a new Country Club Advisory Board to ensure proper representation and oversight of all activities and facilities at the County Club, including the pool, tennis, and the restaurant.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the Village:

- (a) There are no direct compliance costs that private, for-profit businesses in the Village may reasonably incur;
- (b) There is no new charge of fee imposed by the proposed Ordinance; and
- (c) There are no regulatory costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance: None

VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: February 13, 2025

SUBJECT: **ORDINANCE 1st Reading** – Amending Section 19-104 of the Village Code to modify the permissible times for construction activity and the use of power-driven machinery, tools, or equipment.

During the Village Council's discussion of the recently adopted Construction Site Standards Ordinance, the Village Council determined that it wished to modify the permissible times for construction activity within the Village.

The Village's noise regulations are set forth in Article VI of Chapter 19 of the Village Code of Ordinances. Section 19-104 regulates the permissible times for construction activity. Specifically, Section 19-104(a) of the Code currently provides that "it shall be unlawful for any person to do, perform or engage in any construction work, building, excavating, hoisting, grading, pile driving, pneumatic hammering, demolition, dredging, building alteration or repair work between the hours of 8:00 p.m. of one day and 8:00 a.m. the next day if any such activity shall cause unreasonable noise as defined in section 19-99 above." No construction activity shall be permitted on Sundays or legal holidays.

Unreasonable noise is defined by Section 19-99 of the Village Code as follows:

Unreasonable noise means any noise in or emanating from any property located within the corporate limits of village which violates the provisions of this article.

- (a) For noise emanating from property with a commercial, mixed-use, or light industrial zoning designation, unreasonable noise shall be defined as any noise emanating from the property which equals or exceeds a measured sound level of sixty-five (65) dBA between the hours of 10:00 p.m. and 8:00 a.m. Sunday through Thursday, a measured sound level in excess of eighty-five (85) dBA between the hours of 8:00 a.m. and 10:00 p.m. Sunday through Thursday; and a measured sound level which equals or exceeds sixty-five (65) dBA between the hours of 11:00 p.m. and 8:00 a.m. Friday through Saturday and a measured sound level meeting or exceeding eighty-five (85) dBA between the hours of 8:00 a.m. and 11:00 p.m. Friday through Saturday.
- (b) For noise emanating from property with a commercial, mixed-use or light industrial zoning designation which shares any portion of its boundary with a property with a residential zoning designation, unreasonable noise shall be defined as any noise emanating from the property which equals or exceeds a measured sound level of sixty (60) dBA between the hours of 10:00 p.m. and 8:00 a.m. Sunday through

Thursday, a measured sound level in excess of seventy (70) dBA between the hours of 8:00 a.m. and 10:00 p.m. Sunday through Thursday; and a measured sound level which equals or exceeds sixty (60) dBA between the hours of 11:00 p.m. and 8:00 a.m. Friday through Saturday and a measured sound level meeting or exceeding seventy (70) dBA between the hours of 8:00 a.m. and 11:00 p.m. Friday through Saturday.

- (c) For noise emanating from property with a residential zoning designation, unreasonable noise shall be defined as noise that is plainly audible one hundred fifty (150) feet from the property boundary of the source of the sound or noise, measured on a horizontal plane. Notwithstanding the foregoing, noise shall be considered unreasonable when it is plainly audible through the external walls and fully closed windows and doors of a residential structure or through walls, floors or partitions common to two (2) residential units located within a single structure.
- (d) Noise shall be measured from the property boundary closest to the source of noise with a sixty (60) second reading. Where the property boundary abuts a waterway, the property boundary shall be considered the opposite side of the waterway and not the actual seawall or bulkhead.

Subsection (b) of Section 19-104 currently limits the use of any power-driven machinery, tools, or equipment in any residential zoning district to between the hours of 8:00 a.m. and 8:00 p.m. on weekdays and Saturdays and between hours of 10:00 a.m. and 8:00 p.m. on Sunday.

Based on Council's prior discussion, the attached Ordinance amends the permissible times for construction activity (Monday through Saturday) from 8:00 a.m. to 8:00 p.m. to 7:30 a.m. to 6:00 p.m. Similarly, the permissible times for use of power-driven machinery and equipment has been changed from 8:00 a.m. to 8:00 p.m. on weekdays and Saturdays and 10:00 a.m. to 8:00 p.m. on Sundays to 7:30 a.m. to 6:00 p.m. on weekdays and Saturdays and 10:00 a.m. to 6:00 p.m. on Sundays.

The attached Ordinance has been prepared by this office and reviewed for legal sufficiency.

There is no fiscal impact to the Village.

Recommendation:

Village Staff requests Council consideration on first reading of the attached Ordinance amending Section 19-104 of the Village Code of Ordinances to modify the permissible times for construction activity and the use of power-driven machinery, tools, or equipment in residential districts accordance with Village policies and procedures.

1 emergency or need therefor continues. In the issuance of such permits the village
2 manager or his designated representative shall weigh all facts and circumstances and
3 shall determine whether the reasons given for the urgent necessity are valid and
4 reasonable, whether the public health, safety and ultimate convenience will be protected
5 or better served by granting the permit requested, and whether the manner and amount
6 of loss or inconvenience to the party in interest imposes a significant hardship. Upon an
7 affirmative finding of the foregoing considerations, the village manager or his designee
8 is authorized to issue the permit requested and any extensions thereof, as may be
9 required. Any person aggrieved by the decision of the village manager or his designated
10 representative may appeal the decision of the village manager to the village council.
11

12 (b) It shall be unlawful for any person to cause or permit the use of any
13 power-driven machinery, tools or equipment, including power mowers, in any portion
14 of the village zoned and designated as a residential district other than between the hours
15 of ~~8:00~~ 7:30 a.m. and ~~8:00~~ 6:00 p.m. on weekdays and Saturdays and between the hours
16 of 10:00 a.m. and ~~8:00~~ 6:00 p.m. on Sundays.
17

18 Section 3. The provisions of this Ordinance shall become and be made part of the Code of
19 Ordinances for the Village of North Palm Beach, Florida.
20

21 Section 4. If any section, paragraph, sentence, clause, phrase, or word of this Ordinances is for
22 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such
23 holding shall not affect the remainder of the Ordinance.
24

25 Section 5. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict
26 herewith are hereby repealed to the extent of such conflict.
27

28 Section 6. This Ordinance shall be effective immediately upon adoption.
29

30 PLACED ON FIRST READING THIS _____ DAY OF _____, 2025.
31

32 PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF _____,
33 2025.
34

35
36 (Village Seal)

MAYOR

37
38
39 ATTEST:
40

41 _____
42 VILLAGE CLERK
43

44 APPROVED AS TO FORM AND
45 LEGAL SUFFICIENCY:
46

47 _____
48 VILLAGE ATTORNEY

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

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: February 13, 2025

SUBJECT: **ORDINANCE 1st Reading** – Adoption of amendments to Firefighter Pension Plan to incorporate changes set forth in the recently adopted Collective Bargaining Agreement.

Through the adoption of Resolution 2024-81 on September 12, 2024, the Village Council ratified a new three-year Collective Bargaining Agreement (“CBA”) with the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc. The new CBA modified certain provisions applicable to the pension benefits for firefighter members, and the attached Ordinance incorporates these provisions into the Village Code.

The attached Ordinance amends Chapter 2, “Administration,” Article V, “Pensions and Retirement Systems,” Division 2, “Pension and Certain Other Benefits for Fire and Police Employees,” of the Village Code of Ordinances to reflect the terms of the new CBA as follows:

- Section 2-159 is amended to change the normal retirement age to 52 years of age or 25 years of credited service (in lieu of 55 years of age or 52 years and 25 years of credited service);
- Section 2-161 is amended to increase the benefit accrual rate to 3 percent for all years of credited service on or after October 1, 2021;
- A new Section 2-161.1 is included to add a firefighter health insurance supplement equal to \$15.00 per year of credited service.
- Section 2-163 is amended to increase the employee contribution from 8.5% to 11% effective the first payroll after March 31, 2025.
- Section 2-170.1 is amended to provide that effective April 1, 2025, an employee may elect to participate in the Deferred Retirement Option Plan (DROP) by the later of: (1) 30 days after reaching their latest normal retirement date; or (2) 90 days after April 1, 2025.

Fiscal Impact:

Based on the actuarial analysis completed during union negotiations, the additional contributions should be adequate to offset the increase in the pension benefit. An updated actuarial analysis will be provided prior to adoption of the Ordinance on second reading.

The attached Ordinance has been prepared and/or reviewed for legal sufficiency by this office.

Recommendation:

Village Staff requests Council consideration and approval on first reading of the attached Ordinance amending Chapter 2 of the Village Code of Ordinances to modify the pension benefits and contributions for firefighter members as set forth in the Collective Bargaining Agreement between the Village and the Professional Firefighters/Paramedics of Palm Beach County, Local 2928, IAFF, Inc. in accordance with Village policies and procedures.

1 Employees,” of the Village Code of Ordinance as follows (new language is underlined and deleted
2 language is ~~stricken through~~):

3
4 **Sec. 2-159. Creation of trust and definitions.**

5
6 * * *

7
8 *Normal retirement date* means: ~~for each member the~~

9
10 (1) For Police Officer members: The first day of the month coincident with
11 or next following the date on which the Police Officer member attains
12 age fifty-five (55) or the date on which the member attains age fifty-
13 two (52) and has twenty-five (25) years of credited service. A Police
14 Officer member may retire on this normal retirement date or on the first
15 day of any month thereafter.

16
17 (2) For Firefighter members: Effective for retirements on and after April
18 1, 2025, the first day of the month coincident with or next following
19 the date on which the Firefighter member attains (1) age fifty-two (52)
20 years regardless of years of credited service or (2) upon the completion
21 of twenty-five (25) years of credited service regardless of age. For
22 retirements prior to April 1, 2025, the normal retirement date meant the
23 first day of the month coincident with or next following the date on
24 which the Firefighter member (1) attained age fifty-five (55) years or
25 (2) the date on which the Firefighter member attained age fifty-two (52)
26 years and had twenty-five (25) years of credited service. In all cases, a
27 Firefighter member may retire on this normal retirement date or on the
28 first day of any month thereafter.

29
30 * * *

31
32 **Sec. 2-161. Benefit amounts.**

33
34 (a) *Normal retirement benefit.*

35
36 (1) *Amount.* Each member who retires on or after the member’s
37 normal retirement date shall be eligible to receive a normal
38 retirement benefit commencing on the member’s actual
39 retirement date. In all cases, the benefit provided for years of
40 service on and after October 1, 2018 shall be at least 2.75
41 percent of average monthly earnings per year of service
42 (provided the member was employed by the village on and after
43 July 11, 2019). The monthly normal retirement benefit shall be
44 calculated as follows:

45
46 For Police Officer members: An amount equal to the sum of:
47

- a. two and one-half (~~2-3/4~~ 2.5) percent of the member's average monthly earnings multiplied by the member's credited service prior to October 1, 2018; and
- b. two and three-fourths (~~2-3/4~~ 2.75) percent for credited service on or after October 1, 2018 (provided the member remained employed by the Village as a police officer on or after July 11, 2019); and
- c. three (3.0) percent for credited service on or after October 1, 2022.

On and after October 1, 2022, a police officer retiree's maximum monthly pension benefit shall not exceed eighty (80) percent of the retiree's average monthly earnings as that term is defined in section 2-159 above; for retirements prior to October 1, 2022, the maximum benefit is seventy-five (75) percent of average monthly earnings.

For Firefighter members: An amount equal to the sum of:

- a. two and one-half (2.5) percent of the member's average monthly earnings multiplied by the member's credited service prior to October 1, 2018; and
- b. two and three-fourths (2.75) percent for credited service on or after October 1, 2018 (provided the member remained employed by the Village as a firefighter on or after July 11, 2019); and
- c. three (3.0) percent for credited service on or after October 1, 2021 for members employed on or after April 1, 2025.

On and after October 1, 2022, a Firefighter retiree's maximum monthly pension benefit shall not exceed eighty (80) percent of the retiree's average monthly earnings as that term is defined in Section 2-159 above; for retirements prior to October 1, 2022, the maximum benefit is seventy-five (75) % percent of average monthly earnings.

* * *

Sec. 2-161.1. Firefighter supplement.

Any Firefighter who satisfies the requirements for a normal retirement or is approved for a duty disability retirement and is separated from employment on or after April 1, 2025 is entitled to and shall be paid a lifetime monthly

1 supplemental benefit equal to fifteen dollars (\$15.00) per year of service. This
2 benefit is payable for the lifetime of the Firefighter member.

3
4 (a) Firefighter members in the DROP are not entitled to a supplemental
5 benefit payment while participating in the DROP, but the years of
6 service while participating in the DROP shall count as years of service
7 for purposes of calculating the amount of the supplemental benefit to
8 be paid to the Firefighter member after separation of employment.

9
10 (b) Firefighter members may choose to receive the supplemental benefit
11 under one of the optional forms of benefits in Section 2-162 which will
12 cause the supplemental benefit to be actuarially adjusted to be
13 actuarially equivalent to the Firefighter member's lifetime
14 supplemental benefit.

15
16 (c) Firefighter members who retire on an early retirement, a vested
17 terminated benefit that begins at early or normal retirement, pre-
18 retirement death benefits whether duty or nonduty, and nonduty
19 disabilities are not entitled to the supplemental benefit.

20
21 **Sec. 2-163. Contributions.**

22
23 (a) *Member contributions.*

24
25 (1) *Amount.* Members of the plan shall make regular contributions
26 to the fund as follows: at rate equal to two (2) percent of their
27 respective earnings.

28
29 *For Police Officer members only:*

30
31 (i) ~~Effective at the beginning of the first full payroll period~~
32 ~~after October 1, 2013, the Police Officer member~~
33 ~~contribution shall increase to two and sixty seven one~~
34 ~~hundredths (2.67) percent;~~

35
36 (ii) ~~Effective the first full payroll period after October 1,~~
37 ~~2014, the Police Officer member contribution shall~~
38 ~~increase to three and thirty three one hundredths (3.33)~~
39 ~~percent; and~~

40
41 (iii) ~~Effective the first full payroll period after October 1,~~
42 ~~2015, the Police Officer member contribution shall~~
43 ~~increase to four (4) percent.~~

44
45 (iv) ~~Effective the second payroll period following the~~
46 ~~adoption of Ordinance 2019-11, the Police Officer~~
47 ~~member shall contribute 6.00 percent of earnings.~~

- 1 (iv) Effective the first payroll period after October 1, 2020,
2 the Police Officer member shall contribute seven (7.0)
3 percent of earnings.
4
- 5 (ii) Effective the first full payroll after October 1, 2022, the
6 Police Officer member shall contribute eight and one-
7 half (8.5) percent of earnings.
8
- 9 (iii) Effective the first payroll after October 1, 2023, the
10 Police Officer member shall contribute ten (10.0)
11 percent of earnings; and
12
- 13 (iv) During participation in the DROP, Police Officer
14 members shall contribute four (4.0) percent of earnings,
15 with three (3.0) percent credited to the member's DROP
16 account and one (1.0) percent applied to the pension
17 plan unfunded actuarial accrued liability ("UAAL").
18

19 For Firefighter members only:

- 20
- 21 ~~(i) Effective the beginning of the first full payroll period~~
22 ~~after April 1, 2015, the Firefighter member contribution~~
23 ~~shall increase to three and one half (3.50) percent; and~~
24
- 25 ~~(ii) Effective the first full payroll period after April 1, 2016,~~
26 ~~the Firefighter member contribution shall increase to~~
27 ~~five (5.00) percent.~~
28
- 29 (iii) Effective with the second payroll period following
30 adoption of Ordinance No. 2019-11, the Firefighter
31 member contribution shall increase from five (5)
32 percent of earnings to seven (7.0) percent of earnings.
33
- 34 (ii) Effective the first full payroll period after October 1,
35 2022, the Firefighter member contribution shall
36 increase from seven (7.0) percent to seven and one-half
37 (7.5) percent.
38
- 39 (iii) Effective the first full payroll period after October 1,
40 2023, the Firefighter member contribution shall
41 increase from seven and one-half (7.5) percent to eight
42 (8.0) percent.
43
- 44 (iv) Effective the first full payroll period after October 1,
45 2024, the Firefighter member contribution shall
46 increase from eight (8.0) percent to eight and one-half
47 (8.5) percent.
48

1 (v) Effective the first payroll period after March 31, 2025,
2 the Firefighter member contribution shall increase from
3 eight and one-half (8.5) percent to eleven (11.0) percent.

4
5 (vii) During DROP, the Firefighter member shall contribute
6 four (4.0) percent of earnings, with three (3.0) percent
7 credited to the member's DROP account and one (1.0)
8 percent applied to the Pension Plan.

9
10 * * *

11
12 (b) *State contributions.* Any monies received or receivable by reason of
13 the laws of the State of Florida for the express purpose of funding and
14 paying for the benefits of police officers or firefighters shall be
15 deposited in the fund within the time prescribed by law. Such monies
16 shall be for the sole and exclusive use of members or may be used to
17 pay extra benefits for members. Pursuant to the mutual consent
18 provisions of Sections 175.351 and 185.35, Florida Statutes, the ~~The~~
19 State contributions pursuant to Chapters 175/185 are applied to reduce
20 the Village's annual contribution.

21
22 **Sec. 2-170.1 Deferred retirement option ~~benefit~~ plan (DROP)**

23
24 * * *

25
26 (c) An employee may elect to participate in the DROP provided the
27 employee makes the election no later than thirty (30) days after
28 reaching the employee's latest normal retirement date.
29 Notwithstanding the foregoing, effective April 1, 2025 ~~upon first~~
30 ~~enactment of this Ordinance~~, members must make their initial election
31 to participate in the DROP by the later of:

32
33 (1) Thirty (30) days after reaching their latest normal retirement
34 date; or

35
36 (2) Ninety (90) days after ~~creation of the DROP~~ April 1, 2025.

37
38 * * *

39
40 Section 3. All other provisions of Division 4 of Article V of Chapter 2 of the Village Code of
41 Ordinances not expressly amended as set forth above shall remain unchanged by the adoption of the
42 Ordinance.

43
44 Section 4. The provisions of this Ordinance shall become and be made a part of the Code of the
45 Village of North Palm Beach, Florida.

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

4
5 Section 6. All ordinances or parts of ordinances and resolutions or parts of resolutions in conflict
6 with this Ordinance are hereby repealed to the extent of such conflict.

7
8 Section 7. This Ordinance shall take effect immediately upon adoption.

9
10 PLACED ON FIRST READING THIS _____ DAY OF _____, 2025.

11
12 PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF _____,
13 2025.

14
15
16 (Village Seal)

MAYOR

17
18
19 ATTEST:

20
21 _____
22 VILLAGE CLERK

23
24
25 APPROVED AS TO FORM AND
26 LEGAL SUFFICIENCY:

27
28 _____
29 VILLAGE ATTORNEY
30

VILLAGE OF NORTH PALM BEACH
VILLAGE ATTORNEY'S OFFICE

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: February 13, 2025

SUBJECT: **MOTION** – Approval of a Contract for the purchase of real property owned by Old Dixie Highway Realty LLC for a future Public Works Facility

For some time, the Village has been considering potential locations for the construction of a new facility for the Public Works Department. The existing site located on Prosperity Farms Road is cramped and does not offer adequate storage or parking for the Department's operations.

To that end, the Village pursued the purchase of two parcels of property owned by Old Dixie Highway Realty, LLC and currently occupied by Precision Landscape Company ("Property"). The Property is located within the Village on both sides of Old Dixie Highway west of the FEC railroad tracks (see attached Location Map and Survey). The property address of the western parcel (PCN: 68-43-42-17-00-000-3100) is 9555 Old Dixie Highway. The Property Appraiser lists the address of the small eastern parcel (PCN: 68-43-42-17-00-000-3120) as 9450 Old Dixie Highway; however, that address is also assigned to the property to the south owned by a different entity. Furthermore, there is a slight discrepancy in the Property Appraiser's records regarding the southern boundary of the eastern parcel. The attached Survey shows the correct boundary (both the western and eastern parcels are highlighted in yellow), as reflected in the Legal Description attached to the Contract.

The Property is 1.72 acres in size, has a Future Land Use Designation of Industrial/Business, and is currently located within the Village's I-1 Light Industrial Zoning District

Pursuant to Section 166.045, Florida Statutes, the Village was required to obtain two appraisals for the Property. The two appraisals came back with valuations of \$1,210,000 and \$2,100,000. The Village was able to negotiate a purchase price of \$1,065,000. While the original closing date was scheduled for early March, due to the delays in executing the Contract and the statutorily required thirty-day notice period, the closing date is being pushed back to March 31, 2025. The Village further agreed to lease the Property back to the property owner for a period of three months, with a possible extension for an additional three months, for the sum of \$6,000 per month. This will provide some income to the Village while plans for the construction of the new Public Works facility are developed.

By state statute, the Contract is considered an "option contract" and is expressly contingent upon the Council's approval. If Council does not approve the Contract, it will automatically terminate.

Account Information:

The Village will utilize the Appropriated Fund Balance to fund this transaction. Because the transfer of these funds will increase the total amount of the General Fund budget, a separate Budget Ordinance will be required (and has been placed on this agenda for first reading). The funds will be transferred to (and expended from) Capital Projects Fund Account No. K6018-66100 (Public Works Administration – Land).

Recommendation:

Village Staff recommends Council adoption of a motion approving the Contract with Old Dixie Highway Realty LLC for the purchase of property located at 9555 Old Dixie Highway (and the adjacent eastern parcel) at a total cost of \$1,065,000, with funds expended from Account No. K6018-66100 (Public Works Administration – Land), and authorizing the Village Manager to take all steps necessary to effectuate the purchase in accordance with Village policies and procedures.

Commercial Contract

1 **1. PARTIES AND PROPERTY:** The Village of North Palm Beach, organized and existing under the laws of Florida ("Buyer")

2 agrees to buy and Old Dixie Highway Realty LLC ("Seller")

3 agrees to sell the property at:

4 Street Address: Parcel ID #68-43-42-17-00-000-3100 and 68-43-42-17-00-000-3120, k/a

5 9450 Old Dixie Highway, North Palm Beach, FL and 9555 Old Dixie Highway, North Palm Beach, FL

6 Legal Description: See Exhibit A attached hereto

7 _____

8 and the following Personal Property: N/A

9 _____

10 (all collectively referred to as the "Property") on the terms and conditions set forth below.

11 **2. PURCHASE PRICE:**

\$ 1,065,000.00

12 (a) Deposit held in escrow by: Pineiro, Byrd, PLLC \$ 53,250.00

13 ("Escrow Agent") (checks are subject to actual and final collection)

14 Escrow Agent's address: 4600 Military Trail, 212, Jupiter, FL 33458 Phone: 5617999280

15 (b) Additional deposit to be made to Escrow Agent

16 within ___ days (3 days, if left blank) after completion of Due Diligence Period or

17 within ___ days after Effective Date _____ \$ _____

18 (c) Additional deposit to be made to Escrow Agent

19 within ___ days (3 days, if left blank) after completion of Due Diligence Period or

20 within ___ days after Effective Date _____ \$ _____

21 (d) Total financing (see Paragraph 5) _____ \$ _____

22 (e) Other _____ \$ _____

23 (f) All deposits will be credited to the purchase price at closing.

24 Balance to close, subject to adjustments and prorations, to be paid

25 via wire transfer. \$ 1,011,750.00

26 For the purposes of this paragraph, "completion" means the end of the Due Diligence Period or upon delivery of

27 Buyer's written notice of acceptability.

28 **3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME:** Unless this offer is signed by Seller
29 and Buyer and an executed copy delivered to all parties on or before January 10, 2025, this offer
30 will be withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be
31 3 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the
32 last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer or
33 N/A. Calendar days will be used when computing time periods, except time periods of 5
34 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal
35 holidays. Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next
36 business day. Time is of the essence in this Contract.

37 **4. CLOSING DATE AND LOCATION:**

38 (a) Closing Date: This transaction will be closed on March 6, 2025 (Closing Date), unless
39 specifically extended by other provisions of this Contract. The Closing Date will prevail over all other time periods
40 including, but not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended

Buyer (SA) () and Seller ([Signature]) ([Signature]) acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.

41 on Closing Date and **Buyer** is unable to obtain property insurance, **Buyer** may postpone closing up to 5 days after
42 the insurance underwriting suspension is lifted.

43 (b) **Location:** Closing will take place in Palm Beach County, Florida. (If left blank, closing will take place in the
44 county where the property is located.) Closing may be conducted by mail or electronic means.

45 **5. THIRD PARTY FINANCING:**

46 **BUYER'S OBLIGATION:** On or before ____ days (5 days if left blank) after Effective Date, **Buyer** will apply for third
47 party financing in an amount not to exceed ____% of the purchase price or \$_____, with a fixed
48 interest rate not to exceed ____% per year with an initial variable interest rate not to exceed ____%, with points or
49 commitment or loan fees not to exceed ____% of the principal amount, for a term of ____ years, and amortized
50 over ____ years, with additional terms as follows:

51 _____
52 **Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any
53 lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within ____ days (45 days if left
54 blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and (iii) close
55 the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the mortgage
56 broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately upon
57 obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and reasonable
58 diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within ____ days (3 days if left blank)
59 deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract.
60 If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time thereafter.
61 Unless this financing contingency has been waived, this Contract shall remain subject to the satisfaction, by closing, of
62 those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes of Paragraph 5 only):** If **Buyer**
63 has used good faith and reasonable diligence but does not obtain Loan Approval by Loan Approval Date and
64 thereafter either party elects to cancel this Contract as set forth above or the lender fails or refuses to close on or
65 before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be returned to **Buyer**, whereupon both
66 parties will be released from all further obligations under this Contract, except for obligations stated herein as surviving
67 the termination of this Contract. If neither party elects to terminate this Contract as set forth above or **Buyer** fails to use
68 good faith or reasonable diligence as set forth above, **Seller** will be entitled to retain the Deposit(s) if the transaction
69 does not close. For purposes of this Contract, "Loan Approval" means a statement by the lender setting forth the terms
70 and conditions upon which the lender is willing to make a particular mortgage loan to a particular buyer. Neither a pre-
71 approval letter not a prequalification letter shall be deemed a Loan Approval for purposes of this Contract.

72 **6. TITLE:** **Seller** has the legal capacity to and will convey marketable title to the Property by statutory warranty
73 deed special warranty deed other _____, free of liens, easements and
74 encumbrances of record or known to **Seller**, but subject to property taxes for the year of closing; covenants,
75 restrictions and public utility easements of record; existing zoning and governmental regulations; and (list any other
76 matters to which title will be subject) _____

77 _____
78 provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the
79 Property as Public works facility

80 (a) **Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent
81 and pay for the title search and closing services. **Seller** will, at (check one) **Seller's** **Buyer's** expense and
82 within ____ days after Effective Date or at least 45 days before Closing Date deliver to **Buyer** (check one)
83 (i) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be discharged by
84 **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount of the purchase
85 price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the evidence of title and
86 **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after Effective Date. (ii.) an
87 abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an existing firm.
88 However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable to the proposed
89 insurer as a base for reissuance of coverage may be used. The prior policy will include copies of all policy
90 exceptions and an update in a format acceptable to **Buyer** from the policy effective date and certified to **Buyer** or

Buyer () and Seller () acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.

91 **Buyer's** closing agent together with copies of all documents recited in the prior policy and in the update. If such
92 an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of title.

93 **(b) Title Examination:** **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller**
94 of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or (2)
95 **Buyer** delivers proper written notice and **Seller** cures the defects within 30 days from receipt of the notice
96 ("Curative Period"). **Seller** shall use good faith efforts to cure the defects. If the defects are cured within the
97 Curative Period, closing will occur on the latter of 10 days after receipt by **Buyer** of notice of such curing or the
98 scheduled Closing Date. **Seller** may elect not to cure defects if **Seller** reasonably believes any defect cannot be
99 cured within the Curative Period. If the defects are not cured within the Curative Period, **Buyer** will have 10 days
100 from receipt of notice of **Seller's** inability to cure the defects to elect whether to terminate this Contract or accept
101 title subject to existing defects and close the transaction without reduction in purchase price.

102 **(c) Survey:** (check applicable provisions below)

103 (i.) **Seller** will, within 10 days from Effective Date, deliver to **Buyer** copies of prior surveys,
104 plans, specifications, and engineering documents, if any, and the following documents relevant to this
105 transaction:

106 _____
107 prepared for **Seller** or in **Seller's** possession, which show all currently existing structures. In the event this
108 transaction does not close, all documents provided by **Seller** will be returned to **Seller** within 10 days from the
109 date this Contract is terminated.

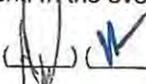
110 **Buyer** will, at **Seller's** **Buyer's** expense and within the time period allowed to deliver and examine
111 title evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals
112 encroachments on the Property or that the improvements encroach on the lands of another, **Buyer** will
113 accept the Property with existing encroachments such encroachments will constitute a title defect to be
114 cured within the Curative Period.

115 **(d) Ingress and Egress:** **Seller** warrants that the Property presently has ingress and egress.

116 **7. PROPERTY CONDITION:** **Seller** will deliver the Property to **Buyer** at the time agreed in its present "as is" condition,
117 ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition. **Seller**
118 makes no warranties other than marketability of title. In the event that the condition of the Property has materially
119 changed since the expiration of the Due Diligence Period, **Buyer** may elect to terminate the Contract and receive a
120 refund of any and all deposits paid, plus interest, if applicable, or require **Seller** to return the Property to the required
121 condition existing as of the end of Due Diligence period, the cost of which is not to exceed \$ 50,000.00 (1.5% of
122 the purchase price, if left blank). By accepting the Property "as is", **Buyer** waives all claims against **Seller** for any
123 defects in the Property. (Check (a) or (b))

124 **(a) As Is:** **Buyer** has inspected the Property or waives any right to inspect and accepts the Property in its "as is"
125 condition.

126 **(b) Due Diligence Period:** **Buyer** will, at **Buyer's** expense and within 45 days from Effective Date ("Due
127 Diligence Period"), determine whether the Property is suitable, in **Buyer's** sole and absolute discretion. During the
128 term of this Contract, **Buyer** may conduct any tests, analyses, surveys and investigations ("Inspections") which
129 **Buyer** deems necessary to determine to **Buyer's** satisfaction the Property's engineering, architectural,
130 environmental properties; zoning and zoning restrictions; flood zone designation and restrictions; subdivision
131 regulations; soil and grade; availability of access to public roads, water, and other utilities; consistency with local,
132 state and regional growth management and comprehensive land use plans; availability of permits, government
133 approvals and licenses; compliance with American with Disabilities Act; absence of asbestos, soil and ground
134 water contamination; and other inspections that **Buyer** deems appropriate. **Buyer** will deliver written notice to
135 **Seller** prior to the expiration of the Due Diligence Period of **Buyer's** determination of whether or not the Property
136 is acceptable. **Buyer's** failure to comply with this notice requirement will constitute acceptance of the Property in
137 its present "as is" condition. **Seller** grants to **Buyer**, its agents, contractors and assigns, the right to enter the
138 Property at any time during the term of this Contract for the purpose of conducting Inspections, upon reasonable
139 notice, at a mutually agreed upon time; provided, however, that **Buyer**, its agents, contractors and assigns enter
140 the Property and conduct Inspections at their own risk. **Buyer** will indemnify and hold **Seller** harmless from
141 losses, damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from
142 liability to any person, arising from the conduct of any and all inspections or any work authorized by **Buyer**. **Buyer**
143 will not engage in any activity that could result in a mechanic's lien being filed against the Property without
144 **Seller's** prior written consent. In the event this transaction does not close, (1) **Buyer** will repair all damages to the

Buyer () and Seller () acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.

145 Property resulting from the Inspections and return the Property to the condition it was in prior to conduct of the
146 Inspections, and (2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a
147 result of the Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that
148 Buyer's deposit will be immediately returned to Buyer and the Contract terminated.

149 (c) **Walk-through Inspection:** Buyer may, on the day prior to closing or any other time mutually agreeable to the
150 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and
151 to ensure that all Property is on the premises.

152 **8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any
153 business conducted on the Property in the manner operated prior to Contract and will take no action that would
154 adversely impact the Property after closing, as to tenants, lenders or business, if any. Any changes, such as renting
155 vacant space, that materially affect the Property or Buyer's intended use of the Property will be permitted only with
156 Buyer's consent without Buyer's consent.

157 **9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with
158 the norms where the Property is located.

159 (a) **Possession and Occupancy:** Seller will deliver possession and occupancy of the Property to Buyer at
160 closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks,
161 mailboxes, and security systems.

162 (b) **Costs:** Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing
163 statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and
164 recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or
165 prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

166 (c) **Documents:** Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable
167 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each
168 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its
169 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer,
170 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium
171 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters (if
172 applicable); tenant subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or
173 Buyer's lender; assignments of permits and licenses; corrective instruments; and letters notifying tenants of the
174 change in ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller, if requested by the
175 Buyer in writing, will certify that information regarding the tenant's lease is correct. If Seller is an entity, Seller will
176 deliver a resolution of its governing authority authorizing the sale and delivery of the deed and certification by the
177 appropriate party certifying the resolution and setting forth facts showing the conveyance conforms to the
178 requirements of local law. Seller will transfer security deposits to Buyer. Buyer will provide the closing statement,
179 mortgages and notes, security agreements, and financing statements.

180 (d) **Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond
181 payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance
182 premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the
183 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due
184 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request
185 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

186 (e) **Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date
187 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will
188 pay all installments due and payable on or before the Closing Date, with any installment for any period extending
189 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the
190 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing
191 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially
192 completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last
193 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and
194 does not apply to condominium association special assessments.

195 (f) **Foreign Investment in Real Property Tax Act (FIRPTA):** If Seller is a "foreign person" as defined by FIRPTA,
196 Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will
197 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply

Buyer () () and Seller () () acknowledge receipt of a copy of this page, which is Page 4 of 8 Pages.

198 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or
199 Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the
200 withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the
201 requirement.

202 **10. ESCROW AGENT:** **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to receive,
203 deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance with the
204 terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of escrowed items to
205 **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross negligence. If Agent
206 has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option, (a) hold the escrowed
207 items until the parties mutually agree to its disbursement or until a court of competent jurisdiction or arbitrator
208 determines the rights of the parties or (b) deposit the escrowed items with the clerk of the court having jurisdiction over
209 the matter and file an action in interpleader. Upon notifying the parties of such action, Agent will be released from all
210 liability except for the duty to account for items previously delivered out of escrow. If Agent is a licensed real estate
211 broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent interpleads the escrowed items
212 or is made a party because of acting as Agent hereunder, Agent will recover reasonable attorney's fees and costs
213 incurred, with these amounts to be paid from and out of the escrowed items and charged and awarded as court costs
214 in favor of the prevailing party.

215 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged
216 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-
217 complying party specifying the non-compliance. The non-complying party will have 3 days (5 days if left blank) after
218 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

219 **12. FORCE MAJEURE:** **Buyer** or **Seller** shall not be required to perform any obligation under this Contract or be liable
220 to each other for damages so long as performance or non-performance of the obligation, or the availability of services,
221 insurance, or required approvals essential to Closing, is disrupted, delayed, caused or prevented by Force Majeure.
222 "Force Majeure" means: hurricanes, floods, extreme weather, earthquakes, fire, or other acts of God, unusual
223 transportation delays, or wars, insurrections, or acts of terrorism, which, by exercise of reasonable diligent effort, the
224 non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will
225 be extended a reasonable time up to 7 days after the Force Majeure no longer prevents performance under this
226 Contract, provided, however, if such Force Majeure continues to prevent performance under this Contract more than
227 30 days beyond Closing Date, then either party may terminate this Contract by delivering written notice to the other
228 and the Deposit shall be refunded to **Buyer**, thereby releasing **Buyer** and **Seller** from all further obligations under this Contract.

229 **13. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is
230 not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit
231 will be returned in accordance with applicable Florida Laws and regulations.

232 **14. DEFAULT:**

233 (a) In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make
234 the title marketable after diligent effort, **Buyer** may elect to receive return of **Buyer's** deposit without thereby
235 waiving any action for damages resulting from **Seller's** breach and may seek to recover such damages or seek
236 specific performance. If **Buyer** elects a deposit refund, **Seller** may be liable to **Broker** for the full amount of the
237 brokerage fee.

238 (b) In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1)
239 retain all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the
240 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek
241 specific performance. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1)
242 terminate the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without
243 waiving any remedy for **Buyer's** default.

244 **15. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the
245 prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and **Broker**, will be awarded reasonable
246 attorneys' fees, costs, and expenses.

247 **16. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or
248 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,
249 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)
250 representing a party will be as effective as if given by or delivered to that party.

Buyer  and **Seller**  acknowledge receipt of a copy of this page, which is Page 5 of 8 Pages.

251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301

17. DISCLOSURES:

(a) **Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any interest in real property. This lien right cannot be waived before the commission is earned.

(b) **Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such liens, if any, shall be paid as set forth in Paragraph 9(e).

(c) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

(d) **Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by Section 553.996, Florida Statutes.

18. RISK OF LOSS:

(a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the Buyer.

(b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with and assist Buyer in collecting any such award.

19. ASSIGNABILITY; PERSONS BOUND: This Contract may be assigned to a related entity, and otherwise is not assignable is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns (if assignment is permitted).

20. MISCELLANEOUS: The terms of this Contract constitute the entire agreement between Buyer and Seller. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records.

21. BROKERS: Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to, a licensed real estate Broker other than:

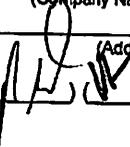
(a) Seller's Broker: N/A (Company Name) N/A (Licensee)

(Address, Telephone, Fax, E-mail)

who is a single agent is a transaction broker has no brokerage relationship and who will be compensated by Seller Buyer both parties pursuant to a listing agreement other (specify) _____

(b) Buyer's Broker: N/A (Company Name) N/A (Licensee)

(Address, Telephone, Fax, E-mail)

Buyer () and Seller () acknowledge receipt of a copy of this page, which is Page 6 of 8 Pages.

302 who is a single agent is a transaction broker has no brokerage relationship and who will be compensated by
303 Seller's Broker Seller Buyer both parties pursuant to other (specify)
304

305 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to
306 inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to
307 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including
308 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is
309 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to
310 Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of
311 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and
312 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

313 **22. OPTIONAL CLAUSES:** (Check if any of the following clauses are applicable and are attached as an addendum to
314 this Contract):

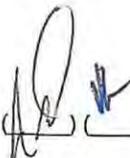
- | | | |
|---|--|---|
| 315 <input type="checkbox"/> Arbitration | <input type="checkbox"/> Seller Warranty | <input type="checkbox"/> Existing Mortgage |
| 316 <input type="checkbox"/> Section 1031 Exchange | <input type="checkbox"/> Coastal Construction Control Line | <input type="checkbox"/> Buyer's Attorney Approval |
| 317 <input type="checkbox"/> Property Inspection and Repair | <input type="checkbox"/> Flood Area Hazard Zone | <input type="checkbox"/> Seller's Attorney Approval |
| 318 <input type="checkbox"/> Seller Representations | <input type="checkbox"/> Seller Financing | <input checked="" type="checkbox"/> Other <u>Exhibit A, and Addendum #1</u> |

319 **23. ADDITIONAL TERMS:**

320 This Contract is contingent upon the approval of the Village Council for the Village of North Palm Beach on or
321 before February 15, 2025. Should the Village Council not approve the Contract by February 15, 2025, this
322 Contract shall be null and void.
323

324 The Seller shall lease back the Property for 3 months post closing with the option to extend the lease back for
325 an additional 3 months. The monthly rental amount shall be \$6,000.00 per month.
326
327
328
329

330 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE
331 ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL
332 FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE
333 PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE
334 EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR
335 REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER
336 ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL
337 REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER
338 REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF
339 THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS AND
340 GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE AND
341 FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

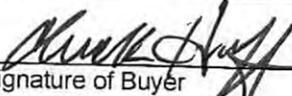
Buyer () and Seller () acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.

342 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other
343 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its
344 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized
345 to do so.

346 **ATTENTION: SELLER AND BUYER**

347 **CONVEYANCES TO FOREIGN BUYERS:** Part III of Chapter 692, Sections 692.201 - 692.205, Florida Statutes, 2023
348 (the "Act"), in part, limits and regulates the sale, purchase and ownership of certain Florida properties by certain buyers
349 who are associated with a "foreign country of concern", namely: the People's Republic of China, the Russian
350 Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the
351 Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic. **It is a crime to buy or knowingly sell property**
352 **in violation of the Act.**

353 **At time of purchase, Buyer must provide a signed Affidavit which complies with the requirements of the Act.**
354 **Seller and Buyer are advised to seek legal counsel regarding their respective obligations and liabilities under the Act.**

355  Date: 1/8/25
(Signature of Buyer)

356 Village of North Palm Beach Tax ID No.: 59-6017984
(Typed or Printed Name of Buyer)

357 Title: Village Manager Telephone: 561-904-2122

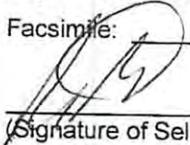
358 _____ Date: _____
(Signature of Buyer)

359 _____ Tax ID No.: _____
(Typed or Printed Name of Buyer)

360 Title: _____ Telephone: _____

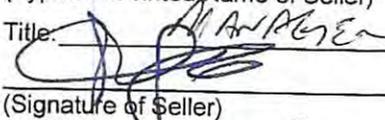
361 Buyer's Address for purpose of notice 501. U.S. Highway 1 North Palm Beach, FL 33408

362 Facsimile: _____ Email: _____

363  Date: 1/6/2025
(Signature of Seller)

364 Old Dixie Highway Realty LLC Tax ID No.: _____
(Typed or Printed Name of Seller)

365 Title: MANAGER Telephone: _____

366  Date: 1/6/2025
(Signature of Seller)

367 VINCENTO GIORDANO Tax ID No.: _____
(Typed or Printed Name of Seller)

368 Title: MANAGER Telephone: _____

369 Seller's Address for purpose of notice: _____

370 Facsimile: _____ Email: _____

Florida REALTORS® makes no representation as to the legal validity or adequacy of any provision of this form in any specific transaction. This standardized form should not be used in complex transactions or with extensive riders or additions. This form is available for use by the entire real estate industry and is not intended to identify the user as REALTOR®. REALTOR® is a registered collective membership mark which may be used only by real estate licensees who are members of the NATIONAL ASSOCIATION OF REALTORS® and who subscribe to its Code of Ethics. The copyright laws of United States (17 U.S. Code) forbid the unauthorized reproduction of this form by any means including facsimile or computerized forms.

Buyer  and Seller   acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

ADDENDUM #1 TO CONTRACT FOR SALE AND PURCHASE

SELLER: Old Dixie Highway Realty LLC

BUYER: The Village of North Palm Beach, organized and existing under the laws of Florida

PROPERTY: See Exhibit A attached hereto

The parties agree that the terms and conditions contained herein are incorporated into and made a part of the Commercial Contract:

The Commercial Contract together with Addendums and Riders shall collectively be referred to as the "Contract".

1. Seller is aware that Buyer is a municipal corporation and is subject to the requirements of Section 166.045 F.S. In compliance with Section 166.045 F. S. this Contract will be deemed an option contract. Seller is aware of its disclosure requirements under Section 286.23 F.S., a copy of which is attached hereto, and will comply with same as required. The Seller is aware that the statute requires the disclosure, under oath and in writing, subject to penalties for perjury, of any party holding any legal or beneficial interest in the property, however small. Beneficial interest includes, but is not limited to, any beneficiary named under any trust which holds legal or equitable title to the Property. Any delay by Seller in providing the required disclosure will extend the Closing Date in order that compliance with the section may be obtained.
2. The Escrow Deposit shall be due 5 days after the Effective Date.
3. Seller will deliver to Buyer a copy of the title policy and survey, and states that there are no current rent rolls, leases, permits and certificates of occupancy, certified income and expense statements, agreements with third parties that will remain in effect after closing, plans, specifications, engineering documents that need to be delivered to Buyer. Buyer may terminate this Contract by written notice to Seller within fifteen (15) days after receipt of the above documents if the statements differ materially from Seller's representations.
4. Notwithstanding the provisions of Section 7(b)(2) Buyer will not be obligated to release any reports obtained by Buyer to Seller.
5. Seller or Buyer will not be required to perform any obligation under this Contract or be liable to each other for damages so long as the performance or non-performance of the obligation is delayed, caused, or prevented by an act of God or force majeure. An "act of God or force majeure" is defined as hurricanes, earthquakes, floods, fire, unusual transportation delays, wars, insurrections, and any other cause not reasonably within the control of Seller or Buyer and which by the exercise of due diligence the non-performing party is unable in whole or in part to prevent or overcome. All time periods, including Closing Date, will be extended for the period that the act of God or force majeure is in place. However, in the event that such act of God or force majeure event continues beyond thirty (30) days, either party may terminate this Contract by delivering written notice to the other, and Buyer's deposit shall be returned.

6. Calendar days will be used when computing time periods, except time period of 5 days or less. Time periods of 5 days or less will be computed without including Saturday, Sunday, or national legal holidays specified in 5 U.S.C 6103(a). Any time period ending on a Saturday, Sunday, or national legal holiday will extend until 5:00 pm (where the Property is located) of the next business day. Time is of the essence.

7. Section 20 Miscellaneous of the Contract is deleted and replaced with the following: This Contract is the entire agreement between Seller and Buyer. No prior or present agreements will bind Seller or Buyer unless incorporated into this Contract. Modifications of this Contract will not be binding unless in writing, signed or initialed and delivered by the party to be bound. This Contract, signatures, initials, documents referenced in the Contract, counterparts, and written modifications, communicated as required in the notice provisions contained herein will be acceptable for all purposes including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract will prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. Seller and Buyer will use diligence and good faith in performing all obligations under this Contract. This Contract shall not be recorded in any public record (other than as required by the Buyer's status as a municipal corporation). The terms "Seller", "Buyer" may be singular or plural. This Contract is binding on the heirs, administrators, executors, personal representatives, and assigns, if permitted, of Seller and Buyer.

8. Section 14 (b) stating "or (2) seek specific performance" is hereby deleted from the Contract.

9. Notwithstanding any the provisions of Section 7, in the event of environmental damage that occurs after the effective date, Seller will bear the entire cost of clean up. If the Seller refuses to do so, the Buyer may cancel the Contract, and receive a full return of Buyer's deposit.

10. Any offers presented by other parties to the Seller after the date this Contract is signed, if accepted by Seller, will be deemed "back up" offers/contracts and will be subject to the cancellation of this Contract.

11. Notwithstanding any terms to the contrary, all notices required or permitted under this Contract shall be in writing and hand delivered or mailed (postage prepaid) to the following addresses:

As to the Buyer: Village of North Palm Beach
501 US 1
North Palm Beach, Florida 33408

With a copy to: Leonard Rubin, Esq.
Torcivia, Donlon, Goddeau & Rubin, P.A.
Northpoint Corporate Center
701 Northpoint Parkway, Suite 209
West Palm Beach, Florida 33407

As to the Seller:

Old Dixie Highway Realty, LLC
9450 Old Dixie Highway
Lake Park, Florida 33403

12. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the terms of this Contract shall be held in Palm Beach County, FL.
13. This Contract shall not be construed more strongly against either party regardless of which party was responsible for its preparation.
14. Deposits and/or proceeds payable under the terms of the Contract to Escrow Agent and/or Closing Agent shall be subject to clearance.
15. Commissions, if any, will be paid by the party employing any broker/agent. Buyer has not employed any broker/agent.
16. This Addendum may be executed in one or more counterparts, each of which shall be an original, but all of which shall together constitute one and the same fully executed Addendum to Contract.
17. In the event of any inconsistencies between the provisions of this Addendum and the provisions of the Contract for Sale and Purchase, the provisions of this Addendum shall prevail and control.
18. ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

Signatures contained on following page

IN WITNESS WHEREOF, the parties have executed this addendum the date set forth below.

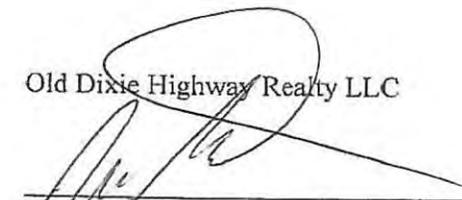
The Village of North Palm Beach


By: Chuck Huff

Its: Manager

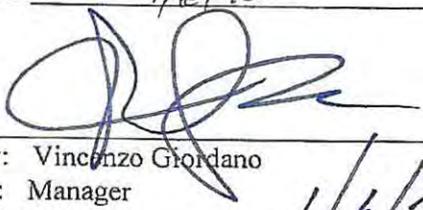
Date: 1/8/25

Old Dixie Highway Realty LLC


By: Ricardo Giordano

Its: Manager

Date: 1/6/2025


By: Vincenzo Giordano

Its: Manager

Date: 1/6/2025

Exhibit "A"
LEGAL DESCRIPTION

Parcel 1:

That portion of the Southwest Quarter (SW ¼) of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) of Section 17, Township 42 South, Range 43 East, lying between the Florida East Coast Railroad Right-of-Way on the East and a County Road, 40 feet wide (Old Dixie Highway) on the West, LESS the South 150 feet thereof in Palm Beach County, Florida.

Parcel 2:

The Southeast Quarter (SE ¼) of the Northeast Quarter (NE ¼) of Section 18, Township 42 South, Range 43 East, Palm Beach County, Florida, lying West of Old Dixie Highway and Southeast of the South Florida Water Management District C-17 Canal, LESS the South 150 feet thereof, Palm Beach County, Florida.

AND

That part of the Southwest Quarter (SW ¼) of the Northwest Quarter (NW ¼) lying West of Old Dixie Highway, LESS the South 150 feet thereof, in Section 17, Township 42 South, Range 43 East, Palm Beach County, Florida.

SECOND ADDENDUM TO COMMERCIAL CONTRACT

Seller: Old Dixie Highway Realty LLC

Buyer: The Villages of North Palm Beach, organized and existing under the laws of Florida

Property: 9450 Old Dixie Highway, North Palm Beach, FL and 9555 Old Dixie Highway, North Palm Beach, FL

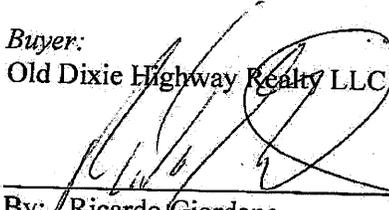
Seller and Buyer agree to the following contract modifications:

1. The closing date shall be extended to March 31, 2025.
2. All other terms and conditions of the original Commercial Contract shall remain in full force and effect.
3. This Addendum may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same document. Facsimile and electronic transmissions of this Addendum and all signatures thereon shall be considered as original for all purposes.

Seller:
The Village of North Palm Beach


By: Chuck Huff
Its: Manager
Date: 2/7/25

Buyer:
Old Dixie Highway Realty LLC


By: Ricardo Giordano
Its: Manager
Date: 2/6/2025


By: Vincenzo Giordano
Its: Manager
Date: 2/6/2025



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

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: February 13, 2025

SUBJECT: **ORDINANCE 1st Reading** – Amending the Adopted General Fund Budget to provide funding for the acquisition of real property for a new Public Works Facility

As referenced in the Memorandum seeking Village Council approval of the Contract to purchase the 1.72-acre property located at 9555 Old Dixie Highway (including the adjacent eastern parcel), Village Staff seeks to fund the \$1,065,000 purchase utilizing the Appropriated Fund Balance. Because the transfer of these funds will increase the total amount of the General Fund budget for Fiscal Year 2025, the Village is required to appropriate the funds by Ordinance. Consequently, assuming Village Council approval of the Contract, Village Staff is requesting Council approval of an Ordinance adopting the following budget amendment:

Budget Amendment:

Account	Description	Use	Source
General Fund:			
A4600-09100	Appropriated Fund Balance		\$1,065,000
A5540-49032	Transfer Out to Capital Projects Fund	\$ 1,065,000	
Total General Fund		\$1,065,000	\$1,065,000
Capital Projects Fund:			
K3900-09180	Transfer In from General Fund		\$1,065,000
K6018-66100	Public Works Admin - Land	\$ 1,065,000	
Total Capital Projects Fund		\$ 1,065,000	\$1,065,000

The attached Ordinance has been prepared and reviewed by this office for legal sufficiency.

Recommendation:

Village Staff requests Council consideration and approval on first reading of the attached Ordinance authorizing the Mayor and Village Clerk to executed the required budget amendment utilizing \$1,065,000 from the unassigned fund balance to provide the required funds for the purchase of real property located at 9555 Old Dixie Highway (and the adjacent eastern parcel) for the future construction of a new Public Works Facility in accordance with Village policies and procedures.

ORDINANCE NO. 2025-_____

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING THE ADOPTED GENERAL FUND BUDGET TO PROVIDE FUNDING FOR THE PURCHASE OF REAL PROPERTY FOR A NEW PUBLIC WORKS DEPARTMENT FACILITY; TRANSFERRING \$1,065,000 FROM THE UNASSIGNED FUND BALANCE TO THE CAPITAL PROJECTS FUND PUBLIC WORKS LAND ACQUISITION CAPITAL ACCOUNT; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in order to provide funding for the acquisition of real property for the construction of a new Public Works Department facility, the Village Council wishes to amend the General Fund Budget to transfer \$1,065,000.00 from the Unassigned Fund Balance to the Capital Projects Fund Public Works Land Acquisition Capital Account; and

WHEREAS, because this amendment increases the total amount of the budget, this transfer must be accomplished by ordinance as required by Section 166.241, Florida Statutes; and

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

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

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

Section 2. The Village Council hereby amends the adopted Village of North Palm Beach General Fund budget for Fiscal Year 2025 as follows:

Budget Amendment:

Account	Description	Use	Source
General Fund:			
A4600-09100	Appropriated Fund Balance		\$1,065,000
A5540-49032	Transfer Out to Capital Projects Fund	\$ 1,065,000	
Total General Fund		\$1,065,000	\$1,065,000
Capital Projects Fund:			
K3900-09180	Transfer In from General Fund		\$1,065,000
K6018-66100	Public Works Admin - Land	\$ 1,065,000	
Total Capital Projects Fund		\$ 1,065,000	\$1,065,000

1 Section 3. The Mayor and Village Clerk are hereby authorized and directed to execute the
2 budget amendment for and on behalf of the Village of North Palm Beach.

3
4 Section 4. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for
5 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void,
6 such holding shall not affect the remainder of this Ordinance.

7
8 Section 5. All ordinances and resolutions, or parts of ordinances and resolutions, in conflict
9 herewith are hereby repealed to the extent of such conflict.

10
11 Section 6. This Ordinance shall be effective immediately upon adoption.

12
13 PLACED ON FIRST READING THIS ____ DAY OF _____, 2025.

14
15 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF
16 _____, 2025.

17
18
19 (Village Seal)

MAYOR

20
21
22
23 ATTEST:

24
25 _____
26 VILLAGE CLERK

27
28 APPROVED AS TO FORM AND
29 LEGAL SUFFICIENCY:

30
31 _____
32 VILLAGE ATTORNEY

**VILLAGE OF NORTH PALM BEACH
PUBLIC WORKS DEPARTMENT**

TO: Honorable Mayor and Council
THRU: Chuck Huff, Village Manager
FROM: Marc Holloway, Field Operations Manager
DATE: February 13, 2025
SUBJECT: **RESOLUTION – Approval of a FY 2025 blanket purchase order to Flying Scot, Inc. for sidewalk removal and replacement in an amount not to exceed \$200,000.**

Through the adoption of Resolution 2024-106 on December 12, 2024, the Village Council approved the issuance of a blanket purchase order to Flying Scot, Inc. in the amount of \$75,000. Village staff continues its efforts to repair and improve public sidewalks to enhance safety, ensure ADA compliance, and improve the community. Sidewalk removal and replacement locations are identified through ongoing inspections.

The Village has received a quote of \$117,951.25 for sidewalk repairs on the westside. However, to accommodate additional repairs, staff is requesting authorization for a total of \$200,000 for sidewalk repairs with this vendor.

Per the Village’s purchasing policy, Council approval is required when total fiscal year expenditures with a single vendor exceed \$100,000.

Staff recommends utilizing the City of Palm Beach Gardens’ recent contract (ITB20240-160PS), executed on August 1, 2024. This contract, which received 13 bids for various Public Works projects, identified Flying Scot, Inc. as the lowest qualified bidder for sidewalk repairs. The Village’s purchasing policies allow for cooperative purchasing through other state and local government contracts.

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

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
General Fund	Public Works/ Streets & Grounds	A7321-34687	R & M SIDEWALK REPLACEMENT	\$200,000

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving the issuance of a FY 2025 blanket purchase order to Flying Scot Inc. in an amount not to exceed \$200,000, with funds expended from Account No. A7321-34687 (Public Works/Streets and Grounds – R&M Sidewalk Replacement), utilizing pricing established in an existing City of Palm Beach Gardens contract in accordance with Village policies and procedures.

RESOLUTION 2025-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A BLANKET PURCHASE ORDER WITH FLYING SCOT INC. FOR SIDEWALK REMOVAL AND REPLACEMENT UTILIZING PRICING ESTABLISHED IN AN EXISTING CITY OF PALM BEACH GARDENS CONTRACT IN THE AMOUNT OF \$200,000; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2024-106 on December 12, 2024, the Village Council approved the issuance of a blanket purchase order to Flying Scot, Inc. for sidewalk removal and replacement in the amount of \$75,000; and

WHEREAS, Village Staff is requesting an increase in the amount of the blanket purchase order to effectuate sidewalk repairs and replacement throughout the western portion of the Village; and

WHEREAS, the Village's Purchasing Policies authorize the use of blanket purchase orders for materials purchased over a certain period of time not to exceed a single fiscal year and require Village Council approval for blanket purchase orders issued to a single vendor in excess of \$100,000; 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 increases the amount of the blanket purchase order issued to Flying Scot Inc. for sidewalk removal and replacement by an additional \$125,000, for a total of \$200,000 for Fiscal Year 2025, utilizing pricing established in an existing City of Palm Beach Gardens Agreement for Miscellaneous Public Works Projects (ITB2024-160PS), with funds expended from Account No. A7321-34687 (Streets & Grounds – R & M Sidewalk Replacement).

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2025.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

ESTIMATE

Flying Scot, Inc.
11924 w forest hill blvd
Wellington, FL 33414

shawn@flyingscotinc.com
+1 (561) 723-5812

VILLAGE OF NORTH PALM BCH

Bill to
VILLAGE OF NORTH PALM BEACH
645 PROSPERITY FARMS RD.
FLORIDA

Ship to
VILLAGE OF NORTH PALM BEACH
645 PROSPERITY FARMS RD.
FLORIDA

Estimate details

Estimate no.: 1975
Estimate date: 06/24/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		FORM AND POUR 4"	FORM AND POUR 4" CONCRETE	6495	\$3.00	\$19,485.00
2.		REMOVE 4" CONCRETE	REMOVE 4" CONCRETE	6495	\$1.75	\$11,366.25
3.		LABOR	MAN HOURS CONTRACT #1	335	\$260.00	\$87,100.00
4.		Services	Remove and replace sidewalk areas per sidewalk list emailed 10-2-24	0	\$0.00	\$0.00

Total **\$117,951.25**

Note to customer

Thank you for your business.

Overdue

07/16/2024

Accepted date

Accepted by

Sidewalk List

Address	Location	Comments	ADA 2x5	Eliminate Sidewalks	Areas	Feet
909	Laurel Rd.				1	5
949	Laurel Rd.				1	5
968	Laurel Rd.				1	5
964	Laurel Rd.				1	5
912	Laurel Rd.				1	5
900	Laurel Rd.				1	40
716	Buttonwood Rd.				1	6
728	Buttonwood Rd.				1	5
756	Buttonwood Rd.				1	5
800	Buttonwood Rd.				1	15
836	Buttonwood Rd.				1	5
832	Buttonwood Rd.				1	5
816	Buttonwood Rd.				2	20
808	Buttonwood Rd.				1	10
817	Buttonwood Rd.				1	5
825	Buttonwood Rd.				1	10
829	Buttonwood Rd.				1	30
837	Buttonwood Rd.				1	10
841	Buttonwood Rd.				1	20
729	Buttonwood Rd.				1	15
705	Buttonwood Rd.				1	20
724	Alamanda Rd.				2	10
749	Cinnamon Rd.				1	20
745	Cinnamon Rd.				1	17
717	Cinnamon Rd.				1	10
709	Cinnamon Rd.				1	6
740	Cinnamon Rd.				1	5
748	Cinnamon Rd.				1	5
752	Cinnamon Rd.				1	15
756	Cinnamon Rd.				1	10
808	Alamanda Rd.				1	5

Address	Location	Comments	ADA 2x5	Eliminate Sidewalks	Areas	Feet
836	Cinnamon Rd.				1	5
828	Cinnamon Rd.				1	5
824	Cinnamon Rd.				1	5
816	Cinnamon Rd.				2	25
808	Cinnamon Rd.				4	25
804	Cinnamon Rd.				2	20
801	Cinnamon Rd.				1	10
809	Cinnamon Rd.				1	5
813	Cinnamon Rd.				1	5
821	Cinnamon Rd.				2	15
945	Dogwood Rd.				2	15
957	Dogwood Rd.				2	15
944	Dogwood Rd.				2	10
932	Dogwood Rd.				1	10
928	Dogwood Rd.				3	24
924	Dogwood Rd.				1	10
920	Dogwood Rd.				2	10
900	Eucalyptus Rd.				2	10
852	Dogwood Rd.				1	5
844	Dogwood Rd.				3	40
840	Dogwood Rd.				1	15
832	Dogwood Rd.				1	59
828	Dogwood Rd.				1	5
824	Dogwood Rd.					35
820	Dogwood Rd.				1	10
812	Dogwood Rd.				1	10
801	Dogwood Rd.				3	20
813	Dogwood Rd.				1	5
845	Dogwood Rd.				1	5
905	Firetree Rd.				3	25
933	Firetree Rd.				1	15
945	Firetree Rd.				1	5
928	Firetree Rd.				1	5

Address	Location	Comments	ADA 2x5	Eliminate Sidewalks	Areas	Feet
924	Firetree Rd.				1	5
924	Ironwood Rd.				1	25
904	Ironwood Rd.				1	15
905	Ironwood Rd.		ADA		1	10
921	Ironwood Rd.				1	10
925	Ironwood Rd.				1	5
705	Huckleberry Rd.				1	20
917	Eucalyptus Rd.				2	12
905	Eucalyptus Rd.				1	10
904	Eucalyptus Rd.				2	20
712	Juniper Dr.				1	5
800	Juniper Dr.				2	30
816	Juniper Dr.				2	40
820	Juniper Dr.				2	15
828	Juniper Dr.				1	10
717	Juniper Dr.		ADA		2	10
705	Juniper Dr.				2	15
701	Juniper Dr.				1	10
820	Alamanda Dr.				1	10
820	Alamanda Dr.				1	10
801	Alamanda Dr.				2	10
737	Alamanda Dr.				1	10
701	Alamanda Dr.				1	5
700	Buttonwood Rd.				1	5
118	GULFSTREAM				2	20
513	Lighthouse Dr					
623	Lighthouse Dr				2	10
716	Osprey Way				1	20
712	Osprey Way				1	25
708	Osprey Way				1	5

Address	Location	Comments	ADA 2x5	Eliminate Sidewalks	Areas	Feet
704	Osprey Way				2	30
667	Atlantic Rd.				2	40
						1299



**City of Palm Beach Gardens
Office of the City Clerk
10500 North Military Trail
Palm Beach Gardens, FL 33410
(561) 799-4122 psnider@pbgfl.com**

Letter of Transmittal

DATE: August 2, 2024

TO: Flying Scot, Inc
11924 West Forest Hill Boulevard
Unit 10A-386
Wellington, Florida 33414
Attn: Shawn E. Cunningham

Delivered via FedEx Tracking No. 8182 8931 8357

Re: Agreement for Miscellaneous Public Works (B)

For Your Records

For Recording

As Requested

Returned for Corrections

For Review and Signature

Other: _____

Signed

Patricia Snider, CMC, City Clerk

FedEx Tracking Number **8182 8931 8357**

Form ID No. **0215**

Sender's Copy

1 From Please print and press hard. **7103-2418-2**

Date **8/02/24** Sender's FedEx Account Number **SENDER'S FED. & ACCOUNT NUMBER ONLY**

Sender's Name **Patricia Snider** Phone **(561) 799-4182**

Company **CITY OF PALM BEACH GARDENS**

Address **10500 N MILITARY TRL**

Dept./Floor/Suite/Room

City **PALM BEACH GARDENS** State **FL** ZIP **33410-4628**

2 Your Internal Billing Reference OPTIONAL

3 To Recipient's Name **Shawn E. Cunningham** Phone **723-5812**

Company **Flying Scot, Inc.**

Address **11924 West Forest Hill Blvd.** Hold Weekday
FedEx location address REQUIRED, NOT available for FedEx First Overnight.

Address **Unit 10A-386** Hold Saturday
FedEx location address REQUIRED, available ONLY for FedEx Priority Overnight and FedEx 2Day to select locations.

City **Wellington** State **FL** ZIP **33414**

0141256111

4 Express Package Service *To most locations. Packages up to 150 lbs. For packages over 100 lbs., use the FedEx Express Freight US Airbill.

- | | |
|---|---|
| <input type="checkbox"/> Next Business Day
FedEx First Overnight
Earliest next business morning delivery to select locations. Friday shipments will be delivered on Monday unless Saturday Delivery is selected. | <input type="checkbox"/> Two Business Days
FedEx 2Day A.M.
Second business morning.* Saturday Delivery NOT available. |
| <input type="checkbox"/> Next Business Morning
FedEx Priority Overnight
Next business morning.* Friday shipments will be delivered on Monday unless Saturday Delivery is selected. | <input type="checkbox"/> Second Business Afternoon
FedEx 2Day
Second business afternoon.* Thursday shipments will be delivered on Monday unless Saturday Delivery is selected. |
| <input checked="" type="checkbox"/> Next Business Afternoon
FedEx Standard Overnight
Next business afternoon.* Saturday Delivery NOT available. | <input type="checkbox"/> Third Business Day
FedEx Express Saver
Third business day.* Saturday Delivery NOT available. |

5 Packaging *Declared value limit \$996.

- FedEx Envelope* FedEx Pak* FedEx Box FedEx Tube Other

6 Special Handling and Delivery Signature Options Fees may apply. See the FedEx Service Guide.

- Saturday Delivery** NOT available for FedEx Standard Overnight, FedEx 2Day A.M., or FedEx Express Saver.
- No Signature Required** Package may be left without obtaining a signature for delivery.
- Direct Signature** Someone at Recipient's address may sign for delivery.
- Indirect Signature** If no one is available at recipient's address, someone at a neighboring address may sign for delivery. For residential deliveries only.

Does this shipment contain dangerous goods? One box must be checked.

No Yes As per associated Shipper's Declaration. Yes Shipper's Declaration not required. Dry Ice Dry Ice, 2, UN 1845, _____ x _____ kg

Restrictions apply for dangerous goods—see the current FedEx Service Guide. Cargo Aircraft Only

7 Payment Bill to: This airbill can be used only when billing to a FedEx account number. For cash, check, or credit card transactions, please go to a staffed shipping location.

Sender Recipient Third Party

Enter FedEx Acct. No. below

FedEx Acct. No. _____

Total Packages _____ Total Weight _____ Total Declared Value* _____ No. \$ _____ .00



611



PURCHASE AWARD TRANSMITTAL

It is the policy of the City of Palm Beach Gardens to consistently purchase goods and services using full and open competition. Solicitations are advertised in a newspaper of general circulation, and copies are made available through DemandStar, Public Purchase, the City's Purchasing webpage, Vendors List, and the Office of the City Clerk. Copies of all solicitations, addenda, and award documentation are provided to the Office of the Inspector General. The following summary provides project information on the procurement action identified below.

SOLICITATION TYPE: Invitation to Bid
TITLE: Miscellaneous Public Works Projects
DATE ADVERTISED: 04/26/2024
WAS SOLICITATION OPENLY COMPETED? Yes
FUNDING ACCOUNT INFORMATION:

CONTRACT NO.: ITB2024-160PS
DEPARTMENT: Community Services
BIDS/PROPOSALS DUE DATE: 6/7/2024
RESPONSES RECEIVED: Eight (8)

Funded from various account allocations in the Budget

CONTRACT TERM:	Three (3) years
OPTIONS TO RENEW:	None

CONTRACT VALUE	\$10,000,000
Ten Million Dollars (ACTUAL PROJECT EXPENDITURE VARIES)	

CONTRACTORS: D.S. EAKINS CONST. CORP. | FLYING SCOT INC | HINTERLAND GROUP INC. | J.W. CHEATHAM LLC | JOHNSON - DAVIS INCORPORATED | R & D PAVING, LLC | SAFFOLD PAVING, INC. | WAYPOINT CONTRACTING INC

BACKGROUND: In addition to its ongoing Capital Improvement Program, the City has other construction work that must be performed to repair and/or maintain infrastructure. This Agreement allows the City to contract at established rates for these miscellaneous public works construction projects. The prices and rates are fixed for the three- (3) year term of the Agreement. Examples of the work contemplated include sidewalk repairs, stormwater pipe installation and repairs, road construction, striping of roadways, and minor Capital Improvement Program projects as needed.

COMMENTS: Awards are being made to primary and secondary vendors, based on the lowest price offered per item. All eight (8) contractors are considered responsive and responsible and are assigned primary or secondary vendor status for one (1) or more items. The vendors are well-known in the construction and infrastructure repair industry, and the City has worked with most of them in the past on various projects.

Title	NAME	SIGNATURE	DATE
Director of Public Services	Cory Wilder		6/28/2024 2:49 PM EDT
Community Services Administrator	David Reyes		6/28/2024 3:24 PM EDT
Purchasing & Contracts Director	Km! Ra		6/28/2024 3:26 PM EDT
Finance Administrator	Arienne Panczak		6/28/2024 3:35 PM EDT
Deputy City Manager	Stephen Stepp		6/29/2024 7:49 AM EDT
Deputy City Manager	Lori Laverriere		7/1/2024 8:38 AM EDT
City Attorney	R. Max Lohman		7/2/2024 10:19 AM EDT

LASERFICHE DATA:

Effective Date: 8/1/2024	Expiration Date: 9/30/2027	Append to Existing: Not applicable
PROPOSED CITY COUNCIL AGENDA: 8/1/2024		

APPROVED

NOT APPROVED

DEFERRED

CITY MANAGER OR DESIGNEE

DATE 7/18/24



City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, FL 33410

**AGREEMENT
FOR
MISCELLANEOUS PUBLIC WORKS PROJECTS**

AGREEMENT NO. ITB2024-160PS (B)

THIS AGREEMENT is made and entered into this 1st day of August, 2024 (the "effective date"), by and between the **City of Palm Beach Gardens**, a Florida municipal corporation (the "City"), located at 10500 North Military Trail, Palm Beach Gardens, Florida 33410, and **Flying Scot Inc**, a Florida corporation (the "Contractor"), located 11924 West Forest Hill Boulevard, Unit 10A-386, Wellington, Florida 33414,

WHEREAS, the City desires to retain the services of the Contractor to construct miscellaneous public works projects in accordance with the City's Invitation to Bid No. ITB2024-160PS (the "Invitation to Bid") and the Contractor's response thereto, all of which are attached hereto and incorporated herein as Exhibit "A."

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the Invitation to Bid and the Contractor's response thereto, including all addenda, final replies, and documentation required thereunder.

ARTICLE 2. SCOPE OF WORK

The Contractor shall construct miscellaneous public works projects on an as-needed basis as identified in the specifications accompanying the City's Invitation to Bid and as detailed in the Award Summary, attached hereto and incorporated herein as Exhibit "B." The Contractor shall only perform work on projects under the categories and items that have been awarded to said Contractor.

Nothing in this Agreement shall be construed as the City's guarantee of work to the Contractor during the term of the Agreement. The City will assign work based on its needs and priorities. The City will first solicit project price quotations from the designated primary contractor based on the awarded rates shown in attached Exhibit "A."

In those instances where the City has designated more than one primary contractor or more than one secondary contractor, the City will request best and final prices from both primary or both secondary contractors as applicable.

ARTICLE 3. PAYMENTS AND CONTRACT VALUE

The City will pay the Contractor for work that has been completed and has been reviewed, inspected, and accepted by the City according to the terms and conditions of the Invitation to Bid.

The City will pay the Contractor based on the rates established in this Agreement and as described in the subsequent City Purchase Order. The Contractor shall not commence any work under this Agreement until a City Purchase Order has been issued for the specific work project and the Contractor has received written notice from the City to proceed with the work.

The estimated value of this Agreement for all work projects during the three- (3) year Agreement term shall be Ten Million Dollars (\$10,000,000) and may be amended and adjusted by the City at its sole discretion.

Progress payments will be made for work completed by the Contractor that has been reviewed, inspected, and accepted by the City's authorized representative.

All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, *Florida Statutes*, on the presentation of a proper invoice by the Contractor.

ARTICLE 4. MISCELLANEOUS PROVISIONS

- i. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand-delivered, telecommunicated, or sent by overnight delivery to the following addresses:

As to the City:	City of Palm Beach Gardens 10500 North Military Trail Palm Beach Gardens, Florida 33410 Attn: City Manager Email: rferris@pbqfl.com
-----------------	--

With a copy to: City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Attorney
Email: mlohman@pbqfl.com

As to the Contractor: Flying Scot Inc
11924 West Forest Hill Boulevard
Unit 10A-386
Wellington, Florida 33414
Attn: Shawn E. Cunningham
Email: shawn@flyingscotinc.com

- ii. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof.
- iii. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.
- iv. Assignability. This Agreement may not be assigned without the prior written consent of all parties to this Agreement.
- v. Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- vi. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflict of laws principle. The venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue. This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.
- vii. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

- viii. Construction. The parties acknowledge that each has shared equally in the drafting and preparation of this Agreement, and accordingly, no Court or Administrative Hearing Officer construing this Agreement shall construe it more strictly against one party than the other, and every covenant, term, and provision of this Agreement shall be construed simply according to its fair meaning.
- ix. Attorney's Fees and Costs. It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce the terms, conditions, and/or obligations set forth in this Agreement or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall be responsible for its own attorneys' fees and costs, including fees and costs on appeal.
- x. Equal Opportunity. The City and the Contractor agree that no person shall, on the grounds of race, color, gender, national origin, ancestry, marital status, disability, religion, creed, or age, be discriminated against in the performance of this Agreement.

ARTICLE 5. TERM

The term of this Agreement shall be from the effective date through September 30, 2027, or until the Contractor has completed all elements of the required work and the work has been reviewed, inspected, and accepted by the City, inclusive of all warranty periods, unless terminated beforehand as provided for in Article 6.

ARTICLE 6. TERMINATION

This Agreement may be terminated by the City, with or without cause, upon providing 30 days' prior written notice to the Contractor. This Agreement may be terminated by the Contractor upon providing 30 days' prior written notice to the City. Upon any such termination, the Contractor waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits.

Unless the Contractor is in breach of this Agreement, the City shall pay the Contractor for work performed and accepted through the date of termination in accordance with the terms of this Agreement.

ARTICLE 7. SUPERIORITY OF OTHER FORMS OR DOCUMENTS

If the Contractor requires the City to complete and execute any other forms or documents in relation to the Agreement, the terms, conditions, and requirements in this Agreement shall take precedence over any and all conflicting or modifying terms, conditions, or requirements of the Contractor's forms or documents. Additionally, in the event of a conflict between the terms and conditions set forth in this Agreement and any attachments or exhibits hereto, the terms and conditions set forth herein shall prevail.

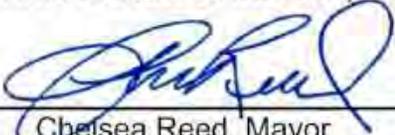
ARTICLE 8. INDEMNIFICATION

The Contractor recognizes that it is an independent contractor and not an agent or servant of the City. The Contractor shall indemnify, defend, and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liabilities, losses, or damages, including attorney's fees and cost of defense that the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the negligent acts, omissions, or willful misconduct by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, defend, and hold harmless the City or its officers, employees, agents, and instrumentalities as herein provided. This Article shall survive the term of this Agreement.

(The remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date hereinabove first written.

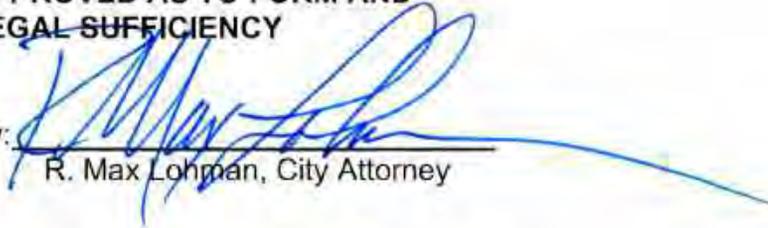
CITY OF PALM BEACH GARDENS, FLORIDA

By: 
Chelsea Reed, Mayor

ATTEST:

By: 
Patricia Snider, CMC, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
R. Max Lohman, City Attorney

FLYING SCOT, INC.

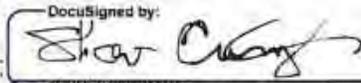
By: 
Shawn E Cunningham, Vice President

EXHIBIT "A"



City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, FL 33410

PUBLIC NOTICE – RECOMMENDATION TO AWARD

Date: June 19, 2024
Solicitation Number: ITB2024-160PS
Title: Miscellaneous Public Work Projects

Notice is hereby given that the City of Palm Beach Gardens has completed its evaluation of offers received for the above-mentioned solicitation. The City Manager or designee has recommended award of the contract to the following bidders:

Names of Bidders: DS Eakins Construction Corporation | Flying Scot, Inc.
Hinterland Group, Inc. | JW Cheatham, LLC |
Johnson-Davis Incorporated | R&D Paving, LLC | Saffold Paving, Inc.
Waypoint Contracting, Inc.

Contract Term: 3 years
Estimated Contract Value: Ten Million Dollars (\$10,000,000)

Please see attached Award Summary.

Per:

Km! Ra

CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM, PMP
Purchasing and Contracts Director

c: Patty Snider, CMC
City Clerk

www.pbgfl.com/purchasing



VENDOR NAME		B.S. EARPIS	FLYING SCOT	WINDWARD GROUP	J.W. CHEATHAM	JOHNSON DAVIS	A&D PAVING	SAFFOLD PAVING	WAYPOINT CONTRACTING
Company Address (State)		5247 Pk. Road 13403	Wetumpka, Florida 32014	14000 SW 10th St #100	West Palm Beach, Florida 33411	14000, Florida 33412	West Palm Beach, Florida 33411	West Palm Beach, Florida 33411	Monroe, Florida 33525
Vendor Contact		D. Jensen Sales, Inc.	Shawn Cunningham	Daniel Duke	Edgar Sims	Melissa Davis	Wagner Martin	Tara LaForte	Jayla Lewis
Vendor Contact Phone Number		904.246.1300	904.727.9810	904.297.9246	561.297.4903	561.338.1178	561.379.2449	561.348.1110	786.628.1489
Vendor Contact Email		dsj@dsj.com	scunning@flyingscot.com	d@windwardgroup.com	edgar@jwcheatham.com	melissa@johndavis.com	martina@adpaving.com	tlaforte@saffold.com	jayla@waypoint.com
NO.	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	Remove, saw cut, and disposal of 4" thick concrete	34.00	31.75	50.00	31.00	33.00	56.50	33.00	54.81
2	Remove, saw cut, and disposal of 6" thick concrete	36.00	33.75	55.00	36.00	38.00	58.00	36.00	57.50
3	4" concrete with wire	33.00	30.75	50.00	33.00	35.00	55.00	33.00	54.81
4	4" concrete without wire	37.00	34.75	55.00	37.00	39.00	59.00	37.00	58.81
5	4" concrete with polypropylene fiber reinforcement	34.25	32.00	50.00	34.25	36.25	56.25	34.25	55.81
6	4" concrete with polypropylene fiber reinforcement	38.75	36.50	55.00	38.75	40.75	60.75	38.75	59.75
7	6" concrete with wire	39.00	36.75	55.00	39.00	41.00	61.00	39.00	60.00
8	6" concrete without wire	43.00	40.75	60.00	43.00	45.00	65.00	43.00	64.81
9	6" concrete with wire	41.00	38.75	58.00	41.00	43.00	63.00	41.00	62.81
10	6" concrete without wire	45.00	42.75	60.00	45.00	47.00	67.00	45.00	66.81
11	8" concrete with wire	51.00	48.75	65.00	51.00	53.00	73.00	51.00	72.81
12	8" concrete without wire	55.00	52.75	70.00	55.00	57.00	77.00	55.00	76.81
13	8" concrete with wire	53.00	50.75	68.00	53.00	55.00	75.00	53.00	74.81
14	8" concrete without wire	57.00	54.75	72.00	57.00	59.00	79.00	57.00	78.81
15	10" concrete with wire	63.00	60.75	78.00	63.00	65.00	85.00	63.00	84.81
16	10" concrete without wire	67.00	64.75	82.00	67.00	69.00	89.00	67.00	88.81
17	12" concrete with wire	73.00	70.75	88.00	73.00	75.00	95.00	73.00	94.81
18	12" concrete without wire	77.00	74.75	92.00	77.00	79.00	99.00	77.00	98.81
19	14" concrete with wire	83.00	80.75	98.00	83.00	85.00	105.00	83.00	104.81
20	14" concrete without wire	87.00	84.75	102.00	87.00	89.00	111.00	87.00	110.81
21	16" concrete with wire	93.00	90.75	108.00	93.00	95.00	117.00	93.00	116.81
22	16" concrete without wire	97.00	94.75	112.00	97.00	99.00	123.00	97.00	122.81
23	18" concrete with wire	103.00	100.75	118.00	103.00	105.00	129.00	103.00	128.81
24	18" concrete without wire	107.00	104.75	122.00	107.00	109.00	135.00	107.00	134.81
25	20" concrete with wire	113.00	110.75	128.00	113.00	115.00	141.00	113.00	140.81
26	20" concrete without wire	117.00	114.75	132.00	117.00	119.00	147.00	117.00	146.81
27	22" concrete with wire	123.00	120.75	138.00	123.00	125.00	153.00	123.00	152.81
28	22" concrete without wire	127.00	124.75	142.00	127.00	129.00	159.00	127.00	158.81
29	24" concrete with wire	133.00	130.75	148.00	133.00	135.00	165.00	133.00	164.81
30	24" concrete without wire	137.00	134.75	152.00	137.00	139.00	171.00	137.00	170.81
31	26" concrete with wire	143.00	140.75	158.00	143.00	145.00	177.00	143.00	176.81
32	26" concrete without wire	147.00	144.75	162.00	147.00	149.00	183.00	147.00	182.81
33	28" concrete with wire	153.00	150.75	168.00	153.00	155.00	189.00	153.00	188.81
34	28" concrete without wire	157.00	154.75	172.00	157.00	159.00	195.00	157.00	194.81
35	30" concrete with wire	163.00	160.75	178.00	163.00	165.00	201.00	163.00	200.81
36	30" concrete without wire	167.00	164.75	182.00	167.00	169.00	207.00	167.00	206.81
37	32" concrete with wire	173.00	170.75	188.00	173.00	175.00	213.00	173.00	212.81
38	32" concrete without wire	177.00	174.75	192.00	177.00	179.00	219.00	177.00	218.81
39	34" concrete with wire	183.00	180.75	198.00	183.00	185.00	225.00	183.00	224.81
40	34" concrete without wire	187.00	184.75	202.00	187.00	189.00	231.00	187.00	230.81
41	36" concrete with wire	193.00	190.75	208.00	193.00	195.00	237.00	193.00	236.81
42	36" concrete without wire	197.00	194.75	212.00	197.00	199.00	243.00	197.00	242.81
43	38" concrete with wire	203.00	200.75	218.00	203.00	205.00	249.00	203.00	248.81
44	38" concrete without wire	207.00	204.75	222.00	207.00	209.00	255.00	207.00	254.81
45	40" concrete with wire	213.00	210.75	228.00	213.00	215.00	261.00	213.00	260.81
46	40" concrete without wire	217.00	214.75	232.00	217.00	219.00	267.00	217.00	266.81
47	42" concrete with wire	223.00	220.75	238.00	223.00	225.00	273.00	223.00	272.81
48	42" concrete without wire	227.00	224.75	242.00	227.00	229.00	279.00	227.00	278.81
49	44" concrete with wire	233.00	230.75	248.00	233.00	235.00	285.00	233.00	284.81
50	44" concrete without wire	237.00	234.75	252.00	237.00	239.00	291.00	237.00	290.81
51	46" concrete with wire	243.00	240.75	258.00	243.00	245.00	297.00	243.00	296.81
52	46" concrete without wire	247.00	244.75	262.00	247.00	249.00	303.00	247.00	302.81
53	48" concrete with wire	253.00	250.75	268.00	253.00	255.00	309.00	253.00	308.81
54	48" concrete without wire	257.00	254.75	272.00	257.00	259.00	315.00	257.00	314.81
55	50" concrete with wire	263.00	260.75	278.00	263.00	265.00	321.00	263.00	320.81
56	50" concrete without wire	267.00	264.75	282.00	267.00	269.00	327.00	267.00	326.81
57	52" concrete with wire	273.00	270.75	288.00	273.00	275.00	333.00	273.00	332.81
58	52" concrete without wire	277.00	274.75	292.00	277.00	279.00	339.00	277.00	338.81
59	54" concrete with wire	283.00	280.75	298.00	283.00	285.00	345.00	283.00	344.81
60	54" concrete without wire	287.00	284.75	302.00	287.00	289.00	351.00	287.00	350.81
61	56" concrete with wire	293.00	290.75	308.00	293.00	295.00	357.00	293.00	356.81
62	56" concrete without wire	297.00	294.75	312.00	297.00	299.00	363.00	297.00	362.81
63	58" concrete with wire	303.00	300.75	318.00	303.00	305.00	369.00	303.00	368.81
64	58" concrete without wire	307.00	304.75	322.00	307.00	309.00	375.00	307.00	374.81
65	60" concrete with wire	313.00	310.75	328.00	313.00	315.00	381.00	313.00	380.81
66	60" concrete without wire	317.00	314.75	332.00	317.00	319.00	387.00	317.00	386.81
67	62" concrete with wire	323.00	320.75	338.00	323.00	325.00	393.00	323.00	392.81
68	62" concrete without wire	327.00	324.75	342.00	327.00	329.00	399.00	327.00	398.81
69	64" concrete with wire	333.00	330.75	348.00	333.00	335.00	405.00	333.00	404.81
70	64" concrete without wire	337.00	334.75	352.00	337.00	339.00	411.00	337.00	410.81
71	66" concrete with wire	343.00	340.75	358.00	343.00	345.00	417.00	343.00	416.81
72	66" concrete without wire	347.00	344.75	362.00	347.00	349.00	423.00	347.00	422.81
73	68" concrete with wire	353.00	350.75	368.00	353.00	355.00	429.00	353.00	428.81
74	68" concrete without wire	357.00	354.75	372.00	357.00	359.00	435.00	357.00	434.81
75	70" concrete with wire	363.00	360.75	378.00	363.00	365.00	441.00	363.00	440.81
76	70" concrete without wire	367.00	364.75	382.00	367.00	369.00	447.00	367.00	446.81
77	72" concrete with wire	373.00	370.75	388.00	373.00	375.00	453.00	373.00	452.81
78	72" concrete without wire	377.00	374.75	392.00	377.00	379.00	459.00	377.00	458.81
79	74" concrete with wire	383.00	380.75	398.00	383.00	385.00	465.00	383.00	464.81
80	74" concrete without wire	387.00	384.75	402.00	387.00	389.00	471.00	387.00	470.81
81	76" concrete with wire	393.00	390.75	408.00	393.00	395.00	477.00	393.00	476.81
82	76" concrete without wire	397.00	394.75	412.00	397.00	399.00	483.00	397.00	482.81
83	78" concrete with wire	403.00	400.75	418.00	403.00	405.00	489.00	403.00	488.81
84	78" concrete without wire	407.00	404.75	422.00	407.00	409.00	495.00	407.00	494.81
85	80" concrete with wire	413.00	410.75	428.00	413.00	415.00	501.00	413.00	500.81
86	80" concrete without wire	417.00	414.75	432.00	417.00	419.00	507.00	417.00	506.81
87	82" concrete with wire	423.00	420.75	438.00	423.00	425.00	513.00	423.00	512.81
88	82" concrete without wire	427.00	424.75	442.00	427.00	429.00	519.00	427.00	518.81
89	84" concrete with wire	433.00	430.75	448.00	433.00	435.00	525.00	433.00	524.81
90	84" concrete without wire	437.00	434.75	452.00	437.00	439.00	531.00	437.00	530.81
91	86" concrete with wire	443.00	440.75	458.00	443.00	445.00	537.00	443.00	536.81
92	86" concrete without wire	447.00	444.75	462.00	447.00	449.00	543.00	447.00	542.81
93	88" concrete with wire	453.00	450.75	468.00	453.00	455.00	549.00	453.00	548.81
94	88" concrete without wire	457.00	454.75	472.00	457.00	459.00	555.00	457.00	



VENDOR NAME		B.S. TAKINS	FLYING SCOT	WINDWARD GROUP	J.W. CHEATHAM	JOHNSON DAVIS	A&D PAVING	SAFFOLD PAVING	WAYPOINT CONTRACTING
Corporate Address (State)		5247 Pk. Florida 33403	WINDWARD, 10100 23414	WINDWARD, 10100 23414	West Palm Beach, Florida 33411	14000, Florida 33412	West Palm Beach, Florida 33411	West Palm Beach, Florida 33411	Monk, Florida 33215
Vendor Contact		C. Deven Salter, Jr.	Shawn Cunningham	Daniel Duke	Edgar Sims	Malissa Davis	Wagner Martin	Tara LaForte	Jorge Lopez
Vendor Contact Phone Number		561.246.1300	561.723.2812	561.297.9246	561.297.4903	561.338.1178	561.378.2449	561.348.1110	786.608.1489
Vendor Contact Email		csalter@ds-takins.com	scunning@flyingscot.com	dtduke@windwardgroup.com	edgar@jwccheatham.com	malissa@johndavis.com	martina@ad-paving.com	tlaforte@saffoldpaving.com	jllopez@waypointcontracting.com
NO	DESCRIPTION	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE	UNIT PRICE
1	Remove, saw-cut, and disposal of 4" thick concrete	34.00	31.75	50.00	31.00	33.00	56.50	33.50	54.81
2	Remove, saw-cut, and disposal of 6" thick concrete	35.00	32.75	50.00	32.00	34.00	58.00	34.50	56.31
3	4" concrete with wire	33.00	30.75	50.00	30.00	32.00	55.00	32.50	53.81
4	4" concrete without wire	32.00	29.75	48.00	29.00	31.00	53.50	31.50	52.31
5	4" concrete with polypropylene fiber reinforcement	34.25	32.00	50.00	31.00	33.00	56.00	33.00	54.31
6	4" concrete with polypropylene fiber reinforcement	34.25	32.00	50.00	31.00	33.00	56.00	33.00	54.31
7	6" concrete with wire	39.00	36.75	55.00	36.00	38.00	61.00	37.00	59.81
8	6" concrete without wire	38.00	35.75	54.00	35.00	37.00	59.50	36.00	58.81
9	6" concrete with wire	39.00	36.75	55.00	36.00	38.00	61.00	37.00	59.81
10	6" concrete without wire	38.00	35.75	54.00	35.00	37.00	59.50	36.00	58.81
11	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
12	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
13	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
14	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
15	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
16	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
17	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
18	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
19	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
20	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
21	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
22	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
23	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
24	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
25	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
26	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
27	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
28	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
29	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
30	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
31	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
32	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
33	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
34	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
35	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
36	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
37	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
38	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
39	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
40	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
41	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
42	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
43	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
44	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
45	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
46	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
47	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
48	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
49	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
50	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
51	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
52	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
53	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
54	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
55	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
56	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
57	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
58	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
59	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
60	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
61	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
62	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
63	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
64	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
65	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
66	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
67	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
68	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
69	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
70	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
71	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
72	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
73	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
74	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
75	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
76	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
77	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
78	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
79	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
80	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
81	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
82	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
83	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
84	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
85	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
86	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
87	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
88	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
89	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
90	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
91	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
92	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
93	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
94	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
95	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
96	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
97	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
98	6" stamped concrete without wire	40.00	37.75	57.00	37.00	39.00	63.00	38.00	60.81
99	6" stamped concrete with wire	41.00	38.75	58.00	38.00	40.00	64.00	39.00	61.81
100	6" stamped concrete without wire	40.00</							



CITY OF PALM BEACH GARDENS
PURCHASING DEPARTMENT
SOLICITATION ADDENDUM

Addendum No. 3

DATE: May 29, 2024

TO: All Potential Bidders
SOLICITATION NO.: ITB2024-160PS
TITLE: Miscellaneous Public Work Projects
DUE DATE: Friday, June 7, 2024 @ 3:00PM

This Addendum is and does become a part of the above-mentioned solicitation.

The following question was received from a potential bidder and the response is provided as shown below.

Question: Are there bid tabulations from previous contract for this type of work?
Response: *Yes. Please see attached.*

All other terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Km! Ra
CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM, PMP
Purchasing and Contracts Director

Attachment



CITY OF PALM BEACH GARDENS

PURCHASING DEPARTMENT

SOLICITATION ADDENDUM

Addendum No. 2

DATE: May 15, 2024

TO: All Potential Bidders

SOLICITATION NO.: ITB2024-160PS

TITLE: Miscellaneous Public Work Projects

DUE DATE: Friday, June 7, 2024 @ 3:00PM

This Addendum is and does become a part of the above-mentioned solicitation.

The following questions were received from a potential bidder and the responses are provided as shown below.

Question 1: Bid Item 70: F&I Type SIII Asphalt overlay 1". Shouldn't this item be incorporated into bid items 132 through 140?

Response: No, please provide bid per line item as specified.

Question 2: Bid Items 62 & 63: Swale regrading. Shouldn't this unit of measurement be SY? There is little to no excavation involved when regrading swales.

Response: No, please provide bid per line item as specified.

All other terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Km! Ra

CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM, PMP
Purchasing and Contracts Director



CITY OF PALM BEACH GARDENS
PURCHASING DEPARTMENT
SOLICITATION ADDENDUM

Addendum No. 1

DATE: May 8, 2024

TO: All Potential Bidders
SOLICITATION NO.: ITB2024-160PS
TITLE: Miscellaneous Public Work Projects
DUE DATE: Friday, June 7, 2024 @ 3:00PM

This Addendum is and does become a part of the above-mentioned solicitation.

The following questions were received from a potential bidder and the responses are provided as shown below.

Question 1: Is it necessary to bid [on] all the items?
Response: You should only bid on the items your company provides.

Question 2: Will there be an allowance for documented material increases after 1 year?
Response: There are no price adjustments allowed over the 3-year term of the contract.

Question 3: Will the city pay for performance and payment bonds if required?
Response: Yes.

Question 4: On the schedule of equipment item #12 - What size dump truck?
Response: 18 Yard Dump Truck.

Question 5: Item #119 - How thick is the asphalt to be removed?
Response: Price should be based on 1 inch thick.

All other terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Kim! Ra
CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM, PMP
Purchasing and Contracts Director



City of Palm Beach Gardens
10500 North Military Trail, Palm Beach Gardens, FL 33410

PURCHASING DEPARTMENT

INVITATION TO BID

ITB2024-160PC
MISCELLANEOUS PUBLIC WORKS PROJECTS

DUE DATE AND TIME
FRIDAY, JUNE 7, 2024, @ 3:00PM (LOCAL TIME)

SECTION	TITLE	PAGE
	Legal Advertisement	2
1.	Special Terms and Conditions	3
2.	Statement of Work	20
3.	Pricing Schedule	23

INSTRUCTIONS

This Invitation to Bid is available on the Merrell USA e-procurement platform at <https://app.negometrix.com/buyer/3543> and the City's Purchasing webpage at www.pbgfl.com/purchasing. All addenda, changes, and any additional information will be released through these portals.

Bids must be submitted through the e-procurement platform identified above. Any packages delivered to City Hall in response to this solicitation will not be accepted or acknowledged.

The deadline for submission of bids is Friday, June 7, 2024, at 3:00 pm (local time). At that time, all responses will be downloaded from the e-procurement platform and publicly announced at a Virtual Bid Opening. The link for the Virtual Bid Opening can be found at www.pbgfl.com/purchasing.

It is the responsibility of the contractor to ensure all relevant information is included in its response. All contractors are advised to carefully examine the requirements of this Invitation to Bid. Any questions regarding the completeness or substance of the requirements shall be submitted in writing via the e-procurement platform.

This Invitation to Bid is subject to the City's General Terms and Conditions, which are available for review at www.pbgfl.com/purchasing. By submitting a bid to this Invitation to Bid, the contractor agrees to be bound by the City's General Terms and Conditions.



City of Palm Beach Gardens
10500 North Military Trail, Palm Beach Gardens, FL 33410

LEGAL ADVERTISEMENT

ITB2024-160PS
MISCELLANEOUS PUBLIC WORK PROJECTS

The City of Palm Beach Gardens, Florida, invites bids from qualified contractors who can provide construction services on an as-needed basis for certain categories of miscellaneous public work projects, in accordance with the terms, conditions and specifications of this Invitation to Bid. This Invitation to Bid is available on the Mercell USA electronic procurement platform at <https://app.mercell.com/buyer/3543>. The City will release all addenda, changes, and any additional information through this platform, and the City's Purchasing webpage at www.pbgfl.com/purchasing.

Bids must be submitted through the electronic procurement platform identified above. Any packages delivered to City Hall in response to this solicitation will not be accepted or acknowledged.

The deadline for submission of bids is Friday, June 7, 2024, at 3:00 pm (local time). At that time, all responses will be downloaded from the e-procurement platform and publicly announced at a Virtual Bid Opening. The link for the Virtual Bid Opening can be found at www.pbgfl.com/purchasing.

It is the responsibility of the contractor to ensure all relevant information is included in its response. All contractors are advised to carefully examine the requirements of this Invitation to Bid. Any questions regarding the completeness or substance of the requirements shall be submitted in writing via the e-procurement platform.

The City of Palm Beach Gardens reserves the right to accept or reject any or all bids, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such terms and conditions it deems will best serve the interests of the City.

CITY OF PALM BEACH GARDENS
Patricia Snider, CMC, City Clerk

Publish: Palm Beach Post
Friday, April 26, 2024

SECTION 1 SPECIAL TERMS AND CONDITIONS

1.1 PURPOSE

The purpose of this solicitation is to pre-qualify bidders for a contractor pool/vendor pool, and to establish unit prices and rates for miscellaneous public works and minor construction projects. This initial solicitation provides for the submission of documents and forms intended to verify that the bidder meets or exceeds the minimum criteria set forth in this solicitation. Bidders must also submit pricing and rates based on the format and schedule shown in the pricing section of this Invitation to Bid.

The Pricing Schedule must be submitted in Excel format.

All bidders who meet or exceed the criteria established in this solicitation shall be placed in a Pre-Qualification Vendor Pool to be accessed by City departments in order to perform miscellaneous public works and minor construction projects for the City of Palm Beach Gardens, Florida.

ANTICIPATED PROCUREMENT SCHEDULE

Event	Date
Invitation to Bid Advertised	Friday, April 26, 2024
Pre-Bid Conference and Site Visit	N/A
Due Date and Time for Bids	Friday, June 7, 2024 by 3:00PM
Evaluation Process Begins	June 2024
Evaluation Process Ends	July 2024
Award of Contract	August/September 2024

1.2 PRE-BID CONFERENCE AND SITE VISIT

Intentionally Omitted

1.3 TERM OF CONTRACT: THREE YEARS

The contract shall commence upon the date of the duly executed Agreement and shall remain in effect for three (3) years, and until such time as the public work projects acquired in conjunction with this Invitation to Bid, have been completed and accepted by the City.

1.4 OPTIONS TO RENEW

Intentionally Omitted

1.5 METHOD OF AWARD: PRIMARY AND SECONDARY CONTRACTORS PER ITEM – LOWEST PRICE

The City will award the contract to the two (2) responsive, responsible bidders who offer the lowest price on an item-by-item basis, as primary and secondary awardees.

While the method of award prescribes the method for determining the lowest responsive, responsible bidders, the City will award this contract to the bidder offering the lowest price as the primary contractor and will award to the bidder offering the second-lowest price as the secondary contractor respectively.

The primary contractor shall have the first responsibility for performing the work. If the primary contractor fails to perform the work the City may terminate the contractor from the contract and shall have the right to assign the work to the secondary contractor. The termination of the primary contractor may result in the secondary contractor being promoted to the role of primary

contractor at the City's sole determination and discretion. If the City promotes the secondary contractor to the role of primary contractor, the City may offer to award a contract to the bidder offering the third-lowest price as the new secondary contractor provided that bidder honors its original pricing.

If the primary and secondary contractors are unable to perform the work, the City may, at its sole discretion, request another vendor on the contract to perform the work.

Award to multiple bidders is made for the convenience of the City and does not exempt the primary contractor from fulfilling its contractual obligations. Failure of any contractor to perform in accordance with the terms and conditions of the contract may result in that contractor being deemed in breach of contract. The City may terminate the contract with that vendor for default and charge the vendor re-procurement costs, if applicable.

Notwithstanding the Method of Award, the City reserves the right to make subsequent job awards under this contract to either the primary or secondary contractor, on a project-by-project basis, based on the workload of each contractor and the time that contractor may take to complete the project.

MINIMUM REQUIREMENTS FOR AWARD

To be considered eligible for contract award the bidder must meet the following minimum requirements:

- Have no delinquent indebtedness to the City of Palm Beach Gardens or other federal, state, or municipal agencies.
- Be regularly and consistently engaged in providing the same or similar services to those requested in this solicitation.
- Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract.
- Be able to comply with the required or proposed delivery or performance schedule.
- Have a satisfactory record of performance with the City or other public entities. Contractors who are or have been found deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each is considered, in the absence of evidence to the contrary) shall be presumed unable to meet this requirement. Past unsatisfactory performance shall ordinarily be sufficient to justify a finding of non-responsibility.
- Bidders performing work for the City at the time responses to this solicitation are received may be deemed non-responsible and not considered for award of this solicitation should their current performance be rated as less than satisfactory by the City. Previous award of work does not guarantee future award. The bidder must perform satisfactorily and professionally on all City work undertaken.
- Have a satisfactory record of integrity and business ethics.

- Must possess all licenses and certifications required by the appropriate regulatory agencies for the contractor's area of expertise and for the work to be performed.
- Contractors must not have any previous findings of fault that subjected the contractor to penalties by regulatory agency; or be the subject of any current investigations where disposition is pending by a regulatory agency.
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

1.6 PRICING SHALL BE FIXED AND FIRM

The pricing submitted by the bidder shall remain fixed and firm during the contract term, and shall not be subject to any adjustments, except as may be provided elsewhere in the contract.

1.7 PRICE ADJUSTMENTS

Intentionally Omitted

1.8 DELIVERY REQUIREMENTS: COMPLETION OF WORK FROM DATE OF PURCHASE ORDER

For each public works or minor construction project under this contract, the contractor shall state in its offer at the time requested, the number of calendar days from the date of the purchase order in which it will guarantee to complete the work. Time for completion may be considered a factor in determining the contractor for a project, if so stipulated by the City at that time.

1.9 EXAMINATION OF CITY FACILITIES OR EQUIPMENT

Intentionally Omitted

1.10 LIQUIDATED DAMAGES

Prior to the performance of any work under this contract, the City may establish liquidated damages for a specific work project based on the unique factors and specifications of that project. The City will notify the contractor, in writing, if liquidated damages are to be assigned to a specific project, and the daily estimated amount of such damages.

Notwithstanding the requirements of this section, the City reserves the right to not establish liquidated damages for any of the projects performed under this contract, as the City determines in its best interests.

1.11 INSURANCE

If awarded a contract pursuant to this solicitation, the contractor shall not commence performance of any work until certification or proof of insurance has been received and approved by the City's Risk Coordinator or designee.

The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provide that the City of Palm Beach Gardens shall be notified at least 30 days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein. All deductibles must be acceptable to the City of Palm Beach Gardens.

The contractor shall submit a current Certificate of Insurance, naming the City of Palm Beach Gardens as an additional insured and listed as such on the insurance certificate. It is the contractor's responsibility to provide to the City new certificates of insurance upon expiration of the current.

The contractor shall provide insurance coverage as follows, and shall carry:

- i. Workers' Compensation Insurance – as required by law.
- ii. Employer's Liability Insurance -
Bodily Injury by Accident \$1,000,000 Each Accident
Bodily Injury by Disease \$1,000,000 Policy Limit
Bodily Injury by Disease \$1,000,000 Each Employee
- iii. Contractor Pollution Liability Insurance - \$1,000,000 per claim.
- iv. Comprehensive General Liability Insurance - \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
 - a. Premises and/or Operations on an occurrence basis.
 - b. Independent contractors.
 - c. Products and/or Completed Operations Liability on an occurrence basis.
 - d. Explosion, Collapse, and Underground Coverages.
 - e. Broad Form Property Damage.
 - f. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
 - g. Personal Injury Coverage with Employees and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- v. Automobile Liability Insurance - for owned, non-owned and hired vehicles - \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.
- vi. Contractors Pollution Legal Liability - hazardous and materials excavation in the amount of \$2,000,000 each occurrence. Coverage for claims against the City for damage to environmental conditions resulting from alleged or actual violations of Environmental Laws occurring in the course of performing contractor's services.

If no deductible for insurance is referenced above, the City reserves the right to require such deductibles which shall be determined by its Risk Management Coordinator, but not less than \$25,000 per claim.

1.12 CONSTRUCTION AND PERFORMANCE BOND

Prior to the performance of any work under this contract, the City may require a performance bond for such work based on the unique factors and specifications of each project. The City will notify the contractor, in writing, if a performance bond is required for a specific project, and the requirements shall be based on the following:

The contractor shall duly execute and deliver to the City a Performance Bond or Unconditional Irrevocable Letter of Credit in an amount equal to 110% of the total project price, payable to the City, as surety for faithful performance under the terms and conditions of the contract. The Performance Bond or Unconditional Irrevocable Letter of Credit shall be delivered to the City within fifteen (15) days of being requested, and prior to any commencement of work.

The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida, and having a resident agent. If a letter of credit is chosen, it must be in a form acceptable to the City, drawn on a bank acceptable to the City, and issued in favor of the City. Bonds may not be canceled, terminated, or revised unless the City has been provided with thirty (30) days' advanced written notice of such action by the surety. The surety must insert the registered agent to accept service of process in the State of Florida, directly on each bond document.

Acknowledgement and agreement are given by both parties that the performance bond or letter of credit amount is not intended to be or shall be deemed to be in the nature of liquidated damages, nor is it intended to limit the liability of the contractor to the City in the event of a material breach of the contract agreement by the contractor.

If the contractor fails to deliver the performance bond or irrevocable letter of credit within this specified time, including granted extensions, the City shall declare the contractor in default of the contractual terms and conditions, and the contractor shall be terminated from the contract, and the City shall not accept any offer from that contractor for a twelve-(12) month period following such default.

1.13 CERTIFICATIONS

Any bidder submitting an offer in response to this solicitation shall, at the time of such offer, hold a valid certificate of competency for the relevant trade to be performed issued by the State or County examining board qualifying the bidder to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a subcontractor(s), an applicable certificate of competency issued to the subcontractor(s) shall be submitted with the bidder's offer; provided, however, the City may at its option and in its best interest allow the bidder to supply the subcontractor(s) certificate to the City during the bid evaluation or work assignment period.

1.14 BID BOND Intentionally Omitted

1.15 METHOD OF PAYMENT: INVOICE FOR COMPLETED WORK

Upon completion of a project, and inspection and acceptance of the work by the City, the contractor shall submit an invoice to the City for payment. The date of the invoice shall not exceed thirty (30) calendar days from the completion of the work. Under no circumstances shall the invoice be submitted to the City in advance of the delivery and acceptance of the work. The invoice shall contain the following basic information: the contractor's name and address, invoice number, date of invoice, description of the work performed and location of the project, the contract number, purchase order number, and any discounts.

On a project-by-project basis and based on the estimated completion time for a project, the City may, at its own discretion, agree to pay progress payments for work that has been reviewed, inspected, and accepted by the City Engineer or designee. Progress payments will only be made in such rare circumstances when the City determines that such payments are in its best interests.

All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218, *Florida Statutes*, upon presentation of a proper invoice by the contractor.

1.16 PERFORMANCE OF WORK

The contractor shall perform work in a professional manner and to the highest industry standards. The contractor shall at all times be cognizant of the need to abide and adhere to all applicable occupational safety and health rules and regulations. No section of the work may be performed by the contractor or a subcontractor of the contractor unless such person has the experience, equipment, knowledge, and resources to perform the work safely and properly. The City shall have the right, without penalty, to stop any task or aspect of work if the City believes, in its professional opinion, that the execution of the work is improper in any manner.

1.17 COMPLETION OF WORK FROM DATE OF PURCHASE ORDER/NOTICE TO PROCEED
Intentionally Omitted

1.18 CLEAN UP

The contractor shall remove all unusable materials and debris from the work areas at the end of each workday and dispose of them in an appropriate manner. Upon final completion, the contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the City's authorized representative.

Any items or products that are City-owned property shall be returned to the City unless those items have been deemed of no value to the City. If items or products have been deemed of no value, the contractor shall dispose of the items or products at no cost to the City.

1.19 WARRANTY REQUIREMENTS

In addition to all other warranties that may be supplied by the contractor, the contractor shall warrant its products and service against faulty labor or defective material, for a minimum period of one year from the date of substantial completion of the labor and materials by the City. This warranty requirement shall remain in force for the full period; regardless of whether the contractor is under contract with the City at the time of defect. Any payment by the City on behalf of the goods or services received from the contractor does not constitute a waiver of these warranty provisions.

1.20 ADDITIONAL FACILITIES OR LOCATIONS
Intentionally Omitted

1.21 HOURLY RATE

Any hourly rate quoted shall be deemed to provide full compensation to the contractor for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight time for all labor, except as otherwise noted.

1.22 RELEASE OF CLAIM REQUIRED

Pursuant Section 255.05, *Florida Statutes* all payments to the subcontractors shall be made by the contractor within ten (10) days of receipt of the payment from the City. Except for the first

payment, the contractor shall pay all its subcontractors and suppliers who have performed any work or supplied any materials for the work within ten (10) days after receipt of the payment by the contractor for monies due such subcontractors and suppliers because of a percentage of the work completed. The contractor shall provide the City with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all subcontractors and suppliers who have performed any work or supplied any materials for the project as of that date.

The affidavit or release shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous payments to the contractor. In the event such affidavits cannot be furnished, the contractor may submit an executed consent of surety to requisition payment, identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the contractor fails to provide a consent of surety to requisition payment, the amount in dispute will be withheld until either the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

1.23 PRE-CONSTRUCTION CONFERENCE

The contractor may be required to conduct a Pre-Construction Conference for City representatives prior to the start of any construction work contemplated under this solicitation. The location of this Pre-Construction Conference shall be mutually determined by the City and the contractor, but must be in south Florida. Any costs incurred by City officials in conjunction with the pre-construction conference will be borne by the City.

1.24 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

As part of its bid submittal, the bidder shall identify any subcontractors that will be used in the performance of the proposed contract, their capabilities and experience, and the portion of the requirements to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility, and business standing shall be considered by the City when making the award in the best interest of the City. If the bidder fails to identify all subcontractors in its bid, the City may allow the bidder to submit this documentation during the evaluation or work assignment period if such an action is in the best interest of the City. The City shall have the right to deny use of a subcontractor(s) with or without cause.

1.25 RECORDS, ACCOUNTS, AND STATEMENTS

The contractor shall keep on its premises, or such other place approved by the City, current, true, accurate, and complete records and accounts of all services provided to the City, and shall give the City or City's representative access during reasonable business hours and upon five (5) business days' notice to examine and audit such records and accounts. Such records shall be maintained, as an independent certified public accountant would need to examine to certify a statement of the contractor's business with the City pursuant to generally accepted auditing standards.

1.26 COMPLIANCE AND CONDUCT

The contractor shall at all times comply with all rules, regulations, and ordinances of the City and other governmental agencies having jurisdiction. The contractor shall further take all precautions and extreme care to conduct its activities in a safe, professional, and prudent manner with respect to its agents, employees, members, visitors, and participants.

By accepting a contract pursuant to this solicitation, the contractor agrees to comply with the provisions of Section 448.095, Fla. Statutes, "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly

hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will result in termination of this contract, or if a subcontractor knowingly violates the above-referenced statute, such subcontractor must be terminated immediately.

1.27 SUPERIORITY OF OTHER FORMS OR DOCUMENTS

If the City is required by the contractor to execute any other forms or documents in relation to the contract resulting from this solicitation, the terms, conditions, and requirements in this solicitation shall take precedence to any and all conflicting or modifying terms, conditions, or requirements of the contractor's forms or documents. Additionally, in the event of a conflict between the terms and conditions set forth in this solicitation document and any attachments or exhibits hereto, the terms and conditions set forth herein shall prevail. The contract documents shall have precedence in this order, the agreement, this solicitation, and then the vendor's response to this solicitation.

1.28 FAILURE TO DELIVER OR COMPLETE WORK

Should the contractor fail to deliver or complete the work on a timely basis, and within the schedule established by the City, it is hereby agreed and understood that the City reserves the authority to cancel the contract with the contractor and secure the services of another contractor to perform the work. If the City exercises this authority, the City shall be responsible for paying the contractor for any work that was completed and accepted in accordance with the contract specifications.

The City may, at its option, demand payment from the contractor, through an invoice or credit memo, for any additional costs over and beyond the original contract price, which were incurred by the City, as a result of having to secure the services of another contractor to complete the work.

1.29 PROTECTION

The contractor shall take all necessary precautions to protect the work area to avoid unnecessary noise, confusion, dust, or dirt, sedimentation, turbidity, erosion and protect the health and safety of occupants of buildings and surrounding work areas. When equipment and other items are removed during the performance of the work, it shall be the contractor's responsibility to check with appropriate City personnel to obtain the required approval before moving any equipment and/or other items.

1.30 DAMAGE AND INJURY

The contractor is responsible for any damage to equipment or property by its employees and subcontractors during the course of performing any work under this contract and shall repair or replace the damaged item to the satisfaction of the City. The contractor shall, at its own expense, replace and/or repair any damaged material such that the damaged materials are restored to their original condition.

1.31 SAFETY REQUIREMENTS

The contractor shall be solely and completely responsible for fully complying with all applicable federal, state, and local laws and regulations. No product shall be used in any manner inconsistent with its labeling. Protective clothing, equipment and devices shall, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

1.32 SAFETY AND PROTECTION

The contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons, including but not limited to, the general public who may be affected thereby. The contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment, and vehicles. The safety of the public is of prime concern to the City, and all costs associated for ensuring such safety are the responsibility of the contractor.

The contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to them. The contractor shall supervise and direct the work, using their best skill and attention.

The contractor shall be responsible to protect and preserve all buildings, structures, and utilities (whether such utilities are underground, above ground, or on the surface) that are in the general vicinity of the work site, from any damage that could foreseeably result from the work being performed by the contractor.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their operations at the work site.

1.33 PUNCH LIST

Pursuant to the provisions of Florida Statutes 218.735, the contractor shall coordinate with the City, upon substantial completion of any construction work, to develop a punch list of tasks needed to bring the project to final completion and acceptance. The contractor and City shall make good faith efforts to develop and agree on the final listing within the timeframes established in the statute.

1.34 CHANGES

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the contract. If such changes increase or decrease the amount due under the contract, or the time required for performance of the work, an equitable adjustment shall be authorized by Change Order.

The City may, at any time, make changes to the details of the work. The contractor shall proceed with the performance of any changes in the work so ordered by the City, unless the contractor believes that such changes entitle him to a change in the contract price or time, or both, in which event he shall give the City immediate written notice thereof after the receipt of the ordered change. Thereafter, the contractor shall document the basis for the change in contract price or time within ten (10) calendar days. All changes resulting in a request for added time must be accompanied by a Time Impact Analysis.

Changes in the scope of work may be accomplished by change order, construction change directive, or field order. Any one of these documents shall be interpreted as further instructions from the City.

A change order shall be based upon an agreement between the City and the contractor; a construction change directive may or may not be agreed to by the contractor; a field order for a minor change in the work may be issued by the City.

Changes in the work shall be performed under applicable provisions of the contract documents, and the contractor shall proceed promptly, unless otherwise provided in the change order, construction change directive, or field order.

1.35 CHANGE ORDERS

A change order is a document prepared by the City and contractor, stating their agreement upon all of the following:

- a. change in the scope of work.
- b. the amount of the adjustment in the price to do the work, if any; and
- c. the extent of the adjustment in the time to complete the work, if any.

The issuance of a change order shall be full and final settlement for any issue or item addressed in the change order. No change order will be accepted or processed with any reservation of rights notations or clauses.

UNFORESEEN MATERIAL COSTS ADJUSTMENT REQUESTS

The City may consider material costs adjustment requests due to unforeseen market conditions (increases or decreases) at its sole discretion.

Labor adjustments will not be accepted.

The following items are required for consideration of material costs adjustments:

1. Original material price quote containing the date (must be after bid release date and prior to bid submission), project title, bid number, quantity, and unit price.
2. New material price quote containing the date, project title, bid number, quantity, and unit price.
3. Documentation from the supplier or an independent source confirming the price change for the specified product.
4. Signed and notarized statement from the supplier confirming that the original pricing was used to bid on the project.
5. Signed and notarized statement from the contractor that the original pricing was used to bid on the project.

For material costs adjustments initiated by the City, the City reserves the right to rely on independent commodity pricing and/or information from other suppliers or an accepted public source. In such cases, the contractor shall provide any pricing information received from its supplier to the City for review.

1.36 CONSTRUCTION CHANGE DIRECTIVES

A construction change directive is a written order prepared and signed by the City directing a change in the work and stating a proposed basis for adjustment, if any, in the price of the work or completion time, or both. The City may by issuing a construction change directive, without invalidating the contract, order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the cost to perform the work, and completion time being adjusted accordingly if affected by the change.

A construction change directive will be used in the absence of agreement on the terms of a change order.

If the construction change directive provides for an adjustment to the contract price, the adjustment shall be based on one of the following methods and precedence:

- a. unit prices stated in the bid.
- b. unit prices agreed upon through previous amendments to the contract.
- c. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the City; or
- d. by actual cost, to be determined in a manner agreed upon by the contractor and the City, and including a mutually acceptable fixed or percentage fee (if any).

Upon receipt of a construction change directive, the contractor shall promptly proceed with the change in the work involved and shall immediately advise the City of the contractor's disagreement with the method, if any, provided in the construction change directive for determining the proposed adjustment in the price or completion time.

If the contractor does not respond promptly or disagrees with the method for adjustment in the contract price, the method and the adjustment shall be determined by the City on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in case of an increase in the contract price, a reasonable allowance for overhead and profit. In such case, the contractor shall keep and present, in such form as the City may prescribe, an itemized accounting together with appropriate supporting data.

Unless otherwise provided in the contract documents, costs along with detailed documentation for any changes shall be limited to the following:

- a. costs of labor directly related to the change being requested, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers or workmen's compensation insurance.
- b. costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed.
- c. rental costs of machinery and equipment, exclusive of hand tools, whether rented from the contractor or others.

- d. costs of premiums for all bonds and insurance. Proof of change and additional premium (not to exceed 2% for the performance bond) by the issuing bonding and insurance companies must be provided.
- e. permit fees, and sales, use or similar taxes related to the work; and
- f. the contractor may add 12.5% (for overhead and profit) to the cost for work performed by his own forces, and 5% (for overhead and profit) to the cost for work performed by subcontractors. The subcontractor may add 10% (for overhead and profit) to the cost for work performed by his own forces.

Overhead shall include the following: superintendent wages, project manager wages, supervision, wages of timekeepers, watchmen, clerks and administrative staff, small tools, incidentals, general office expense, travel time, fringe benefits and workers' or workman's compensation insurance for same, and all other expenses not included in the direct cost.

When the City and the contractor agree with the adjustments in the contract price and contract time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate change order.

Prior to the final determination of cost to the City and a completely executed change order, amounts not in dispute may be included in applications for payment.

1.37 MINOR CHANGES IN THE WORK

The City shall have authority to order minor changes in the work consistent with the intent of the contract and/or scope of the project. Such changes shall be effected by the issuance of a field order and shall be binding on the City and contractor. The contractor shall carry out such written orders promptly.

1.38 PERMITS AND FEES

The contractor shall apply for and pay for all required permits and fees for work projects under this contract, including those for the City, County, State, or any applicable regulatory authority. The City will waive all permit fees payable to the City, but the proposer must complete and submit the permit applications.

The City's Master Fees and Charges Schedule is available at <https://www.pbgfl.com/DocumentCenter/View/27>, for review. By submitting a bid in response to this solicitation, the contractor acknowledges and agrees that the City has provided all the information it has on all applicable permits and fees for work to be performed under this contract.

1.39 ACCESS AND AUDIT OF RECORDS

The City reserves the right to require the contractor to submit to an audit by an auditor of the City's choosing. Subject to reasonable advance notice, the contractor shall provide, at its place of business during regular business hours, access to all of its records that relate directly or indirectly to this contract. The contractor shall retain all records pertaining to this contract and upon request make them available to the City for five (5) years following expiration of the contract. The

contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

1.40 OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed City programs, contracts, transactions, accounts, and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The IG may, on a random basis, perform audits on any City contracts or agreements.

1.41 LICENSES, PERMITS AND FEES

The contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to work performed under this contract. Damages, penalties, and/or fines imposed on the City or the contractor for the contractor's failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the contractor.

1.42 FORCE MAJEURE

The City and the contractor are excused from the performance of their respective obligations under this contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure; and
- d. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused for a period in excess of two months, provided that in extenuating circumstances the City may excuse performance for a longer term. The economic hardship of the contractor shall not constitute force majeure. The completion time for an affected work project shall be extended by a period equal to that during which either party's performance is suspended under this section.

1.43 PUBLIC RECORDS

Pursuant to Chapter 119, *Florida Statutes*, the contractor shall comply with the public records law by keeping and maintaining public records required by the City of Palm Beach Gardens in order to perform the service. Upon request from the City's custodian of public records, the contractor shall provide the City 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 schedules provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law. The contractor shall 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. Upon completion of the contract, the contractor shall transfer, at no cost to the City, all public records in possession of the contractor or keep and maintain public records required by the City of Palm Beach Gardens in order to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Palm Beach Gardens, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City of Palm Beach Gardens.

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 THE OFFICE OF THE CITY CLERK LOCATED AT 10500 NORTH MILITARY TRAIL, PALM BEACH GARDENS, FLORIDA 33410, PHONE NUMBER (561) 799-4122, EMAIL ADDRESS: PSNIDER@PBGFL.COM.

1.44 OWNER DIRECT PURCHASES

For each project, the City reserves the right to require the contractor to assign some or all of its subcontracts or other agreements with material, including equipment, and suppliers directly to the City. Any materials purchased by the City pursuant to such an assignment of a material supply subcontract or agreement shall be referred to as "Owner Direct Purchases" (ODP) and the responsibilities of both the City and the contractor relating to such ODP shall be governed by the terms and conditions of this clause, which shall take precedence over other conditions and terms of the contract where inconsistencies or conflicts exist.

Material suppliers shall be selected by the contractor using competitive bidding/proposals. Supply contracts shall be awarded by the contractor to the supplier whose bid/proposal is most advantageous to the City, price and other factors considered. The contractor shall include the price for all construction materials in its bid for each project. The bid pricing shall also include all Florida State sales and other taxes normally applicable to such material and equipment.

The City may consider purchasing any item of work or material but does not expect to issue purchase orders for less than \$5,000. The City's purchasing of selected construction materials will be administered on a deductive Change Order basis, and the amount for the work or materials will be deducted from the main purchase order that was issued to the contractor.

For each project, the contractor shall include the names of the subcontractors for the project in its initial proposal to the City. The contractor shall also include the area of work to be performed by the subcontractors, as well as a description of the materials to be supplied, estimated quantities, and prices.

Upon request from the City, and in a timely manner, the contractor shall prepare a purchasing request form that shall, in form and detail acceptable to the City, specifically identify the materials which the City may, in its discretion, elect to purchase directly. The purchasing request form shall include: a. the name, address, telephone number and contact person for the material supplier; b. manufacturer or brand, model or specification number of the item; c. quantity needed as estimated by the contractor; d. the price quoted by the supplier for the materials identified therein; e. any sales tax associated with such quote; f. delivery dates as established by the contractor; g. any reduction in the contractor's cost for any Payment Bond and/or Performance Bond; h. shipping, handling and insurance costs; i. detail concerning bonds or letters of credit provided by the supplier if included in their proposal; and j. any special terms and conditions that have been negotiated with the supplier relative to payment terms, discounts, rebates, warranty, credits or other terms and conditions which will revert to the City. The contractor shall include copies of vendors' quotations and specifically reference any terms and conditions, which have been negotiated with the vendors concerning letters of credit, terms, discounts, or special payments.

After receipt of the purchasing request form, the City shall prepare a purchase order for all items of material, which the City chooses to purchase directly. The purchase order shall be sent to the vendor with a copy sent to the contractor. Pursuant to the purchase order, the vendor shall provide the required quantities of material at the price established in the vendor's quote to the contractor, excluding any sales tax associated with such price. The purchase order shall also require the delivery of the ODP on the delivery dates provided by the contractor in the purchasing request form.

In conjunction with the execution of the purchase orders by the suppliers, the contractor shall execute and deliver to the City one or more deductive Change Orders, referencing the full value of the ODP to be provided by the supplier from whom the City elected to purchase material directly, plus all sales taxes associated with such materials in the contractor's bid to the City, plus any savings to the contractor in the cost of any Payment and Performance Bonds associated with such ODP. To compensate the contractor for the warranty enforcement obligation the contractor's overhead and profit associated with ODP shall not be deducted from the contract.

The contractor shall be fully responsible for all matters relating to the procurement of materials furnished by and incorporated into the project in accordance with these terms and conditions including, but not limited to, assuring the correct quantities, placing the order in a timely manner, and assuring coordination of purchases, providing, and obtaining all warranties and guarantees required by the contract, inspection, and acceptance of the goods at the time of delivery. The contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the contractor for the particular materials furnished. The contractor shall provide all services required for the unloading, handling, and storage of materials through installation. The City assumes the risk of loss of building material through their incorporation into the installation.

As ODP are delivered to the jobsite, the contractor shall visually inspect all shipments from the suppliers, and sign off on the receiving reports for material delivered. The contractor shall assure that each delivery of ODP is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the purchase order together with such additional information as the City may require. The contractor shall then forward the receiving report to the City to match up with the invoice for payment.

The contractor shall ensure that ODP conform to the specifications and determine prior to incorporation into the project if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the contractor discovers defective or non-conformities in ODP upon such visual inspection, the contractor shall not utilize such nonconforming or defective materials in the project and instead shall promptly notify the City of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the project. If the contractor fails to perform such inspection and otherwise incorporates into the work such defective or nonconforming ODP, the condition of which it either knew or should have known by performing an inspection, the contractor shall be responsible for all damages to the City resulting from the contractor's incorporation of such materials into the project, including liquidated or delay damages.

The contractor shall maintain records of all ODP it incorporates into the work from the stock of ODP in its possession. The contractor shall account monthly to the City for any ODP delivered into the contractor's possession, indicating portions of all such materials which have been incorporated into the work.

The contractor shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the contract. All repair, maintenance or damage-repair calls shall be forwarded to the contractor for resolution with the appropriate supplier, vendor, or subcontractor. Additionally, ODP items shall be warranted by the contractor as part of the contractor's warranty. The contractor agrees and understands that it shall undertake all warranty enforcement and other related duties of the City for its Owner Direct Purchase equipment and materials. To that end, the contractor expressly agrees it shall make no distinction in discharging such warranty duties between Owner Direct Purchase equipment and materials and equipment and materials otherwise supplied by the contractor.

Notwithstanding the transfer of ODP by the City to the contractor's possession, the City shall retain legal and equitable title to any and all ODP.

The transfer of possession of ODP from the City to the contractor shall constitute a bailment for the mutual benefit of the City and the contractor. The City shall be considered the bailor and the contractor the bailee of the ODP. ODP shall be considered returned to the City for purposes of their bailment at such time as they are incorporated into the project.

The City will purchase and maintain builders risk insurance sufficient to protect against any loss of or damage to ODP. Such insurance shall cover the full value of any ODP not yet incorporated into the project during the period between the time the City first takes title to any of such ODP and the time when the last of such is incorporated into the Project. The contractor shall purchase and maintain builders' risk, all risk, insurance based on the completed value of project, less the City's ODP values. The contractor must name the City of Palm Beach Gardens as additional insured on its policy.

The City shall not be liable for any interruption or delay in the project, for any defects or other problems with the project, or for any extra costs resulting from any delay in the delivery of, or defects in, ODP. The contractor's sole or exclusive remedy shall be an extension of the contract time for such reasonable time as determined by the City.

The contractor shall review invoices submitted by all suppliers of ODP delivered to the project sites and either concur or object to the City's issuance of payment to the suppliers, based upon the contractor's records of materials delivered to the site and any defects detected in such materials.

In order to arrange for the prompt payment to the supplier, prompt submittal of a copy of the applicable purchase order as receiving report, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the City. Upon receipt of the appropriate documentation, the City shall prepare payment to the supplier based upon the data provided. This payment will be released and remitted directly to the supplier. The contractor agrees to assist the City to immediately obtain partial or final release of waivers as appropriate.

At the end of the project, the contractor will be provided with a deductive Change Order for the costs incurred by the City to provide all ODP not covered by previous change orders. Salvage materials shall be stored or removed from the site at the City's direction, or may be turned over to the contractor by the City for salvage or disposal at the contractor's option.

1.45 DEFAULT

In the event the contractor defaults in the performance of the contract, the City shall have the following options:

- i. The City will give the contractor written notice of default. If the default is not corrected within the time allowed in the notice, the City may terminate the contract by providing written notice.
- ii. The City shall be entitled to recover any and all claims for damages, at law or in equity, that may be due to the City from the contractor's default.
- iii. The City may perform such work as it deems necessary to cure the default or subsequent default and charge the contractor for the full cost of labor and materials expended, plus 30% of such costs for administrative overhead.

The acceptance of all or part of monies due for any period after a default shall not be deemed as a waiver of any of these options, or a waiver of the default or subsequent default of the same or any other term, covenant, and condition.

The City shall not be liable for any claim of damages for lost profit by the contractor should the City terminate the contract, whether such termination was with or without cause.

1.46 LEGAL AND PROPER APPLICATION OF PRODUCT

The contractor shall be solely and completely responsible for fully complying with all applicable regulations, federal, state, and local laws that may cover the use and application of any material or product used during the performance of work on this contract. No product shall be used in any manner inconsistent with its labeling. Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

SECTION 2 STATEMENT OF WORK

2.1 PROJECT SCOPE

It is the intent of the City to contract with multiple vendors to provide miscellaneous public works and minor construction services, as required, on a task-by-task/project-by-project basis for repairs, replacements, and/or installations of municipal infrastructure, which may include, but not be limited to, pavement repair/replacement, stormwater improvements, sidewalks, curbs, driveways, and similar work, based on unit priced bids submitted as part of this Invitation to Bid.

Bids will be accepted for all or part of the list of bid items.

There is no guarantee of work.

2.2 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

The contractor certifies that all equipment and materials used for work performed under this Invitation to Bid shall conform to all applicable O.S.H.A. requirements. The contractor further certifies that if any equipment or materials delivered are subsequently found to be deficient in any O.S.H.A requirements in effect on date of delivery, all costs necessary to bring the equipment and materials into compliance with the aforementioned requirements shall be borne by the contractor.

2.3 MATERIALS

All materials supplied by the contractor under the provisions of the contract shall be new materials of the kind and character required to properly perform the work. Defective equipment or material damaged in the course of installation or tests shall be replaced or repaired in a manner satisfactory to the City. All materials and equipment to be furnished under this solicitation shall be the standard product of a manufacturer regularly engaged in the production of such material and shall be the manufacturer's current standard design.

2.4 CONTRACTOR'S REPRESENTATIVE

Bidders shall provide the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of work projects. A contact for regular work hours and after-hours, weekends, and holidays should be submitted with the bid.

2.5 STATEMENTS OF WORK

For each subsequent project under this contract, the City will provide the contractor with a written and complete Statement of Work specific to that project. If available, drawings and other documentation will be provided to assist the contractor with properly estimating reasonable costs to perform the work, based on the prices and rates established in the contract.

2.6 FOUNDATION NOTES

- a. All footing excavations shall be clean and free of debris, standing water and loose soil prior to placement of concrete.
- b. All footing excavations shall be inspected and approved by the City prior to placement of concrete.
- c. The contractor shall familiarize itself with the scope of the work and soil and water conditions before proceeding with the work.

- d. All fill material shall be approved for use in advance of placement by the City. No fill shall be placed over frozen, muddy, or other deleterious material. No fill may be placed over a previous lift that has not been adequately compacted and accepted by the City.
- e. It is the contractor's responsibility to ensure the stability of all structures during construction.

2.7 PROTECT ADJACENT AREAS

The contractor shall install and maintain dust and noise barriers to keep dirt, dust, and noise from being transmitted to adjacent areas. The contractor will be required to provide fencing, windscreen, safety, and wayfinding signage as approved by the City. The contractor shall remove protection and barriers after the construction work is completed.

2.8 TESTING

The expense of all initial tests and test reports shall be borne by the City. Any costs associated with re-testing due to failed tests shall be borne by the contractor.

2.9 PROTECT EXISTING STRUCTURES

The contractor shall protect all areas to remain and existing structures, utilities, sidewalks, pavements, and other facilities from damage by settlement, lateral movement, undermining, washout, and other hazards created by any excavation operations.

2.10 EXISTING UTILITIES

The contractor shall locate existing underground utilities in excavation areas. If utilities are indicated to remain, the contractor shall support and protect services during excavation operations.

When uncharted or incorrectly charted utilities are discovered, the contractor shall contact the utility immediately for instructions. The contractor shall provide temporary utility services to the affected areas. The contractor must provide a minimum of 48 hours' notice to the City prior to utility interruption.

2.11 WORKMANSHIP AND INSPECTIONS

All work under this contract shall be performed in a skillful and efficient manner, and the work executed to the highest industry standards. The contractor and its employees shall be professional and courteous at all times. The City may, in writing, require the contractor to remove any employee from work for a reasonable cause, as determined by the City. Further, the City will, from time to time, make inspections of the work performed under the contract. An inspection by the City does not relieve the contractor of the responsibility for meeting the work requirements.

2.12 RETAINAGE

To ensure faithful performance of the contract, and as allowed by Florida Statutes, the City may retain 5% of the earned sum, when payment is due, until 100% of the project is completed. The amounts withheld may be included in the final payment. Any subcontract that provides for similar progress payments shall be subject to the same limitations. However, all subcontracts and material suppliers must be paid in full prior to the City making final payment to the contractor.

2.16 CORRECTION OF DEFECTS

For a period of one year from the date of completion of the work, the contractor is required, at its expense, to correct any work element that is found not to be in conformance with the work

requirements or due to faulty materials or installation which may occur. The contractor shall, at no expense to the City, replace any defective materials during the period of guarantee. The contractor shall correct such work within five (5) working days after written notice from the City.

2.17 TIME EXTENSIONS FOR WEATHER

The work time/project completion time will not be extended due to inclement weather conditions that are normal to the general locality of the work site. The contractor must include in its proposed completion schedule an allowance for workdays (based on a 5-day workweek) which, according to historical data, may not be suitable for construction work.

2.18 WORK AFTER-HOURS, ON WEEKENDS, AND HOLIDAYS

The City, at its discretion, may allow the contractor to perform work after normal business hours, on weekends, and on City holidays. The City and contractor shall work together in good faith to finalize a reasonable schedule that allows the work to be performed expeditiously with the least amount of disruption as possible.

2.19 COMPLETION OF WORK AND DELIVERY

All work shall be performed, and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the contractor, except in such cases where the completion date is delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the contractor. In such cases, the contractor shall notify the City of the delays in advance of the original completion date, so that a revised delivery schedule can be appropriately considered by the City.

2.20 FAILURE TO DELIVER OR COMPLETE WORK

In addition to any provisions for liquidated damages, should the contractor fail to deliver or complete the work within the time stated in the purchase order, it is hereby agreed and understood that the City reserves the right to cancel the purchase order and secure the services of another contractor to complete the work. If the City exercises this right, the City shall be responsible for paying the contractor only for work which was completed, and items delivered and accepted by the City in accordance with the work specifications. The City may, at its option, demand payment from the contractor, through an invoice or credit memo, for any additional costs over and beyond the original work price which were incurred by the City as a result of having to secure the services of another contractor.

2.21 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property by the contractor. All persons performing services or delivering goods under this contract shall conform to all relevant OSHA, State and City regulations during the course of such an effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the contractor. Barricades shall be provided by the contractor when work is performed in areas traversed by persons, or when deemed necessary by the City.

2.22 OMISSIONS IN SPECIFICATIONS

The statement of work or description of items contained in the purchase order describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the contractor from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

SECTION 3 PRICING SCHEDULE

3.1 PRICES AND RATES

Bidders must complete the online Pricing Schedule (attached here in detail as Exhibit B, Pricing Schedule) in the electronic bidding portal.

If the Pricing Schedule is submitted as an uploaded PDF, the City reserves the right to deem the bidder non-responsive. The Pricing Schedule must be in the Excel format in the online procurement portal.

3.2 REQUIRED SUBMITTALS

Please upload all other information as PDFs.

- a. Subcontractor listing/information, if applicable.
- b. Copies of certifications/licenses.
- c. Complete, sign, and submit the supplemental FEMA clauses.

3.3 EXHIBITS

The following exhibits are attached and incorporated into this solicitation. The bidder must complete and submit these forms to the City to be considered for evaluation and award under this solicitation.

- a. Exhibit A – FEMA Mandatory Supplemental Clauses
- b. Exhibit B – Pricing Schedule



City of Palm Beach Gardens
10500 North Military Trail, Palm Beach Gardens, FL 33410

PURCHASING DEPARTMENT

**ITB2024-160PS
MISCELLANEOUS PUBLIC WORK PROJECTS**

EXHIBIT A

**FEMA
MANDATORY SUPPLEMENTAL CLAUSES**

1. FEMA GUIDELINES

All work performed under the contract resultant from this solicitation shall be in compliance with the rules, regulations, and guidelines of the Federal Emergency Management Agency, as applicable. The Contractor must comply with the terms and conditions of the FEMA supplemental clauses which are attached to and incorporated into this solicitation.

2. USE OF CONTRACT

Although this contract is intended to primarily support the City's operations during non-emergency events, the City reserves the right to obtain relevant goods or services from the contractors, subject to the existing terms and conditions, for use during hurricane and disaster events or emergencies.

3. REQUIRED CLAUSES FROM FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)

The Federal Emergency Management Agency (FEMA) requires that the following terms and conditions be incorporated into this contract.

The contractor acknowledges and agrees to adhere to the specific requirements of these clauses.

A. DEFINITIONS

(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as "any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work."

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as "the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction."

B. ANTI DISCRIMINATION

During the performance of this contract, the contractor agrees as follows:

1. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contractor office, advising the labor union or workers' representatives of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government Contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract contractor. The contractor shall take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor contractor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

C. COMPLIANCE COPELAND ANTI-KICKBACK ACT

- (1) The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor lower tier subcontractor with all of these Contract clauses.
- (3) Breach. A breach of the Contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

D. WORK HOURS AND SAFETY STANDARDS ACT

Compliance with Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each

individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The City of Palm Beach Gardens shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime subcontractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontractors. The contractor or subcontractor shall insert in any subcontract the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractor to include these clauses in any lower tier subcontractors. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

E. CLEAN AIR ACT

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the City of Palm Beach Gardens and understands and agrees that the City of Palm Beach Gardens will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

F. FEDERAL WATER POLLUTION CONTROL ACT

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- (2) The contractor agrees to report each violation to the City of Palm Beach Gardens and understands and agrees that the City of Palm Beach Gardens will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

G. SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the subcontractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.
- (3) This certification is a material representation of fact relied upon by the City of Palm Beach Gardens. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City of Palm Beach Gardens, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor or contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

The contractor must review and agree to the Certification Regarding Lobbying.

I. PROCUREMENT OF RECOVERED MATERIALS

- (1) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule.

- (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

J. ACCESS TO RECORDS

The following access to records requirements applies to this Contract:

- (1) The contractor agrees to provide the City of Palm Beach Gardens, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

K. DISASTER RESPONSE SERVICES (DRS) SEAL, LOGO, AND FLAGS

The contractor shall not use the DRS seal(s), logos, crests, or reproductions of flags or likenesses of DRS agency officials without specific FEMA pre- approval.

L. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor shall comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

M. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

N. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

By signing this document, the contractor certifies that it satisfies all legal requirements as an entity to do business with the City of Palm Beach Gardens, including all Conflict of Interest and Code of Ethics provisions, and to be bound by the terms and conditions of the FEMA Supplemental Clauses.

Contractor's Name:

Contractor's Principal Address:

Primary Telephone Number: _____

Email Address: _____

Federal Employer Identification Number: _____

Signature: _____

(Signature of authorized official)

Print Name: _____

Title: _____

Date: _____

ITB2024-160PS
Section 3, Pricing Schedule (Excel)

NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE
SCHEDULE OF VALUES AND RATES				
Areas of Specific Work				
1	Removal, saw cut, and disposal of 4" thick concrete	1,000	SF	
2	Removal, saw cut, and disposal of 6" thick concrete	1,000	SF	
3	F&I, 4" concrete with wire	1,000	SF	
4	F&I, 4" concrete without wire	1,000	SF	
5	F&I, 4" concrete with polypropylene fiber mix reinforce	1,000	SF	
6	F&I, 6" concrete with polypropylene fiber mix reinforce	1,000	SF	
7	F&I, 6" concrete with wire	1,000	SF	
8	F&I, 6" concrete without wire	1,000	SF	
9	F&I, 6" pervious concrete	1,000	SF	
10	F&I, 4" stamped concrete with wire	500	SF	
11	F&I, 4" stamped concrete without wire	500	SF	
12	F&I, 6" stamped concrete with wire	500	SF	
13	F&I, 6" stamped concrete without wire	500	SF	
14	F&I, 8" pervious concrete	1,000	SF	
15	F&I, FDOT concrete bumper guard	50	EA	
16	F&I, ADA-compliant detectable surface	50	SF	
17	F&I, ADA-compliant welded aluminum handrail, FDOT Standard Index 862 - 42"	100	LF	
18	F&I, FDOT Type "A" curb - by hand	200	LF	
19	F&I, FDOT Type "A" curb - by machine	200	LF	
20	F&I, FDOT Type "B" curb - by hand	200	LF	
21	F&I, FDOT Type "B" curb - by machine	200	LF	
22	F&I, FDOT Type "D" curb - by hand	200	LF	
23	F&I, FDOT Type "D" curb - by machine	200	LF	
24	F&I, FDOT Type "E" curb - by hand	200	LF	
25	F&I, FDOT Type "E" curb - by machine	200	LF	
26	F&I, FDOT Type "F" curb - by hand	200	LF	
27	F&I, FDOT Type "F" curb - by machine	200	LF	
28	F&I, FDOT Valley Gutter - by hand	200	LF	
29	F&I, FDOT valley Gutter - by machine	200	LF	
30	F&I, FDOT Shoulder Gutter - by hand	200	LF	

31	F&I, FDOT Shoulder Gutter - by machine	200	LF	
32	F&I, FDOT asphaltic concrete curb	500	LF	
33	F&I, conduit - 2" (18" - 24" depth)	1,000	LF	
34	Installation only of conduit - 2" (18" - 24" depth)	1,000	LF	
35	F&I, conduit - 4" (18" - 24" depth)	500	LF	
36	F&I, conduit - 6" (18" - 24" depth)	500	LF	
37	F&I, conduit - 2" (24" - 36" depth)	1,000	LF	
38	Installation only of conduit - 2" (24" - 36" depth)	1,000	LF	
39	F&I, conduit - 4" (24" - 36" depth)	500	LF	
40	F&I, conduit - 6" (24" - 36" depth)	500	LF	
41	F&I, 2' x 2' pull boxes (includes weeps and ground rods)	20	EA	
42	Installation 2' x 2' pull boxes	20	EA	
43	F&I, pull wire within conduit	3,000	LF	
44	F&I, tracing wire within conduit (#12 Cu)	500	LF	
45	Supply, place and compact clean fill	2,000	CY	
46	Stop Sign w/ Street Name Blades Mounted on New Post (R-140A-D)	20	EA	
47	Staked Silt Fence	5,000	LF	
48	F&I, natural stone riprap w/filter fabric	50	TN	
49	F&I, broken concrete riprap w/filter fabric	50	TN	
50	Supply and install sand-cement riprap w/filter fabric	50	CY	
51	Special saw cuts for pavement and concrete	200	LF	
52	Removal and disposal of existing driveway culvert pipe	10	LF	
53	Regular Excavation (Including Removal & Disposal)	1,000	CY	
54	F&I, Bahia sod - up to 1,000 SF	1,000	SF	
55	F&I, Bahia sod - over 1,000 SF	20,000	SF	
56	F&I, Floratam sod - up to 1,000 SF	1,000	SF	
57	F&I, Floratam sod - over 1,000 SF	20,000	SF	
58	F&I, FDOT seed and mulch mix	20,000	SF	
59	Furnish operator, water truck and irrigate sod or seed mix	8	HR	
60	FDOT guard rail with no end treatment, FDOT Standard Index 400	100	LF	
61	FDOT guard rail with end treatment, FDOT Standard Index 400	100	LF	
62	Re-grade swales - up to 1,000 CY	1,000	CY	
63	Re-grade swales - over 1,000 CY	4,000	CY	
64	Canal wash out repair (sand and silt)	10	CY	
65	Canal excavation (60' ROW) - up to 1,000 CY	1,000	CY	
66	Canal excavation (100' ROW) - up to 1,000 CY	1,000	CY	

67	Canal excavation (0' ROW) - over 1,000 CY	4,000	CY	
68	Canal excavation (100' ROW) - over 1,000 CY	4,000	CY	
69	Lake canal bank restoration (wash out repair)	10	CY	
70	F&I, Type SIII asphalt overlay - 1"	7,000	TN	
71	Mill existing pavement (3/4" - 1" avg)	10,000	SY	
72	Pavement replacement w/2" Type S	1,000	SY	
73	Adjust Manholes with riser	10	EA	
74	Adjust valve boxes with riser	10	EA	
75	Valve Box F&I	10	EA	
76	Jack and bore - 4"	200	LF	
77	Directional bore - 4"	200	LF	
78	Jack and bore - 6"	200	LF	
79	Directional bore - 6"	200	LF	
80	12" stabilized subgrade, LBR 40 - Small Quantity 1 to 100 SY	100	SY	
81	12" stabilized subgrade, LBR 40	5,000	SY	
82	Optional Base Group 4, 6, 9 Small Quantity 1 to 100 SY	100	SY	
83	Optional Base Group 6 TYPE B-12.5 in place to line & grade (includes excavation ,compaction and material removal)	2,500	SY	
84	Optional Base Group 6 cemented coquina shell base compacted to 98% AASHTO T180, LBR 100, primed & sanded, in place to line & grade (Includes excavation)	1,500	SY	
85	Optional Base Group 4, Cemented Coquina (LBR100)	1,000	SY	
86	Optional Base Group 9 Cemented Coquina (LBR 100)	1,000	SY	
87	Guardrail, galvanized, W-beam with timber post installed to FDOT Specs.	1,000	LF	
88	Guardrail, galvanized, W-beam with galvanized steel post installed to FDOT Specs.	500	LF	
89	Catch Basin, Ditch Bottom Inlet Type-C < 5'	6	EA	
90	Catch Basin, Ditch Bottom Inlet Type-E < 6'	6	EA	
91	Guardrail End Anchorage Treatment, Parallel Segment, Installed to FDOT Index 536	8	EA	
92	Guardrail End Anchorage Treatment, Flared Segment, Installed to FDOT Index 536	8	EA	
93	RCP/Equivalent ERCP, 15" - 24" Small Quantity, 1 to 50 LF	50	LF	
94	RCP/Equivalent ERCP, 30" - 36" Small Quantity 1 to 50 LF	50	LF	
95	15" CMP	400	LF	
96	18" CMP	400	LF	
97	24" CMP	400	LF	
98	30" CMP	100	LF	
99	36" CMP	100	LF	
100	12" X 18" Elliptical RCP	500	LF	
101	14" X 23" Elliptical RCP	500	LF	
102	15" RCP	400	LF	
103	18" RCP	400	LF	

104	24" RCP	400	LF	
105	30" RCP	100	LF	
106	36" RCP	100	LF	
107	15" HDPE	400	LF	
108	18" HDPE	400	LF	
109	24" HDPE	400	LF	
110	30" HDPE	100	LF	
111	36" HDPE	100	LF	
112	2" PVC	100	LF	
113	3" PVC	100	LF	
114	4" PVC	100	LF	
115	6" PVC	100	LF	
102	Mitered End Section (15" RCP)	6	EA	
103	Mitered End Section (18" RCP)	6	EA	
104	Mitered End Section (24" RCP)	6	EA	
105	Mitered End Section (30" RCP)	6	EA	
106	Mitered End Section (36" RCP)	6	EA	
107	Mitered End Section (12x18 RCP)	2	EA	
108	Mitered End Section (14x23 RCP)	2	EA	
109	Concrete End Walls (Typ. Per FDOT Standard Index #250)	100	CY	
110	Roadway Open Cut-60" Wide X 5' Deep Including Backfill & Base (Typ. Per Martin County Standard Detail R-31A & R-31B)	5	EA	
111	Roadway Open Cut-60" Wide X 5' Deep Including Backfill & Base (Typ. Per Martin County Standard Detail R-31A & R-31B) - Without 50' Overlay	5	EA	
112	Straw Bales (18X18X36)	100	EA	
113	Floating Turbidity Barrier	100	LF	
114	Standard mailbox and/or standard traffic control sign (single post), removal & relocate.	10	EA	
115	Type-F (6x40) Traffic Loop	4	EA	
116	As-Builts/2-Man Survey Crew	80	HR	
117	Infiltration Drainage Crew	300	HR	
118	Wellpoint System	300	HR	
119	Asphalt Removal and Restoration	10,000	SF	
	Pavement Marking			
120	Thermoplastic Pavement Marking, Compound Lines			
a	Thermo Plastic Small Quantity Less than 1,000 LF (Yellow/White Solid/Skip 6"-18")	1,000	LF	
b	Thermo Plastic (Yellow Skip 6") 10-30 or 3-9	10	GM	
c	Thermo Plastic (White Skip 6") 10-30 or 3-9	10	GM	
d	Thermo Plastic (Yellow Skip 6") 10-30 or 3-9	1,000	LF	

e	Thermo Plastic (White Skip 6") 10-30 or 3-9	1,000	LF	
f	Thermo Plastic (Yellow Solid 6")	15,000	LF	
g	Thermo Plastic (White Solid 6")	15,000	LF	
h	Thermo Plastic (Yellow Solid 8")	1,000	LF	
i	Thermo Plastic (White Solid 8")	1,000	LF	
j	Thermo Plastic (White Solid 12")	1,000	LF	
k	Thermo Plastic (White Solid 18")	500	LF	
l	Thermo Plastic (Yellow Solid 18")	500	LF	
m	Thermo Plastic (Stop Bar 12')	100	EA	
n	Thermo Plastic (Arrows)	10	EA	
o	Thermo Plastic (Railroad)	4.00	EA	
121	Arrows and Messages - White Only, Furnish & Install			
a	<i>Turn arrow</i>	50	EA	
b	<i>Straight arrow</i>	30	EA	
c	<i>Straight/Turn arrows; combination</i>	20	EA	
d	<i>Merge message</i>	10	EA	
e	<i>RXR message</i>	8	EA	
f	<i>School message</i>	10	EA	
g	<i>Only message</i>	6	EA	
h	<i>U-Turn message</i>	10	EA	
i	<i>Bike lane symbol (diamond, arrow)</i>	20	EA	
j	<i>Handicap message</i>	40	EA	
122	Raised Reflective Pavement Markers - Thermoplastic			
a	<i>Red and amber; bi-directional</i>	200	EA	
b	<i>Amber; bi-directional</i>	400	EA	
c	<i>White and red; bi-directional</i>	1,600	EA	
123	Raised Reflective Pavement Markers - Epoxy			
a	<i>Red and amber; bi-directional</i>	200	EA	
b	<i>Amber; bi-directional</i>	30	EA	
c	<i>White and red; bi-directional</i>	40	EA	
124	Traffic Paint Lines			
a	<i>White, 4"</i>	20,000	LF	
b	<i>Yellow, 4"</i>	10,000	LF	
c	<i>White, 6"</i>	20,000	LF	
d	<i>Black, 6"</i>	200	LF	
e	<i>Blue, 6"</i>	200	LF	

f	Yellow, 6"	10,000	LF	
g	White, 18"	200	LF	
h	White, 12"	2,000	LF	
i	Yellow, 18"	200	LF	
j	White, 24"	1,000	LF	
125	Arrows and Messages - White (Furnish and Install)			
a	Straight/Combo Arrow	20	EA	
b	Turn arrow	50	EA	
c	Message (Only; School; Merge and Straight Arrow)	10	EA	
d	6" Numbers (Per Digit)	10	EA	
e	8" Numbers (Per Digit)	10	EA	
f	10" Numbers (Per Digit)	10	EA	
g	12" Numbers (Per Digit)	10	EA	
h	24" Numbers (Per Digit)	10	EA	
126	Fire Lane and No Parking Messages - Yellow			
a	4" Letters (Per Letter)	40	EA	
b	6" Letters (Per Letter)	40	EA	
c	8" Letters (Per Letter)	40	EA	
d	12" Letters (Per Letter)	40	EA	
e	4' Letters (Per Letter)	100	EA	
127	Pavement marking removal			
a	Traffic Paint	200	SF	
b	Thermoplastic	500	SF	
c	Cold (Preformed) Plastic	10	SF	
d	Construction Tape	500	LF	
e	Pavement markers	400	EA	
128	Preformed (Cold) Plastic (Install Only)			
a	White, 24"	100	LF	
b	Message (Only; School; Merge; U-Turn; Bike Lane; etc.)	20	EA	
c	Turn arrow	40	EA	
129	Preformed (Cold) Plastic (Furnish and Install)			
a	White or Yellow, 6"	500	LF	
b	White, 8"	200	LF	
c	White or Yellow, 12"	400	LF	
d	White or Yellow, 18"	200	LF	
e	White, 24"	100	LF	

f	<i>Message (Only; School; Merge; Ramp; U-Turn; etc.)</i>	20	LF	
g	<i>Turn arrow</i>	50	LF	
130	Miscellaneous (Furnish and Install)			
a	<i>Thermoplastic Rumble Strips (Index 518)</i>	15	EA	
b	<i>9" Contrast tape</i>	200	LF	
c	<i>Flexible Delineators (All Types)</i>	30	EA	
d	<i>Foil Back Tape</i>	200	LF	
131	Items for FDOT and/or City approved Projects			
a	<i>6" Solid White Paint</i>	10,000	LF	
b	<i>6" Solid White Thermoplastic</i>	10,000	LF	
c	<i>8" Solid Yellow Paint</i>	500	LF	
d	<i>8" Solid White Thermoplastic</i>	1,000	LF	
e	<i>8" Solid Yellow Thermoplastic</i>	1,000	LF	
f	<i>12" Solid White Paint</i>	800	LF	
g	<i>12" Solid White Thermoplastic</i>	800	LF	
h	<i>18" Solid White Paint</i>	200	LF	
i	<i>18" Solid White Thermoplastic</i>	200	LF	
j	<i>24" Solid White Paint</i>	800	LF	
k	<i>24" Solid White Thermoplastic</i>	800	LF	
l	<i>6" Solid Yellow Paint</i>	5,000	LF	
m	<i>6" Solid Yellow Thermoplastic</i>	5,000	LF	
n	<i>18" Solid Yellow Paint</i>	200	LF	
o	<i>18" Solid Yellow Thermoplastic</i>	200	LF	
p	<i>2x4 Skips White Paint</i>	3,000	LF	
q	<i>2x4 Skips White Thermoplastic</i>	3,000	LF	
r	<i>6x10 Skips White Paint</i>	3,000	LF	
s	<i>6x10 Skips White Thermoplastic</i>	3,000	LF	
t	<i>10x30 Skips White Paint</i>	1,500	LF	
u	<i>10x30 Skips White Thermoplastic</i>	1,500	LF	
v	<i>2x4 Skips Yellow Paint</i>	1,000	LF	
w	<i>2x4 Skips Yellow Thermoplastic</i>	1,000	LF	
x	<i>6x10 Skips Yellow Paint</i>	1,500	LF	
y	<i>6x10 Skips Yellow Thermoplastic</i>	1,500	LF	
z	<i>Reflective pavement Markers</i>	400	EA	
aa	<i>Directional Arrows Paint</i>	20	EA	
ab	<i>Directional Arrows Thermo</i>	20	EA	

ac	Bike lane Symbol w/Arrows Cold Plastic	30	SETS
ad	Pavement Messages Paint	10	EA
ae	Reflective Paint - Island Nose - White	4	SY
Annual Asphalt Milling and Paving			
132	Asphalt Paving, per 1-inch paving/overlay, Asphalt Type - SP9.5 Lev C or S III	7,000	TN
133	Type SP-9.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (Small Quantity assignment 20 tons or less)	20	TN
134	Type SP-9.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (20 ton to 50 ton assignments)	500	TN
135	Type SP-9.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (51 ton to 150 ton assignments)	1,000	TN
136	Type SP-9.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (151 ton to 499 ton assignments)	2,500	TN
137	Type SP-12.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (Small Quantity assignment 20 tons or less)	20	TN
138	Type SP-12.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (10 ton to 50 ton assignments)	500	TN
139	Type SP-12.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (51 ton to 150 ton assignments)	1,000	TN
140	Type SP-12.5 Traffic-C Asphaltic Concrete place by paving machine, including tack material & compaction (151 ton to 499 ton assignments)	2,500	TN
141	Miscellaneous Asphalt (placed by hand & compacted under Guardrail & misc. areas)	100	TN
142	Asphalt Treated Permeable Base Placed by Track paving Machine (Coarse aggregate stone # 57, asphalt Content 3.5 - 4.0%)(10 on to 100 ton assignments)	1,000	TN
143	Asphalt Milling, per 1-inch mill; including mobilization, TTC & all incidental work & equipment to include hauling off, stockpiling, or otherwise disposing of material	10,000	SY
144	MOT, Rental of Arrow Board, Electric	UNIT	PER DAY
145	MOT, Rental of Message Boards, Electric	UNIT	PER DAY
146	MOT, Rental of Traffic Cones, 36-inch High (per 50 cones)	50	PER DAY
147	MOT, Rental of Barricades, Type I	50	ED
148	MOT, Rental of Barricades, Type II	UNIT	PER DAY
149	MOT, Rental of Barricades, Type III	UNIT	PER DAY
150	MOT, Rental of Jersey Barrier	UNIT	PER DAY
151	TTC - Per Flagman Per Day	1	ED
152	Work Zone Sign	30	ED
153	Concrete Barrier Wall (Temporary)	504	LF-WK
154	Materials Mark-up (for items not in contract valued up to \$100,000)	\$50,000	%

SCHEDULE OF EQUIPMENT AND OPERATOR RATES

1	3-Man Crew w/Pickup Truck		HR
2	5-Man Crew w/Pickup Truck		HR
3	Supervisor		HR
4	Foreman		HR
5	Welder		HR
6	Skilled Laborer		HR
7	Day Laborer (Unskilled)		HR
8	Gradall		HR
9	Skid Loader		HR
10	Rubber Tire backhoe/Loader		HR
11	Track backhoe		HR
12	Dump Truck		HR
13	Flatbed w/Tractor		HR
14	Flatbed		HR

15	Wellpoint System		HR	
16	Jet Pump		HR	
17	Hydraulic Submersible Pump		HR	
18	Welding machine		HR	
19	Portable Generator		HR	
20	Quick Cut Saw		HR	
21	Asphalt/Concrete Saw		HR	
22	Steel Wheel Roller		HR	
23	Plate Tamper		HR	
24	Dump Truck (15 - 20 CY)		HR	
25	Chain Saw/Debris Clearing Hand Equipment		HR	

a	Contractor's Representative(s)	
b	Telephone Number(s)	
c	Email Address(es)	

1. FDOT Standard Plans Index 102 - Temporary Traffic Control (TTC), formerly known as Maintenance of Traffic, must meet latest FDOT Standard Plans (FY 2023-24).
2. Mobilization is to be included in the unit pricing.
3. Where pay item Roadway Shoulder Treatment not specified, Asphalt pay item unit costs to include edge treatment to restore pre milled condition
4. Temporary striping to be included in thermoplastic unit prices and shall not be billed separately
5. Bid items labeled Small Quantity are for small-scaled projects where the mobilization and administration costs exceed normal multipliers for material and labor costs. These line items are intended to incentivize the bidder to respond to requests for proposals on small-scale projects. The remaining listed bid item quantities are an average quantity for a typical project scale under this contract. Bidders are to provide a bid for the average quantity as shown on the Bid Form. The Contractor is to account with their bid that some projects will have less item quantities than listed, others will have more.



1. Invitation to Bid Package

7 (8 Mandatory Requirement) - 7/7

1.1. Terms and Conditions

Group - 1 Questions - 1/1

- 1.1.1 Do you agree to the General Terms and Conditions that are applicable to all vendors, contractors, or individuals, who provide goods and/or services to the City of Palm Beach Gardens, Florida? (see attached)

By selecting "yes" you are agreeing to the General Terms and Conditions

By selecting "no" your response may be deemed non-responsive.

Yes/No response - Mandatory Requirement

- Yes

- No

MR missed

Flying Scot Inc:

- Yes

1.2. Invitation to Bid

Group - 1 Questions - 1/1

- 1.2.1 By selecting "yes" you are agreeing that you have read the required Invitation to Bid
By selecting "no" your response may be deemed non-responsive.

Yes/No response - Mandatory Requirement

- Yes

- No

MR missed

Flying Scot Inc:

- Yes

1.3. Required Affidavits and Forms

Group - 2 Questions - 2/2

1.3.1. **AFFIDAVITS AND FORMS**

All affidavits and forms attached below must be acknowledged and the Incorporation Affidavit must be re-uploaded after being completed by an official having legal authorization to contractually bind the Bidder. These affidavits and forms represent a binding commitment upon the Bidder to provide the goods or services offered to the City.

1. Notification of Public Entity Crimes Law
2. Notification of Public Records Law
3. Drug-Free Workplace
4. Conflict of Interest Disclosure
5. Non-Collusion Affidavit

By submitting an offer for this Invitation to Bid, the Bidder acknowledges to reading and accepting the provisions and requirements of the above forms as legally and contractually binding on the Bidder.

INCORPORATION AFFIDAVIT

The Incorporation Affidavit must be completed by an official having legal authorization to contractually bind the Bidder and be duly stamped and signed by a Notary Public and submitted with your bid.

Please read all forms attached and then download, fill out, and upload a signed and notarized **Incorporation Addidavit**, also found below.
Document upload - Mandatory Requirement

Flying Scot Inc:

[PBG itb 2024 160pc incorporation aff..\(604626\).pdf](#)

1.3.2. By selecting "Yes" the bidder acknowledges receipt of ALL addenda. Once selected, the bidder will be prompted to enter their name, date, and time. **This will serve as an electronic signature.** By selecting "No" your response will be disqualified.

Yes/No response - Mandatory Requirement

- **Yes** - triggers
- **No**
MR missed

Flying Scot Inc:

- **Yes**

Conditional question when answer is Yes:

Please enter your name, date, and time of day in the Fill-Out option below. This serves as a legally binding electronic signature.

BY SIGNING, THE PROPOSER AGREES TO ALL TERMS AND CONDITIONS OF THIS SOLICITATION AND THE RESULTING CONTRACT AND AGREEMENT.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL, FOR NOT LESS THAN 90 DAYS, AND THE PROPOSER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

Open text response - Mandatory Requirement

Flying Scot Inc:

Shawn Cunningham 06/04/2024 2pm

1.5.1. Electronic Signature

All references herein to signatures, signing requirements, or other required acknowledgments hereby include electronic signature by means of clicking the "Submit" button (or other similar symbol or process) attached to or logically associated with the response created by the respondent within the City's Platform. The Supplier agrees that the action of electronically submitting its response constitutes:

- an electronic signature on the response, generally,
- an electronic signature on any form or section specifically calling for a signature, and
- an affirmative agreement to any statement contained in the solicitation that requires a definite confirmation or acknowledgement.
- an affirmative acknowledgement that any employee submitting the response under the Suppliers account has been authorized to submit such a response.

BY SIGNING THIS DOCUMENT, THE PROPOSER AGREES TO ALL TERMS AND CONDITIONS OF THIS SOLICITATION AND THE RESULTING CONTRACT AND AGREEMENT. THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL, FOR NOT LESS THAN 90 DAYS, AND THE PROPOSER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS SOLICITATION. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS PROPOSAL.

Yes/No response - Mandatory Requirement

- **Yes** - triggers
- **No**
MR missed

Flying Scot Inc:

- Yes

Conditional question when answer is Yes:

Please enter your name, date, and time of day in the Fill-Out option below. This serves as a legally binding electronic signature.

Open text response - Mandatory Requirement

Flying Scot Inc:

Shawn Cunningham 06/04/2024 2pm

1.6. UPLOAD INFORMATION HERE

Group - 1 Questions - 1/1

1.6.1. PLEASE UPLOAD YOUR COMPLETED EXHIBIT B, PRICING SCHEDULE, AT THIS LOCATION.

THE PRICING SCHEDULE MUST BE IN EXCEL.

YOU SHOULD ALSO UPLOAD COPIES OF LICENSES, AND OTHER DOCUMENTS, ETC. AT THIS LOCATION.

Document upload

Flying Scot Inc:

[PBG ITB2024-160PS, Exhibit B, Prici..\(604627\).xlsx](#) [PBG itb2024 160ps bid posting\(604630\).pdf](#) [PBG itb2024 160ps insurance certific..\(604631\).pdf](#) [PBG itb2024 160ps bid\(604629\).pdf](#) [PBG itb2024 160ps addendum 1 2 and 3\(604628\).pdf](#) [PBG itb2024 160ps submittals a b and c\(604632\).pdf](#)

INCORPORATION AFFIDAVIT

Solicitation No.: ITB 2024-160PC

State of Florida }
County of Palm Beach } SS:

I, (print name) Shawn Cunningham acknowledge that I have legal authorization to contractually bind (name of company/firm) Flying Scot Inc.. I acknowledge that in responding to this Solicitation I have read and reviewed the following documents located at www.pbgl.com/purchasing:

1. Notification of Public Entity Crimes Law;
2. Notification of Public Records Law;
3. Drug-Free Workplace Provisions;
4. Conflict of Interest Disclosure; and
5. Non-Collusion Affidavit

I hereby swear or affirm that (name of company/firm) Flying Scot Inc. accepts all the requirements and regulations imposed by the above-referenced documents and that the above-referenced documents and all terms and conditions contained therein are incorporated into this response to the Solicitation.

I make this Affidavit under the penalty of perjury.

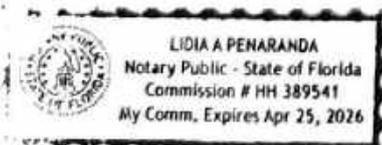
Signature: Shawn Cunningham
Firm Name: Flying Scot Inc.
Title: Vice President
Date: 6/3/24

Acknowledgment

The foregoing Affidavit was acknowledged before me by means of physical presence or online notarization this 3rd day of June of 2024 by Shawn Cunningham who is personally known to me or who has produced a Florida driver's license as identification.

[Notary Seal]

Signature: Lidia A. Penaranda





NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, *Florida Statutes*, for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted vendors list.

CITY OF PALM BEACH GARDENS

10500 N. Military Trail Palm Beach Gardens, FL 33410-4698
www.pbgfl.com



Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records Pursuant to Chapter 119, *Florida Statutes*

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Palm Beach Gardens in order to perform the service. Upon request from the City of Palm Beach Gardens' custodian of public records, Contractor shall provide the City of Palm Beach Gardens 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. Contractor shall 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. Upon completion of the contract, Contractor shall transfer, at no cost to the City of Palm Beach Gardens, all public records in possession of the Contractor or keep and maintain public records required by the City of Palm Beach Gardens in order to perform the service. If the Contractor transfers all public records to the City of Palm Beach Gardens upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Palm Beach Gardens, upon request from the City of Palm Beach Gardens' custodian of public records, in a format that is compatible with the information technology systems of the City of Palm Beach Gardens.

IF 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 OFFICE OF THE CITY CLERK LOCATED AT 10500 NORTH MILITARY TRAIL, PALM BEACH GARDENS, FLORIDA 33410, PHONE NUMBER (561) 799-4122, EMAIL ADDRESS: PSNIDER@PBGFL.COM.

CITY OF PALM BEACH GARDENS

10500 N. Military Trail Palm Beach Gardens, FL 33410-4698
www.pbgfl.com



DRUG-FREE WORKPLACE

The contractor/vendor certifies that it is a drug-free workplace and has a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

CITY OF PALM BEACH GARDENS

10500 N. Military Trail Palm Beach Gardens, FL 33410-4698
www.pbgfl.com



CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All vendors must disclose within their responses to the City of Palm Beach Gardens the name of any officer, director, or agent who is also an employee of the City of Palm Beach Gardens (hereinafter the "City").

Furthermore, all vendors must disclose the name of any City employee who owns, directly or indirectly, an interest of more than five percent (5%) in the vendor's firm or any of its branches.

The purpose of this disclosure is to give the City the information needed to identify potential conflicts of interest for evaluation by the team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please submit to the City all information on any potential conflict of interest related to provision of the goods or services requested in this Solicitation.

CITY OF PALM BEACH GARDENS

10500 N. Military Trail Palm Beach Gardens, FL 33410-4698
www.pbgfl.com



NON-COLLUSION AFFIDAVIT

The vendor swears and attests that it is fully informed respecting the preparation and contents of the attached Solicitation, and of all pertinent circumstances respecting the provision of the goods or services to the City of Palm Beach Gardens.

The offer or proposal being made is genuine and is not collusive or a sham.

Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other vendor, firm, or person to submit a collusive or sham offer or proposal in connection with the Solicitation and contract for which the response has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other vendor, firm, or person to fix the price or prices in the attached offer or proposal or any other vendor, or to fix any overhead, profit, or cost element of the price or the price of any other vendor, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

The price or prices quoted in the offer or proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the vendor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

CITY OF PALM BEACH GARDENS

10500 N. Military Trail Palm Beach Gardens, FL 33410-4698
www.pbgfl.com



CITY OF PALM BEACH GARDENS
PURCHASING DEPARTMENT
SOLICITATION ADDENDUM

Addendum No. 1

DATE: May 8, 2024

TO: All Potential Bidders
SOLICITATION NO.: ITB2024-160PS
TITLE: Miscellaneous Public Work Projects
DUE DATE: Friday, June 7, 2024 @ 3:00PM

This Addendum is and does become a part of the above-mentioned solicitation.

The following questions were received from a potential bidder and the responses are provided as shown below.

- Question 1: Is it necessary to bid [on] all the items?
Response: *You should only bid on the items your company provides.*
- Question 2: Will there be an allowance for documented material increases after 1 year?
Response: *There are no price adjustments allowed over the 3-year term of the contract.*
- Question 3: Will the city pay for performance and payment bonds if required?
Response: *Yes.*
- Question 4: On the schedule of equipment item #12 - What size dump truck?
Response: *18 Yard Dump Truck.*
- Question 5: Item #119 - How thick is the asphalt to be removed?
Response: *Price should be based on 1 inch thick.*

All other terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Km! Ra
CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM, PMP
Purchasing and Contracts Director

Shawn Cunningham V.P.
Shawn Cunningham *Phys. Lead*

(2)



CITY OF PALM BEACH GARDENS
PURCHASING DEPARTMENT
SOLICITATION ADDENDUM
Addendum No. 2

DATE: May 15, 2024

TO: All Potential Bidders
SOLICITATION NO.: ITB2024-160PS
TITLE: Miscellaneous Public Work Projects
DUE DATE: Friday, June 7, 2024 @ 3:00PM

This Addendum is and does become a part of the above-mentioned solicitation.

The following questions were received from a potential bidder and the responses are provided as shown below.

Question 1: Bid Item 70: F&I Type SIII Asphalt overlay 1". Shouldn't this item be incorporated into bid items 132 through 140?

Response: *No, please provide bid per line item as specified.*

Question 2: Bid Items 62 & 63: Swale regrading. Shouldn't this unit of measurement be SY? There is little to no excavation involved when regrading swales.

Response: *No, please provide bid per line item as specified.*

All other terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

Km! Ra

CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM, PMP
Purchasing and Contracts Director

Shawn Curry V.P. Physical Security
Shawn Curry



CITY OF PALM BEACH GARDENS

PURCHASING DEPARTMENT

SOLICITATION ADDENDUM

Addendum No. 3

DATE: May 29, 2024

TO: All Potential Bidders
SOLICITATION NO.: ITB2024-160PS
TITLE: Miscellaneous Public Work Projects
DUE DATE: Friday, June 7, 2024 @ 3:00PM

This Addendum is and does become a part of the above-mentioned solicitation.

The following question was received from a potential bidder and the response is provided as shown below.

Question: Are there bid tabulations from previous contract for this type of work?
Response: Yes. Please see attached.

All other terms, covenants and conditions of the subject solicitation and any addenda issued thereto shall apply, except to the extent herein amended.

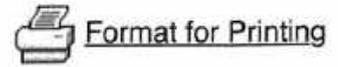
Kim! Ra
CPPO, CPPB, CPSM, C.P.M., CAP-OM, CPCP, FCCM, PMP
Purchasing and Contracts Director

Attachment

Shawn Ceryn
Shawn Ceryn
Purchasing Section

Item	Unit	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
GENERAL EXPENDITURES AND REVENUE																											
1	Admin. Serv. - Govt. Emp.	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
2	Admin. Serv. - Non-Govt. Emp.	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
3	Admin. Serv. - Equip. Maint.	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
4	Admin. Serv. - Fuel	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
5	Admin. Serv. - Repairs	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
6	Admin. Serv. - Travel	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
7	Admin. Serv. - Utilities	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
8	Admin. Serv. - Other	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
9	Admin. Serv. - Total	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
10	Capital Exp. - Equip. Acq.	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
11	Capital Exp. - Equip. Maint.	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
12	Capital Exp. - Equip. Repairs	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
13	Capital Exp. - Equip. Fuel	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
14	Capital Exp. - Equip. Repairs	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
15	Capital Exp. - Equip. Travel	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
16	Capital Exp. - Equip. Utilities	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
17	Capital Exp. - Equip. Other	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
18	Capital Exp. - Equip. Total	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
19	Debt Service - Int. Pay.	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
20	Debt Service - Pr. Pay.	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
21	Debt Service - Total	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
22	Other Revenue - Misc.	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
23	Other Revenue - Total	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
24	Total Revenue	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
25	Total Expenditures	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100	100
26	Surplus/Deficit	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

[Sign up](#) to receive a text message or email when new bids are added!



Bid Number:	ITB2024-160PS
Bid Title:	Miscellaneous Public Work Projects
Category:	Construction Services
Status:	Open

Description:

The City seeks to create a pool of contractors for miscellaneous public works projects, on an as-needed basis.

Publication Date/Time:

4/26/2024 8:00 AM

Publication Information:

See Merrell USA eProcurement Portal

Closing Date/Time:

6/7/2024 3:00 PM

Submittal Information:

Via eProcurement Portal (see details in ITB

Bid Opening Information:

Virtual Bid Opening

Pre-bid Meeting:

None

Contact Person:

Km! Ra
Purchasing & Contracts Director
kmra@pbgfl.com

Download Available:

Via Merrell USA

Plan Holders List:

See e-procurement portal.

Qualifications:

See ITB.

Related Documents:

- [ITB2024-160PS, Miscellaneous Public Work Projects](#)
- [ITB2024-160PS, Exhibit A - FEMA Mandatory Clauses](#)
- [ITB2024-160PS, Exhibit B, Pricing Schedule](#)
- [ITB2024-160PS, Addendum No. 1](#)
- [ITB2024-160PS, Addendum No. 2](#)
- [ITB2024-160PS, Addendum No. 3](#)
- [ITB2024-160PS, Addendum No. 3 - Attachment \(prev Bid Tabulation\)](#)

[Return To Main Bid Postings Page](#)

Government Websites by [CivicPlus®](#) 

[Select Language](#) ▼



City of Palm Beach Gardens
10500 North Military Trail, Palm Beach Gardens, FL 33410

PURCHASING DEPARTMENT

INVITATION TO BID

ITB2024-160PC
MISCELLANEOUS PUBLIC WORKS PROJECTS

DUE DATE AND TIME
FRIDAY, JUNE 7, 2024, @ 3:00PM (LOCAL TIME)

SECTION	TITLE	PAGE
	Legal Advertisement	2
1.	Special Terms and Conditions	3
2.	Statement of Work	20
3.	Pricing Schedule	23

INSTRUCTIONS

This Invitation to Bid is available on the Merrell USA e-procurement platform at <https://app.negometrix.com/buyer/3543> and the City's Purchasing webpage at www.pbgfl.com/purchasing. All addenda, changes, and any additional information will be released through these portals.

Bids must be submitted through the e-procurement platform identified above. Any packages delivered to City Hall in response to this solicitation will not be accepted or acknowledged.

The deadline for submission of bids is Friday, June 7, 2024, at 3:00 pm (local time). At that time, all responses will be downloaded from the e-procurement platform and publicly announced at a Virtual Bid Opening. The link for the Virtual Bid Opening can be found at www.pbgfl.com/purchasing.

It is the responsibility of the contractor to ensure all relevant information is included in its response. All contractors are advised to carefully examine the requirements of this Invitation to Bid. Any questions regarding the completeness or substance of the requirements shall be submitted in writing via the e-procurement platform.

This Invitation to Bid is subject to the City's General Terms and Conditions, which are available for review at www.pbgfl.com/purchasing. By submitting a bid to this Invitation to Bid, the contractor agrees to be bound by the City's General Terms and Conditions.



City of Palm Beach Gardens
10500 North Military Trail, Palm Beach Gardens, FL 33410

LEGAL ADVERTISEMENT

ITB2024-160PS
MISCELLANEOUS PUBLIC WORK PROJECTS

The City of Palm Beach Gardens, Florida, invites bids from qualified contractors who can provide construction services on an as-needed basis for certain categories of miscellaneous public work projects, in accordance with the terms, conditions and specifications of this Invitation to Bid. This Invitation to Bid is available on the Merrell USA electronic procurement platform at <https://app.merrell.com/buyer/3543>. The City will release all addenda, changes, and any additional information through this platform, and the City's Purchasing webpage at www.pbgfl.com/purchasing.

Bids must be submitted through the electronic procurement platform identified above. Any packages delivered to City Hall in response to this solicitation will not be accepted or acknowledged.

The deadline for submission of bids is Friday, June 7, 2024, at 3:00 pm (local time). At that time, all responses will be downloaded from the e-procurement platform and publicly announced at a Virtual Bid Opening. The link for the Virtual Bid Opening can be found at www.pbgfl.com/purchasing.

It is the responsibility of the contractor to ensure all relevant information is included in its response. All contractors are advised to carefully examine the requirements of this Invitation to Bid. Any questions regarding the completeness or substance of the requirements shall be submitted in writing via the e-procurement platform.

The City of Palm Beach Gardens reserves the right to accept or reject any or all bids, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such terms and conditions it deems will best serve the interests of the City.

CITY OF PALM BEACH GARDENS
Patricia Snider, CMC, City Clerk

Publish: Palm Beach Post
Friday, April 26, 2024

SECTION 1 SPECIAL TERMS AND CONDITIONS

1.1 PURPOSE

The purpose of this solicitation is to pre-qualify bidders for a contractor pool/vendor pool, and to establish unit prices and rates for miscellaneous public works and minor construction projects. This initial solicitation provides for the submission of documents and forms intended to verify that the bidder meets or exceeds the minimum criteria set forth in this solicitation. Bidders must also submit pricing and rates based on the format and schedule shown in the pricing section of this Invitation to Bid.

The Pricing Schedule must be submitted in Excel format.

All bidders who meet or exceed the criteria established in this solicitation shall be placed in a Pre-Qualification Vendor Pool to be accessed by City departments in order to perform miscellaneous public works and minor construction projects for the City of Palm Beach Gardens, Florida.

ANTICIPATED PROCUREMENT SCHEDULE

Event	Date
Invitation to Bid Advertised	Friday, April 26, 2024
Pre-Bid Conference and Site Visit	N/A
Due Date and Time for Bids	Friday, June 7, 2024 by 3:00PM
Evaluation Process Begins	June 2024
Evaluation Process Ends	July 2024
Award of Contract	August/September 2024

1.2 PRE-BID CONFERENCE AND SITE VISIT

Intentionally Omitted

1.3 TERM OF CONTRACT: THREE YEARS

The contract shall commence upon the date of the duly executed Agreement and shall remain in effect for three (3) years, and until such time as the public work projects acquired in conjunction with this Invitation to Bid, have been completed and accepted by the City.

1.4 OPTIONS TO RENEW

Intentionally Omitted

1.5 METHOD OF AWARD: PRIMARY AND SECONDARY CONTRACTORS PER ITEM – LOWEST PRICE

The City will award the contract to the two (2) responsive, responsible bidders who offer the lowest price on an item-by-item basis, as primary and secondary awardees.

While the method of award prescribes the method for determining the lowest responsive, responsible bidders, the City will award this contract to the bidder offering the lowest price as the primary contractor and will award to the bidder offering the second-lowest price as the secondary contractor respectively.

The primary contractor shall have the first responsibility for performing the work. If the primary contractor fails to perform the work the City may terminate the contractor from the contract and shall have the right to assign the work to the secondary contractor. The termination of the primary contractor may result in the secondary contractor being promoted to the role of primary

contractor at the City's sole determination and discretion. If the City promotes the secondary contractor to the role of primary contractor, the City may offer to award a contract to the bidder offering the third-lowest price as the new secondary contractor provided that bidder honors its original pricing.

If the primary and secondary contractors are unable to perform the work, the City may, at its sole discretion, request another vendor on the contract to perform the work.

Award to multiple bidders is made for the convenience of the City and does not exempt the primary contractor from fulfilling its contractual obligations. Failure of any contractor to perform in accordance with the terms and conditions of the contract may result in that contractor being deemed in breach of contract. The City may terminate the contract with that vendor for default and charge the vendor re-procurement costs, if applicable.

Notwithstanding the Method of Award, the City reserves the right to make subsequent job awards under this contract to either the primary or secondary contractor, on a project-by-project basis, based on the workload of each contractor and the time that contractor may take to complete the project.

MINIMUM REQUIREMENTS FOR AWARD

To be considered eligible for contract award the bidder must meet the following minimum requirements:

- Have no delinquent indebtedness to the City of Palm Beach Gardens or other federal, state, or municipal agencies.
- Be regularly and consistently engaged in providing the same or similar services to those requested in this solicitation.
- Have adequate financial resources, or the ability to obtain such resources as required during performance of the contract.
- Be able to comply with the required or proposed delivery or performance schedule.
- Have a satisfactory record of performance with the City or other public entities. Contractors who are or have been found deficient in current or recent contract performance (when the number of contracts and the extent of the deficiency of each is considered, in the absence of evidence to the contrary) shall be presumed unable to meet this requirement. Past unsatisfactory performance shall ordinarily be sufficient to justify a finding of non-responsibility.
- Bidders performing work for the City at the time responses to this solicitation are received may be deemed non-responsible and not considered for award of this solicitation should their current performance be rated as less than satisfactory by the City. Previous award of work does not guarantee future award. The bidder must perform satisfactorily and professionally on all City work undertaken.
- Have a satisfactory record of integrity and business ethics.

- Must possess all licenses and certifications required by the appropriate regulatory agencies for the contractor's area of expertise and for the work to be performed.
- Contractors must not have any previous findings of fault that subjected the contractor to penalties by regulatory agency; or be the subject of any current investigations where disposition is pending by a regulatory agency.
- Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

1.6 PRICING SHALL BE FIXED AND FIRM

The pricing submitted by the bidder shall remain fixed and firm during the contract term, and shall not be subject to any adjustments, except as may be provided elsewhere in the contract.

1.7 PRICE ADJUSTMENTS

Intentionally Omitted

1.8 DELIVERY REQUIREMENTS: COMPLETION OF WORK FROM DATE OF PURCHASE ORDER

For each public works or minor construction project under this contract, the contractor shall state in its offer at the time requested, the number of calendar days from the date of the purchase order in which it will guarantee to complete the work. Time for completion may be considered a factor in determining the contractor for a project, if so stipulated by the City at that time.

1.9 EXAMINATION OF CITY FACILITIES OR EQUIPMENT

Intentionally Omitted

1.10 LIQUIDATED DAMAGES

Prior to the performance of any work under this contract, the City may establish liquidated damages for a specific work project based on the unique factors and specifications of that project. The City will notify the contractor, in writing, if liquidated damages are to be assigned to a specific project, and the daily estimated amount of such damages.

Notwithstanding the requirements of this section, the City reserves the right to not establish liquidated damages for any of the projects performed under this contract, as the City determines in its best interests.

1.11 INSURANCE

If awarded a contract pursuant to this solicitation, the contractor shall not commence performance of any work until certification or proof of insurance has been received and approved by the City's Risk Coordinator or designee.

The required insurance coverage is to be issued by an insurance company authorized and licensed to do business in the State of Florida, with the minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provide that the City of Palm Beach Gardens shall be notified at least 30 days in advance of cancellation, non-renewal, or adverse change. The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein. All deductibles must be acceptable to the City of Palm Beach Gardens.

The contractor shall submit a current Certificate of Insurance, naming the City of Palm Beach Gardens as an additional insured and listed as such on the insurance certificate. It is the contractor's responsibility to provide to the City new certificates of insurance upon expiration of the current.

The contractor shall provide insurance coverage as follows, and shall carry:

- i. Workers' Compensation Insurance – as required by law.
- ii. Employer's Liability Insurance -
Bodily Injury by Accident \$1,000,000 Each Accident
Bodily Injury by Disease \$1,000,000 Policy Limit
Bodily Injury by Disease \$1,000,000 Each Employee
- iii. Contractor Pollution Liability Insurance - \$1,000,000 per claim.
- iv. Comprehensive General Liability Insurance - \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability.
 - a. Premises and/or Operations on an occurrence basis.
 - b. Independent contractors.
 - c. Products and/or Completed Operations Liability on an occurrence basis.
 - d. Explosion, Collapse, and Underground Coverages.
 - e. Broad Form Property Damage.
 - f. Broad Form Contractual Coverage applicable to this specific Agreement, including any hold harmless and/or indemnification agreement.
 - g. Personal Injury Coverage with Employees and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.
- v. Automobile Liability Insurance - for owned, non-owned and hired vehicles - \$1,000,000 per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability.
- vi. Contractors Pollution Legal Liability - hazardous and materials excavation in the amount of \$2,000,000 each occurrence. Coverage for claims against the City for damage to environmental conditions resulting from alleged or actual violations of Environmental Laws occurring in the course of performing contractor's services.

If no deductible for insurance is referenced above, the City reserves the right to require such deductibles which shall be determined by its Risk Management Coordinator, but not less than \$25,000 per claim.

1.12 CONSTRUCTION AND PERFORMANCE BOND

Prior to the performance of any work under this contract, the City may require a performance bond for such work based on the unique factors and specifications of each project. The City will notify the contractor, in writing, if a performance bond is required for a specific project, and the requirements shall be based on the following:

The contractor shall duly execute and deliver to the City a Performance Bond or Unconditional Irrevocable Letter of Credit in an amount equal to 110% of the total project price, payable to the City, as surety for faithful performance under the terms and conditions of the contract. The Performance Bond or Unconditional Irrevocable Letter of Credit shall be delivered to the City within fifteen (15) days of being requested, and prior to any commencement of work.

The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida, and having a resident agent. If a letter of credit is chosen, it must be in a form acceptable to the City, drawn on a bank acceptable to the City, and issued in favor of the City. Bonds may not be canceled, terminated, or revised unless the City has been provided with thirty (30) days' advanced written notice of such action by the surety. The surety must insert the registered agent to accept service of process in the State of Florida, directly on each bond document.

Acknowledgement and agreement are given by both parties that the performance bond or letter of credit amount is not intended to be or shall be deemed to be in the nature of liquidated damages, nor is it intended to limit the liability of the contractor to the City in the event of a material breach of the contract agreement by the contractor.

If the contractor fails to deliver the performance bond or irrevocable letter of credit within this specified time, including granted extensions, the City shall declare the contractor in default of the contractual terms and conditions, and the contractor shall be terminated from the contract, and the City shall not accept any offer from that contractor for a twelve-(12) month period following such default.

1.13 CERTIFICATIONS

Any bidder submitting an offer in response to this solicitation shall, at the time of such offer, hold a valid certificate of competency for the relevant trade to be performed issued by the State or County examining board qualifying the bidder to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a subcontractor(s), an applicable certificate of competency issued to the subcontractor(s) shall be submitted with the bidder's offer; provided, however, the City may at its option and in its best interest allow the bidder to supply the subcontractor(s) certificate to the City during the bid evaluation or work assignment period.

1.14 BID BOND

Intentionally Omitted

1.15 METHOD OF PAYMENT: INVOICE FOR COMPLETED WORK

Upon completion of a project, and inspection and acceptance of the work by the City, the contractor shall submit an invoice to the City for payment. The date of the invoice shall not exceed thirty (30) calendar days from the completion of the work. Under no circumstances shall the invoice be submitted to the City in advance of the delivery and acceptance of the work. The invoice shall contain the following basic information: the contractor's name and address, invoice number, date of invoice, description of the work performed and location of the project, the contract number, purchase order number, and any discounts.

On a project-by-project basis and based on the estimated completion time for a project, the City may, at its own discretion, agree to pay progress payments for work that has been reviewed, inspected, and accepted by the City Engineer or designee. Progress payments will only be made in such rare circumstances when the City determines that such payments are in its best interests.

All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218, *Florida Statutes*, upon presentation of a proper invoice by the contractor.

1.16 PERFORMANCE OF WORK

The contractor shall perform work in a professional manner and to the highest industry standards. The contractor shall at all times be cognizant of the need to abide and adhere to all applicable occupational safety and health rules and regulations. No section of the work may be performed by the contractor or a subcontractor of the contractor unless such person has the experience, equipment, knowledge, and resources to perform the work safely and properly. The City shall have the right, without penalty, to stop any task or aspect of work if the City believes, in its professional opinion, that the execution of the work is improper in any manner.

1.17 COMPLETION OF WORK FROM DATE OF PURCHASE ORDER/NOTICE TO PROCEED
Intentionally Omitted

1.18 CLEAN UP

The contractor shall remove all unusable materials and debris from the work areas at the end of each workday and dispose of them in an appropriate manner. Upon final completion, the contractor shall thoroughly clean up all areas where work has been involved as mutually agreed with the City's authorized representative.

Any items or products that are City-owned property shall be returned to the City unless those items have been deemed of no value to the City. If items or products have been deemed of no value, the contractor shall dispose of the items or products at no cost to the City.

1.19 WARRANTY REQUIREMENTS

In addition to all other warranties that may be supplied by the contractor, the contractor shall warrant its products and service against faulty labor or defective material, for a minimum period of one year from the date of substantial completion of the labor and materials by the City. This warranty requirement shall remain in force for the full period; regardless of whether the contractor is under contract with the City at the time of defect. Any payment by the City on behalf of the goods or services received from the contractor does not constitute a waiver of these warranty provisions.

1.20 ADDITIONAL FACILITIES OR LOCATIONS
Intentionally Omitted

1.21 HOURLY RATE

Any hourly rate quoted shall be deemed to provide full compensation to the contractor for labor, equipment use, travel time, and any other element of cost or price. This rate is assumed to be at straight time for all labor, except as otherwise noted.

1.22 RELEASE OF CLAIM REQUIRED

Pursuant Section 255.05, *Florida Statutes* all payments to the subcontractors shall be made by the contractor within ten (10) days of receipt of the payment from the City. Except for the first

payment, the contractor shall pay all its subcontractors and suppliers who have performed any work or supplied any materials for the work within ten (10) days after receipt of the payment by the contractor for monies due such subcontractors and suppliers because of a percentage of the work completed. The contractor shall provide the City with duly executed affidavits (subcontractor's statement of satisfaction) or releases of claim from all subcontractors and suppliers who have performed any work or supplied any materials for the project as of that date.

The affidavit or release shall certify that said subcontractors and suppliers have been paid their proportionate share of all previous payments to the contractor. In the event such affidavits cannot be furnished, the contractor may submit an executed consent of surety to requisition payment, identifying the subcontractors and suppliers with the amounts for which the statement of satisfaction cannot be furnished. If the contractor fails to provide a consent of surety to requisition payment, the amount in dispute will be withheld until either the statement of satisfaction is furnished, or the consent of surety to requisition payment is furnished.

1.23 PRE-CONSTRUCTION CONFERENCE

The contractor may be required to conduct a Pre-Construction Conference for City representatives prior to the start of any construction work contemplated under this solicitation. The location of this Pre-Construction Conference shall be mutually determined by the City and the contractor, but must be in south Florida. Any costs incurred by City officials in conjunction with the pre-construction conference will be borne by the City.

1.24 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED

As part of its bid submittal, the bidder shall identify any subcontractors that will be used in the performance of the proposed contract, their capabilities and experience, and the portion of the requirements to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility, and business standing shall be considered by the City when making the award in the best interest of the City. If the bidder fails to identify all subcontractors in its bid, the City may allow the bidder to submit this documentation during the evaluation or work assignment period if such an action is in the best interest of the City. The City shall have the right to deny use of a subcontractor(s) with or without cause.

1.25 RECORDS, ACCOUNTS, AND STATEMENTS

The contractor shall keep on its premises, or such other place approved by the City, current, true, accurate, and complete records and accounts of all services provided to the City, and shall give the City or City's representative access during reasonable business hours and upon five (5) business days' notice to examine and audit such records and accounts. Such records shall be maintained, as an independent certified public accountant would need to examine to certify a statement of the contractor's business with the City pursuant to generally accepted auditing standards.

1.26 COMPLIANCE AND CONDUCT

The contractor shall at all times comply with all rules, regulations, and ordinances of the City and other governmental agencies having jurisdiction. The contractor shall further take all precautions and extreme care to conduct its activities in a safe, professional, and prudent manner with respect to its agents, employees, members, visitors, and participants.

By accepting a contract pursuant to this solicitation, the contractor agrees to comply with the provisions of Section 448.095, Fla. Statutes, "Employment Eligibility." This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly

hired employees and requiring all subcontractors to provide an affidavit attesting that the subcontractor does not employ, contract with, or subcontract with, an alien unauthorized to work in the USA. Failure to comply will result in termination of this contract, or if a subcontractor knowingly violates the above-referenced statute, such subcontractor must be terminated immediately.

1.27 SUPERIORITY OF OTHER FORMS OR DOCUMENTS

If the City is required by the contractor to execute any other forms or documents in relation to the contract resulting from this solicitation, the terms, conditions, and requirements in this solicitation shall take precedence to any and all conflicting or modifying terms, conditions, or requirements of the contractor's forms or documents. Additionally, in the event of a conflict between the terms and conditions set forth in this solicitation document and any attachments or exhibits hereto, the terms and conditions set forth herein shall prevail. The contract documents shall have precedence in this order, the agreement, this solicitation, and then the vendor's response to this solicitation.

1.28 FAILURE TO DELIVER OR COMPLETE WORK

Should the contractor fail to deliver or complete the work on a timely basis, and within the schedule established by the City, it is hereby agreed and understood that the City reserves the authority to cancel the contract with the contractor and secure the services of another contractor to perform the work. If the City exercises this authority, the City shall be responsible for paying the contractor for any work that was completed and accepted in accordance with the contract specifications.

The City may, at its option, demand payment from the contractor, through an invoice or credit memo, for any additional costs over and beyond the original contract price, which were incurred by the City, as a result of having to secure the services of another contractor to complete the work.

1.29 PROTECTION

The contractor shall take all necessary precautions to protect the work area to avoid unnecessary noise, confusion, dust, or dirt, sedimentation, turbidity, erosion and protect the health and safety of occupants of buildings and surrounding work areas. When equipment and other items are removed during the performance of the work, it shall be the contractor's responsibility to check with appropriate City personnel to obtain the required approval before moving any equipment and/or other items.

1.30 DAMAGE AND INJURY

The contractor is responsible for any damage to equipment or property by its employees and subcontractors during the course of performing any work under this contract and shall repair or replace the damaged item to the satisfaction of the City. The contractor shall, at its own expense, replace and/or repair any damaged material such that the damaged materials are restored to their original condition.

1.31 SAFETY REQUIREMENTS

The contractor shall be solely and completely responsible for fully complying with all applicable federal, state, and local laws and regulations. No product shall be used in any manner inconsistent with its labeling. Protective clothing, equipment and devices shall, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

1.32 SAFETY AND PROTECTION

The contractor shall be solely and completely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all employees on the work site and other persons, including but not limited to, the general public who may be affected thereby. The contractor shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/traffic control equipment required to protect the public, surrounding areas, equipment, and vehicles. The safety of the public is of prime concern to the City, and all costs associated for ensuring such safety are the responsibility of the contractor.

The contractor shall at all times enforce strict discipline and good order among its employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to them. The contractor shall supervise and direct the work, using their best skill and attention.

The contractor shall be responsible to protect and preserve all buildings, structures, and utilities (whether such utilities are underground, above ground, or on the surface) that are in the general vicinity of the work site, from any damage that could foreseeably result from the work being performed by the contractor.

The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their operations at the work site.

1.33 PUNCH LIST

Pursuant to the provisions of Florida Statutes 218.735, the contractor shall coordinate with the City, upon substantial completion of any construction work, to develop a punch list of tasks needed to bring the project to final completion and acceptance. The contractor and City shall make good faith efforts to develop and agree on the final listing within the timeframes established in the statute.

1.34 CHANGES

The City may at any time, as the need arises, order changes within the scope of the work without invalidating the contract. If such changes increase or decrease the amount due under the contract, or the time required for performance of the work, an equitable adjustment shall be authorized by Change Order.

The City may, at any time, make changes to the details of the work. The contractor shall proceed with the performance of any changes in the work so ordered by the City, unless the contractor believes that such changes entitle him to a change in the contract price or time, or both, in which event he shall give the City immediate written notice thereof after the receipt of the ordered change. Thereafter, the contractor shall document the basis for the change in contract price or time within ten (10) calendar days. All changes resulting in a request for added time must be accompanied by a Time Impact Analysis.

Changes in the scope of work may be accomplished by change order, construction change directive, or field order. Any one of these documents shall be interpreted as further instructions from the City.

A change order shall be based upon an agreement between the City and the contractor; a construction change directive may or may not be agreed to by the contractor; a field order for a minor change in the work may be issued by the City.

Changes in the work shall be performed under applicable provisions of the contract documents, and the contractor shall proceed promptly, unless otherwise provided in the change order, construction change directive, or field order.

1.35 CHANGE ORDERS

A change order is a document prepared by the City and contractor, stating their agreement upon all of the following:

- a. change in the scope of work.
- b. the amount of the adjustment in the price to do the work, if any; and
- c. the extent of the adjustment in the time to complete the work, if any.

The issuance of a change order shall be full and final settlement for any issue or item addressed in the change order. No change order will be accepted or processed with any reservation of rights notations or clauses.

UNFORESEEN MATERIAL COSTS ADJUSTMENT REQUESTS

The City may consider material costs adjustment requests due to unforeseen market conditions (increases or decreases) at its sole discretion.

Labor adjustments will not be accepted.

The following items are required for consideration of material costs adjustments:

1. Original material price quote containing the date (must be after bid release date and prior to bid submission), project title, bid number, quantity, and unit price.
2. New material price quote containing the date, project title, bid number, quantity, and unit price.
3. Documentation from the supplier or an independent source confirming the price change for the specified product.
4. Signed and notarized statement from the supplier confirming that the original pricing was used to bid on the project.
5. Signed and notarized statement from the contractor that the original pricing was used to bid on the project.

For material costs adjustments initiated by the City, the City reserves the right to rely on independent commodity pricing and/or information from other suppliers or an accepted public source. In such cases, the contractor shall provide any pricing information received from its supplier to the City for review.

1.36 CONSTRUCTION CHANGE DIRECTIVES

A construction change directive is a written order prepared and signed by the City directing a change in the work and stating a proposed basis for adjustment, if any, in the price of the work or completion time, or both. The City may by issuing a construction change directive, without invalidating the contract, order changes in the work within the general scope of the contract consisting of additions, deletions or other revisions, the cost to perform the work, and completion time being adjusted accordingly if affected by the change.

A construction change directive will be used in the absence of agreement on the terms of a change order.

If the construction change directive provides for an adjustment to the contract price, the adjustment shall be based on one of the following methods and precedence:

- a. unit prices stated in the bid.
- b. unit prices agreed upon through previous amendments to the contract.
- c. by mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation by the City; or
- d. by actual cost, to be determined in a manner agreed upon by the contractor and the City, and including a mutually acceptable fixed or percentage fee (if any).

Upon receipt of a construction change directive, the contractor shall promptly proceed with the change in the work involved and shall immediately advise the City of the contractor's disagreement with the method, if any, provided in the construction change directive for determining the proposed adjustment in the price or completion time.

If the contractor does not respond promptly or disagrees with the method for adjustment in the contract price, the method and the adjustment shall be determined by the City on the basis of reasonable expenditures and savings of those performing the work attributable to the change, including, in case of an increase in the contract price, a reasonable allowance for overhead and profit. In such case, the contractor shall keep and present, in such form as the City may prescribe, an itemized accounting together with appropriate supporting data.

Unless otherwise provided in the contract documents, costs along with detailed documentation for any changes shall be limited to the following:

- a. costs of labor directly related to the change being requested, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers or workmen's compensation insurance.
- b. costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed.
- c. rental costs of machinery and equipment, exclusive of hand tools, whether rented from the contractor or others.

- d. costs of premiums for all bonds and insurance. Proof of change and additional premium (not to exceed 2% for the performance bond) by the issuing bonding and insurance companies must be provided.
- e. permit fees, and sales, use or similar taxes related to the work; and
- f. the contractor may add 12.5% (for overhead and profit) to the cost for work performed by his own forces, and 5% (for overhead and profit) to the cost for work performed by subcontractors. The subcontractor may add 10% (for overhead and profit) to the cost for work performed by his own forces.

Overhead shall include the following: superintendent wages, project manager wages, supervision, wages of timekeepers, watchmen, clerks and administrative staff, small tools, incidentals, general office expense, travel time, fringe benefits and workers' or workman's compensation insurance for same, and all other expenses not included in the direct cost.

When the City and the contractor agree with the adjustments in the contract price and contract time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate change order.

Prior to the final determination of cost to the City and a completely executed change order, amounts not in dispute may be included in applications for payment.

1.37 MINOR CHANGES IN THE WORK

The City shall have authority to order minor changes in the work consistent with the intent of the contract and/or scope of the project. Such changes shall be effected by the issuance of a field order and shall be binding on the City and contractor. The contractor shall carry out such written orders promptly.

1.38 PERMITS AND FEES

The contractor shall apply for and pay for all required permits and fees for work projects under this contract, including those for the City, County, State, or any applicable regulatory authority. The City will waive all permit fees payable to the City, but the proposer must complete and submit the permit applications.

The City's Master Fees and Charges Schedule is available at <https://www.pbgfl.com/DocumentCenter/View/27>, for review. By submitting a bid in response to this solicitation, the contractor acknowledges and agrees that the City has provided all the information it has on all applicable permits and fees for work to be performed under this contract.

1.39 ACCESS AND AUDIT OF RECORDS

The City reserves the right to require the contractor to submit to an audit by an auditor of the City's choosing. Subject to reasonable advance notice, the contractor shall provide, at its place of business during regular business hours, access to all of its records that relate directly or indirectly to this contract. The contractor shall retain all records pertaining to this contract and upon request make them available to the City for five (5) years following expiration of the contract. The

contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

1.40 OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed City programs, contracts, transactions, accounts, and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The IG may, on a random basis, perform audits on any City contracts or agreements.

1.41 LICENSES, PERMITS AND FEES

The contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to work performed under this contract. Damages, penalties, and/or fines imposed on the City or the contractor for the contractor's failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the contractor.

1.42 FORCE MAJEURE

The City and the contractor are excused from the performance of their respective obligations under this contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.
- b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.
- c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure; and
- d. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused for a period in excess of two months, provided that in extenuating circumstances the City may excuse performance for a longer term. The economic hardship of the contractor shall not constitute force majeure. The completion time for an affected work project shall be extended by a period equal to that during which either party's performance is suspended under this section.

1.43 PUBLIC RECORDS

Pursuant to Chapter 119, *Florida Statutes*, the contractor shall comply with the public records law by keeping and maintaining public records required by the City of Palm Beach Gardens in order to perform the service. Upon request from the City's custodian of public records, the contractor shall provide the City 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 schedules provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law. The contractor shall 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. Upon completion of the contract, the contractor shall transfer, at no cost to the City, all public records in possession of the contractor or keep and maintain public records required by the City of Palm Beach Gardens in order to perform the service. If the contractor transfers all public records to the City upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Palm Beach Gardens, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City of Palm Beach Gardens.

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 THE OFFICE OF THE CITY CLERK LOCATED AT 10500 NORTH MILITARY TRAIL, PALM BEACH GARDENS, FLORIDA 33410, PHONE NUMBER (561) 799-4122, EMAIL ADDRESS: PSNIDER@PBGFL.COM.

1.44 OWNER DIRECT PURCHASES

For each project, the City reserves the right to require the contractor to assign some or all of its subcontracts or other agreements with material, including equipment, and suppliers directly to the City. Any materials purchased by the City pursuant to such an assignment of a material supply subcontract or agreement shall be referred to as "Owner Direct Purchases" (ODP) and the responsibilities of both the City and the contractor relating to such ODP shall be governed by the terms and conditions of this clause, which shall take precedence over other conditions and terms of the contract where inconsistencies or conflicts exist.

Material suppliers shall be selected by the contractor using competitive bidding/proposals. Supply contracts shall be awarded by the contractor to the supplier whose bid/proposal is most advantageous to the City, price and other factors considered. The contractor shall include the price for all construction materials in its bid for each project. The bid pricing shall also include all Florida State sales and other taxes normally applicable to such material and equipment.

The City may consider purchasing any item of work or material but does not expect to issue purchase orders for less than \$5,000. The City's purchasing of selected construction materials will be administered on a deductive Change Order basis, and the amount for the work or materials will be deducted from the main purchase order that was issued to the contractor.

For each project, the contractor shall include the names of the subcontractors for the project in its initial proposal to the City. The contractor shall also include the area of work to be performed by the subcontractors, as well as a description of the materials to be supplied, estimated quantities, and prices.

Upon request from the City, and in a timely manner, the contractor shall prepare a purchasing request form that shall, in form and detail acceptable to the City, specifically identify the materials which the City may, in its discretion, elect to purchase directly. The purchasing request form shall include: a. the name, address, telephone number and contact person for the material supplier; b. manufacturer or brand, model or specification number of the item; c. quantity needed as estimated by the contractor; d. the price quoted by the supplier for the materials identified therein; e. any sales tax associated with such quote; f. delivery dates as established by the contractor; g. any reduction in the contractor's cost for any Payment Bond and/or Performance Bond; h. shipping, handling and insurance costs; i. detail concerning bonds or letters of credit provided by the supplier if included in their proposal; and j. any special terms and conditions that have been negotiated with the supplier relative to payment terms, discounts, rebates, warranty, credits or other terms and conditions which will revert to the City. The contractor shall include copies of vendors' quotations and specifically reference any terms and conditions, which have been negotiated with the vendors concerning letters of credit, terms, discounts, or special payments.

After receipt of the purchasing request form, the City shall prepare a purchase order for all items of material, which the City chooses to purchase directly. The purchase order shall be sent to the vendor with a copy sent to the contractor. Pursuant to the purchase order, the vendor shall provide the required quantities of material at the price established in the vendor's quote to the contractor, excluding any sales tax associated with such price. The purchase order shall also require the delivery of the ODP on the delivery dates provided by the contractor in the purchasing request form.

In conjunction with the execution of the purchase orders by the suppliers, the contractor shall execute and deliver to the City one or more deductive Change Orders, referencing the full value of the ODP to be provided by the supplier from whom the City elected to purchase material directly, plus all sales taxes associated with such materials in the contractor's bid to the City, plus any savings to the contractor in the cost of any Payment and Performance Bonds associated with such ODP. To compensate the contractor for the warranty enforcement obligation the contractor's overhead and profit associated with ODP shall not be deducted from the contract.

The contractor shall be fully responsible for all matters relating to the procurement of materials furnished by and incorporated into the project in accordance with these terms and conditions including, but not limited to, assuring the correct quantities, placing the order in a timely manner, and assuring coordination of purchases, providing, and obtaining all warranties and guarantees required by the contract, inspection, and acceptance of the goods at the time of delivery. The contractor shall coordinate delivery schedules, sequence of delivery, loading orientation, and other arrangements normally required by the contractor for the particular materials furnished. The contractor shall provide all services required for the unloading, handling, and storage of materials through installation. The City assumes the risk of loss of building material through their incorporation into the installation.

As ODP are delivered to the jobsite, the contractor shall visually inspect all shipments from the suppliers, and sign off on the receiving reports for material delivered. The contractor shall assure that each delivery of ODP is accompanied by documentation adequate to identify the purchase order against which the purchase is made. This documentation may consist of a delivery ticket and an invoice from the supplier conforming to the purchase order together with such additional information as the City may require. The contractor shall then forward the receiving report to the City to match up with the invoice for payment.

The contractor shall ensure that ODP conform to the specifications and determine prior to incorporation into the project if such materials are patently defective, and whether such materials are identical to the materials ordered and match the description on the bill of lading. If the contractor discovers defective or non-conformities in ODP upon such visual inspection, the contractor shall not utilize such nonconforming or defective materials in the project and instead shall promptly notify the City of the defective or nonconforming condition so that repair or replacement of those materials can occur without any undue delay or interruption to the project. If the contractor fails to perform such inspection and otherwise incorporates into the work such defective or nonconforming ODP, the condition of which it either knew or should have known by performing an inspection, the contractor shall be responsible for all damages to the City resulting from the contractor's incorporation of such materials into the project, including liquidated or delay damages.

The contractor shall maintain records of all ODP it incorporates into the work from the stock of ODP in its possession. The contractor shall account monthly to the City for any ODP delivered into the contractor's possession, indicating portions of all such materials which have been incorporated into the work.

The contractor shall be responsible for obtaining and managing all warranties and guarantees for all materials and products as required by the contract. All repair, maintenance or damage-repair calls shall be forwarded to the contractor for resolution with the appropriate supplier, vendor, or subcontractor. Additionally, ODP items shall be warranted by the contractor as part of the contractor's warranty. The contractor agrees and understands that it shall undertake all warranty enforcement and other related duties of the City for its Owner Direct Purchase equipment and materials. To that end, the contractor expressly agrees it shall make no distinction in discharging such warranty duties between Owner Direct Purchase equipment and materials and equipment and materials otherwise supplied by the contractor.

Notwithstanding the transfer of ODP by the City to the contractor's possession, the City shall retain legal and equitable title to any and all ODP.

The transfer of possession of ODP from the City to the contractor shall constitute a bailment for the mutual benefit of the City and the contractor. The City shall be considered the bailor and the contractor the bailee of the ODP. ODP shall be considered returned to the City for purposes of their bailment at such time as they are incorporated into the project.

The City will purchase and maintain builders risk insurance sufficient to protect against any loss of or damage to ODP. Such insurance shall cover the full value of any ODP not yet incorporated into the project during the period between the time the City first takes title to any of such ODP and the time when the last of such is incorporated into the Project. The contractor shall purchase and maintain builders' risk, all risk, insurance based on the completed value of project, less the City's ODP values. The contractor must name the City of Palm Beach Gardens as additional insured on its policy.

The City shall not be liable for any interruption or delay in the project, for any defects or other problems with the project, or for any extra costs resulting from any delay in the delivery of, or defects in, ODP. The contractor's sole or exclusive remedy shall be an extension of the contract time for such reasonable time as determined by the City.

The contractor shall review invoices submitted by all suppliers of ODP delivered to the project sites and either concur or object to the City's issuance of payment to the suppliers, based upon the contractor's records of materials delivered to the site and any defects detected in such materials.

In order to arrange for the prompt payment to the supplier, prompt submittal of a copy of the applicable purchase order as receiving report, invoices, delivery tickets, written acceptance of the delivered items, and such other documentation as may be reasonably required by the City. Upon receipt of the appropriate documentation, the City shall prepare payment to the supplier based upon the data provided. This payment will be released and remitted directly to the supplier. The contractor agrees to assist the City to immediately obtain partial or final release of waivers as appropriate.

At the end of the project, the contractor will be provided with a deductive Change Order for the costs incurred by the City to provide all ODP not covered by previous change orders. Salvage materials shall be stored or removed from the site at the City's direction, or may be turned over to the contractor by the City for salvage or disposal at the contractor's option.

1.45 DEFAULT

In the event the contractor defaults in the performance of the contract, the City shall have the following options:

- i. The City will give the contractor written notice of default. If the default is not corrected within the time allowed in the notice, the City may terminate the contract by providing written notice.
- ii. The City shall be entitled to recover any and all claims for damages, at law or in equity, that may be due to the City from the contractor's default.
- iii. The City may perform such work as it deems necessary to cure the default or subsequent default and charge the contractor for the full cost of labor and materials expended, plus 30% of such costs for administrative overhead.

The acceptance of all or part of monies due for any period after a default shall not be deemed as a waiver of any of these options, or a waiver of the default or subsequent default of the same or any other term, covenant, and condition.

The City shall not be liable for any claim of damages for lost profit by the contractor should the City terminate the contract, whether such termination was with or without cause.

1.46 LEGAL AND PROPER APPLICATION OF PRODUCT

The contractor shall be solely and completely responsible for fully complying with all applicable regulations, federal, state, and local laws that may cover the use and application of any material or product used during the performance of work on this contract. No product shall be used in any manner inconsistent with its labeling. Protective clothing, equipment and devices shall, as a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for the products being used.

SECTION 2 STATEMENT OF WORK

2.1 PROJECT SCOPE

It is the intent of the City to contract with multiple vendors to provide miscellaneous public works and minor construction services, as required, on a task-by-task/project-by-project basis for repairs, replacements, and/or installations of municipal infrastructure, which may include, but not be limited to, pavement repair/replacement, stormwater improvements, sidewalks, curbs, driveways, and similar work, based on unit priced bids submitted as part of this Invitation to Bid.

Bids will be accepted for all or part of the list of bid items.

There is no guarantee of work.

2.2 COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT

The contractor certifies that all equipment and materials used for work performed under this Invitation to Bid shall conform to all applicable O.S.H.A. requirements. The contractor further certifies that if any equipment or materials delivered are subsequently found to be deficient in any O.S.H.A. requirements in effect on date of delivery, all costs necessary to bring the equipment and materials into compliance with the aforementioned requirements shall be borne by the contractor.

2.3 MATERIALS

All materials supplied by the contractor under the provisions of the contract shall be new materials of the kind and character required to properly perform the work. Defective equipment or material damaged in the course of installation or tests shall be replaced or repaired in a manner satisfactory to the City. All materials and equipment to be furnished under this solicitation shall be the standard product of a manufacturer regularly engaged in the production of such material and shall be the manufacturer's current standard design.

2.4 CONTRACTOR'S REPRESENTATIVE

Bidders shall provide the name, address, and phone number of the person(s) to be contacted for the placement of an order and the coordination of work projects. A contact for regular work hours and after-hours, weekends, and holidays should be submitted with the bid.

2.5 STATEMENTS OF WORK

For each subsequent project under this contract, the City will provide the contractor with a written and complete Statement of Work specific to that project. If available, drawings and other documentation will be provided to assist the contractor with properly estimating reasonable costs to perform the work, based on the prices and rates established in the contract.

2.6 FOUNDATION NOTES

- a. All footing excavations shall be clean and free of debris, standing water and loose soil prior to placement of concrete.
- b. All footing excavations shall be inspected and approved by the City prior to placement of concrete.
- c. The contractor shall familiarize itself with the scope of the work and soil and water conditions before proceeding with the work.

- d. All fill material shall be approved for use in advance of placement by the City. No fill shall be placed over frozen, muddy, or other deleterious material. No fill may be placed over a previous lift that has not been adequately compacted and accepted by the City.
- e. It is the contractor's responsibility to ensure the stability of all structures during construction.

2.7 PROTECT ADJACENT AREAS

The contractor shall install and maintain dust and noise barriers to keep dirt, dust, and noise from being transmitted to adjacent areas. The contractor will be required to provide fencing, windscreen, safety, and wayfinding signage as approved by the City. The contractor shall remove protection and barriers after the construction work is completed.

2.8 TESTING

The expense of all initial tests and test reports shall be borne by the City. Any costs associated with re-testing due to failed tests shall be borne by the contractor.

2.9 PROTECT EXISTING STRUCTURES

The contractor shall protect all areas to remain and existing structures, utilities, sidewalks, pavements, and other facilities from damage by settlement, lateral movement, undermining, washout, and other hazards created by any excavation operations.

2.10 EXISTING UTILITIES

The contractor shall locate existing underground utilities in excavation areas. If utilities are indicated to remain, the contractor shall support and protect services during excavation operations.

When uncharted or incorrectly charted utilities are discovered, the contractor shall contact the utility immediately for instructions. The contractor shall provide temporary utility services to the affected areas. The contractor must provide a minimum of 48 hours' notice to the City prior to utility interruption.

2.11 WORKMANSHIP AND INSPECTIONS

All work under this contract shall be performed in a skillful and efficient manner, and the work executed to the highest industry standards. The contractor and its employees shall be professional and courteous at all times. The City may, in writing, require the contractor to remove any employee from work for a reasonable cause, as determined by the City. Further, the City will, from time to time, make inspections of the work performed under the contract. An inspection by the City does not relieve the contractor of the responsibility for meeting the work requirements.

2.12 RETAINAGE

To ensure faithful performance of the contract, and as allowed by Florida Statutes, the City may retain 5% of the earned sum, when payment is due, until 100% of the project is completed. The amounts withheld may be included in the final payment. Any subcontract that provides for similar progress payments shall be subject to the same limitations. However, all subcontracts and material suppliers must be paid in full prior to the City making final payment to the contractor.

2.16 CORRECTION OF DEFECTS

For a period of one year from the date of completion of the work, the contractor is required, at its expense, to correct any work element that is found not to be in conformance with the work

requirements or due to faulty materials or installation which may occur. The contractor shall, at no expense to the City, replace any defective materials during the period of guarantee. The contractor shall correct such work within five (5) working days after written notice from the City.

2.17 TIME EXTENSIONS FOR WEATHER

The work time/project completion time will not be extended due to inclement weather conditions that are normal to the general locality of the work site. The contractor must include in its proposed completion schedule an allowance for workdays (based on a 5-day workweek) which, according to historical data, may not be suitable for construction work.

2.18 WORK AFTER-HOURS, ON WEEKENDS, AND HOLIDAYS

The City, at its discretion, may allow the contractor to perform work after normal business hours, on weekends, and on City holidays. The City and contractor shall work together in good faith to finalize a reasonable schedule that allows the work to be performed expeditiously with the least amount of disruption as possible.

2.19 COMPLETION OF WORK AND DELIVERY

All work shall be performed, and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the contractor, except in such cases where the completion date is delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the contractor. In such cases, the contractor shall notify the City of the delays in advance of the original completion date, so that a revised delivery schedule can be appropriately considered by the City.

2.20 FAILURE TO DELIVER OR COMPLETE WORK

In addition to any provisions for liquidated damages, should the contractor fail to deliver or complete the work within the time stated in the purchase order, it is hereby agreed and understood that the City reserves the right to cancel the purchase order and secure the services of another contractor to complete the work. If the City exercises this right, the City shall be responsible for paying the contractor only for work which was completed, and items delivered and accepted by the City in accordance with the work specifications. The City may, at its option, demand payment from the contractor, through an invoice or credit memo, for any additional costs over and beyond the original work price which were incurred by the City as a result of having to secure the services of another contractor.

2.21 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property by the contractor. All persons performing services or delivering goods under this contract shall conform to all relevant OSHA, State and City regulations during the course of such an effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the contractor. Barricades shall be provided by the contractor when work is performed in areas traversed by persons, or when deemed necessary by the City.

2.22 OMISSIONS IN SPECIFICATIONS

The statement of work or description of items contained in the purchase order describes the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the contractor from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

SECTION 3 PRICING SCHEDULE

3.1 PRICES AND RATES

Bidders must complete the online Pricing Schedule (attached here in detail as Exhibit B, Pricing Schedule) in the electronic bidding portal.

If the Pricing Schedule is submitted as an uploaded PDF, the City reserves the right to deem the bidder non-responsive. The Pricing Schedule must be in the Excel format in the online procurement portal.

3.2 REQUIRED SUBMITTALS

Please upload all other information as PDFs.

- a. Subcontractor listing/information, if applicable.
- b. Copies of certifications/licenses.
- c. Complete, sign, and submit the supplemental FEMA clauses.

3.3 EXHIBITS

The following exhibits are attached and incorporated into this solicitation. The bidder must complete and submit these forms to the City to be considered for evaluation and award under this solicitation.

- a. Exhibit A – FEMA Mandatory Supplemental Clauses
- b. Exhibit B – Pricing Schedule



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/03/2023

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

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

PRODUCER Pettineo Insurance Agency, Inc 2428 E Commercial Blvd Fort Lauderdale FL 33308		CONTACT NAME: Customer Service PHONE (A/C, No, Ext): 954-493-9424 E-MAIL ADDRESS: coi@pettineo.com FAX (A/C, No): 9544939424	
INSURED Flying Scot, Inc. DBA Dunworth Construction Inc 11924 W Forest Hill Blvd Suite 10-A 386 Wellington FL 33414		INSURER(S) AFFORDING COVERAGE INSURER A: Mercury Indemnity Company of America NAIC # 11201 INSURER B: ICW INSURER C: Mesa Underwriters Specialty Ins Co 09027 INSURER D: Mesa Underwriters Specialty Ins Co 09027 INSURER E: Navigators Insurance Company 42307 INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	MP000902710005001	11/28/2023	11/28/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BA090000014500	08/26/2023	08/26/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		MX0083001000682	11/28/2023	11/28/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	FLWC410816	02/25/2024	02/25/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000
E	POLLUTION		CH23ECP00117NC	08/26/2023	08/26/2024	LIMIT: \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 City of Palm Beach Gardens is listed as additional insured

CERTIFICATE HOLDER

City of Palm Beach Gardens
 10500 North Military Trail,

 PALM BEACH GARDENS FL 33410

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Frank Pettineo Jr

© 1988-2015 ACORD CORPORATION. All rights reserved.

Submittal A:

Subcontractor listing/information:

N/A NO subcontractors

Submittal B:

Copies of Certifications/licenses:

Palm Beach LBTR
GC license



ANNE M. GANNON
 CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
 www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
 11924 W FOREST HILL BLVD STE 10A38
 WELLINGTON, FL 33414

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	ZAPETIS MICHAEL E Jr	CGC1531320	B23.732521 09/19/2023	\$27.50	B40153859

This document is valid only when received by the Tax Collector's Office.



4
7-1507

FLYING SCOT INC
 FLYING SCOT INC
 11924 FOREST HILL BLVD STE 10A386
 WELLINGTON FL 33414-6256



STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2017100739
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

ZAPETIS, MICHAEL E JR

FLYING SCOT INC
11924 W FORESTHILL BLVD ST 10A-386
WELLINGTON FL 33414

LICENSE NUMBER: CGC1531320

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.





City of Palm Beach Gardens
10500 North Military Trail, Palm Beach Gardens, FL 33410

PURCHASING DEPARTMENT

**ITB2024-160PS
MISCELLANEOUS PUBLIC WORK PROJECTS**

EXHIBIT A

**FEMA
MANDATORY SUPPLEMENTAL CLAUSES**

1. **FEMA GUIDELINES**
All work performed under the contract resultant from this solicitation shall be in compliance with the rules, regulations, and guidelines of the Federal Emergency Management Agency, as applicable. The Contractor must comply with the terms and conditions of the FEMA supplemental clauses which are attached to and incorporated into this solicitation.
2. **USE OF CONTRACT**
Although this contract is intended to primarily support the City's operations during non-emergency events, the City reserves the right to obtain relevant goods or services from the contractors, subject to the existing terms and conditions, for use during hurricane and disaster events or emergencies.
3. **REQUIRED CLAUSES FROM FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)**
The Federal Emergency Management Agency (FEMA) requires that the following terms and conditions be incorporated into this contract.

The contractor acknowledges and agrees to adhere to the specific requirements of these clauses.

A. **DEFINITIONS**

- (1) **Federally Assisted Construction Contract.** The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as "any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work."
- (2) **Construction Work.** The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as "the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction."

B. **ANTI DISCRIMINATION**

During the performance of this contract, the contractor agrees as follows:

1. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The

contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. The contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contractor office, advising the labor union or workers' representatives of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government Contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order

11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor shall include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontract contractor. The contractor shall take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor contractor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

C. COMPLIANCE COPELAND ANTI-KICKBACK ACT

- (1) The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.
- (2) Subcontracts. The contractor or subcontractor shall insert in any subcontract the clause above and such other clauses as FEMA may require, and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor lower tier subcontractor with all of these Contract clauses.
- (3) Breach. A breach of the Contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

D. WORK HOURS AND SAFETY STANDARDS ACT

Compliance with Work Hours and Safety Standards Act.

- (1) Overtime requirements. No contractor or subcontractor for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each

individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- (3) Withholding for unpaid wages and liquidated damages. The City of Palm Beach Gardens shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime subcontractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontractors. The contractor or subcontractor shall insert in any subcontract the clauses set forth in paragraph (1) through (4) of this section and a clause requiring the subcontractor to include these clauses in any lower tier subcontractors. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

E. CLEAN AIR ACT

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the City of Palm Beach Gardens and understands and agrees that the City of Palm Beach Gardens will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

F. FEDERAL WATER POLLUTION CONTROL ACT

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- (2) The contractor agrees to report each violation to the City of Palm Beach Gardens and understands and agrees that the City of Palm Beach Gardens will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The contractor agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA.

G. SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the contractor is required to verify that none of the subcontractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction into which it enters.
- (3) This certification is a material representation of fact relied upon by the City of Palm Beach Gardens. If it is later determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City of Palm Beach Gardens, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The contractor or contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

H. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

The contractor must review and agree to the Certification Regarding Lobbying.

I. PROCUREMENT OF RECOVERED MATERIALS

- (1) In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired-
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule.

- (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- (2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>.

J. ACCESS TO RECORDS

The following access to records requirements applies to this Contract:

- (1) The contractor agrees to provide the City of Palm Beach Gardens, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- (2) The contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- (3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

K. DISASTER RESPONSE SERVICES (DRS) SEAL, LOGO, AND FLAGS

The contractor shall not use the DRS seal(s), logos, crests, or reproductions of flags or likenesses of DRS agency officials without specific FEMA pre-approval.

L. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor shall comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

M. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

N. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

By signing this document, the contractor certifies that it satisfies all legal requirements as an entity to do business with the City of Palm Beach Gardens, including all Conflict of Interest and Code of Ethics provisions, and to be bound by the terms and conditions of the FEMA Supplemental Clauses.

Contractor's Name:

Flying Scot Inc.

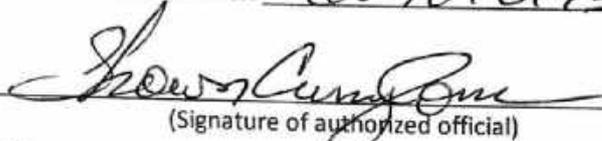
Contractor's Principal Address:

11924 W Forest Hill Blvd 10A-386 Wellington
Account 33414

Primary Telephone Number: 561 723 5812

Email Address: Shawn@FlyingScotInc.com

Federal Employer Identification Number: 105-1070173

Signature: 
(Signature of authorized official)

Print Name: Shawn Cunningham

Title: Vice President

Date: 5/31/2024

2. Pricing Schedule

2 (1 Mandatory Requirement) - 2/2



2.1. **The Pricing Schedule is available as Exhibit B under Attachments.**

Please fill out your best offer in the attached Exhibit B, Pricing Schedule and upload it as part of your bid submittal.

Price - Mandatory Requirement

Flying Scot Inc:

- \$ 1.00

2.2. Pricing Schedule is attached as Exhibit B, Pricing Schedule

Product list - 2 rows

Flying Scot Inc:

Description

PLEASE COMPLETE AND UPLOAD EXHIBIT B, PRICING SCHEDULE.

Enter \$1 under C: Price above. Your actual bid pricing should be in Exhibit B, Pricing Schedule.

Quantity	Price	Total	
	1	\$1.00	\$1.00
		\$1.00	\$0.00
			\$1.00

EXHIBIT "B"

City of Fresno Public Works
Department of Public Works
Public Works Department
1000 Fresno Street, Fresno, CA 93721
Phone: (559) 438-2000
Fax: (559) 438-2000



Table with columns: Item No., Description, Unit, Quantity, Unit Price, Total Price, and various other columns. The table lists numerous items and their associated costs, organized into sections like 'General Services', 'Construction', and 'Materials'.

Certificate Of Completion

Envelope Id: 25431B58F45141A287C2F460D49901FC
Subject: Complete with DocuSign: City of PBG, ITB2024-160PS (B), Flying Scot.pdf
Source Envelope:
Document Pages: 10 Signatures: 1
Certificate Pages: 4 Initials: 0
AutoNav: Enabled
Envelope Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Status: Completed

Envelope Originator:
Caryl Lapidus
10500 N Military Trail
Purchasing Department
Palm Beach Gardens, FL 33410
clapidus@pbgfl.com
IP Address: 151.132.106.163

Record Tracking

Status: Original
7/5/2024 11:55:44 AM

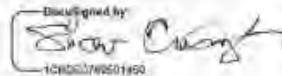
Holder: Caryl Lapidus
clapidus@pbgfl.com

Location: DocuSign

Signer Events

Shawn Edward Cunningham
Shawn@flyingscotinc.com
President
Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Drawn on Device
Using IP Address: 184.96.52.15
Signed using mobile

Timestamp

Sent: 7/5/2024 11:57:11 AM
Viewed: 7/5/2024 12:02:51 PM
Signed: 7/5/2024 12:04:29 PM

Electronic Record and Signature Disclosure:
Accepted: 7/5/2024 12:02:51 PM
ID: 7fa7be78-01a6-4eb5-8924-abdee389abac
Company Name: City of Palm Beach Gardens, FL

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent Hashed/Encrypted
Certified Delivered Security Checked
Signing Complete Security Checked
Completed Security Checked

7/5/2024 11:57:11 AM
7/5/2024 12:02:51 PM
7/5/2024 12:04:29 PM
7/5/2024 12:04:29 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, City of Palm Beach Gardens, FL (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact City of Palm Beach Gardens, FL:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: kmra@pbgfl.com

To advise City of Palm Beach Gardens, FL of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at kmra@pbgfl.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from City of Palm Beach Gardens, FL

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to kmra@pbgfl.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with City of Palm Beach Gardens, FL

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to kmra@pbgfl.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify City of Palm Beach Gardens, FL as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by City of Palm Beach Gardens, FL during the course of your relationship with City of Palm Beach Gardens, FL.