



VILLAGE OF NORTH PALM BEACH REGULAR SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, JUNE 27, 2024
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

INVOCATION - MAYOR

PLEDGE OF ALLEGIANCE - VICE MAYOR

ADDITIONS, DELETIONS, AND MODIFICATIONS TO THE AGENDA

AWARDS AND RECOGNITION

1. Proclamation – National Parks and Recreation Month

APPROVAL OF MINUTES

2. Minutes of the Regular Session held June 13, 2024

COUNCIL BUSINESS MATTERS

STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

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

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

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

CONSENT AGENDA

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

3. **MOTION** – Accepting the ranking by the Selection Committee for the Bridge Design Consultant for the Lighthouse Drive Bridge Replacement Project and authorizing Village Staff to commence negotiation of an Agreement.
4. Receive for file Minutes of the Environmental Committee meeting held 5/6/24.
5. Receive for file Minutes of the Golf Advisory Board meeting held 5/13/24.
6. Receive for file Minutes of the Recreation Advisory Board meeting held 5/14/24.

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

7. **PUBLIC HEARING AND 2ND READING OF ORDINANCE 2024-08 – CODE AMENDMENT – SMOKING PROHIBITED** Consider a motion to adopt and enact on second reading Ordinance 2024-08 amending Article I, "In General," of Chapter 20, "Parks, Playgrounds and Recreation," of the Village Code of Ordinances to adopt a new Section 20-12, "Smoking Prohibited."
8. **1ST READING OF ORDINANCE 2024-09 – CODE AMENDMENT – COUNCIL COMPENSATION** Consider a motion to adopt on first reading Ordinance 2024-09 amending Division 1 "Generally," of Article II, "Council," of Chapter 2, "Administration," of the Village Code or Ordinances by amending Section 2-16, "Compensation," to increase the compensation for the Mayor and members of the Village Council.

OTHER VILLAGE BUSINESS MATTERS

9. **RESOLUTION – REGULAR COUNCIL MEETINGS STARTING TIME** Consider a motion to adopt a resolution changing the starting time for Regular Village Council Meetings to 6:00 p.m.
10. **RESOLUTION – ATHLETIC FIELD TURF MAINTENANCE SERVICES CONTRACT** Consider a motion to adopt a resolution approving the proposal submitted by Florida ULS Operating LLC d/b/a Haverland Ag Innovations for Athletic Field Turf Maintenance Services at a total cost not to exceed \$222,708, and authorizing execution of the Contract.
11. **RESOLUTION – ANCHORAGE PARK RESTROOMS RENOVATION CONTRACT** Consider a motion to adopt a resolution accepting a proposal from Mueller Construction and Management Company d/b/a Mueller Construction Company for the renovation of the Anchorage Park restrooms at a total cost not to exceed \$82,190; and authorizing execution of the Contract.
12. **RESOLUTION – BUILDING DEPARTMENT SERVICES CONTRACTS** Consider a motion to approve a resolution accepting proposals from selected firms to provide Building Department Services to the Village on an as needed basis; and authorizing the Village Manager to execute Contracts with the selected firms.

COUNCIL AND ADMINISTRATION MATTERS

13. **MOTION** – Designating a voting delegate for the Florida League of Cities Conference

MAYOR AND COUNCIL MATTERS/REPORTS

VILLAGE MANAGER MATTERS/REPORTS

14. **DISCUSSION** – Business Advisory Board

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

ADJOURNMENT

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

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

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



***DRAFT* MINUTES OF THE REGULAR SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
JUNE 13, 2024**

Present:

Susan Bickel, Mayor
Deborah Searcy, Vice Mayor
Lisa Interlandi, President Pro Tem
Kristin Garrison, Councilmember
Orlando Puyol, Councilmember
Samia Janjua, Deputy Village Manager
Len Rubin, Village Attorney
Jessica Green, Village Clerk

ROLL CALL

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

INVOCATION AND PLEDGE OF ALLEGIANCE

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

ADDITIONS, DELETIONS, AND MODIFICATIONS TO THE AGENDA

Mayor Bickel stated that Item 15 would be moved to and heard after “Statements from the Public.”

APPROVAL OF MINUTES

The Minutes of the Regular Session held on May 23, 2024 were approved as written.

STATEMENTS FROM THE PUBLIC

Rita Budnyk, 804 Shore Drive, stated that she supported the hiring or job designation of an Anchorage Park Marina Attendant. Ms. Budnyk stated that Leisure Services Director Zak Sherman and the Recreation Board worked together to make significant improvements to the operating procedures and rules regarding the use of the boat ramps, boat slips and dry storage at Anchorage Park. Ms. Budnyk recommended the hiring of someone who would be in charge of enforcing the rules.

Francesca Wernisch, 416 Ebbtide Drive, introduced herself and stated that she was running for the School Board District 1 Seat.

Discussion – Impact Fees Study

Community Development Director Caryn Gardner-Young explained that the Village did not currently have impact fees and that it was directed by Council to adopt impact fees. Mrs. Gardner-Young explained that there was a specific process that must be followed in order to adopt impact fees and that Martin Engineering was hired to do an Impact Fee Study. Mrs. Gardner-Young stated that an ordinance on 1st and 2nd readings for Impact Fees would be brought back to subsequent Council meetings. Once the ordinance is adopted on 2nd reading, ninety (90) days must pass before the ordinance can become effective. Mrs. Gardner-Young turned over the presentation to Mr. Keller of Martin Engineering.

Mr. Keller stated that the impact fees would be for the Parks and Recreation Department, Library, Public Safety, Solid Waste and Governmental Services. Mr. Keller discussed and explained the process and what was needed to move forward with creating an ordinance for impact fees.

Mayor Bickel asked for clarification on using a five (5) month and seven (7) month model for seasonal residents rather than six (6) month and six (6) month model.

Mr. Keller discussed and explained the reasoning for five month and seventh month model for determining seasonal residents. Mr. Kelly stated that he would do more research and come back with a recommendation.

Discussion ensued between Mr. Keller and Councilmembers regarding the impact fee study and the input needed in order to move forward with the process. Council agreed that the five (5) month and seven (7) month model for seasonal residents could be used for the study.

Mayor Bickel asked if Mr. Keller needed anything further from Council.

Mr. Keller stated that he could get the additional information from staff and that they have been very helpful in the process thus far.

Mrs. Gardner-Young explained the next steps in the process of adopting the ordinance for impact fees.

CONSENT AGENDA APPROVED

Vice Mayor Searcy moved to approve the Consent Agenda and President Pro Tem Interlandi seconded the motion, which passed unanimously. The following items were approved:

Resolution approving Administrative Amendments to the Landscaping and Decorative Lighting Maintenance Memoranda of Agreement and Amendment Number Two of the Locally Funded Agreement with the Florida Department of Transportation relating to improvements associated with the replacement of the U.S. Highway One Bridge over the Earman River and authorizing execution of the Amendments.

Resolution approving a Blanket Purchase Order for the Public Works Department with Al Packer Ford, Inc. in the total amount of \$50,000 for vehicle parts and repairs.

CONSENT AGENDA APPROVED *continued*

Resolution accepting a proposal from Action Sports Netting, Inc. for the installation of golf course netting at the North Palm Beach Country Club at a total cost of \$48,564.60; and authorizing execution of the Contract.

Resolution approving a Blanket Purchase Order for the Public Works Department with GT Supplies, Inc. in the total amount of \$50,000 for dumpster parts and repairs.

Resolution approving a Blanket Purchase Order with Star Farms LLC for the purchase of sod for the North Palm Beach Country Club in the total amount of \$50,000.

Resolution approving a Blanket Purchase Order with Florida Superior Sand, Inc. for the purchase of 50\50 Sports Field Mix for the North Palm Beach Country Club in the total amount of \$50,000.

Receive for file Minutes of the Development Review Committee meetings held 4/10/24 and 5/8/24.

Receive for file Minutes of the Library Advisory Board meeting held 4/23/24.

Receive for file Minutes of the Planning, Zoning and Adjustment Board meeting held 5/7/24.

Receive for file Minutes of the Joint Meeting of the Planning, Zoning and Adjustment Board and the Town of Lake Park Planning and Zoning Board meeting held 5/8/24.

PUBLIC HEARING AND QUASI-JUDICIAL MATTERS

ORDINANCE 2024-08 – CODE AMENDMENT – SMOKING PROHIBITED

A motion was made by Councilmember Garrison and seconded by President Pro Tem Interlandi to adopt on first reading Ordinance 2024-08 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE I, “IN GENERAL,” OF CHAPTER 20, “PARKS, PLAYGROUNDS AND RECREATION,” OF THE VILLAGE CODE OF ORDINANCES TO ADOPT A NEW SECTION 20-12, “SMOKING PROHIBITED;” PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained that prior to 2022 the regulation of smoking was preempted to the State. During the 2022 legislative session, the Florida Legislature amended Section 386.209, Florida Statutes, to expressly allow counties and municipalities to restrict smoking within the boundaries of any public beaches and public parks they own, except they may not further restrict the smoking of unfiltered cigars.

Karen Marcus, 920 Evergreen Drive, thanked Council for considering the ordinance to prohibit smoking in Village parks. Ms. Marcus stated that the Health Department has offered to help with signage.

Vice Mayor Searcy asked if the ban would take place at the Country Club.

Mr. Rubin explained that the Country Club was excluded from the smoking ban.

ORDINANCE 2024-08 – CODE AMENDMENT – SMOKING PROHIBITED *continued*

Mr. Rubin explained that the ban was for filtered cigarettes or filtered cigars not unfiltered cigars.

Councilmember Puyol stated that it would be difficult to enforce the smoking ban in Village parks.

Vice Mayor Searcy stated that the Health Department would be helpful with enforcement by providing signage that would deter smoking in Village parks.

Thereafter, the motion to adopt on first reading Ordinance 2024-08 passed unanimously.

ORDINANCE 2024-07 – CODE AMENDMENT – ELECTRONIC PUBLICATION OF NOTICES

A motion was made by Councilmember Puyol and seconded by President Pro Tem Interlandi to adopt and enact on second reading Ordinance 2024-07 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING CHAPTER 1, “GENERAL PROVISIONS,” OF THE VILLAGE CODE OF ORDINANCES BY ADOPTING A NEW SECTION 1-12, “ELECTRONIC PUBLICATION OF NOTICES;” PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained that during its 2022 session, the Florida Legislature adopted Section 50.0311, Florida Statutes, allowing municipalities to publish advertisements and legal notices on the county’s publicly accessible website in lieu of publication in a newspaper of general circulation. The Village has executed the necessary agreements with Palm Beach County to utilize its website for the publication of legal notices. Additionally, as required by Section 50.0311(6), Florida Statutes, the Village will publish a notice in a newspaper of general circulation indicating that property owners and residents may receive legally required advertisements and public notices from the Village by first-class mail or e-mail upon registering their name and address or e-mail address with the Village. The Village is also required to maintain a registry of such names and addresses. A link to the advertisements and public notices must be “conspicuously placed” on the Village’s website.

Mr. Rubin stated that a number of Village Code provisions require publication in a newspaper of general circulation. The proposed ordinance would amend Chapter 1, “General Provisions,” of the Village Code in order to allow the Village to publish on the county website in lieu of publishing in the newspaper. The proposed ordinance passed on first reading at the previous Council meeting.

Mayor Bickel opened the public hearing on Ordinance 2024-07. There being no comments from the public, Mayor Bickel closed the public hearing.

Discussion ensued regarding the cost and labor intensity of mailing legal notices.

Vice Mayor Searcy asked that Village Clerk Green keep Council informed if the mailing of legal notices becomes onerous.

Thereafter, the motion to adopt and enact on second reading Ordinance 2024-07 passed unanimously.

RESOLUTION 2024-48 – ICE VENDING MACHINE SERVICES

A motion was made by President Pro Tem Interlandi and seconded by Councilmember Puyol to adopt Resolution 2024-48 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA ACCEPTING THE PROPOSAL OF HMF COMMERCE, LLC TO PROVIDE ICE VENDING MACHINE SERVICES AT ANCHORAGE PARK AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT RELATING TO SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

Director of Leisure Services Zak Sherman explained that an RFP for Ice Vending Services was issued on March 27, 2024 and that HMF Commerce LLC was the only firm to submit a proposal on April 23, 2024. A Selection Committee ranked the bidder on May 7, 2024 whose total score came to 204. The scoring was based on firm qualifications, project approach, price proposal, references and local preference. Based upon the ranking, the Selection Committee agreed to move forward with HMF Commerce, LLC contingent upon negotiations concerning the monthly licensing fee. Discussions between the bidder and staff resulted on an agreement of a monthly licensing fee of \$150. Additionally, HMF Commerce, LLC would provide free ice for no more than ten (10) Village events per year, strictly for staff use only. Mr. Sherman explained contract terms and pricing, and the placement and location of the ice vending machine. Mr. Sherman stated that the owner of HMF Commerce LLC was Mr. Daniel Fillmore and that Mr. Fillmore has been pleasant to work with so far.

Councilmember Puyol asked how many pounds of ice the ice vending machine would hold.

Mr. Fillmore stated that the ice vending machine would hold 1100 pounds of ice.

Discussion ensued between Mr. Fillmore and Councilmember Puyol regarding the amount and availability of ice on the weekends and for fisherman.

Thereafter the motion to adopt Resolution 2024-48 passed unanimously.

MAYOR AND COUNCIL MATTERS/REPORTS

Vice Mayor Searcy thanked Recreation staff for doing a good job on the Beats and Eats event and Public Works staff for making her bulk trash pickup go easily and smoothly.

Councilmember Puyol congratulated Mr. Sherman on a successful youth basketball season.

Councilmember Puyol discussed a bus trip with Kim Delaney of Treasure Coast Regional Planning Council and President Pro Tem Interlandi. Councilmember Puyol provided pictures for Council viewing of bus stops in the City of Palm Beach Gardens and bus stops in the Village. Councilmember Puyol recommended improving the aesthetics and appearance of the Village's bus stops. Councilmember Puyol also discussed the increased need for public transportation.

Councilmember Puyol recommended having a recreational event every month for the community.

MAYOR AND COUNCIL MATTERS/REPORTS *continued*

Mayor Bickel asked if additional staffing for the Recreation Department was being considered in the proposed budget for next fiscal year.

Mrs. Janjua stated that additional staffing for the Recreation Department was being considered in the proposed budget for next fiscal year.

VILLAGE MANAGER MATTERS/REPORTS

Discussion – Council Meetings’ Start Time

Vice Mayor Searcy recommended a new start time of 6 p.m. for Council meetings.

Discussion ensued between Councilmember which concluded in consensus on a new start time of 6 p.m. for Council meetings.

Mayor Bickel recommended implementing a second public comment portion at the end of a Council meeting if necessary.

Council came to consensus to have a second public comment portion at the end of Council meetings.

Mayor Bickel recommended no longer reading emailed public comments at Council meetings.

Council came to consensus to no longer read public comments received via email and have Village Clerk Green email the entire Council all public comments that are received via email. The public comments would be stored in the Village’s records until it reaches its statutory retention requirement.

Mayor Bickel asked if the next Council meeting could begin at 6 p.m.

Village Clerk Green stated that a resolution was adopted the last time a Council meeting start time was permanently changed.

Mr. Rubin stated that the next meeting could begin at 6 p.m. and a resolution would be brought to that meeting to adopt a new start time for all Regular Council meetings thereafter.

Councilmember Garrison asked about the possibility of having only one Council meeting per month particularly during the summer when a lot of residents go out of town.

Discussion ensued between Councilmembers regarding the possibility of having only one Council meeting per month.

Council agreed to discuss the possibility of having only one Council meeting per month at a future Council meeting.

VILLAGE MANAGER MATTERS/REPORTS *continued*

Mrs. Janjua stated that a pre-bid meeting for the Food and Beverage Operator Services RFP was scheduled for June 17, 2024 and due to the “Cone of Silence”, staff was strongly recommending that Council not attend as it may jeopardize the integrity of the process.

Discussion ensued regarding the attendance of Councilmembers at meetings that take place during the Food and Beverage Operator Services RFP process and how it may jeopardize the integrity of the process.

Country Club Manager Beth Davis gave an update on who would be on the Selection Committee for the Food and Beverage Operator Services RFP.

Mrs. Janjua asked if Council would choose a date to meet for the next Strategic Planning Workshop.

Council came to consensus to have the next Strategic Planning Workshop on Monday, July 1st at 4 p.m.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:09 p.m.

Jessica Green, MMC, Village Clerk

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

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Jamie Mount, P.E., Assistant Director of Public Works

DATE: June 27, 2024

SUBJECT: **MOTION – Accepting the ranking by the Selection Committee for the Bridge Design Consultant for the Lighthouse Drive Bridge Replacement Project and authorizing Village Staff to commence negotiation of an Agreement**

Village Staff is recommending Village Council approval of the Selection Committee's ranking of the firms submitting qualification statements in response to the Village's RFQ for Bridge Design Consultant Services.

Background: On March 25, 2024, the Village issued a Request for Qualifications (RFQ), soliciting qualification statements from bridge design consultants for the design of the Lighthouse Drive Bridge Replacement Project in accordance with the requirements of Section 287.055, Florida Statutes (Consultants' Competitive Negotiation Act or CCNA). The qualification statements were submitted on April 25, 2024, with five (5) different design consultants submitting responses. All responses were reviewed by the Village's Bridge Design Selection Committee, with the intent to shortlist three (3) consultants for future presentations. The Selection Committee members included the following individuals:

- Karen Marcus, Resident
- Samia Janjua, Deputy Village Manager
- Caryn Gardner-Young, Community Development Director
- Chad Girard, Public Works Director
- Jamie Mount, Asst. Public Works Director

On May 9, 2024, the Bridge Design Selection Committee met to create a shortlist of three (3) design consultants following review of qualifications statements submitted in response to the RFQ. The following three (3) design consultants were shortlisted: WGI, Inc.; Consor Engineers, LLC; and Alan Gerwig & Associates, Inc.

On June 6, 2024, the Bridge Design Selection Committee hosted presentations by the shortlisted design consultants. The consultants presented their technical qualifications for designing the Lighthouse Drive Bridge replacement project. Following the presentations, the Selection Committee ranked the firms as follows (ranking sheet included in back up materials):

1. WGI, Inc.
2. Alan Gerwig & Associates, Inc.
3. Consor Engineers, LLC

The committee's selection of WGI, Inc. as the top-ranked firm was based on several key considerations including:

- Similar Past Project Experience: WGI demonstrated a successful track record in similar infrastructure projects.
- Municipal Agency Experience: WGI had prior experience working with municipal agencies and understanding the unique challenges and regulatory requirements.
- Qualifications of Staff and Firm: WGI's team possessed relevant qualifications, including licensed engineers and designers.
- Staff Availability: WGI committed to allocating sufficient staff resources to meet project deadlines promptly.
- Understanding Village Needs: WGI demonstrated an understanding of the Village community and addressed specific local needs, safety concerns, and aesthetic preferences.
- Approach to Public Involvement: WGI emphasized transparent communication and community engagement. Regular public meetings, feedback sessions, and collaboration will ensure a bridge design aligned with community expectations.

In accordance with the requirements of the CCNA and the RFQ issued by the Village, Village Council approval of the Bridge Design Selection Committee's rankings is required. If the ranking is approved, Village Staff would commence competitive negotiations with WGI, Inc., the top-ranked firm. This would involve the scheduling of a "design scoping" meeting with WGI, Inc. to establish the comprehensive scope of work, preliminary design schedule, and corresponding design fee. This proposed design fee and accompanying contract would be placed on a future Village Council agenda for review, discussion, and approval. If Village Staff is unable to negotiate a contract and scope of work with the top-ranked firm, Village Staff will terminate negotiations with WGI, Inc. and commence negotiations with the next highest-ranked firm.

Recommendation:

Village Staff recommends Council consideration and approval of a motion accepting the Bridge Design Selection Committee's ranking of WGI, Inc. as the top-ranked firm (with Alan Gerwig & Associates, Inc. as the second-ranked firm and Consor Engineers, LLC as the third-ranked firm) and authorizing Village Staff to commence negotiations for a Bridge Design Consultant Agreement with the top-ranked firm in accordance with statutory requirements and Village policies and procedures.

OVERALL

Lighthouse Bridge Final Selection Scoring Summary

RFQ 2024-PW-2

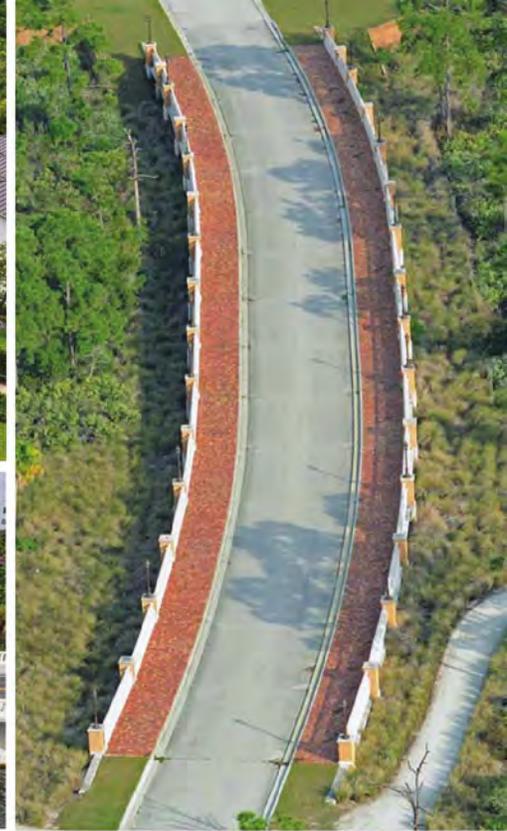
Final Selection Presentations Date: June 6, 2024

Selection Committee Member	Shortlisted Design Consultants		
	Consor	WGI	Gerwig
Chad Girard	3	1	2
Karen Marcus	3	1	2
Samia Sanjua	3	2	1
Garyn-Gardner Young	2	1	3
Jamie Mount	2	3	1
TOTALS =	13	8	9

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CREATIVELY TRANSFORMING HOW OUR WORLD IS envisioned + designed + experienced

RFQ 2024-PW-2

REQUEST FOR QUALIFICATIONS

DESIGN SERVICES FOR LIGHTHOUSE DRIVE BRIDGE REPLACEMENT

THE VILLAGE OF
NORTH PALM BEACH





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April 25, 2024

Chuck Huff

Village Manager
Village of North Palm Beach
501 US Highway One
North Palm Beach, Florida 33408

**RE: REQUEST FOR QUALIFICATIONS | RFQ 2024-PW-2
DESIGN SERVICES FOR LIGHTHOUSE DRIVE BRIDGE REPLACEMENT**

Dear Mr. Huff,

WGI, Inc. (WGI) is excited to submit this proposal to the **Village of North Palm Beach (Village)** for the replacement of the Lighthouse Drive Bridge. Over fifty years ago, WGI chose Southeast Florida as the location of our corporate headquarters. As a local engineering firm, we have a long working history with the Village and with this bridge. WGI's Structural Engineering Group has been involved with several different projects in the area of the bridge, and as a regular boater, I am excited about the opportunity to update the bridge and improve the vehicular, pedestrian, and marine activity in the community.

WGI has demonstrated a long history of successfully delivering structural engineering projects similar to the replacement of the Lighthouse Drive Bridge. We have gained this success from numerous projects completed within Florida. Our team is currently providing a full range of engineering, geospatial, and architectural services to over 50 municipalities, counties, and state and federal agencies on continuing services contracts. Through these contracts, WGI has experience with replacing numerous bridges and working within residential communities. WGI will be able to detail the replacement of the bridge while minimizing access disruptions. WGI has the capacity and depth of resources to meet and exceed the Village's needs with nearly 400 energetic, passionate professionals in the state. We are honored to have this exciting opportunity to offer our full depth of in-house services and resources to assist the Village with the replacement of Lighthouse Drive Bridge to improve and enhance the quality of life of the surrounding residences.

WGI is an industry leader upholding a long-standing tradition of incomparable service and a passion for innovation and technology. The WGI Team is fully committed and understands our involvement in the entire project life cycle, from the initial planning and design phases through permitting, assisting in the bidding and negotiation process, and finally, through construction administration and project closeout. We are passionate about delivering high-quality, cost-effective, and thoughtful design solutions on time and within budget.

We are fully prepared and ready to serve the Village as a reliable, thoughtful, and trusted partner. WGI is committed to delivering a high-quality, resilient, sustainable, and cost-effective design solution. We are fully aware that the replacement of the Lighthouse Drive Bridge requires critical community involvement and maintenance of both road and marine access through the construction site. Thank you for your consideration, and we look forward to further discussing our qualifications and your goals. As your neighbor and partner, we will be there for you.

Sincerely,
WGI, Inc.

Chris LaForte, PE
Project Manager



WGI, Inc.

Responsible Office

2035 Vista Parkway
West Palm Beach, FL 33411

Contact

Chris LaForte, PE

Project Manager

p. 561.687.2220 | f. 561.687.1110

Chris.LaForte@wginc.com

WGI Team Prequalification

✓ 3.1	✓ 7.1	✓ 9.1
✓ 4.1.1	✓ 7.2	✓ 9.2
✓ 4.1.2	✓ 8.1	✓ 9.4.1
✓ 5.4	✓ 8.2	✓ 15.0

WGI'S CORE VALUES



PASSION
for People



Be the
CHANGE
You Seek



COMMIT
to Greatness



CORPORATE STATUS

State of Florida Department of State

I certify from the records of this office that WGI, INC. is a corporation organized under the laws of the State of Florida, filed on July 12, 1991.

The document number of this corporation is S66593.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 4, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Fourth day of January, 2024



[Signature]
Secretary of State

Tracking Number: 8795191638CC

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

<https://services.sunbiz.org/Files/CertificateOfStatus/CertificateAuthentication>



Department of State / Division of Corporations / Search Records / Search by Entity Name /

Detail by Entity Name

Florida Profit Corporation
WGI, INC.

Filing Information

Document Number S66593
FEI/EIN Number 65-0271367
Date Filed 07/12/1991
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 12/17/2020
Event Effective Date NONE

Principal Address

2035 VISTA PKWY
WEST PALM BEACH, FL 33411

Changed: 01/09/2017

Mailing Address

2035 VISTA PKWY
WEST PALM BEACH, FL 33411

Changed: 01/09/2017

Registered Agent Name & Address

FONTAINE, KATE
2035 VISTA PKWY
WEST PALM BEACH, FL 33411



Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

ANDREW PERRY, P.E.
SECRETARY

July 28, 2023

Kate Fontaine, VP, Administration
WGI, INC.
2035 Vista Parkway, Suite 100
West Palm Beach, Florida 33411

Dear Ms. Fontaine:

The Florida Department of Transportation has reviewed your application for prequalification package and determined that the data submitted is adequate to technically prequalify your firm for the following types of work:

- Group 2 - Project Development and Environmental (PD&E) Studies
- Group 3 - Highway Design - Roadway
 - 3.1 - Minor Highway Design
 - 3.2 - Major Highway Design
 - 3.3 - Complex Highway Design
- Group 4 - Highway Design - Bridges
 - 4.1.1 - Miscellaneous Structures
 - 4.1.2 - Minor Bridge Design
 - 4.2.1 - Major Bridge Design - Concrete
 - 4.2.2 - Major Bridge Design - Steel
- Group 5 - Bridge Inspection
 - 5.4 - Bridge Load Rating
- Group 6 - Traffic Engineering and Operations Studies
 - 6.1 - Traffic Engineering Studies
 - 6.2 - Traffic Signal Timing
 - 6.3.1 - Intelligent Transportation Systems Analysis and Design
 - 6.3.2 - Intelligent Transportation Systems Implementation
 - 6.3.3 - Intelligent Transportation Traffic Engineering Systems Communications
 - 6.3.4 - Intelligent Transportation Systems Software Development
- Group 7 - Traffic Operations Design
 - 7.1 - Signing, Pavement Marking and Channelization
 - 7.2 - Lighting
 - 7.3 - Signalization

1

- Group 8 - Survey and Mapping
 - 8.1 - Control Surveying
 - 8.2 - Design, Right of Way & Construction Surveying
 - 8.3 - Photogrammetric Mapping
 - 8.4 - Right of Way Mapping
- Group 10 - Construction Engineering Inspection
 - 10.1 - Roadway Construction Engineering Inspection
- Group 11 - Engineering Contract Administration and Management
- Group 13 - Planning
 - 13.4 - Systems Planning
 - 13.5 - Subarea/Corridor Planning
 - 13.6 - Land Planning/Engineering
 - 13.7 - Transportation Statistics
- Group 14 - Architect
- Group 15 - Landscape Architect

Your firm is now technically prequalified with the Department for Professional Services in the above referenced work types. The overhead audit has been accepted, and your firm may pursue projects in the referenced work types with fees of any dollar amount. This status shall be valid until June 30, 2024, for contracting purposes.

Approved Rates

Home/ Branch Overhead	Field Overhead	Facilities Capital Cost of Money	Premium Overtime	Reimburse Actual Expenses	Home Direct Expense	Field Direct Expense
208.98%	138.52%	0.469%	Reimbursed	No	5.84%	8.40%

*Rent and utilities excluded from field office rate. These costs will be directly reimbursed on contracts that require the consultant to provide field office.

Per Title 23, U.S. Code 112, there are restrictions on sharing indirect cost rates. Refer to Code for additional information.

Should you have any questions, please feel free to contact me by email at carliayn.keil@dot.state.fl.us or by phone at 850-414-4597.

Sincerely,

Carliayn Keil

Carliayn Keil
Professional Services
Qualification Administrator

2



FORM OF ORGANIZATION

WGI's specialty structural engineers have wide-ranging expertise providing specialized design and rehabilitation for bridges, seawalls, water and wastewater facilities, stormwater pump stations, water resource control structures, recreational structures, cellular towers, military support structures, parking garages, vertical structures, critical facilities, municipal buildings, and a variety of related specialty structures.

WHO ARE WE

WGI is a full-service, multidisciplinary consulting firm founded in 1972 to provide a comprehensive range of infrastructure services. Established by a dedicated professional engineer, WGI has since diversified by offering related professional services for both public and private clients. Today, WGI continues to uphold its tradition of incomparable service and passion for innovation through our team of highly skilled and experienced professionals.

STRUCTURAL ENGINEERING

Project budgets are won and lost every day based on the cost and efficiency of its structural systems. Our structural engineering experience includes design and rehabilitation of bridges constructed with precast and cast-in-place concrete; mild and glass fiber reinforced, prestressed, and post-tensioned concrete; structural steel; steel truss; timber; and composite members. Past projects have included multiple types of phased construction with the use of temporary shoring or crutch bents to support the existing structures. Our history of successful projects allows us to deliver economical and architecturally elegant structural designs for your project.

Structural engineering is more than its basic components, it includes encompassing aesthetics, safety, long-term maintenance, repair, and the unique surrounding environment.

WHAT SETS US APART

WGI's structural engineering group has spent decades developing close working relationships with bridge and marine contractors throughout South Florida such as Cone and Graham, Murray Logan Construction, Anzac Construction, and others. These ongoing relationships have often resulted in WGI serving the Contractors as a Delegated Engineer or Value Engineering Consultant for emergency retrofits and to help facilitate more constructable designs. On individual projects this has resulted in project savings approaching a quarter million dollars and shortening construction by up to six months. This experience in addition to WGI staff's ongoing review and study of the latest construction practices and materials, will allow WGI to provide a design incorporating the latest innovative approaches grounded in the reality of the industry's capabilities.

WGI has spent five decades committed to fulfilling our vision of "creatively transforming how our world is envisioned, designed, and experienced" and takes great pride in our dedication to:

INNOVATION

WGI's **innovation** focus is not to be all things to all people, but to help clients with business, process, and technology innovation related to our core competencies, and to provide innovation ideas and opportunities collaboratively with you. Incorporating these ideas leads to long-term cost savings and project process efficiency.

SRA

A key component to our vision is **sustainability, resilience, and adaptation (SRA)** awareness. The solutions we provide not only address today's concerns, but consider how these improvements will serve the Village into the future. We take pride in implementing SRA principles into our projects.

DE&I

WGI focuses significant time, resources, and energy on **diversity, equity, and inclusion (DE&I)**. We foster a company culture that encourages all voices to be heard and implements ideas that work towards an equitable environment for all. We strive to enhance the well-being of our employees and community by creating awareness and celebrating the differences among us.

From planning to implementation,
WGI's structural engineering is exceptional.

Years in Business: 50

Offices: 25 Locations

Type of Firm: Corporation

Nationwide

Chairman Emeritus: Joel Wantman, PE (RET)

CEO: David Wantman, PE

President: Gregory Sauter, PE

Secretary: Kate Fontaine

VP | Land Development: Jeff Brophy, PLA, ASLA

Director, Architecture: Eric Luttmann, AIA, NCARB

Survey Manager: Jeremiah Slaymaker, PSM

SVP | Geospatial: Stephen Clancy, PSM

Director, Operations: Kimberly DeBosier, PE



AREAS OF EXPERTISE/CORE PERSONNEL/STAFF AVAILABILITY

AREAS OF EXPERTISE

WGI's structural engineers are experts in providing innovative solutions for the infrastructure needs of today. WGI is Florida Department of Transportation (FDOT) Prequalified in Groups 2, 3, 4, 5, 6, 7, 8, 10, 11, 13, 14, and 15 including 3.1 Minor Highway Design; 4.1.1 Miscellaneous Structures; 4.1.2 Minor Bridge Design; 5.4 Bridge Load Rating; 7.1 Signing, Pavement Markup and Channelization; 7.2 Lighting; 8.1 Control Surveying; 8.2 Design, Right of Way Construction Surveying; and 15.0 Landscape Architect. Subconsultant, WIRX, is prequalified in 9.1 Soil Exploration, 9.2 Geotechnical Classification Lab Testing, and 9.4.1 Standard Foundation Studies. WGI has a long history working in FDOT Districts 1, 2, 4, and 6.

CORE PERSONNEL

Our project team is led by **Project Manager, Chris LaForte, PE**. Chris is authorized to act on behalf of WGI to direct, coordinate, and administer all aspects of this project. Joining Chris in the project management team are **Jeffrey Bergmann, PE**, as **Principal in Charge** and **Brett Oldford, PE**, who will serve as **QA/QC**. Our key staff for environmental assessments and permitting consists of **Rick Harman, Jr., PWS, CEP**. Data collection and geospatial efforts will be led by **Eric Matthews, PSM**, with geotechnical investigation and reporting led by subconsultant **Andrew Nixon, PE** from WIRX Engineering, LLC. Transportation, planner/

community outreach, and landscape architectural services are to be performed under **Keegan Larson, PE**, **Angela Biagi, PLA, LEED AP BD+C**, and **Jason Mihalovits, PLA, ASLA**. We have hand-picked our team because of their wide range of experience working together on successful project completions. For more details on our team's qualifications, please check the resumes section of this RFQ.

STAFF AVAILABILITY

With nearly 400 associates in Florida, we can provide the Village with the most competent and efficient service available. The size of our staff resources allows us to maximize staff allocations, provide backup staff if warranted, and typically exceed contract milestones. WGI will leverage a wealth of available resources throughout the firm, both locally to this contract and nationally. Chris will have all of WGI's resources at his disposal to successfully deliver this contract. Chris will be the primary liaison between WGI and the Village.

WGI's team is immediately available and committed to the successful execution and delivery of this contract. We have a talented team of professionals with years of valuable experience working on similar projects. That experience, combined with our support staff and state-of-the-art software and equipment, will enable us to achieve contract goals, meet the schedule, and deliver a successfully completed projects.



LEGEND

 WGI, Inc.

 WIRX Engineering, LLC

() Reporting Office

- West Palm Beach (WPB)
- Fort Lauderdale (FRL)



PROJECT MANAGER

Chris LaForte, PE (WPB)

PRINCIPAL IN CHARGE

Jeff Bergmann, PE (WPB)

QA/QC

Brett Oldford, PE (WPB)

TRANSPORTATION

Keegan Larson, PE (WPB)

PLANNER/COMMUNITY OUTREACH

Angela Biagi, PLA, LEED AP BD+C

LANDSCAPE ARCHITECT

Jason Mihalovits, PLA, ASLA (WPB)

CIVIL

Chris Holmes, PE (WPB)

ENVIRONMENTAL

Rick Harman, Jr., CEP, PWS (WPB)

STRUCTURAL

TJ Tustin, PE (WPB)

GEOSPATIAL

Eric Matthews, PSM (WPB)

SUE

Radek Grabowski (WPB)

GEOTECHNICAL

Andrew Nixon, PE (FRL)



PROJECT MANAGEMENT

Chris LaForte, PE has served as a project manager overseeing the assessment, design, and construction of bridge replacement projects throughout southeast Florida. Through this experience, he has worked closely with numerous local and national bridge contractors and developed positive working relationships to help facilitate the successful completion of unique bridge projects. This familiarity and WGI's relationships will assist us in completing the bridge replacement on time and within budget. We use several project management and collaborative software platforms, including ProjectWise, eBuilder, ProCore, Newforma Project Center, and Microsoft Teams with our municipal clients. Our experience has been that using these software platforms improves communication, coordination, and efficiency throughout all phases of a project. In addition, the example and reference projects that we have included in this response demonstrate our corporate experience on specific projects with a scope similar to the replacement of the Lighthouse Drive bridge.



When designing the replacement of a bridge within a residential community like North Palm Beach, **maintaining a close working relationship with the Village and local stakeholders is paramount for having a successful project.** By maintaining effective outreach and public relations throughout the design and construction process, the Village will get greater buy-in from the community and minimize unease with the bridge project. The most critical item to keeping a project on schedule and under budget is to keep clear lines of communication open over the duration of the project. Our philosophy is to always be in contact with our clients through e-mails, regularly scheduled meetings, and telephone conversations. If issues arise in the design, permitting, or construction phases of a project, and lines of communication are kept open, these issues can usually be quickly and easily resolved. Chris will schedule time to meet and discuss the project with the Village on a regular basis and will schedule more frequent meetings should an issue develop. Internal to our team, we will hold weekly internal progress team meetings and will identify and address issues with potential negative project impacts before they can cause delays. WGI utilizes the latest software tools to ensure maximized productivity and efficiency.

“WGI's goal is to develop and fine-tune our planning and design processes in order to maximize our quality and value to our partners. This starts with open and honest communication and regular check-ins.”

Brett Oldford, PE, QA/QC

WGI understands the importance of a documented and rigid QA/QC procedure. **Brett Oldford, PE** will oversee the QA/QC program for this project. Brett has reviewed plans and reports for hundreds of projects in his role as a QA/QC manager. His knowledge will prove invaluable in the adherence to the schedule and budget while ensuring constructability.

Quality plans are the cornerstone of our firm's philosophy. Our staff understands the value associated with delivering a quality product and the importance of the project being completed under this program. Quality in a design project is closely tied to many factors, including adequate and experienced staff, comprehensive scheduling, and close coordination and communication between all interested parties. WGI's team brings the expertise necessary to ensure these factors are closely monitored and achieved. WGI has adopted the QC procedures utilized by FDOT, which are systematic in nature and require several different professionals to complete the checking and back-checking of all work products. These procedures are incorporated into all of our designs.

Our 5-step quality control process



PROJECT APPROACH

WGI's project approach for Lighthouse Drive is based on a thorough knowledge of the scope of services, the depth, and availability of resources, knowledge of the governing design criteria, and our relationships with the local community. All aspects of the project work plan will consist of proper staffing, schedule, budget, and communication, with all steps following the QA/QC plan. The key to successfully managing this bridge replacement will entail an understanding and continuous communication of the Village's goals, rapid and accurate acquisition of the data, proactive contact with the permitting agencies and utility owners, development of design alternatives, and adherence to the QC Plan.

WGI's first step after receiving the Notice to Proceed will be to meet with Village staff to discuss the desired outcomes for the bridge replacement and roadway improvements on either side of the waterway. At this conceptual phase, WGI's engineers, planners, and landscape architects will provide the Village with 3D renderings of possible bridge and roadway approach configurations. These renderings will be available to be used for public outreach meetings and to help get buy-in from local residences. WGI's rendering capabilities will allow each bridge and roadway design to be displayed day and night from the roadway and waterway.

While WGI's structural and roadway engineers are gathering input on the Village's preferred bridge design, WGI's Geospatial group, subsurface utility engineers, and environmental field personnel will begin the data acquisition at the site. The WGI Team has extensive knowledge of this site and will implement the use of lidar data collection to speed up the survey process while minimizing disruptions at the site. WGI owns and operates utility vacuum trucks and ground-penetrating radar crews out of our Corporate Headquarters in our West Palm Beach office. Using this local equipment, WGI will locate and confirm all aerial and underground facilities.

Our geotechnical subconsultant can start gathering additional information at the site once underground utilities and benthic resource surveys are completed in the waterway. With this physical data acquisition complete and the conceptual designs reviewed and ultimately approved by the Village, WGI will begin the formal construction document preparation.

WGI takes full responsibility for project management and the overall accountability for each phase of this project. To effectively manage the bridge replacement, each task must be monitored to determine if it is being completed ahead or behind schedule. If our finish date is in jeopardy, the situation can be remedied by performing tasks concurrently or with additional resources applied to the project. Our proposal incorporating all elements of design within a single firm will allow WGI to use the great depth and expertise of our team to allow for compressing our production schedule as needed. Proper project scheduling involves the continuous updating of cost estimation,

monitoring progress, and evaluating efficiency and quality. The Village will benefit from WGI's experience preparing accurate budgetary opinion of costs during the project's planning phases and cost control during the design and construction phases. WGI has been hired by South Florida Water Management District (SFWMD) on numerous occasions to develop an opinion of remaining construction cost during potential contractor defaults. These project planning and execution activities significantly reduce costly over-runs. Throughout the design process, WGI will continually update the opinion of probable construction costs and compare it to the Village's construction budget. This will allow the Village to make informed decisions on all aspects of design and makes it clear that your expectations can be realized and accomplished via the design. **Providing value engineering services helps the Village maximize the return on every construction dollar invested.**

During the design process, once the plans have been completed to the level needed for permit application, the environmental permitting will be handled by WGI staff. WGI's environmental group includes former regulators from the U.S. Army Corps of Engineers and Florida Department of Environmental Protection who know the environmental permitting rules from the inside out. WGI will closely monitor the permit submittals, meet with the agencies to ensure a complete understanding of the plans, and facilitate any additional information gathering and coordination that may be required from the team. We will provide monthly updates on the permit progress and coordination with the various agencies involved. After completing 30%, 60%, and 90% of plan submittals and review processes and with all comments addressed on the plan, WGI will prepare completed plans that will be signed and sealed for final submittal. WGI will prepare an opinion of the probable construction cost and an anticipated construction schedule, including time to substantial completion. We will prepare the scope of services statement for the contractor, attend the pre-bid meeting, respond to any bidder questions, review the construction bids, and make any necessary recommendations for award or modifications, if needed, to achieve the Village's goals. Throughout our design process, WGI will keep track of the project schedule and the long-term maintenance costs that each design option will lead to. WGI's design will incorporate passive cathodic protection for all bridge piles, with the design for the seawall and other bridge components detailed to minimize future corrosion. The design for the new seawall will also consider the long-term survivability and ease of maintenance for all bridge, seawall, and roadway components.

The WGI Team can provide construction phase services for the project. Staff is capable and regularly provides technical reviews for shop drawings, pile-driving logs, concrete test results, and other applicable certifications. With WGI's main project staff being located locally, we can periodically visit the site to review progress and meet with the contractor on specific issues that may arise during construction.



PAST PERFORMANCE AND CURRENT WORKLOAD / SUBCONSULTANT

PAST PERFORMANCE

WGI has performed similar bridge replacements throughout southeast Florida for more than a half-century. We will bring that experience to the Village. Our experience completing numerous infrastructure projects in **Palm Beach, Broward, and Miami-Dade** counties has allowed us to familiarize ourselves with the local construction industry and maintain positive relationships with local and state permitting agencies. This familiarity will allow WGI to complete the design of the bridge in a manner that will minimize disruptions to the community during the construction process while providing for the completion that will enhance the bridge crossing and ease of boat traffic through the North Palm Beach Waterway.

We pride ourselves on the significant amount of repeat business that WGI receives from our municipal clients and believe this result demonstrates our successful delivery and superior quality of work of our product. **We are familiar with the key issues inherent with replacing aging bridges.** Our experience has helped us identify and address some of the most typical challenges encountered on similar projects, such as managing stakeholder expectations, communication, and delays, especially construction delays generated from conflicts

with existing utilities. **The most important qualification WGI brings to the Village is our firm's continued commitment to developing successful projects—technically sound, delivered on schedule, and within budgetary guidelines.**

With the depth of our team, with over 300 professionals deployed from our Palm Beach, Broward, and Miami-Dade County offices, and over 400 in the state, WGI provides ample capacity to complete all assignments on time. WGI's superior service and professionalism demonstrate this commitment over the years in providing similar engineering services with the following municipalities:

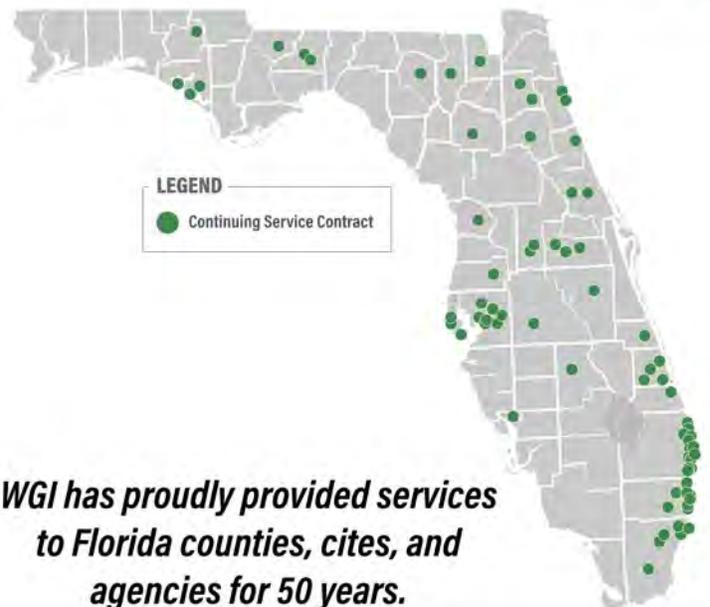
- ✔ Village of Tequesta
- ✔ City of Boca Raton
- ✔ City of Delray Beach
- ✔ Palm Beach County
- ✔ Town of Jupiter
- ✔ Town of Manalapan
- ✔ Town of Ocean Ridge
- ✔ Ocean Reef Club
- ✔ Village of Wellington
- ✔ City of Lighthouse Point
- ✔ City of Pompano Beach
- ✔ City of Vero Beach



Tequesta Drive Bridge | Palm Beach County, Florida

WGI has a proven record of past performance with Florida agencies

- 198** CITIES SERVED
- 180+** MASTER CONTRACTS WITH PUBLIC CLIENTS
- ≈900** PROJECTS WITH PUBLIC CLIENTS
- 38** COUNTIES SERVED
- 18** STATE AGENCIES SERVED



WGI has proudly provided services to Florida counties, cities, and agencies for 50 years.



CURRENT WORKLOAD

WGI has the resources available to complete the tasks under this contract on schedule. We provide the estimated workload availability percentage for the team below.

Team Member	Role	Availability
Chris LaForte, PE	Project Manager	70%
Jeff Bergmann, PE	Principal	50%
Brett Oldford, PE	QA/QC	40%
Keegan Larson, PE	Transportation	40%
Angela Biagi, PLA, LEED AP BD+C	Planner	40%
Jason Mihalovits, PLA, LEED AP	Landscape Architect	40%
Chris Holmes, PE	Civil Engineer	40%
Rick Harman, Jr., CEP, PWS	Environmental	40%
Eric Matthews, PSM	Geospatial	40%
Radek Grabowski	SUE	40%
Andrew Nixon, PE	Geotechnical Engineer	70%

SUBCONSULTANT SERVICES

WIRX Engineering, LLC's (WIRX's)

initial review in preparation for this project solicitation consisted of reviewing historical records and aerial photographs for the project area. WIRX's senior engineer,



Andrew Nixon, PE, is the geotechnical engineer of record (EOR) for Palm Beach County's Prosperity Farms Road over the SFWMD C-17 (Earman River) Bridge Replacement project, which is approximately 2,000 feet southwest of the Lighthouse Drive Bridge. Standard penetration test (SPT) borings were performed to depths of 100 feet on the north and south sides of the Prosperity Farms Road Bridge. The encountered subsurface conditions consisted of loose to medium dense, fine sand from the ground surface to depths of approximately 35 to 45 feet, where a layer of hard to very hard limestone was encountered. The limestone layer reaches depths of approximately 75 to 85 feet and is underlain by dense, fine sand with shell and limestone to the termination depth of the borings at 100 feet. We expect subsurface conditions at the Lighthouse Drive Bridge to be similar to those encountered at the Prosperity Farms Road Bridge.

In accordance with the FDOT Structures Design Guidelines, a minimum of 24-inch square precast prestressed concrete (PPC) pile will be required for the Lighthouse Drive Bridge because of the extremely aggressive corrosivity environment associated with the saltwater. Based on the FDOT Structures Design Guidelines, the maximum pile driving resistance for a 24-inch PPC pile should not exceed 450 tons. Based on Andrew's experience at the Prosperity Farms Road Bridge, we estimate that a Nominal Bearing Resistance (NBR) of 450 tons will be achieved with approximately 35 to 45 feet of pile embedment. However, please note that dynamic load testing should be conducted in accordance with FDOT Standard Specifications for Road and Bridge Construction to confirm pile capacities and embedment depths.

The geotechnical scope for the proposed bridge replacement project will consist of soil borings and pavement corings, necessary laboratory testing, and the provision of appropriate engineering analysis and recommendations. Pavement cores will be drilled east and west of the bridge to identify the existing crack depths and asphalt and subgrade thicknesses to aid in the evaluation and selection of an efficient and economical pavement section. SPT borings will be performed at depths of 100 feet in accordance with ASTM D1586 to identify the existing subsurface soil's physical properties for the bridge foundations. The corrosivity/aggressivity potential of the soils will be classified in general accordance with the FDOT Structures Design Guidelines. To aid in the scour analysis, canal bed samples will be collected and analyzed for grain size distribution (i.e., D50). A geotechnical engineering report will be prepared presenting with results of the field and laboratory testing, construction recommendations, and pavement analysis and recommendations, and bridge foundation and pile capacity recommendations. The geotechnical evaluation will be conducted in accordance with the FDOT Soils and Foundation Handbook.

Commitment, dedication, and teamwork are all qualities the WGI Team brings to the Village.



I am pleased to have the opportunity to express to you the positive experiences I have had in collaborating with WGI on the Sebastian Inlet Jetty. WGI provided an evaluation of both the north and south jetty at the Sebastian Inlet to assess the sustained damage from Hurricane Matthew. The rehabilitation project included a study of the wave climate and the replacement of the jetty piling and deck surface to properly encapsulate the rock in the crib portion of the jetty. The large granite boulders provide a vital component needed to dissipate the wave energy and create a safe inlet for boaters. In addition, the team designed a breaking wave-resistant railing system to make the jetty suitable for recreational fishing, increasing the jetty's attractiveness as a recreation facility.

In addition, the team created an expanded eastern terminal to increase the fishing area. This added amenity provides a major attraction to the Sebastian Inlet State Park. It is a tremendous draw for tourists and locals giving them a safe prime fishing spot in the Atlantic Ocean.

Throughout the project, each teammate performed strongly in their respective roles and contributed to the success of our team's work. Please feel free to contact me if you have any questions; I do not hesitate to recommend WGI for any project.

James D. Grey, Jr.
Executive Director, Sebastian Inlet District



INNOVATIVE AND/OR VALUE-ADDED CONSIDERATIONS

WGI has worked on numerous bridge replacement projects that included similar design constraints as the Lighthouse Drive Bridge.

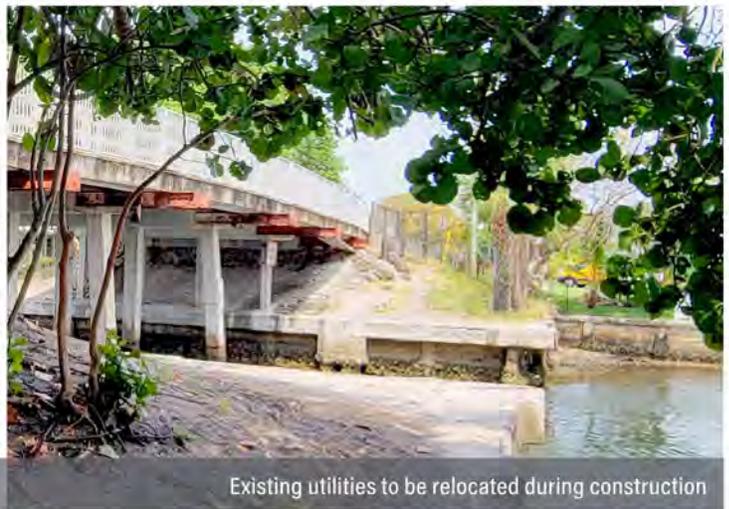
This project has a small bridge footprint, with residences located at each corner of the bridge, minimizing opportunities for bypasses and presenting maintenance of traffic (MOT) limitations for phased and non-phased construction options. These adjacent properties present a confining element for all aspects of bridge construction. Driveways located within one hundred and a one hundred fifty feet from the end of the bridge limit not only how much the existing roadway can be raised in the vicinity of the bridge without negatively impacting driveway access to the bridge neighbors but also decrease space available on the site that the contractor can use for staging and equipment. WGI's strong early outreach to the local community stakeholders will be vital in laying out a design that will result in an optimal bridge and approach roadway configuration that will minimize disturbances to the surrounding homeowners. The contractor's construction access is further limited by the overhead lines located along the southern edge of the bridge. These lines and the utilities attached to the bottom of the existing bridge will need to be relocated as a part of bridge construction. WGI's personnel in 2008 provided the Village with an approach slab repair and has first hand experience with construction at the site. WGI's Civil Engineers will coordinate with FPL, Seacoast, and the other utilities for temporary bypass and utility relocations that will be necessary to complete construction. The design and schedule for these bypasses and relocations will need to be determined at the start of the design process as they will dictate the phasing of construction that will be needed to allow for phase construction. The overhead lines along the south side of the bridge in their current location will limit construction activities on the site and prevent pile removal or driving in their current configuration.

Lighthouse Drive bridge already serves as a limiting overhead crossing on the North Palm Waterway. The existing and proposed replacement bridge for US-1 over the Earman River provides low vertical clearance.

Boat traffic under the US-1 bridge is heavily time dependent with any large boats needing to take the longer traverse under the Lighthouse Drive bridge to the north in order to gain access to or from the Intracoastal Waterway. This already limiting point of access will add a further limitation for any proposed construction methods by requiring the contractor to maintain marine access through the construction site for the duration of the project.

To facilitate the removal of the existing bridge and construction of the new bridge, the replacement bridge design can be detailed with a phased demolition and bridge replacement that will require the installation of temporary crutch bents. The placement of crutch bents will allow for additional support for the existing bridge as part of the bridge will be demolished for the new bridge construction. Incorporating a design in this manner will allow the Village to maintain limited vehicular access across the bridge throughout the project and minimize the times when marine traffic under the bridge would also have to be halted. If the bridge design is not detailed to allow for phased construction, the only access across the North Palm Beach Waterway will be taking US-1, either Northlake or PGA. This limitation would result in decreased reaction times for those residences west of the North Palm Beach Waterway, with fire personnel having to travel south on US-1, then on Northlake and Prosperity Farms before serving that area of the community.

If a full bridge closure is needed to facilitate the reconstruction of the bridge and roadway approaches, the design will be detailed to allow for an accelerated construction process relying on the use of precast bridge components that will minimize the duration of construction. WGI has a history of using composite and fiberglass structural components and will consider their use for this project. FDOT and several municipalities have recently completed bridges incorporating these components not only as reinforcement within concrete but also as bridge beams. WGI will consider if their use is warranted, cost-effective, or will provide a benefit to the Village on this project.



Existing utilities to be relocated during construction

LITIGATION

WGI's litigation cases for the past three years.

CASE	COURTS	SUMMARY	STATUS	AMOUNT
ACTIVE CASES				
Community Asphalt Corp. v. WGI, Inc. et al. 2018-CA-029816	11th Judicial Circuit Court Miami-Dade County, FL	Disputed claims for alleged breach of contract between contractor and design team.	In Discovery	Unknown at this time
Morrison-Cobalt JV v. Kimley-Horn and Associates, Inc. 2021-CA-002092	2nd Judicial Circuit Leon County, FL	Disputed claims for alleged breach of contract between contractor and design team.	In Discovery	Unknown at this time
Gerardo M. Vaca vs. WGI, Inc. 2021 L 007019	Cook County, Illinois County Department	Disputed personal injury claim, alleging design concerns, along with claims against contractor and property owner (related to Rich case below)	In Discovery	Unknown at this time
Sharon Rich vs. WGI, Inc. 2023 L 002682	Cook County, Illinois County Department	Disputed personal injury claim, alleging design concerns, along with claims against contractor and property owner (related to Vaca case above)	In Discovery	Unknown at this time
Martinez v. Condotte America, Inc. 2019-013734-CA-01	11th Judicial Circuit Court Miami-Dade County, FL	Traffic accident during construction	In Discovery	Unknown at this time
Ikyun Cha v. Wantman Group, Inc. ICCV-21-0000613	1st Judicial Circuit Court of Hawaii	Disputed claims for alleged breach of contract between contractor and design team.	In Discovery	Unknown at this time
Currell v. WGI, Inc., et al. 562022CA001297	19th Judicial Circuit, St. Lucie County, FL	Traffic accident during construction	In Discovery	Unknown at this time
Alfonso Perez v. WGI, Inc. 2021-012281-CA-01	11th Judicial Circuit, Miami- Dade County, FL	Traffic accident during construction (related to Izquierdo case below)	In Discovery	Unknown at this time
Walker Izquierdo v. WGI, Inc. 2021-011062-CA-01	11th Judicial Circuit, Miami- Dade County, FL	Traffic accident during construction (related to Perez case above)	In Discovery	Unknown at this time
RESOLVED CASES				
Community Asphalt Corporation v. Wantman Group, Inc., AAA01-21-0003-6723	American Arbitration Association	Disputed claims for alleged breach of contract between contractor and design team.	Settled	Confidential
KAST Construction v. Hunters Run Property Owners Assoc., 50-2020-CA-000769-XXXX-MB	15th Judicial Circuit Court Palm Beach County, FL	Disputed claims for alleged breach of contract between contractor and design team.	WGI was dismissed (2022)	\$0.00 as to WGI
Ari Goldblatt, et al, v. Hunters Run Property Owners Association, Inc. v. Wantman Group, Inc. 50-2020-CA-004545	15th Judicial Circuit Court Palm Beach County, FL	Personal injury case resulting from child slipping on a pool deck.	WGI was dismissed (2021)	\$0.00 as to WGI
Ranger Construction v. WGI, Inc. 50-2020-CA-002166-XXXX-MB	15th Judicial Circuit Court Palm Beach County, FL	Disputed claims for alleged breach of contract.	Settled	An amount less than \$5,000.
WGI, Inc. v. City of Fort Lauderdale, Florida. CACE-22-001050	17th Judicial Circuit Court Broward County, FL	Bid dispute/protest.	Dismissed following settlement (2022)	N/A
Beck Architecture/ Beck Ltd. v. Big Red Dog, WGI, et al (Omni Resort, Austin, TX)	Travis County, TX	Disputed claims regarding contract plan details against a firm WGI acquired	Dismissed following settlement (2021)	Confidential
Plum Owner Ft. Collins Co., LLC v. Wantman Group, Inc., N/K/A WGI, Inc. Civil Action No.: 1:22-cv-02953-MEH	United States District Court of Colorado	Disputed claim of successor liability for alleged breach of contract between contractor and a firm WGI acquired.	Dismissed following settlement (2022)	Confidential



SIMILAR PROJECT EXPERIENCE



HAVANA DRIVE BRIDGE | PALM BEACH COUNTY, FLORIDA

WGI provided structural engineering design to replace an existing concrete bridge with two 60 inch diameter HDPE pipe culverts. WGI's design accounted for unique site constraints due to existing aging utilities, close residential properties with aging seawalls, and the bridge being the single access point to the island. The bridge replacement was completed using phased construction to maintain at least one lane of traffic at all times. The culverts are enclosed within flowable fill behind concrete headwalls and retaining walls supported on helical piles.



AUDUBON CAUSEWAY BRIDGE | PALM BEACH COUNTY, FLORIDA

WGI provided design for a new two-lane bridge after performing an initial condition assessment and load rating. The bridge plans were phased to maintain one lane of traffic to the island at all times. In addition to the bridge design and replacement of the wing walls and abutments, the existing utilities needed to be relocated. During construction, WGI attended meetings, reviewed shop drawings, conducted site visits, responded to contractor RFI's, and provided as-built drawings upon completion. A final inspection and final certification report were provided.



TEQUESTA DRIVE BRIDGE | PALM BEACH COUNTY, FLORIDA

WGI designed a new two-lane bridge for Tequesta Drive over the North Fork of the Loxahatchee River. The existing bridge was too deteriorated for a phased replacement, so emergency services had to maintain split services during construction. WGI incorporated decorative elements like planting areas, arched panels, and decorative railing into the design, while ensuring boating access and preserving seagrasses in the area. The bridge was funded by FDOT's Local Agency Program.



REFERENCES



Shari Howell | Finance Director City of Clewiston

PROJECT:
C-21 Bridge, Clewiston, Florida

ADDRESS:
115 West Ventura Avenue
Clewiston, Florida 33440
p. 336.983.1484 ext. 103
e. shari.howell@clewiston-fl.gov

PROJECT DATES:
Design Fees: \$250K
Construction Cost: \$4.2M

SERVICES PROVIDED:
Bridge Design
Construction Administration

TOTAL COST:
Design Fees: \$250K
Construction Cost: \$4.2M

PROJECT MANAGER:
Jeff Bergmann, PE

KEY STAFF:
Chris LaForte, PE, and TJ Tustin, PE



James D. Gray, Jr. | Executive Director Sebastian Inlet District

PROJECT:
Sebastian Inlet Jetty, Sebastian, Florida

ADDRESS:
114 Sixth Avenue
Indialantic, Florida 32903
p. 321.724.5175
e. jgray@sitd.us

PROJECT DATES:
Design: December 2021
Construction: Ongoing

SERVICES PROVIDED:
Construction Documents
Structural Engineering

TOTAL COST:
Design/Consulting \$255K

PROJECT MANAGER:
Jeff Bergmann, PE

KEY STAFF:
Chris LaForte, PE, Eric Matthews, PSM, and
TJ Tustin, PE



Timothy S. Carter, PE | Principal Engineer South Florida Water Management District

PROJECT:
SFWMD S-140 Pump Station
Broward County, Florida

ADDRESS:
3301 Gun Club Road
West Palm Beach, Florida 33406
p. 561.682.2549
e. tcarter@sfwmd.gov

PROJECT DATES:
Design: June 2016
Construction: March 2020

SERVICES PROVIDED:
Structural Engineering

TOTAL COST:
Design: \$389.2K
Construction: \$12M

PROJECT MANAGER:
Jeff Bergmann, PE

KEY STAFF:
Chris LaForte, PE, Eric Matthews, PSM, and
TJ Tustin, PE

“The City retained the firm following all applicable State and County standards. As such, they were ranked #1. Staff assigned proved to be very knowledgeable and effective. The overall design was very well received by the local residents and tourists alike. The project was difficult and time consuming, but in the end it was a complete success. The firm was instrumental to ensuring such success.”

 **Horacio Danovich**
Capital Improvements and Innovation District Director, City of Pompano Beach

“Extremely professional staff and excellent work product.”

 **Jamie Brown**
Town Manager, City of Lake Worth Beach



RESUMES

Chris is a senior project manager at WGI. He has served as the engineer of record, project manager, and lead design engineer for various types of projects, including ocean piers, oceanfront seawalls, seawalls and retaining walls, highway, local, and pedestrian bridges, pump stations, gate structures, concrete masonry, steel-framed building, and miscellaneous structures. Chris has managed projects for state and local governmental agencies and private clients.

RELEVANT EXPERIENCE

Camino Real Road/Boca Club Bridge over Intracoastal Waterway, Palm Beach County, FL. Chris provided structural engineering design for the approach spans of the Boca Club Bascule bridge including the superstructure, sidewalk and barrier replacement, replacement of the abutments and intermediate piers 2 and 5 of the substructure, replaced the fender system with new walers and pile cable ties, replacement of east and west approach slabs, and designed and relocated a replacement for the bridgetender house. Design modifications were made to drainage scuppers on the bridge, relocation of traffic lights and barriers, upgraded existing guardrails, widening of the existing bridge lanes from 10'-0" to 12'-3" with the inclusion of gutters. Modifications to the bascule spans, roadway grading, pedestrian guardrails, sidewalks and overhead lighting to accommodate the widened approach spans.

Havana Drive Bridge, Palm Beach County, FL, City of Boca Raton. Chris provided structural engineering design for the replacement of an existing concrete bridge with two 60 inch diameter HDPE pipe culverts. The bridge replacement was completed using phased construction in order to maintain at least one lane of traffic at all times. The culverts are enclosed within flowable fill behind concrete head walls and retaining walls supported on helical piles. Vinyl sheet pile walls were used as temporary cofferdams during construction and as a permanent toe wall beneath the retaining walls. Permits were obtained from South Florida Water Management District, Department Environmental Protection, U.S. Coast Guard, Army Corps of Engineers, and Palm Beach County Health Department (water & sewer). During construction, WGI provided periodic site visits for sheet pile driving, helical anchor monitoring, rebar placement, and concrete casting. WGI responded to RFI's and change orders, reviewed shop drawings, conducted a semi-final and final inspections, and provided certifications and close-out.

George Bush Boulevard over Intracoastal Waterway, Palm Beach County, FL, Palm Beach County. Chris provided structural engineering services for the replacement of the intermediate bents of the approach span on both sides of the George Bush Boulevard Bascule Bridge. Chris designed temporary steel framed crutch bents that were installed through the existing reinforced concrete superstructure and the steel frame superstructure. The steel framed crutch bents were installed in augercast concrete foundations installed in the Intracoastal waterway. After installation of the crutch bents the existing concrete enclosed steel frame piers were demolished and replaced with a reinforced concrete pier. The foundations for the crutch bents were used as additional support for the new concrete bridge pier. Repairs were completed for portions of the concrete and steel superstructures.

Tequesta Drive Bridge over North Fork of the Loxahatchee River, Palm Beach County, FL, Village of Tequesta. Chris provided structural engineering services for the design of a new 50-foot wide by 300-foot long multi-span bridge on Tequesta Drive. The bridge was designed as a five span prestressed concrete bridge to replace an existing bridge. The bridge was constructed with prestressed concrete piles, concrete pile caps, and prestressed concrete deck units that were transversely post tensioned. The bridge abutment and wing wall designed included both concrete king pile retaining walls and steel sheet piling. The center span of the new bridge was raised approximately five feet to allow for increased boat traffic under the bridge with the outer spans equipped with decorative precast concrete spandrel arch panels that provide the Village's desired appearance. The bridge approach incorporates the use of a tiered retaining wall and seawall design that provides areas for planting and to provide a more natural visual transition between the neighboring properties and the elevated bridge. Decorative features above the bridge include a bridge paver median and pedestrian walkways, decorative aluminum railing, bridge traffic lighting, seating and viewing areas on each corner of the bridge approach, and decorative light from the water up on the arched spandrel panels. During construction WGI reviewed shop drawings, responded to contractor RFIs, attended construction meetings, reviewed test pile data, and conducted periodic site visits.

PROJECT MANAGER



Chris
LaForte, PE

REGISTRATIONS:

Professional Engineer:
Florida #76797, 2013
Michigan #60389, 2013

EDUCATION:

Master of Science, Civil Engineering
(Structural)—Michigan Technological
University, 2006
Bachelor of Science, Civil Engineering
(Structural)—Michigan Technological
University, 2005

AFFILIATIONS:

Florida Engineering Society

YEARS OF EXPERIENCE

TOTAL: 17 WITH WGI: 17

RESIDING LOCATION:

Greenacres, Palm Beach County



PRINCIPAL IN CHARGE

Jeff has vast experience in managing civil and structural engineering projects in both the public and private sectors related to regulatory compliance, structural and civil engineering design and construction, construction administration, and contract management. With his recent work on Florida piers and four decades of structural engineering experience, Jeffrey will prove integral in providing support for the project director.

RELEVANT EXPERIENCE

Audubon Causeway Bridge, Palm Beach County, FL, City of Manalapan. Jeff provided design for a new two-lane bridge. The bridge plans were phased to accommodate at least one lane of traffic to the island at all times. In addition to the bridge design, the existing utilities need to be relocated. During construction, WGI attended meetings, reviewed shop drawings, conducted site visits, responded to Contractor RFI's and provided as-built drawings upon completion. A Final Inspection and Final Certification and report were provided.

Lantana Beach Pavilion, Palm Beach County, FL, Town of Lantana. Jeff developed a basemap including design and detailing of a 30-foot by 3-foot elevated wood and composite deck structure for the Lantana Municipal Beach. The elevated deck utilized a composite decking with heavy timber framing and timber pilings. A timber piling foundation system was designed as well as a deck skirt enclosure to prevent public access.

CR 880 Horizon Bridge, Palm Beach County, FL, Prolime Corporation. Jeff provided engineering for a bridge entrance into the Horizon Composting Facility. WGI provided design for a three-span bridge crossing the L-13 Canal. The new structure was designed to meet current AASHTO and FDOT requirements for traffic safety and Florida Legal Loads. The bridge will accommodate a 50-foot right-of-way, with an entrance throat at the connection point prior to CR 880 which will accommodate a 55-foot fire rescue design vehicle. Structural engineering included substructure design, end abutments, wingwalls, erosion control of the embankment and toe of slope, superstructure design, barrier wall design and coordination with the civil engineer for road grades at the bridge approach. Also included was coordination with the Landscape Architect for bridge aesthetics. Permits for the bridge were submitted to SFWMD and Palm Beach County Land Development Driveway Connection Permit.

SFWMD S-140, Broward County, FL, SFWMD. Jeff provided design, calculations and construction documents for a 170-foot long service bridge for an automated trash rake, including pile design, pile cap design, bridge deck, bar screen, bar screen support and substructure support of the trash rack stand, guide rails, and beam. Steel sheet pile abutments at each end of the bridge were design to provide scour protection for the approach slab and bridge abutments. During construction, WGI reviewed shop drawings, conducted site visits and attended progress meetings.

C-21 Bridge Canal Crossing, Hendry County, FL, City of Clewiston. Jeff assisted in developing an evaluation of the construction time-frame associated with the S-169 relocation and the C-21 rehabilitation. WGI provided planning, site selection, and final design of a new bridge crossing the C-21 Canal. Planning and site selection addressed any land issues, including zoning, ownership, public interest, environmental assessment, and compliance with Hendry County Comprehensive Plan and plans for the city of Clewiston as well as permitting with local, state, and federal agencies. WGI provided structural engineering for the approximately 105-foot clear span bridge. The bridge accommodates two 12-foot travel lanes, a single 6-foot minimum sidewalk and the bridge barrier walls.

John D MacArthur Beach State Park Estuary and Dune Crossover Boardwalks, Palm Beach County, FL, FDEP. Jeff provided complete design and permitting for 1,600 linear feet of estuary boardwalk rehabilitation. The project entailed restoration of components of the existing causeway boardwalk (bridge). The bridge was constructed with a concrete pile and pile cap substructure and a heavy structural timber truss superstructure with structural steel plate connections. The following elements were identified to be rehabilitated; exposed portions of the concrete piles, concrete pile caps, connections between the timber superstructure, horizontal top and bottom truss chords, vertical truss members, diagonal truss members, steel fasteners and gusset plates, splice connections, transverse cross beams, longitudinal joists, and the top rail boards. Within each work section, the decking boards were replaced in kind with pressure-treated southern yellow pine.



Jeff
Bergmann, PE

REGISTRATIONS:

Professional Engineer, Florida
#50159, 1996

EDUCATION:

Bachelor of Science, Civil
Engineering—University of New
Mexico, 1984

AFFILIATIONS:

American Society of Civil Engineers
Florida Engineering Society

YEARS OF EXPERIENCE

TOTAL: 40 WITH WGI: 11

RESIDING LOCATION:

Wellington, Palm Beach County



Brett has extensive planning, design, permitting, value engineering, and construction management experience covering municipal infrastructure, civil/site design, and land development projects. His experience includes providing professional consulting services for both private and municipal sector clients. Serving as project manager, Brett's projects include large-scale residential, commercial, and mixed-use developments; petroleum facilities; marinas; dredge and fill projects; water resources; stormwater management systems; utility improvements; roadway projects; municipal parks; and infrastructure design.

RELEVANT EXPERIENCE

Pompano Beach Pier, Broward County, FL, City of Pompano Beach, QA/QC Officer. Brett provided QA/QC review for this project. WGI designed an 864-foot replacement fishing pier. The design of the pier walkway forms a circle around a bait shop and continues east. The walking surface is approximately 20-feet wide up to the mean high-water mark. Beyond the mean high-water line, the deck widens to 30 feet to the east end of the pier. In lieu of the previous octagonal shaped end, the structure was designed to represent the head of a pompano fish, similar to the City's logo. Amenities on the pier include four shade structures, electrical outlets for maintenance staff, freshwater hose bibs, a dry fire line for fire safety, and three fish gutting stations. Design also includes lighting on the pier, which meets requirements for sea turtle-friendly lighting, along with environmental education signs. For the work completed on the Pompano Beach Fishing Pier, WGI was recognized by ACEC Florida as the recipient of an Engineering Excellence Award of Honor.

Marine Way Seawall and Docks—Phase I, Palm Beach County, FL, City of Delray Beach, Contract Manager. Brett provided overall discipline coordination and schedule and acted as the primary liaison to the client, responsible for the overall delivery and performance of the project. The City of Delray Beach contracted WGI to provide up to three conceptual plans for the improvement of the Marine Way corridor, which included the following improvements: roadway to access the residential lots, new sea wall, sidewalk, docks, underground utilities, lighting, signage, landscaping, and connection to the Atlantic Avenue bridge on the north and the City marina to the south. WGI performed various services and presented three conceptual plans for residents, business owners, property owners, and the City Commission. In addition, at the end of Phase I of the scope of services, WGI presented a design to the City that met regulatory requirements and addressed the City's and local stakeholders' expectations.

City of Delray Beach Marina—Sea Wall and Boat Dock Improvements, Palm Beach County, FL, City of Delray Beach, Project Manager. Brett was the project manager for this project. He provided overall discipline coordination, schedule and acted as the primary liaison to the client. During Phase I of this project, WGI performed a structural assessment of the sea wall, marginal docks, and finger piers. A report was presented to the City of Delray Beach outlining the condition assessment and recommended corrective actions. In addition, WGI prepared construction documents for the repair/replacement of the concrete sea wall and cap and for the replacement of the finger piers at the Delray Beach Marina. The sea wall cap was raised to account for future sea-level rise and marine vessel wave action. All existing wooden piers were removed and replaced with new floating finger piers. WGI assisted the City with the public bidding of the project including attendance at the pre-bid meetings, responding to requests for information, review of bids, and preparation of a bid recommendation letter to the City.

Seville Street and Sebastian Street Replacements at the Intracoastal Waterway, Broward County, FL, City of Fort Lauderdale, Contract Manager. Brett was the contract manager for this project. He provided overall discipline coordination, schedule and acted as the primary liaison to the client. The project was completed within an accelerated schedule, design, and construction documents for two sea wall replacements, inline tidal check valves, outfall pipe replacements, and milling and resurfacing of Sebastian and Seville Streets. This project included surveying, utility coordination, environmental permitting, structural, and civil engineering. The sea wall elevations were raised per the City of Fort Lauderdale's ordinance to ensure coastal resilience and to mitigate the effects of tidal flooding and sea-level rise. Drainage improvements were introduced to prevent surcharge of the stormwater system due to the elevated stages of the Intracoastal waterway.



**Brett
Oldford, PE**

REGISTRATIONS:

Professional Engineer - Florida
#PE61795, 2004

EDUCATION:

Bachelor of Science, Civil
Engineering - Florida State
University, 2000

AFFILIATIONS:

American Public Works Association
Florida Engineering Society

YEARS OF EXPERIENCE

TOTAL: 29 WITH WGI: 8

RESIDING LOCATION:

Hobe Sound, Martin County



Since beginning his career in 2004 with WGI, Keegan has worked on a wide variety of roadway design projects for the Florida Department of Transportation. He has developed an extensive range of project management skills and a diverse background in a number of transportation related disciplines, including roadway design, temporary traffic control, signing and marking, signalization, tolling facilities and ITS.

RELEVANT EXPERIENCE

Turnpike Mainline Widening with Express Lanes from Osceola Parkway to the Beachline Expressway, Orange County, FL, Florida's Turnpike Enterprise, Project Manager. Keegan served as project manager and engineer of record for roadway and signing and pavement marking plans. WGI completed final design plans for the widening of Florida's Turnpike from Osceola Parkway to the Beachline Expressway and the remaining three movements/ramps at the Turnpike/SR 417 interchange. These ramps include Ramp A2 (northbound Turnpike SR 91 to southbound SR 417), which includes the construction of a 1,882-foot long Category II/third level steel box girder bridge structure; Ramp C2 (southbound Turnpike SR 91 to northbound SR 417), which includes the construction of a 1,715-foot long Category II/third level steel box girder bridge structure; and Ramp D1 (southbound Turnpike SR 91 to southbound SR 417). Improvements associated with this project also include the reconstruction and/or widening of the Osceola Parkway and Orlando South Interchange exit/entry ramps, including the replacement of the existing ramp bridge at the Orlando South Interchange. Other bridge improvements include the replacement of the SR 91 bridges over the Central Florida Rail Corridor and over Central Florida Parkway/CSX Railroad Spur, and the replacement of the existing Orange County roadway overpasses at CR 527 (Orange Avenue) and Taft-Vineland Road. Other improvements include signing and pavement marking related to the implementation of express lanes, drainage and stormwater management improvements, highway lighting within the interchange limits, upgraded ITS infrastructure, and the addition of three tolling facilities.

HEFT (SR 821) Widening from SR 836 to NW 106th Street, Miami-Dade County, FL, Florida's Turnpike Enterprise, Project Manager. Keegan served as project manager on this project and engineer of record for roadway plans. The project consisted of completion of final design plans and construction specifications for widening of the HEFT from south of SR 836 (Dolphin Expressway) to NW 106th Street to ten lanes, including the incorporation of express lanes. Project included design and inclusion of the ultimate HEFT/SR 836 interchange incorporating all movements to and from the two expressway facilities, including direct connections to the HEFT express lanes to and from the west, and incorporation of a new northbound entry ramp at NW 41st Street from NW 117th Avenue. The project design included roadway, drainage, stormwater management, signing and pavement marking, structures, toll gantries and facilities, ITS, lighting, environmental permitting, landscape architecture, utility coordination, subsurface and survey. The structural scope included numerous Florida I-Beam bridge widenings and additional curved steel flyovers at the SR 836/HEFT interchange.

Widen Turnpike Extension North of Campbell Drive to Tallahassee Road, Miami-Dade County, FL, Florida's Turnpike Enterprise, Project Manager. Keegan served as project manager on this project. As part of FTE's first fully integrated 3D model design for a mainline widening, WGI partnered with FTE to progress and improve 3D design workflows, quality control procedures, and project requirements. This project consisted of the completion of final design plans and construction specifications for the widening of the Turnpike Extension of the Florida's Turnpike (SR 821) from Campbell Drive to north of Tallahassee Road to six lanes including the incorporation of managed lanes within this segment. Scoped project improvements included widening of the exit/entrance ramps at the Biscayne Boulevard and Tallahassee Road interchanges and the incorporation of a new northbound entry ramp at Tallahassee Road. Off-system improvements include the widening of Tallahassee Road to coincide with Turnpike ramp improvements and to incorporate complete streets elements requested by Miami-Dade County. The project design scope includes roadway, drainage and stormwater management improvements, numerous bridge widenings, noise barriers, highway signing and pavement marking improvements to extend the managed lanes system south to mile post 4, signals, lighting, and upgrading existing ITS infrastructure.



Keegan
Larson, PE

REGISTRATIONS:

Professional Engineer, Florida
#PE69176, 2009

EDUCATION:

Bachelor of Science, Civil
Engineering - Purdue University,
2003

CERTIFICATIONS:

Advanced Maintenance of Traffic
Advanced Temporary Traffic
Control

AFFILIATIONS:

Florida Engineering Society, FES #
9008416
National Society of Professional
Engineers

YEARS OF EXPERIENCE

TOTAL: 20 WITH WGI: 20

RESIDING LOCATION:

Jupiter, Palm Beach County



Angela has extensive experience in the management and design of a variety of projects throughout Florida. Her range of work includes mixed-use developments, transportation projects, and residential community design. Serving as a project manager, she is responsible for site and landscape design, manages projects through the local agency approval process, and assists clients from concept through construction to ensure their design intent is maintained.



Angela Biagi, PLA, LEED AP BD+C

RELEVANT EXPERIENCE

CEI Services for City Marina, Palm Beach County, FL, City of Delray Beach, Planner. Angela provided public outreach services, including public meetings and management of the website and hotline. WGI performed construction administration related to the improvements of the City of Delray Beach Marina. The improvements included raising and repairing structural damage to the existing seawall, the installation of new floating docks, enhancements of the surrounding walkways and sidewalks to accommodate for Americans with Disabilities Act (ADA) compliance and provide improvements to the electrical, water/sewer, lighting, landscaping and irrigation, security, and stormwater components. Services performed included general administration of the construction contract, full-time inspection, conducting meetings, review of contractor submittals, pay applications, and change orders. WGI also reviewed the construction for substantial completion and final acceptance, reviewed the contractor submitted record drawings, and assisted the City with the close-out procedures for construction and regulatory permits.

Marine Way Seawall and Dock Repair Phase 2, Palm Beach County, FL, City of Delray Beach, Planner. Angela provided public outreach services, including public meetings and management of the project website. This sustainability project for the City of Delray Beach's Marine Way Seawall and Dock Replacement is the final piece of the Veteran's Park to City Marina seawall and dock improvements and the third award for WGI. This project started in 2008 when the City originally contracted WGI to perform due diligence services for the Marine Way corridor. The project limits extend from Veteran's Park south to the northern side of the City Marina and from the Intracoastal Waterway west to the FEC railroad tracks. The project is designed to adapt to climate change and rising sea levels, while also providing a stormwater pump station which serves the drainage basin as well. There are approximately 600 linear feet of new seawall and at least one and a half times that for docks. WGI provided extensive public outreach to notify, coordinate, and listen to the stakeholders within the project limits. Outreach activities included personal interviews with stakeholders, public meetings, City Commission meetings, and updating the project website.

South Dixie Highway Streetscape/Landscape Improvements from Albemarle Road to Okeechobee Boulevard, Palm Beach County, FL, City of West Palm Beach, Project Manager/Landscape Architect of Record. Angela was the project manager and landscape architect of record. She also coordinated the public outreach efforts. WGI provided urban design and lead the public outreach efforts for this 1.5-mile road diet project. This corridor is home to many restaurants, retail shops, and adjacent residential neighborhoods. With this in mind, the City and community desired to create a complete and walkable street to improve safety, access to local businesses, and aesthetics along the corridor. The WGI Team took special care to ensure that the streetscape design addressed the existing infrastructure constraints of the corridor, access to business entrances, and signage visibility. A unique feature of the design is that the City and business owners wanted the landscape to respond to the nature and brand of the individual businesses rather than a homogenous streetscape.

Banyan Blvd. from Australian Avenue to Flagler Drive, Palm Beach County, FL, City of West Palm Beach, Landscape Architect of Record. Angela led the urban design and served as landscape architect of record on the project. Banyan Boulevard functions as a gateway into downtown West Palm Beach for many government employees and residents. The corridor provides access to the waterfront and a connection to the heart of the downtown entertainment district. The goal of this corridor redevelopment was to create a vibrant street and a downtown gateway, prioritizing pedestrians and cyclists, and designed with alternative mobility infrastructure, as well as safe accommodation of automobiles.

REGISTRATIONS:
Professional Landscape Architect:
Florida #6665787, 2005
Professional Landscape Architect:
Illinois #157.001640, 2017
EDUCATION:
Bachelor of Landscape
Architecture—University of Illinois,
2001
CERTIFICATIONS:
LEED BD+C
AFFILIATIONS:
American Society of Landscape
Architects
Congress for the New Urbanism
United States Green Building
Council
YEARS OF EXPERIENCE
TOTAL: 22 WITH WGI: 9
RESIDING LOCATION:
Lake Worth Beach, Palm Beach
County



LANDSCAPE ARCHITECT

Jason has two decades of experience in a range of project types, including planning and design for transportation, commercial, and large-scale residential and municipal projects. His experience includes multiple aspects of the design process, including concept generation, site inventory, site and master planning, landscape and irrigation design, project specifications, green design and infrastructure, and construction observation.

RELEVANT EXPERIENCE

HEFT Widening from I-75 to NW 57th Avenue, Broward and Miami-Dade Counties, FL, Florida's Turnpike Enterprise, Landscape Architect of Record. Jason was the landscape architect of record, responsible for overseeing the development of landscape opportunity plans for the corridor. This project includes mainline widening from six to eight lanes with three general-purpose plus one express lane in each direction from I-75 to the south of the Red Road/NW 57th Avenue interchange in Miami-Dade and Broward counties. One all electronic tolling (AET) toll gantry structure was provided for the northbound express lane. This project borders several other design projects, including the HEFT Express Lane Widening from NW 57th Avenue to Miramar, the HEFT Express Lane Widening design-build project to the south, and the I-75 interchange improvements being implemented by District 4. Other improvements included bridge widening, noise barrier, drainage, signing and pavement marking, Intelligent Transportation Structure (ITS), and lighting. WGI delivered the project in 3D design-compatible format following FDOT guidelines.

NW 21st Avenue from Oakland Park Boulevard to Commercial Boulevard, Broward County, FL, FDOT District 4, Landscape Architect. Jason oversaw the development of landscape and irrigation submittal packages. This project widened the road to add buffered bike lanes, sidewalks at gap locations, upgrading ADA features, replacing the existing bridge over the SFWMD C-13 canal, drainage, pavement markings, and any work that is associated with the addition of the bike lanes and/or sidewalk such as signing, lighting, signalization, and/or landscaping. This project also included utility coordination, survey, and geotechnical exploration. In addition, this project will retrofit lights at the intersections of Oakland Park Boulevard at NW 21st Avenue and Commercial Boulevard at NW 21st Avenue to meet current lighting criteria for horizontal and vertical illuminance.

I-75 Express Lanes from South of Sheridan Street to North of Griffin Road (Segment D) Design-Build, Broward County, FL, FDOT District 4, Landscape Architect. Jason served as the landscape architect for the I-75 Express Lanes Segment D improvements included design and construction of new express lanes within the existing 166-foot wide median consisting of barrier wall separated, four-lane tolled roadway. The project also included the reconstruction of the Sheridan Street interchange. Additional improvements included a new I-75 express lanes bridge over the C-11 Canal, widening and lengthening of the existing Sheridan Street overpass bridge, and milling and resurfacing of the I-75 general purpose lanes. Services included roadway and drainage design, traffic control, environmental permitting, survey, landscape architecture, miscellaneous structures, and public involvement.

I-75 Express Lanes from South of Miramar Parkway to South of Sheridan Street Design-Build (Segment C), Broward County, FL, FDOT District 4, Landscape Designer. Jason served as the landscape designer for the Segment "C" improvements include design and construction within the existing 166-foot wide median and consisted of a barrier wall divided, four-lane tolled roadway. Each direction will have two, 12-foot travel lanes with six-foot paved inside shoulders and 12-foot (10 feet paved) outside shoulders. The project also includes the construction of the Pembroke Road Overpass Bridge replacing the I-75 bridges at the C-4 with a culvert, as well as the reconstruction of the Miramar Parkway Interchange, including the Miramar Parkway Bridge over I-75. As prime designer, WGI's services include roadway and drainage design, traffic control, environmental permitting, survey, landscape architecture, and public involvement.



Jason
Mihalovits, PLA,
LEED AP

REGISTRATIONS:
Professional Landscape Architect: Florida #LA6667128, 2012

EDUCATION:
Bachelor of Arts, Landscape Architecture—University of Florida, 2007

CERTIFICATIONS:
LEED AP

AFFILIATIONS:
American Society of Landscape Architects
United States Green Building Council

YEARS OF EXPERIENCE
TOTAL: 21 WITH WGI: 9

RESIDING LOCATION:
Boca Raton, Palm Beach County

CIVIL ENGINEER

Chris is a results-oriented project engineer and project manager with the ability to simultaneously manage and coordinate multiple engineering projects. He specializes in the design, regulatory agency permitting, and preparation of construction documents for water distribution, wastewater collection, stormwater collection, and site grading for a variety of projects for both public and private clients.

RELEVANT EXPERIENCE

Palmetto Park Road Over E-4 - SA 2, Palm Beach County, FL, Palm Beach County Engineering, Phase Manager. Chris prepared and submitted permit applications along with the required design documents for the proposed improvements. In addition, when construction commences, Chris will attend a pre-construction meeting, review shop drawings, perform periodic field observations, respond to contractor RFI's, coordinate and submit record drawings, and submit a construction certification package upon completion. WGI designed approximately 500-linear feet of 16-inch DIP force main relocation on new bridge pile caps crossing over the E-4 Canal on Palmetto Park Road.

Murphy Road Bridge, Martin County, FL, Martin County Board of County Commissioners, Phase Manager. Chris served as the phase manager for the new Murphy Road bridge replacement was designed to meet current AASHTO and FDOT criteria loads including all Florida legal loads and permit vehicle loading. Prestressed concrete piling, concrete pile caps and prestressed concrete flat slab deck units were utilized for the project. Sidewalk on both sides of the bridge and traffic barriers meet or exceed the traffic safety and ADA standards and safe sight distances. Drainage from the new bridge deck is collected and treated in swales located at each end of the bridge to provide water quality and meet current criteria as defined by Martin County and SFWMD. Martin County has received LAP funding to replace the bridge at Murphy Road over the C-23 canal and requested WGI provide services to update the plan set and cost estimate to meet the requirements of LAP funding.

Purdy Lane Aerial Utility Crossing over LWDD E-3 Canal, Palm Beach County, FL. Located at Purdy Lane over the Lake Worth Drainage District E-3 Canal in Palm Beach County, this bridge widening project includes the design of aerial crossings for the 12-inch DIP watermain and the 12-inch DIP sanitary sewer force main to accommodate the proposed bridge locations. WGI's services include geotechnical investigation, utility engineering design development, construction documents, structural design, permitting and bid support and construction phase services.

Kudza Road WM Relocation, Palm Beach County, FL, Village of Palm Springs, Project Manager/Civil Engineer of Record. Chris served as the project manager and civil engineer of record. Working with the Village of Palm Springs, WGI's civil engineering group will be assisting our roadway and structural group to relocate an existing eight-inch water main and 12-inch force main to accommodate a box culvert replacement project along Kudza Road. The scope of work includes the design and permitting for the new utility relocations.

Prairie Road over Lake Worth Drainage District L-8 Canal Bridge Replacement, Palm Beach County, FL, Palm Beach County Roadway Production, Phase Manager. WGI provided design services for the replacement of the existing bridge at Prairie Road over the L-8 Canal. The bridge accommodates two 11-foot traffic lanes, a four-foot bike lane and six-foot sidewalk on each side, meeting current traffic safety and legal load standards. Limits of roadway pavement improvements in the vicinity of the bridge replacement extend approximately 300 feet. The bridge was designed as a single-span structure meeting the low member and minimum span requirements as dictated by Lake Worth Drainage District (LWDD). Utility ducts were placed in the sidewalks for communication cable as necessary. WGI prepared and submitted applicable permit applications to SFWMD and LWDD.

Palmetto Park Road over E-4 - Utility Relocation, Palm Beach County, FL, City of Boca Raton, Project Manager. Chris served as the project manager for the Palm Beach County proposed replacement of the bridge over the E-4 Canal and to improve adjacent portions of Palmetto Park Road in the City of Boca Raton. Modifications to the existing utility systems were required to accommodate the improvements, including the relocation of an existing eight-inch water main and 16-inch force main. WGI provided design of approximately 250 lineal feet of eight-inch DIP water main relocation on the new bridge pile caps crossing over the E-4 Canal and approximately 800 lineal feet of eight-inch water main, 200 lineal feet of 16-inch force main and deflections of the 16-inch force main along Palmetto Park Road.



Chris
Holmes, PE

REGISTRATIONS:

Professional Engineer, Florida
#PE66344, 2007

EDUCATION:

Bachelor of Science, Civil
Engineering - Florida State
University, 1999

AFFILIATIONS:

American Society of Civil
Engineers
Florida Engineering Society

YEARS OF EXPERIENCE

TOTAL: 24 WITH WGI: 10

RESIDING LOCATION:

Jupiter, Palm Beach County



Rick is responsible for upland and wetland determination, wetland delineation/permitting, maintenance and monitoring, due diligence for environmental assessment, tree mitigation, preservation, and relocation, regulatory compliance, and permitting. His responsibilities include GPS work, littoral and wetland plantings design, tabular tree lists, listed species surveys, preservation management plans, and preparation of permits and reports for clients and government agencies.

RELEVANT EXPERIENCE

ORCA Island Drive Bridge Repair, Monroe County, FL, Ocean Reef Community Association, Inc., Project Manager. Rick provided permitting and natural resource survey services for the project. The Ocean Reef Club Association (ORCA) contracted with WGI to provide permitting services to replace an aging seawall adjacent to an ORCA owned bridge. WGI performed a benthic resource survey to document natural resources within the project footprint including corals and seagrasses and prepared a report to include with permitting applications. WGI coordinated with the design engineer to optimize plans to meet state exemption criteria for replacement of seawalls with the Florida Department of Environmental Protection, federal thresholds for the Nationwide 3 Maintenance permit with the U.S. Army Corps of Engineers, and review by the Florida Keys National Marine Sanctuary.

Lemon Bay Bridge Permit Modifications, Sarasota County, FL, Dr. Adam Cohen, Project Manager. Rick was responsible for overall delivery of the project and coordination with the regulatory agencies and design team. The previously permitted project proposed a 400-foot long by 20-foot wide concrete bridge crossing mangrove wetlands to access two island parcels. Due to supply chain constraints, the bridge design was changed to a pre-fabricated lumber construction that resulted in changes in the project footprint. WGI assisted with modifying the authorizations for Sarasota County, Florida Department of Environmental Protection, and the US Army Corps of Engineers to reduce the impact footprint, adjust qualitative scoring methodologies, and update the proposed mitigation plan for the described changes. The modifications were performed prior to permit expirations to preserve the original authorizations avoiding a prolonged permit review process.

ATMS Arterial Traffic Management - Improve US 1 and SR 70 traffic, St. Lucie County, FL, FDOT District 4, Environmental Scientist. Rick provided wetland permitting services for each canal crossing. Services included benthic resource surveys and wetland delineations of each crossing. This design-build project includes the design and installation of the Advanced Traffic Management System along US 1 and SR-70 in St. Lucie County including a new fiber optic communications system, traffic signal cabinets, traffic cameras, travel-time detection, and system integration services. In addition to multiple miles of directionally drilled fiber optic ITS line, the project proposes to cross multiple North St. Lucie River Water Control District (NSLRWCD) canals via aerial attachment or Horizontal Directional Drilling (HDD). Two of these canal crossings are tidal waterbodies (Moore's Creek and Taylor Creek) which required seagrass surveys for benthic resources and permitting with the Florida Department of Environmental Protection (FDEP and the U.S. Army Corps of Engineers, as well as Right-Of-Way Occupancy permitting with the South Florida Water Management District.

Waterway Crossings Verizon Sourcing, Miami-Dade, Broward, and Palm Beach Counties, FL, Verizon, Environmental Scientist. Rick provided environmental support by performing benthic resource surveys and permitting the crossings. This project was part of a 1,250-mile high-profile fiber installation throughout South Florida's tri-county area. This project included environmental, survey, civil, and utility services related to 60 Intracoastal and waterway communication fiber crossings throughout the South Florida region, including Miami-Dade and Palm Beach counties. Services included seagrass studies, hydrographic and upland surveys, all associated permit drawings, and coordination with the other utility owners and right-of-way authorities, including state, county, and local municipalities. Permitting included local, state, and federal right-of-way and environmental authorities, including FDOT, SFWMD, FDEP, USACE Section 404/10, and the required state lands authorizations.



Rick
Harman, Jr., CEP, PWS

EDUCATION:

Bachelor of Science, Biology—Wake Forest University, 2002

CERTIFICATIONS:

Certified Environmental Professional

FDEP Stormwater Management Inspector

FWC Authorized Gopher Tortoise Agent

ISA Certified Arborist
Professional Wetland Scientist

AFFILIATIONS:

Florida Association of Environmental Professionals

International Society of Arboriculture

Society of Wetland Scientists

YEARS OF EXPERIENCE

TOTAL: 21 WITH WGI: 21

RESIDING LOCATION:

Stuart, Martin County



STRUCTURAL ENGINEER

TJ is structural engineer who is well versed in load analysis and design. He has design experience with steel, concrete, wood, and aluminum and has performed threshold inspections on a variety of projects including schools and health care facilities. He has worked closely with design professionals, general contractors, and aluminum manufacturers which has given him the knowledge to perform optimal, cost saving design and retrofit solutions. Serving as an engineer, TJ has designed projects including parking structures, office buildings, high end residences, docks, steel sheet piles, aluminum canopies/handrails/trellises and hurricane hardening of municipal buildings.

RELEVANT EXPERIENCE

Bill Keith Preserve Shoreline Restoration, Palm Beach County, FL, City of Fort Lauderdale, Design Engineer. TJ served as the structural lead as the City of Fort Lauderdale engaged WGI to create a shoreline protection zone along the southern extent of the Bill Keith Preserve Park adjacent to the New River. The proposed shore protection is approximately 750 linear feet and will be periodically separated to allow navigation for canoes, kayaks, paddle boards and other small vessels. The New River is a deep navigable channel with depths to 15 feet. The proposed shoreline protection consists of an alternating, offset, curved riprap groin structure in combination with a steel sheet pile toe wall for stabilization adjacent to the navigation channel. With the addition of the groin structure, WGI recognized that sediment depositions and the groin-shoreline water quality would be affected. As part of the shoreline protection project, sediment transport, incipient wave and channel flushing analysis of the groin impacts was performed. Through the distinct yet simple geometry of the breakwater, WGI was able to significantly mitigate the anticipated shore erosion while maintaining the crucial environmental flushing needed for continued water quality.

Anderson Landing Seawall, Dixie County, FL, Florida Department of Environmental Protection, Design Engineer. TJ provided engineering services for the design and permitting of the riprap revetment, stabilized pedestrian path from dock to restroom facility, and 10-20 feet of boat dock with a kayak launch. The riprap revetment replaced a failed wooden retaining wall.

910 S Ocean Boulevard, Palm Beach County, FL, The Cury Group, Design Engineer. TJ served as the structural lead for a 12,855-square-foot luxury residential structure will be constructed in Palm Beach, Florida. The residence will consist of two stories plus a basement. The structure is anticipated to be a concrete and masonry structure founded on a deep foundation system such as auger cast, helical or micro piles. In addition to the main house, we will also provide the design detailing and specifications for the ocean side cabana, the access tunnel and entrance stairs under A1A and the site walls and seawalls around the house and the cabana area. WGI will coordinate with the geotechnical engineer and the coastal engineer regarding the 100 year storm erosion analysis and preliminary sizing of structural members, including column and shear wall locations, beam sizes, and material selections. WGI will provide design services for the main house and cabana, including wind load design; hydrostatic and hydrodynamic flood loading design; special structural detailing; foundation design; design detailing of the frangible basement walls; design and detailing of the 1st and 2nd floor framing for the residential structure design and detailing of the grand stairway for the residence; design and detailing of the roof system utilizing either metal roof trusses or cast-in-place roof system; coordination with civil, architectural, plumbing, and mechanical; and provide construction documents.

1281 Spanish River Road Seawall, Palm Beach County, FL, City of Boca Raton, Design Engineer. TJ provided the City of Boca Raton structural engineering services for the design of a new seawall in need of replacement, engineering services included the demolition and installation of a new seawall, construction inspection observation, and project administration.



TJ
Tustin, PE

REGISTRATIONS:

Professional Engineer: Florida
#PE91257, 2021

Professional Engineer: Texas
#141194, 2021

EDUCATION:

Bachelor of Science, Civil
Engineering - University of Central
Florida, 2017

CERTIFICATIONS:

OSHA Fall Protection Authorized
Standard - Full Day

YEARS OF EXPERIENCE

TOTAL: 6 WITH WGI: 4

RESIDING LOCATION:

West Palm Beach, Palm Beach
County



Eric's experience covers a wide range of geospatial services. He has more than 25 of experience in the field and the office, with clients in both the private and public sector, including numerous federal, state, and local agencies. Eric has successfully managed numerous Federal, State, and local government surveying and mapping contracts including the USACE IDIQ Contract for Topographic and Hydrographic Surveying and Mapping Services to support the Jacksonville District, and the South Florida Water Management District Surveying and Mapping Services contract. Eric is the Area Manager and responsible for WGI's South Florida Geospatial Services. In addition to his professional surveying experience, Eric is the past president and an active member of the Indian River Chapter of the Florida Surveying and Mapping Society.



**Eric
Matthews, PSM**

RELEVANT EXPERIENCE

Town of Palm Beach Topo, Hydro, and Aerial FY19-20, Palm Beach County, FL, Town of Palm Beach, Project Manager. Eric served as the survey project manager. WGI provided annual topographic/hydrographic surveys of approximately 14 miles of beach shoreline in the Town of Palm Beach. Surveys were performed for the Florida Department of Environmental Protection (FDEP) coastal range monuments located in the upland dunes to approximately 3,000 feet offshore. Upland data was collected using real-time kinematics (RTK) GPS survey methods, and offshore data was collected by a hydrographic survey vessel using a single beam echo sounder coupled with RTK GPS and inertial measurement unit (IMU) for positioning. WGI also performed emergency topographic/hydrographic surveys before and after hurricane Dorian, in 2019, to assess beach erosion and sand migration. In addition, to the annual monitoring surveys, WGI provided semi-annual aerial imagery for beach and offshore reef monitoring. The imagery spans approximately 16 miles of shoreline, to 4,000 feet offshore, covering over 8,000 acres, and is critical to the monitoring and analysis of the reef condition.

Dune Crossovers, Palm Beach County, FL, Town of Jupiter, Project Surveyor. Eric provided professional survey services at 18 dune crossover locations. WGI provided survey services, structural design services, and construction phase services for this project. The Town of Jupiter maintains a total of 24 beach dune crossovers (walkovers) along A1A. The dune crossovers are used by residents and visitors to safely access the beach, but prevent damage to the dune vegetation, and depending upon the season, loggerhead turtle nests. The existing 18 beach dune crossovers have aged, and the harsh marine environment, storms, and vandalism have led to a condition that requires more extensive rehabilitation and replacement.

SFWMD STA 1 West Expansion Boundary Survey, Palm Beach County, FL, SFWMD, Project Manager. Eric was responsible for all survey coordination and deliverables. This boundary survey of 12 sections of land in western Palm Beach County required completion and certification within six weeks of notice to proceed to meet the SFWMD's accelerated closing schedule. The District needed the land to expand the existing STA and increase storage and treatment capacity. WGI provided field surveys that retraced the sections and corresponding plat and canal boundaries using two in-house field crews and one subconsultant field crew. The team provided and reviewed a full title commitment and rectified errors in previous surveys and legal descriptions in concurrence with the SFWMD's legal department. WGI monumented and referenced section corners set boundary corners, provided sketch and legal descriptions, and submitted final boundary survey maps that were approved on time and budget.

Broward County Water Preserve Area (BCWPA) C-11 MAA, Broward County, FL, US Army Corps of Engineers (USACE), Jacksonville District, Project Manager. Eric was responsible for providing weekly project reports and all deliverables. WGI provided construction support for the construction of the BCWPA C-11 MAA Berm. Support included staking of approximately 5,000 feet of berm centerline, staking approximately 20,000 feet of silt fence, pre-construction, and post-construction surveys of the MAA berm, establishing project control points, and conducting level loops between control points for verification. Deliverables were MicroStation DGN files of all surveyed areas for both pre-and post-construction. In addition, PDF cross-sections were provided during the interim process as requested for verification of proper construction.

REGISTRATIONS:

Professional Surveyor/Mapper:
Florida #LS6717, 2009

EDUCATION:

Bachelor of Science, Geomatics
University of Florida, 2007

CERTIFICATIONS:

CSX Safety

AFFILIATIONS:

Florida Surveying and Mapping
Society
MAPPS
National Society of Professional
Surveyors

YEARS OF EXPERIENCE

TOTAL: 29 WITH WGI: 12

RESIDING LOCATION:

Palm City, Martin County



Radek's project experience includes work on major/minor highway projects and urban and local roadways. He is responsible for a wide variety of subsurface utility engineering (SUE) assignments, including plan preparation, design surveys, utility agency/owner (UAO) communication, and survey calculations related to route surveys. Radek is also responsible for utility coordination and preparation of utility location surveys, including 3D modeling of existing utilities and conflict analysis. He is proficient in the use of CADD (MicroStation, AutoCAD), and global positioning systems, as well as GIS data management.

RELEVANT EXPERIENCE

Off-System Bridge Replacements throughout Palm Beach County, Palm Beach County, FL, FDOT District 4, SUE Project Manager. Radek was responsible for leading SUE operations. This project included roadway, structural, drainage engineering, utility coordination, surveying, and environmental permitting for four bridge replacements in Palm Beach County, including Seminole Drive over L-16 and El Clair Ranch Road over L-30 Canal. All are off-system bridges over Lake Worth Drainage District canals. El Clair Ranch Road bridge was raised to FDOT navigable standards. Additionally, this project was a pilot project for using auger cast piles.

Turnpike Ramp Bridge Replacement at PGA Boulevard, Palm Beach County, FL, Florida's Turnpike Enterprise, SUE Project Manager. Radek was responsible for leading SUE operations. The new ramp bridge was designed to span the future eight-lane section of Florida's Turnpike and the existing Florida Gas Transmission (FGT) lines located east of the northbound lanes. Extensive coordination occurred with FGT to clear the impacts of all project improvements in addition to the bridge construction. Additional improvements included increasing the northbound exit ramp capacity from a single lane to two lanes beyond the ramp terminal. The project's design phase scope incorporated interchange drainage, signing and pavement marking, ITS, and lighting improvements. Temporary traffic control plans were developed considering the project goals to maintain all interchange traffic during all phases of construction and to avoid disruption to toll collection operations.

SR 5/US 1 from SR A1A/Ocean Boulevard Beach Road Bridge, Palm Beach County, FL, FDOT District 4, SUE Services Manager. Radek was responsible for leading SUE operations. The project involved replacing the four-lane SR 5/US 1 Bridge (Bridge No. 930005) over the Loxahatchee River and Intracoastal Waterway, along with one mile of roadway approach reconstruction in Palm Beach County. The project replaced the existing four-lane bridge with a wider four-lane bridge constructed along the same alignment as the existing bridge. The new bridge accommodated seven-foot bicycle lanes and eight-foot sidewalks on both sides of the road. The Jupiter SR 5/US 1 Bridge is a mid-level bascule bridge to replace the existing low-level bascule bridge. The project improved both vehicular and waterway traffic flows.

SR 806 Atlantic Avenue from Lyons Road to Turnpike, Palm Beach County/SR 806 from Turnpike to Jog Road, Palm Beach County, FL, FDOT District 4, SUE Project Manager. Radek was responsible for leading SUE operations. Under WGI's surveying and mapping continuing services contract with District 4, two task orders were issued to cover 2.5 miles along SR 806 (Atlantic Avenue), a four-lane divided roadway for a full survey design from Lyons to Jog Road. This project consisted of improvements to SR 806, including the Turnpike Interchange and Lake Worth Drainage District's E2E Canal. WGI established control and set targets (60) for a terrestrial mobile lidar collection, hydrographic survey, utility designations, and drainage survey (81). WGI merged all data sets (terrestrial mobile lidar, RTK GPS, and hydrographic) into a unified digital terrain model. Static scans of bridges (E2E Canal and Turnpike) were performed and compiled into separate digital terrain models. The SUE team performed utility designation and test holes throughout the corridor to highlight any future conflicts that may arise.

Indiantown Road at I-95 Ramps, Palm Beach County, FL, FDOT District 4, SUE Project Manager. Radek served as the SUE phase manager. This multi-phased project consisted of control, design survey including right-of-way takings, digital terrain model, hydrographic survey, baseline creation, right-of-way establishment, and SUE (designates and locates). The team performed a design survey for this highly traveled roadway with a Leica Pegasus 2 terrestrial mobile lidar sensor to capture the surface at highway speeds without the danger of having field crews in travel lanes. Conventional field crews obtained soft shots outside the edge of the pavement and obscured from the mobile scanner. The team used a static scanner to capture the detail for the bridge over SFWMD' C-18 and obtained hydrographic data for 1,000 feet of C-18 with WGI's Z-Boat. The digital terrain model for this project incorporated all facets of the collection methods to deliver a quality surface ahead of schedule and below budget.



Radek
Grabowski

EDUCATION:

Associate of Arts - Palm Beach State College, 2012

YEARS OF EXPERIENCE

TOTAL: 28 WITH WGI: 13

RESIDING LOCATION:

West Palm Beach, Palm Beach County



Andrew has 18 years of experience including providing environmental, geotechnical and construction materials testing services for low and high-rise structures, infrastructure, utilities, water and wastewater treatment plants, pump stations, bridges, piers, stormwater treatment areas, canal improvements, reservoirs and dams, roadways, etc. He prepares and reviews geotechnical and materials engineering inspection reports, coordinates and supervises engineering staff and drilling personnel, and conducts foundation observations, foundation design reviews and geotechnical instrumentation monitoring.

He has provided oversight of field and laboratory testing programs during the construction phase of a variety projects, and supervised other engineers in the construction materials testing department. The testing programs typically included the performance of earthwork inspections, field and laboratory testing of soils, and field sampling of concrete. Andrew has also inspected and supervised testing programs during the construction of various roadway projects.

RELEVANT EXPERIENCE

Smith Sundry Road over the LWDD L-33 Canal Bridge Replacement, Palm Beach County, FL, Geotechnical Engineer of Record (EOR). Andrew served as the geotechnical EOR for the replacement of the existing bridge over the L-33 Canal. Foundation recommendations and pile capacity analyses were provided for 14- and 18-inch Precast Prestressed Concrete (PPC) piles.

Prosperity Farms Road over SFWMD C-17 Canal Bridge Replacement, Palm Beach County, FL, Geotechnical EOR. Andrew served as the geotechnical EOR for the replacement of the existing bridge over the SFWMD C-17 canal (Earman River). Foundation recommendations and pile capacity analyses were provided for 24-inch PPC piles.

North Shore Drive Pedestrian Bridge, Palm Beach County, FL, City of West Palm Beach, Geotechnical EOR. Andrew served as the geotechnical EOR for a proposed pedestrian bridge on the west side of the existing vehicular bridge over the Carver Canal. Foundation recommendations and pile capacity analyses were provided for 14- and 18-inch PPC piles.

Baywalk-MacArthur Pedestrian Bridge, Miami-Dade County, FL, City of Miami Beach, Geotechnical EOR. Andrew served as the geotechnical EOR for the design and construction of a pedestrian bridge over 5th Street and West Avenue near the east end of the MacArthur Causeway Bridge. Foundation recommendations and pile capacity analyses were provided for 48-inch drilled shafts and 14-inch augercast piles.

Bridge to Royal Palm Beach Apartments over SFWMD C-51 Canal, Palm Beach County, FL, Geotechnical EOR. Andrew served as the geotechnical EOR for the design of a vehicular bridge over the C-51 Canal. Foundation recommendations and pile capacity analyses were provided for 14- and 16-inch PPC piles.



Andrew
Nixon, PE

REGISTRATIONS:

Professional Engineer: Florida
#PE71458, 2010

EDUCATION:

Bachelor of Science in Ocean
Engineering, Florida Atlantic
University, Florida 2005

CERTIFICATIONS:

OSHA 40-hour HAZWOPER
Advanced MOT
Qualified Stormwater Inspector

YEARS OF EXPERIENCE

TOTAL: 18 WITH WIRX: 2

RESIDING LOCATION:

Fort Lauderdale, Broward County

PROFESSIONAL CERTIFICATION/LICENSES

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Licensee

Name: **WGI, INC.** License Number: **33574**

Rank: **Registry** License Expiration Date:

Primary Status: **Current** Original License Date: **10/24/2019**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
54923	Current, Active	CLEMENTS, NANCY A	Registry		Professional Engineer	02/28/2025
47512	Current, Active	WANTMAN, DAVID SCOTT	Registry		Professional Engineer	02/28/2025

Page 1 of 1

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Licensee

Name: **WGI, INC.** License Number:

Rank: **Architect Business Information** License Expiration Date:

Primary Status: **Current** Original License Date: **05/24/2016**

Related License Information

License Number	Status	Related Party	Relationship Type	Relation Effective Date	Rank	Expiration Date
AR97111	Current, Active	LUTTMANN, ERIC STEVEN DBA:WGI, INC.	Responsible Supervisor	09/09/2020	Architect	02/28/2025
AR97111	Current, Active	LUTTMANN, ERIC STEVEN DBA:WGI, INC.	Qualifying Architect	09/09/2020	Architect	02/28/2025

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LAFORTE, CHRISTOPHER BARRY

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BERGMANN, JEFFREY ROBERT

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OLDFORD, BRETT N.

8374 SE WOODMERE STREET
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LARSON, KEEGAN ANDREW
112 SYCAMORE DRIVE
JUPITER FL 33458

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BIAGI, ANGELA M
224 S. FEDERAL HWY
APT 2
LAKE WORTH BEACH FL 33460

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Melanie S. Griffin, Secretary

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

BOARD OF LANDSCAPE ARCHITECTURE

THE LANDSCAPE ARCHITECT HEREIN HAS REGISTERED UNDER THE PROVISIONS OF CHAPTER 481, FLORIDA STATUTES

MIHALOVITS, JASON LEE
11310 WOODCHUCK LN
BOCA RATON FL 33428

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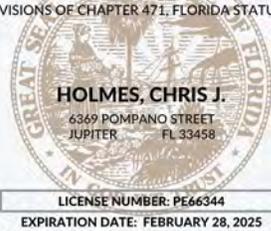
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HOLMES, CHRIS J.
6369 POMPANO STREET
JUPITER FL 33458

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Hereby Announces That

Rick M. Harman
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Cathy Polihon
Cathy Polihon
CEO & Executive Director

10 June 2007	30 June 2025	FL-5646A
Issue Date	Expiration Date	Certification Number

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TUSTIN, THOMAS J.
13440 A3RD RD N
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RFQ EXHIBIT "A" PUBLIC ENTITY CRIMES STATEMENT

RFQ EXHIBIT "A"
PUBLIC ENTITY CRIMES STATEMENT
UNDER § 287.133, FLORIDA STATUTES

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by David Wantman, PE | CEO

(print individual's name and title)

for WGI, Inc.

(print name of entity submitting sworn statement)

whose business address is 2035 Vista Parkway, West Palm Beach, FL 33411

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0271367

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.



RFQ EXHIBIT "B" DRUG-FREE WORKPLACE

RFQ EXHIBIT "B" DRUG-FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids or proposals which are equal with respect to price, quality, and service are received by any political subdivision for the procurement of commodities or contractual services, a bid or proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid or proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

David Wantman, PE

Proposer's Signature

Date



RFQ EXHIBIT "C" SCRUTINIZED VENDOR CERTIFICATION

RFQ EXHIBIT "C"
SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

This sworn statement is submitted to the Village of North Palm Beach, Florida

by David Wantman, PE | CEO
(print individual's name and title)
for WGI, Inc.
(print name of entity submitting sworn statement)

whose business address is 2035 Vista Parkway, West Palm Beach, FL 33411

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0271367

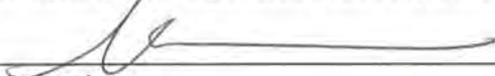
(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:
 - A. Does not participate in the boycott of Israel; and
 - B. Is not on the Scrutinized Companies that Boycott Israel List.
2. If the Contract for goods and services is for more than \$1,000,000, I hereby certify that the above-named entity:
 - A. Is not on the Scrutinized Companies with Activities in Sudan List; and
 - B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
 - C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over \$1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

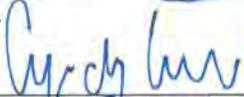


As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.



(Signature)

The foregoing document was sworn and subscribed before me this 8th day of April, 2024 by David Weinstein, who is personally known to me or produced _____ as identification.



Notary Public Cyndy Little
My Commission Expires: 3-31-26



CYNDY LITTLE
Notary Public
State of Florida
Comm# HH224313
Expires 3/31/2026



RFQ EXHIBIT "D" SWORN STATEMENT

RFQ EXHIBIT "D"
SWORN STATEMENT PURSUANT TO SECTION 287.134(3)(a),
FLORIDA STATUTES, ON DISCRIMINATION

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by David Wantman, PE | CEO
(print individual's name and title)

for WGI, Inc.
(print name of entity submitting sworn statement)

whose business address is 2035 Vista Parkway, West Palm Beach, FL 33411

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0271367

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that "discrimination" as defined in Section 287.134(1)(b), Florida Statutes, means a determination of liability by a state circuit court or federal district court for a violation of any state or federal law prohibiting discrimination on the basis of race, gender, national origin, disability, or religion.

3. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, means:

a. A predecessor or successor of an entity that discriminated; or

b. An entity under the control any natural person who is active in the management of the entity that discriminated. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another entity, or the pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one entity controls another entity.

4. I understand that an "entity" as defined in Section 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity.

5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (indicate which statement applies)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been placed on the discriminatory vendors list.

The entity submitting this sworn statement, or one or more of its officers, directors, executives,



partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list.

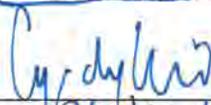
_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been placed on the discriminatory vendors list. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the discriminatory vendors list. (attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

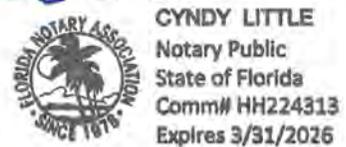


(Signature)

The foregoing document was sworn and subscribed before me this 8th day of April, 2024 by David Weinstein, who is personally known to me or produced _____ as identification.



Notary Public Cyndy Little
My Commission Expires: 3-31-26


CYNDY LITTLE
Notary Public
State of Florida
Comm# HH224313
Expires 3/31/2026

RFQ EXHIBIT "E" E-VERIFY CERTIFICATE



Company ID Number:11557

Client Company ID Number:1407969

Information Required for the E-Verify Program	
Information relating to your Company:	
Company Name	WGI Inc
Company Facility Address	2035 Vista Parkway West Palm Beach, FL 33411
Company Alternate Address	2035 Vista Parkway West Palm Beach, FL 33411
County or Parish	Palm Beach
Employer Identification Number	65-0271367
North American Industry Classification Systems Code	Heavy And Civil Engineering Construction (237)
Parent Company	
Number of Employees	100 to 499
Number of Sites Verified for	18





My Company Account

My Company Profile

Company Information

Company Name

WIRX Engineering, LLC

Doing Business As (DBA)

Company ID

1657346

Enrollment Date

Mar 19, 2021

Employer Identification Number (EIN)

823346253

Unique Entity Identifier (UEI)

V88NQMFLC637

DUNS Number

113226363

Total Number of Employees

5 to 9

NAICS Code

541

Sector

Professional, Scientific, and Technical Services

Subsector

Professional, Scientific, and Technical Services

[Edit Company Information](#)



WGI'S CORE VALUES



**PASSION
FOR PEOPLE**



**BE THE
CHANGE
YOU SEEK**



**COMMIT TO
GREATNESS**



LET'S TALK



CHRIS LAFORTE, PE
PROJECT MANAGER

2035 Vista Parkway
West Palm Beach, FL 33411
p. 561.687.2220
e. Chris.LaForte@WGInc.com

WGInc.com



VILLAGE OF

North Palm Beach

FLORIDA



**RFQ 2024-PW-2
DESIGN SERVICES
FOR LIGHTHOUSE DRIVE
BRIDGE REPLACEMENT**

JUNE 6, 2024

PRESENTERS



CHRIS LAFORTE, PE
Project Manager
17 Years of Experience



JEFFREY BERGMANN, PE
Principal In Charge
40 Years of Experience



ANGELA BIAGI, PLA,
LEED AP BD+C
Public Engagement
23 Years of Experience



AMANDA MONTGOMERY,
PWS, WEDG
Environmental Scientist
9 Years of Experience



NICOLE SWANTESON, EI
Senior Engineer Intern
4 Years of Experience



ORGANIZATIONAL CHART

LEGEND

 **WGI, Inc.**

 **WIRX Engineering, LLC**

()

Reporting Office

- (WPB) West Palm Beach, FL
- (AUS) Austin, TX
- (MIA) Miami, FL
- (PSL) Port St. Lucie, FL
- (ORL) Orlando, FL
- (FTL) Fort Lauderdale, FL



PROJECT MANAGER

Chris LaForte, PE (WPB)



PRINCIPAL IN CHARGE

Jeffrey Bergmann, PE (WPB)



QA/QC

Brett Oldford, PE (WPB)



TRANSPORTATION

Keegan Larson, PE (WPB)

Brett Fuller, PE (WPB)
Jerry Saval, PE (WPB)
Chad Johnson, EI (WPB)
Skylar Kempf, EI (WPB)
Giovanni Ortiz, EI (WPB)



CIVIL

Chris Holmes, PE (WPB)

Jimmy Richie, PE (WPB)
Stephen Cherry, PE (WPB)
Mason Shutt, EI (WPB)
Nathan Leach (WPB)



GEOSPATIAL

Eric Matthews, PSM (WPB)

Kelsey Smith, PSM (WPB)
Christian Stewart (WPB)



PLANNER/COMMUNITY OUTREACH

Angela Biagi, PLA, LEED AP BD+C (WPB)

Andrew Crozier, AICP (WPB)
Roxann Read, AICP (ORL)
Raquel Samaroo (WPB)
Isabella Enriquez (WPB)



STRUCTURAL

TJ Tustin, PE (WPB)

Ken Widjaja, PE, SI (WPB)
Nicole Swanteson, EI (WPB)
Rubi Perez, EI (AUS)



ENVIRONMENTAL

Rick Harman, Jr., CEP, PWS (WPB)

Amanda Montgomery, PWS, WEDG (FTL)
Greg Griffith (WPB)
Cole Orsini (PSL)



SUE

Jason Alveraz (WPB)

Roberto Mantecon, PSM (MIA)
Cameron Watts (WPB)



LANDSCAPE ARCHITECT

Jason Mihalovitz, PLA, ASLA (WPB)

Kirsten Siegel, PLA (WPB)
Bryan Jackman, LIAF (WPB)
Daniela Ciffelli, ASLA (AUS)



GEOTECHNICAL

Andrew Nixon, PE (FTL)



ABOUT WGI

WGI is a full-service, multidisciplinary consulting firm founded in 1972 to provide a comprehensive range of infrastructure services. Established by a dedicated professional engineer, WGI has since diversified by offering related professional services for both public and private clients.

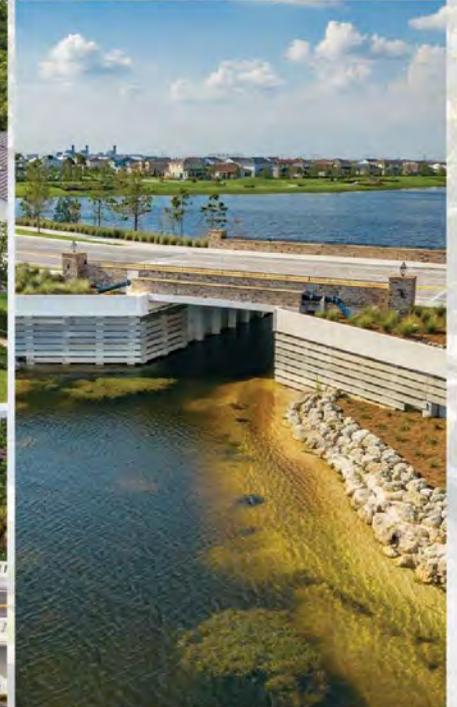
Today, WGI continues to uphold its tradition of incomparable service and passion for innovation through our team of highly skilled and experienced professionals.



ABOUT WGI

SPECIALTY STRUCTURES SERVICES

- **New Bridge Design**
- **Bridge Repair and Rehabilitation**
- **Bridge Evaluation and Inspection**
- **Bridge Load Rating**
- **Seawalls**
- **Piers**
- **Boat Ramps**
- **Cell Towers**
- **Water Control Structures**
- **Pump Stations**
- **Vertical Construction**
- **Mast Arms**
- **Overhead Sign Structures**
- **Erosion and Scour Protection**
- **Pedestrian Bridges and Walkways**
- **Unique Structures**
- **Structural Assessment**
- **Hurricane Hardening**



ABOUT WGI



PASSION
FOR PEOPLE



WGI'S CORE VALUES

BE THE
CHANGE
YOU SEEK



COMMIT TO
GREATNESS

**WHAT SETS
US APART**



INNOVATION



**DIVERSITY, EQUITY, AND
INCLUSION (DE&I)**



**SUSTAINABILITY, RESILIENCE,
AND ADAPTATION (SRA)**

At WGI, we remain committed to offering our clients solutions to market challenges with technology-based solutions – as always, we are focused on safety, resiliency, sustainability, and adaptability. Working together, our clients and our associates are creatively transforming how our world is envisioned, designed, and experienced.

“ **Extremely professional staff and excellent work product.** ”

*Jamie Brown, CFM, LEED AP BD+C, ENV SP (Jan 2024)
City Lake Worth Beach Community Redevelopment*

“ The District has been working with WGI for **over 20 years**. WGI Engineers and staff has always been professional. ”

*James D. Gray, Jr. (Jan 2024)
Sebastian Inlet District*

“ The City retained the firm following all applicable State and County standards. As such they were **ranked #1**. Staff assigned proved to be very knowledgeable and effective. **The overall design was very well received by the local residents and tourists alike.** The project was difficult and time consuming, but in the end it was a complete success. The firm was instrumental to ensuring such success. ”

*Horacio Danovich (Jan 2024)
City of Pompano Beach*



QA/QC



OUR 5-STEP QUALITY CONTROL PROCESS



PROJECT MANAGER

Chris LaForte, PE (WPB)



PRINCIPAL IN CHARGE

Jeffrey Bergmann, PE (WPB)



QA/QC

Brett Oldford, PE (WPB)



WGI's goal is to develop and fine-tune our planning and design processes in order to maximize our quality and value to our partners. This starts with open and honest communication and regular check-ins.



Brett Oldford, PE, QA/QC



PROJECT APPROACH *(CONTINUED)*

Data Gathering

02



- Site Survey
 - Geospatial – Lidar Scanning and Hydrographic
 - Environmental – Benthic Resources
 - Utility Location
- Environmental permitting – Start of pre-application process
- Geotechnical Investigation



Quick and Complete Data Collection



PROJECT APPROACH (CONTINUED)

Initial Design Concepts

03



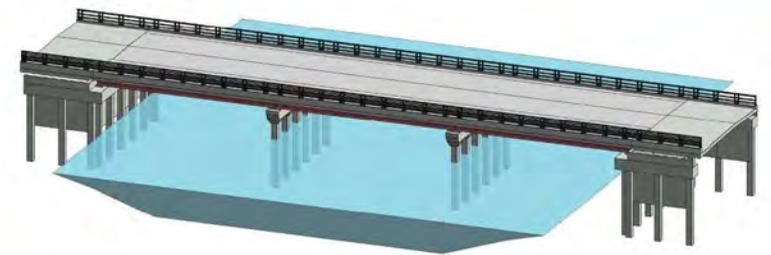
- Three design options
 - WGI will present renderings of each option available public review
 - Options to be based on public outreach and stakeholder needs
- Options may include:
 - Standard FDOT Construction – Florida Slab Bridge on Prestressed Piles
 - Use of Augercast or modified augered concrete piles
 - Precast bridge components – Arched precast panels
 - Composite (fiberglass) construction materials



Current Bridge Scan



Imaging Capabilities



PROJECT APPROACH *(CONTINUED)*

Initial Design Concepts

04



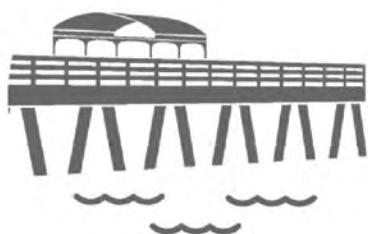
- Phased Construction
 - Designed to allow limited pedestrian/vehicle access to be maintained throughout construction
 - Completed using crutch bents to support existing structure
 - Crutch bents designed to be installed through and around existing structure
 - Multiple Maintenance of Traffic (MOT) details required
- Phased construction typically prolongs the project.



PROJECT APPROACH (CONTINUED)

Initial Design Concepts

05



- Complete Bridge Closure
 - Need to coordinate with emergency services
 - MOT for pedestrians/ vehicles/marine traffic
 - Designed for accelerated construction
 - *Benefit of WGI experience with local contractors to prepare design documents that can be built quickly and safely*



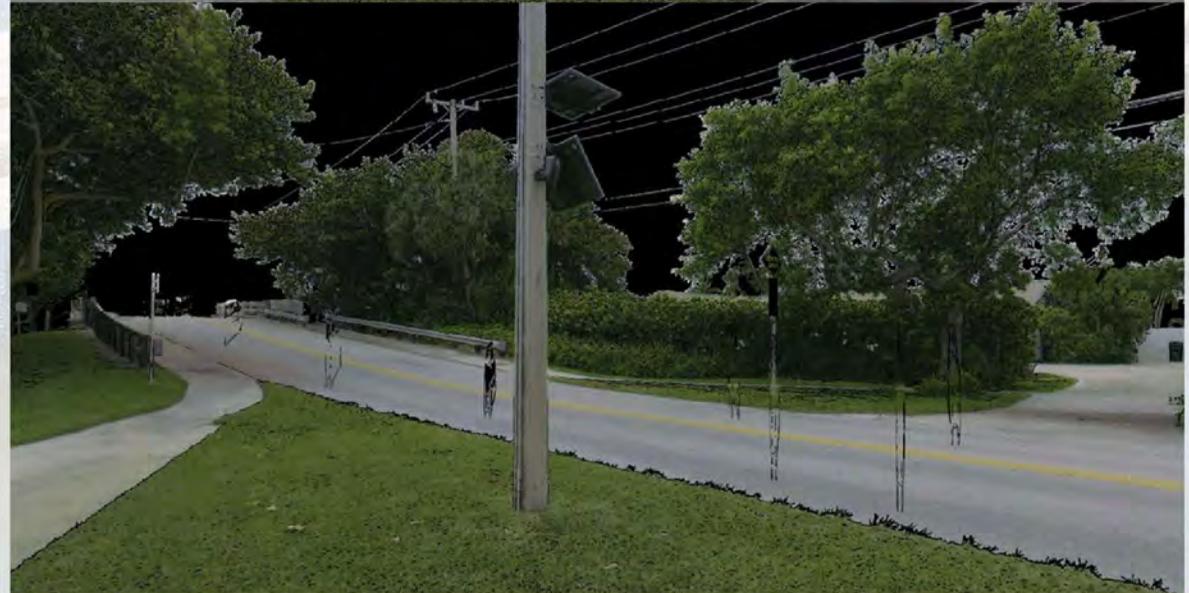
PROJECT APPROACH *(CONTINUED)*

Design Constraints

06



- Limited Construction Area
 - Close proximately to three driveways (<150 feet)
 - Steep bridge approach
- MOT during construction
- Utility Conflicts – Overhead lines, subsurface utility
- Marine Traffic – US1 bridge height limitations



Project Site



PROJECT APPROACH *(CONTINUED)*

Design Constraints

07



- Environmental permitting
 - Maintaining existing bridge footprint
 - Biologic constraints - seagrass
- Possible National Marine Fisheries review necessary
 - USACE - dredging of waterway
 - Repair of seawalls 18-inch take exemption



PROJECT APPROACH (CONTINUED)

Project Scheduling

08



- WGI will prepare 30%, 60%, 90% submittals
 - Coordinate Village review at each stage
 - Update construction schedule and EOPC for each submittal
- Permitting coordination
 - Permitting review in progress during 60% and 90% submittals
 - Final plans for bidding upon permit approval



	2024												2025											
	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct						
PHASE 4: Plan Revision Production																								
Task 4.1—Community Vision and Assessment																								
Development of Community Vision																								
Vision Subject Summary Reports																								
Task 4.2—Implementation Strategies																								
Meetings with Steering Committee to Identify Key Priorities																								
Strategy Matrix																								
Responsibility Matrix																								
Priority Matrix																								
Task 4.3—Preliminary Zoning and Subdivision Regulations Diagnosis and Strategic Approach																								
Probable Future Economic and Population Growth Data/Graphics																								
The Official Map																								
Updated Subdivision Ordinance																								
Updated Zoning District Map																								
Updated Mineral Resources Map																								
Updated Recreational and Sports Resources Map																								
Updated Map of Dam Break Inundation Zones																								
Task 4.4—Draft of Revised Plan																								
Incorporation of Project Memos and Reports																								
Draft of Revised Plan																								
PHASE 5: Final Plan																								
Task 5.1—Final Report and Presentation																								
Final Report																								
Methodology Appendix																								
Presentation of Report																								
Document Management																								
Project Close-Out																								

	2024												2025											
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Final Report																								
Methodology Appendix																								
Presentation of Report																								
Document Management																								
Project Close-Out																								



PROJECT APPROACH (CONTINUED)

Bidding Documents and Post Design Services

09



- WGI will assist the Village in generating bidding documents
- Review of Contractor RFI and Bid Documents
- Construction Administration
 - Local firm able to oversee construction
 - WGI design team within 13-miles of site



COMMUNICATION PLAN



1. Communication Plan

- Project manager - single point of contact
- Touchpoint calls and follow-ups
- Monthly progress meetings
- Track active decisions
- **Accurate meeting notes**

2. External Communication

- Communication protocol
- Consultant can lead external communication
- Scheduling meetings
- Proactive communication
- Tailor outreach to specific stakeholders
- **Accurate meeting notes!**

3. Information Control

- Design control documents
- Document control
- Consistent documents and reports

4. Project Management Plan

- Team contact list
- Scope and staff hours
- Schedule
- QA/QC plan



PROJECT EXPERIENCE



Audubon Causeway Bridge | Palm Beach County, Florida

- Replacement of existing bridge and seawalls
- Phased construction necessary - bridge is single point of access
- Constrained site with residences on each corner
- Active community engagement throughout projects
- Maintaining multiple utilities during phased relocation



PROJECT EXPERIENCE



Boca Club Camino Real | Palm Beach County, Florida

- Replacement of bridge tender house, approach span superstructure and substructure, fender system replacement, and widening and repair of bascule span
- Emergency crutch bent installation before construction
- Augercast pile design to minimize construction vibrations
- Maintained marine access throughout construction
- Oversaw community involvement throughout concept, design, and construction



PROJECT EXPERIENCE



Tequesta Drive Bridge | Palm Beach County, Florida

- Replacement of bridge over navigable waters
- Coordination of MOT for Emergency Services
- Bridge modifications due to environmentally sensitive area
- FDOT LAP funded project - coordination of unique design concepts through FDOT review
- Incorporation of architectural components for community enrichment





VILLAGE OF
North Palm Beach
FLORIDA



We are a **qualified partner,
committed to your **Mission!****

WGI has the **proven ability** to successfully design
and construct large projects.

WGI is an **experienced and trusted**
engineering consultant.

WGI has **substantial local**
technical resources.

WGI stands **ready to serve**
the Village!

&

QA



THE VILLAGE OF
NORTH PALM BEACH
Village Manager's Office

"THE BEST PLACE TO LIVE UNDER THE SUN"

Environmental Committee Meeting

MINUTES

Council Chambers

Monday, May 6, 2024

6:00pm

1. Call to Order: Karen Marcus called the meeting to order at 6:02 pm.
2. Roll Call:
 - Present: Karen Marcus, Kendra Zellner, Brian Bartels, Shawn Woods, Mary Phillips, Ellen Allen, Juliette Desfeux
 - Absent:
 - Also Present: Marc Holloway, Field Operations Manager,
3. The Minutes of the April 1, 2024, regular meeting was approved.
4. Public Comments –
 - a. Russell Bevers from 415 HWY US 1 has 2 buildings that front the Earman River and is experiencing an erosion issue. He has legal counsel and obtained an engineering report regarding the issue. There is a utility easement affected by the erosion issue. Karen recommended a field trip to review. Russell advised that SFWD is also involved. Karen discussed opportunities for a living shoreline. Schwencke is paying property tax on the land involved in the erosion issue. Russell is speaking with Kim Schwencke about this matter.
 - b. Anne Durden from 131 Doolen Ct.– She will send information about incorporating a micro forest at the twin city property. Anne also advised that she notices more homes with black roofs in North Palm Beach and recommended a campaign about that contributing to the heat island.
 - c. Representatives from Village Garden- They are unsure who they can hold accountable for the erosion and maintenance of the water bank, and wants to collaborate with the committee on the project for Lakeside Park. They also spoke about collaborating with us to create a flagship community where they focus on pesticide and shade tree opportunities.
5. Community Garden Update –
 - a. Mary advised about vandalism at the garden.

6. Precision Landscape- A resident came to the last council meeting and requested information on what pesticides Precision uses. Rich from Precision advised they use Cheetah Pro. Kendra advised that Cheetah Pro contains harmful chemicals. Rich said he recommends covering the area in question with perennial peanut, as long as they get watered. Karen recommended contacting Town of Palm Beach for examples of alternatives.
7. Lakeside Park erosion- No update official update Zak will speak with Katherine soon.
8. HB 105- Tobacco Free Florida- Karen advised that the council did not approve the law. Shawn motioned and Ellen second the motion to bring this back to the council.
9. Florida Green Building Coalition- Resident Tim Hulihan Country Club Drive advised about the history behind this certification and expressed his concern that developers will meet basic requirements but not going beyond that. Transportation and sources of energy are his biggest concerns. He brought up an example of using a city wide uber system that the city of Windsor used. Juliette will review our code and make recommendation for items that would improve our existing code.
10. Bird Village- Kendra advised that the trees and plants need some water. A few signs will be installed on the trees to educate the public.
11. Residential Landscape Code- Karen advised that Caryn is still working on the residential landscape code. In the meantime, the committee wants to focus on passing a tree removal permit process. Kendra motioned to ask the council to prioritize a tree removal permit process.
12. Speaker Series- The speaker series event Pike Food forest. Kendra advised that we make arrangements to start promoting it in July so it can get published in the newsletter. At the next meeting we will discuss the speaker date and venue. Karen will speak with Farmers Table.
13. Previous newsletter will be about oak trees. The next newsletter roofing color and how it impacts the heat island effect.
14. Member Comment- Mary advised that Allen Bowman asked about birdhouses for the country club. She also advised that the environmental committee should work with the country club to make it more environmentally friendly. Ellen recommended that they do not over-trim the palm trees to attract owls. The Audubon society has a designation for golf courses. Mary also advised that Precision took possession of the leftover trees from Earth Day so they could maintain them in the meantime. The committee will have to speak with Chuck for approval to donate some trees to Village Garden. Karen wants to plant some trees near the playground at the community center. Karen Marcus advised that we should discuss a resiliency plan. She will invite someone from the Town of Palm Beach to speak about what their resiliency plan looks like so we can develop our own.

15. Staff Comment- Marc expressed his concern with residents wanting a native lawn, as it will require community education. Marc advised that the committee must nominate a chair and vice-chair. A motion was made for Karen for Chair. Motion for Shawn for Vice Chair. Marc said his will provide a list of projects that he may be about to work with ERM on.
16. Next meeting- The next meeting will be on May 28, 2024 at 6:00 pm at Council Chambers and following meeting will be July 1st.
17. Adjournment- the meeting adjourned at 7:59pm

VILLAGE OF NORTH PALM BEACH
GOLF ADVISORY BOARD
Minutes of May 13, 2024

I. CALL TO ORDER

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

II. ROLL CALL

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

III. APPROVAL OF MEETING MINUTES

Minutes of the April 15, 2024 GAB Meeting were approved 6 – 0.

IV. ADMINISTRATIVE REPORTS

Golf Report. Allan Bowman, Director of Golf, delivered his report.

The Village Council approved the extension of our golf cart lease through September, 2025. The Council also approved Allan's request for the additional contract with Marsh Management.

To address the shortage of parking, the Country Club plans to add additional parking past the tennis courts, to the right of the first hole on the golf course. This will add fifty to sixty parking spaces but will necessitate require construction of a twenty-five-foot fence to protect the parked vehicle from golf balls. We have experienced some damage to vehicles parked in the existing parking area, past the tennis courts. The new parking will be available to all using or working at the Club.

We had a big month financially in April and the first ten days of May have also been good.

We fertilized the golf course ten days ago. The contract for maintenance of the course for next year will include the application of fertilizer to the rough. Our superintendent currently plans to do work in the rough areas to treat mole crickets because these insects attract moles, causing the damage we are experiencing to the course.

The golf course is experiencing a strong demand for events.

At the end of May, we will change to 11-minute tee time intervals for the summer season.

After Father's Day, we will close the course for aeration on June 17th, this time using smaller, one-half inch holes, which will shorten recovery time for the course.

Membership.

Three years ago, we set a target of 210 members. The limit has now been reduced to 190. Even so, we are receiving complaints from members about the ability to get tee times. Allan asked two questions of the Board:

1. Would be appropriate to refrain from adding new members until April of 2025?
2. Should the target number of members be reduced to 175?

Beth Davis pointed out that she and Allan are working on the strategic plan for the Club and said she and Allan would like the sense of the Board on the number of members.

A discussion by the Board on the below issues followed.

1. A limit of 175 members.
2. No group play during the peak season, January 27 to March 10.
3. Despite expected attrition of members, no new members until April of 2025.

Golf Advisory Board Chairman Steve Mathison told Allan that the Board would like his recommendations on these three issues. The Board is inclined to follow the reasonable recommendations of the Director of Golf.

Finally, Allan told the Board that a film crew from Netflix came to the Club to film the recent “Miles for Miracles” event which was held on our golf course.

Beth Davis spoke to the Board concerning the restaurant. She is working on an RFP for the restaurant operations. She hopes to issue it by the end of May. The Village attorney is currently reviewing the draft. Beth hopes to receive 15-20 proposals to the RFP. The proposals will be reviewed and the top three will be submitted to the Village Council. We hope to have a contract with the new vendor by August 22nd and the new operation in place by October 1st.

IV. DISCUSSION TOPICS

V. ADJOURNMENT

The meeting was adjourned at 7:00 p.m.

The next meeting will be June 10, 2024.

Minutes by Curtis L. Witters, Secretary.

**Village of North Palm Beach
Recreation Advisory Board Meeting
MINUTES
May 14, 2024 at 7:00 pm
Council Chambers**

- 1) **Call to Order:** Chair Budnyk at 7:00 p.m.
- 2) **Roll Call:** Rita Budnyk, Ashley Knieriemen, Mia St. John, Stephen Heiman, Jennifer Gold Dumas, and staff member Zak Sherman. Council representative Susan Bickel absent. Board has two open seats. No public present.
- 2) **Approval of Minutes:** Motion by Ashley Knieriemen; seconded by Jennifer Gold Dumas. Approved unanimously.
- 3) **Public Comments:** No public comment.
- 4) **Director's Report:** The Director reported that Precision will be installing signage as Public Works is currently down to one person in their streets department. Two Tree City signs and two new marina signs will be installed, including a replacement at the boat ramp with updated verbiage and another near the outdoor restrooms at Anchorage Park. The boat ramp signs will provide detailed instructions for users without decals.

The Director addressed ongoing issues with individuals using the boat ramp without decals. Some users quickly drop boats and drive off to avoid detection. It was clarified that the ordinance states no launching or parking is allowed without a decal.

The Director reported that they received three more little library houses from TCS, which will be replaced as they break down. Future replacements may use more durable composite materials.

Regarding camp counselor hiring, the Director noted that eight counselors have been hired out of a target of ten. One rec assistant position has been filled at the community center. All staff, except one weekend-only member, must pass a level two background check to work with the camp. The Director provided a detailed explanation of the level two background check process.

The Director developed an official CIT (Counselor in Training) program for 15-17 year olds, including a policy packet and application. CITs will volunteer, earn Bright Futures hours, and receive letters of recommendation. The program approval is pending HR's evaluation.

The Director reported on the ice vending services RFP, stating that one proposal was received from local resident Daniel Fillmore. After negotiating a monthly licensing fee and free ice for up to ten events per year, the best location for the ice machine was identified adjacent to the boat ramp on the north side. Various installation and maintenance responsibilities were outlined.

The Director noted that the boat wash area at Anchorage Park was re-asphalted with minimal disruption. Upcoming proposals include upgrading the outdoor restrooms, including the electric so we can get hand dryers.

The Director discussed issues with overflowing trash cans at Lakeside Park, especially during weekends and holidays. Potential solutions include adding more trash cans and providing evening coverage for trash collection. Consideration of larger receptacles or dumpsters was also discussed, but staff do not want to take up a parking space. Concerns about graffiti and tent usage were discussed.

Plans to remodel the downstairs restrooms at the library were shared, with an estimated budget of \$70,000. ADA compliance updates are required for the library restrooms.

The Director reported on a \$25,000 donation from the Kelsey-Naylor family to upgrade the AV system at the library. Additionally, \$26,000 was raised by the Friends of the Library for further improvements.

Various park maintenance activities were reported, including pressure washing at several parks. Replacement parts have been ordered for Lakeside Park playground, with plans to move up the replacement to 2026. The turf maintenance RFP is live through May 22, and the landscaping RFP should be posted shortly.

All surveys for the master planning have been received and reviewed. Team Plan is working on a schedule for engagement of the community.

The Director reported on recent successful events, including the art show, Earth Day, and trivia night. Beats and Eats is the next special event on June 1.

The Director also discussed the longer-term erosion control plan for Lakeside Park with Katherine Murray, who will be providing a preliminary proposal. This proposal will include detailed ideas for a living seawall. Once the preliminary proposal is reviewed and if it aligns with the board's vision, a more comprehensive plan will be developed. This plan will be reviewed by the Recreation Advisory Board and the Environmental Committee before any final decisions are made. The goal is to ensure that the long-term plan meets the community's needs and secures potential grants for its implementation. The Director emphasized the importance of getting feedback from all stakeholders before moving forward with official proposals and potential bids from other companies.

5) New Business:

- Election of Officers: After brief discussion, Rita Budnyk made motion to nominate Stephen Heiman Chair and Mia St. John Vice Chair. Jennifer Gold Dumas seconded. Stephen Heiman then made motion nominating Ashley Knieriemen Secretary; Rita Budnyk Seconded.

6) Old Business:

- Tennis Courts: The Director discussed the current state of the tennis courts, noting that there have been no complaints recently. Donna, the tennis manager, shares the schedule with the office weekly, and staff is on-site to manage the courts. It was noted that the courts are generally available for residents from noon to three, as no one has been signing up during that time.
- Boat Ramp Update: For the boat ramp, the Director mentioned that final plans have been reviewed, and Bill Sadler is helping write the verbiage for the RFP. The Director explained that it would take eight weeks to complete with a good contractor. The RFP will likely include a 60 to 90-day timeline with penalties for delays. The Director also mentioned meetings with the community development director to discuss storage options for residents' items during the construction period.
- Pickleball Update: In terms of pickleball, the Director stated that the plan is to install three courts at the community center, pending grant approval. However, it was decided that installing pickleball courts at Osborne Park would proceed as a temporary measure. Construction has started, and the project includes asphaltting 900 square feet to accommodate three official pickleball courts with an eight-foot fence around them. The cost is \$50,966, and the courts should be completed by July.
- Delinquent Dry Storage renters update: The Director reported on renters, noting that all renters are fully paid and all paperwork is turned in. Francesca has been instrumental in managing this process and is expected to take over marina management in October. The Director addressed a specific issue with a problematic boat that had a tree growing out of it. The owner has since cleaned and detailed the boat, and the Director has worked out a plan with the owner to get the boat running.
- Dry Storage Update: For dry storage, the Director mentioned that everything is set with FPL, having paid \$38,000 for the undergrounding design. All new light poles and fixtures have been ordered as well. Meetings with Engenuity are ongoing to review the final parts of the project. The Director explained that the project has been split into two different ITBs: one for civil works and fencing and the other for electrical work, to ensure that specialized contractors handle each part.

- 7) **Member Comments:** One board member encouraged others to attend council meetings and provide public comments. Another member raised the issue of open positions on the board, noting that the council is looking for new applicants. There was a discussion about potential candidates, including a former director of Riviera Beach.
- 8) **Staff Comments:** None.
- 9) **Adjournment:** Motion by Rita Budnyk; seconded by Ashley Knieriemen. 8:30 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: June 27, 2024
SUBJECT: **ORDINANCE 2nd Reading** – Adoption of Ordinance Prohibiting Smoking in Village Parks and Recreation Areas

Prior to 2022, the regulation of smoking was expressly preempted to the State. During the 2022 legislative session, the Florida Legislature amended Section 386.209, Florida Statutes, to expressly allow counties and municipalities to “restrict smoking within the boundaries of any public beaches and public parks that they own, except they may not further restrict the smoking of unfiltered cigars.” Additionally, while a municipality may restrict smoking within the boundaries of public beaches and public parks within its jurisdiction that are owned by the county, the preemption was not lifted for state-owned parks and beaches.

Based on the suggestion of former Councilmember Marcus, the Village Council directed this office to prepare an Ordinance banning smoking in Village parks in the same manner as the City of Delray Beach. To that end, the attached Ordinance amends Chapter 20, “Parks, Playgrounds, and Recreation,” of the Village Code by adopting a new Section 20-12 to read as follows:

Sec. 20-12. Smoking prohibited.

It shall be unlawful for any person to smoke within the limits of any village park or recreational area, excluding the North Palm Beach Country Club. For the purposes of this section, smoking shall mean inhaling, exhaling, burning, or possessing any lighted tobacco product, including cigarettes, filtered cigars, pipe tobacco and any other lighted tobacco product with the exception of unfiltered cigars.

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

There is no immediate fiscal impact.

At is June 13, 2024 meeting, the Village Council approved the Ordinance on first reading without modification.

Recommendation:

Village Staff requests Council consideration on second and final reading of the attached Ordinance prohibiting the smoking of lighted tobacco produces (with the exception of unfiltered cigars) in Village park and recreational areas in accordance with Village policies and procedures.

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

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

8 Section 6. This Ordinance shall take effect immediately upon adoption.
9

10 PLACED ON FIRST READING THIS ____ DAY OF _____, 2024.
11

12 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF _____,
13 2024.
14

15
16 (Village Seal)

MAYOR

17
18
19
20 ATTEST:
21

22 _____
23 VILLAGE CLERK
24

25
26 APPROVED AS TO FORM AND
27 LEGAL SUFFICIENCY:
28

29 _____
30 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: June 27, 2024
SUBJECT: **ORDINANCE 1st Reading** – Increasing the compensation for the Mayor and members of the Village Council

During the Fiscal Year 2024 budget process, the Village Council approved an increase in the compensation for the Mayor and the members of the Village Council. This increase was incorporated into the current year General Fund budget. However, Article III, Section 4 of the Village Charter provides that while the Village Council may determine the annual salary of Councilmembers by ordinance, “no ordinance increasing such salary shall become effective until the date of commencement of the terms of the council members elected at the next regular election, provided that such election follows the adoption of such ordinance by at least six months.” The Ordinance adopting the Fiscal Year 2024 budget was not adopted at least six months prior to the March 2024 general election, consequently, the increase in compensation was never implemented.

The attached Ordinance amends Section 2-16 of the Village Code to increase the monthly salary for the Mayor from \$900.00 (\$10,800.00 annually) to \$1,350.00 (\$16,200.00 annually) and to increase the monthly salary for the remaining members of the Village Council from \$750.00 (\$9,000.00 annually) to \$1,125.00 (\$13,500.00 annually). The increase in compensation shall become effective upon the commencement of the terms of the Councilmembers elected at the March 2025 general election.

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

There is no immediate impact because the funds have already been budgeted.

Recommendation:

Village Staff requests Council consideration and approval on first reading of the attached Ordinance increasing the compensation for the Mayor and members of the Village Council in accordance with the Village Charter requirements and procedures.

1 **ORDINANCE NO. 2024-_____**

2
3 AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH
4 PALM BEACH, FLORIDA, AMENDING DIVISION 1, "GENERALLY," OF
5 ARTICLE II, "COUNCIL," OF CHAPTER 2, "ADMINISTRATION," OF THE
6 VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 2-16,
7 "COMPENSATION," TO INCREASE THE COMPENSATION FOR THE MAYOR
8 AND MEMBERS OF THE VILLAGE COUNCIL; PROVIDING FOR
9 CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR
10 CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

11
12 WHEREAS, Article III, Section 4 of the Village Charter provides that the Village Council may
13 determine the annual salary of Councilmembers by ordinance, provided that any ordinance increasing
14 the salary shall not become effective until the date of commencement of the terms of the
15 Councilmembers elected at the next regular election so long as the election follows the adoption of
16 the ordinance by six months; and

17
18 WHEREAS, Section 2-16 of the Village Code of Ordinances, last revised in 2006, establishes the
19 compensation for the Mayor and all other members of the Village Council, and the Village Council
20 wishes to increase such compensation; and

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

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

27
28 Section 1. The foregoing recitals are ratified as true and correct and are incorporated herein.

29
30 Section 2. The Village Council hereby amends Division 1, "Generally," of Article II, "Council,"
31 of Chapter 2, "Administration," of the Village Code of Ordinances by amending Section 2-16 to read
32 as follows (additional language underlined and deleted language is ~~stricken through~~):

33
34 **Sec. 2-16. Compensation.**

35
36 The compensation of all members elected to the village council other than the
37 mayor is hereby fixed at the sum of ~~seven hundred fifty dollars (\$750.00)~~ one thousand
38 one hundred and twenty-five dollars (\$1,125.00) per month. The compensation of the
39 mayor is hereby fixed at the sum of ~~nine hundred dollars (\$900.00)~~ one thousand three
40 hundred and fifty dollars (\$1,350.00) per month.

41
42 Section 3. The provisions of this Ordinance shall become and be made a part of the Code of
43 Ordinances of the Village of North Palm Beach, Florida.

44
45 Section 4. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for
46 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such
47 holding shall not affect the remainder of the Ordinance.

1 Section 5. All ordinances and resolutions or parts of ordinances and resolutions of the Village of
2 North Palm Beach, Florida, which are conflict with this Ordinance, are hereby repealed to extent of
3 such conflict.

4
5 Section 6. This Ordinance shall be effective upon the date of commencement of the terms of the
6 Councilmembers elected at the March 2025 general election.

7
8 PLACED ON FIRST READING THIS _____ DAY OF _____, 2024.

9
10 PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF _____,
11 2024.

12
13
14 (Village Seal)

MAYOR

15
16
17 ATTEST:

18
19 _____
20 VILLAGE CLERK

21
22 APPROVED AS TO FORM AND
23 LEGAL SUFFICIENCY:

24
25 _____
26 VILLAGE ATTORNEY
27
28

**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: June 27, 2024
SUBJECT: **RESOLUTION** – Resolution changing the start time for regular Village Council meetings to 6:00 p.m.

At its June 13, 2024 meeting, the Village Council directed this office to draft a Resolution establishing 6:00 p.m. as the starting time for future regular Village Council meetings. Through the adoption of Resolution No. 2021-48 on June 10, 2021, the Village Council had previously established 7:00 p.m. as the starting time for regular Village Council meetings (moved up from 7:30 p.m.)

The attached Resolution establishes a starting time of 6:00 p.m. for regular Village Council meetings. It does not prevent the Council from establishing a different starting time for any special Village Council meeting or workshop meeting. Additionally, Section 2-19 of the Village Code requires that all regular, special and workshop meetings of the Village Council adjourn at 11:00 p.m. If the Village Council wishes to amend the curfew time based on the new start time, it would need to adopt an Ordinance amending Section 2-19 of the Village Code.

There is no fiscal impact.

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

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution establishing 6:00 p.m. as the starting time for all regular Village Council meetings in accordance with Village policies and procedures.

RESOLUTION 2024-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, CHANGING THE STARTING TIME FOR REGULAR VILLAGE COUNCIL MEETINGS TO 6:00 P.M.; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, while Section 2-17 of the Village Code mandates that regular meetings of the Village Council be held on the second and fourth Thursday of each month, and Section 2-19 of the Village Code requires that all regular, special, and workshop meetings of the Village Council adjourn at 11:00 p.m., there is no Code provision governing the starting time of regular Village Council meetings; and

WHEREAS, through the adoption of Resolution No. 2021-48 on June 10, 2021, the Village Council changed the starting time for regular Village Council meetings from 7:30 p.m. (as established by motion in 1976) to 7:00 p.m.; and

WHEREAS, the Village Council wishes to change the starting time for regular Village Council meetings to 6:00 p.m. and determines that the adoption of this Resolution is in the best interests of the Village and its residents.

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

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

Section 2. The Village Council hereby establishes 6:00 p.m. as the starting time for all regular Village Council meetings. Nothing set forth herein shall prohibit the Village Council from selecting a different starting time for any special Village Council meeting or any workshop meeting.

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 become effective immediately upon adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

**VILLAGE OF NORTH PALM BEACH
DEPARTMENT OF LEISURE SERVICES**

TO: Honorable Mayor and Members of the Village Council

THRU: Chuck Huff, Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: June 27, 2024

SUBJECT: **RESOLUTION** – Approving a Contract with Florida ULS Operating LLC d/b/a Haverland Ag Innovations to provide Athletic Field Turf Maintenance Services at a Total Cost Not to Exceed \$222,708.00, and authorizing the Mayor and Village Clerk to execute a Contract.

Background:

On April 24, 2024, the Village issued an RFP for Athletic Field Turf Maintenance Services, covering the Osborne Park Ballfields, the Anchorage Ballfield, the Community Center Multi-Purpose Field, and Veterans Park.

The following firms submitted their sealed proposals by the due date of May 29, 2024:

- Haverland Ag Innovations
- Brightview Landscape Services

A Selection Committee consisting of Leisure Services Director Zak Sherman, Superintendent of Parks and Recreation Stephen Poh, and Recreation Supervisor Jimmy Lovett reviewed the proposals on June 11, 2024 and ranked the bid proposals as follows:

Rank	Vendor	Total Score
1	Haverland Ag Innovations	289
2	Brightview Landscape Services	245

Scoring was based on Firm Qualifications, Price Proposal, Equipment, References, and Local Preference.

Based on the rankings, the Selection Committee recommended awarding the contract to Haverland Ag Innovations. It is worth noting that Haverland Ag Innovations has been the Village’s Athletic Field Turf Maintenance Services provider since 2019.

Contract Terms:

The initial term of this contract will be for a three (3) year period, with an option to renew for two (2) additional one-year terms for a cumulative total of five (5) years, using the same terms, conditions, and pricing of the original agreements.

Scope of Work:

The scope of work includes turf mowing, fertilization, aeration, verti-cutting, topdressing, disease and pest management, application of herbicides, and irrigation.

Fiscal Impacts:

The previous contract with Haverland Ag Innovations was for \$199,673.00. The yearly cost will increase by \$23,035.00.

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Parks and Recreation	A8028-33491	Contractual Services	\$222,708.00

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

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving a contract with Florida ULS Operating LLC d/b/a Haverland Ag Innovations to provide Athletic Field Turf Maintenance Services at a total cost not to exceed \$222,708.00, with funds expended from Account Number A8028-33491 (Recreation – Contractual Services), and authorizing the Mayor and Village Clerk to execute a Contract for such services in accordance with Village policies and procedures.

RESOLUTION 2024-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING THE PROPOSAL SUBMITTED BY FLORIDA ULS OPERATING LLC D/B/A HAVERLAND AG INNOVATIONS FOR ATHLETIC FIELD TURF MAINTENANCE SERVICES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT RELATING TO SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on April 24, 2024, the Village issued a Request for Proposals for Athletic Field Turf Maintenance Services (“RFP”); and

WHEREAS, the Village received two proposals in response to the RFP; and

WHEREAS, the Selection Committee recommended accepting the highest-ranked bid proposal submitted by Florida ULS Operating LLC d/b/a Haverland Ag Innovations, the Village’s current provider of athletic field maintenance services; 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 proposal submitted by Florida ULS Operating LLC d/b/a Haverland Ag Innovations to provide athletic turf maintenance services at a total annual cost not to exceed \$222,708.00, with funds expended from Account No. A8028-33491 (Parks & Recreation – Contractual Services). The Village Council further authorizes the Mayor and Village Clerk to execute a Contract for the performance of such services, a copy of which is attached hereto and incorporated herein.

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of the _____ day of _____, 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 FLORIDA ULS OPERATING LLC, a Florida limited liability company d/b/a HAVERLAND AG INNOVATIONS, 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 **Athletic Field Turf 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 **Athletic Field Turf 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.

SECTION 2: TERM OF CONTRACT.

A. This Contract shall become effective October 1, 2024 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 two (2) 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 **Athletic Field Turf Maintenance Services** and for which Purchase Orders are issued in accordance with VENDOR's Proposal, which is attached hereto and incorporated herein by reference.

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 affect 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:

Florida ULS Operating LLC d/b/a Haverland Ag Innovations
Attn: Keely Haverland, Business Development Manager
12276 San Jose Boulevard, Suite 747
Jacksonville, FL 32223

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:

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

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

REQUEST FOR PROPOSALS FOR
Athletic Field Turf Maintenance Services



**VILLAGE OF NORTH PALM BEACH
501 U.S. HIGHWAY ONE
NORTH PALM BEACH, FLORIDA 33408-4906**

**ADVERTISEMENT, INSTRUCTIONS FOR
SPECIFICATIONS, PROPOSAL FORMS**

ADVERTISEMENT

The Village of North Palm Beach, Florida, a Florida municipal corporation located in Palm Beach County, Florida (“Village”), is accepting sealed proposals from qualified companies and contractors (“Proposers”) to provide all necessary labor, materials, equipment, and related services for professional athletic field turf management and maintenance, with submissions accepted until **3:00 P.M. EST on May 22, 2024**, at the Village of North Palm Beach, Village Clerk’s Office, 501 U.S. Highway One, North Palm Beach, FL 33408. Proposals received after the aforementioned date and time will be returned unopened.

CONTRACT TERM

The initial term of this contract will be for a three (3) year period, with an option to renew for two (2) additional one-year terms for a cumulative total of five (5) years, using the same terms, conditions, and pricing of the original agreements.

The complete Request for Proposals, including all specifications and forms, may be obtained by bona fide proposers upon application at the Village of North Palm Beach, 501 U.S. Highway One, North Palm Beach, Florida 33408, DemandStar or from the Village website at www.village-npb.org.

Proposals shall be submitted with an original and three (3) copies and one (1) electronic copy (on a thumb drive) in sealed envelopes/packages addressed to Village of North Palm Beach, Village Clerk’s Office, 501 U.S. Highway One, North Palm Beach, Florida 33408 and marked “**SEALED PROPOSAL – ATHLETIC FIELD TURF MAINTENANCE SERVICES.**” The Village shall evaluate the proposals in accordance with the criteria set forth in the RFP. The Village anticipates an award to the proposer with the proposal determined by the Village to be most advantageous. The Village may conduct interviews and/or require presentations as part of the evaluation process. The Village shall not be liable for any costs incurred by any proposer in connection with its response to this RFP. The Village reserves the right to reject all RFP submittals, to waive any formalities, to solicit and re-advertise for new RFP submittals, or to abandon the project in its entirety.

VILLAGE OF NORTH PALM BEACH, FLORIDA

Zakariya M. Sherman,
Director of Leisure Services
zsherman@village-npb.org

Publish: Palm Beach Post
Date: April 24, 2024

Publish: DemandStar
Date: April 24, 2024

REQUEST FOR PROPOSALS FOR
ATHLETIC FIELD TURF MAINTENANCE SERVICES

1. GENERAL INFORMATION:

The Village of North Palm Beach, Florida (“Village”) is accepting sealed proposals from qualified companies and contractors (“Proposers”) to provide all necessary labor, materials, equipment, and related services for the engagement of a professional athletic field turf management and maintenance company, with submissions accepted until **3:00 P.M. EST on May 22, 2024**, at the Village of North Palm Beach, Village Clerk’s Office, 501 U.S. Highway One, North Palm Beach, FL 33408. Proposals received after the aforementioned date and time will be returned unopened.

2. PREPARATION OF PROPOSAL:

This Request for Proposals (“RFP”) provides the complete set of terms and conditions, specifications and proposal forms for the required goods and services. The specifications are attached hereto and incorporated by reference as Exhibit “A.” The following forms are attached hereto and incorporated herein by reference:

Scope of Work/Specifications	Exhibit “A”
Proposer’s Acknowledgement	Exhibit “B”
Proposal Form	Exhibit “C”
Public Entity Crimes Statement	Exhibit “D”
Scrutinized Vendor Certification	Exhibit “E”
Confirmation of Drug Free Workplace	Exhibit “F”
Standard Village Contract	Exhibit “G”

This RFP is available for review and printing from the Village’s web site: www.village-npb.org or from DemandStar.

All proposal forms must be completed in full and include a manual signature, in ink, where applicable. The signature must be of an authorized representative who has the legal ability to bind the proposing entity in contractual obligations. Unsigned proposals will not be accepted.

All proposal forms must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by a proposer to any part of a proposal form must be initialed in ink. It is a proposer’s sole responsibility to assure that its proposal is complete and delivered at the proper time and place of the proposal opening. The Village will not be responsible for any expenses incurred in connection with the preparation and/or delivery of a proposal.

An original of all proposal forms, three (3) copies and one (1) electronic copy (on a thumb drive), along with other required information (as stated in Section 8 below), must be submitted in a sealed envelope to the address provided above via hand-delivery or mail. Faxed or e-mailed proposals are not acceptable. The face of the sealed envelope shall state “**ATHLETIC FIELD TURF MAINTENANCE SERVICES**” and contain the proposer’s name, return address, title of the proposal, and the date and time for proposal opening. Proposals not submitted in a sealed envelope or on the enclosed proposal forms may be rejected.

All questions regarding this RFP must be submitted to **Zakariya Sherman** by e-mail to zsherman@village-npb.org no later than seven (7) days prior to the date scheduled for proposal opening. Responses to questions will be provided as expeditiously as possible, generally within two (2) business days. If any question requires a response, which the Village in its sole discretion, determines should be provided to all potential proposers, the Village will issue an official addendum to this RFP. The Village will endeavor to make sure all potential proposers receive such addendum by posting the addendum on Demand Star for the respective proposal solicitation; however, it is the sole responsibility of every proposer to verify with the Village whether any addendum has been issued prior to submitting a proposal. The Village will not issue an addendum five (5) days or less before proposal opening.

3. PROPOSAL EVALUATION AND AWARD:

On the date and time specified in this RFP, the Village will open and announce aloud all proposals received on time. The evaluation of the proposals will occur soon thereafter. The proposal opening may be delayed if, at the sole discretion of the Village, such delay is considered to be in the Village's best interests.

The Village Administration will evaluate the proposals in order to prepare a recommendation to the Village Council for award of the proposal for the required goods and services. The resulting contract shall be awarded to the responsible Proposer that best meets the needs of the Village, taking into consideration, among other things, the financial responsibility of the Proposer, proven skill and experience, abilities to timely perform the contract, previous satisfactory performance, and such other abilities of the proposer that the Village in its sole discretion determines will enable the Proposer to perform effectively and efficiently. The Village, in its sole discretion, reserves the right to waive all technicalities or irregularities and to reject any or all proposals. The Village further reserves the right, in its sole discretion, to award a contract to the Proposer whose proposal best serves the interests of the Village.

The selected proposer will be required to execute a contract with the Village substantially in the form attached hereto as Exhibit G.

The Village, in its sole discretion, reserves the right to waive all technicalities or irregularities, to reject any or all proposals or any part of a proposal, to award to a single proposer or to divide the award between proposers, and to re-solicit this RFP or any part of this RFP. The Village further reserves the right, in its sole discretion, to award a contract to the proposer (or proposers) whose qualifications best serves the interests of the Village.

4. INSURANCE REQUIREMENTS:

The selected Proposer shall be required to carry and maintain the following insurance coverages through the time it furnishes all required goods and services to the Village and completes its obligations under the contract:

- 4.1 The Proposer shall maintain Comprehensive General Liability Insurance with minimum coverage limits of \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for bodily injury and property damage and \$2,000,000 in the general aggregate for products/completed operations.

Comprehensive General Liability Insurance shall include endorsements for property damage, personal injury, contract liability, product liability and independent contractor coverage.

- 4.2 The Proposer shall maintain Comprehensive Automobile Liability Insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect against claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Proposer or by anyone directly or indirectly employed by the Proposer.
- 4.3 The Proposer shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- 4.4 All insurance, other than Worker's Compensation, to be maintained by the Proposer shall specifically include the Village as an Additional Insured. The Proposer shall be responsible for any deductibles related to said insurance.

5. REGULATIONS, PERMITS AND FEES:

The selected Proposer will be required to obtain at its own expense all licenses required to provide the required services to the Village. The selected Proposer must comply with all Federal, State and local laws and regulations that may apply, including, but not limited to, those specifically referenced in the Proposal Documents.

6. PUBLIC ENTITY CRIMES:

In accordance with section 287.133, Florida Statutes, any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a VENDOR, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

A public entity crimes statement must be completed and signed by an authorized representative and be included with the proposal. A copy of the public entity crimes statement is attached to this RFP as Exhibit "D."

7. PUBLIC RECORDS:

Upon award recommendation or thirty (30) days after opening, whichever is earlier, all proposals and information submitted with each proposal become "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes ("Public Records Law"). In order to be exempt from disclosure, a proposer must invoke the exemptions to disclosure provided by law in its proposal by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such

exclusion from public disclosure is necessary.

8. PROPOSER'S CERTIFICATIONS:

Each proposer submitting a proposal acknowledges, agrees and certifies as follows:

- 8.1 The proposer and its proposal are subject to all terms and conditions specified herein with no exceptions unless authorized in writing by the Village;
- 8.2 The proposal constitutes an offer to the Village, which shall remain open, irrevocable, and unchanged for ninety (90) days after proposal opening;
- 8.3 The proposer has not given, offered nor intends to give or offer any economic opportunity, future employment, favor, or gratuity of any kind to any employee of the Village in connection with this RFP;
- 8.4 The proposer has not divulged or discussed its proposal with other proposers;
- 8.5 The proposal is made based on independent determination of the proposer without collusion with other proposers in an effort to restrict competition;
- 8.6 The proposer has not made any attempt to induce any potential proposer from submitting or declining to submit a proposal in response to this RFP;
- 8.7 The proposer is financially solvent and sufficiently experienced and competent to provide all goods and/or services required in this RFP;
- 8.8 The proposer shall indemnify, defend and hold harmless the Village, its officers, employees and agents from any and all claims, damages, causes of action or liability related to or arising from this RFP;
- 8.9 Proposer certifies that neither Proposer nor any of Proposer's principals have been convicted of a felony or any crime involving fraud.
- 8.10 Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in competitive procurement by any Federal, State or Local Government agency and are not listed on the Florida convicted vendor list.
- 8.11 No member of the proposer's ownership, management or staff has any vested interest in or employment relationship with the Village; and
- 8.12 All information provided in the proposal is true and correct in all respects.

If any proposer fails to meet the foregoing certifications, said failure will constitute grounds for rejecting the proposal.

9. PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS:

Each proposal shall be submitted in a clear, concise format, on 8½ x 11 paper. Each proposal set shall contain all information requested herein to be considered for award. Omission of required information may be cause for disqualification. Each proposal shall consist of the following:

9.1 **Cover Letter of Transmittal (no more than two pages).**

The cover letter shall serve as a formal introduction and executive summary of your firm's proposal. It should succinctly articulate your firm's keen interest in the RFP for Athletic Field Turf Maintenance Services and express a clear intention to submit a comprehensive response.

In your cover letter, please include:

- a. **Brief Firm Introduction:** A concise overview of your firm, highlighting core competencies and relevance to the RFP's scope.
- b. **Intent and Commitment:** A clear expression of why this RFP interests your firm and why your firm is well-suited for this project.
- c. **Acknowledgement of Compliance:**
 - o A statement that your firm is licensed in the State of Florida and qualified to provide all services requested under this RFP;
 - o A statement that if selected by the Village, the proposer understands the work to be done, commits to perform the work within the time period, is able to and will comply with all applicable laws, rules, regulations and ordinances of the Village, Palm Beach County, the State of Florida and the United States; and
 - o A statement that the proposer is able and will provide the required insurance as stated herein if selected by the Village Council.
- d. **Closing Statement:** End with a point of contact for any further communication or clarification.
- e. **Signature:** The cover letter should be signed by an individual with the authority to commit your firm to the proposal.

9.2 **Required Forms:**

Include the following signed forms as part of your proposal:

- a. Proposer's Acknowledgement (Exhibit "B")
- b. Proposal Form (Exhibit "C")
- c. Public Entity Crimes Statement (Exhibit "D")
- d. Scrutinized Vendor Certification (Exhibit "E")
- e. Confirmation of Drug-Free Workplace (Exhibit "F")

9.3 Addressing the Evaluation Criteria:

Provide detailed information to address each of the following evaluation criteria. For a more comprehensive understanding, refer to the “Evaluation Criteria” section located at the end of Exhibit “A,” under the Scope of Work/Specifications.

Firm Qualifications: Describe your firm's experience and expertise in Athletic Field Turf Maintenance Services, especially in Palm Beach County. Please provide details on at least six (6) relevant projects or contracts your firm has undertaken in the past three (3) years.

Price Proposal: Submit a competitive and comprehensive price proposal, inclusive of all necessary work components.

Equipment List: Detail the equipment and tools to be used, along with specifications and their relevance to the project.

References: Include a list of at least five (5) past clients, preferably governmental, especially within Florida, for whom you have performed similar services. For each reference, provide a contact person’s name, address and telephone number for each reference, and a general description of the services provided and the cost of such services.

Local Preference: If applicable, state any local presence in Palm Beach County. Provide a brief statement confirming if your main office or distribution point is located within Palm Beach County, along with its street address.

9.4 Conflict of Interest Disclosure.

The proposer shall disclose with its proposal the name(s) of any officer, director, agent, employee or immediate family member (spouse, parent, sibling and child) who is also an employee or officer of the Village. Furthermore, all proposers shall disclose the name of any Village employee or officer who, either directly or indirectly, owns a material interest in the proposer’s company, firm or group or in that of any of its affiliates. If no such conflict of interests exists, the proposer should clearly state this in its proposal.

10. CONE OF SILENCE:

This Request for proposals is expressly subject to the Cone of Silence provisions of Section 2-355 of the Palm Beach County Code of Ordinances. Any contract resulting from this RFP entered into in violation of the cone of silence provisions shall render the transaction voidable.

11. SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS:

Pursuant to section 287.05701, Florida Statutes (2023), the Village may not request documentation of or consider a proposer’s social, political, or ideological interests when determining if the proposer is responsible. Further, the Village may not give a preference to a proposer based on the proposer’s social, political, or ideological interests.

RFP EXHIBIT “A”
SCOPE OF WORK/SPECIFICATIONS

1. IN GENERAL:

The Village of North Palm Beach is seeking proposals from qualified sports turf maintenance companies and contractors to provide all labor, supervision, equipment, supplies, tools, materials, and all other required incidentals to perform the complete maintenance of the Village’s athletic fields. The Village reserves the right to award some or all Services to one or more qualified firms on a non-exclusive basis.

EXHIBIT “A-1” – FIELD LOCATIONS

FIELDS TO BE COVERED UNDER CONTRACT:		
Field Location/Name	Approx. S/F of Turf	Approx. S/F Skinned (Clay)
Osborne Park: 705 Prosperity Farms Road - Baseball Field *Warning tracks not included	48,180 s/f of Turf	9,960 s/f Skinned Area
Osborne Park: 705 Prosperity Farms Road - Softball Field *Warning tracks not included	53,596 s/f of Turf	9,177 s/f Skinned area
Community Center: 1200 Prosperity Farms Road - Multi-Purpose Field *Warning tracks not included	128,479 s/f of Turf	8,118 s/f Skinned Area
Veteran’s Memorial: 303 Anchorage Drive - Ornamental Turf	6,000 s/f of Turf	N/A
Anchorage Park: 603 Anchorage Drive - Baseball Field	N/A	6,400 s/f Skinned Area

All proposers are encouraged to visit the site(s) and inspect all Service areas, Irrigation, and landscape prior to submitting a proposal.

The selected contractor shall be responsible for all aspects of the sports turf maintenance including, but not limited to:

- Field Maintenance
- Mowing, line trimming, edging
- Irrigation scheduling, monitoring, and timing
- Fertilization
- Application of herbicides and pesticides
- Baseball field clay (skinned area) maintenance
- Sand top dressing
- Aerification
- Soil testing

2. GENERAL STANDARDS OF WORK:

2.1. Schedule of Work: At the beginning of each week, the selected contractor shall furnish to the Village a schedule of the week's priorities and routine maintenance. The Village reserves the right to direct the contractor to rearrange the schedule to meet the needs of the Village.

2.2. Chemicals and Fertilizers: Commercial fertilizer applicators must be certified by the Department of Agriculture and Consumer Affairs.

2.3. Baseball / Softball Fields (clay surfaces): The selected contractor shall be responsible for the weekly inspection, maintenance, upkeep, and repair of all clay areas associated with the ballfields. Clay areas shall be inspected weekly and any large stones, clumping material, ruts, holes, wet/dry areas, soft/hard spots, or bowled out areas shall be repaired. Clay areas shall be scarified, dragged, and watered until the desired texture is achieved.

Clay areas shall be laser leveled one time per year. Lip repairs & additional clay, if needed, shall be priced separately.

2.4. Soccer/Football & Baseball/Softball Fields (turf surfaces): All turf areas shall be inspected on a weekly basis and any large holes, ruts, or bowled out areas shall be repaired.

3. TURF MAINTENANCE:

3.1. Turf Mowing: A mowing schedule shall be provided each week in accordance with section 1.1. The mowing frequency shall adhere to the following weekly schedule:

- High Growth Season – March 1 to September 30 – once per week (additional mowing may be requested)

- Low Growth Season – October 1 to February 28 – once per week

Mower blades must be kept sharp so that the cut grass edge is clean and not ragged. Mowing patterns shall be changed frequently to avoid wear. Any grass clippings or other plant debris remaining on the grass surface shall be removed the same day as the mowing service is

performed.

Bermuda grass shall be mowed with a reel type mower and cut to a minimum height of ¾” to a maximum height of 1” above soil level. Edging at the warning tracks and infield lips shall be performed once per week.

If turf lacks density and root mass, growth regulators may be used in place of extra mowing during the grow season.

3.2. Fertilization: A fertilization schedule shall be submitted by the selected contractor and approved by the Village. The fertilizer used shall be a commercial grade product recommended for use on sports turf. Specific requirements shall be determined by soil tests conducted once every four (4) months and presented to the Village for a determination of whether additional additives are required.

Bermuda turf shall be fertilized with a complete NPK profile. Applications shall occur at least six (6) times per year and shall vary with the time of year of the application and the results of the soil analysis. Additional fertilization may be required as determined by the soil tests and approved by the Village.

3.3. Aeration, Verti-cutting, and Topdressing: These services shall be provided for proper air and water exchange for maximum growth potential and health of the Bermuda turf and shall be performed as follows:

- Aerification shall occur a minimum of six (6) times per year. Coring tines, solid tines and slicing should be used depending on field traffic and activities.
- Verticut once during growing season
- Sand Topdressing one full application once per year
- Spot topdressing weekly

The topdressing material shall be a mixture similar to the profile of the soil below the turf as determined by soil analysis. The selected contractor shall be responsible for spot topdressing worn turf areas, depressed turf areas, etc. as needed on an ongoing basis within a reasonable standard. Excessive turf wear caused by excessive field usage shall be brought to the attention of the Village and additional costs approved by Work Change Directive.

3.4. Disease and Pest Management: The selected contractor shall control or eradicate diseases and infestations by pests and ants by spraying affected areas with chemical sprays suitable for that particular disease or pest when evident or as often as necessary. The contractor shall control and/or eradicate infestations of insects and fungal and bacterial infestations. Fungicides and Pesticides shall be utilized on a quarterly basis for preventative measures and manufacturer’s recommended follow up treatment adhered to.

3.5. Application of Herbicides: All turf shall be maintained in a weed-free condition. The contractor shall apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. The application of herbicides shall be approved by the Village prior to placement. The application of herbicides shall be performed as follows:

- Application of herbicides shall be to the fence lines of all the sports fields
- Pre-Emergent herbicide – applied semi-annually
- Selective weed control – applied quarterly and on an as needed basis

3.6. Irrigation: The selected contractor shall oversee the functioning of time clocks for optimal watering of turf areas at both the Community Center Athletic Field and Veterans Memorial Park. This includes setting and adjusting the clocks as necessary. Additionally, the contractor is tasked with maintaining and repairing the irrigation systems at these locations. This responsibility encompasses a range of components, such as heads, piping, nozzles, zone valves, pumps, clocks, and boxes. The scope of work extends to the irrigation systems at the baseball and softball fields at Osborne Park. At Osborne Park, the contractor might require assistance from Village staff due to the manual nature of the system, which necessitates manual watering and wet checks.

Time clocks shall be checked once per month. The selected contractor shall, at least once per month, fully operate all the irrigation zones from the clocks. Any damages caused by the contractor's operation shall be repaired and replaced with the same equipment within forty-eight (48) hours.

The contractor shall notify the Village within twenty-four (24) hours of discovering an irrigation issue for needed repairs or system functionality. The contractor shall have forty-five (45) days from the start of the contract to inspect the irrigation system and report existing damage or incorrect operation and coverage to the Village.

4. ADDITIONAL SPECIFICATIONS AND REQUIREMENTS:

4.1. The initial term of this contract shall be for three (3) years, with an option to renew for two (2) additional one (1) year terms for a cumulative total of five (5) years, using the same terms, conditions, and pricing of the original agreements, unless earlier terminated. Any variation to the terms and conditions set forth herein shall be in writing and meet all applicable requirements as set forth in the RFP, including, but not limited to, the Proposal Form and the Specifications.

4.2. The Village reserves the right to decrease or amend any of the services as listed and described herein in negotiations with the selected firm. Any additional items shall be presented to the Village for approval. No additional work shall commence without the Village's written approval.

4.3. Award of this contract will be based on the information provided in the submissions. Proposals that accurately follow the evaluation criteria and are both complete and well-aligned with the Village's needs will receive higher scores and stand a better chance of being selected.

4.4. The selected contractor shall provide a point of contact that can be reached twenty-four (24) hours a day, seven (7) days a week and shall include both an email address and a cell phone number. The point of contact shall be used for communicating with the Village for all issues relating to the contract, including but not limited to contractor's performance, work

assignment, scheduling, and emergencies.

The contractor's point of contact must be able to clearly communicate in the English language, both verbally and in writing.

4.5. The contractor is responsible for supervising all employees on-site during work. It is essential that these employees are trained in customer service and always behave professionally. Any use of profane language or display of threatening behavior is strictly prohibited.

The contractor shall ensure all personnel are in a company uniform with the company logo and must be able to provide proper identification at all times.

4.6. The contractor shall provide and require the wearing of protective clothing and equipment as required by all applicable laws, regulations, ordinances, and manufacturer recommendations. Barricades shall be provided by the selected contractor when work is performed in areas traversed by persons, or when deemed necessary by the Village.

4.7. The contractor shall make every effort to stay on schedule and complete all routine work during the scheduled calendar week and within the approved scheduled time period, generally between 8:00 a.m. and 5:00 p.m. The Superintendent of Parks shall determine if work not performed on schedule constitutes a deficiency.

4.8. The contractor shall take precautions to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of the contractor's fault or negligence.

4.9. The contractor shall immediately notify the Superintendent of Parks regarding any damage to the work site, whether caused by the contractor or by other circumstances.

Should the contractor be the cause of any damage at the work site, the contractor shall assume full responsibility for all required repairs and replacements. This includes plants, materials, sprinkler heads, utilities, and any damaged property. The contractor must cover all costs for these repairs or replacements, ensuring they meet the satisfaction of the Superintendent of Parks before the work is finally accepted.

4.10. The contractor shall be available twenty-four (24) hours per day, seven (7) days a week, to provide emergency services.

Upon the Village's determination that an emergency exists, the Village will contact the contractor by telephone. The contractor must be at the job site, with all necessary personnel and equipment to complete the work, within two (2) hours from the Village's notification.

The contractor will be paid the hourly rate offered on the Proposal Form for the mobilization and demobilization for each Emergency Response.

4.11. The contractor shall be responsible for the removal of all debris and equipment from the site and for cleaning the work areas. The contractor shall keep the premises free of debris and unusable materials resulting from its work and as the work progresses. Upon request of the Village, the contractor shall remove such debris and materials from property. The Village's dumpsters or other containers are not to be used for disposal of any type of debris.

In the event of equipment failure, the contractor shall repair the on-site equipment within forty-eight (48) hours of breakdown. For any repairs to equipment that shall extend forty-eight (48) hours or longer, the equipment shall be removed from Village property and replaced at the contractor's expense. For all equipment breakdowns, the contractor shall

notify the Superintendent of Parks immediately.

4.12. Upon satisfactory completion of any job task, the contractor shall submit an invoice to the Superintendent of Parks via email and copy the department's Executive Assistant as well.

Failure to provide a proper invoice may cause delay in processing payment.

Payment will be made after services have been rendered, verified, and properly invoiced.

The contractor shall not be paid for work completed that was not authorized by the Village in writing.

Payments for completed services will be made upon receipt of a proper invoice and required supporting documentation.

- Requestor's name, telephone number, and address.
- Date(s) of service.
- Detailed description and location of work performed.
- Number of worked hours, labor/unit rates and totals of each.
- The contractor's invoice number (invoice numbers should not be repeated or reused).

5. RFP SUBMITTAL SCORING:

Proposals will be evaluated in accordance with weighted criteria listed below:

Evaluation Criteria – Scoring Guide	Points Range
Qualifications of Firm and Prior Experience	0 - 35
Price Proposal	0 - 35
Equipment	0 - 10
References	0 - 10
Village Local Preference	0 - 10
Total Maximum Points	100

All complete proposals received will be reviewed by an evaluation committee comprised of members of Village Staff. The criteria will guide the committee during the evaluation and selection process.

The Successful Proposer shall be required to execute a Village Contract covering the scope of services to be provided and setting forth the duties, rights, and responsibilities of the parties. The successful Proposer must execute the contract prior to recommendation of award and presentation to the Village Council.

In the event of a tie in scoring, the following tiebreakers will be applied in order:

1. Local Preference: Priority given to firms with local preference.
2. Qualifications and Experience: Evaluation of the depth and relevance of qualifications and prior experience.

3. References: Consideration of the quality and relevance of provided references.
4. Price Proposal: Review of the value offered in the price proposal.
5. Detailed Review/Interview: If a tie persists, a further detailed proposal review or additional interviews will be conducted to determine the most suitable candidate.

See below for additional detail concerning the Evaluation Criteria.

5.11 **Firm Qualifications** (Points Range 0 – 35)

- Provide a description of the firm, including the size, range of activities.
- Offer a narrative that demonstrates the firm’s understanding of the Village’s requirements for Athletic Field Turf Maintenance Services.
- Describe the firm's experience and expertise in Athletic Field Turf Maintenance Services, specifically highlighting how this will be applied to the project.
- Explain the firm’s methodology for completing the tasks outlined in the Scope of Services.
- Identify the primary contact and supervisory personnel for the project, including resumes or a list of qualifications (education, experience, etc.) for key personnel proposed to perform the work. Outline any significant subcontracted work areas.
- Include an implementation schedule detailing key milestones, timelines for deliverables, and the final report delivery date. Note any assumptions used in developing this schedule.
- State the firm's ability to commence work with minimum notice and propose any procedural or technical enhancements to the Scope of Services that align with the project objectives.
- Demonstrate the firm’s regular involvement in Athletic Field Turf Maintenance in Palm Beach County over the last three years, listing at least six relevant projects or contracts and providing three current business references for similar work.

5.12 **Price Proposal** (Points Range 0 – 35)

- Submit the signed, firm price proposal for providing Athletic Field Turf Maintenance Services. Ensure that all quoted rates are inclusive of labor, tools, equipment, fuel, billing, insurance, required reports, and all other incidentals and materials necessary to complete the work comprehensively.
- The proposal with the lowest proposed grand total amount will receive thirty-five (35) points. Proposals that do not offer the lowest price but are still competitively priced will be scored on a tiered system, with the points decreasing as the price increases relative to the lowest bid.

For example, proposals with prices slightly higher than the lowest will fall into the “Highly Competitive Pricing” category, receiving between 27-34 points. Those with moderate prices will be categorized under “Competitive Pricing” and will score between 19-26 points. Proposals with higher than average prices will be assessed as “Less Competitive Pricing” and will receive 8-18 points. Lastly, the “Non-Competitive Pricing” category, for the highest-priced proposals, will be allotted 0 to 7 points.

5.13 **Equipment** (Points Range 0 – 10)

- Proposers must supply all tools, equipment, and labor necessary for the project. Please provide a comprehensive list of all equipment and vehicles, specifying the manufacturer, model, capacity, and age of each item. Be aware that the Village retains the right to inspect and potentially reject any equipment judged unsuitable for the project.

5.14 **References** (Points Range 0 – 10)

- The proposer shall submit a list of at least five (5) entities, preferably governmental, located in the State of Florida, for which the proposer has performed similar Athletic Field Turf Maintenance Services within the last three years. Proposer shall indicate a contact person’s name, address and telephone number for each reference, and a general description of the services provided and the cost of such services.

5.15 **Local Preference** (10 Points)

- The Village shall grant a preference in the amount of ten (10) points to bidders who have a fixed office or distribution point located in and having a street address within Palm Beach County.

Tentative RFP Schedule (*subject to change at the discretion of the Village*):

April 24, 2024	Public Advertisement of RFP
May 22, 2024	Proposals due by 3:00 PM
June 5, 2024	Evaluation Committee Review of Proposals (Step 1)
June 27, 2024	Contract Recommendation to Council (Step 2)

RFP EXHIBIT "B"
PROPOSER'S SACKNOWLEDGEMENT

SUBMIT ONE (1) ORIGINAL, THREE (3) COPIES AND ONE (1) ELECTRONIC COPY (ON A THUMB DRIVE) OF YOUR PROPOSAL TO:

Village of North Palm Beach
Village Clerk's Office
501 U.S. Highway One,
North Palm Beach, FL 33408

RFP TITLE: Athletic Field Turf Maintenance Services

Proposal must be received **PRIOR TO 3:00 P.M. on May 22, 2024**, at which time proposals will be opened.

Proposer's Name: _____
(Please specify if a corporation, partnership, other entity or individual)

Fed. ID# or SSN: _____

Address: _____

Fax Number: _____

Telephone No.: _____

E-mail Address: _____

Contact representative: _____

The undersigned authorized representative of the Proposer agrees to all terms and conditions stated in the RFP, to supply Athletic Field Turf Maintenance Services meeting all specifications, and proposes and agrees that if this proposal is accepted by the Village, the Proposer will in good faith enter into contract negotiations with the Village utilizing the standard Village Contract in accordance with the terms and conditions of this RFP. No proposal may be withdrawn for a period of ninety (90) days following the opening of the proposals. The Proposer further acknowledges and affirms the certifications set forth in Section 8 of the RFP.

PROPOSER REPRESENTATIVE WITH AUTHORITY TO BIND PROPOSER

Authorized Representative's Signature

Date

Name

Position

CORPORATE SEAL

Attest By: _____
Secretary

Signature: _____ Date: _____

RFP EXHIBIT “C”
PROPOSAL FORM

Name of Proposer: _____

SECTION I: RATES PER SCOPE OF SERVICES:

SERVICE LOCATION	MONTHLY FEE	Qty.	TOTAL ANNUAL COST
Osborne Park	\$	12	\$
Community Center	\$	12	\$
Veteran’s Memorial	\$	12	\$
Anchorage Park	\$	12	\$

****CONTRACTOR shall submit a detailed schedule along with the pricing proposal. This schedule should outline the specific tasks to be performed throughout the year, including the timing and frequency of each activity. This will ensure clarity on service delivery and associated costs.**

SECTION II: AS-NEEDED ADDITIONAL SERVICES:

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1.	Bermuda Sod Repairs	Price Per Square Foot (SF)	\$
2.	Load of Clay Delivered	Price Per Load (LD)	\$
3.	Irrigation Repairs: Technician	Rate Per Hour (HR)	\$
4.	Irrigation Installation: Technician	Rate Per Hour (HR)	\$
5.	Irrigation: After hours emergency service hourly rate	Rate Per Hour (HR)	\$

RFP EXHIBIT "D"
PUBLIC ENTITY CRIMES STATEMENT
UNDER § 287.133, FLORIDA STATUTES

1. This sworn statement is submitted to the Village of North Palm Beach, Florida

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

a. A predecessor or successor of a person convicted of a public entity crime; or

b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power

to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT HIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

The foregoing document was sworn and subscribed before me this _____ day of _____, 2024 by _____, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

RFP EXHIBIT "E"
SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES

This sworn statement is submitted to the Village of North Palm Beach, Florida

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:
 - A. Does not participate in the boycott of Israel; and
 - B. Is not on the Scrutinized Companies that Boycott Israel List.
2. If the Contract for goods and services is for more than \$1,000,000, I hereby certify that the above-named entity:
 - A. Is not on the Scrutinized Companies with Activities in Sudan List; and
 - B. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
 - C. Has not engaged in business operations in Cuba or Syria.

Section 287.135, Florida Statutes, prohibits the Village from: (1) contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel; and (2) contracting with companies, for goods or services over \$1,000,000 that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Section 215.473, Florida Statutes or is engaged in business operations in Cuba or Syria.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

(Signature)

The foregoing document was sworn and subscribed before me this _____ day of _____, 2024 by _____, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

RFP EXHIBIT "F"
CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more Proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

(3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of _____,
I certify that _____ complies fully with the above requirements.

Authorized Representative's Signature

Date

Name:

Position:

RFP EXHIBIT “G”
STANDARD VILLAGE CONTRACT

This Contract is made as of the _____ day of _____, 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 _____, an individual or corporation authorized to do business in the State of Florida, 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 **Athletic Field Turf 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 **Athletic Field Turf 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.

SECTION 2: TERM OF CONTRACT.

A. This Contract shall become effective October 1, 2024 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 two (2) 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 **Athletic Field Turf Maintenance Services** and for which Purchase Orders are issued in accordance with VENDOR’s Proposal, which is attached hereto and incorporated herein by reference.

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:

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:

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

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

Firm Qualifications Rubric (Total: 35 Points)

1. Exceptional Qualifications (28-35 Points)

- Comprehensive description of the firm, highlighting extensive experience and expertise in Athletic Field Turf Maintenance Services.
- Clearly identified primary contact and supervisory personnel with detailed, relevant resumes or qualifications.
- Demonstrates regular involvement in Athletic Field Turf Maintenance in Palm Beach County over the last three years, with at least six relevant projects/contracts and three current business references.
- Clearly identifies key personnel and major areas of subcontract work.
- Provides a well-articulated narrative addressing the Scope of Services, showing a deep understanding of the Village's needs and requirements.
- Detailed approach to completing tasks with a realistic implementation schedule, clear project milestones, and an ability to begin work with minimum notice.
- Includes innovative procedural or technical enhancements to the Scope of Services.

2. Good Qualifications (20-27 Points)

- Adequate description of the firm with relevant experience in Athletic Field Turf Maintenance Services.
- Contact and supervisory personnel identified with good resumes or qualifications.
- At least three years of experience in the local area with a sufficient number of projects/contracts and business references.
- Identifies key personnel and subcontract work adequately.
- Narrative shows a good understanding of the Scope of Services and the Village's needs.
- Reasonable approach to task completion with a clear schedule and milestones.
- Some innovative ideas proposed for the Scope of Services.

3. Adequate Qualifications (10-19 Points)

- Basic description of the firm with some relevant experience.
- Contact and supervisory personnel listed with acceptable resumes or qualifications.
- Meets the minimum experience requirement in Palm Beach County.
- Key personnel and subcontract work are identified but lack detail.
- Narrative addresses the Scope of Services and the Village's needs but lacks depth.
- General approach to tasks with an implementation schedule and some milestones.

- Limited innovation in proposed enhancements to the Scope of Services.

4. Below Expectations (1-9 Points)

- Limited description of the firm with minimal relevance to Athletic Field Turf Maintenance Services.
- Inadequate details on contact and supervisory personnel.
- Barely meets the minimum experience requirement with few references.
- Key personnel and subcontract work are poorly identified.
- Narrative and understanding of the Scope of Services are superficial.
- Vague approach to tasks with an unclear schedule and few milestones.
- Little to no innovation in enhancements to the Scope of Services.

5. Unsatisfactory (0 Points)

- Fails to provide a coherent description relevant to Athletic Field Turf Maintenance Services.
- Lacks clear identification of contact and supervisory personnel.
- Does not meet the experience requirement or fails to provide necessary references.
- Key personnel and subcontract work are not identified.
- Narrative does not adequately address the Scope of Services or the Village's needs.
- No clear approach to task completion or schedule.
- No innovations or enhancements proposed to the Scope of Services.

Price Proposal

1. Most Competitive Pricing (35 points)	<ul style="list-style-type: none">Proposals with the lowest price receive the full 30 points.These prices are significantly more cost-effective compared to others while appearing realistic and sustainable.
2. Highly Competitive Pricing (27-34 points)	<ul style="list-style-type: none">Prices slightly higher than the most competitive proposals but still among the lower price ranges.Offers good value for money and considered highly competitive.
3. Competitive Pricing (19-26 points)	<ul style="list-style-type: none">Prices are moderate, neither the lowest nor the highest.Represents a fair market rate and reasonable value.
4. Less Competitive Pricing (8-18 points)	<ul style="list-style-type: none">Prices are higher than the majority of proposals.May be justified by additional services, higher quality, or other unique value propositions.
5. Non-Competitive Pricing (0-7 points)	<ul style="list-style-type: none">Proposals with the highest prices.Significantly higher than most other proposals without clear justification of the added cost.

Equipment

1. Exceptional Equipment (8-10 points)

- Provides a comprehensive list of all tools, equipment, and labor necessary for the work, exceeding basic requirements.
- The equipment roster includes detailed information on the manufacturer, model, capacity, and age, showing a range of high-quality, well-maintained, and suitable equipment.
- The fleet list is extensive and demonstrates a strong capability to handle the project's demands effectively.

2. Good Equipment (5-7 points)

- Offers a complete list of tools, equipment, and labor needed for the work.
- Equipment roster contains adequate details (manufacturer, model, capacity, and age) and includes equipment that is generally suitable for the required work.
- Provides a list of fleets that adequately covers the project's needs.

3. Adequate Equipment (3-4 points)

- Lists all necessary tools and equipment, but the details or range may be minimal.
- Equipment roster includes basic information but may lack comprehensive details or show signs of aging or limited capacity.
- Fleet list is provided but may not fully assure the capability to manage all aspects of the project efficiently.

4. Below Expectations (1-2 points)

- Provides a list of tools and equipment, but it lacks significant details or appears inadequate for the scope of work.
- Equipment roster is incomplete, with insufficient details on the manufacturer, model, capacity, or age, raising concerns about suitability.
- Fleet list is limited, raising doubts about the ability to handle the project effectively.

5. Unsatisfactory (0 points)

- Fails to provide a list of the necessary tools, equipment, and labor.
- Equipment roster is either missing or lacks critical information, making it impossible to assess suitability.
- No fleet list provided, or the list is so inadequate that it questions the contractor's capability to undertake the project.

References

1. Exceptional References (8-10 points)

- Provides a list of at least three highly relevant entities, preferably governmental, located in Florida, with detailed information.
- Each reference includes a contact person's name, address, telephone number, a comprehensive description of services provided, and cost details.
- The references clearly demonstrate a strong track record in similar tree trimming, management, and maintenance services within the last two years.

2. Good References (5-7 points)

- Offers a list of three entities, meeting the preference for governmental and Florida-based entities, with complete information.
- Each reference comes with contact details, and a good description of the services provided and cost.
- The references reflect a solid history of similar service provision within the last two years.

3. Adequate References (3-4 points)

- Provides at least three references, though they may not fully align with the preference for governmental entities in Florida.
- Includes most of the required details (contact information, service description, cost) but may lack some depth.
- Demonstrates adequate experience in similar services, but the relevance or quality of references is somewhat limited.

4. Below Expectations (1-2 points)

- Lists fewer than three references or the references provided are only marginally relevant.
- Missing significant details like contact information, comprehensive service descriptions, or cost.
- The provided references offer limited evidence of the proposer's experience and capability in similar work.

5. Unsatisfactory (0 points)

- Fails to provide any references, or the references provided are completely irrelevant or lack critical information.
- Does not demonstrate any relevant experience in tree trimming, management, and maintenance services within the required timeframe.

Local Preference

Meets Local Preference (10 points)

- The bidder has a fixed office or distribution point with a physical street address located within Palm Beach County. This is verified and earns the full 10 points.

Does Not Meet Local Preference (0 points)

- The bidder does not have a fixed office or distribution point with a physical street address within Palm Beach County. This results in 0 points being awarded.



Athletic Field Turf Maintenance Addendum

No. 1

April 30, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, May 22, 2024

Question 1: We are interested in providing a Bid for this RFP. Is there a pre-bid meeting? I didn't see mention of it in the solicitation.

Response 1: There is no pre-bid meeting. Thanks!

Question 2: Sorry I forgot to ask on my previous email... Do you have the Bid Tab's and budget for the project. Additionally, will the RFP be awarded to one vendor or multiple vendors.

Response 2: Do you mean for the current contract which expires September 30?

Question 3: Yes, the bid tabulations for the current contract for the various fields. This would be the amount of the winning bid the last time the solicitation went out. Also, if there is a stated budget for this RFP. Often, I see municipalities detail what the current budget would be as a guide for vendors. Additionally, will the Village of North Palm Beach, award all the fields to one vendor or choose multiple vendors and award each field individually.

Response 3: See attached bid tab from 2019. The fiscal year 2024 budget is currently set at \$199,673. A budget has not been established for the new contract; it will be determined based on the proposal from the winning bidder.

Village of North Palm Beach Proposal Summary Sheet

Proposal for: Athletic Field Bermuda Turf Maintenance Services		Date: June 12, 2019	No. of Proposals Received:
DESCRIPTION	VENDORS		
Requirements: seeking proposals to establish a contract with a qualified and experienced turf maintenance company to provide athletic field Bermuda turf maintenance services which shall be performed at Village facilities.	STO Landscape Services 9819 US Highway 441 Boynton Beach, FL 33472		
Osborne Park	\$69,526.00		
Community Center	\$103,759.00		
Veteran's Memorial	\$26,388.00		
VILLAGE OFFICIALS PRESENT (Signature)	VENDOR REPRESENTATIVES PRESENT (Print name of Rep and Company)		
			
			



Athletic Field Turf Maintenance
Addendum

No. 2

May 15, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, May 22, 2024

Question 1: I was hoping you could clarify something for me. Is the budget listed below \$199,673, the annual budget for the field maintenance? I want to make sure it's not the budget for the 3yr contract.

Response 1: That's our current annual budget under the current turf maintenance contract. That expires September 30th. The new budget starting October 1 will be whatever the winning bid is. And yes, that number will be per year. There is no pre-bid meeting. Thanks!



Athletic Field Turf Maintenance
Addendum

No. 3

May 21, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, May 22, 2024

Question 1: I am preparing the RFP to submit tomorrow. One question, on the RFP documents there is a space to provide pricing for Osborne Park, Community center and Veterans memorial. Are we to group the pricing for Anchorage park with the Veterans Memorial park pricing?

Response 1: Good catch! I'm actually going to issue an amendment that includes a revised form with a line for Anchorage Park. The new due date will either be next Wednesday or Thursday. I'm just waiting for the clerk to respond back.



THE VILLAGE OF
NORTH PALM BEACH
Leisure Services

"THE BEST PLACE TO LIVE UNDER THE SUN"

TO: All Potential Bidders
FROM: Zakariya M. Sherman, Director of Leisure Services
DATE: May 21, 2024
SUBJECT: Amendment to Athletic Field Turf Maintenance RFP No. 1

The following shall be a part of the **Athletic Field Turf Maintenance RFP**. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

RFP CHANGES No. 1:

It has come to our attention that RFP EXHIBIT "C" PROPOSAL FORM, specifically SECTION I: RATES PER SCOPE OF SERVICES, currently includes lines for Osborne Park, Community Center, and Veterans Park. However, we need to add a line for Anchorage Park.

The Revised section is below, highlighted in yellow:

SECTION I: RATES PER SCOPE OF SERVICES:

SERVICE LOCATION	MONTHLY FEE	Qty.	TOTAL ANNUAL COST
Osborne Park	\$	12	\$
Community Center	\$	12	\$
Veteran's Memorial	\$	12	\$
Anchorage Park	\$	12	\$

RFP CHANGES No. 2:

As a result of this Amendment, the submittal deadline has been extended to **Wednesday, May 29, 2024 @ 3:00PM.**

ALL ELSE REMAINS THE SAME FOR THE ATHLETIC FIELD TURF MAINTENANCE RFP.

Vendor must sign and return this amendment.

Vendor Name: _____

Authorized Signature: _____

Title: _____ Date: _____

This document must be filled out, signed, and submitted to the Office of the Village Clerk, 501 U.S. Highway One, North Palm Beach, FL, 33408 by Wednesday, May 29, 2024 at 3:00 p.m. Please title the envelope **“Invitation to Bid – Dry Boat Storage Renovation Amendment No. 1.”** Please include three (3) copies. Thank you.

REQUEST FOR PROPOSALS FOR

Athletic Field Turf Maintenance Services



VILLAGE OF NORTH PALM BEACH
501 U.S. HIGHWAY ONE
NORTH PALM BEACH, FLORIDA 33408-4906

ADVERTISEMENT, INSTRUCTIONS FOR
SPECIFICATIONS, PROPOSAL FORMS

Haverland Ag
Innovations



05/28/2024

Haverland Ag Innovations has been in the turfgrass business for 3 generations here in Palm Beach County. We serve several municipalities in the County and are heavily experienced in athletic field maintenance and construction of parks and schools. We are the only bermuda specific maintenance company in the southeast Florida. Licensed and insured in the state of Florida, we vow to maintain compliance with all state, county and municipal laws while continue to educate our staff on best management practices for Florida friendly landscaping. Haverland is extremely active in the green industry and serves in the Florida Nursery Growers & Landscape Association Board of Directors as well as serving on the Horticulture Committee for Palm Beach County.

We've had the honor of maintaining the athletic fields for North Palm Beach since 2019. Along the way we've had a blast participating in fishing tournaments, the community garden, and most recently Bird Village! We even encountered our first tornado which we are happy is now behind us.

We intend to continue our site specific maintenance program. Each park has been soil tested and each schedule is customized to fit each site's specific needs. North Palm Beach being a coastal town requires knowledge of salty soils and we have worked hard to rebuild the organic profile in the soil each year.

In our proposal you will find an operating plan which lays out our plan of action along with an annual schedule of services.

Should you have any questions regarding this proposal, please reach out to me anytime. Thank you for your consideration and we hope to continue our valued partnership with such a great Village.

Sincerely,

Keely Haverland

Business Development Manager

keely@haveag.com

561-305-0169

Operating Plan:

Term Contract for RFP Athletic Field Turf Maintenance

Overview

Athletic Field Maintenance for the Village of North Palm Beach will be directly overseen by Haverland Ag Innovations Account Manager, Michael Weinstein. Michael will work directly with staff from the Village of North Palm Beach to ensure maintenance of all proposed areas are completed to the highest standard.

Operating Management Plan

Haverland Ag Innovations will maintain the proposed areas using designated staff assigned to The Village of North Palm Beach parks. The total number of employees on this project will vary based on the season and location. On average there will be between 3-6 crew members, this includes, technicians, multiple project managers and an account manager. These crews will use multiple pieces of equipment and hand tools to mow, groom clay, and treat agronomically. Haverland Ag Crews will remove any litter or debris from proposed areas before moving to the next location.

Transition Plan

Following the award of the contract, Haverland AG will schedule a meeting with parks & rec managers from the Village of North Palm Beach to schedule a ride along. The purpose of this ride along will be to review all areas of work. During this ride along the account manager from Haverland Ag will identify any specific needs for this project that were not listed in the scope of services. Haverland Ag will designate all equipment and personnel for this project a minimum of one month before initial service.

Schedule

Haverland Ag will work directly with the Village of North Palm Beach to formulate a schedule for when the best time is to complete services. We are very experienced in scheduling work around sports and events as well as maximizing windows of field closure.

Equipment

Haverland Ag is fully equipped to handle the scope of work listed in the solicitation. All equipment listed is owned by Haverland Ag. See attached equipment list for a full list of equipment available for use to complete this project. In addition, Haverland Ag is constantly updating their equipment and fleet with start-of-the-art equipment to better service our clients.

Dispatch

Haverland Ag dispatches crews at 6:00 am from Boynton Beach and returns at 3:00pm. During the day Haverland Ag uses Aspire landscape software to track crews and progress on each project. The progress of crews is heavily monitored by production managers, account manager, and the branch manager.

Escalation Process

While Haverland Ag takes great pride in monitoring its crews to ensure the highest level of professionalism, should an issue arise the Village of North Palm Beach can reach out the account manager directly. If the city is unhappy with the way the problem was addressed by the account manager, the branch manager will step in to resolve the issue. In addition, if a problem is spotted by our crew members it is then reported to the account manager who will inform the appropriate parties. The account manager will also offer solution to fix any issues and discuss solutions with the Village of North Palm Beach.

Recent Projects:

Haverland maintains several municipal parks, schools, and equestrian fields. Some recent projects include:

- City of Delray Beach Pompey Park. We maintain 3 baseball fields since 2018 and our contract has been awarded for a second time in 2024.
- City of Delray Beach Seacrest Soccer Complex. We maintain multiple soccer fields and a stadium football field since 2017. Our contract was awarded a second time in 2023.
- City of Lake Worth Beach. We maintain 5 parking in Lake Worth Beach since 2018 and were awarded a second contract in 2023
- Village of Royal Palm Beach. We have been doing the agronomics for Royal Palm Beach since 2022 and were awarded the mowing and irrigation as well in 2024
- Village of Wellington. In 2022 we were involved with the renovation of the Wellington Amphitheater and were awarded the maintenance there after.
- Town of Lantana. We serve the Town of Lantana on an as needed basis providing agronomics, sod repairs and additional services since 2017.

Our most notable projects:

- Extreme Makeover TV Show. We made improvements to Boynton Beach Little League Field
- Make-A-Wish Foundation. A boy ill with cancer wished for a football field in his back yard in Boca Raton and we made his dream come true!
- Flip My Florida Yard TV Show. We flipped a yard for a single mother with 3 children creating a space that was low maintenance and Florida Friendly.
- University of Miami Practice Field Renovation and establishment
- FAU Stadium & practice field renovation and establishment
- InterMiami CF- Establishment of all new sports fields

HAVERLAND AG INNOVATIONS INC.

Turfgrass Maintenance References

Providing Turfgrass Maintenance Services Since 1997

City of Delray Beach: Pompey Park 3 Bermuda Baseball Fields (4 Acres), Seacrest Soccer and Hilltopper Football Fields (11 Acres)

Owner: City of Delray Beach

Contact Person: Mr. Samuel Metott

Phone: 561-243-7260

Email: MetottS@mydelraybeach.com

Location: 100 N.W. 1st Ave. Delray Beach, Florida 33444

Service Dates: Started 2018 & Currently Still Under Contract

City of Lake Worth Beach: Bermuda Northwest Complex, Manzo Field, Memorial Field, Sunset Ridge, Howard Park (8.18 Acres)

Owner: City of Lake Worth Beach

Contact Person: Chris Hana

Phone: 561-449-3078

Email: chana@lakeworthbeachfl.gov

Services Dates: Started 2018 & Currently Still Under Contract.

Village of Royal Palm Beach: Seminole Palms Park (7 Acres) & Katz Fields (7 Acres) Soccer & Baseball Fields

Owner: Village of Royal Palm Beach

Contact Person: Mr. Mark Pawlowski

Email: mpawlowski@royalpalmbeachfl.gov

Phone: 630-309-3811

Location: 100 Sweet Bay Ln, Royal Palm Beach FL 33411

Service Dates: Started 2022 to Present

Village of Palm Springs: 3 Baseball Fields 1 Multi-Purpose Field (7.5 Acres)

Owner: Village of Palm Springs

Contact Person: Mr. Jason Ruiz

Email: jruiz@vpsfl.org

Phone: (561) 584-8200, 8451

Location: 226 Cypress Lane, Palm Springs, FL 33461

Service Dates: Started 2021 & Currently Still Under Contract

Village of Wellington: Bermuda Amphitheater (1.5 Acres)

Owner: Village of Wellington

Contact Person: Will Gurney

Phone: 561-791-4126

Email: wgurney@wellingtonfl.gov

Location: 14001 Pierson Road Wellington FL 33411

Service Dates: 2023-Currently Still Under Contract



HAVERLAND AG

INNOVATIONS

Key Employees:

Robert Alcantara - Branch Manager

Director of Turf Operations, Sales, Customer Relations
15 years sports turf management

Keely Haverland – Business Development Manager

Sports Turf Management, Operations, Sales, Customer Relations
Past President – Florida Nursery Growers and Landscape Association
15 Years Sports Turf Management

Michael Weinstein – Facilities Turf Manager

Facilities Turf Manager
8 years golf & sports turf management

Kenneth Sheppard – Maintenance Operating Supervisor

Assistant Turf Manager/Equipment Operator/Fertilization Specialist
20 years sports turf operations

Robinson Cruz – Assistant Equipment Operator, Technician

10 years sports turf operations

Jhonny Arango { US Veteran } – Lead Spray Technician

Head Spray Technician/Bermuda Chemical Specialist

12 years golf sports turf operations

Certifications

Your Athletic Field Specialists



Chapter 487 Commercial Turf

Florida Department of Agriculture and Consumer Services
Pesticide Certification Office
Commercial Applicator License
License # CM23474

ARANGO, JHONNY ALEX
2773 EMORY DR EAST
APT B
WPB, FL 33415

Categories
3

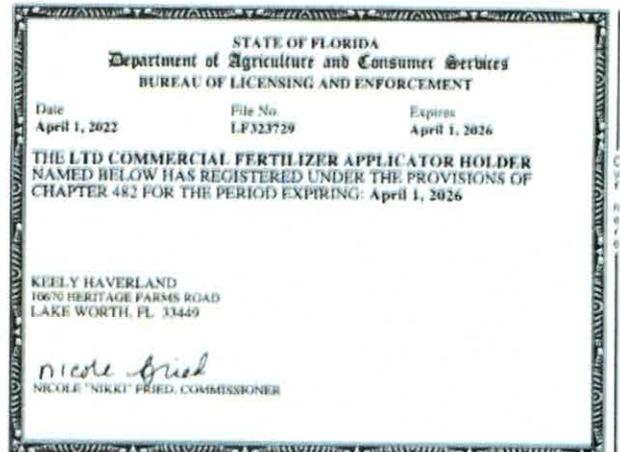
Issued: April 3, 2023

Expires: March 31, 2027

Jhonny Arango
Signature of Licensee

Wilton Simpson
WILTON SIMPSON, COMMISSIONER

This individual is licensed under the provisions of Chapter 487, F.S., to purchase and apply restricted use pesticides.





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****
 3541 HIGH RIDGE RD
 3541
 BOYNTON BEACH FL 33426

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
LANDSCAPING	HAVERLAND AG INNOVATIONS INC		B24.507853 3/12/2024	342.50	B40146911

This document is valid only when received by the Tax Collector's Office.

HAVERLAND AG INNOVATIONS INC
 HAVERLAND AG INNOVATIONS INC
 10670 HERITAGE FARM RD
 LAKE WORTH FL 33449

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 2015084624
EXPIRES: 9/30/2024

This receipt **MUST** be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

State of Florida

Department of State

I certify from the records of this office that FLORIDA ULS OPERATING LLC is a Delaware limited liability company authorized to transact business in the State of Florida, qualified on August 27, 2020.

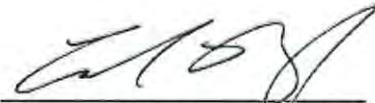
The document number of this limited liability company is M20000007467.

I further certify that said limited liability company has paid all fees due this office through December 31, 2024, that its most recent annual report was filed on February 5, 2024, and that its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Thirteenth day of March, 2024*




Secretary of State

Tracking Number: 2302853784CU

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

RFP EXHIBIT "C"
PROPOSAL FORM

Name of Proposer: Florida ULS Operating llc dba Haverland Ag Innovations

SECTION I: RATES PER SCOPE OF SERVICES:

SERVICE LOCATION	MONTHLY FEE	Qty.	TOTAL ANNUAL COST
Osborne Park	\$ 6,312.00	12	\$ 75,744.00
Community Center	\$ 8,898.00	12	\$ 106,776.00
Veteran's Memorial	\$ 2,490.00	12	\$ 29,880.00

****CONTRACTOR** shall submit a detailed schedule along with the pricing proposal. This schedule should outline the specific tasks to be performed throughout the year, including the timing and frequency of each activity. This will ensure clarity on service delivery and associated costs.

SECTION II: AS-NEEDED ADDITIONAL SERVICES:

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1.	Bermuda Sod Repairs Includes sod removal	Price Per Square Foot (SF)	\$ 1.50
2.	Load of Clay Delivered Includes installation	Price Per Load (LD)	\$ 1,350.00
3.	Irrigation Repairs: Technician	Rate Per Hour (HR)	\$ 70.00
4.	Irrigation Installation: Technician	Rate Per Hour (HR)	\$ 80.00
5.	Irrigation: After hours emergency service hourly rate	Rate Per Hour (HR)	\$ 95.00



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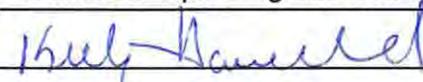
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Veteran's Memorial	\$ 2,490.00	12	\$ 29,880.00
Anchorage Park	\$ 859.00	12	\$ 10,308.00

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Vendor must sign and return this amendment.

Vendor Name: Florida ULS Operating LLC dba Haverland Ag Innovations
Authorized Signature: 
Title: Business Development Manager Date: 05/28/2024

This document must be filled out, signed, and submitted to the Office of the Village Clerk, 501 U.S. Highway One, North Palm Beach, FL, 33408 by Wednesday, May 29, 2024 at 3:00 p.m. Please title the envelope "**Invitation to Bid – Dry Boat Storage Renovation Amendment No. 1.**" Please include three (3) copies. Thank you.

SECTION III: IRRIGATION MATERIALS PRICE LIST:

Please provide a comprehensive inventory of all necessary materials and equipment required for the upkeep and efficient functioning of an irrigation system. This list should include, but is not limited to, items such as sprinkler heads (include most common types), piping, tubing, nozzles, zone valves, pumps, controllers, timers, valve boxes, backflow preventers, pressure regulators, filters, drip irrigation components, fitting and connectors, clamps and supports, wire and connectors, and other relevant components.

ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
<i>See attached list</i>	Price Per Unit	\$
	Price Per Unit	\$

Sheet Continued on Next Page.



H A V E R L A N D A G

I N N O V A T I O N S

Unit cost for irrigation parts

Item	Item list cost
Heads	
Nozzle	\$1.25
Rotary Nozzle	\$11.00
Bubbler ADJ	\$2.00
Bubbler PRS	\$5.50
6" pop-up	\$9.00
6" RD	\$7.25
6" PRS	\$17.00
6" PRS-SAM	\$21.00
6" RD PRS-SAM	\$23.00
12" PRS	\$19.00
12" PRS-SAM	\$25.50
12" RD	\$14.00
12" RD PRS-SAM	\$28.00
RISER	\$13.00
4" Rotor	\$16.00
4" Rotor PRS-SAM	\$23.00
6" Rotor	\$29.00
6" Rotor PRS-SAM	\$26.00
12" Rotor	\$29.00
12" Rotor PRS-SAM	\$51.00
Valves	
1" Residential Valve	\$30.00
1" Commercial PGA	\$31.00
1" Commercial PEB	\$120.00
1" Commercial PEBS	\$175.00
1 1/2" Commercial PGA	\$105.00
1 1/2" Commercial PEB	\$160.00
1 1/2" Commercial PESB	\$216.00
2" Commercial PGA	\$130.00
2" Commercial PEB	\$190.00
2" Commercial PESB	\$250.00
1" Ball Valve	\$9.00
1 1/4" Ball Valve	\$26.00
1 1/2" Ball Valve	\$18.00

2" Ball Valve	\$56.00
2 1/2" Ball Valve	\$69.00
3" Ball Valve	\$330.00
1" Gate Valve	\$120.00
1 1/4" Gate Valve	\$180.00
1 1/2" Gate Valve	\$210.00
2" Gate Valve	\$245.00
3" Gate Valve	\$841.00
4" gate Valve	\$1,216.00

Line Repairs

Drip Line	\$5.00
1/2"	\$10.00
3/4"	\$15.00
1"	\$20.00
1 1/4"	\$35.00
1 1/2"	\$55.00
2"	\$68.00
2 1/2"	\$94.00
3"	\$186.00
4" Compression Coup.	\$297.00

Labor

<i>General labor</i>	<i>\$70.00</i>
<i>Tech</i>	<i>\$80.00</i>
<i>Specialist</i>	<i>\$95.00</i>

SECTION IV: LIST OF EQUIPMENT:

Proposers are required to list below all equipment/fleets that will be used on this project. Equipment make, model, capacity, and age of the equipment must be provided. Include additional sheets if you need more space.

ITEM DESCRIPTION	MAKE/MODEL	CAPACITY	AGE
<i>See attached list</i>			

END OF SECTION

Exhibit C

2024 HAVERLAND AG INNOVATIONS

Equipment List

#	ASSETS		
	GREEN: Item Label		
	Reel Mowers		
	2018 Toro 5510D Reelmaster Mower		
	2018 Toro Reelmaster 5510 D Mower		
28	2022Toro 5510D Reelmaster Mower		
29	2022 Toro 5510D Reelmaster Mower		
30	2018 Toro 5510D Reelmaster Mower 1		
	2020 John Deere 8700A Reel Mower		
	2022 John Deere 6700A Reel Mower		
	2023 John Deere 6700A Reel Mower		
	2023 Toro 5510D Reelmaster Mower		
	Rotary Mowers		
180	2021 Wright Stander X Mower		
	2020 Spider ILLD01- Robotic Mower		
178	2022 Wright ZTO Mower 52"		
179	2023 Wright Stander X Mower 52"		
15	2020 Bushog Mower Implement		
	Tractors		
	2021 Kubota L4701HST Tractor		
	2018 Kubota 4WD HST L5460HSTC		
	2020 John Deere Tractor #5075E		
16	2018 Kubota L524HSTC Tractor		
3	2015 Kubota L5030GST Tractor		
	Verti-cutters		
	2018 ThatchMaster Verticutter TM-6000		
10	2016 Thatchmaster 72" TM660 Verticutter Implement		
	Turf Vacuum		

	2018 Toro Rake O Vac			
6	2020 Toro Rac O Vac 07050 Vacuum Implement			
	Clay Groomers			
	2016 ABI-S360 - ABI Force Clay Groomer			
7	2022 John Deere 1220A Clay Groomer			
188	2020 John Deere 1200A Clay Groomer			
	Loaders			
12	2017 Kubota 520S Loader			
189	2005 Kubota 520S Loader			
	Cat PD25D Forklift			
	Utility Vehicles			
	2018 KUBOTA UTILITY VEHICLE RTV- 900WL-H			
26	2016 John Deere Gator #23			
27	2016 John Deere Gator # 26			
8	2022 John Deere Gator Utility Vehicle			
34	2020 John Deere Gator- #9			
	Sprayers			
	2021 Toro MP5800 Sprayer			
	2018 Toro Multipro 1750			
22	2016 Toro 1750 Multi Pro Sprayer			
21	2015 John Deere Gator - TS Spray Gator			
	Aerifiers			
	2020 Toro ProCore 864			
	2018 ExMark 30" Standon Aerator ARX541CKA30000			
20	2013 Aerway Aerifier			
	Top Dressers			
	2018 TurfCo Metermatic XL Top Dresser Y00144			
18	2016 Tycrop Spreader MH400			
31	Rollers			
	2017 Volvo DD25B Double-drum Roller			
167	Bannerman Pull Behind Roller			
	Blowers, Trimmers, Tools, Paint Strippers			
	50 Assets			
	Sod Cutters			

	2020 Billy Goat Sod Cutter		
	2018 Ryan Sod Cutter RYN-59-1000		
	Implements, Fertilizer Spreaders		
94	2020 LESCO HPS CHARIOT SPREADER		
36	2015 Kubota Spreader VS400		
164	LESCO SPREADER		
140	LESCO 80 lb FERTILIZER SPREADER 0199		
217	Lesco Spreader		
218	Lesco Spreader		
	Trucks		
32	Truck # 63 - 2017 Isuzu NPR 9234		
	TRUCK #68 2016 ISUZU NPR -		
	TRUCK # 67 2015 CHEV 1479 -		
#35	TRUCK # 66 2015 ISUZU 3628 -		
	TRUCK # 79 2007 GMC 8774 - Fuel Station only		
	TRUCK # 73 2015 FRIEGHT1574 -		
	TRUCK # 90 2020 ISUZU		
	TRUCK # 91 2020 ISUZU		
	TRUCK #1450 2023 CHEV 1500		
36	Trailers		
	2020 Big Tex Trailer 14LX-14BK75SRPD		
#1	2010-Alumne-- 3353 006RXU		
#2	2011- Alumne- 3017 009RXU		
#4	2012-Alumne-3023 012RXU		
#6	2004 Anderson- 4094 Y45AJE		
#7	2014 Pace Enclosed Trailer - 1113 008RXU		
#8	2014 Pace Enclosed Trailer - 1181- PBAU Storage Trailer		
#9	2005 Anderson - 8682 EXWV75		
#10	2008 Anderson- 2185 EIUR50		
#12	1999 Anderson- 9844 Y09DTW		
#13	2004 Anderson- 9754 EIUR51		
#15	2000 Anderson- 1211 YO7DTW		
#17	2018 Big Tex- 1109 JDUG09		
#19	2019 Big Tex 14 GX- 6872 KVAU25		

RFP EXHIBIT "F"
CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two or more Proposals are equal with respect to price, quality, and service which are received by any political subdivision for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

(1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

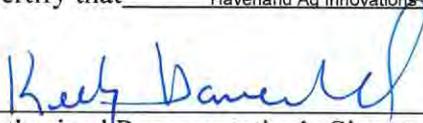
(3) Give each employee engaged in providing the commodities or contractual services that are under proposal a copy of the statement specified in subsection (1).

(4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

(5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.

(6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign this statement on behalf of Florida ULS Operating LLC dba Haverland Ag Innovations,
I certify that Florida ULS Operating LLC dba Haverland Ag Innovations complies fully with the above requirements.



Authorized Representative's Signature

05/28/2024
Date

Keely Haverland
Name:

Business Development Manager
Position:

Village of North Palm Beach

Community Park- (1) Multi-Purpose Field 128,479 sq ft 2.9 acres

January

Mow/Line Trim	1 x Weekly		\$3,240.00
Edge	1x Monthly		\$465.00
Milorganite 6-3-0 Fertilization	(1) @ 10 bags per acre	29 bags	\$820.00
Core Aerification	1 Visit		\$1,003.00
Spot Spray Weeds	1x Weekly		\$290.00
Spot Topdressing	1x Weekly		\$110.00
Preventative Nematicide	1 Visit		\$1,654.00
Drag Clay	1x Weekly		\$375.00
Irrigation Check	1x Monthly		\$461.00

February

Mow/Line Trim	1 x Weekly		\$3,240.00
Edge	1x Monthly		\$465.00
Mole Cricket Prevention Application	1 Visit		\$1,115.00
21-0-0 Liquid Fertilizer	1 Visit		\$660.00
Carbon	1 Visit		\$1,367.00
Pre-Emergent Herbicide	1 Visit		\$1,168.00
Boom Spray Weed Control	1 Visit		\$980.00
Spot Topdressing	1x Weekly		\$110.00
Drag Clay	1x Weekly		\$375.00
Irrigation Check	1x Monthly		\$461.00

March

Mow/Line Trim	1x Weekly		\$3,240.00
Edge	1x Monthly		\$465.00
Command Soil Ammendment	1 Visit	1500 lbs per acre	\$3,220.00
16-8-4 w/ Iron	1 Visit	16 bags	\$781.00
15-3-15 Fertilization	(1) @ 6 bags per acre	18 bags	\$1,047.00
Spot Spray Weed Control	1x Weekly		\$290.00
Soil Testing	1 Visit		\$175.00
Spot Topdressing	1x Weekly		\$110.00
Drag Clay	1x Weekly		\$375.00
Irrigation Check	1x Monthly		\$461.00

April

Mow/Line Trim	1x Weekly		\$3,240.00
Edge	1x Monthly		\$465.00
Verticut & Vacuum	1 Visit		\$3,012.00
Spot Topdressing	1x Weekly		\$110.00
0-0-22 Sul Po Mag	(1) 4 bags per acre	12 bags	\$790.00
Milorganite 6-3-0 Fertilization	(1) 10 bags per acre	29 bags	\$820.00
Humic Acid Ammendment	1 Visit		\$840.00
Boom Spray Weed Control	1 Visit		\$980.00

Village of North Palm Beach

Community Park- (1) Multi-Purpose Field 128,479 sq ft 2.9 acres

Drag Clay	1x Weekly		\$375.00
Irrigation Check	1x Monthly		\$461.00

May

Mow/Line Trim	1x Weekly		\$3,240.00
Edge	1x Monthly		\$465.00
Core Aerification	1 Visit		\$1,003.00
Spot Topdressing	1x Weekly		\$110.00
15-3-15 w/ Pendimethalin	(1) 7 bags per acre	20 bags	\$1,132.00
Carbon			\$1,367.00
Spot Spray Weed Control	1x Weekly		\$290.00
Drag Clay	1x Weekly		\$375.00
Irrigation Check	1x Monthly		\$461.00

June

Mow/Line Trim	1x Weekly		\$3,240.00
Edge	1x Monthly		\$465.00
Top Choice Insect Control	1 @ 87lbs per acre	6 bags	\$1,091.00
21-0-0 Ammonium Sulfate	1 @ 4 bags per acre	10 bags	\$681.00
Boom Spray Weed Control	1 Visit		\$980.00
Spot Topdressing	1x Weekly		\$110.00
Drag Clay	1x Weekly		\$375.00
Irrigation Check	1x Monthly		\$461.00

July

Mow/Line Trim	2x Weekly		\$3,240.00
Edge	1x Monthly		\$465.00
Core Aerification	1 Visit		\$1,003.00
15-3-15 Fertilization	(1) @ 6 bags per acre	18 bags	\$1,047.00
Sand Topdressing	1 Visit - 80/20 Mix	4 loads	\$6,032.00
Spot Spray Week Control	1x Weekly		\$230.00
Dray Clay	1x Weekly		\$375.00
Irrigation Check	1x Monthly		\$461.00

August

Mow/Line Trim	1x Weekly		\$3,240.00
Edge	1x Monthly		\$465.00
21-0-0 Liquid Fertilizer	1 Visit		\$660.00
Boom Spray Weeds	1 Visit		\$884.00
Spot Boom Spray Weeds	1 Visit		\$699.00
Preventative Nematicide	1 Visit		\$1,654.00
Spot Topdressing	1x Weekly		\$110.00
Drag Clay	1x Weekly		\$375.00
Irrigation Check	1x Monthly		\$461.00

Village of North Palm Beach
Community Park- (1) Multi-Purpose Field 128,479 sq ft 2.9 acres

September

Mow/Line Trim	1x Weekly		\$3,240.00
Edge	1x Monthly		\$465.00
Core Aerification	1 Visit		\$1,003.00
15-0-15 Fertilization	(1) @ 6 bags per acre	14 bag	\$812.00
Bifentrin - Insect Control	1 Visit		\$640.00
Spot Spray Weed Control	1x Weekly		\$290.00
Spot Topdressing	1x Weekly		\$110.00
Soil Testing	1 Visit		\$175.00
Drag Clay	1x Weekly		\$375.00
Irrigation Check	1x Monthly		\$461.00

October

Mow/Line Trim	1x Weekly		\$3,240.00
Edge	1x Monthly		\$465.00
Mole Cricket Prevention Application	1 Visit		\$1,115.00
Pre-Emergent Herbicide	1 Visit		\$1,168.00
Boom Spray Weed Control	1 Visit		\$980.00
Spot Boom Spray Weed Contrl	1x Weekly		\$699.00
Spot Topdressing	1x Weekly		\$110.00
Dray Clay	1x Weekly		\$375.00
Irrigation Check	1x Monthly		\$461.00

November

Mow/Line Trim	1x Weekly		\$3,240.00
Edge	1x Monthly		\$465.00
Core Aerification	1 Visit		\$1,003.00
15-0-15 Fertilization	(1) @ 6 bags per acre	14 bags	\$812.00
0-0-22 Sul Po Mag	(1) @ 4 bags per acre	12 bags	\$790.00
Spot Spray Weed Control	1x Weekly		\$290.00
Spot Topdressing	1x Weekly		\$110.00
Drag Clay	1x Weekly		\$375.00
Irrigation Check	1x Monthly		\$461.00

December

Mow/Line Trim	1x Weekly		\$3,240.00
Edge	1x Monthly		\$465.00
Preventative Disease Control	1 Visit		\$833.00
Spot Boom Spray Weed Control	1 Visit		\$699.00
Spot Topdressing	1x Weekly		\$110.00
Drag Clay	1x Weekly		\$375.00
Irrigation Check	1x Monthly		\$461.00

Community Park- (1) Multi-Purpose Field 128,479 sq ft 2.9 acres

*Schedule subject to change due to
weather and soil testing

*Soil at this site contains heavy
amounts of salt and therefore
requires more soil ammendments

\$106,776.00

Village of North Palm Beach
Osborne Park- Ballfields (2) 101,776 sq ft 2.3 acres

January

Mow/Line Trim	1 x Weekly		\$2,560.00
Edge	1x Monthly		\$430.00
Milorganite 6-3-0 Fertilization	(1) @ 10 bags per acre	23 bags	\$690.00
Core Aerification	1 Visit		\$870.00
Spot Spray Weeds	1x Weekly		\$265.00
Spot Topdressing	1x Weekly		\$90.00
Drag Clay	1x Weekly		\$375.00

February

Mow/Line Trim	1 x Weekly		\$2,560.00
Edge	1x Monthly		\$430.00
Mole Cricket Prevention Application	1 Visit		\$962.00
21-0-0 Liquid Fertilizer	1 Visit		\$660.00
Pre-Emergent Herbicide	1 Visit		\$776.00
Boom Spray Weed Control	1 Visit		\$884.00
Spot Topdressing	1x Weekly		\$90.00
Drag Clay	1x Weekly		\$375.00

March

Mow/Line Trim	1x Weekly		\$2,560.00
Edge	1x Monthly		\$430.00
15-3-15 Fertilization	(1) @ 6 bags per acre	14 bags	\$948.00
Spot Spray Weed Control	1x Weekly		\$265.00
Soil Testing	1 Visit		\$175.00
Spot Topdressing	1x Weekly		\$90.00
Drag Clay	1x Weekly		\$375.00

April

Mow/Line Trim	1x Weekly		\$2,560.00
Edge	1x Monthly		\$430.00
Verticut & Vacuum	1 Visit		\$2,343.00
Spot Topdressing	1x Weekly		\$90.00
0-0-22 Sul Po Mag	(1) 4 bags per acre	10 bags	\$725.00
Milorganite 6-3-0 Fertilization	(1) 10 bags per acre	23 bags	\$690.00
Boom Spray Weed Control	1 Visit		\$884.00
Drag Clay	1x Weekly		\$375.00

May

Mow/Line Trim	1x Weekly		\$2,560.00
Edge	1x Monthly		\$430.00
Core Aerification	1 Visit		\$870.00
Spot Topdressing	1x Weekly		\$90.00
15-3-15 w/ Pendimethalin	(1) 7 bags per acre	16 bags	\$948.00

Village of North Palm Beach
Osborne Park- Ballfields (2) 101,776 sq ft 2.3 acres

Spot Spray Weed Control	1x Weekly		\$245.00
Drag Clay	1x Weekly		\$375.00
June			
Mow/Line Trim	1x Weekly		\$2,560.00
Edge	1x Monthly		\$430.00
Top Choice Insect Control	1 @ 87lbs per acre	5 bags	\$992.00
21-0-0 Ammonium Sulfate	1 @ 4 bags per acre	10 bags	\$681.00
Boom Spray Weed Control	1 Visit		\$884.00
Spot Topdressing	1x Weekly		\$90.00
Drag Clay	1x Weekly		\$375.00
July			
Mow/Line Trim	1x Weekly		\$2,560.00
Edge	1x Monthly		\$430.00
Core Aerification	1 Visit		\$870.00
15-3-15 Fertilization	(1) @ 6 bags per acre	14 bags	\$948.00
Sand Topdressing	1 Visit - 80/20 Mix	3 loads	\$4,515.00
Spot Spray Week Control	1x Weekly		\$230.00
Dray Clay	1x Weekly		\$375.00
August			
Mow/Line Trim	1x Weekly		\$2,560.00
Edge	1x Monthly		\$430.00
21-0-0 Liquid Fertilizer	1 Visit		\$660.00
Boom Spray Weeds	1 Visit		\$884.00
Spot Boom Spray Weeds	1 Visit		\$610.00
Spot Topdressing	1x Weekly		\$90.00
Drag Clay	1x Weekly		\$375.00
September			
Mow/Line Trim	1x Weekly		\$2,560.00
Edge	1x Monthly		\$430.00
Core Aerification	1 Visit		\$870.00
15-0-15 Fertilization	(1) @ 6 bags per acre	14 bag	\$812.00
Bifentrin - Insect Control	1 Visit		\$587.00
Spot Spray Weed Control	1x Weekly		\$230.00
Spot Topdressing	1x Weekly		\$90.00
Soil Testing	1 Visit		\$175.00
Drag Clay	1x Weekly		\$375.00
October			
Mow/Line Trim	1x Weekly		\$2,560.00
Edge	1x Monthly		\$430.00
Mole Cricket Prevention Application	1 Visit		\$962.00

Village of North Palm Beach
Osborne Park- Ballfields (2) 101,776 sq ft 2.3 acres

Pre-Emergent Herbicide	1 Visit		\$776.00
Boom Spray Weed Control	1 Visit		\$884.00
Spot Boom Spray Weed Contrl	1x Weekly		\$610.00
Spot Topdressing	1x Weekly		\$90.00
Drag Clay			\$375.00

November

Mow/Line Trim	1x Weekly		\$2,560.00
Edge	1x Monthly		\$430.00
Core Aerification	1 Visit		\$870.00
15-0-15 Fertilization	(1) @ 6 bags per acre	14 bags	\$812.00
0-0-22 Sul Po Mag	(1) @ 4 bags per acre	10 bags	\$725.00
Spot Spray Weed Control	1x Weekly		\$230.00
Spot Topdressing	1x Weekly		\$90.00
Drag Clay	1x Weekly		\$375.00

December

Mow/Line Trim	1x Weekly		\$2,560.00
Edge	1x Monthly		\$430.00
Preventative Disease Control	1 Visit		\$747.00
Spot Boom Spray Weed Control	1 Visit		\$610.00
Spot Topdressing	1x Weekly		\$90.00
Drag Clay	1x Weekly		\$375.00

*Schedule subject to change due to weather and soil testing

\$75,744.00

Village of North Palm Beach
Anchorage Park- 1 Clay Infield 6,400 sq ft skinned

January		
Edge & Scuffle	1x Monthly	\$198.00
Spot Spray Weeds	1x Weekly	\$195.00
Drag Clay	1x Weekly	\$365.00
February		
Edge & Scuffle	1x Monthly	\$198.00
Spot Spray Weeds	1x Weekly	\$195.00
Drag Clay	1x Weekly	\$365.00
March		
Edge & Scuffle	1x Monthly	\$198.00
Spot Spray Weeds	1x Weekly	\$195.00
Drag Clay	1x Weekly	\$365.00
April		
Edge & Scuffle	1x Monthly	\$400.00
Spot Spray Weeds	1x Weekly	\$195.00
Drag Clay	1x Weekly	\$365.00
May		
Edge & Scuffle	1x Monthly	\$400.00
Spot Spray Weeds	1x Weekly	\$195.00
Drag Clay	1x Weekly	\$365.00
June		
Edge & Scuffle	1x Monthly	\$400.00
Spot Spray Weeds	1x Weekly	\$195.00
Drag Clay	1x Weekly	\$365.00
July		
Edge & Scuffle	1x Monthly	\$400.00
Spot Spray Weeds	1x Weekly	\$195.00
Drag Clay	1x Weekly	\$365.00
August		
Edge & Scuffle	1x Monthly	\$400.00
Spot Spray Weeds	1x Weekly	\$195.00
Drag Clay	1x Weekly	\$365.00

Village of North Palm Beach
Anchorage Park- 1 Clay Infield 6,400 sq ft skinned

September

Edge & Scuffle	1x Monthly	\$400.00
Spot Spray Weeds	1x Weekly	\$195.00
Drag Clay	1x Weekly	\$365.00

October

Edge & Scuffle	1x Monthly	\$198.00
Spot Spray Weeds	1x Weekly	\$195.00
Drag Clay	1x Weekly	\$365.00

November

Edge & Scuffle	1x Monthly	\$198.00
Spot Spray Weeds	1x Weekly	\$195.00
Drag Clay	1x Weekly	\$365.00

December

Edge & Scuffle	1x Monthly	\$198.00
Spot Spray Weeds	1x Weekly	\$195.00
DraygClay	1x Weekly	\$365.00

*Schedule subject to change due to
weather and soil testing

\$10,308.00

Village of North Palm Beach
Veterans Park- Bermuda Maintenance 6,000 sq ft

January

Mow/Line Trim	1 x Weekly		\$916.00
Edge	1x Monthly		\$198.00
Milorganite 6-3-0 Fertilization	(1) @ 10 bags per acre	1 bags	\$210.00
Core Aerification	1 Visit		\$670.00
Spot Spray Weeds	1x Weekly		\$195.00
Irrigation Check	1x Monthly		\$180.00

February

Mow/Line Trim	1 x Weekly		\$916.00
Edge	1x Monthly		\$198.00
21-0-0 Ammonium Sulfate	1 Visit	1 bags	\$75.00
Pre-Emergent Herbicide	1 Visit		\$315.00
Boom Spray Weed Control	1 Visit		\$397.00
Irrigation Check	1x Monthly		\$180.00

March

Mow/Line Trim	1x Weekly		\$916.00
Edge	1x Monthly		\$198.00
15-3-15 Fertilization	(1) @ 6 bags per acre	1 bags	\$97.00
Spot Spray Weed Control	1x Weekly		\$195.00
Soil Testing	1 Visit		\$175.00
Irrigation Check	1x Monthly		\$180.00

April

Mow/Line Trim	2x Weekly		\$1,003.00
Edge	2x Monthly		\$401.00
Verticut & Vacuum	1 Visit		\$1,222.00
Spot Topdressing	1x Weekly		\$50.00
0-0-22 Sul Po Mag	(1) 6 bags per acre	.5 bags	\$110.00
Milorganite 6-3-0 Fertilization	(1) 10 bags per acre	29 bags	\$210.00
Boom Spray Weed Control	1 Visit		\$315.00
Irrigation Check	1x Monthly		\$180.00

May

Mow/Line Trim	2x Weekly		\$1,003.00
Edge	2x Monthly		\$401.00
Core Aerification	1 Visit		\$1,003.00
15-3-15 w/ Pendimethalin	(1) 7 bags per acre	1 bags	\$177.00
Spot Spray Weed Control	1x Weekly		\$195.00
Irrigation Check	1x Monthly		\$180.00

June

Mow/Line Trim	2x Weekly		\$1,003.00
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Village of North Palm Beach
Veterans Park- Bermuda Maintenance 6,000 sq ft

Edge	2x Monthly		\$401.00
Top Choice Insect Control	1 @ 87lbs per acre	1 bags	\$278.00
21-0-0 Ammonium Sulfate	1 @ 4 bags per acre	1 bags	\$75.00
Boom Spray Weed Control	1 Visit		\$397.00
Irrigation Check	1x Monthly		\$180.00

July

Mow/Line Trim	2x Weekly		\$1,003.00
Edge	2x Monthly		\$401.00
Core Aerification	1 Visit		\$670.00
15-3-15 Fertilization	(1) @ 6 bags per acre	1 bags	\$97.00
Sand Topdressing	1 Visit - 80/20 Mix	2 tons	\$1,047.00
Spot Spray Weed Control	1x Weekly		\$195.00
Irrigation Check	1x Monthly		\$180.00

August

Mow/Line Trim	2x Weekly		\$1,003.00
Edge	2x Monthly		\$401.00
21-0-0 Ammonium Sulfate	1 @ 4 bags per acre	1 bags	\$75.00
Boom Spray Weeds	1 Visit		\$397.00
Spot Boom Spray Weeds	1 Visit		\$190.00
Irrigation Check	1x Monthly		\$180.00

September

Mow/Line Trim	2x Weekly		\$1,003.00
Edge	2x Monthly		\$401.00
Core Aerification	1 Visit		\$670.00
15-0-15 Fertilization	(1) @ 6 bags per acre	1 bag	\$128.00
Bifentrin - Insect Control	1 Visit		\$217.00
Spot Spray Weed Control	1x Weekly		\$195.00
Soil Testing	1 Visit		\$175.00
Irrigation Check	1x Monthly		\$180.00

October

Mow/Line Trim	1x Weekly		\$916.00
Edge	1x Monthly		\$198.00
Pre-Emergent Herbicide	1 Visit		\$315.00
Boom Spray Weed Control	1 Visit		\$397.00
Spot Boom Spray Weed Control	1x Weekly		\$190.00
Irrigation Check	1x Monthly		\$180.00

November

Mow/Line Trim	1x Weekly		\$916.00
Edge	1x Monthly		\$198.00

Village of North Palm Beach
Veterans Park- Bermuda Maintenance 6,000 sq ft

Core Aerification	1 Visit		\$670.00
15-0-15 Fertilization	(1) @ 6 bags per acre	1 bag	\$128.00
0-0-22 Sul Po Mag	(1) 4 bags per acre	.5 bags	\$110.00
Spot Spray Weed Control	1x Weekly		\$195.00
Irrigation Check	1x Monthly		\$180.00

December

Mow/Line Trim	1x Weekly		\$916.00
Edge	1x Monthly		\$198.00
Spot Boom Spray Weed Control	1 Visit		\$190.00
Irrigation Check	1x Monthly		\$180.00

*Schedule subject to change due to weather and soil testing

\$29,880.00



**Athletic Field Turf Maintenance
Addendu**

m No. 1

April 30, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, May 22, 2024

Question 1: We are interested in providing a Bid for this RFP. Is there a pre-bid meeting? I didn't see mention of it in the solicitation.

Response 1: There is no pre-bid meeting. Thanks!

Question 2: Sorry I forgot to ask on my previous email... Do you have the Bid Tab's and budget for the project. Additionally, will the RFP be awarded to one vendor or multiple vendors.

Response 2: Do you mean for the current contract which expires September 30?

Question 3: Yes, the bid tabulations for the current contract for the various fields. This would be the amount of the winning bid the last time the solicitation went out. Also, if there is a stated budget for this RFP. Often, I see municipalities detail what the current budget would be as a guide for vendors. Additionally, will the Village of North Palm Beach, award all the fields to one vendor or choose multiple vendors and award each field individually.

Response 3: See attached bid tab from 2019. The fiscal year 2024 budget is currently set at \$199,673. A budget has not been established for the new contract; it will be determined based on the proposal from the winning bidder.

A 01/30/24



Athletic Field Turf Maintenance
Addendu

m No. 2

May 15, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, May 22, 2024

Question 1: I was hoping you could clarify something for me. Is the budget listed below \$199,673, the annual budget for the field maintenance? I want to make sure it's not the budget for the 3yr contract.

Response 1: That's our current annual budget under the current turf maintenance contract. That expires September 30th. The new budget starting October 1 will be whatever the winning bid is. And yes, that number will be per year. There is no pre-bid meeting. Thanks!

MA 5/15/24



Athletic Field Turf Maintenance
Addendum

No. 3

May 21, 2024

SUBMITTAL DUE: 3:00 PM, Local Time, May 22, 2024

Question 1: I am preparing the RFP to submit tomorrow. One question, on the RFP documents there is a space to provide pricing for Osborne Park, Community center and Veterans memorial. Are we to group the pricing for Anchorage park with the Veterans Memorial park pricing?

Response 1: Good catch! I'm actually going to issue an amendment that includes a revised form with a line for Anchorage Park. The new due date will either be next Wednesday or Thursday. I'm just waiting for the clerk to respond back.

Handwritten signature and date: 5/21/24

May 21, 2024



RFP - Athletic Field Turf Maintenance Services

Introduction Letter; Term Contract for Athletic Field Maintenance:

Brightview has read and understood the scope of services for RFP - Athletic Field Turf Maintenance Services.

Fields included:

1. Osborne Park (Baseball and Softball Fields)
2. Community Center (Multi-purpose Field)
3. Veteran's Memorial
4. Anchorage Park (Baseball Field)

Thank you for allowing BrightView to be part of the Village of North Palm Beach - Athletic field Turf Maintenance Services RFP.

BrightView Landscape Services understands the important role parks, public spaces and athletic fields play in the community. From field design/consulting, construction, sports turf installation, and complete maintenance services, our team has the knowledge and expertise necessary to achieve our client's vision and provide the athletic fields that the community deserves. We are a national company with 30 branches in Florida. Our local Wellington, FL branch handles our sports fields and golf courses for Palm beach county.

Maintaining a safe and consistent playing surface requires the dedicated attention of knowledgeable professionals. Our experienced teams approach maintenance with a skillful touch, performing aeration, irrigation, mowing and grooming services. BrightView handles athletic fields for major sports complexes, schools, Universities and public recreational fields throughout the state of Florida. Sports field maintenance is a passion for BrightView, and we are excited about the opportunity to showcase our award-winning management services. We believe in a consultative approach and want to be seen as your partner and not just a vendor.

Brightview Landscape services is fully licensed in the State of Florida and is qualified to provide all services set forth in the Village of North Palm Beach's RFP.

BrightView understands and acknowledges the scope of work and requirements outlined in the RFP.

BrightView is fully insured in the State of Florida and meets the insurance requirements set forth in the RFP. (Insurance information available upon request).

On behalf of BrightView, I would again like to thank you for considering our company for the Village of North Palm beach Athletic Fields and look forward to our future partnership. If you have any questions or need additional information, please the contact Michael McNellis – Business Development Manager- Palm Beach County at (561)-866-8944 michael.mcnellis@brightView.com

Jose Zepeda – Senior Branch Manager, Wellington FL is authorized to make Representations for the company on any items pertaining to this RFP.

Thank you for your consideration.

Charles Gonzalez, VPGM

X 

Charles Gonzalez
VPGM

REQUEST FOR PROPOSALS FOR
Athletic Field Turf Maintenance Services



**VILLAGE OF NORTH PALM BEACH
501 U.S. HIGHWAY ONE
NORTH PALM BEACH, FLORIDA 33408-4906**

**ADVERTISEMENT, INSTRUCTIONS FOR
SPECIFICATIONS, PROPOSAL FORMS**

ADVERTISEMENT

The Village of North Palm Beach, Florida, a Florida municipal corporation located in Palm Beach County, Florida (“Village”), is accepting sealed proposals from qualified companies and contractors (“Proposers”) to provide all necessary labor, materials, equipment, and related services for professional athletic field turf management and maintenance, with submissions accepted until **3:00 P.M. EST on May 22, 2024**, at the Village of North Palm Beach, Village Clerk’s Office, 501 U.S. Highway One, North Palm Beach, FL 33408. Proposals received after the aforementioned date and time will be returned unopened.

CONTRACT TERM

The initial term of this contract will be for a three (3) year period, with an option to renew for two (2) additional one-year terms for a cumulative total of five (5) years, using the same terms, conditions, and pricing of the original agreements.

The complete Request for Proposals, including all specifications and forms, may be obtained by bona fide proposers upon application at the Village of North Palm Beach, 501 U.S. Highway One, North Palm Beach, Florida 33408, DemandStar or from the Village website at www.village-npb.org.

Proposals shall be submitted with an original and three (3) copies and one (1) electronic copy (on a thumb drive) in sealed envelopes/packages addressed to Village of North Palm Beach, Village Clerk’s Office, 501 U.S. Highway One, North Palm Beach, Florida 33408 and marked “**SEALED PROPOSAL – ATHLETIC FIELD TURF MAINTENANCE SERVICES.**” The Village shall evaluate the proposals in accordance with the criteria set forth in the RFP. The Village anticipates an award to the proposer with the proposal determined by the Village to be most advantageous. The Village may conduct interviews and/or require presentations as part of the evaluation process. The Village shall not be liable for any costs incurred by any proposer in connection with its response to this RFP. The Village reserves the right to reject all RFP submittals, to waive any formalities, to solicit and re-advertise for new RFP submittals, or to abandon the project in its entirety.

VILLAGE OF NORTH PALM BEACH, FLORIDA

Zakariya M. Sherman,
Director of Leisure Services
zsherman@village-npb.org

Publish: Palm Beach Post
Date: April 24, 2024

Publish: DemandStar
Date: April 24, 2024

REQUEST FOR PROPOSALS FOR
ATHLETIC FIELD TURF MAINTENANCE SERVICES

1. GENERAL INFORMATION:

The Village of North Palm Beach, Florida (“Village”) is accepting sealed proposals from qualified companies and contractors (“Proposers”) to provide all necessary labor, materials, equipment, and related services for the engagement of a professional athletic field turf management and maintenance company, with submissions accepted until **3:00 P.M. EST on May 22, 2024**, at the Village of North Palm Beach, Village Clerk’s Office, 501 U.S. Highway One, North Palm Beach, FL 33408. Proposals received after the aforementioned date and time will be returned unopened.

2. PREPARATION OF PROPOSAL:

This Request for Proposals (“RFP”) provides the complete set of terms and conditions, specifications and proposal forms for the required goods and services. The specifications are attached hereto and incorporated by reference as Exhibit “A.” The following forms are attached hereto and incorporated herein by reference:

Scope of Work/Specifications	Exhibit “A”
Proposer’s Acknowledgement	Exhibit “B”
Proposal Form	Exhibit “C”
Public Entity Crimes Statement	Exhibit “D”
Scrutinized Vendor Certification	Exhibit “E”
Confirmation of Drug Free Workplace	Exhibit “F”
Standard Village Contract	Exhibit “G”

This RFP is available for review and printing from the Village’s web site: www.village-npb.org or from DemandStar.

All proposal forms must be completed in full and include a manual signature, in ink, where applicable. The signature must be of an authorized representative who has the legal ability to bind the proposing entity in contractual obligations. Unsigned proposals will not be accepted.

All proposal forms must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by a proposer to any part of a proposal form must be initialed in ink. It is a proposer’s sole responsibility to assure that its proposal is complete and delivered at the proper time and place of the proposal opening. The Village will not be responsible for any expenses incurred in connection with the preparation and/or delivery of a proposal.

An original of all proposal forms, three (3) copies and one (1) electronic copy (on a thumb drive), along with other required information (as stated in Section 8 below), must be submitted in a sealed envelope to the address provided above via hand-delivery or mail. Faxed or e-mailed proposals are not acceptable. The face of the sealed envelope shall state “**ATHLETIC FIELD TURF MAINTENANCE SERVICES**” and contain the proposer’s name, return address, title of the proposal, and the date and time for proposal opening. Proposals not submitted in a sealed envelope or on the enclosed proposal forms may be rejected.

All questions regarding this RFP must be submitted to **Zakariya Sherman** by e-mail to zsherman@village-npb.org no later than seven (7) days prior to the date scheduled for proposal opening. Responses to questions will be provided as expeditiously as possible, generally within two (2) business days. If any question requires a response, which the Village in its sole discretion, determines should be provided to all potential proposers, the Village will issue an official addendum to this RFP. The Village will endeavor to make sure all potential proposers receive such addendum by posting the addendum on Demand Star for the respective proposal solicitation; however, it is the sole responsibility of every proposer to verify with the Village whether any addendum has been issued prior to submitting a proposal. The Village will not issue an addendum five (5) days or less before proposal opening.

3. PROPOSAL EVALUATION AND AWARD:

On the date and time specified in this RFP, the Village will open and announce aloud all proposals received on time. The evaluation of the proposals will occur soon thereafter. The proposal opening may be delayed if, at the sole discretion of the Village, such delay is considered to be in the Village's best interests.

The Village Administration will evaluate the proposals in order to prepare a recommendation to the Village Council for award of the proposal for the required goods and services. The resulting contract shall be awarded to the responsible Proposer that best meets the needs of the Village, taking into consideration, among other things, the financial responsibility of the Proposer, proven skill and experience, abilities to timely perform the contract, previous satisfactory performance, and such other abilities of the proposer that the Village in its sole discretion determines will enable the Proposer to perform effectively and efficiently. The Village, in its sole discretion, reserves the right to waive all technicalities or irregularities and to reject any or all proposals. The Village further reserves the right, in its sole discretion, to award a contract to the Proposer whose proposal best serves the interests of the Village.

The selected proposer will be required to execute a contract with the Village substantially in the form attached hereto as Exhibit G.

The Village, in its sole discretion, reserves the right to waive all technicalities or irregularities, to reject any or all proposals or any part of a proposal, to award to a single proposer or to divide the award between proposers, and to re-solicit this RFP or any part of this RFP. The Village further reserves the right, in its sole discretion, to award a contract to the proposer (or proposers) whose qualifications best serves the interests of the Village.

4. INSURANCE REQUIREMENTS:

The selected Proposer shall be required to carry and maintain the following insurance coverages through the time it furnishes all required goods and services to the Village and completes its obligations under the contract:

- 4.1 The Proposer shall maintain Comprehensive General Liability Insurance with minimum coverage limits of \$1,000,000 combined single limit of insurance per occurrence and \$2,000,000 in the general aggregate for bodily injury and property damage and \$2,000,000 in the general aggregate for products/completed operations.

Comprehensive General Liability Insurance shall include endorsements for property damage, personal injury, contract liability, product liability and independent contractor coverage.

- 4.2 The Proposer shall maintain Comprehensive Automobile Liability Insurance in the minimum amount of \$1,000,000 combined single limit for bodily injury and property damages liability to protect against claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the Proposer or by anyone directly or indirectly employed by the Proposer.
- 4.3 The Proposer shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- 4.4 All insurance, other than Worker's Compensation, to be maintained by the Proposer shall specifically include the Village as an Additional Insured. The Proposer shall be responsible for any deductibles related to said insurance.

5. REGULATIONS, PERMITS AND FEES:

The selected Proposer will be required to obtain at its own expense all licenses required to provide the required services to the Village. The selected Proposer must comply with all Federal, State and local laws and regulations that may apply, including, but not limited to, those specifically referenced in the Proposal Documents.

6. PUBLIC ENTITY CRIMES:

In accordance with section 287.133, Florida Statutes, any person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a VENDOR, supplier, subcontractor or consultant under a contract with any public entity; and may not transact business with any public entity in excess of \$35,000 for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

A public entity crimes statement must be completed and signed by an authorized representative and be included with the proposal. A copy of the public entity crimes statement is attached to this RFP as Exhibit "D."

7. PUBLIC RECORDS:

Upon award recommendation or thirty (30) days after opening, whichever is earlier, all proposals and information submitted with each proposal become "public record" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes ("Public Records Law"). In order to be exempt from disclosure, a proposer must invoke the exemptions to disclosure provided by law in its proposal by providing the specific statutory authority for the claimed exemption, identifying the data or other materials to be protected, and stating the reasons why such

exclusion from public disclosure is necessary.

8. PROPOSER'S CERTIFICATIONS:

Each proposer submitting a proposal acknowledges, agrees and certifies as follows:

- 8.1 The proposer and its proposal are subject to all terms and conditions specified herein with no exceptions unless authorized in writing by the Village;
- 8.2 The proposal constitutes an offer to the Village, which shall remain open, irrevocable, and unchanged for ninety (90) days after proposal opening;
- 8.3 The proposer has not given, offered nor intends to give or offer any economic opportunity, future employment, favor, or gratuity of any kind to any employee of the Village in connection with this RFP;
- 8.4 The proposer has not divulged or discussed its proposal with other proposers;
- 8.5 The proposal is made based on independent determination of the proposer without collusion with other proposers in an effort to restrict competition;
- 8.6 The proposer has not made any attempt to induce any potential proposer from submitting or declining to submit a proposal in response to this RFP;
- 8.7 The proposer is financially solvent and sufficiently experienced and competent to provide all goods and/or services required in this RFP;
- 8.8 The proposer shall indemnify, defend and hold harmless the Village, its officers, employees and agents from any and all claims, damages, causes of action or liability related to or arising from this RFP;
- 8.9 Proposer certifies that neither Proposer nor any of Proposer's principals have been convicted of a felony or any crime involving fraud.
- 8.10 Proposer certifies that Proposer and any parent corporations, affiliates, subsidiaries, members, shareholders, partners, officers, directors or executives thereof are not presently debarred, proposed for debarment or declared ineligible to bid or participate in competitive procurement by any Federal, State or Local Government agency and are not listed on the Florida convicted vendor list.
- 8.11 No member of the proposer's ownership, management or staff has any vested interest in or employment relationship with the Village; and
- 8.12 All information provided in the proposal is true and correct in all respects.

If any proposer fails to meet the foregoing certifications, said failure will constitute grounds for rejecting the proposal.

9. PROPOSAL FORMAT AND SUBMITTAL REQUIREMENTS:

Each proposal shall be submitted in a clear, concise format, on 8½ x 11 paper. Each proposal set shall contain all information requested herein to be considered for award. Omission of required information may be cause for disqualification. Each proposal shall consist of the following:

9.1 **Cover Letter of Transmittal (no more than two pages).**

The cover letter shall serve as a formal introduction and executive summary of your firm's proposal. It should succinctly articulate your firm's keen interest in the RFP for Athletic Field Turf Maintenance Services and express a clear intention to submit a comprehensive response.

In your cover letter, please include:

- a. **Brief Firm Introduction:** A concise overview of your firm, highlighting core competencies and relevance to the RFP's scope.
- b. **Intent and Commitment:** A clear expression of why this RFP interests your firm and why your firm is well-suited for this project.
- c. **Acknowledgement of Compliance:**
 - o A statement that your firm is licensed in the State of Florida and qualified to provide all services requested under this RFP;
 - o A statement that if selected by the Village, the proposer understands the work to be done, commits to perform the work within the time period, is able to and will comply with all applicable laws, rules, regulations and ordinances of the Village, Palm Beach County, the State of Florida and the United States; and
 - o A statement that the proposer is able and will provide the required insurance as stated herein if selected by the Village Council.
- d. **Closing Statement:** End with a point of contact for any further communication or clarification.
- e. **Signature:** The cover letter should be signed by an individual with the authority to commit your firm to the proposal.

9.2 **Required Forms:**

Include the following signed forms as part of your proposal:

- a. Proposer's Acknowledgement (Exhibit "B")
- b. Proposal Form (Exhibit "C")
- c. Public Entity Crimes Statement (Exhibit "D")
- d. Scrutinized Vendor Certification (Exhibit "E")
- e. Confirmation of Drug-Free Workplace (Exhibit "F")

9.3 Addressing the Evaluation Criteria:

Provide detailed information to address each of the following evaluation criteria. For a more comprehensive understanding, refer to the “Evaluation Criteria” section located at the end of Exhibit “A,” under the Scope of Work/Specifications.

Firm Qualifications: Describe your firm's experience and expertise in Athletic Field Turf Maintenance Services, especially in Palm Beach County. Please provide details on at least six (6) relevant projects or contracts your firm has undertaken in the past three (3) years.

Price Proposal: Submit a competitive and comprehensive price proposal, inclusive of all necessary work components.

Equipment List: Detail the equipment and tools to be used, along with specifications and their relevance to the project.

References: Include a list of at least five (5) past clients, preferably governmental, especially within Florida, for whom you have performed similar services. For each reference, provide a contact person’s name, address and telephone number for each reference, and a general description of the services provided and the cost of such services.

Local Preference: If applicable, state any local presence in Palm Beach County. Provide a brief statement confirming if your main office or distribution point is located within Palm Beach County, along with its street address.

9.4 Conflict of Interest Disclosure.

The proposer shall disclose with its proposal the name(s) of any officer, director, agent, employee or immediate family member (spouse, parent, sibling and child) who is also an employee or officer of the Village. Furthermore, all proposers shall disclose the name of any Village employee or officer who, either directly or indirectly, owns a material interest in the proposer’s company, firm or group or in that of any of its affiliates. If no such conflict of interests exists, the proposer should clearly state this in its proposal.

10. CONE OF SILENCE:

This Request for proposals is expressly subject to the Cone of Silence provisions of Section 2-355 of the Palm Beach County Code of Ordinances. Any contract resulting from this RFP entered into in violation of the cone of silence provisions shall render the transaction voidable.

11. SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS:

Pursuant to section 287.05701, Florida Statutes (2023), the Village may not request documentation of or consider a proposer’s social, political, or ideological interests when determining if the proposer is responsible. Further, the Village may not give a preference to a proposer based on the proposer’s social, political, or ideological interests.

RFP EXHIBIT “A”
SCOPE OF WORK/SPECIFICATIONS

1. IN GENERAL:

The Village of North Palm Beach is seeking proposals from qualified sports turf maintenance companies and contractors to provide all labor, supervision, equipment, supplies, tools, materials, and all other required incidentals to perform the complete maintenance of the Village’s athletic fields. The Village reserves the right to award some or all Services to one or more qualified firms on a non-exclusive basis.

EXHIBIT “A-1” – FIELD LOCATIONS

FIELDS TO BE COVERED UNDER CONTRACT:		
Field Location/Name	Approx. S/F of Turf	Approx. S/F Skinned (Clay)
Osborne Park: 705 Prosperity Farms Road - Baseball Field *Warning tracks not included	48,180 s/f of Turf	9,960 s/f Skinned Area
Osborne Park: 705 Prosperity Farms Road - Softball Field *Warning tracks not included	53,596 s/f of Turf	9,177 s/f Skinned area
Community Center: 1200 Prosperity Farms Road - Multi-Purpose Field *Warning tracks not included	128,479 s/f of Turf	8,118 s/f Skinned Area
Veteran’s Memorial: 303 Anchorage Drive - Ornamental Turf	6,000 s/f of Turf	N/A
Anchorage Park: 603 Anchorage Drive - Baseball Field	N/A	6,400 s/f Skinned Area

All proposers are encouraged to visit the site(s) and inspect all Service areas, Irrigation, and landscape prior to submitting a proposal.

The selected contractor shall be responsible for all aspects of the sports turf maintenance including, but not limited to:

- Field Maintenance
- Mowing, line trimming, edging
- Irrigation scheduling, monitoring, and timing
- Fertilization
- Application of herbicides and pesticides
- Baseball field clay (skinned area) maintenance
- Sand top dressing
- Aerification
- Soil testing

2. GENERAL STANDARDS OF WORK:

2.1. Schedule of Work: At the beginning of each week, the selected contractor shall furnish to the Village a schedule of the week's priorities and routine maintenance. The Village reserves the right to direct the contractor to rearrange the schedule to meet the needs of the Village.

2.2. Chemicals and Fertilizers: Commercial fertilizer applicators must be certified by the Department of Agriculture and Consumer Affairs.

2.3. Baseball / Softball Fields (clay surfaces): The selected contractor shall be responsible for the weekly inspection, maintenance, upkeep, and repair of all clay areas associated with the ballfields. Clay areas shall be inspected weekly and any large stones, clumping material, ruts, holes, wet/dry areas, soft/hard spots, or bowled out areas shall be repaired. Clay areas shall be scarified, dragged, and watered until the desired texture is achieved.

Clay areas shall be laser leveled one time per year. Lip repairs & additional clay, if needed, shall be priced separately.

2.4. Soccer/Football & Baseball/Softball Fields (turf surfaces): All turf areas shall be inspected on a weekly basis and any large holes, ruts, or bowled out areas shall be repaired.

3. TURF MAINTENANCE:

3.1. Turf Mowing: A mowing schedule shall be provided each week in accordance with section 1.1. The mowing frequency shall adhere to the following weekly schedule:

- High Growth Season – March 1 to September 30 – once per week (additional mowing may be requested)

- Low Growth Season – October 1 to February 28 – once per week

Mower blades must be kept sharp so that the cut grass edge is clean and not ragged. Mowing patterns shall be changed frequently to avoid wear. Any grass clippings or other plant debris remaining on the grass surface shall be removed the same day as the mowing service is

performed.

Bermuda grass shall be mowed with a reel type mower and cut to a minimum height of ¾” to a maximum height of 1” above soil level. Edging at the warning tracks and infield lips shall be performed once per week.

If turf lacks density and root mass, growth regulators may be used in place of extra mowing during the grow season.

3.2. Fertilization: A fertilization schedule shall be submitted by the selected contractor and approved by the Village. The fertilizer used shall be a commercial grade product recommended for use on sports turf. Specific requirements shall be determined by soil tests conducted once every four (4) months and presented to the Village for a determination of whether additional additives are required.

Bermuda turf shall be fertilized with a complete NPK profile. Applications shall occur at least six (6) times per year and shall vary with the time of year of the application and the results of the soil analysis. Additional fertilization may be required as determined by the soil tests and approved by the Village.

3.3. Aeration, Verti-cutting, and Topdressing: These services shall be provided for proper air and water exchange for maximum growth potential and health of the Bermuda turf and shall be performed as follows:

- Aerification shall occur a minimum of six (6) times per year. Coring tines, solid tines and slicing should be used depending on field traffic and activities.
- Verticut once during growing season
- Sand Topdressing one full application once per year
- Spot topdressing weekly

The topdressing material shall be a mixture similar to the profile of the soil below the turf as determined by soil analysis. The selected contractor shall be responsible for spot topdressing worn turf areas, depressed turf areas, etc. as needed on an ongoing basis within a reasonable standard. Excessive turf wear caused by excessive field usage shall be brought to the attention of the Village and additional costs approved by Work Change Directive.

3.4. Disease and Pest Management: The selected contractor shall control or eradicate diseases and infestations by pests and ants by spraying affected areas with chemical sprays suitable for that particular disease or pest when evident or as often as necessary. The contractor shall control and/or eradicate infestations of insects and fungal and bacterial infestations. Fungicides and Pesticides shall be utilized on a quarterly basis for preventative measures and manufacturer’s recommended follow up treatment adhered to.

3.5. Application of Herbicides: All turf shall be maintained in a weed-free condition. The contractor shall apply various herbicides by means of spray type devices to aid in the control of unwanted weeds and vegetation. The application of herbicides shall be approved by the Village prior to placement. The application of herbicides shall be performed as follows:

- Application of herbicides shall be to the fence lines of all the sports fields
- Pre-Emergent herbicide – applied semi-annually
- Selective weed control – applied quarterly and on an as needed basis

3.6. Irrigation: The selected contractor shall oversee the functioning of time clocks for optimal watering of turf areas at both the Community Center Athletic Field and Veterans Memorial Park. This includes setting and adjusting the clocks as necessary. Additionally, the contractor is tasked with maintaining and repairing the irrigation systems at these locations. This responsibility encompasses a range of components, such as heads, piping, nozzles, zone valves, pumps, clocks, and boxes. The scope of work extends to the irrigation systems at the baseball and softball fields at Osborne Park. At Osborne Park, the contractor might require assistance from Village staff due to the manual nature of the system, which necessitates manual watering and wet checks.

Time clocks shall be checked once per month. The selected contractor shall, at least once per month, fully operate all the irrigation zones from the clocks. Any damages caused by the contractor's operation shall be repaired and replaced with the same equipment within forty-eight (48) hours.

The contractor shall notify the Village within twenty-four (24) hours of discovering an irrigation issue for needed repairs or system functionality. The contractor shall have forty-five (45) days from the start of the contract to inspect the irrigation system and report existing damage or incorrect operation and coverage to the Village.

4. ADDITIONAL SPECIFICATIONS AND REQUIREMENTS:

4.1. The initial term of this contract shall be for three (3) years, with an option to renew for two (2) additional one (1) year terms for a cumulative total of five (5) years, using the same terms, conditions, and pricing of the original agreements, unless earlier terminated. Any variation to the terms and conditions set forth herein shall be in writing and meet all applicable requirements as set forth in the RFP, including, but not limited to, the Proposal Form and the Specifications.

4.2. The Village reserves the right to decrease or amend any of the services as listed and described herein in negotiations with the selected firm. Any additional items shall be presented to the Village for approval. No additional work shall commence without the Village's written approval.

4.3. Award of this contract will be based on the information provided in the submissions. Proposals that accurately follow the evaluation criteria and are both complete and well-aligned with the Village's needs will receive higher scores and stand a better chance of being selected.

4.4. The selected contractor shall provide a point of contact that can be reached twenty-four (24) hours a day, seven (7) days a week and shall include both an email address and a cell phone number. The point of contact shall be used for communicating with the Village for all issues relating to the contract, including but not limited to contractor's performance, work

assignment, scheduling, and emergencies.

The contractor's point of contact must be able to clearly communicate in the English language, both verbally and in writing.

4.5. The contractor is responsible for supervising all employees on-site during work. It is essential that these employees are trained in customer service and always behave professionally. Any use of profane language or display of threatening behavior is strictly prohibited.

The contractor shall ensure all personnel are in a company uniform with the company logo and must be able to provide proper identification at all times.

4.6. The contractor shall provide and require the wearing of protective clothing and equipment as required by all applicable laws, regulations, ordinances, and manufacturer recommendations. Barricades shall be provided by the selected contractor when work is performed in areas traversed by persons, or when deemed necessary by the Village.

4.7. The contractor shall make every effort to stay on schedule and complete all routine work during the scheduled calendar week and within the approved scheduled time period, generally between 8:00 a.m. and 5:00 p.m. The Superintendent of Parks shall determine if work not performed on schedule constitutes a deficiency.

4.8. The contractor shall take precautions to protect persons or property against injury or damage and be responsible for any such damage or injury that occurs as a result of the contractor's fault or negligence.

4.9. The contractor shall immediately notify the Superintendent of Parks regarding any damage to the work site, whether caused by the contractor or by other circumstances.

Should the contractor be the cause of any damage at the work site, the contractor shall assume full responsibility for all required repairs and replacements. This includes plants, materials, sprinkler heads, utilities, and any damaged property. The contractor must cover all costs for these repairs or replacements, ensuring they meet the satisfaction of the Superintendent of Parks before the work is finally accepted.

4.10. The contractor shall be available twenty-four (24) hours per day, seven (7) days a week, to provide emergency services.

Upon the Village's determination that an emergency exists, the Village will contact the contractor by telephone. The contractor must be at the job site, with all necessary personnel and equipment to complete the work, within two (2) hours from the Village's notification.

The contractor will be paid the hourly rate offered on the Proposal Form for the mobilization and demobilization for each Emergency Response.

4.11. The contractor shall be responsible for the removal of all debris and equipment from the site and for cleaning the work areas. The contractor shall keep the premises free of debris and unusable materials resulting from its work and as the work progresses. Upon request of the Village, the contractor shall remove such debris and materials from property. The Village's dumpsters or other containers are not to be used for disposal of any type of debris.

In the event of equipment failure, the contractor shall repair the on-site equipment within forty-eight (48) hours of breakdown. For any repairs to equipment that shall extend forty-eight (48) hours or longer, the equipment shall be removed from Village property and replaced at the contractor's expense. For all equipment breakdowns, the contractor shall

notify the Superintendent of Parks immediately.

4.12. Upon satisfactory completion of any job task, the contractor shall submit an invoice to the Superintendent of Parks via email and copy the department's Executive Assistant as well.

Failure to provide a proper invoice may cause delay in processing payment.

Payment will be made after services have been rendered, verified, and properly invoiced.

The contractor shall not be paid for work completed that was not authorized by the Village in writing.

Payments for completed services will be made upon receipt of a proper invoice and required supporting documentation.

- Requestor's name, telephone number, and address.
- Date(s) of service.
- Detailed description and location of work performed.
- Number of worked hours, labor/unit rates and totals of each.
- The contractor's invoice number (invoice numbers should not be repeated or reused).

5. RFP SUBMITTAL SCORING:

Proposals will be evaluated in accordance with weighted criteria listed below:

Evaluation Criteria – Scoring Guide	Points Range
Qualifications of Firm and Prior Experience	0 - 35
Price Proposal	0 - 35
Equipment	0 - 10
References	0 - 10
Village Local Preference	0 - 10
Total Maximum Points	100

All complete proposals received will be reviewed by an evaluation committee comprised of members of Village Staff. The criteria will guide the committee during the evaluation and selection process.

The Successful Proposer shall be required to execute a Village Contract covering the scope of services to be provided and setting forth the duties, rights, and responsibilities of the parties. The successful Proposer must execute the contract prior to recommendation of award and presentation to the Village Council.

In the event of a tie in scoring, the following tiebreakers will be applied in order:

1. Local Preference: Priority given to firms with local preference.
2. Qualifications and Experience: Evaluation of the depth and relevance of qualifications and prior experience.

3. References: Consideration of the quality and relevance of provided references.
4. Price Proposal: Review of the value offered in the price proposal.
5. Detailed Review/Interview: If a tie persists, a further detailed proposal review or additional interviews will be conducted to determine the most suitable candidate.

See below for additional detail concerning the Evaluation Criteria.

5.11 **Firm Qualifications** (Points Range 0 – 35)

- Provide a description of the firm, including the size, range of activities.
- Offer a narrative that demonstrates the firm’s understanding of the Village’s requirements for Athletic Field Turf Maintenance Services.
- Describe the firm's experience and expertise in Athletic Field Turf Maintenance Services, specifically highlighting how this will be applied to the project.
- Explain the firm’s methodology for completing the tasks outlined in the Scope of Services.
- Identify the primary contact and supervisory personnel for the project, including resumes or a list of qualifications (education, experience, etc.) for key personnel proposed to perform the work. Outline any significant subcontracted work areas.
- Include an implementation schedule detailing key milestones, timelines for deliverables, and the final report delivery date. Note any assumptions used in developing this schedule.
- State the firm's ability to commence work with minimum notice and propose any procedural or technical enhancements to the Scope of Services that align with the project objectives.
- Demonstrate the firm’s regular involvement in Athletic Field Turf Maintenance in Palm Beach County over the last three years, listing at least six relevant projects or contracts and providing three current business references for similar work.

5.12 **Price Proposal** (Points Range 0 – 35)

- Submit the signed, firm price proposal for providing Athletic Field Turf Maintenance Services. Ensure that all quoted rates are inclusive of labor, tools, equipment, fuel, billing, insurance, required reports, and all other incidentals and materials necessary to complete the work comprehensively.
- The proposal with the lowest proposed grand total amount will receive thirty-five (35) points. Proposals that do not offer the lowest price but are still competitively priced will be scored on a tiered system, with the points decreasing as the price increases relative to the lowest bid.

For example, proposals with prices slightly higher than the lowest will fall into the “Highly Competitive Pricing” category, receiving between 27-34 points. Those with moderate prices will be categorized under “Competitive Pricing” and will score between 19-26 points. Proposals with higher than average prices will be assessed as “Less Competitive Pricing” and will receive 8-18 points. Lastly, the “Non-Competitive Pricing” category, for the highest-priced proposals, will be allotted 0 to 7 points.

5.13 **Equipment** (Points Range 0 – 10)

- Proposers must supply all tools, equipment, and labor necessary for the project. Please provide a comprehensive list of all equipment and vehicles, specifying the manufacturer, model, capacity, and age of each item. Be aware that the Village retains the right to inspect and potentially reject any equipment judged unsuitable for the project.

5.14 **References** (Points Range 0 – 10)

- The proposer shall submit a list of at least five (5) entities, preferably governmental, located in the State of Florida, for which the proposer has performed similar Athletic Field Turf Maintenance Services within the last three years. Proposer shall indicate a contact person’s name, address and telephone number for each reference, and a general description of the services provided and the cost of such services.

5.15 **Local Preference** (10 Points)

- The Village shall grant a preference in the amount of ten (10) points to bidders who have a fixed office or distribution point located in and having a street address within Palm Beach County.

Tentative RFP Schedule (*subject to change at the discretion of the Village*):

April 24, 2024	Public Advertisement of RFP
May 22, 2024	Proposals due by 3:00 PM
June 5, 2024	Evaluation Committee Review of Proposals (Step 1)
June 27, 2024	Contract Recommendation to Council (Step 2)

RFP EXHIBIT “C”
PROPOSAL FORM

Name of Proposer: BrBrightView Landscape Services Inc.s

SECTION I: RATES PER SCOPE OF SERVICES:

SERVICE LOCATION	MONTHLY FEE	Qty.	TOTAL ANNUAL COST
Osborne Park	\$	12	\$ 75See Ammendment Page552.64
Community Center	\$	12	\$ 7SeeAmmendment2.Page 64
Veteran’s Memorial	\$	12	\$1See ammendment Page5,351.04

****CONTRACTOR shall submit a detailed schedule along with the pricing proposal. This schedule should outline the specific tasks to be performed throughout the year, including the timing and frequency of each activity. This will ensure clarity on service delivery and associated costs.**

SECTION II: AS-NEEDED ADDITIONAL SERVICES:

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
1.	Bermuda Sod Repairs	Price Per Square Foot (SF)	\$ 11.6565
2.	Load of Clay Delivered	Price Per Load (LD)	\$ 1,1,250250
3.	Irrigation Repairs: Technician	Rate Per Hour (HR)	\$ 8800
4.	Irrigation Installation: Technician	Rate Per Hour (HR)	\$ 7755
5.	Irrigation: After hours emergency service hourly rate	Rate Per Hour (HR)	\$ 121200

SECTION III: IRRIGATION MATERIALS PRICE LIST:

Please provide a comprehensive inventory of all necessary materials and equipment required for the upkeep and efficient functioning of an irrigation system. This list should include, but is not limited to, items such as sprinkler heads (include most common types), piping, tubing, nozzles, zone valves, pumps, controllers, timers, valve boxes, backflow preventers, pressure regulators, filters, drip irrigation components, fitting and connectors, clamps and supports, wire and connectors, and other relevant components.

ITEM DESCRIPTION	UNIT OF MEASURE	UNIT PRICE
See next page:	Price Per Unit	\$
	Price Per Unit	\$

Sheet Continued on Next Page.

Brightview Landscape

Sep-21

Labor Rates & Service Calls			Unit Price
Irrigation Tech			\$ 85.00 Hour
Irrigation helper			\$ 65.00 Hour
Equipment rent only.			
Walk Behind trencher			\$ 370 per day
Mini-Backhoe			\$ 450 per day
Weel trencher 18"			\$ 550 per day
Weel trencher 3"			\$ 703 per day
Parts & labor included.			
Spray heads 4"			\$25.00
Spray head 6"			\$30.00
Spray head 12"			\$34.50
Spray Nozzle			\$5.00
Flush clogged nozzle			\$10.00
MP Rotator nozzle.			\$11.50
Rotor Rain Bird 5004			\$44.00
Spray 1804 SAM/PRS			\$37.50
Spray 1806 SAM/PRS			\$41.50
Spray 1812 SAM/PRS			\$46.00
Add Shrub raiser			\$21.00
Add shrub raiser with 12" head			\$37.50
Straighten heads			\$3.75
Raise head on turf			\$4.50
Add rotor head within 10 Ft.			\$95.00
Add Spray head 1806/1804 within 10 Ft.			\$50.00
Add spray head 1812 within 10 Ft.			\$60.00
Add a bubbler within 10 Ft.			\$50.00
Add maxijet within 10 Ft.			\$20.00
Replace Maxijet			\$10.00
Relocate head withi 5 Ft.			\$35.00
Cap off sprinkler heads			\$10.00
Replace 1" control valve.			\$275.00
Replace 1-1/2" control valve. RB PGA			\$450.00
Replace 2" control valve. RB PGA			\$525.00
Replace 3" control valve. RB BPES			\$1,968.00
Replace 6" valve box			\$50.00
Replace 10" valve box			\$75.00
Replace 12" rectangular valve box			\$145.00
Lateral Line leak repairs			

Repair 1/2" to 3/4" pipe (Each)			\$75.00
Repair 1" to 1-1/4" pipe (Each)			\$125.00
Repair 1-1/2" to 2" pipe (Each)			\$225.00
Repair 2-1/2" to 3" pipe (Each)			\$400.00
Broken PVC Raiser			\$22.00
<i>Pump Replacement.</i>			
Gould / Sta-Rite 1.5 HP			\$950.00
Gould / Sta-Rite 2 HP			\$1,100.00
Index control valve			\$325.00
Hunter Node 100- Battery controller			\$275.00
Intermatic Irr controller.			\$275.00
Rain Bird ESP 4 zone controller.			\$425.00
Rain Bird ESP zone module each.			\$50.00
Pump start relay (Hunter 2HP)			\$225.00
Hardwire rain sensor			\$150.00
Wireless rain sensor			\$250.00

SECTION IV: LIST OF EQUIPMENT:

Proposers are required to list below all equipment/fleets that will be used on this project. Equipment make, model, capacity, and age of the equipment must be provided. Include additional sheets if you need more space.

ITEM DESCRIPTION	MAKE/MODEL	CAPACITY	AGE
See next page:			
See Next Page			

END OF SECTION

Brightview Asset List

MFG	Asset Description	VIN
Misc.	ZSPRAY	411344335
Other	ZS3624	
Other	Zero Turn Hydro Blow Vac	16853
Other	Z Spray	
Misc.	UTV	A4PUTYVKD3NBA00360
John Deere	Utility Vehicle XUV590E-S4	1M0590EBENM050088
Kubota	Utility Vehicle RTV500H	54979
Kubota	Utility Vehicle RTV500H	60238
Kubota	Utility Vehicle RTV500H	
John Deere	Utility Vehicle HPX	1M0615EAEMM041213
John Deere	Utility Vehicle HPX	1M0615EACMM041205
John Deere	Utility Vehicle HPX	1M0615EAPMM041216
John Deere	Utility Vehicle Gator TX	1M04X2XDKCM072008
John Deere	Utility Vehicle Gator TX	1M04X2XDPEM091661
John Deere	Utility Vehicle Gator TX	1M04X2XDJFM100055
John Deere	Utility Vehicle Gator TX	M04X2XD100651
John Deere	Utility Vehicle Gator TS	1M04X2SJVCM080658
Kubota	Utility Vehicle 1140	39459
Other	Utility Vehicle	36054
Kubota	Utility Vehicle	63139
John Deere	Utility Vehicle	1M0615EAAMM042115
Misc.	Utility Vehicle	A4PUTYJC8MBA00248
American	Utility Cart	A49UTVKD4PB400024
Vermeer	Trencher RT100	1VRX051E871002402
Ford	Transit Connect Irrigation Van	NM0LS7E75E1169967
Ford	Transit Connect Irrigation Van	NM0LS7E71F1194821
Ford	Transit Connect	NM0LS7E72H1323376
Other	Trailer Open 8 ft	1S9000816D1303160
Weld-Rite	Trailer Open	WR950276X18DLJ216
Misc.	Trailer Open	N/A
Sun Coast	Trailer Equipment	1S9001820A1303519
Anderson	Trailer Equipment	4YNBN1822EC073472
Novae	Trailer Enclosed 20 ft	5JW2C2025L2297864
Haulmark	Trailer Enclosed	16HGB20276P053386
Wells Cargo	Trailer Enclosed	575200J23E3266689
Wells Cargo	Trailer Enclosed	575200J2XE3266690

Express	Trailer Enclosed	5GLBE2024EC000377
Express	Trailer Enclosed	5GLBE2023FC000422
Express	Trailer Enclosed	5GLBE2025FC000423
Express	Trailer Enclosed	5GLBE2027FC000424
Other	Trailer Enclosed	5GLBE2029GC000300
Wells Cargo	Trailer Enclosed	1WC200L2583058750
Wells Cargo	Trailer Enclosed	1WC200J21B2021436
Big-Tex	Trailer Dump	16VDX1420G3091475
Big-Tex	Trailer 30 ft	16VHX2527E2631509
Diamond	Trailer 16 ft	5UZBE1629BD015655
Sun Coast	Trailer 16 ft	1S9E0162XH1303983
Sun Coast	Trailer 16 ft	1S9E01625G1303730
Imperial	Trailer 12 ft	1Z9BU1210AJ213322
Express	Trailer	5GLBE2421LC000067
John Deere	Tractor	1L06145MHNH140866
Toyota	Tacoma	5TFJX4CN2CX014069
Toyota	Tacoma	5TFJX4CN8CX018532
Toyota	Tacoma	5TFNX4CN0DX026692
Toyota	Tacoma	5FTFX4CN4FX056627
Misc.	STAND ON BLOWER	4001935238
Z Spray	Sprayer Z Sprayer	255260-2016-176
Z Max	Sprayer Z Sprayer	ZS5260C-2017-013
Other	Sprayer Skid 50 gal	N/A
Ryan	Sod Cutter	54495403336
Bobcat	Skid Steer Loader	B4CD13057
Bobcat	Skid Steer 5250	52601660
Misc.	RO Water System	
Ford	Ranger CC XLT	1FTER4EH0LLA35500
Ford	Ranger CC XL	1FTER1EH9MLD47105
Ford	Ranger CC XL	1FTER1EH4MLD47058
Ford	Ranger	1FTER1EH5LLA21462
Ford	Ranger	1FTER1EH4LLA21470
Ford	Ranger	1FTER1EH4LLA13949
Ford	Ranger	1FTER4EH4LLA21471
Ford	Ranger	1FTER4EH8LLA21473
Ford	Ranger	1FTER4EH8MLD18986
Misc.	Predator	125148
Triple Crown	Open Trailer	4000633658
Isuzu	NPR Spray Truck	JALB4W178B7402112
Isuzu	NPR Dump Truck	JALC4J162E7001299
Isuzu	NPR Dump Truck	JALC4J167E7001167
Isuzu	NPR Dump Truck	JALC4J164E7003880
Isuzu	NPR Dump Truck	JALC4J163G7K00221

Isuzu	NPR Dump Truck	JALC4J167G7K00223
GMC	NPR Dump Truck	J8DC4J16977016269
GMC	NPR Dump Truck	J8DC4J16X77003966
Isuzu	NPR CC	JALC4J168G7000371
Isuzu	NPR CC	JALC4J16997001984
Isuzu	NPR CC	54DC4J1B7FS802139
Isuzu	NPR	JALC4J169E7005186
Isuzu	NPR	4KDC4J1N39J800215
Isuzu	NPR	54DC4J1B3KS800298
Isuzu	NPR	54DC4J1B5ES803336
Isuzu	NPR	54DC4J1B1CS804562
Isuzu	NPR	54DC4J1BXDS801161
Exmark	Mower LT Rich Zspray	405658251
Exmark	Mower 96 in Lazer	404791046
Exmark	Mower 96 in Lazer	405110566
Exmark	Mower 96 in Lazer	406342970
Exmark	Mower 96 in	403226634
Exmark	Mower 96 in	403226635
Wright	Mower 72 in Stander ZK	143456YC
Wright	Mower 72 in Stander ZK	146125SM
Wright	Mower 72 in Rider ZXT	143219XP
Wright	Mower 72 in Rider ZXT	139811MV
Wright	Mower 72 in Rider ZXT	139861XA
Exmark	Mower 72 in Lazer S	406341485
Exmark	Mower 72 in Lazer S	406394671
Exmark	Mower 72 in Lazer S	406394672
Exmark	Mower 72 in Lazer S	406394702
Exmark	Mower 72 in Lazer S	406892112
Exmark	Mower 72 in	405267539
Other	Mower 71 in	139739JU
Wright	Mower 61 in Stander ZK	133866WC
Wright	Mower 61 in Stander ZK	134264NJ
Wright	Mower 61 in Stander ZK	135324SH
Wright	Mower 61 in Stander ZK	129689AH
Wright	Mower 61 in Stander ZK	142385MG
Wright	Mower 61 in Stander ZK	142513GF
Wright	Mower 61 in Stander ZK	142692RF
Wright	Mower 61 in	141178HK
Exmark	Mower 60 in Vantage	402530810
Exmark	Mower 60 in Staris SO	405494676
Exmark	Mower 60 in Staris SO	405449407
Exmark	Mower 60 in Staris SO	405449408
Exmark	Mower 60 in Lazer Series	408784265

Toro	Mower 60 in Grandstand	407888247
Toro	Mower 60 in Grandstand	408931942
Toro	Mower 60 in Grandstand	408931941
Toro	Mower 60 in Grandstand	408931937
Toro	Mower 60 in Grandstand	408931940
Toro	Mower 60 in Grandstand	408931971
Toro	Mower 60 in Grandstand	407888246
Toro	Mower 60 in Grandstand	407888245
Toro	Mower 60 in Grandstand	407899085
Toro	Mower 60 in Grandstand	407899086
Toro	Mower 60 in Grandstand	407888250
Toro	Mower 60 in Grandstand	408931954
Toro	Mower 60 in Grandstand	407888256
Toro	Mower 60 in Grandstand	408931953
Toro	Mower 60 in Grandstand	407888255
Toro	Mower 60 in Grandstand	411493641
Toro	Mower 60 in Grandstand	411493648
Exmark	Mower 60 in	315624083
Wright	Mower 52 in Stander X	141356NM
Wright	Mower 52 in Stander X	141850NJ
Toro	Mower 52 in Grandstand	409057213
Toro	Mower 52 in Grandstand	409057208
Toro	Mower 52 in Grandstand	409057197
Toro	Mower 52 in Grandstand	409057222
Wright	Mower 48 in Walk Hydro SO	142761JT
Wright	Mower 48 in Walk Hydro SO	142776PW
Exmark	Mower 48 in Turf Tracer S	405490996
Exmark	Mower 48 in Turf Tracer S	405490995
Exmark	Mower 48 in Turf Tracer S	408931680
Exmark	Mower 48 in Turf Tracer S	408931681
Exmark	Mower 48 in Turf Tracer S	408931682
Exmark	Mower 48 in Turf Tracer	406864566
Exmark	Mower 48 in SO	405451590
Bobcat	Mower 36 in WB700 SO	999400100704
Bobcat	Mower 36 in WB700 SO	999400100707
Exmark	Mower 36 in Turf Tracer S	408903286
Exmark	Mower 36 in Turf Tracer S	408903287
Exmark	Mower 36 in Turf Tracer S	408903284
Exmark	Mower 36 in Turf Tracer S	406505428
Wright	Mower 36 in Stander Intensity	142849SV

Wright	Mower 36 in Stander Intensity	143520QN
Wright	Mower 36 in Stander Intensity	143524VS
Wright	Mower 32 in WB	68630
Wright	Mower 32 in	136850CH
Wright	Mower 32 in	139494HX
John Deere	Mower 2653B	1TC2653TAHT100286
Hustler	Mower 104 in	22042206
Hustler	Mower 104 in	22042207
Hustler	Mower 104 in	22042210
Wright	Mower	130784JE
Billy Goat	Leaf Vac	110711141
Mitsubishi	Fuso CC	JL6BPH1A7EK003796
Big-Tex	FLATBED TRAILER	16V3F3323N6172316
Big-Tex	FLATBED TRAILER	16V3F3329N6181814
Ford	F450 Dump	1FD9X4GT4CEB72318
Ford	F450	1FDGW4GY9AEA93083
Ford	F450	1FD9W4GN5LEC93122
Ford	F450	1FDAW4GY1BEB77745
Ford	F450	1FDGW4GY3CEA94152
Ford	F450	1FDGW4GY9CEB33813
Ford	F450	1FD0W4GY9FEB64937
Ford	F250 CC XL	1FT7W2A62FEA28633
Ford	F250 CC XL	1FT7W2A62GEA84802
Ford	F250 CC XL	1FT7W2A64GEA84803
Ford	F250 CC XL	1FT7W2A65LED97465
Ford	F250 CC XL	1FT7W2A60MED62429
Ford	F250 CC	1FT7W2A67GEC91234
Ford	F250	1FTBF2A67BEC07397
Ford	F250	1FTBF2B62DEB64119
Ford	F150 SCC XLT	1FTFW1CT5DKG41756
Ford	F150 SCC XLT	1FTFW1CT4EKD95512
Ford	F150 SC XL	1FTEX1CM6EKE03160
Ford	F150 SC XL	1FTEX1CM2EKF10979
Ford	F150 SC XL	1FTEX1C8XFKD91695
Ford	F150 SC	1FTEX1CP0GFA18425
Ford	F150 SC	1FTEX1CP5GFA18422
Ford	F150 SC	1FTEX1CP9GFA18424
Ford	Escape	1FMCU0GD2JUC49576
Ford	Escape	1FMCU0GD0KUB21399
Buffalo	Debris Blower	36165
Other	Container Storage 20 ft	35871

Other	Container Storage 20 ft	QDCMO1A00603
Chevrolet	Colorado WT SC 4x4 6ft	1GCHTBEA9N1163657
Nissan	Cargo Van NV200	3N6CM0KN4FK706591
Toyota	Camry	4T1BF1FK4HU760664
Misc.	Blower SO	30000001748
Buffalo	Blower	30249
Hustler	88	20040704
Wright	36' MOWER	142050TR
Other	30	409167902
Chevrolet	2500 Silverado CC	1GC1CUE83FF602835
Chevrolet	1500 Express Van	1GCSGAFXE1100462
Kubota	15' ROTARY CUTTER	1770993



THE VILLAGE OF
NORTH PALM BEACH
Leisure Services

"THE BEST PLACE TO LIVE UNDER THE SUN"

TO: All Potential Bidders
FROM: Zakariya M. Sherman, Director of Leisure Services
DATE: May 21, 2024
SUBJECT: Amendment to Athletic Field Turf Maintenance RFP No. 1

The following shall be a part of the **Athletic Field Turf Maintenance RFP**. If a vendor has already returned a proposal and any of the information provided below changes that proposal, please submit the changes along with this amendment. You need not re-submit an entire proposal prior to the opening date and time.

RFP CHANGES No. 1:

It has come to our attention that RFP EXHIBIT "C" PROPOSAL FORM, specifically SECTION I: RATES PER SCOPE OF SERVICES, currently includes lines for Osborne Park, Community Center, and Veterans Park. However, we need to add a line for Anchorage Park.

The Revised section is below, highlighted in yellow:

SECTION I: RATES PER SCOPE OF SERVICES:

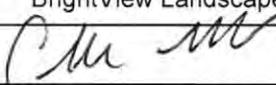
SERVICE LOCATION	MONTHLY FEE	Qty.	TOTAL ANNUAL COST
Osborne Park	\$ 6,296.05	12	\$ 75,552.64
Community Center	\$ 6,166.05	12	\$ 73,992.64
Veteran's Memorial	\$ 1,279.25	12	\$ 15,351.04
Anchorage Park	\$ 1,908.29	12	\$ 22,899.52

RFP CHANGES No. 2:

As a result of this Amendment, the submittal deadline has been extended to **Wednesday, May 29, 2024 @ 3:00PM.**

ALL ELSE REMAINS THE SAME FOR THE ATHLETIC FIELD TURF MAINTENANCE RFP.

Vendor must sign and return this amendment.

Vendor Name: BrightView Landscape Services Inc.
Authorized Signature: 
Title: USGm Date: 5/22/24

This document must be filled out, signed, and submitted to the Office of the Village Clerk, 501 U.S. Highway One, North Palm Beach, FL, 33408 by Wednesday, May 29, 2024 at 3:00 p.m. Please title the envelope "**Invitation to Bid – Dry Boat Storage Renovation Amendment No. 1.**" Please include three (3) copies. Thank you.



Village of North Palm Beach - Athletic Field Turf Maintenance Services RFP

"Who is BrightView and how We can help!!!"

Michael McNellis
michael.mcnellis@brightview.com

561-866-8944

The BrightView Difference

When you partner with BrightView, you have our commitment that we will manage your property and complete work on time and within budget. We provide the right equipment and manpower to perform any landscape project. Our team will take the same ownership, pride in the community and having all team members keep the site consistently looking like the residents expect. **Included in our price are services that are a resource to the community and are no additional charge for selecting BrightView as your trusted landscape advisor.**

✓ **COMPANY HISTORY | LEGACY**
80+ years in the landscape industry: Design | Develop | Maintain | Enhance

✓ **ACTION PLAN | HORTICULTURAL ASSESSMENT | LANDSCAPE REPORT**
BrightView follows a written step by step process of how the management of your landscape requirements will be executed.

✓ **TRAINED SKILLED CLIENT SERVICE TEAMS**
800+ Employees in South Florida Trained; Skilled in all levels of landscape management

✓ **TENURE OF MANAGEMENT STAFF**
Unmatched 15-year average management tenure in our South Florida Branches.

✓ **IN HOUSE TECHNICAL SERVICE**
All of the technical services with regard to managing your landscape will require no third party involvement.

✓ **COMMUNICATION REPORTING TOOLS**
A Quality Services Assessment report will be done regularly as well as Irrigation Reports, Fertilization and Lawn and Ornamental Pest reports and logs for our Service Activities

✓ **DIGITAL ENHANCEMENTS**
4 Local Landscape Designers to provide renderings of landscape improvements

✓ **EMERGENCY STORM PLANNING**
With over 3000 employees in Florida we have proven that we are uniquely qualified to mobilize for hurricane recovery.

Committed to Your Success at Every Stage of Your Landscape

Design

Forward-thinking, constructible design that considers future operating costs



One Partner
to take care of you and all your landscape needs.

Develop

Seamless project delivery that meets your goals and long-term expectations, on-time and on-budget

Enhance

Thoughtful improvements to enrich your landscape's appearance and sustainability

Maintain

Consistent service delivery and proactive solutions that keep your property at its best, now and in the future

Design

- Landscape Architecture & Planning
- Design-Build
- Program Management
- Irrigation

Develop

- Planting
- Hardscapes
- Athletic field
- Compliance
- Tree Growing & Moving

Maintain

- Landscape
- Tree Care
- Specialty Turf
- Exterior Maintenance
- Sports Fields

Enhance

- Enhancements
- Sustainability
- Water Management
- Turf

A Trusted Advisor

SERVICES

Design

- Landscape Arch. & Planning
- Design-Build
- Program Management
- Sports Fields

Develop

- Planting
- Hardscapes
- Pools & Water Features
- Compliance
- Tree Growing & Moving

Maintain

- Landscape
- Tree Care
- Specialty Turf
- Sports Fields
- Exterior Maintenance

Enhance

- Enhancements
- Sustainability
- Water Management

OFFICES

Wellington

13701 Okeechobee BLVD
Loxahatchee, FL 33470

Fort Lauderdale

- 2711 SW 36th Street
- Fort Lauderdale, FL. 33312

Pembroke Pines

- 6941 SW 196th Avenue
- Suite 30
- Pembroke Pines FL. 33332

Boca Raton

11600 S Military TRL.BLD J
Village of Golf, FL

EMPLOYEES

Sunrise

- 220 Gardeners
- 10 Supervisors
- 7 Certified Technicians

Dania Beach

- 210 Gardeners
- 17 Supervisors
- 8 Certified Technicians

Pembroke Pines

- 150 Gardeners
- 10 Supervisors
- 5 Certified Technicians

Boca Raton

- 190 Gardeners
- 9 Supervisors
- 6 Certified Technicians

FACTS

Years in Business

- Since 1939
- Over 80 years

Florida Corporation

- BrightView Landscape Services, Inc.
- FEIN #: 95-419223

Insurance

- Aon Risk Services
- General Commercial
- Auto & Workman's Comp

Bonding Ability

- Aon Risk Services
- Excess of \$200 Million
- \$25 million for single project

A Trusted Advisor

LICENSES

Maintenance

- FNGLA Certified Maintenance Technicians
- BMP Train the Trainer

Irrigation

- Florida Certified Plumbers
- Irrigation Association Member
- Smart Water Irrigation

Pest & Disease

- Florida Certified Operators
- Florida Certified Applicators
- Florida Certified Ag Products

Tree Trimming

- ISA Certified Master Arborist
- ISA Certified Arborist
- TCIA Certified

QUALIFICATIONS

Best Management

- Florida Friendly Landscaping
- Train the Trainer

Emergency Response

- Certified First Responder
- Competent in Training

Storm Water

- Emergency Recovery
- Certified Assessor

Safety

- State Rules and Regulations
- Fall Protection

CERTIFICATIONS

FDOT

- Setup Certified
- Competent Trainer

CPR

- First Aid
- Instructor

OSHA

- Hi Lift Certified
- Osha - 10 card

Horticulturalist

- FNGLA Certified Technicians

DEGREES

Agronomy

- BA | As
- Florida, Penn State

Horticulture

- BA | As
- Florida, Penn State

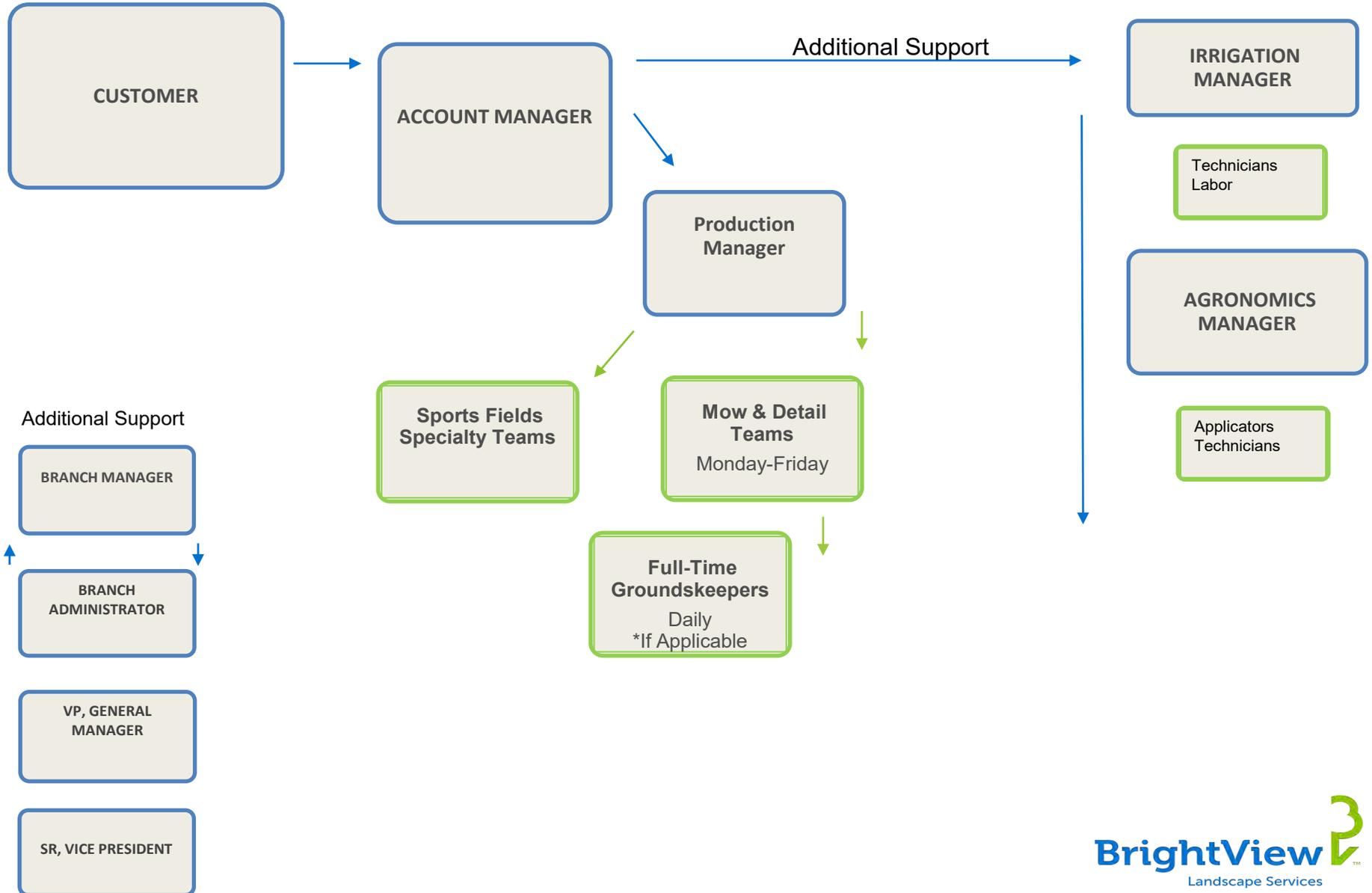
Business

- BA | As
- FAU | Florida State

Plant Science

- BA | As
- Florida | Rutgers

TEAM | COMMUNICATION FLOW CHART



BrightView's Got Florida Covered



A Trusted Advisor



PLAY



Approximately

2,600

play environments including recreational and theme parks, sports environments including MLB, NFL and Olympic venues, plus the National Mall



SHOP



Nearly

4,000

shopping environments nationwide



REFRESH



100%

of top ten, third-party hotel management firms, plus nearly 2,000 properties including casinos, golf and destination resorts, and conference centers



REFLECT



Serving

2,000

reflection environments nationwide including cemeteries, funeral homes and places of worship

Preserving a Safe Environment



U.S. Citizenship and Immigration Services



- To ensure 100% compliance with all labor and immigration laws, we are voluntarily enrolled in E-Verify in all states in which we operate.
- The organization's participation in E-Verify improves our ability to ensure the individuals we hire and who are working on our clients' sites are authorized to work in the United States.
- E-Verify is only part of our robust employment verification program. The program includes a consistent policy and process enterprise-wide, as well as regular training of our staff and semi-annual auditing to maintain compliance with labor and immigration regulations.
- BrightView also participates in the United States Citizenship and Immigration Services (USCIS) H-2B Visa program during seasonal periods when additional workforce is required.

Employment Eligibility Verification USCIS Form I-9 (OMB No. 1615-0047) Revised 06/12/09

Department of Homeland Security
U.S. Citizenship and Immigration Services

START HERE: Read instructions carefully before completing this form. The instructions must be available, either in paper or electronically, during completion of this form. Employees are liable for errors in the completion of this form.

ANTI-DISCRIMINATION NOTICE: It is illegal to discriminate against work-authorized individuals. Employers CANNOT specify which document(s) an employee may present to establish employment authorization and identity. The refusal to hire or continue to employ an individual because the documentation presented has a future expiration date may also constitute illegal discrimination.

Section 1. Employee Information and Attestation (Employees must complete and sign Section 1 of Form I-9 no later than the first day of employment, but not before accepting a job offer.)

Last Name (Family Name) First Name (Given Name) Middle Initial Other Last Names Used (If Any)

Address (Street Number and Name) Apt. Number City or Town State ZIP Code

Date of Birth (mm/dd/yyyy) U.S. Social Security Number Employer E-mail Address Telephone Number

I am aware that federal law provides for imprisonment and/or fines for false statements and for false documents in connection with the completion of this form.

I attest, under penalty of perjury, that I am (check one of the following):

1. A citizen of the United States

2. A noncitizen national of the United States (See instructions)

3. A lawful permanent resident (Alien Registration Number/USCIS ID card)

4. An alien authorized to work (expiration date, if applicable)

Some aliens may write "N/A" in the expiration date field.

Alien authorized to work must provide any one of the following: USCIS Form I-766, USCIS Form I-94, USCIS Form I-20, USCIS Form I-247A, USCIS Form I-247B, USCIS Form I-247C, USCIS Form I-247D, USCIS Form I-247E, USCIS Form I-247F, USCIS Form I-247G, USCIS Form I-247H, USCIS Form I-247I, USCIS Form I-247J, USCIS Form I-247K, USCIS Form I-247L, USCIS Form I-247M, USCIS Form I-247N, USCIS Form I-247O, USCIS Form I-247P, USCIS Form I-247Q, USCIS Form I-247R, USCIS Form I-247S, USCIS Form I-247T, USCIS Form I-247U, USCIS Form I-247V, USCIS Form I-247W, USCIS Form I-247X, USCIS Form I-247Y, USCIS Form I-247Z, USCIS Form I-247AA, USCIS Form I-247AB, USCIS Form I-247AC, USCIS Form I-247AD, USCIS Form I-247AE, USCIS Form I-247AF, USCIS Form I-247AG, USCIS Form I-247AH, USCIS Form I-247AI, USCIS Form I-247AJ, USCIS Form I-247AK, USCIS Form I-247AL, USCIS Form I-247AM, USCIS Form I-247AN, USCIS Form I-247AO, USCIS Form I-247AP, USCIS Form I-247AQ, USCIS Form I-247AR, USCIS Form I-247AS, USCIS Form 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Signature of Employer Today's Date (mm/dd/yyyy)

Signature of Preparer or Translator Today's Date (mm/dd/yyyy)

Preparer and/or Translator Attestation (check one):

I did not use a preparer or translator. A preparer(s) and/or translator(s) assisted the employee in completing Section 1.

If a preparer or translator assisted the employee, the preparer and/or translator must be completed and signed when preparing and/or translating an employee in completing Section 1.

I attest, under penalty of perjury, that I have assisted in the completion of Section 1 of this form and that to the best of my knowledge the information is true and correct.

Signature of Preparer or Translator Today's Date (mm/dd/yyyy)

Last Name (Family Name) First Name (Given Name)

Address (Street Number and Name) City or Town State ZIP Code

Form I-9 (07/17/16) Page 1 of 3

EMERGENCY RESPONSE

When a catastrophe occurs such most recently with Hurricane Irma, we have the capabilities and manpower to respond immediately. With 47 locations throughout the Southeast alone, [we leverage our local and national resources](#) to bring in additional teams and equipment from outside the area. This allows us to ensure the site is safe and free from hazards.

Resources from branch offices will be available in the event of an emergency to ensure [our customers have access to crews and equipment quickly](#). We partner with generator-powered area hotels to provide accommodations for our staff. We have no FEMA obligations that would impact our ability to clean up your site in a prompt manner.

Safety before and after a storm is our primary focus. Immediately following the storm, our teams will ensure:

- Vehicle access is cleared, allowing emergency personnel access.
- Debris from structural dwellings that may pose immediate risk is cleared.
- Plant material that may have a chance of surviving is replanted.
- Hazardous damaged limbs that remain in trees are trimmed and removed.
- Tree limbs, root balls, or large wood debris remaining on the ground is chipped and removed.
- Final restoration of any remaining damages or losses resulting from the storm is performed.

Our benchmark is to have your property back to normal within [one week](#) of the all-clear.



ISA CERTIFIED ARBORISTS



Name: Corine M. Ferré
Address: 4155 E Mowry Drive
Homestead, FL 33033
Phone: (786) 999-4483
Email: corine.ferre@brightview.com

Ms. Ferré is also a certified instructor at Fairchild Tropical Gardens. She does monthly guided palm and native trail tours at many of our communities.

Certification is available to those who meet predetermined and standardized criteria for knowledge, skills, or competencies. The knowledge needed to pass a Certification assessment is learned through self-study and experience. The assessment is conducted independent of a specific class, course, or other training program. To retain the credential, certificants must meet requirements for renewal.

- ✓ Experience includes both instruction and assessment as part of the program
- ✓ Tests specific knowledge, skills, or competencies associated with learning outcomes
- ✓ Awards a Qualification only to those participants who meet the standards for performance, proficiency, or passing score
- ✓ Allows trainers to know and be familiar with the assessment questions
- ✓ Permits trainers to assess their own trainees, depending on the requirements of a given program
- ✓ Requires credential holders to retrain and retest at the end of a set period of validity, unless qualification is determined to be valid for life



[BrightView Tree Care Services Hollywood](#)
(*hyperlink*)

LICENSES & CERTIFICATIONS

- ATSSA Certified - Temporary Traffic Control Supervisor
- American Red Cross AED/CPR/ First Aid
- American Red Cross AED/CPR/ First Aid Instructor
- OSHA 10 Card - Construction Safety and Health
- FL Pesticide Applicator Certificate - Registered Tech
- VCLM - Excavation Safety - Competent Person Training
- VCLM - Forklift Safety - Trainer
- VCLM Fall Protection Training
- VCLM Fall Protection - Competent Person /Trainer
- Pesticide Applicator Certificate for Lawn and Ornamental
- ISA Certified Arborist
- FL Licensed Tree Expert
- ISA Certified Arborist
- Certified Tree Risk Assessor
- Florida Certified Horticulturist
- Florida Certified Pesticide Applicator
- Certified Irrigation Contractor and Certified Landscape Irrigation Auditor by the Irrigation Association which is a national certifying body for the irrigation industry.
- Average of 30 years of experience in the green industry
- Degreed horticulturalist
- Masters of Business Administration



**American
Red Cross**
Training Services

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION



Temporary Traffic Control
(Maintenance of Traffic)
Training Handbook

OFFICE OF DESIGN - ROADWAY STANDARDS SECTION
JANUARY 2015
TALLAHASSEE, FLORIDA



FEMA

OSHA[®]
Occupational Safety
and Health Administration



NATIONAL
ASSOCIATION OF
**LANDSCAPE
PROFESSIONALS**



BrightView[™]
Landscape Services

MLB CONSULTANT FOR FIELDS

BrightView is Major League Baseball's Official Field Consultant

BrightView Holdings, Inc. (NYSE: BV) ("BrightView"), the nation's leading commercial landscaping services company, today announced that its Sports Turf Division has been named Major League Baseball's Official Field Consultant.

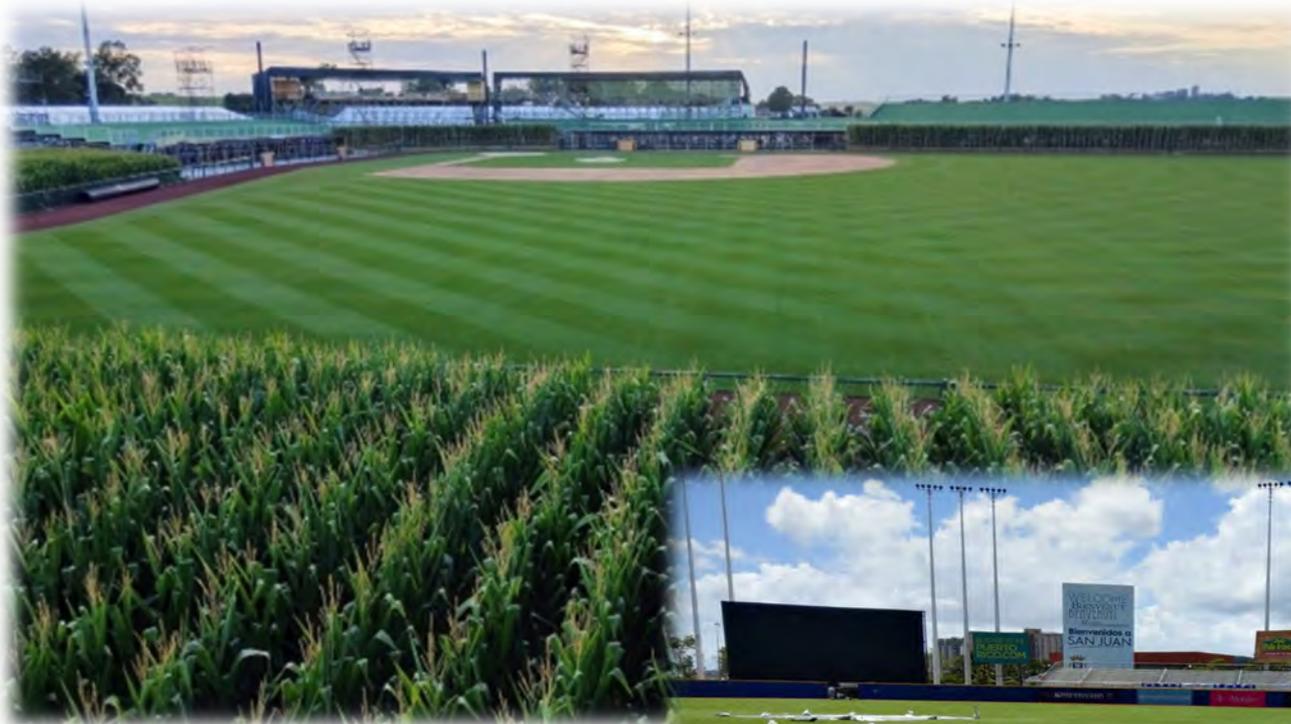
BrightView Sports Turf has consulted with Major League Baseball (MLB) for many years, most notably on field design and construction for games outside the league's 30 existing ballparks. Among these projects were MLB's Little League Classic in Williamsport, Pa., the 2016 Cuba Game, a two-game series in Puerto Rico's Hiram Bithorn Stadium, a 2017 game honoring America's Armed Forces at Ft. Bragg, N.C., and MLB's 2019 Mexico Series in Monterrey. BrightView's Sports Turf team is currently planning field operations for MLB's first series in London, scheduled for June 2019, at Queen Elizabeth Olympic Park.

"Our role as field consultant to Major League Baseball covers various functions for the many initiatives the Commissioner's office manages both domestically and internationally," said Murray Cook, President of BrightView Sports Turf. "The core of our involvement is renovating and managing fields for international events, which can also include designing and coordinating construction projects."

Jim Small, MLB Senior Vice President, International said, "Through our relationship with BrightView and Murray Cook, Major League Baseball has expanded our efforts to play games in different parts of the world on big league caliber baseball fields. That relationship will continue this summer when we work with Murray and his team on bringing MLB games to London for the first time ever."



MLB CONSULTANT FOR FIELDS



Field of Dreams
Bowman Field for Little League World Series
Marlins Park
Petco Park
Estadio Latino Americano in Havana, Cuba
Edgar Renteria Stadium
Barranquilla Colombia



CITY OF WESTON PARKS & ATHLETIC FIELDS



Evaluation Criteria- 5.11 Firm Qualification

- BrightView Landscape Services is a national company with 30 branches in Florida. Local branch to the Village of NPB is our Wellington office. BV is a full-service company. We handle a wide ranges of services (design, Construction and maintenance).
- BV has extensive experience with Sport athletic fields with a similar scope of work to the Village of NPB. These include Weston Parks and Miami lakes Optimist park.
- Scope of Work for Village of NPB to include: field maintenance, mowing and trimming, fertilization, irrigation, pest control, maintaining proper and safe playing surface, Sand top dressing, Aerification, soil testing, weekly inspections and reporting.

5.11 Firm Qualifications - Continued

- Our consultative approach to field maintenance includes an initial site visit to start the project. Allocation of personnel and equipment to meet the Village of NPB scope of work
 - Provide a schedule and maintenance plan for how work will be completed and evaluated on an ongoing basis
 - Account manager will be the primary contact once contract is awarded and will be assigned at that time.
 - Supervisory contact for the account would be Jose Zepeda – Senior Branch Manager for Wellington FL office.
- * Please see personal list included in this document.

5.11 Firm Qualifications - Continued

*Key Milestones and timelines for deliverables (30-60-90) plan is included as an exhibit in this document.

- BrightView prefers 30 day notice when starting new sports field maintenance contracts (this timeline can be accelerated if required)

- Additional work during contract (ie. Field repair, enhancements, etc.) will be competed as outlined by the RFP.

*Please see Exhibit for a list of References and additional work.

5.12 Pricing Proposal evaluation criteria

- Signed and firm price proposal is included in the original RFP paperwork.
- BrightView acknowledges that the lowest proposed grand total amount will receive (35) points and scoring will be based on a tiered system

5.13 Equipment – Evaluation Criteria

- A list of equipment (Asset List) has been submitted with the RFP as well as included in the exhibit section of this document

Exhibits:

Personnel, References, equipment and 30-60-90 day plan.

BrightView Leadership Leadership

Charles Gonzalez: SVP & GM for South Florida

- Over 35 years in Florida's Green Industry
- Certified Green Industry Best Management Practices
- Member of Latin Builders Assoc., Irrigation Assoc., & FNGLA
- Joined BrightView in 1992
- Owned and operated 35th largest landscape company in the U.S.
- Charles.Gonzalez@brightview.com

Jose Zepeda: Senior Branch Manager Palm Beach

- Over 35 years in the Green Industry
- BrightView employee for 15 years
- #1 branch of the year 2018 – BrightView
- B.S. in Horticulture
- Certified Pest Operator and Green Industry Best Management Practices
- Integrated Pest Management Specialist
- Qualified Florida Contractor
- Jose.Zepeda@brightview.com

Peter Olmedo: Branch Manager

- 14 years in the Green Industry
- BrightView Employee for 9 years
- Sports Turf Manager for 8 years
- Certified Green Industry Best Management Practices
- MOT Certification
- Peter.Olmedo@brightview.com

Kyle R. Krause: Area Director BrightView Golf Southeast Florida

- 12+ year golf course management
- Bachelor of Science - Degree in Turf-Grass Science | The Pennsylvania State University, University Park, PA
- GCSSA Class A Superintendent
- IPM and BMP Certified
- Florida Pesticide License 2018- Current
- Golf Course Superintendents Association of America | 2012 – Present
- Palm Beach Golf Course Superintendents Association | 2019 – Present

DEDICATED ENHANCEMENTS MANAGER



Ramiro Fernandez is the Enhancement Manager for our South Florida Branches. Ramiro has been involved in maintenance and irrigation management throughout the years but his true passion is landscape design, renovation and installation. Mr. Fernandez has been part of the BrightView family for over 13 years and has more than 20 years' experience in the industry.

Ramiro has been running the Enhancement Division for BrightView for over 6 years now and has provided major renovations for partners like St. Regis, Ocean Reef, Mercy Hospital, Trump Grande and Beach Place in Sunny Isles. Outside of work Ramiro spends most of his time with his six children and when he does find a little free time he is working on cars as he 'has a need for speed.



DEDICATED CERTIFIED ARBORIST



Certified Arborist, Horticulturalist, Landscape Designer, and Inspector

Corine provides arbor and landscape analysis for new and existing clients. She sends a Horticulture Tip of the Month to clients and managers about the most pertinent subject of that month to help better educate our BrightView associates. Topics include flowering of a tree, a disease that has been noticed recently in a specific market, or an update on new plant development. She is constantly in the field teaching proper pruning techniques to our crews and helps identify plants and issues for the managers.

Ms. Ferre received a degree in Interior Design from the School of Architecture at Florida International University. She has multiple licenses and certifications, including: LIAF Landscape Inspector, Commercial Pesticide Applicator License – Categories 3 & 6, BMP Instructor at University of Florida, FNGLA Certified Horticulture Professional, FNGLA Certified Landscape Designer, ISA Certified Arborist and PMT. When she's not working Corine enjoys cooking and having a glass of wine.

DEDICATED IRRIGATION MANAGER



Carlos Victoria has over 27 years working in the construction / Irrigation industry. As founder of Victoria Construction (1993) and Central Irrigation (2007) has provided him a wide range of experience in the Construction and Irrigation field. With a passion for the irrigation industry, Carlos came on board to ValleyCrest today's (Brightview Landscape Maintenance) in 2009. Today, he serves as the South Florida Regional irrigation Advisor for the company. As an Irrigation contractor/designer, he has developed interest in the water conservation field, becoming a leader using smart irrigation advanced technology for water conservation purposes.

GC NY lic: H-07073

Lawn Sprinkler License Miami FL: 07P000163

Lawn sprinkler License Broward: cc# 08-CLS-14754-R

Backflow Tester License: H-03178

Florida State Plumbing License: CFC1429383

Carlos Victoria has received an engineering degree from CUNY University and currently possess and holds various contracting licenses in the State of FL and NY. Currently he is a Member of the Irrigation Association and other irrigation affiliations.

References:

Clients Name & address: Weston parks Group

City of Weston 17200 Royal Palm Blvd Weston, FL 33326

Contact Person: Francisco Lopez

Telephone: (954)- 389-4321

Email: flopez@westonfl.gov

Service Provided: Sports Field and Maintenance

Dates of Service: 2020 – Current

Clients Name & address: Miami Lakes Optimist Park

Town of Miami Lakes 6601 Main St, Miami Lakes, FL 33014

Contact Person: Jerry Bajdaun

Telephone: (305)-364-6100

Email: bajdaunj@miamilakes-fl.gov

Service Provided: Sports Field and Maintenance

Dates of Service: 2018 – Current

Clients Name & address: Miramar Parks

City of Miramar 2300 Civic Center Place Miramar, FL 33025

Contact Person: Billy Neal

Telephone: (954)- 602-3344

Email: bdneal@miramarfl.gov

Service Provided: Sports Field and Maintenance

Dates of Service: 2018 – 2023

Clients Name & address: Okeeheelee Golf Course

7715 Forest Hill Blvd, West Palm Beach, FL 33413

Contact Person: Rich Smolen

Telephone: (561)-467-3034

Email: rsmolen@pbcgov.org

Service Provided: Turf Management and Maintenance

Dates of Service: 2020 – Current

Clients Name & address: North Palm Beach Country Club

951 U.S. Hwy 1 North Palm Beach, FL 33408

Contact Person: Allan Bowman

Telephone: (908)-666-2668

Email: abowman@village-npb.org

Service Provided: Turf Management and Maintenance

Dates of Service: 2020 – Current

Brightview Asset List

MFG	Asset Description	VIN
Misc.	ZSPRAY	411344335
Other	ZS3624	
Other	Zero Turn Hydro Blow Vac	16853
Other	Z Spray	
Misc.	UTV	A4PUTYVKD3NBA00360
John Deere	Utility Vehicle XUV590E-S4	1M0590EBENM050088
Kubota	Utility Vehicle RTV500H	54979
Kubota	Utility Vehicle RTV500H	60238
Kubota	Utility Vehicle RTV500H	
John Deere	Utility Vehicle HPX	1M0615EAEMM041213
John Deere	Utility Vehicle HPX	1M0615EACMM041205
John Deere	Utility Vehicle HPX	1M0615EAPMM041216
John Deere	Utility Vehicle Gator TX	1M04X2XDKCM072008
John Deere	Utility Vehicle Gator TX	1M04X2XDPEM091661
John Deere	Utility Vehicle Gator TX	1M04X2XDJFM100055
John Deere	Utility Vehicle Gator TX	M04X2XD100651
John Deere	Utility Vehicle Gator TS	1M04X2SJVCM080658
Kubota	Utility Vehicle 1140	39459
Other	Utility Vehicle	36054
Kubota	Utility Vehicle	63139
John Deere	Utility Vehicle	1M0615EAAMM042115
Misc.	Utility Vehicle	A4PUTYJC8MBA00248
American	Utility Cart	A49UTVKD4PB400024
Vermeer	Trencher RT100	1VRX051E871002402
Ford	Transit Connect Irrigation Van	NM0LS7E75E1169967
Ford	Transit Connect Irrigation Van	NM0LS7E71F1194821
Ford	Transit Connect	NM0LS7E72H1323376
Other	Trailer Open 8 ft	1S9000816D1303160
Weld-Rite	Trailer Open	WR950276X18DLJ216
Misc.	Trailer Open	N/A
Sun Coast	Trailer Equipment	1S9001820A1303519
Anderson	Trailer Equipment	4YNBN1822EC073472
Novae	Trailer Enclosed 20 ft	5JW2C2025L2297864
Haulmark	Trailer Enclosed	16HGB20276P053386
Wells Cargo	Trailer Enclosed	575200J23E3266689
Wells Cargo	Trailer Enclosed	575200J2XE3266690

Express	Trailer Enclosed	5GLBE2024EC000377
Express	Trailer Enclosed	5GLBE2023FC000422
Express	Trailer Enclosed	5GLBE2025FC000423
Express	Trailer Enclosed	5GLBE2027FC000424
Other	Trailer Enclosed	5GLBE2029GC000300
Wells Cargo	Trailer Enclosed	1WC200L2583058750
Wells Cargo	Trailer Enclosed	1WC200J21B2021436
Big-Tex	Trailer Dump	16VDX1420G3091475
Big-Tex	Trailer 30 ft	16VHX2527E2631509
Diamond	Trailer 16 ft	5UZBE1629BD015655
Sun Coast	Trailer 16 ft	1S9E0162XH1303983
Sun Coast	Trailer 16 ft	1S9E01625G1303730
Imperial	Trailer 12 ft	1Z9BU1210AJ213322
Express	Trailer	5GLBE2421LC000067
John Deere	Tractor	1L06145MHNH140866
Toyota	Tacoma	5TFJX4CN2CX014069
Toyota	Tacoma	5TFJX4CN8CX018532
Toyota	Tacoma	5TFNX4CN0DX026692
Toyota	Tacoma	5FTFX4CN4FX056627
Misc.	STAND ON BLOWER	4001935238
Z Spray	Sprayer Z Sprayer	255260-2016-176
Z Max	Sprayer Z Sprayer	ZS5260C-2017-013
Other	Sprayer Skid 50 gal	N/A
Ryan	Sod Cutter	54495403336
Bobcat	Skid Steer Loader	B4CD13057
Bobcat	Skid Steer 5250	52601660
Misc.	RO Water System	
Ford	Ranger CC XLT	1FTER4EH0LLA35500
Ford	Ranger CC XL	1FTER1EH9MLD47105
Ford	Ranger CC XL	1FTER1EH4MLD47058
Ford	Ranger	1FTER1EH5LLA21462
Ford	Ranger	1FTER1EH4LLA21470
Ford	Ranger	1FTER1EH4LLA13949
Ford	Ranger	1FTER4EH4LLA21471
Ford	Ranger	1FTER4EH8LLA21473
Ford	Ranger	1FTER4EH8MLD18986
Misc.	Predator	125148
Triple Crown	Open Trailer	4000633658
Isuzu	NPR Spray Truck	JALB4W178B7402112
Isuzu	NPR Dump Truck	JALC4J162E7001299
Isuzu	NPR Dump Truck	JALC4J167E7001167
Isuzu	NPR Dump Truck	JALC4J164E7003880
Isuzu	NPR Dump Truck	JALC4J163G7K00221

Isuzu	NPR Dump Truck	JALC4J167G7K00223
GMC	NPR Dump Truck	J8DC4J16977016269
GMC	NPR Dump Truck	J8DC4J16X77003966
Isuzu	NPR CC	JALC4J168G7000371
Isuzu	NPR CC	JALC4J16997001984
Isuzu	NPR CC	54DC4J1B7FS802139
Isuzu	NPR	JALC4J169E7005186
Isuzu	NPR	4KDC4J1N39J800215
Isuzu	NPR	54DC4J1B3KS800298
Isuzu	NPR	54DC4J1B5ES803336
Isuzu	NPR	54DC4J1B1CS804562
Isuzu	NPR	54DC4J1BXDS801161
Exmark	Mower LT Rich Zspray	405658251
Exmark	Mower 96 in Lazer	404791046
Exmark	Mower 96 in Lazer	405110566
Exmark	Mower 96 in Lazer	406342970
Exmark	Mower 96 in	403226634
Exmark	Mower 96 in	403226635
Wright	Mower 72 in Stander ZK	143456YC
Wright	Mower 72 in Stander ZK	146125SM
Wright	Mower 72 in Rider ZXT	143219XP
Wright	Mower 72 in Rider ZXT	139811MV
Wright	Mower 72 in Rider ZXT	139861XA
Exmark	Mower 72 in Lazer S	406341485
Exmark	Mower 72 in Lazer S	406394671
Exmark	Mower 72 in Lazer S	406394672
Exmark	Mower 72 in Lazer S	406394702
Exmark	Mower 72 in Lazer S	406892112
Exmark	Mower 72 in	405267539
Other	Mower 71 in	139739JU
Wright	Mower 61 in Stander ZK	133866WC
Wright	Mower 61 in Stander ZK	134264NJ
Wright	Mower 61 in Stander ZK	135324SH
Wright	Mower 61 in Stander ZK	129689AH
Wright	Mower 61 in Stander ZK	142385MG
Wright	Mower 61 in Stander ZK	142513GF
Wright	Mower 61 in Stander ZK	142692RF
Wright	Mower 61 in	141178HK
Exmark	Mower 60 in Vantage	402530810
Exmark	Mower 60 in Staris SO	405494676
Exmark	Mower 60 in Staris SO	405449407
Exmark	Mower 60 in Staris SO	405449408
Exmark	Mower 60 in Lazer Series	408784265

Toro	Mower 60 in Grandstand	407888247
Toro	Mower 60 in Grandstand	408931942
Toro	Mower 60 in Grandstand	408931941
Toro	Mower 60 in Grandstand	408931937
Toro	Mower 60 in Grandstand	408931940
Toro	Mower 60 in Grandstand	408931971
Toro	Mower 60 in Grandstand	407888246
Toro	Mower 60 in Grandstand	407888245
Toro	Mower 60 in Grandstand	407899085
Toro	Mower 60 in Grandstand	407899086
Toro	Mower 60 in Grandstand	407888250
Toro	Mower 60 in Grandstand	408931954
Toro	Mower 60 in Grandstand	407888256
Toro	Mower 60 in Grandstand	408931953
Toro	Mower 60 in Grandstand	407888255
Toro	Mower 60 in Grandstand	411493641
Toro	Mower 60 in Grandstand	411493648
Exmark	Mower 60 in	315624083
Wright	Mower 52 in Stander X	141356NM
Wright	Mower 52 in Stander X	141850NJ
Toro	Mower 52 in Grandstand	409057213
Toro	Mower 52 in Grandstand	409057208
Toro	Mower 52 in Grandstand	409057197
Toro	Mower 52 in Grandstand	409057222
Wright	Mower 48 in Walk Hydro SO	142761JT
Wright	Mower 48 in Walk Hydro SO	142776PW
Exmark	Mower 48 in Turf Tracer S	405490996
Exmark	Mower 48 in Turf Tracer S	405490995
Exmark	Mower 48 in Turf Tracer S	408931680
Exmark	Mower 48 in Turf Tracer S	408931681
Exmark	Mower 48 in Turf Tracer S	408931682
Exmark	Mower 48 in Turf Tracer	406864566
Exmark	Mower 48 in SO	405451590
Bobcat	Mower 36 in WB700 SO	999400100704
Bobcat	Mower 36 in WB700 SO	999400100707
Exmark	Mower 36 in Turf Tracer S	408903286
Exmark	Mower 36 in Turf Tracer S	408903287
Exmark	Mower 36 in Turf Tracer S	408903284
Exmark	Mower 36 in Turf Tracer S	406505428
Wright	Mower 36 in Stander Intensity	142849SV

Wright	Mower 36 in Stander Intensity	143520QN
Wright	Mower 36 in Stander Intensity	143524VS
Wright	Mower 32 in WB	68630
Wright	Mower 32 in	136850CH
Wright	Mower 32 in	139494HX
John Deere	Mower 2653B	1TC2653TAHT100286
Hustler	Mower 104 in	22042206
Hustler	Mower 104 in	22042207
Hustler	Mower 104 in	22042210
Wright	Mower	130784JE
Billy Goat	Leaf Vac	110711141
Mitsubishi	Fuso CC	JL6BPH1A7EK003796
Big-Tex	FLATBED TRAILER	16V3F3323N6172316
Big-Tex	FLATBED TRAILER	16V3F3329N6181814
Ford	F450 Dump	1FD9X4GT4CEB72318
Ford	F450	1FDGW4GY9AEA93083
Ford	F450	1FD9W4GN5LEC93122
Ford	F450	1FDAW4GY1BEB77745
Ford	F450	1FDGW4GY3CEA94152
Ford	F450	1FDGW4GY9CEB33813
Ford	F450	1FD0W4GY9FEB64937
Ford	F250 CC XL	1FT7W2A62FEA28633
Ford	F250 CC XL	1FT7W2A62GEA84802
Ford	F250 CC XL	1FT7W2A64GEA84803
Ford	F250 CC XL	1FT7W2A65LED97465
Ford	F250 CC XL	1FT7W2A60MED62429
Ford	F250 CC	1FT7W2A67GEC91234
Ford	F250	1FTBF2A67BEC07397
Ford	F250	1FTBF2B62DEB64119
Ford	F150 SCC XLT	1FTFW1CT5DKG41756
Ford	F150 SCC XLT	1FTFW1CT4EKD95512
Ford	F150 SC XL	1FTEX1CM6EKE03160
Ford	F150 SC XL	1FTEX1CM2EKF10979
Ford	F150 SC XL	1FTEX1C8XFKD91695
Ford	F150 SC	1FTEX1CP0GFA18425
Ford	F150 SC	1FTEX1CP5GFA18422
Ford	F150 SC	1FTEX1CP9GFA18424
Ford	Escape	1FMCU0GD2JUC49576
Ford	Escape	1FMCU0GD0KUB21399
Buffalo	Debris Blower	36165
Other	Container Storage 20 ft	35871

Other	Container Storage 20 ft	QDCMO1A00603
Chevrolet	Colorado WT SC 4x4 6ft	1GCHTBEA9N1163657
Nissan	Cargo Van NV200	3N6CM0KN4FK706591
Toyota	Camry	4T1BF1FK4HU760664
Misc.	Blower SO	30000001748
Buffalo	Blower	30249
Hustler	88	20040704
Wright	36' MOWER	142050TR
Other	30	409167902
Chevrolet	2500 Silverado CC	1GC1CUE83FF602835
Chevrolet	1500 Express Van	1GCSGAFXE1100462
Kubota	15' ROTARY CUTTER	1770993

*Estimated dates - Schedule subject to change based on start date.

August 2024

- Introduce BrightView personnel to all Village of North Palm Beach personnel and provide contact information: cell phones, e-mail addresses, and staff back-up information. BM and AM will assist in developing the necessary communication channels to help expedite a smooth transition to begin initial work on September 2024
- Take a site tour with all personnel involved
- Meet with NPB to discuss areas of immediate attention and concern
- Discuss with Village of NPB our QSA program and set up walk schedules
- Develop schedule for daily, weekly and monthly meetings and property walks; set up reporting formats
- Provide September monthly operation schedule
- Take soil and water samples to apply to agronomy program
- Develop a Quality Site Assessment (QSA), add any areas of improvement or concern that need to be addressed over the next several months

September 2024

- Begin daily, weekly and monthly operations
- Account Manager, Production Manager(s) to train crews on best practices for property and adjust mapping system for personnel if necessary
- BM & AM to spend time with crews for learning curve from startup of operations. They will assist crews in training, creating schedules, and procedures for communicating with the client
- Follow up on all first month operations. Check on hand pruning techniques and detail operations
- Adjust on site personnel schedules to insure we are addressing daily operations
- Walk daily and continue to work on August QSA
- Schedule Supplemental Work if applicable
- Follow up and continue to improve daily, weekly and monthly operations
- Adjust communication with Village of NPB if needed
- Locate areas of weed issues and address immediately

October 2024

- Meet with Village of NPB and Property Management to discuss first 45-60 days of service
- Make any adjustments to schedules to keep on right track
- Continue monitoring crews on all services and make adjustments
- Continue training crews and work on efficiencies
- Walk property and complete new Quality Site Assessment for next 30 days of service
- Monthly visits by AM to assess property and meet with Village of NPB Board and Property Manager
- Prepare mow, detail, and spray schedules for next months
- Follow up on weed control measures

Thank You for Your Consideration!



Athletic Field Turf Maintenance Services

RFP-2024-04-Athletic Field Turf Maintenance/ZMS-0-2024/ZS

2 5 5

Scoring	Step One (Initial Evaluation) Scoring	#1	#2	#3	Total	Rank
Haverland		95	98	96	289	1
Brightview		86	78	81	245	2





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

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: June 27, 2024

SUBJECT: **RESOLUTION** – Accepting a proposal from Mueller Construction and Management Company d/b/a Mueller Construction Company for the renovation of the outdoor restrooms at Anchorage Park and authorizing the executed on of a contract.

The outdoor restrooms at Anchorage Park are in need of renovation. This project will encompass both the men's and women's facilities and will include the following updates:

- Updated lighting and plumbing systems
- Installation of new toilets, urinals, and sinks
- New restroom partitions
- Installation of new exhaust vents
- New flooring and paint
- Addition of two new exterior doors
- Exterior siding repairs

Please note that an electrical upgrade to accommodate hand dryers will be coordinated at a later date by a different contractor.

Pricing:

The proposal from Mueller Construction company is based on pricing established in an existing contract with Palm Beach County School District (Bid No. 23C-26C), which expires on January 18, 2026. The Village's purchasing policies and procedures authorize concurrent competitive purchasing on other state and local government contracts. A secondary quote was obtained from a qualified vendor, Hartzell Construction, Inc., to verify "fair market value" as required by the Village's purchasing policies and procedures. Mueller Construction was chosen due to their comprehensive proposal and extensive knowledge of ADA compliance. Their expertise ensures that all aspects of the project will meet accessibility standards, providing a safe and inclusive environment for everyone.

Funding:

During the Fiscal Year 2024 budgetary process, a total of \$75,000 was set aside for this project (\$37,500 each). A budget amendment will be prepared at year-end if necessary.

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

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Parks and Recreation	A8028-34620	Repairs & Maintenance – Building & Grounds	\$82,190.00

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution accepting the proposal from Mueller Construction and Management Company d/b/a Mueller Construction Company for the renovation of the outdoor restrooms at Anchorage Park in an amount not to exceed \$82,190.00, with funds expended from Account Number A8028-34620 (Repairs & Maintenance – Building & Grounds), and authorizing the Mayor and Village Clerk to execute the Contract for such services in accordance with Village policies and procedures.

RESOLUTION 2024-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA ACCEPTING A PROPOSAL FROM MUELLER CONSTRUCTION AND MANAGEMENT COMPANY D/B/A MUELLER CONSTRUCTION COMPANY FOR THE RENOVATION OF THE ANCHORAGE PARK RESTROOMS PURSUANT TO PRICING ESTABLISHED IN AN EXISTING SCHOOL DISTRICT OF PALM BEACH COUNTY TERM CONTRACT FOR GENERAL CONTRACTING SERVICES FOR FACILITIES AND MINOR REPAIRS; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village requires a contractor to renovate the outdoor restrooms at Anchorage Park; and

WHEREAS, Village Staff recommended that the Contract be awarded to Mueller Construction and Management Company d/b/a Mueller Construction Company pursuant to pricing established in a School District of Palm Beach County Term Contract for General Contracting Services for Facilities and Minor Repairs Under \$300,000 (ITB 23C-26C); and

WHEREAS, the Village Council determines that the adoption of this Resolution, including the waiver of any conflicting purchasing policies and procedures, is in the best interests of the residents of the Village of North Palm Beach.

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

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

Section 2. The Village Council hereby approves a Contract with Mueller Construction and Management Company d/b/a Mueller Construction Company for the renovation of the Anchorage Park restrooms pursuant to pricing established in a School District of Palm Beach County Term Contract for General Contracting Services for Facilities and Minor Repairs Under \$300,000 (ITB 23C-26C) and authorizes the Mayor and Village Clerk to execute the Contract on behalf of the Village, a copy of which is attached hereto and incorporated herein. The total cost of this Contract shall not exceed \$82,190.00, with funds expended from Account No. A8028-34620 (Parks and Recreation – Repairs & Maintenance Buildings & Grounds).

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2024, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter “VILLAGE”), and MUELLER CONSTRUCTION AND MANAGEMENT COMPANY, a Florida corporation, d/b/a MUELLER CONSTRUCTION COMPANY (hereinafter “CONTRACTOR”).

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to renovate the outdoor restrooms at Anchorage Park; and

WHEREAS, the School District of Palm Beach County, through its competitive selection process, awarded a Term Contract for General Contracting Services for Facilities and Minor Repairs Under \$300,000 (ITB 23C-26C) (“School District Contract”) to CONTRACTOR; and

WHEREAS, the VILLAGE requested that CONTRACTOR provide the requested services based on the pricing established in the School District Contract; and

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

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

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

2. School District Contract. The School District of Palm Beach County Term Contract for General Contracting Services for Facilities and Minor Repairs Under \$300,000 (ITB 23C-26C) (“School District Contract”) with CONTRACTOR, attached hereto as Exhibit “A,” is incorporated herein by reference.

3. CONTRACTOR’s Services and Time of Completion.
 - A. In accordance with the terms and conditions of the School District Contract and at the direction of the VILLAGE, CONTRACTOR shall perform the services in accordance with its Estimate dated May 17, 2024 (Estimate No. 2656), a copy of which is attached hereto as Exhibit “B” and incorporated herein by reference.

 - B. The total cost of such services shall not exceed **Eighty-Two Thousand One Hundred and Ninety Dollars and No Cents (\$82,190.00).**

 - C. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE

to CONTRACTOR to proceed and shall be completed within **one hundred and twenty (120) e days** of the VILLAGE's issuance of the notice to proceed.

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

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

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

6. Term and Termination.

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

B. This Contract may be terminated by the VILLAGE, with or without cause, upon providing ten (10) days' notice to CONTRACTOR. This Contract may be terminated by CONTRACTOR upon providing thirty (30) days' notice to the VILLAGE. Upon any such termination, CONTRACTOR waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits. Unless CONTRACTOR is in breach of this Contract, the VILLAGE shall pay CONTRACTOR for work performed and accepted through the date of termination.

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

8. Indemnification.

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

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

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

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

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

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

12. Miscellaneous Provisions.

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

B. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall

be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties **knowingly, voluntarily and intentionally waive any right they may have to trial by jury** with respect to any litigation arising out of or in connection with this Contract.

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

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

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

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

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

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

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

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

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

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

MUELLER CONSTRUCTION AND MANAGEMENT COMPANY D/B/A MUELLER CONSTRUCTION COMPANY

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

By: _____
SUSAN BICKEL
MAYOR

ATTEST:

BY: _____
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
VILLAGE ATTORNEY

MUELLER CONSTRUCTION COMPANY
EIN: 30-0889322
 1557 Cypress Dr Ste 5
 Jupiter, FL 33469
 +1 5612226408
 info@muellerconstructioncompany.com



Estimate

ADDRESS

The Village of North Palm
 Beach
 303 Anchorage Dr
 North Palm Beach, FL 33408

ESTIMATE # 2656

DATE 05/17/2024

EXPIRATION DATE 07/16/2024

PROJECT NAME

Anchorage Park -Restrooms Reno.

Pricing & Methods Per Palm Beach County School District Contract 23C-26C.

ACTIVITY	QTY	RATE	AMOUNT
Demolition Labor for demolition of existing interior bathrooms (sinks, toilets, doors, FRP wall paneling, and partitions). Ceiling to remain.	1	3,250.00	3,250.00
Drywall Install new FRP Paneling throughout bathrooms walls.	1	3,700.00	3,700.00
Material FRP paneling, adhesive, and trim pieces. WOOD CEILING TO REMAIN.	1	4,140.00	4,140.00
Labor Install two (2) New 36" doors with louver bottom. Frames to remain.	2	2,780.00	5,560.00
Material Two (2) new 36"X7'-0" exterior doors with bottom louver. Re-using existing hardware.	2	2,581.00	5,162.00
Electrical Update lights to LED lights four (4) total, d switches to white in color with occupancy sensors.	1	4,884.00	4,884.00
Material Material for electrical work, including outlets, LED lights, wiring, and switches to be updated to white in color with occupancy sensors.	1	1,734.00	1,734.00
Plumbing Install new toilets, urinal, hot & cold lines, and sinks.	1	4,850.00	4,850.00
Material Materials for plumbing work including piping and	1	2,140.00	2,140.00

ACTIVITY	QTY	RATE	AMOUNT
drains, toilets, sinks, urinal, faucets, and sink drains.			
HVAC Labor to install two (2) new exhaust vents and covers.	1	1,250.00	1,250.00
Material Two (2) new exhaust ventilation fans.	1	392.00	392.00
Tile Installation Labor for grinding down the floor and installing new epoxy flooring in both restrooms.	1	7,950.00	7,950.00
Material New epoxy flooring and materials. Color to be approved by owner.	1	3,240.00	3,240.00
Labor Install New Partitions and Partition Doors in both bathrooms. Existing layout to remain.	1	6,388.00	6,388.00
Material New Partitions and Partition doors.	1	15,847.00	15,847.00
Painting Paint new exterior doors.	1	808.00	808.00
Material Paint and primer (owner to supply approved paint colors).	1	147.00	147.00
Fixtures Two (2) sinks, two (2) faucets, Five (5) toilets, one (1) urinal.	1	8,276.00	8,276.00
Contractor Fees Project Supervision, Office Overhead, Licenses, Company Liability Insurance, and Workman Compensation Insurance	1	1,000.00	1,000.00
Permitting Fees Permit submittal will be completed by MCC. Permitting fees TBD and will be paid by NPB.	1	0.00	0.00
Labor Demo existing damaged siding boards. Install approximately 10 new siding boards (prime and paint)	1	985.00	985.00
Materials Approximately 10 new siding boards primer and paint	1	487.00	487.00

AIA Documents will be submitted for approval for job progress payments based on percentage of work completed to date.

TOTAL

\$82,190.00

Accepted By

Accepted Date



3195 N. Powerline Rd., Suite 100 Pompano Beach, FL 33069
Main Fax: (954) 957-9766 - Main Phone: (954) 957-9761

April 24, 2024

TO: Stephen Poh, CPRP
Superintendent of Parks and Recreation | Village of North Palm Beach
Phone: (561) 904-2128
603 Anchorage Drive • North Palm Beach • 33408

Bathroom work at Anchor Park N.Palm Beach

Services not specifically listed are not included. This proposal is void after 10 days. We propose to furnish labor, materials and equipment to provide the services listed below.

SCOPE OF WORK:

- Remove and haul way FRP on walls, sinks, counter tops ,toilet partitions, 3-doors, 5-toilets and urinal.
- Install new FRP on all walls both bathrooms.
- New FRP to be white in color.
- Install 2 new Bobrick b 239 mirrors in each bathroom.
- Install 3- new steel doors with steel jams. Two of the doors to be vented.
- Install new countertops with two sinks and two faucets with a \$3000 material allowance.
- Install two grab bars at each toilet.
- Paint ceiling owners choice of color.
- Trash to be cleaned up and hauled away to a approved facility.
- Owner shall supply water, electric, an area to park and store material.
- Not included; unseen damage, plans, survey or permits.

TOTAL AMOUNT \$78,100.00

Option 1

Replace epoxy floor in both bathrooms. Added cost \$ 6,730.00

HARTZELL CONSTRUCTION, INC.

William Stecklow

Vice President

Email: Bocasteck@aol.com

Cell: (561) 239-4711

RECOMMENDATION: It is recommended that the award be made to all responsive and responsible bidders in order to meet the needs of the School District.

Note: Original Bid document is available upon request.

BID PROTEST

Failure to file a protest within the time prescribed in §120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and applicable Board rules, regulations and policies. Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

DISQUALIFYING CRIMES

The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

Tab Approval

DG: *DG*
DG

GM: *GM*
GM

LV: *LV*

Signature: *LORENZO VALDES*
LORENZO VALDES (Dec 13, 2022 14:02 EST)

Email: lorenzo.e.valdes@palmbeachschools.org

Signature: *Genell Mcmann*
Genell Mcmann (Dec 13, 2022 14:37 EST)

Email: genell.mcmann@palmbeachschools.org

Signature: *Darci Garbacz*
Darci Garbacz (Dec 13, 2022 14:46 EST)

Email: darci.garbacz@palmbeachschools.org

Solicitation 23C-26C

GC Services for Facilities Minor Repairs and Maint. Under \$300K

Bid Designation: Public



The School District of Palm Beach County

Bid 23C-26C

GC Services for Facilities Minor Repairs and Maint. Under \$300K

Bid Number **23C-26C**
Bid Title **GC Services for Facilities Minor Repairs and Maint. Under \$300K**

Bid Start Date **Nov 15, 2022 12:42:47 PM EST**
Bid End Date **Dec 9, 2022 2:00:00 PM EST**
Question &
Answer End Date **Nov 25, 2022 5:00:00 PM EST**

Bid Contact **Lorenzo Valdes**
561-434-8210
lorenzo.e.valdes@palmbeachschools.org

Contract Duration **3 years**
Contract Renewal **2 annual renewals**
Prices Good for **Not Applicable**

Bid Comments **The purpose and intent of this Invitation to Bid is to secure prices and to establish a Term Contract for General Contracting Services for Minor Facilities Repair and Maintenance Under \$300K , as specified herein. All bidders, which meet or exceed the criteria established in the Invitation to Bid, shall be placed in the pool of pre-qualified vendors that may be utilized by the School District of Palm Beach County departments in order to obtain price quotations to provide General Contracting Services for Minor Facilities Repair and Maintenance Under \$300K, as specified herein.**
You must download, fill out and upload the Bid Summary Document. The hourly wages you submit must be used in calculating your quotes for the initial term of the contract.

Addendum # 1

New Documents **23C - 26C Addendum 1.pdf**

Item Response Form

Item **23C-26C--01-01 - Please download, fill out and upload the Bid Summary Document**
Quantity **1 fee**
Prices are not requested for this item.
Delivery Location **The School District of Palm Beach County**
No Location Specified
Qty 1

Description

Please download, fill out and upload the Bid Summary Document

School District of Palm Beach County FL



Solicitation No.

23C-26C

RESPONSES ARE DUE PRIOR TO:

Dec 9, 2022

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

www.BidSync.com

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

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

GENERAL CONDITIONS FOR BIDS

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

1. **PURPOSE:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for The School Board of Palm Beach County, Florida (hereinafter referred to as the "Board"), the corporate body politic that governs, operates, controls, and supervises the School District of Palm Beach County, Florida (hereinafter referred to as "District").
2. **ANTI-COLLUSION:** By electronically submitting a bid, the bidder certifies that it has not divulged, discussed or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the bidder from all bid lists for the School Board of Palm Beach County, Florida.
3. **BIDS:** Bids will be received electronically through a secure site at BidSync.com until the date and time as indicated in this bid document. Bids will be opened publicly at the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406-5813, and all bidders and general public are invited to attend. It is the sole responsibility of the bidder to ensure its bid reaches PeriscopeS2G on or before the closing date and hour as indicated in this bid document.
4. **CONTRACT:** The submission of your bid constitutes a firm offer by the bidder. Upon acceptance by the Board, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the Board. Unless otherwise stipulated in the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.
5. **WITHDRAWAL:** When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and the request will be reviewed for consideration. In no case shall a bidder be granted a release from a bid more than one time in a two-year period. A bidder may not withdraw a bid after the final call for bids at a designated time of opening.
6. **DEFAULT:** In case of default by the bidder, the Board may procure the articles or services from other sources and hold the bidder responsible for any excess costs incurred thereby.
7. **FUNDING OUT/ CANCELLATION OR TERMINATION WITH OR WITHOUT CAUSE:**
 - A. The School Board reserves the right to terminate this Contract for convenience, at any time and for no reason, upon giving thirty (30) days prior written notice to Bidder. If the Contract is terminated for convenience as provided herein, the School Board shall be relieved of all obligations under the Contract. The School Board will only be required to pay to the Bidder that amount of the Contract actually satisfactorily performed to the date of termination. The Bidder shall not be entitled under any theory to payment for work not actually performed or lost profits.
 - B. If the Bidder materially breaches its obligations under this Contract, the Superintendent will provide written notice of the deficiency by forwarding a notice citing the specific nature of the material breach. The Bidder shall have thirty (30) days to cure the breach. If the Bidder fails to cure the breach within the thirty (30) day period, the Superintendent shall issue a Notice of Termination for Default. Once the Superintendent has notified the Bidder that it has materially breached its Contract with the School Board, the Superintendent shall recommend to the School Board that it terminates the Contract for Cause. Notwithstanding the foregoing, the School Board reserves the right to terminate this Contract immediately with cause if necessary to protect the health, safety, and/or welfare of the School District's students or employees. The School Board shall review and consider the Superintendent's recommendation and determine whether the Bidder should be suspended from doing future work with the School Board, and if

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

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

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

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

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

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

Such prior written notice will state:

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

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

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

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

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

To Contractor:

8. **BIDDERS' RESPONSIBILITY:** Before submitting its bid, each bidder is required to carefully examine the Invitation to Bid delivery schedule, bid prices and extensions, insurance requirements, licensing requirements, bid closing date and time and to completely familiarize itself with all of the terms and conditions that are contained within the Invitation to Bid. Failure to do so on the part of the bidder will in no way relieve it of any of the obligations and responsibilities which are a part of the Invitation to Bid.

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

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

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

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement and prior to the posted recommendation on the award of the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

affected product with an equivalent replacement within a reasonable time without significant inconvenience to the District will be considered a default.

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

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

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

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

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

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

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

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

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

27. **CONTRACT DISCLOSURE:** Upon the District's request, and upon the filing of a complaint against awarded bidder pursuant to Palm Beach County School Board Policy 6.144, awarded bidder agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that bidder has used in the past five years on any of its contracts that were undertaken within the District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by bidder for each subcontract or supply contract. Awarded bidder agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Bidder understands and agrees that violation of this clause is a material breach of the Contract and may result in contract termination, debarment, and other sanctions.

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

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

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

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

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

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

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

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

The MSDS must include the following information:

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

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

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

In addition, if applicable, vendor compliance is required for the following: Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, as amended.

34. **FEMA SPECIAL CONDITIONS:** Funding for this Agreement and the individual POs may be provided in whole or in part by one or more U.S. Government funding agencies. CONTRACTOR may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or other emergency situation. During the performance of this

Contract, CONTRACTOR accepts these Special Conditions required by the Federal Emergency Management Agency (FEMA).

A. Contract Remedies

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

B. Termination for Cause and Convenience

Contracts for more than \$10,000 must address termination for cause and for convenience by the non-federal entity, including how it will be carried out and the basis for settlement.

2.1 - Applicability

This contract provision is required for procurements exceeding \$10,000. FEMA suggests including a termination for cause and for convenience in all contracts even when not required.

C. Equal Employment Opportunity (if applicable)

1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to

instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

4. CONTRACTOR will 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 advising the said labor union or workers' representatives of CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and 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. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or CONTRACTOR. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or CONTRACTOR as a result of such direction by the administering agency, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal Opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of CONTRACTORS and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such

compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONTRACTORS and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

D. Compliance with the Davis-Bacon Act (if applicable)

1. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. CONTRACTOR shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2. CONTRACTORS are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
3. Additionally, CONTRACTORS are required to pay wages not less than once a week.

E. Compliance with the Copeland "Anti-Kickback" Act (if applicable)

1. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractor s to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or 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

F. Compliance with the Contract Work Hours and Safety Standards Act (if applicable)

1. *Overtime requirements.* No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) 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 (b) (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 (b) (1) of this section, in the sum of \$27 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 (b) (1) of this section.

3. *Withholding for unpaid wages and liquidated damages.* CONTRACTOR 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 CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
4. *Subcontracts.* CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

G. Compliance with the Clean Air Act (if applicable)

1. 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. CONTRACTOR agrees to report each violation to SCHOOL BOARD and understands and agrees that SCHOOL BOARD 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. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

H. Compliance with the Federal Water Pollution Control Act (if applicable)

1. 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. CONTRACTOR agrees to report each violation and understands and agrees that CONTRACTOR 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. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

I. Suspension and Debarment (if applicable)

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, CONTRACTOR is required to verify that none of CONTRACTOR's 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. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. Recovered Materials (if applicable)

In the performance of this contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. at a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site.

CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

K. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.61 FEMA strongly encourages the use of this contract clause for any contracts where FEMA funding will be used regardless of whether the funding is from FEMA declarations or awards issued on or after November 12, 2020. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

Definitions As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause

Prohibitions Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Exceptions This clause does not prohibit contractors from providing:

- i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28
- ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

By necessary implication and regulation, the prohibitions also do not apply to covered telecommunications equipment or services that:

- i. Are not used as a substantial or essential component of any system; and are not used as critical technology of any system.

- ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

Reporting requirements. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in established in this section to the recipient or subrecipient, unless elsewhere in the contract documents established procedures for reporting the information.

CONTRACTOR shall report the following information pursuant to preceding paragraph above of this section:

- i. Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- ii. Within ten (10) business days of submitting the information preceding paragraph above of this section: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
 - e. Subcontracts.
- iii. CONTRACTOR shall insert the substance of this Section, including this paragraph, in all subcontracts and other contractual instruments.

L. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability. For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

M. Access to Records (if applicable)

1. CONTRACTOR agrees to provide THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, 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 CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. 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. 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.
4. In compliance with the Disaster Recovery Act of 2018, THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA and CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

N. DHS Seal, Logo & Flags

CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

O. Compliance with FEMA Policies, Procedures and Directives (if applicable)

CONTRACTOR will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. 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.

Q. Compliance with the False Claims Act (31 U.S.C. §§ 3729-3733)

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to CONTRACTOR's actions pertaining to this contract

R. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) (if applicable)

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 who in turn will forward the certification(s) to the awarding agency.

35. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
36. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All

containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

37. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.

38. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.

39. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.

40. **SAMPLES, DEMONSTRATIONS AND TESTING:**

A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of Palm Beach County.

B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.

C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.

41. **INSPECTION AND ACCEPTANCE OF GOODS:** The awarded bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product **to seller at the seller's expense**.

42. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licensees of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of the bid; further bidder shall be liable for all activities of bidder occasioned by performance of the Contract. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.

43. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.

44. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
45. **QUANTITIES:** The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.
46. **ORDERING PROCEDURE:** Specific Items: After approval of Contract award by the Board, a letter of contract acceptance will be issued to each successful bidder acknowledging which goods or services have been awarded. Separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

Percent Discount Catalog Bids: Separate purchase orders will be issued with pricing based on catalog and/or price lists.

No item may be shipped or service performed that is not listed on the purchase order.

47. **POSTING OF BID AND SPECIFICATIONS:** Invitation to Bid with specifications will be posted for review by interested parties at BidSync.com on the date of bid electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.
48. **BID PROTEST:** If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in section 120.57(3), Florida Statutes, the Invitation to Bid, and School Board Policy 6.14.

Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid pursuant to section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to The School Board of Palm Beach County, Florida in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500.00 nor more than \$5,000.00. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

49. **TIE BID:** According to FS 287.087, in the event of a tie, preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more responses are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both vendors have a Drug Free Work Place program, preference shall be awarded to the vendor who is certified as an SBE certified vendor with the School District. If both vendors meet all three requirements, according to standard purchasing practice, the tie will be resolved by a coin toss. The vendor whose company's name comes first in the alphabet will be assigned "heads" and the second vendor will be assigned "tails". The coin will be tossed a minimum of three times. The vendor whose side of the coin selected wins two out of three times will be the named as the first ranked proposer and recommended for award. In the event of a 3-way (or more) tie, the vendor's company name will be chosen in a drawing.
50. **INTERPRETATIONS:** Neither PeriscopeS2G nor any employee of the District is authorized to interpret any portion of the Invitation to Bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional

information as to its requirements, where necessary, shall be communicated to bidders by written addendum.

51. **SPECIAL CONDITIONS:** To the extent that any conflict exists between the provisions of the General Conditions, the Special Conditions, and bidder's proposal, the order of precedence to resolve a conflict shall apply: 1) the Special Conditions, 2) the General Conditions, and all exhibits thereto, including any addenda, 3) Contractor's response to the ITB, including any appendix and exhibits.
52. **DISPUTE RESOLUTION:** As a condition precedent to a party bringing any suit for breach of contract related to this bid, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The existence of a dispute shall not excuse the parties from performance pursuant to this bid. This remedy is supplemental to any other remedies available at law.
53. **WAIVER PROVISION:** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this bid and, therefore, is a material term hereof. Any party's failure to enforce any provision of this bid shall not be deemed a waiver of such provision or modification of this bid. A waiver of any breach of a provision of this bid shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this bid.
54. **Trade Secrets: Upon receipt, all submittals become Public Records and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes.**

By submitting its bid, Bidder understands and waives any claim of confidentiality, including trade secrets, to its pricing and/or cost of service related submittals.

Any Bidder that intends to assert that certain materials are exempt from public disclosure under Chapter 119, Florida Statutes must submit the documents in a separate bound document or file labeled "Name of Firm, Attachment to Proposal Package. Bid# - Confidential Matter." In addition, the firm must identify the specific statute that authorizes the exemption from Chapter 119, Florida Statutes. CD or DVDs included in a submittal must also comply with this requirement and the firm must separate any CD or DVDs claimed to be confidential.

Any claim of confidentiality on materials that the Proposer asserts to be exempt and placed elsewhere in the submittal will be considered waived by the Proposer upon submission, upon opening.

The School District will provide Proposer with prompt notice by phone and/or email of any request for public records in which that Proposer has claimed an exemption information being a Trade Secret so that the Proposer may see, at its sole expense, an appropriate protective order from a court of competent jurisdiction. In the event the Proposer elects not to seek an appropriate protective order or is unable to obtain such an order within no later than ten (10) business days following receipt of notice, the Proposer agrees and consents that the School District shall be permitted to respond to the public records request with the response not being deemed a breach by the School Board of its obligations under the Agreement or the Florida Statutes governing Trade Secret exemptions. The Proposer would then be waiving any rights relating to Trade Secrets under Florida Law. Proposer agrees to defend, indemnify, and hold harmless the School District and School Board and the School District's officers, employees, School Board members, and agents, against any loss, damages, judgements, attorneys' fees or cost incurred by School Board as a result of the School District's providing the records in response to the public records request or withholding them based on Proposer's assertion of the Trade Secret exemption.

The indemnification provisions survive the School Board's award of the contract and remain as long as the trade secret data is in the possession of the School Board.

23C - 26C - SPECIAL CONDITIONS

(Upon receipt, all submittals become Public Records and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. See paragraph 54 in General Conditions for details.)

A. SCOPE:

The purpose and intent of this Invitation to Bid is to secure prices and establish a Term Contract for **General Contracting Services for Minor Facilities Repair and Maintenance Under \$300K**, as specified herein. The purpose and intent of this Invitation to Bid is to secure prices and to establish a Term Contract for General Contracting Services for Minor Facilities Repair and Maintenance, as specified herein. All bidders, which meet or exceed the criteria established in the Invitation to Bid, shall be placed in the pool of pre-qualified vendors that may be utilized by the School District of Palm Beach County departments in order to obtain price quotations to provide General Contracting Services for Minor Facilities Repair and Maintenance, as specified herein.

B. DELIVERY:

Items in the Invitation to Bid are for **various schools and departments** located throughout Palm Beach County and are not for delivery to any central location. Deliveries are to be FOB destination as per purchase order. All deliveries made to schools and departments shall require inside delivery unless otherwise specified.

C. PERISCOPE2G:

1. **All offers must be submitted electronically to PeriscopeS2G at BidSync.com. Including all required documents listed in the solicitation. No other responses will be accepted, including hard copy or emailed responses.**
2. **PeriscopeS2G supports online document tracking and completion. All documents must be viewed/accepted before the bid packet can be viewed and an offer can be placed.**
3. **The District will only consider offers that have been uploaded and submitted through PeriscopeS2G PRIOR to the bid closing date and time. As with any document upload, larger documents and/or heavy user activity may result in longer upload times. **Please allow sufficient time to complete your offer.****
4. **Only Microsoft Windows supported documents file extensions will be accepted.**
5. **IMPORTANT INFORMATION: For help filling out your offer, please visit:**

<https://support.bidsync.com/hc/en-us/articles/222437508-How-do-I-respond-to-a-bid->

All responses entered into PeriscopeS2G must be typed in. DO NOT cut and paste from any other program. Doing so may corrupt or invalidate your response and not allow you to respond.

In order to complete this response process, you must first select "Review response," verify the information is correct then enter your password and select "Confirm & submit response."

After clicking "Confirm & submit response," a confirmation page loads with "Offer Received" at the top of the page. If you do not see this confirmation, your offer was not submitted successfully.

If you select to receive a confirmation e-mail indicating a successful response you will receive a confirming email within five minutes.

If you do not receive confirmation that your offer has been received, please call Periscope S2G at 800-990-9339 Option 1 (Customer Care) and then Option 1 (Vendor Assistance).

In the event an addendum(s) to a solicitation is created, the addendum(s) will be distributed by PeriscopeS2G to all who are known by the Purchasing Department to have received a complete set of proposal documents.

Be advised that registering with PeriscopeS2G is a FREE service.

D. BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT:

The School District is requesting this affidavit to include a list of every "person" (as defined in Section 1.01 (3), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. **The Beneficial Interest and Disclosure of Ownership Affidavit (PBS Form 1997) must be downloaded, signed, notarized and uploaded with your bid response. The Proposer must submit all supporting documentation in the name of the Proposer's entity only. Parent and/or subsidiary entities will not be acceptable.**

E. SBE PREFERENCE:

Award recommendations shall make appropriate adjustments to pricing when considering solicitations from a District certified Small Business Enterprise (SBE) if the bid price does not exceed the lowest bidder's price by an amount greater than \$50,000 or 5%, whichever is less. In instances where the certified SBE's price difference is greater than \$50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived. The requirements to qualify for the SBE are to be certified by the School District of Palm Beach County, **subject to the criteria indicated in paragraph P.** The District does not recognize any other certifications. Graduation from the District SBE Certification Program shall void certification if a vendor has exceeded the revenue/sales size standards for their industry specific classification for the previous three year period. **See Paragraph N, SBE GOAL, and Paragraph P, SMALL BUSINESS ENTERPRISE PARTICIPATION, for complete detail.** For District certification go to <https://www.palmbeachschools.org/diversityinbusiness> website and complete the SBE certification application.

F. AWARD:

In order to meet the needs of the various schools and departments and in the best interest of the School District, this Contract will be awarded to ALL responsive, responsible bidders meeting specifications, terms and conditions of this bid to provide a complete 100% turnkey Minor Facilities Repair and Maintenance project(s) based on their prices submitted on the Bid Summary Document contained in this bid. Whenever work is needed, awarded vendors will be notified to provide a Quote for that project. The project may be given to the vendor with the best price for that project after adjustments have been made for all preferences that may be applicable.

All quotes must include the cost for labor, materials and installation/repair and the pricing shall be broken out for verification of pricing against pricing submitted on attached Bid Summary Document. Contractors shall use the Bid 23C-26C Quote Document provided for each project when responding to quotes. Quotes that do not follow this requirement, may be rejected. There will be no additional charge for consultation or troubleshooting on any particular project. Once awarded, vendor shall not request any increases.

Emergency repairs: Emergency repairs are defined as situations where immediate repairs are required to prevent the loss of service to alleviate the possibility of a situation which would

adversely and unduly affect the safety, health or comfort of building, occupants, or otherwise cause loss to the School District. In the event of an emergency, the District shall select a vendor from the pool of awarded vendors on a rotating basis to provide emergency repair services. The contacted vendor shall respond within 24 hours. Upon completion of the emergency job the vendor shall notify Facility Management Coordinator and an itemized invoice reflecting the pricing submitted on the Bid Summary document shall be submitted within 24 hours.

In emergency situations where there are extended lead times, fabrication time, or the work will not take place immediately, a written quote shall be submitted to the Facility Management Coordinator. This quote should include estimated time of completion, lead times, and other pertinent information. Emergency services may require work be performed after regular hours, weekends, and holidays. Awarded vendors who are unavailable for a particular project shall be required to provide written notification that they will be unavailable to respond. Vendors shall not refuse any project based solely upon its location and dollar amount. For non-emergency repairs see paragraph BB.

The Board reserves the right to undertake inquiries into proposer's financial and/or litigation history, and by submitting a proposal, the proposer expressly consents to these inquiries.

The Board, through its designee(s), reserves the right to further negotiate any proposal, including price and warranty, with all responsible and responsive bidders to meet the needs of the District. If a mutually beneficial agreement with the bidder offering the lowest cost and who is deemed responsible and responsive cannot be resolved, The Board, through its designee(s), reserves the right to enter into negotiations with the next bidder offering the lowest cost and who is deemed responsible and responsive until an agreement is reached to meet the needs of the District. Upon award of a particular item to the successful bidder, the vendor cannot substitute an item without prior approval by the Purchasing Department. Vendor must supply the item that was specified according to their bid response unless instructed otherwise by the Purchasing Department.

The Purchasing Department or their designee reserves the right to use the next bidder offering the lowest cost and who is deemed responsible and responsive in the event the original awardee of the bid cannot fulfill their contract, subject to the terms and conditions of Preference awards as provided herein. The next bidder offering the lowest cost and who is deemed responsible and responsive prices must remain the same as originally bid and must remain firm for the duration of the contract.

G. TERM OF CONTRACT:

The term of this contract shall be for three (3) years from the date of award and may, by mutual agreement between the School District and the awardee(s), be renewable for two (2) one-year period(s). If considering renewing the Contract, the Board, through the Purchasing Department, will provide a letter of intent to renew the Contract to the awardee(s) 120 days prior to the end of the initial term of the Contract period or any subsequent renewal term. If needed, the Contract may be extended 120 days beyond the Contract expiration date or any subsequent renewal periods. The awardee(s) will be notified when the Board has acted upon the recommendation. All prices shall be firm for the entire length of the Contract and all subsequent renewal periods unless the conditions below are met, nothing prohibits the District from accepting lower pricing during the term of this contract.

- 1) **Price Escalation** SCHOOL BOARD may consider pricing increases during the term of the initial contract period, and any/all subsequent renewal periods if the following conditions occur: a) There is a verifiable price increase to the provider of the bid items(s); b) CONTRACTOR submits in writing, notification of price increases(s); c) The price increase shall be comparable to documented changes in industry related indices; d) price increases due to seasonal and/or unforeseen market conditions during the term of the initial contract period, and any/all subsequent renewal periods; e)

CONTRACTOR shall submit the above information to the Purchasing Department no less than thirty (30) calendar days prior to the effective date of the requested price increase.

When the CONTRACTOR complies with the above-mentioned conditions, Purchasing will review the information to determine if it is in the best interest of the School District to adjust the pricing on the effective date of price increase.

CONTRACTOR must receive written notice from Purchasing that SCHOOL BOARD is in acceptance of the new price(s) before processing any orders at the new cost.

CONTRACTORS are also expected to pass along any/all decreases on products/services OR to keep product pricing constant (remain the same) when market conditions warrant no such increases

H. REFERENCES:

Electronically Complete the Reference Document and include at least five (5) references from customers that you have contracted with to provide General Contracting Services. This should include at least one reference from a customer who has been with you for a year or less, three references from veteran customers with long term or repeat contracts and at least one reference from a past customer who is currently not under contract with you. Please do not include the School District of Palm Beach County as a reference.

NOTE: The information requested must include a current contact name, phone number and email address for each reference.

I. QUALIFICATIONS:

Provide photocopies of the following (**valid and current**) licenses and/or certificates: **Failure to provide this documentation may result in rejection of bid.**

If you are a business located within Palm Beach County please provide:

1. Palm Beach County Local Business Tax Receipt, formerly Occupational License.

AND

2. Proof of an active Certificate of Authority issued by the Florida Department of State which authorizes the Bidder to transact business in the State of Florida. This proof may be provided by either submitting a copy of the Letter of Authority issued by the Office of the Secretary of State or by submitting a copy of the Certificate of Status Verification which may be obtained via Sunbiz.org-Department of State.

AND

3. Copy of the proposer's Certified General Contractor's (CGC) License, issued by the Florida Department of Business and Professional Regulations. By submitting a bid, each bidder certifies that they possess a current certificate of competency issued by the State of Florida. All subcontractors must have appropriate licenses.

Per Florida Statutes 607.1501, A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State. For information on how to register to do business in the State of Florida go to: <https://dos.myflorida.com/sunbiz/forms/>

If you are an out of the county business please provide:

1. a current Business Tax Receipt within that county you are registered

AND

2. Proof of an active Certificate of Authority issued by the Florida Department of State which authorizes the Bidder to transact business in the State of Florida. This proof may be provided by either submitting a copy of the Letter of Authority issued by the Office of the Secretary of State or by submitting a copy of the Certificate of Status Verification which may be obtained via Sunbiz.org-Department of State.

AND (if applicable)

3. Copy of the proposer's Certified General Contractor's (CGC) License, issued by the Florida Department of Business and Professional Regulations. By submitting a bid, each bidder certifies that they possess a current certificate of competency issued by the State of Florida. All subcontractors must have appropriate licenses.

The bidder(s) must complete and submit the Questionnaire Form with this bid.

The bidder(s) must have an adequate organization, facilities, equipment, and personnel to insure prompt and efficient service. The District reserves the right, before recommending any award, to inspect the facilities to determine ability to perform. The District reserves the right to reject bids where evidence submitted, investigation and/or evaluation, is determined to indicate inability of the bidder to perform.

J. PLACING AN OFFER:

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

All offers must be submitted electronically to PeriscopeS2G at BidSync.com. No offer will be considered if submitted after the closing date and time. Hard copy bids will not be accepted. Allow sufficient time to complete your offer, **and follow all steps outlined in Paragraph C.** If necessary, an addendum will be distributed by PeriscopeS2G to all who are known by the Purchasing Department to have received a complete set of proposal documents.

K. BID QUESTIONS:

From the time this solicitation is posted until the time a Decision or Intended Decision is posted, potential Proposers and employees, representatives, partners, director, officers, or other individuals acting on behalf of the Proposer, shall be prohibited from lobbying any School District employee, Member of the School Board, Member of a School District Advisory Committee that may evaluate the awarded contract, or person selected to evaluate or recommend selection of the awarded Proposer. Violation of the Cone of Silence shall result in rejection/disqualification of the Proposer from award of a contract arising out of this solicitation. Further, in order to protect the integrity of the award process, all questions regarding this solicitation must be submitted via PeriscopeS2G no later than 5:00 p.m. EST, on November 25, 2022. **Questions received via PeriscopeS2G by the time and date specified will be answered in writing and posted on PeriscopeS2G.** **Lorenzo Valdes** is authorized only to direct the attention of prospective proposers to various portions of the Bid so that they may read and interpret such for themselves. Neither **Lorenzo Valdes** nor any employee of the District is authorized to interpret any portion of this Bid or give information as to the requirements of the Bid in addition to that contained in the written documents. All questions submitted (along with their source) are subject to Public Records Laws and as such will be available for inspection upon receipt of a Public Records Request.

L. POSTING OF BID RECOMMENDATION / TABULATIONS:

Bid recommendations and tabulations will be posted electronically with PeriscopeS2G for review by interested parties, on December 14 at 3:00 p.m., EST, and will remain posted for a period of 72 hours. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all bidders of the new posting date and time.

Any person adversely affected by the decision or intended decision, as defined in School Board Policy 6.14 (4) (a), must file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. Saturdays, Sundays and State Holidays shall be excluded in the computation of the 72-hour time period. The formal written protest must be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or to file a formal written protest within the time prescribed in section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

M. SBE GOAL:

The Board strongly encourages the use of Small Business Enterprises for participation as partners: joint venture partners, subcontractors, sub-consultants and prime contractors, in the District's contracting opportunities. A listings of Certified Small Business Enterprises can be found on the District's Office of Diversity in Business Practices web site at <http://www.palmbeachschools.org/diversityinbusiness>.

N. SUB-CONTRACTING:

If a vendor intends to sub-contract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted with the bid or prior to use for approval. No sub-contracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from the District. Subcontractors will be required to conform to the Jessica Lunsford Act as noted in the General Conditions document of this bid.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. The School District Representative reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid. Vendors are encouraged to seek SBE business enterprises for participation in sub-contracting opportunities. The sub-contractor shall be equally responsible for meeting all requirements specified in this Invitation to Bid.

O. SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION:

An SBE business must meet The School District of Palm Beach County's (SDPBC) eligibility standards incorporated in the definition of Small Business Enterprise (SBE) as outlined in School Board Policy 6.143, Diversity and Equitable Utilization in Business, which requires that the business be certified by SDPBC.

SDPBC defines a Small Business Enterprise (SBE) as having average annual gross sales that are less than fifty (50%) of the small business size standard as defined by the U.S. Small Business Administration (SBA) for a firm's relevant industry. The average number of full-time employees over the last three years that is less than fifty percent (50%) of small business size standard as defined by SBA for the business firm's relevant industry. See SBE guidelines at: www.sba.gov/federal-contracting/contracting-guide/size-standards.

The principal place of business of the SBE must be in Palm Beach County, Broward County, and /or Miami Dade County. The firm's headquarters must be located in Palm Beach County, Broward County, and/or Miami Dade County with either, a majority of the firm's gross

revenues or sales derived there, or a majority of firm’s employees domiciled in one of these counties.

An SBE business must have received less than fifteen million dollars (\$15 million) in contract payments from the School District of Palm Beach County projects or contracts in the fiscal year preceding the bid.

An SBE business shall be independent (a free-standing business) and recognized as a separate entity for tax purposes. Businesses that share common ownership, space, employees, or other facilities, may be considered as a single business for this program without reference to tax status.

The business must have been established and operational for a period of at least one (1) full year prior to the certification application. The business’s address must include street number, name of the street, suite number, if any, and correct zip code. A post office box is unacceptable without the physical street address.

Revenues or Sales Size Standards:

Procurement Program – Any firm that has had an average cumulative gross sales or revenues of greater than seven million dollars (\$7 million) over the last three (3) years shall not be considered eligible to participate in the School District’s SBE program for procurement.

SDPBC will accept SBE certification on a school district solicitation if the bidder can demonstrate that they meet the guidelines as outlined in the School District’s Small Business Enterprise Program eligibility guidelines. Industry specific classification and income thresholds are consistent with and meets the standards contained in School Board Policy 6.143 and the Office of Diversity in Business Practices Procedures Manual as depicted in the chart below.

INDUSTRY	INCOME THRESHOLD
Construction	Not to exceed \$13,000,000.
Professional Services	Not to exceed \$6,000,000.
General Procurement	Not to exceed \$7,000,000.

SBE Vendor Directory:

The Vendor Directory represents SBE vendors certified only by the School District of Palm Beach County. Vendors certified as an SBE with any entity or agency other than the School District of Palm Beach County will not be accepted. The District does not have reciprocity with any other certifying Agency/Entity. The District has an Inter-local Agreement (IA) with The City of West Palm Beach, Palm Beach County and Miami-Dade County Public Schools; however, SBE bidders must have met the certification eligibility criteria of the District’s certification program at the time of documentation submittal in order to be deemed a District Certified SBE.

Goal: The Goal established for this industry classification is an SBE Bid Preference of 5% for the participation of Small Business Enterprises.

SBE Bid Preference:

Pursuant to Board Policy 6.143, award recommendations shall make appropriate adjustments to pricing when considering solicitations from School District of Palm Beach County (SDPBC) certified Small Business Enterprises (SBE) if the bid price does not exceed the lowest bidder’s price by an amount greater than \$50,000 or 5%, whichever is less. In instances where the certified SBEs price difference is greater than \$50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived.

Qualification requirements for SBE Bid Preference are, the bidder must be certified by the School District of Palm Beach County, at the time the bid is submitted. The District does not recognize any other certifications. **Bidders must submit their School District Certification Certificate with the bid.** For District certification go to <http://www.palmbeachschools.org/diversityinbusiness> website and complete the SBE certification application. The Office of Diversity in Business Practices will review the certification database to ensure that all SBE's are certified at the time the bid is submitted.

Small Business Enterprise Participation:

Bidders who list SBE subcontractors as participants in their bids must complete and submit the Subcontractor Participation Letter of Intent, Form 1525 and Subcontractor Participation Summary, Form 1526. Form 1526 will be submitted with all requests for payment, and will be submitted as part of the response to the solicitation.

SBE Bid Preference is not the same as Small Business Enterprise Participation.

If SBE Bid Preference is indicated, then the Bid does not have an SBE Participation Goal and Forms 1525 and 1526 are not required.

The industry specific classification for this solicitation is: Construction

B2GNow Compliance Reporting System

The SCHOOL BOARD maintains an electronic Contract Compliance System known as the B2GNow Compliance Reporting System. This Contract is subject to Compliance Tracking and Contractor shall use the B2GNow secure web-based system to submit Project Specific information including, but not limited to, monthly payments and progress reports on all Subconsultants and Subcontractors.

Contractor understands that all Subconsultants and/or Subcontractors are also required to utilize the B2GNow Reporting System to manage their contact information and Project Specific records, respond to any noted instructions and/or information requests. Contractor agrees to advise all of its Subconsultants and/or Subcontractors in writing of the requirement to submit all Contract Compliance related data electronically to the B2GNow Reporting System. Contractor further agrees and understands it is responsible for ensuring all Subconsultants and/or Subcontractors have uploaded all requested items via the B2GNow Reporting System.

Contractor understands its contact information and that of its Subconsultants and/or Subcontractor must remain accurate and up-to-date in the B2GNow Reporting System and agrees to timely notify SCHOOL BOARD of any changes to its contact information or that of a Subconsultant and/or Subcontractor. From time to time, the SCHOOL BOARD may require additional information from the Contractor and/or its Subconsultants/Subcontractors and Contractor agrees that it will provide such information, within five (5) business days via the B2GNow Reporting System. Contractor understands its obligations hereunder are continuing and shall survive the expiration or termination of the Contract.

Information concerning access of the B2GNow Reporting System will be provided to Contractor by the Office of Diversity in Business Practices. The B2GNow Reporting System is web-based and can be accessed at the following Internet address: <https://palmbeachschools.diversitycompliance.com/>. The Contractor shall contact the Office of Diversity in Business Practices to register for training and support for the B2GNow Reporting System. Contractor agrees to advise all of its Subconsultants and/or Subcontractors in writing of their obligation to contact the Office of Diversity in Business

Practices to register for training and support for the B2GNow Reporting System. For information request and questions, contact the Office of Diversity in Business Practices (561-681-2403).

See paragraph N for additional details regarding subcontractors.

P. ACCESSIBILITY TO AND COOPERATION WITH INSPECTOR GENERAL AND STAFF:

The Awarded Vendor agrees and understands that the School District's Office of Inspector General shall have immediate, complete, and unrestricted access to all financial and performance-related records, papers, books, documents, information, writings, drawings, graphs, photographs, processes, data or data compilations, computer hard drives, emails, instant messages, services, and property or equipment purchased in whole or in part with School Board funds ("Information and Records"). The Awarded Vendor shall furnish the Inspector General with all Information and Records requested for the purpose of conducting an investigation or audit, as well as provide the Inspector General with reasonable assistance in locating assets and obtaining information and records that are in the possession, custody, or control of the Awarded Vendor or its subcontractor. The Awarded Vendor understands, acknowledges, and agrees to abide by applicable portions of School Board Policy 1.092. Such policy is located at: <https://go.boarddocs.com/fl/palmbeach/Board.nsf/Public#>.

Q. PUBLIC RECORDS LAW:

The Responder shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the School Board of Palm Beach County in order to perform the service to the Board under this agreement.
- b. Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Responder does not transfer the records to the Board.
- d. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of the Responder or keep and maintain public records required by the Board to perform the service. If the Responder transfers all public records to the Board upon completion of the Agreement, the Responder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Responder keeps and maintains public records upon completion of the Agreement, the Responder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.

Failure of Responder to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event of a dispute regarding the enforcement of this provision where the Responder has unlawfully refused to comply with the public records request within a reasonable time, the School Board shall be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the vendor as authorized by 119.0701, Fla. Stat.

IF THE RESPONDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, HE OR SHE MUST CONTACT THE PUBLIC RECORDS MANAGEMENT COORDINATOR FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY AT 561-629-8585, PUBLICRECORDS@PALMBEACHSCHOOLS.ORG, OR 3300 FOREST HILL BLVD., SUITE C-110, WEST PALM BEACH, FL, 33406.

Public Records Exemption:

- 1) For purposes of this paragraph, "competitive solicitation" means the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement.
- 2) Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- 3) If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

R. INSURANCE REQUIREMENTS:

In the event of loss, damage or injury to the awarded bidder(s) and/or the awarded bidder's property, the awarded bidder(s) shall look solely to any insurance in its favor without making any claim against the School Board of Palm Beach County. The bidder's insurance coverage shall be primary and noncontributory. Proof of the following insurance will be furnished by the awarded vendor(s) to the School Board of Palm Beach County by Certificate of Insurance. The School Board shall be named as an additional insured.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County, Purchasing Department by email (insurancecertificate@palmbeachschools.org), or fax (561-963-3823), and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

1. WORKERS' COMPENSATION: WORKERS' COMPENSATION:

Bidder must comply with Section 440, Florida Statutes, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits or elective exemptions as defined in Florida Statute 440 will be considered on a case by case basis.

Required Endorsements:

- Waiver of Subrogation – WC 0003 13 or its equivalent

2. COMMERCIAL GENERAL LIABILITY:

Bidder shall procure and maintain for the life of the contract, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of the contract. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

Required Endorsements:

- Additional Insured – CG 20 26 or CG 20 10 and CG 20 37 or their equivalents.

Note: CG 20 10 or CG 2026 must be accompanied by CG 20 37 to include products/completed operations.

- Waiver of Transfer Rights of Recovery – CG 24 04 or its equivalent.
- Primary and noncontributory – CG 2001 or its equivalent.

Note: If blanket endorsements are being submitted, please include the entire endorsement and applicable policy number.

3. BUSINESS AUTOMOBILE LIABILITY:

Awarded vendors shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$500,000 per occurrence. This coverage shall be an “Any Auto” form policy or a form policy that includes “Scheduled Autos, Hired Autos, and Non-Owned Autos” coverage. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we require an affidavit signed by the contractor indicating the following:

_____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, _____ (Company Name) agrees to purchase Business Automobile Liability coverage as indicated above on the date of acquisition.

4. WAIVER OF SUBROGATION:

The awarded bidder(s) hereby waives any right of subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of the Bidder’s insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.

NOTE: The terms and conditions of this agreement shall apply with respect to awarded bidder’s operations for any school or ancillary owned by the School Board of Palm Beach County.

5. SECURITY OF CONFIDENTIAL PERSONAL INFORMATION:

In accordance with Section 501.171, F.S., (or section as amended) Awarded Vendor(s) shall take reasonable measures to protect and secure the School Board's records in any form. This data may include (personal, financial or student) information. Awarded Vendor(s) shall notify The School Board, or its designee, as expeditiously as practicable, but no later than 30 days after the determination of the breach or reason to believe a breach has occurred. Awarded Vendor(s) shall work with The School Board, or its designee, to satisfy the requirements of Section Fla. Statutes, Chapter 501.171 (or section as amended) as to required investigation and notice provisions. Further, Awarded Vendor(s) shall reimburse The School District for actual, reasonable costs incurred by The School District in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation within 30 days of receipt of documentation from The School District evidencing such actual, reasonable costs incurred.

S. USE OF STUDENT INFORMATION

During the term of the contract if you will receive personally identifiable information from education records of students under the Family Education Rights and Privacy Act (20 U.S.C. s. 1232g) and 34 C.F.R. s. 99.31(a)(1)(i)(B), and sections 1002.22 and 1002.221, Florida Statutes you will need to complete the PBSB 2220 form and indicate under paragraph one (1) on the form what information you will be requesting.

If you will not be receiving any personally identifiable information from education records of students under the Family Education Rights and Privacy Act (20 U.S.C. s. 1232g) and 34 C.F.R. s. 99.31(a)(1)(i)(B), and sections 1002.22 and 1002.221, Florida Statutes, please mark N/A on the Vendor or Partner section of the form and return with the proposal.

I. E-VERIFY

- A. Pursuant to Fla. Stat. §448.095, Contractor agrees that it shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees during the term of this contract or solicitation
- B. Pursuant to Fla. Stat. §448.095, if Contractor enters into a contract with a subcontractor(s) for the labor, supplies or services provided under this contract or solicitation, Contractor must require that the subcontractor(s) provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor understands that Contractor must maintain a copy of such affidavit for the duration of the contract or solicitation.
- C. If School Board has a good faith belief that the Contractor has knowingly violated Fla. Stat. §448.09, School Board shall terminate the contract with the Contractor. The Contractor is liable for any additional costs incurred by the School Board as a result of a termination of this contract or solicitation pursuant to §448.095(2)(f) .
- D. If School Board has a good faith belief that a subcontractor(s) has knowingly violated §448.095, but Contractor has otherwise complied with this subsection, School Board shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor(s).

U. PAYMENT / PAYMENT TERMS:

Payment will be made after the goods/services from the awarded vendor have been received/completed; inspected and found to comply with award specifications, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

The District's payment terms are net 30 days; however, the District will accept terms for early payment. See **Early Payment Terms Document**.

Payment will not be processed until the following occurs:

1. The complete and satisfactory receipt of all items ordered. All pricing in accordance with the bid.
2. The receipt of a properly billed invoice in the Accounting Services Department.

Invoices to the School Board MUST include the following to permit verification of prices and expedite payment to vendors:

1. Name and Address of Vendor
2. A Unique Invoice Number
3. Date of Shipment
4. Line Item Total or Extended Price
5. Purchase Order Number
6. A copy of the first invoice for this contract shall be sent to the Purchasing Agent for review at Lorenzo.e.valdes@palmbeachschools.org.

Invoice copy and/or packing slip must be presented at time of delivery. Original Invoice must be sent to Accounting Services, 3300 Forest Hill Blvd., Suite A-323, West Palm Beach, FL 33406, or submitted electronically.

To submit an invoice as an email attachment, ensure that the electronic document meets the guidelines below and email the invoice to apinvoice@palmbeachschools.org.

Electronic Invoice Submission Guidelines:

a. Submit industry standard PDF's, created at a 300-dpi bi-tonal equivalent (either image or text only content) or bi-tonal or grey scale TIF's.

b. Each invoice must be its own file attachment. Multiple invoices in a single email is supported, but each invoice must be a separate file attachment

If you are interested in learning more about submitting invoices via email, please contact Bob Rucinski at bob.rucinski@palmbeachschools.org, or call him at (561) 434-8701.

Failure to timely submit invoice(s) to Accounting Services as set forth above may significantly delay processing and payment of the invoice.

The School Board may not process invoices submitted more than 120 Days after the date the goods or services were delivered without prior approval from the Accounting Services Department.

Vendor waives claims for payment of goods and/or services on invoice(s) not received by the Accounting Services Department within 120 Days of the delivery. Prior approval by Accounting Services is required if invoicing will extend past 120 days.

The above terms and conditions are agreed to by submitting an offer on this bid.

V. INCORRECT PRICING/INVOICES:

Any pricing on invoices that is incorrect or freight charges that were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the District's attention and did not receive written approval via a Change Order issued by the Purchasing Agent may not be honored.

W. CHANGE ORDERS:

Any addition(s) to the Scope of Work or to a Purchase Order as a result of the bid award that adds additional costs must be brought to the School Districts attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the district's attention and did not result in a Change Order approved by the Purchasing Agent may not be honored.

X. DISTRICT PURCHASING CARD:

The School District has authorized the use of a Purchasing Card with Visa through the Bank of America to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Vendors may be presented these credit cards by authorized School District personnel for the above-mentioned purchases. Each cardholder's authorization limit may not exceed \$1,000 daily per vendor effective July 1, 2006 (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under \$1,000.

Y. CONFLICT OF INTEREST:

On vendors own business letterhead, all vendors must disclose the name of any officer, director, or agent who is also an employee of the District. All vendors must disclose the name of any District employee who owns, directly or indirectly, any interest in the responder's business or any related entity. By submitting this documentation to the District, the vendor represents and warrants that District employee does not have a prohibited conflict of interest as provided in Chapter 112, Florida Statutes and School Board Policy 3.02 Code of Ethics.

Z. CODE OF ETHICS:

Per District Policy 3.02, District Employees shall not accept gifts or gratuities in violation of the State Code of Ethics or which give the appearance that the gift improperly influenced a decision.

AA. ORGANIZATION PROFILE:

Provide the Corporate Name and Parent Company (if applicable) and address of corporate headquarters. Provide the names, titles, addresses, email, and telephone numbers of the persons authorized to answer any questions related to Company's proposal. The Organization Profile should also include information such as number of years in the business, number of locations, location of facilities, company vision statement, and a succinct history of the company. In addition, the Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be completed, signed, notarized and returned with your bid.

BB. COMPANY FINANCIALS:

Vendors shall provide financial statements giving the District enough information to determine financial stability. Failure to do so may result in your response being rejected.

- a. Balance Sheet or Annual Report for the last three (3) years
- b. Three (3) years of income statements
- c. Federal or State tax liens or judgements for the proposer's entity for the last five years. If no liens or judgements exist, please so state on Company Letterhead and upload with your response.

You may also include (optional):

- a. Statement of Changes in financial position;
- b. Letter from the proposer banking institution
- c. Statement from certified public accounting firm.

CC. SCOPE OF SERVICES: The School Board of Palm Beach County, Florida invites General Contractors licensed by the State of Florida, to submit a Proposal to provide General Contracting services for Minor Facilities Repair and Maintenance necessary to deliver a completed project in accordance with the requirements and specifications established by the District for each project. Minor Facilities Repairs and Maintenance will consist of projects with a dollar value under \$300,000.

- For projects with an estimated cost under \$10,000 work shall be rotated between the awarded pool of contractors who are ready, willing and able to perform the work.
- For projects with an estimated cost over \$10,000, Purchasing will post a Request for Quote (RFQ) on PeriscopS2G and include Scope of Work, Specifications, any associated plans or prints and a required Quote Document. The RFQ will be open to only those vendors awarded on this contract. If a site visit is considered mandatory, all interested parties/bidders shall attend and sign the attendance sheet. The attendance sheet will be collected ten (10) minutes after the scheduled start time. Contractors arriving after the attendance sheet has been collected may be considered as not in attendance for purposes of the mandatory site inspection and their quote may be rejected.

Following the site inspection, you will have an opportunity to submit any questions regarding the project by the deadline specified. Quotes shall be submitted as directed by the deadline specified and submitted on the Required Quote Document only. All Quotes shall provide cost for labor, materials, installation and equipment necessary to complete the work on the project and deliver a 100% completed project on or before the completion dates specified. Prices quoted shall only be accepted from the Bid Summary Document submitted with this bid and must be itemized. No lump sum will be accepted. Work shall incorporate all of the requirements set forth in the Board approved Educational Specifications, Florida Building code, Florida Accessibility Codes, District Master Specifications, Design Criteria and all other applicable specifications.

There will be no additional charge for consultation or troubleshooting on any particular project. This will be included with any project by the awarded contractor for that project. Due to budgetary restraints and ultimate practicality of some projects, the District by requesting a site visit or proposal does not by implication commit itself to commencement or completion of any project.

No guarantee of the dollar amount of work performed under this Contract is implied or given, nor is there any guarantee of work.

At the completion of a project, the School District will perform a project inspection to assess the quality materials and services, managed cost control, timeliness and conformance to regulations and standards. Poor assessments may be grounds for removal from the pool of awarded vendors. If Contractor does not intend to submit a quote on a certain project, justification must be provided to the School District. The School District shall take a non-responsiveness into consideration when awarding future work and determining whether contract options will be exercised.

RESPONSIBILITIES

1. For each project awarded under this Contract the Contractor shall be responsible for the following:
2. The Contractor will furnish, at their expense, all labor, materials, transportation, technical expertise, supervision, licensing, and permits, in compliance with all of the requirements set forth in the Educational Specifications, District Master Specifications, Florida Building code, Florida Accessibility Codes and all other applicable Specifications. It is suggested that vendor should familiarize themselves with the District's codes and regulations prior to submitting your proposal. DMS can be found at the following link:
<https://www.palmbeachschools.org/cms/one.aspx?pageId=12530559/>
3. The School District will provide water and electricity from point of closest hook-up only (no hoses or electrical cables will be provided) at sites specified.
4. Contractor shall provide shop drawings for all completed work to the District Facility Management Coordinator or designee, where applicable.
5. The contractor shall be responsible for correction/replacement, according to local codes and School District's satisfaction, of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, structures, etc., broken or damaged as the result of contractor's operations.
6. The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the District at once.
7. The contractor shall not be relieved of obligations to perform the work in accordance with the contract documents either by activities or duties of the owner or of the contract or by test inspections or approvals required or performed by persons other than the contractor.
8. Contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site as well as removal of dunnage off the school/department site in accordance with specifications herein and all attachments.
9. The contractor's invoice must be itemized showing parts, labor,

- etc., to provide a complete accounting of services performed.
10. The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.
 11. The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their operations at the work site.
 12. Contractor shall be responsible for safeguarding of all tools and equipment, signs, barricades, etc. while operating on any school site. The district assumes no responsibility for act of theft or vandalism which may occur while contractor's equipment is located on any school district site.
 13. Contractor shall not inhibit access to any School District building during pursuit of work specified herein.
 14. Contractor shall leave work site in a neat and orderly fashion at the end of each workday.
 15. Contractor or a representative, daily while on campus, shall sign in and present District issued clearance badge at the school center's main office prior to commencing any work and shall sign out at school's office prior to leaving campus unless prior written exception has been obtained.
 16. Contractor shall provide due care at all times while performing any task at any District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous condition for pedestrians, property, and vehicles.
 17. The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to them.
 18. The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures and for coordinating all portions of the work under the contract.
 19. The contractor shall be responsible to the District for the acts and omissions of any awarded project by their employees, subcontractors and any other persons performing any of the work under a contract with the contractor.
 20. The contractor shall have a English-speaking, licensed (State of Florida or Palm Beach County) supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractor's behalf.
 21. The contractor shall not proceed with any project until a written purchase order has been received.
 22. The contractor must obtain prior written approval on all costs before the additional work is started.
 23. The contractor shall provide a construction work schedule and submit it to the School District designated contract person. The schedule shall include estimated commencement and completion

dates.

24. The contractor shall provide an emergency after-hour phone number and contact person.
25. The contractor shall be responsible to ensure pickup of any and all refuse, rubbish, scrap materials, and debris as a result of their operations so that work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. No rubbish shall be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave project in ready-to-use condition.

The contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed) at all times, and their compliance with School Board Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on campus. The provision or use of existing sanitary facilities will be discussed and determined at the pre-construction meeting. The contractor shall provide to the owner certification that all personnel on site comply with Level 2 FDLE and FBI screening, with the report of the results provided by or to the School District's Police Department, which shall be the sole determiner of clearance. All contractor and sub-contractor personnel must have a badge, indicating clearance. The contractors name and a traceable number must be visible. No contact between students or School staff is allowed with any contractor, sub-contractor, or supplier. If contacted by school personnel or staff, refer them to the School Districts Project Coordinator for this project.

DD. HOURLY RATE: The hourly rate quoted shall include full compensation for labor, equipment use, travel time, and any other cost to the bidder. This rate is assumed to be at straight time for all labor, except as otherwise noted. The bidder shall comply with minimum wage standards and any other applicable laws of the State of Florida. If overtime is allowable under this Bid, it will be covered under a separate item in the special clauses.

EE. WORK DAY DEFINED: *The workday shall start at 7:00 A.M. and end at 5:00 P.M., Monday through Sunday.* The hourly rate charge shall commence on the job site; all travel time expenses shall be borne by the bidder and will not be reimbursed by the District.

FF. WARRANTY: Contractor shall guarantee entire installed system to be free of defects in workmanship and materials for a period of at least one year from date installation is accepted. Contractor and/or manufacturer shall repair and/or replace, at no cost to the School District, any defects or malfunctions noted during the warranty periods.

GG. LIQUIDATED DAMAGES: Should the contractor fail to complete the work within the time specified on the purchase order, and provided the contractor has not previously obtained an extension of time, the School District reserves the right to collect liquidated damages. Said liquidated damages shall be assessed at the rate of \$100 per day for each calendar day that work remains uncompleted after the time allotted.

HH. BALANCE OF LINE: The "balance of line" shall include products and services that are not requested in this. Invitation to Bid, but are within the scope of products and services available from the awardee(s). The School District reserves the right to add these products and services to the

awarded items. Additions shall be submitted as they occur. Deletions and discontinued items shall be reported by bid awarded vendor as they occur. Refer to Additional Information Document.

II. DELAYS AND EXTENSIONS OF TIME: If the contractor is delayed at any time in the progress of the work for any cause or reason which is beyond their control, contract time may be extended by mutual agreement between the contractor and the School District (Purchasing Department).

JJ. AREA REPRESENTATIVE: Bidder should indicate on the attached Area Representative Document the name, address, phone number and email address, if available, of the vendor representatives who will make periodic scheduled visits to the schools and departments and will be available, upon request, to resolve billing and delivery problems.

BID PREPARATION CHECKLIST:

The Bid Preparation Checklist is a guide to assist the Bidder in verifying the completeness of their Bid. The Bid Preparation Checklist does not relieve the Bidder of the responsibility of ensuring that all requirements of this solicitation are included with submittal of their response. Items checked “required” must be submitted with your bid response or your bid may be declared non responsive.

Verified by Vendor	Required	Document	See Special Condition
	Yes	Bidder Acknowledgement	On PeriscopeS2G
	Yes	Area Representative	Paragraph JJ
	Yes	Required Response Form	On PeriscopeS2G
	Yes	Bid Summary Document	On PeriscopeS2G
	Yes	Certificates/License	Paragraph I
	Yes	Questionnaire Form	Paragraph I
	Yes	Beneficial Interest and Disclosure of Ownership Affidavit	Paragraph D
	Yes	Debarment Certification	On PeriscopeS2G
	Yes	Variance Document	On PeriscopeS2G
	Yes	Reference Document	Paragraph H
	Yes	Early Payment Terms	Paragraph U
	Yes (if applicable)	Form 1525, Letter of Intent – SBE Subcontractor Participation	Paragraph N, O
	Yes (if applicable)	Form 1526, SBE Subcontractor Participation Summary	Paragraph N, O
	Yes	Form 0580, Drug-Free Workplace Certification	On PeriscopeS2G
	Yes	Organizational Profile	Paragraph AA
	Yes	Company Financials	Paragraph BB
	Yes	Conflict of Interest/Non Conflict of Interest Statement	Paragraph Y
	Yes	E-Verify Form	Paragraph T
	Yes	Complaint Notification/Bid General Conditions	See General Conditions Paragraph 26
	Yes	Bidders' Certification for Byrd Anti-Lobbying	On PeriscopeS2G
	Yes	Form 2220	Paragraph S

***Reminder* The Proposer must submit all supporting documentation in the name of Proposer's entity only. Parent and/or subsidiary entities will not be acceptable.**

**Bid 23C-36C for Term Contract for General Contracting Services for Facilities Minor
Repairs and Maintenance under \$300K
Bid Summary Document**

**ALL HOURLY RATES MUST INCLUDE TRAVEL, MILEAGE AND ASSOCIATED EXPENSES AND MUST
REMAIN FIRM FOR THE INITIAL CONTRACT PERIOD**

Vendor:

Work Day:

Regular Time: Monday through Sunday, 7am to 5pm

Overtime: Monday through Sunday, after 5pm

	Labor Rate - Regular	Labor Rate - Overtime
Supervisor/Foreman	\$0.00	\$0.00
Plumber	\$0.00	\$0.00
Electrician	\$0.00	\$0.00
HVAC Technician	\$0.00	\$0.00
Painter	\$0.00	\$0.00
Carpenter	\$0.00	\$0.00
Locksmith	\$0.00	\$0.00
Sheet Metal	\$0.00	\$0.00
Irrigation Technician	\$0.00	\$0.00
Welder	\$0.00	\$0.00
Electronic Technician	\$0.00	\$0.00
Trades Helper	\$0.00	\$0.00

Materials - Cost Plus Percentage

(Cost Plus Percentage may not exceed 15%)
(A percentage of zero or net cost is acceptable)

0%

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

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Caryn Gardner-Young, Community Development Director

DATE: June 27, 2024

SUBJECT: **RESOLUTION – Approving proposals from selected firms to provide Building Department Services in accordance with the Request for Proposals issued by the Village and authorizing the Village Manager to execute Contracts with the selected firms.**

Background:

A request for Proposal (RFP) is a solicitation used to communicate the Village of North Palm Beach's (Village) requirements to any prospective contractor/consultant and to solicit proposals. The primary priority of an RFP is to describe the needs and requirements of the Village so that potential proposers can submit bid proposals that meet those needs. Usually, an RFP describes the work to be done, how it will be judged, and the terms and conditions of the proposed agreement. It also tells the proposer how to send their proposal and what forms or paperwork should be included. The purpose of the RFP process is to let the Village choose the proposers that best fit the Village's needs and budget and to ensure that contracts are not awarded simply because the proposer is known but to allow competition, thereby keeping project costs down.

The Community Development Department (Department) issued an RFP for Building Department Services on April 10, 2024. Please see attached copy of the RFP. During the open period for the RFP, several questions and clarifications were received and all were addressed through posted Addendums. The RFP is needed based upon the Department's workload, the number of inspections and plans submitted, the priorities of the Village Council, Building Code requirements, the expertise of the Staff and Staff shortages to ensure work is completed in a timely manner. Although the Village presently has building services consultants under contract, it had been several years since a competitive solicitation was posted and the needs of the Village have evolved over time.

The RFP is seeking qualifications from proposers for Building Department services including plan review, permit inspections, building official duties, and assistance with permitting processing. The idea is to provide the Village with a wide range of providers who can provide support for various Village tasks that may arise. The prospective firms were required to provide one or more of the building services but could choose to provide any of the other services either in house or through sub-consultants.

To provide the Village more comprehensive Building Department support as needs arise, the RFP clarified that multiple firms could be chosen. By doing this, the Village will be able to choose the provider which best suits the proposed task, ensures that a provider is always available (whether due to their workload or conflicts) and seek the most competitive price by requesting proposals from one or more of the selected firms.

The Department followed the Village’s purchasing policies. On April 26th, the RFP was closed and two (2) proposals were received. All were deemed to be sufficient. A Selection Committee was created which included the Community Development Director, Senior Fire Inspector, Parks and Recreation Director, and Assistant Public Works Director. Copies of the proposals and reference questionnaires were provided to the Selection Committee. Due to the low number of responses and the consistency between the proposers, the Selection Committee agreed that the Building Official would negotiate with both vendors in an attempt to obtain more favorable pricing. However, a contract would be offered to both vendors.

Summary of Proposed Rates:

	Building Official	Inspector	Plan reviewer	Permit Technician
C.A.P. Government, Inc.	\$97.50	\$82.50	\$90.00	\$45.00
GFA International, Inc. d/b/a Universal Engineering Services	\$120.00	\$100.00	\$100.00	\$65.00

Legal Review

The attached Resolution has been prepared/reviewed by the Village Attorney for legal sufficiency. The Village Attorney shall prepare the Contracts with the firms incorporating the terms of the RFP and the Proposals Submitted.

Fiscal Impacts

The proposers selected by the Village will provide general Building Department services to the Village on an as-needed basis, based upon task orders to be issued by the Village under the Contract. There is no guarantee of a minimum amount of work under any Contract. Work will be authorized through a Purchase Order, in an amount not to exceed \$50,000, based upon available funds in the Village Council’s approved budget.

Recommendation:

Village Staff recommends approval of the attached Resolution accepting the Proposals submitted by C.A.P. Government, Inc. and GFA International, Inc. d/b/a Universal Engineering Services to provide Building Department services to the Village and authorizing the Village Manager to execute Contracts with the selected firms in accordance with Village policies and procedures.

RESOLUTION 2023-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING PROPOSALS FROM SELECTED FIRMS TO PROVIDE BUILDING DEPARTMENT SERVICES TO THE VILLAGE ON AN AS NEEDED BASIS AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE CONTRACTS WITH THE SELECTED FIRMS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff issued a Request for Proposals (“RFP”) for Building Department services, including, but not limited to plan review, permit inspections, building official duties, and assistance with permit processing; and

WHEREAS, the Village received two proposals in response to the RFP, and the Selection Committee recommended executing non-exclusive Contracts with both firms; 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 NORTH PALM BEACH, FLORIDA, as follows:

Section 1. The foregoing “whereas” clauses are hereby ratified and incorporated herein.

Section 2. The Village Council hereby accepts the Proposals for Building Department services submitted by the following firms: C.A.P. Government, Inc. and GFA International, Inc. d/b/a Universal Engineering Services. The Village Council further authorizes the Village Manager to execute five (5) year non-exclusive Contracts with both firms in an amount not to exceed \$50,000 during any single fiscal year, subject to review by the Village Attorney as to form and legal sufficiency.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

Request for Proposals
Building Department Services



VILLAGE OF NORTH PALM BEACH
701 US HIGHWAY ONE SUITE 100
NORTH PALM BEACH, FL 33408

COMMUNITY DEVELOPMENT DEPARTMENT
561-841-3365

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VILLAGE OF NORTH PALM BEACH, FL

Request for Proposals

BUILDING DEPARTMENT SERVICES

LEGAL NOTICE

TO ALL INTERESTED PARTIES:

The Village of North Palm Beach, Florida (“Village”) is actively seeking proposals from qualified firms/individuals to provide Building Department Services, including building inspections, plan review, building official services, and permit technicians. The Village anticipates awarding a continuing services contract to one (1) or more firms/individuals. Firms/individuals selected by the Village will provide Building Department Services to the Village on an as-need basis, based upon task orders to be issued by the Village under the continuing contract. There is no guarantee of a minimum amount of work under any continuing contract.

Request for Proposals (RFP) packages shall be received by the Village Clerk at 501 U.S. Highway, North Palm Beach, FL 33408 on or before 3:00 p.m. local time on **April 26, 2024**. A public opening will take place on the same date and time in the Village Hall Conference Room located at Village Hall at 501 U.S. Highway One, North Palm Beach, FL 33408. Any Proposals received after 3:00 p.m. local time on said date will not be accepted under any circumstances. Any uncertainty regarding the time a Proposal is received will be resolved against the Proposer.

THE PROPOSER’S ACKNOWLEDGMENT FORM (REFER TO ATTACHMENT A -PROPOSAL RESPONSE FORMS) MUST BE EXECUTED AND SUBMITTED WITH THE PROPOSAL, AND ALL OTHER REQUIRED PROPOSAL DOCUMENTS AND FORMS SHALL BE PLACED IN A SEALED ENVELOPE. THE FACE OF THE ENVELOPE MUST CONTAIN THE PROPOSER’S RETURN ADDRESS AND THE WORDS “REQUEST FOR PROPOSALS – BUILDING DEPARTMENT SERVICES.”

An Evaluation Committee shall evaluate the proposals submitted by the firms/individuals using criteria as outlined in the RFP and recommend the best-qualified firm(s)/individual(s) to the Village Council. The Village Council will select the proposer(s) it considers, in its sole discretion, to be the best qualified to serve the Village’s interest for these services. The Village reserves the right, in its sole discretion, to withdraw this RFP, to reject any or all proposals and/or to waive irregularities on all proposals.

Publication Date(s): April 10, 2024

VILLAGE OF NORTH PALM BEACH

RFP - BUILDING DEPARTMENT SERVICES

PART I

PROPOSAL GUIDELINES

1-1 Introduction: The Village of North Palm Beach, Florida is soliciting Proposals from qualified firms/individuals to provide Building Department Services, including building inspections, plan review, building official services, and permit technicians.

1-2 Proposal Submission and Withdrawal: The Village must receive all proposals no later than by **3:00 p.m. local time on April 26, 2024.** The proposals shall be submitted at the following address:

VILLAGE OF NORTH PALM BEACH
Village Clerk
501 U.S. Highway One
North Palm Beach, Florida 33408

To facilitate processing, please clearly mark the outside of the proposal package as follows: **REQUEST FOR PROPOSALS – BUILDING DEPARTMENT SERVICES.** This package shall also include the Proposer's return address.

Proposers may withdraw their proposals by notifying the Village in writing at any time prior to the deadline for proposal submittal. After the deadline, the proposal will constitute an irrevocable offer to provide the requested services for a period of six (6) months. Once opened, proposals become a record of the Village and will not be returned to the Proposer.

The Village cautions Proposers to assure actual delivery of mailed or hand-delivered proposals directly to the Village Hall at 501 U.S. Highway One, North Palm Beach, Florida prior to the deadline set for receiving proposals. Each Proposer is responsible for making certain that its Proposal is received at the location specified by the due date and time. The Village of North Palm Beach is not responsible for delays caused by any mail, package delivery or courier service, including the U.S. mail, or caused by any other occurrence or condition. The Village's normal business hours are Monday through Friday, 8:00 a.m. through 5:00 p.m., excluding holidays observed by the Village. Any proposal received after the established deadline **will not** be considered and will be returned unopened to the Proposer(s).

The Proposers shall examine this RFP carefully. The submission of a Proposal shall be prima facie evidence that the Proposer has full knowledge of the scope, nature, and quality of the work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed. Ignorance of the requirements will not relieve the Proposer from liability and obligations under the Contract.

1-3 Number of Copies: Proposers shall submit **one (1) original, five (5) paper copies and one (1) electronic copy on a flash drive** of the proposal in a sealed, opaque package marked as noted above. The Proposer will be responsible for timely delivery, whether by personal delivery, U.S. Mail, or any other delivery medium.

1-4 Development Costs: Neither the Village nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposals or

incurred by a Proposer in responding to the RFP, including costs incurred in connection with evaluation and award proceedings. Proposers should prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

1-5 Inquiries: Interested Proposers may contact the Village's Building Official, Scott H. Wood regarding questions about the RFP by telephone at (561) 841-3366 or by e-mail at swood@village-npb.org.

The Building Official will receive written requests for clarification concerning the meaning or interpretations of the RFP, until eight (8) calendar days prior to the submittal date. No other employee of the Village is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to what is contained in the written RFP document.

1-6 Addenda: The Village may record its response to inquiries and any supplemental instructions in the form of written addenda. The Village may provide written addenda up to five (5) calendar days prior to the date fixed for receiving the proposals. The Village of North Palm Beach uses its website, the Palm Beach Post and DemandStar to administer the competitive solicitation process, including but not limited to soliciting responses, issuing addenda, posting results, and issuing notification of an intended decision. There is no charge to register and download the RFP from the Village's website. Proposers shall contact the Village to ascertain whether any addenda have been issued or review the online RFP on the DemandStar system. Failure to do so could result in an unresponsive proposal.

All Proposers are expected to carefully examine the proposal documents. Any ambiguities or inconsistencies should be brought to the attention of the Building Official through written communication prior to the opening of the proposals.

Material changes, if any, to the scope of services or the solicitation process will only be transmitted by official written addendum issued by the Village and uploaded to the Village's website as a separate addendum to the RFP. Under no circumstances shall an oral explanation given by any Village official, officer, staff, or agent be binding upon the Village and should be disregarded. All addenda are a part of the competitive solicitation documents and each Proposer will be bound by such addenda. It is the responsibility of each Proposer to read and comprehend all addenda issued.

1-7 Contract Awards: A Contract will be awarded by the Village Council. The Village anticipates entering into as many Contracts with as many Proposers who submit a proposal judged by the Village to serve the interests of the Village. In addition, the Village reserves the right to further negotiate any proposal, including price, with any Proposer. If an agreement cannot be reached with any Proposer within thirty (30) days from start of the negotiations, the Village reserves the right to reject the Proposal. The Village reserves the right to accept or reject any or all proposals, with or without cause, to waive technicalities or to accept any proposals which, in its sole judgment, best serves the interest of the Village. The Village also reserves the right to abandon the solicitation and/or to solicit and re-advertise for other proposals.

The Proposer understands that this RFP does not constitute an offer or a Contract with the Proposer. An offer or contract shall not be deemed to exist and is not binding until proposals are reviewed, accepted by appointed staff, approved by the appropriate level of authority within the Village and executed by all parties.

1-8 Acceptance of Responses/Minor Irregularities

The Village reserves the right to accept or reject any or all responses, part of responses, and to

waive minor irregularities or variances to specifications contained in responses which do not make the response conditional in nature and minor irregularities in the solicitation process. A minor irregularity shall be a variation from the solicitation that does not affect the price of the contract or does not give a Proposer an advantage or benefit not enjoyed by other Proposers, does not adversely impact the interests of other Proposers or, does not affect the fundamental fairness of the solicitation process. The Village also reserves the right to reissue a Request for Proposals.

The Village reserves the right to disqualify a Proposer during any phase of the competitive solicitation process and terminate for cause any resulting contract upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer.

1-9 Contractual Agreement: This RFP shall be included and incorporated in the final award. The order of contractual precedence will be the Contract, the terms of the RFP, and the submitted proposal. All legal action necessary to enforce the Contract will be held in Palm Beach County and the contractual obligations will be interpreted according to the laws of the State of Florida. **Any additional term or provision requested for consideration by the Proposer must be attached and enclosed as part of the proposal.**

1-10 Unauthorized Work: The successful Proposer(s) shall not begin work until a Contract has been awarded by the Village Council and a notice to proceed has been issued. Proposer(s) agree and understand that the issuance of a purchase order and/or task order shall be issued and provided to the Proposer(s) following Village Council award; however, receipt of a purchase order and/or task order shall not prevent the Proposer(s) from commencing the work once the Village Council has awarded the contract and notice to proceed is issued.

1-11 Public Records: Upon award recommendation or thirty (30) days after opening, whichever occurs first, proposals become “public records” and shall be subject to public disclosure consistent with Chapter 119 Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Document files may be examined, during normal working hours.

1-12 News Releases: The Proposer shall obtain the prior written approval of the Village Manager’s Office of all news releases or other public notices pertaining to this RFP, the service, or project to which it relates.

1-13 Insurance: The Proposer shall, at its sole expense, agree to maintain in full force and effect at all times during the life of the resulting Contract, insurance coverages, limits, including endorsements, as described herein. The requirements contained herein, as well as Village’s review or acceptance of insurance maintained by the awarded service provider, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by the Proposer under the contract.

- (a) Commercial general liability in the amount of \$1,000,000 per occurrence and \$2,000,000 aggregate covering bodily injury and property damage resulting from the activities connected with this service. The Village of North Palm Beach shall be endorsed as an Additional Insured to the Commercial General Liability. The Additional Insured endorsement shall read Village of North Palm Beach, including, all Officers, Employees, and Elected and Appointed Officials. The Proposer shall agree the Additional Insured endorsements provide coverage on a primary basis.
- (b) Professional Liability or the equivalent Errors & Omissions Liability at a limit of liability not less than \$1,000,000 Per Occurrence. When a self-insured retention (SIR) or deductible exceeds \$25,000 the Village reserves the right, but not the

obligation, to review and request a copy of the Proposer's most recent annual report or audited financial statement. For policies written on a Claims-Made basis, the Proposer warrants the Retroactive Date equals or precedes the effective date of this contract (Certificate of Insurance shall specify: Retro date- Full prior acts coverage applies). In the event the policy is canceled, non-renewed, switched to an Occurrence Form, retroactive date advanced; or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this Contract, the Proposer shall agree to purchase a SERP with a minimum reporting period not less than three (3) years. The Proposer shall agree this coverage shall be provided on a primary basis. The Certificate of Insurance must indicate whether coverage is written on an occurrence or claims-made basis and must indicate the amount of any SIR or deductible.

- (c) Workers' Compensation and Employers Liability Insurance covering all employees engaged in the work under the Agreement, in accordance with the laws of the State of Florida. The amount of Employers Liability Insurance shall not be less than \$100,000 each accident, \$100,000 each employee for disease, and \$500,000 disease aggregate.
- (d) Automobile Liability at a limit of liability not less than \$500,000 Each Occurrence for all owned, non-owned and hired automobiles. In the event the Proposer does not own any automobiles, the Business Auto Liability requirement shall be amended allowing the Proposer to agree to maintain only Hired & Non-Owned Auto Liability. This amended requirement may be satisfied by way of endorsement to the Commercial General Liability, or separate Business Auto coverage form. The Proposer shall agree this coverage shall be provided on a primary basis.

The Proposer shall agree, by submitting a Proposal, to a Waiver of Subrogation 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 the Proposer 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, in which a condition to the policy specifically prohibits such an endorsement, or voids coverage should enter into such an agreement on a pre-loss basis.

The Village reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverages, or endorsements, herein from time to time throughout the life of the resulting Contract. The Village reserves the right, but not the obligation, to review and reject any insurer providing coverage because of its poor financial condition or failure to operate legally.

During the life of the Contract, the successful Proposer shall provide at its own cost and expense and maintain all insurance listed above. Proof of insurance is required before the Contract is signed. It shall be the responsibility of the successful Proposer to ensure that all subcontractors comply with each of the insurance requirements.

A 30-day written notice of cancellation, non-renewal or modification of any stipulated insurance shall be mailed to the Clerk's Office, return receipt requested mail. Note: 10-day Notice of Non-Payment is acceptable if Certificate of Insurance indicates 30-day notice for cancellation, non-renewal, or modifications.

The successful Proposer's liability insurance coverage shall extend to and include the following contractual indemnity and hold harmless agreement:

The Proposer shall indemnify, hold harmless and defend at its sole cost the Village of North Palm Beach and any other person or entity that becomes a Named Insured, as outlined herein, their

respective officers, agents, and employees, against and assume all liability for any and all claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind arising from the services authorized in the Contract and resulting or occurring from any alleged negligence, act, omission or error of the Proposer, its agents, or employees and/or arising from the failure of the Proposer, its agents, or employees to comply with each and every requirement of the Contract or with any Village, county, state, or federal law or regulation applicable to the service provided resulting in or relating to bodily injury, loss of life or limb, or damage to property sustained by any person, firm, corporation, or other business entity.

The foregoing indemnity agreement shall apply to all claims and suits other than claims and suits arising out of the sole and exclusive negligence of the Village, its officers, agents, and employees as determined by a court of competent jurisdiction.

Insurance coverage required by this Request for Proposals shall be in force throughout the Contract term. Should the successful Proposer fail to provide acceptable evidence of current insurance within seven (7) days of receipt of written notice at any time during the term of the Contract, the Village shall immediately terminate the Contract.

1-14 Prohibition on Scrutinized Companies: As provided in Section 287.135(2)(a), Florida Statutes, by submitting a Proposal or entering into any contract with the Village, or performing any work in furtherance hereof, the Proposer certifies that it is not on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, and is not engaged in a boycott of Israel. The Proposer shall complete the attached Scrutinized Companies Certification Form which is attached as an exhibit.

1-15 Public Entity Crimes: Award will not be made to any person or affiliate identified on the Department of Management Services' "Convicted Vendor List". This list is defined as consisting of persons and affiliates who are disqualified from public contracting and purchasing process because they have been found guilty of a public entity crime. No public entity shall award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two (currently \$35,000) with any person or affiliated on the "Convicted Vendor List" for a period of thirty-six (36) months from the date that person or affiliate was placed on the "Convicted Vendor List" unless that person or affiliate has been removed from the list. By signing and submitting its Proposal, Proposer attests that it has not been placed on the "Convicted Vendor List."

1-16 Drug-Free Workplace: All proposers must sign and comply with the drug free work place form attached.

1-17 Rights and Privileges: Rights and privileges granted by the Village shall not be assigned or transferred in any manner whatsoever without written approval of the Village Council. At all times during the term of the Contract, the Proposer shall act as an independent contractor and at no time shall the Proposer be considered an agent of the Village. The Proposer shall obtain and pay for all permits, licenses, Federal, State and Local taxes chargeable to its operation.

1-18 Cone of Silence: The Proposer is advised that the "Palm Beach County Lobbyist Registration Ordinance" prohibits a Proposer or anyone representing the Proposer from communicating with any member of the Village Council, the Village Manager and Village employees. This "Cone of Silence" is in effect from the date/time of the deadline for submission of the RFP, and terminates at the time that the Village Council approves a contract or rejects all proposals. Violations of the "Cone of Silence" shall disqualify any Proposer.

1-19 Code of Ethics: The award is subject to all applicable State of Florida, Palm Beach County and Village ethical provisions and requirements. All Proposers shall disclose with their

Proposal the name of any officer, director, or agent who is also a Village employee. Further, all Proposers shall disclose the name of any Village employee who owns, directly or indirectly, an interest of 5% or more in the Proposer's firm or any of its branches.

1-20 Lobbying Prohibited: Proposers are not to contact or lobby any Village personnel related or involved with this RFP. All written inquiries are to be directed to the Building Official as instructed herein. Any violation of this condition may result in rejection and/or disqualification of the Proposer.

1-21 Equal Opportunity Requirements: It is the policy of the Village to prohibit discrimination on the basis of race, color, creed, religion, sex, national origin, age, physical disability, mental disability, history of physical or mental disability, marital status, familial status, veteran status, sexual orientation, the presence of a non-job related medical condition, or any form of unlawful discrimination.

1-22 Disclosure and Disclaimer: Any action taken by the Village in response to proposals submitted in response to this RFP or in making any award or failure or refusal to make any award pursuant to such proposals, or in any cancellation of award, or in any withdrawal or cancellation of this RFP, either before or after issuance of an award, shall be without any liability or obligation on the part of the Village or its advisors.

Following submission of a proposal, the Proposer agrees to promptly deliver such further details, information, and assurances, including, but not limited to, financial and disclosure data, relating to the proposal and/or the Proposer, including the Proposer's affiliates, officers, directors, shareholders, partners, and employees, as requested by the Village.

The information contained herein is provided solely for the convenience of proposers. It is the responsibility of a Proposer to assure itself that information contained herein is accurate and complete. Neither the Village, nor its advisors provide any assurances as to the accuracy of any information in this RFP. Any reliance on the contents of this RFP, or on any communications with Village representatives or advisors, shall be at each Proposer's own risk. Proposers should rely exclusively on their own investigations, interpretations, and analyses in connection with this matter. The RFP is being provided by the Village without any warranty or representation, expressed or implied, as to its content, accuracy, or completeness, and no proposer or other party shall have recourse to the Village if any information herein contained shall be inaccurate or incomplete. No warranty or representation is made by the Village that any proposal conforming to these requirements will be selected for consideration, negotiation, or approval.

The Village, and its representatives shall have no obligation or liability with respect to this RFP, or the selection and award process contemplated hereunder. All costs incurred by a Proposer in preparing and responding to this RFP are the sole responsibility of the Proposer. Any recipient of this RFP who responds hereto fully acknowledges all the provisions of this Discloser and Disclaimer and agrees to be bound by the terms hereof. Any proposal submitted in response to this RFP is at the sole risk and responsibility of the party submitting such proposal.

1-23 Proposal Contents: All material submitted becomes the property of the Village of North Palm Beach. The Village has the right to use any or all ideas presented in any response to this RFP. Selection or rejection of the proposal does not affect this right.

1-24 Social, Political, or Ideological Interests: Pursuant to section 287.05701, Florida Statutes, the Village may not request documentation of or consider a Proposer's social, political, or ideological interests when determining if the Proposer is responsible. Further, the Village may not give a preference to a Proposer based on the Proposer's social, political, or ideological interests.

VILLAGE OF NORTH PALM BEACH

RFP – BUILDING DEPARTMENT SERVICES

PART II

NATURE OF SERVICES REQUIRED

2-1 PURPOSE AND SCOPE OF WORK

The Village of North Palm Beach (the “Village”) is soliciting Proposals from qualified consulting Proposers or individuals (hereinafter, collectively referred to as “Proposer” or “Proposers”) to provide Building Department Services, including building inspections, plan review, building official services, and permit technicians. The Village anticipates awarding a continuing services contract to one (1) or more Proposer(s). Proposers selected by the Village will provide Building Inspection Services to the Village on an as-need basis. There is no guarantee of a minimum amount of work under any continuing contract. The continuing services contract will provide for a task order or similar document to be issued for each project/assignment.

2-2 BACKGROUND

The Village of North Palm Beach is located on the east coast of Florida, 9 miles north of West Palm Beach in Palm Beach County. The Village is a residential community with a population of about 13,000 year-round residents. When winter residents arrive, the Village population is estimated to be about 15,000. The Village was incorporated in 1956. The Village operates under the Council/Manager form of government and provides the following services: general government, public safety, public services, country club, and parks and recreation.

2-3 WORK TO BE PERFORMED

The Village is requesting qualifications from Proposers with experience in the following potential services:

A. Building Inspections:

1. Provide building, mechanical, electrical, and plumbing inspection services on an as needed basis. Inspect structures for verification of compliance with the current Florida Building Code.
2. Provide approximately 1300 hours per year of building inspections working under the direction of the Building Official or designee on an as needed basis.
3. The minimum requirement is at least one inspector licensed in the State of Florida in each of the following categories: Building, Plumbing, Mechanical, and Electrical as a Building Inspector with a minimum of four (4) years of experience. The person(s) performing the inspections shall hold State of Florida standard licenses and/or certifications in those disciplines for which he/she is performing inspections. The required certification will be specified at the time of the service request.
4. Inspectors are expected to provide daily inspections using paper that will be emailed to the Village, or electronic logs that will be uploaded to My Government Online.
5. Inspectors are expected to interact with homeowners, contractors, engineers, community development, public utilities, and public works personnel to ensure that inspection services are completed on time and in a manner that promotes community

service and support, while in compliance with Florida Building Code and Village Codes and Ordinances.

6. To complete roof inspections, inspectors are expected to get on the roof to inspect and verify compliance with current codes. If the roof slope is greater than 5/12 the inspectors can verify the roof inspection is in compliance with current codes by spot checking the roof with a ladder on the eaves
7. Inspectors are expected to have the knowledge and ability to relay information to the Building Official or Community Development Director or designee.

B. Plan Review:

1. Review plans for compliance with the minimum standards of the current Florida Building Code.
2. Provide approximately 1300 hours per year under the direction of the Building Official or designee on an as needed basis.
3. Plan reviewers are expected to review plans that are required by Florida Statutes, with electronic log of reviews completed each day and uploaded to My Government Online.
4. Reviewers are expected to communicate requirements to architects, engineers, contractors, project managers, and homeowners and interact with other departments to complete reviews in an electronic form.
5. The plan reviews must be completed in a reasonable amount of time in relation to the scope of the project and at the direction of the Building Official or designee.
6. Reviewers may be required to complete a site visit to ensure compliance with Florida Statutes and Building Code requirements.
7. Reviewers should be capable of relaying information to the Building Official.
8. The minimum requirement is at least one reviewer holding a standard license in the State of Florida in each of the following categories: Building, Plumbing, Mechanical, Electrical as a Plan reviewer and a minimum of 4 (four) years of experience. The person(s) performing the plan reviews shall hold State of Florida licenses and/or certifications in those disciplines for which he/she is performing plan review. The required certification will be specified at the time of the service request.

C. Building Official:

1. Provide a State of Florida standard licensed Building Official, with a minimum of ten (10) years' experience in the construction industry, who is responsible for ensuring compliance with State plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility and building codes; federal, state, and local ordinances; and statutes regarding health, safety, and welfare; and Federal Emergency Management Contractor requirements.
2. The Building Official provides direct regulatory responsibilities for plan review, building inspections and enforcement, and shall work under the direction of the Village's Director of Community Services.
3. Other specific duties include but are not limited to:
 - Responsible for assisting in the permitting process established by the Village with regulatory administration of plan review, enforcement, inspection of building construction, and alteration projects that require compliance with state and local codes;
 - Coordinating with the Department's Permit Technician, inspections and serving as technical advisor for the building division, as well as coordinating data entry into the Village's permitting software for building division items; generating building reports; issuing all types of construction permits as appropriate, preparing certified letters, documents, in-house memos and form updates associated with building division activities/actions.
 - Liaison to the construction industry, the State, contractors, and the general public, and providing direct customer service in person or by telephone/e-mail;

- Provides administrative guidance to technical and clerical staff engaged in construction, permitting, inspection, and recording of data;
- Reviews State Statutes affecting construction and determines the impact on the Village and Department; and
- Reviews, researches, and makes recommendations for approval of adoption of departmental policies regarding issuing of permits, licensing of contractors and inspection procedures, and serves as an expert witness as the Village's Building Official, when needed by the Village
- Operate as the Flood Plain Manager
- Responsible for assisting in the NPDES permitting process.

Supplementary Conditions

1. Invoices are to be submitted monthly on the same week of every month.
2. A weekly work log and time sheet shall be submitted to the Director of Community Development or designee.
3. Inspectors will possess required equipment, safety gear, and vehicles to complete the tasks. Inspectors will also have laptops or tablets for access to My Government Online.
4. The Village reserves the right to request the replacement of any inspector or plan reviewer if it is in the Village's best interest.
5. The Village is currently in the process of implementing My Government Online. Awarded supplier will be expected to utilize My Government Online to streamline workflows.
6. The Village will provide My Government Online training to the selected firm(s).
7. The Village is requesting proposers to provide professional Building Inspection Services as required under the Florida Building Code. Inspections shall be performed within one (1) business day of noticed scheduling by the Village's Permit Technician. Inspections shall be provided during morning and afternoon time periods. Work hours are Monday through Friday during regular business hours of 7:00 a.m. to 4:00 p.m.
8. No bonds will be associated with the RFP or work resulting from the RFP.
9. Plan Review services may be provided remotely only using the MGO software currently in use by the Village.
10. All proposers must be able to supply one or more of all services in this RFP
11. Perform other building division services duties as assigned or directed by Building Official.

These tasks are not to be construed as a complete statement of all duties to be performed. Proposers may be required to perform other job-related duties, as required. The Village shall have the right, in its sole and absolute discretion, to require additional services that are consistent with the scope of services and those activities typically performed by a Building Official, Building Inspector, Plans Reviewer, and Permit Technician and for which the Proposer(s) are experienced, qualified, and able to perform. All services shall be performed and completed in compliance with Florida law, the Florida Building Code, the Village's Charter and Code of Ordinances, and all other applicable codes, laws, rules, and regulations governing these services.

2-4 CONTRACTS, BILLING AND PAYMENT

1. The selected Proposer(s) will be expected to enter into a formal agreement at the time of contract award. The selected Proposer(s) will also be expected to submit a scope of services for the purpose of executing a formal contract. A Scope of services and pricing shall be included in the award contract.
2. The Village of North Palm Beach expects to sign a firm fixed price contract with the successful proposer for a five (5) year period with the expectation that an additional contract will be awarded for 2 additional one-year periods subject to the mutual consent of the Village Manager and the Proposer and approval of the

Village Council.

3. The total amount of compensation will be negotiated with the selected Proposer. No minimum amount of work or compensation will be assured to the retained Proposer(s).

Village of North Palm Beach
BUILDING DEPARTMENT SERVICES

PART III

PROPOSAL REQUIREMENTS

3-1 RULES FOR PROPOSALS

Proposer shall submit one (1) original, five (5) paper copies and one (1) electronic copy on a flash drive in a clear, concise format, on 8 ½ " x 11" paper, in English. The proposal shall contain tabbed sets of the information required herein to be considered for award. Omission of required data may be cause for disqualification. Any other information thought to be relevant, but not applicable to the enumerated sections, should be provided as an appendix to the proposal. If publications are supplied by a Proposer to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference will be considered to have no reference materials included in the additional documents.

Proposals must be properly signed in ink by the owner/principal having the authority to bind the firm to this agreement.

The proposal must name all persons or entities interested in the proposal as principals. The proposal must declare that it is made without collusion with any other person or entity submitting a proposal pursuant to this RFP.

The Village deems certain documentation and information important in the determination of responsiveness and for the purpose of evaluating responses. Responses should seek to avoid information in excess of that requested, must be concise, and must specifically address the issues of this RFP. Please use a 12-point font and at least 1.15-line spacing to facilitate reading of the proposal. This does not apply to resumes. The Village prefers that responses be no more than thirty (30) pages double-sided, be bound in a soft cover binder, and utilize recyclable and recycled-content materials as much as practical. Elaborate binders are neither necessary nor desired. Please place the labeled thumb drive in a paper sleeve. The proposals shall be organized and divided into the sections indicated herein and in the order that this information is requested in this RFP. These are not inclusive of all the information that may be necessary to properly evaluate the response and meet the requirements of the scope of work and/or specifications. Additional documents and information should be provided as deemed appropriate by the Proposer in response to specific requirements stated herein or through the RFP.

3-2 SUBMISSION OF PROPOSALS

An **original copy** (so marked) and **five (5) copies and the flash drive copy** to include the following shall be submitted for a proposing firm to be considered:

1. Title Page. Title page shall provide the RFP subject; the firm's name; the name, address, and telephone number of contact person; and the name, address, principal place of business and telephone number of the legal entity with whom the contract is to be entered.
2. Table of Contents. The table of contents of the proposal should include a clear and complete identification of the materials submitted by section and page number. The table of contents should outline in sequential order the major areas of the submittal, including enclosures. All pages should be consecutively numbered and correspond to the Table of Contents.

3. Transmittal Letter. This letter will summarize in a brief and concise manner the Proposer understanding of the work to be performed, a statement why the firm/individual believes itself to be best qualified to provide the Building Inspection Services, and a statement that the proposal remains in effect for sixty (60) days. An authorized agent of the Proposer must sign the Letter of Transmittal indicating the agent's title or authority.
4. Detailed Technical Proposal. The detailed proposal should follow the order set forth as stated below

3-3 TECHNICAL PROPOSAL

General Requirements - The purpose of the technical proposal is to demonstrate the qualifications, competence, capacity, and methodology of the firms/individuals seeking to provide the services in conformity with the requirements of this Request for Proposal. Therefore, the substance of proposals will carry more weight than their form or manner of presentation. The technical proposal should demonstrate the combined qualifications of the firm/individual and of the particular staff members to be assigned to this engagement.

The technical proposal should address each of the points outlined in the RFP. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP. While additional data may be presented, the following subjects must be included.

Section 1: INTRODUCTION LETTER (not to exceed three pages)

An introductory letter, introducing the Proposer including the corporate name (if applicable), address and telephone number of principal office, number of years in business and staff size. Include a reproduction of Corporate Charter Registration, if applicable. Indicate the primary person responsible for this project. Introduction shall be signed by an individual authorized to bind the firm.

Section 2: APPROACH TO THE SCOPE OF SERVICES (unlimited pages)

The proposal shall include a description of the proposed general services engagement, with any exhibits or documentation deemed essential, addressing the following:

- 1) Overall approach and methods to accomplish the Building Department Services;
- 2) Working knowledge of the Village of North Palm Beach;
- 3) Describe the current workload of each person who will be involved in the Proposal;
- 4) Summarize other Proposer resources available to meet the Village's needs;
- 5) Provide information regarding any proposed innovative concepts that may enhance value and quality of the proposed work; and
- 6) Any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented by the Village.

Section 3: WORK EXPERIENCE

The proposal shall include past performance, including the total number of similar entities to which the Proposer has provided Building Department Services. The Proposer shall list a minimum of three (3) projects it has worked on in the past five (5) years, of similar scope and complexity. Emphasis should be on building services provided for municipal clients within the State of Florida. The descriptions shall include the client's reference and contact information; key project staff; summary of the work performed; the contract amount; the schedule; and the project's achievements, milestones and hardships. The Proposer may submit both as a prime and/or serve as a sub-Proposer under another Proposal.

Provide a minimum of five (5) references for which the Proposer provided a similar Building Official, Building Inspector, Plans Reviewer, and Permit Technician services within the past five years of the scope and nature required by this RFP similar in size to the Village of North Palm Beach. These references must include, as a minimum: name of company; contact person; address; e-mail address; and telephone number. References shall include the general description of the project, the dates, and whether time lines were met.

Letters of Commendations or Recommendation may be included in this section.

Section 4: KEY STAFF EXPERIENCE AND QUALIFICATIONS

Proposers shall submit the following information (for Proposer and any sub-Proposers) as described in the sections below:

- 1) Staffing levels at office locations;
- 2) Total staff available for this Proposal and the anticipated percent of Building Official, Building Inspector, Plans Reviewer, Building Codes and Permit Technician work to be performed by various levels of staff including organizational chart.
- 3) Experience and qualifications of all key Proposer and Sub-Proposer players (Provide resumes and licenses of all persons who will be involved in the engagement of the Building Inspection Services.); and
- 4) List of tasks to be subcontracted out;

Section 5: LITIGATION AND TERMINATIONS

Proposer(s) shall provide a summary of any litigation filed against their firm or key personnel in the past five (5) years. The summary shall state the nature of the litigation, a brief description of the case, the outcome or projected outcome, and the monetary amount involved. If none, state as such. Include whether the Proposer or any of its principals has ever been declared bankrupt or reorganized under Chapter 11 or put into receivership. List any criminal violations and/or convictions of the Proposer and/or any of its principals. Proposers shall also state if the Proposer and/or firm has had contracts for the services sought under this RFP which were terminated for default, non-performance, or delay in the past five (5) years. Proposer shall describe all such terminations, including the name and address of the other contracting party for each such occurrence. If none, state as such.

Section 6: COST DETAIL

Propose a fee schedule for use of the service and schedule of fees for completion of all the Building Department Services required.

VILLAGE OF NORTH PALM BEACH

BUILDING DEPARTMENT SERVICES

PART IV

EVALUATION OF PROPOSALS

4-1 EVALUATION AND AWARD

The Village will select proposals deemed most qualified and in the best interest of the Village based on the submittal criteria. The Evaluation Committee will rank those Proposers whose proposals are deemed most qualified.

The Village reserves the right to select any proposal which in the opinion and sole discretion of the Village will be in the best interest of and/or most advantageous to the Village. The Village reserves the right to waive any irregularities and technicalities and may at its discretion request re-submittal of proposals.

4-2 SELECTION COMMITTEE – An Evaluation Committee selected by the Village will convene, review, and discuss all proposals submitted.

4-3 REVIEW OF PROPOSALS - The Evaluation Committee will use a point/percentage formula during the review process to score proposals.

4-4 EVALUATION CRITERIA - The criteria and weights as shown below shall be utilized in the evaluation of the proposals. The Evaluation Committee will evaluate all responsive written proposals to determine which proposals best meet the needs of the Village, based on the evaluation criteria. It is expected that a contract will be executed between both parties for the services as may be necessary. The evaluation criteria will be based on Qualifications and Experience of the Firm and Staff, Technical Approach to the Project/Scope of Work, and Fees.

4-5 SELECTION - Proposer selection and the award of the contract shall be performed in accordance with all State of Florida requirements and procedures and all Village policies and procedures.

4-6 FINAL SELECTION - The Evaluation Committee will submit as many proposals to the Village Council for final approval as appropriate. The Village shall be the sole judge of its own best interests, the proposals, and the resulting negotiated agreement. The Village's decisions will be final. Upon Village Council authorization, contract negotiations will be initiated with the as many appropriate firms/individuals selected by the Village Council.

VILLAGE OF NORTH PALM BEACH
RFP – BUILDING DEPARTMENT SERVICES
EVALUATION CRITERIA

Criteria	Points
<p>Qualifications and Experience / Ability of Professional Personnel / Financial</p> <ul style="list-style-type: none"> • Availability of qualified personnel • The quality of the firm’s professional personnel to be assigned to the engagement and the quality of the firm’s support personnel and continuity of staff. • Ability to perform additional services and provide technical support throughout the period of engagement • Ability to meet set standards • Previous contracting experience with the Village and other governmental agencies • Evidence of a capable and well-organized engagement team and management plan • Evidence of insurance and/or bonding capacity • Demonstrated experience performing municipal Building Inspection Services 	25
<p>Quality of Services</p> <ul style="list-style-type: none"> • Conveyance of a willingness to work with Village staff to maximize resources • The ability to satisfactorily convey, via the completeness and responsiveness of their Proposal, a depth of understanding of the Scope of Work and the firm’s capacity to accomplish it successfully • High quality level of services to be provided to Village • Responsiveness to the Village’s needs 	25
<p>Technical Approach to the Project/Scope of Work</p> <ul style="list-style-type: none"> • Approach to the Project and Methodology • Understanding of Village needs • Technical Soundness of the proposal • Applicability of the services offered • Meeting the Village's operational requirements 	20
<p>Fee</p> <ul style="list-style-type: none"> • Pricing Structure • Fee Schedule work sheet • Any other Costs 	20
<p>Other</p> <ul style="list-style-type: none"> • Overall completeness, clarity, and quality of proposal • Location of firm • Volume of Work in process 	10

**EXHIBIT A
PROPOSER CHECKLIST**

Note:

- 1) This Exhibit must be included in RFP immediately after the Letter of Transmittal.
- 2) RFP Package must be put together in the order set forth in this checklist.
- 3) Any supplemental materials must appear after those listed below and be tabbed "Additional RFP Information"

- _____ Title Page
- _____ Table of Contents
- _____ Letter of Transmittal
- _____ Copy of this Checklist (Exhibit A)
- _____ Introduction Letter
- _____ Approach to Scope of Services
- _____ Work Experience
- _____ Key Staff Experience and Qualifications
- _____ Litigation and/or Terminations
- _____ Cost Details

FORMS

- _____ Proof of Licenses
- _____ Information Statement (Exhibit B)
- _____ Noncollusive Affidavit (Exhibit C)
- _____ Drug Free Workplace form (Exhibit D)
- _____ Scrutinized Companies Certification (Exhibit E)
- _____ Public Entity Crimes Form (Exhibit F)
- _____ Reference Form (Exhibit G)
- _____ Fee Schedule (Exhibit H)

VILLAGE OF NORTH PALM BEACH
RFP – BUILDING DEPARTMENT SERVICES
REQUIRED FORMS

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

Exhibit B INFORMATION STATEMENT

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration)

Address:

Village: _____ State: _____ Zip: _____

Telephone No. _____ FAX No. _____

Email: _____

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
_____	_____	_____	_____
_____	_____	_____	_____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. If this section does not apply to your bid, simply mark N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the Village and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that the Village shall have no liability for respondent's indirect, incidental, consequential, special, or exemplary damages, expenses, or

lost profits arising out of this competitive solicitation process, including, but not limited to, public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings.

Submitted by:

Signature

Name (printed)

Title

Date

EXHIBIT C

NONCOLLUSIVE AFFIDAVIT FORM

STATE OF _____

COUNTY OF _____

_____, being first duly sworn deposes and says that:

1. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting the Proposal.
2. The Proposal is genuine and is not a collusive or sham Proposal.
3. Neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price in any other Proposer; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage in the proposed Contract.
4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Date: ____/____/____

By _____

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared _____, an authorized representative of _____, well known to me and known to me to be the person(s) described in and who executed the foregoing instrument and have acknowledged before me that they executed the same. WITNESS my hand and official seal in the County and State last aforesaid this ____ day of _____, 2023.

Notary Public - State of Florida at Large
(Printed, typed or stamped commissioned name of notary public)

EXHIBIT D

DRUG-FREE WORK PLACE CERTIFICATION

The undersigned Contractor, in accordance with Section 287.087, Florida Statutes, hereby certifies that

_____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

Proposer's Signature

Date

EXHIBIT E

**SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES**

This sworn statement is submitted to the Village of North Palm Beach, Florida

by _____
(print individual's name and title)

for _____
(print name of entity submitting sworn statement)

whose business address is _____

and (if applicable) its Federal Employer Identification Number (FEIN) is: _____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:
 - A. Does not participate in the boycott of Israel; and
 - B. Is not on the Scrutinized Companies that Boycott Israel List.

Section 287.135, Florida Statutes, prohibits the Village from contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.

(Signature)

The foregoing document was sworn and subscribed before me this _____ day of _____, 2023 by _____, who is personally known to me or produced _____ as identification.

Notary Public
My Commission Expires:

EXHIBIT F
PUBLIC ENTITY CRIMES FORM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to Village of North Palm Beach
(Print name of the public entity)

By
(Print individual's name and title)

for
(Print name of entity submitting sworn statement)

Whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, no jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - 4-1. A predecessor or successor of a person convicted of a public entity crime:
or
 - 4-2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in the State of Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposal applies to Proposals on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.

6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (indicate which statement applies)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officer’s directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one of more of its officer’s directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

State of _____
 County of _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2023 by _____ of _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

 NOTARY PUBLIC

 (Name of Notary Public: Print, Stamp, or type as Commissioned)

EXHIBIT G REFERENCES

PROPOSER REFERENCES	
<p>Please submit a minimum of five references in detail; give client references who have been clients (of the Proposer) for at least one year (preferably municipal governments or other governmental agencies of similar size in Florida where your company has provided same and similar services Building Official, Building Inspector, Plans Reviewer, Building Codes and Permitting Services). The Village may contact some of the Proposer’s current and former clients, both supplied by the Proposer and independently derived, to request that they validate the qualifications of the Proposer and the accuracy of the claims made by the Proposer in its Proposal, and that they assess the Proposal’s ability to perform the types, level and quality of services that the Village desires. All references contacted will be asked to rate those aspects of the Proposal’s performance on a scale from 0 – 5: zero (0) being poor and (5) being excellent.</p> <p style="margin-left: 40px;">Excellent: Frequently exceeds client reference’s specifications/requirements</p> <p style="margin-left: 40px;">Good: Meets client reference’s specification/requirements.</p> <p style="margin-left: 40px;">Poor: Frequently does not meet client reference’s specifications / requirements</p>	
1. CUSTOMER NAME:	
CUSTOMER LOCATION:	
POPULATION, if Government:	
CUSTOMER CONTACT PERSON :	
CUSTOMER PHONE NUMBER:	
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	
PROJECT DESCRIPTION:	
2. CUSTOMER NAME:	
CUSTOMER LOCATION:	
POPULATION, if Government:	
CUSTOMER CONTACT PERSON :	
CUSTOMER PHONE NUMBER:	
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	
PROJECT DESCRIPTION:	
3. CUSTOMER NAME:	
CUSTOMER LOCATION:	
POPULATION, if Government:	

CUSTOMER CONTACT PERSON :	
CUSTOMER PHONE NUMBER:	
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	
PROJECT DESCRIPTION:	
4. CUSTOMER NAME:	
CUSTOMER LOCATION:	
POPULATION, if Government:	
CUSTOMER CONTACT PERSON :	
CUSTOMER PHONE NUMBER:	
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	
PROJECT DESCRIPTION:	
5. CUSTOMER NAME:	
CUSTOMER LOCATION:	
POPULATION, if Government:	
CUSTOMER CONTACT PERSON :	
CUSTOMER PHONE NUMBER:	
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	
PROJECT DESCRIPTION:	

**EXHIBIT H
SCHEDULE OF FEES**

POSITION	HOURLY RATE
Building Official	
Inspector	
Plans Reviewer	
Permit Technician	

PROPOSER SUPPLEMENTAL INFORMATION

Please add any additional supplemental information in this section.

ADDENDUM #1 TO THE BID DOCUMENTS

Date of Addendum: April 19, 2024

BID DOCUMENT BUILDING DEPARTMENT SERVICES**NOTICE TO ALL POTENTIAL RESPONDENTS**

A. This Addendum shall be considered part of the bid documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence.

B. Proposers are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

QUESTIONS AND ANSWERS

The following questions and answers are provided as a matter of information to clarify issues raised about the RFP. To the extent that changes to the RFP are required based on the questions received, the RFP has been modified as noted above in the RFP section of this Addendum.

Item	Questions and Answers
1.0	<p><u>Question:</u> Evaluation criteria mentions evidence of insurance in Qualifications and Experience, yet it does not appear in the requirements for the proposal response. Please clarify if respondents are to submit an insurance certificate with responses, and (if so) in which section to include.</p> <p><u>Answer:</u> The Certificate of Insurance can be provided at the time of contract award.</p>
2.0	<p><u>Question:</u> Our firm understands that required forms are to be included with responses; however, they are not mentioned specifically in Sections 1-6 (proposal requirements). Please clarify the appropriate section to include them.</p> <p><u>Answer:</u> The required forms are listed on Page 19 and can be attached as the appropriate exhibit.</p>
3.0	<p><u>Question:</u> Exhibit G - References is included in the required forms. Please clarify if it should be included in Section 3 - Work Experience, or submitted with other exhibits elsewhere in the response.</p> <p><u>Answer:</u> The required form is listed on Page 19 and can be attached as exhibit G.</p>
4.0	<p><u>Question:</u> Pages 24-25 of the RFP contain text that belongs to other forms. Will the Village revise those forms, and provide copies for respondents' use?</p> <p><u>Answer:</u> Due to a typographical error the exhibit number appears on the sheet prior in the RFP, however the forms can be used and submitted in the proper order as shown on Page 19</p>

END OF ADDENDUM

ADDENDUM #1 TO THE BID DOCUMENTS

Date of Addendum: May 1, 2024

BID DOCUMENT BUILDING DEPARTMENT SERVICES**NOTICE TO ALL POTENTIAL RESPONDENTS**

A. This Addendum shall be considered part of the bid documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence.

B. Proposers are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

DATE OF BID TABULATIONS

The evaluation committee will meet on Thursday May 16, 2024 at 9:00 AM at Village Hall, located at 501 US Highway 1 North Palm Beach for the purpose of reviewing and scoring the proposed bids, and making recommendations on the award of contracts.

END OF ADDENDUM

**APRIL 26, 2024 @ 3:00PM
REQUEST FOR PROPOSALS**



Village of North Palm Beach

BUILDING DEPARTMENT SERVICES

Submitted by:

**C.A.P. Government, Inc.
1910 N. Florida Mango Rd.
West Palm Beach, FL 33409
561.486.0493
305.448.1711**





TITLE PAGE



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Title Page

Submitted To:

Village of North Palm Beach



Request For Proposals
Building Department Services

April 26, 2024
3:00 P.M.



cap government
A Bureau Veritas Company

C.A.P. Government, Inc.
1910 N. Florida Mango Rd.
West Palm Beach, FL 33409
(305) 448.1711
Carlos A. Penin, PE



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○ Noncollusive Affidavit (Exhibit C)	
○ Drug Free Workplace Place Certification	
○ Scrutinized Vendor Certification	
○ Public Entity Crimes Form (Exhibit F)	
Reference Form (Exhibit G)	Page 59-60



TRANSMITTAL LETTER



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April 26, 2024

Village of North Palm Beach
Village Clerk
501 U.S. Highway One
North Palm Beach, FL 33408

RE: Village of North Palm Beach – RFP – Building Department Services

Dear Village Clerk:

C.A.P. Government, Inc. (CAP) hereby submits our proposal to the Village of North Palm Beach (Village) for the above referenced services. **CAP thoroughly understands the scope of services and has submitted one (1) original, five (5) paper copies and one (1) electronic copy on a flash drive of our response to this RFP.** Our company has the ability, expertise, and commitment to continue meeting the requirements of this RFP.

CAP has been outsourcing services to governmental agencies in South Florida for thirty-five (35) years. Our corporate philosophy for delivering these services is to create a positive customer experience without sacrificing accuracy, efficiency, and transparency. We believe that this complements the experience that the Village desires for its Building Department customers. **More importantly, CAP is proud to have been providing Building Department services effectively and efficiently to the residents and stakeholders of the Village of North Palm Beach since 2021.**

Our delivery of these services complements the Village's philosophy of creating a positive customer experience without sacrificing accuracy and efficiency. As you review our qualifications, we call to your attention the following points:

- **Qualifications:** CAP was founded Thirty-Five (35) years ago in 1989 and is the pioneer of outsourcing Building Department services to municipalities throughout South Florida. We currently serve over seventy-five (75+) municipalities and seven (7) educational institutions.
- **Staff Availability:** CAP has over two hundred and eighty-five (285+) employees. Our Technical staff is "fully certified, qualified, trained and experienced" and available to continue to provide plans review and inspection services to the Village of Palm Springs.
- **Location:** CAP has various offices throughout Florida. If selected, our staff will be dispatched to the Village from CAP's West Palm Beach Corporate office, or from one of our Palm Beach municipalities where we provide services. Since 2013 CAP has been investing, developing, and implementing an Electronic Plans Review (EPR) platform that allows our Plans Examiners to work electronically in an efficient, transparent, and real time manner.



We commit to deliver efficient, cost-effective, and quality solutions to the Village of North Palm Beach by maintaining the necessary resources to provide the services required in the Request for Proposals. Our experience and qualifications meet or exceed the requirements listed in the RFP. **This proposal will remain in effect for sixty (60) days.**

In closing, let me offer some facts that we believe set us apart for our competition. No other company in Florida can measure up to the number of years, number of clients and number of employees that we can provide. Why us, by the numbers?

WHY CAP, BY THE NUMBERS?

35	Years in Business (Est. in 1989).
32	Years Outsourcing Building Services Exclusively to the Government
11	Municipal Clients - Full Service
67	Municipal Clients - Supplemental Services
7	Educational Clients
85	Total Building Department Outsourcing Clients
3	Year with the Village of North Palm Beach
19	Years with the City of Weston
29	Years with the City of Aventura
8	Years with a Headquarter located in West Palm Beach
11	Years providing Electronic Plan Review (EPR)
285+	Employees dedicated to outsourcing Building Services

We look forward to continuing to provide the Village with qualified and experienced Building Official, Plans Reviewers and Inspectors in order to meet the needs of the Village of North Palm Beach’s Building Department. If you or the Selection Committee have any questions or need any additional information, please contact me at 305.458.6000.

Very truly yours,
C.A.P. Government, Inc.


Carlos A. Penin, PE
President

**EXHIBIT A
PROPOSER CHECKLIST**

Note:

- 1) This Exhibit must be included in RFP immediately after the Letter of Transmittal.
- 2) RFP Package must be put together in the order set forth in this checklist.
- 3) Any supplemental materials must appear after those listed below and be tabbed "Additional RFP Information"

<u> X </u>	Title Page
<u> X </u>	Table of Contents
<u> X </u>	Letter of Transmittal
<u> X </u>	Copy of this Checklist (Exhibit A)
<u> X </u>	Introduction Letter
<u> X </u>	Approach to Scope of Services
<u> X </u>	Work Experience
<u> X </u>	Key Staff Experience and Qualifications
<u> X </u>	Litigation and/or Terminations
<u> X </u>	Cost Details

FORMS

<u> X </u>	Proof of Licenses
<u> X </u>	Information Statement (Exhibit B)
<u> X </u>	Noncollusive Affidavit (Exhibit C)
<u> X </u>	Drug Free Workplace form (Exhibit D)
<u> X </u>	Scrutinized Companies Certification (Exhibit E)
<u> X </u>	Public Entity Crimes Form (Exhibit F)
<u> X </u>	Reference Form (Exhibit G)
<u> X </u>	Fee Schedule (Exhibit H)



SECTION 1
INTRODUCTION LETTER



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Section 1 - INTRODUCTION LETTER



C.A.P. Government, Inc. (CAP) was founded on April 10, 1989, by Mr. Carlos A. Penin, PE. In 1992 CAP entered into an agreement with the newly incorporated Village of Key Biscayne to offer the outsourcing of Building Department professional services. We have been doing so continuously since then. Today CAP is recognized as the leading firm in providing Building Department services to seventy-five (75+) municipalities and to seven (7) educational clients across Florida. Our customer centered approach to these services has helped us build a team of over two hundred and eighty-five (285+) Professional Engineers, Architects, Building Code Administrators, Plans Examiners, Inspectors and Permit Technicians. Our legacy of hard work and dedication has established us as a leader in our industry. For over thirty-five (35) years CAP has maintained an exemplary track record of professional management of all phases of the building and permitting process. CAP's expertise involves developing tailored solutions to plans review, inspections, and code compliance services exclusively to government entities.

CAP is a State of Florida Corporation with three (3) offices in Florida including.

Corporate Office:

343 Almeria Avenue,
Coral Gables, FL 33134
(305) 448.1711

Broward County:

100 S.E. 12 Street, Fort
Lauderdale, FL 33316
(305) 888.9882

Palm Beach County:

1910 N. Florida Mango Rd.
WPB, FL 33409
(561) 508.0615

CAP is very familiar with the Village's needs, goals, and objectives as it relates to Building Department Services. We understand the importance of enforcing the Florida Building Codes to ensure the safety, health, and welfare of the residence of the Village of North Palm Beach. We will provide the Village with courteous, professional, experienced and qualified personnel to perform and complete the project.

Section 1 - INTRODUCTION LETTER



We commit to deliver efficient, cost-effective, and quality solutions to the Village of North Palm Beach by maintaining the necessary resources to provide the services required in the Request for Proposal.

**State of Florida
Department of State**

I certify from the records of this office that C.A.P. GOVERNMENT, INC. is a corporation organized under the laws of the State of Florida, filed on April 10, 1989.

The document number of this corporation is K80212.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on January 9, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eleventh day of January, 2024



[Signature]
Secretary of State

Tracking Number: 1582466419CU
To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.
<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

THE OFFICIAL SITE OF THE FLORIDA DEPARTMENT OF BUSINESS & PROFESSIONAL REGULATION



[HOME](#) [CONTACT US](#) [MY ACCOUNT](#)

2:03:01 PM 10/3/2022

ONLINE SERVICES

- [Apply for a License](#)
- [Verify a Licensee](#)
- [View Food & Lodging Inspections](#)
- [File a Complaint](#)
- [Continuing Education Course Search](#)
- [View Application Status](#)
- [Find Exam Information](#)
- [Unlicensed Activity Search](#)
- [AB&T Delinquent Invoice & Activity List Search](#)

LICENSEE DETAILS

Licensee Information

Name:	C.A.P. GOVERNMENT, INC. (Primary Name)
Main Address:	343 ALMERIA AVENUE CORAL GABLES Florida 33134
County:	DADE

License Information

License Type:	Registry
Rank:	Registry
License Number:	5344
Status:	Current
Licensure Date:	07/06/1989
Expires:	

CITY OF WEST PALM BEACH
2023 to 2024 BUSINESS RECEIPT

NOT TRANSFERABLE
CITY OF WEST PALM BEACH
P.O. BOX 3147, WEST PALM BEACH, FL. 33402

Development Services
0000041596
C A P GOVERNMENT INC
1910 N FLORIDA MANGO RD

CONSTRUCTION PLAN REVIEW
CONTRACTED REVIEWERS
OFFICE
PLAN REVIEW

BUS. TAX ID.	CATEGORY	DESCRIPTION	FEE
79613	238998	CONSTRUCTION RELATED SERVICES	86.81
TOTAL			86.81
** PAID			86.81
** BAL **			0.00

**EXPIRES
SEPTEMBER 30,
2024**

**THIS DOCUMENT NOT VALID
UNTIL FUNDS ARE COLLECTED**



SECTION 2
**APPROACH TO THE
SCOPE OF SERVICES**



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Section 2: Approach to the Scope of Services

C.A.P. Government, Inc. (CAP) is pleased to submit for your consideration our approach to Request for Proposals for Building Department Services. We have a clear understanding of the scope and are confident that we can continue to meet or exceed the level of services required by the Village of North Palm Beach (Village) Building Department.

C.A.P. Government, Inc. has been proving Building Department Services to the Village of North Palm Beach since 2021.

CAP's familiarity with the Village's policies, procedures and in utilizing of my Government Online system allows us to seamlessly continue to serve the Village.

1) Overall approach and methods to accomplish the Building Department Services.

CAP proposes to provide Professional Building Inspectors, Plans Examiners, Building Official and Permit Technicians on an as-needed basis. Our Plans Examiners and Inspectors are State of Florida licensed in the following disciplines **Building, Mechanical, Electrical, and Plumbing and have a minimum of four (4) years of experience.**

The CAP professional team is qualified to perform Plans Review and Inspection services per Chapter 553 and 468, Part XII of the Florida Statutes, the Florida Building Code (FBC) and all relevant laws and codes. Our staff is certified by the State of Florida Building Code Administrators and Inspectors Board, and the State of Florida Board of Professional Engineers. As a safeguard, all CAP employees undergo a criminal background check and comply with CAP's Drug-Free Workplace Policy and undergo Sexual Harassment and Discrimination Training.

Section 2: Approach to the Scope of Services

OVERVIEW OF RESPONSIBILITIES

BUILDING INSPECTIONS:

CAP will provide Inspections of structures for verification of compliance with the current Florida Building Code.

- CAP will provide approximately 1300 hours per year of building inspections working under the direction of the Building Official or designee on an as needed basis.
- Inspectors will provide daily inspections using paper that will be emailed to the Village, or electronic logs that will be uploaded to My Government Online.
- Inspectors will interact with homeowners, contractors, engineers, community development, public utilities, and public works personnel to ensure that inspection services are completed on time and in a manner that promotes community service and support, while in compliance with Florida Building Code and Village Codes and Ordinances.
- Roofing inspectors will get on the roof to inspect and verify compliance with current codes. If the roof slope is greater than 5/12 the inspectors can verify the roof inspection is in compliance with current codes by spot checking the roof with a ladder on the eaves.

PLAN REVIEW:

- Plan reviewers will review plans that are required by Florida Statutes, with electronic log of reviews completed each day and uploaded to My Government Online.
- Reviewers will communicate requirements to architects, engineers, contractors, project managers, and homeowners and interact with other departments to complete reviews in an electronic form.

Section 2: Approach to the Scope of Services

- Plan reviews will be completed in a reasonable amount of time in relation to the scope of the project and at the direction of the Building Official or designee.
- Reviewers will complete a site visit to ensure compliance with Florida Statutes and Building Code requirements.
- CAP's reviewers are capable of relaying information to the Building Official.

BUILDING OFFICIAL:

CAP is proposing Ms. Deborah Nutter, BU, PX, BN to serve as the Village's Building Official on an as-needed basis. Ms. Nutter has over forty (40) years of experience as a Building Official, Building and Electrical Plans Examiner and Inspector. Ms. Nutter is knowledgeable of State, local codes and laws governing building construction. She is currently servicing **Palm Beach County Planning, Zoning & Building Department**.

Responsibilities include ensuring compliance with State plumbing, mechanical, electrical, gas, fire prevention, energy, accessibility and building codes; federal, state, and local ordinances; and statutes regarding health, safety, and welfare; and Federal Emergency Management Contractor requirements. The Building Official will provide direct regulatory responsibilities for plan review, building inspections and enforcement, and shall work under the direction of the Village's Director of Community Services. ***Other specific duties are described in the RFP under 2-3 Work to Be Performed.***

2) Working knowledge of the Village of North Palm Beach.

CAP's has been providing Building Department services to the Village for the last three (3) years and we have full knowledge of the requirements stated in this RFP – Section 2.3 - Work to Be Performed.

Section 2: Approach to the Scope of Services

3) Describe the current workload of each person which will be involved in the Proposal.

CAP prides itself on our ability to partner with our municipal clients and provide our professionals in accordance with building department permit volumes. Our proposed team has two Building Officials, one of which is available ninety (90%) percent of the time, and our second with over fifty percent (50%) availability. CAP is currently providing key personnel to the Village across all Building Department Trades. CAP has the staff, resources, and capacity to continue providing high-quality and reliable Building Department Services to the Village of North Palm Beach. In addition to staffing resources, CAP has implemented technological resources such as our Electronic Plan Review (EPR) system. Our EPR system reduces paperwork and process delays and increases work productivity and capacity.

4) Summarize other Proposed resources available to meet the Village's needs.

CAP has implemented technological resources such as our Electronic Plan Review (EPR) system. This system is currently being used by CAP with our municipal and educational partners, to efficiently process, review, and approve plans and perform inspections. Our EPR system reduces paperwork and process delays and increases work productivity and capacity.

5) Provide information regarding any proposed innovative concepts that may enhance value and quality of the proposed work.

CAP has co-developed a simple, user-friendly and transparent approach to Electronic Plans Review (EPR). In 2013, our Company embarked on the design, development and implementation of Electronic Plans Review (EPR). We firmly believe that EPR makes the review process more efficient and transparent. Our program allows the project

Section 2: Approach to the Scope of Services

stakeholders “real-time” access to the status of their application and to the submittals from the design professionals across different platforms using internet connectivity. In addition, our Reviewers will be able to provide the service remotely, having more access to data and being more flexible with their time. Finally, data will now be exchanged electronically thus reducing or eliminating paper bulk and becoming more environmentally sensitive. Data stored this way is safer and the ease of retrieval is increased. In short, the EPR system adds efficiency and value to the entire Building Review and Permitting process. Please see page that follows with detailed information on Electronic Plan Review.

6) Any favorable cost containment approaches or additional or alternative ideas that may be successful if implemented by the Village.

Cost containment may be achieved by assigning trades based on the needs of an individual permit. Rather than having a Mechanical, Electrical, or Plumbing (MEP) Inspector or Plans Reviewer wait for an assignment, we will assign multi-discipline staff, whenever possible. Our Building Official / Manager will oversee the permitting process and flow of assignments by trade. Our MEP trades will be assigned based on the needs of the individual permit application in a timely manner. CAP commits to implement all scheduling efficiencies that we have developed and implemented over thirty-four (34) years as outsourced Building Department industry leaders.

In addition, all field inspectors are ready to perform building inspections and are equipped with the following items at no cost to the Village.

- Fleet vehicles that have the capability to transport one (1) ladder.
- Smart phones and I-Pads are capable of answering all consumer inquiries in a timely manner.
- Company uniform shirts with embroidered logo.
- OSHA required safety equipment, i.e., steel toes shoes, hard hats, etc.

Section 2: Approach to the Scope of Services

Below is a listing of personnel that will be available along with a description of their role, years of experience, and licensure information.

KEY PERSONNEL			
Name	Role	Years of Experience	License Information
Management			
Carlos A. Penin, PE	Principal-in-Charge	35	PE33216
Judson Dulany	QA / QC	30	BU1990, PX3626, BN6644
Deborah Nutter	Building Official / Project Manager	27	BU1478, PX2657, BN5093
Structural / Building			
Xairo Rey	Plans Examiner and Inspector	30	1100018200, PX4112, BN7926
Jonathan Brooks		35	PX3402, BN6388
Mechanical			
Hector Carbia	Plans Examiner and Inspector	22	PX3608, BN6473
Manuel Espinosa		10	PX4694, BN8214
Electrical			
Chassler Holm	Plans Examiner and Inspector	29	PX4672, BN6901
William Cedeno		10	PX4335, BN7817
Plumbing			
Paul Tharpe	Plans Examiner and Inspector	36	PX4666, BN8059
Anthony D'Auria		40	PX4133, BN7353
Permit Technicians			
Maria Roa	Permit Technicians	5	
Lucille Dunaway		7	



SECTION 3
WORK EXPERIENCE



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Section 3: Work Experience



C.A.P. Government, Inc. (CAP) has outsourced Building Department Services to governmental agencies since its inception. Our legacy of hard work and dedication has established us an industry leader. The following list provides similar entities where CAP provides Building Department Services.

	Entity	On-Going
FULL SERVICE		
1	City of Aventura	1995
2	City of Weston	2005
3	Village of El Portal	2005
4	Town of Southwest Ranches	2006
5	City of South Bay	2010
6	Town of Lauderdale-by-the-Sea	2011
7	North Bay Village	2013
8	City of Pahokee	2015
9	Town of Briny Breezes	2016
10	City of Belle Glade	2017
11	City of West Park	2017
SUPPLEMENTAL SERVICES		
12	City of Lauderhill	2005
13	City of Fort Lauderdale	2006
14	City of North Miami Beach	2007
15	City of Parkland	2008
16	City of Miami Beach	2009
17	Town of Davie	2012
18	Village of Biscayne Park	2012

Section 3: Work Experience



19	City of Oakland Park	2012
20	City of Doral	2012
21	City of Hollywood	2013
22	City of Coconut Creek	2014
23	City of Boynton Beach	2014
24	City of Coral Gables	2015
25	City of Coral Springs	2015
26	City of Greenacres	2015
27	City of Naples	2015
28	Town of Palm Beach	2015
29	Village of Wellington	2015
30	Palm Beach County	2015
31	City of Miami	2016
32	City of Riviera Beach	2016
33	City of West Palm Beach	2016
34	City of Dania Beach	2016
35	City of Marco Island	2017
36	Town of Fort Myers Beach	2018
37	City of Homestead	2018
38	Village of Palm Springs	2018
39	Sarasota County	2018
40	Town of Highland Beach	2018
41	City of Lake Worth Beach	2018
42	City of Lake Wales	2018
43	Lee County	2018
44	Village of Key Biscayne	2019

Section 3: Work Experience



45	Village of Royal Palm Beach	2019
46	Town of Jupiter	2019
47	City of Fort Pierce	2019
48	City of Clewiston	2019
49	City of Sanibel	2019
50	Town of Lake Park	2019
51	Lake County	2021
52	City of Panama City Beach	2021
53	City of Palm Bay	2021
54	City of Venice	2021
55	City of Miramar	2022
56	City of Tampa	2022
57	Village of North Palm Beach	2022
58	Bay County	2022
59	Marion County	2022
60	Town of Longboat Key	2022
61	City of Punta Gorda	2022
62	City of Mount Dora	2022
63	Pinellas County	2022
64	Town of Malabar	2022
65	Town of Palm Beach Shores	2022
66	Charlotte County	2022
67	Town of Ocean Ridge	2022
68	Town of Medley	2023
69	City of Naples	2022
70	City of Cape Coral	2022

Section 3: Work Experience



71	Citrus County	2022
72	City of Clearwater	2023
73	Osceola County	2023
74	Bay County	2023
75	City of Bunnell	2023
76	Town of Melbourne Village	2023
77	Glades County	2023
78	City of Fellsmere	2024
EDUCATION		
1	Miami-Dade Public School Board	2006
2	Florida International University	2007
3	Miami Dade College	2006
4	School Board of Broward County	2014
5	School District of Palm Beach County	2018
6	Broward College	2022
7	Florida Atlantic University	2024

The following demonstrates CAP’s experience with similar size entities, client’s reference and contact information; key project staff; summary of the work performed; the contract amount; the schedule; and the project’s achievements, milestones and hardships.

Section 3: Work Experience



Entity: City of Palm Beach County
Contact: Mr. Doug Wise, Building Director
Contact Telephone: 561.233.5192
E-mail: dwise@pbcgov.org
Key Project Staff: Deborah Nutter, BU, PX, BN

Summary of Work Performed: Palm Beach County has contracted with CAP to provide building inspection, plan review and permit technician services to the Planning, Zoning, and Building Department. These services include building, plumbing, electric, and mechanical, HVAC. All Building inspection and plan review and permit processing services are conducted to ensure compliance with the Florida Building Code.

Contract Amount: \$5M

Schedule: 2016 – Ongoing **(8 Years)**

Achievements: CAP has managed together with the City's Building Department to provide an efficient response to the demands of the stakeholders, contractors, architects, and applicants of the City.



Entity: City of South Bay
Contact: Mr. Leondrae Camel, City Manager
Contact Telephone: 561.996.6751
E-mail: camel@southbaycity.com
Key Project Staff: Judson Dulany, BU, PX, BN

Summary of Work Performed: The City of South Bay has contracted with CAP to provide full Building Department outsourcing for fourteen (14) years. CAP assists in the permit application process, providing plan review and inspection services to ensure compliance with the Florida Building Code. These services include structural, electrical, mechanical, plumbing and engineering services. CAP also provides the Building Official for the City. Working with City staff we have been able to provide support to apply for and receive funding for important infrastructure projects.

Section 3: Work Experience



Contract Amount: \$600K

Schedule: 2010 – Ongoing (**14 Years**)

Achievements: CAP has managed together with the City’s Building Department to provide an efficient response to the demands of the stakeholders, contractors, architects, and applicants of the City.



Entity: Town of Highland Beach

Contact: Mr. Marshall Labadie, Town Manager

Contact Telephone: 561.278.4548

E-mail: mlabadie@highlandbeach.us

Key Project Staff: William Cedano, Joseph Hennessey

The Town of Highland Beach has contracted with CAP since 2018. CAP provides the Town Building Inspection and Plan Review services. These services include building, plumbing, electric, and mechanical, HVAC. All Building inspection and plan review and permit processing services are conducted to ensure compliance with the Florida Building Code.

Contract Amount: \$1.2M

Schedule: 2018 – Ongoing (**6 Years**)

Achievements: CAP has managed together with the Town’s Building Department to provide an efficient response to the demands of the stakeholders, contractors, architects, and applicants of the Town.



Entity: Village of Wellington

Contact: Mr. Jacek Tomasik CBO, Building Official

Contact Telephone: 561.278.4548

E-mail: jtomasik@wellingtonfl.gov

Key Project Staff: William Cedano, Joseph Hennessey

Section 3: Work Experience

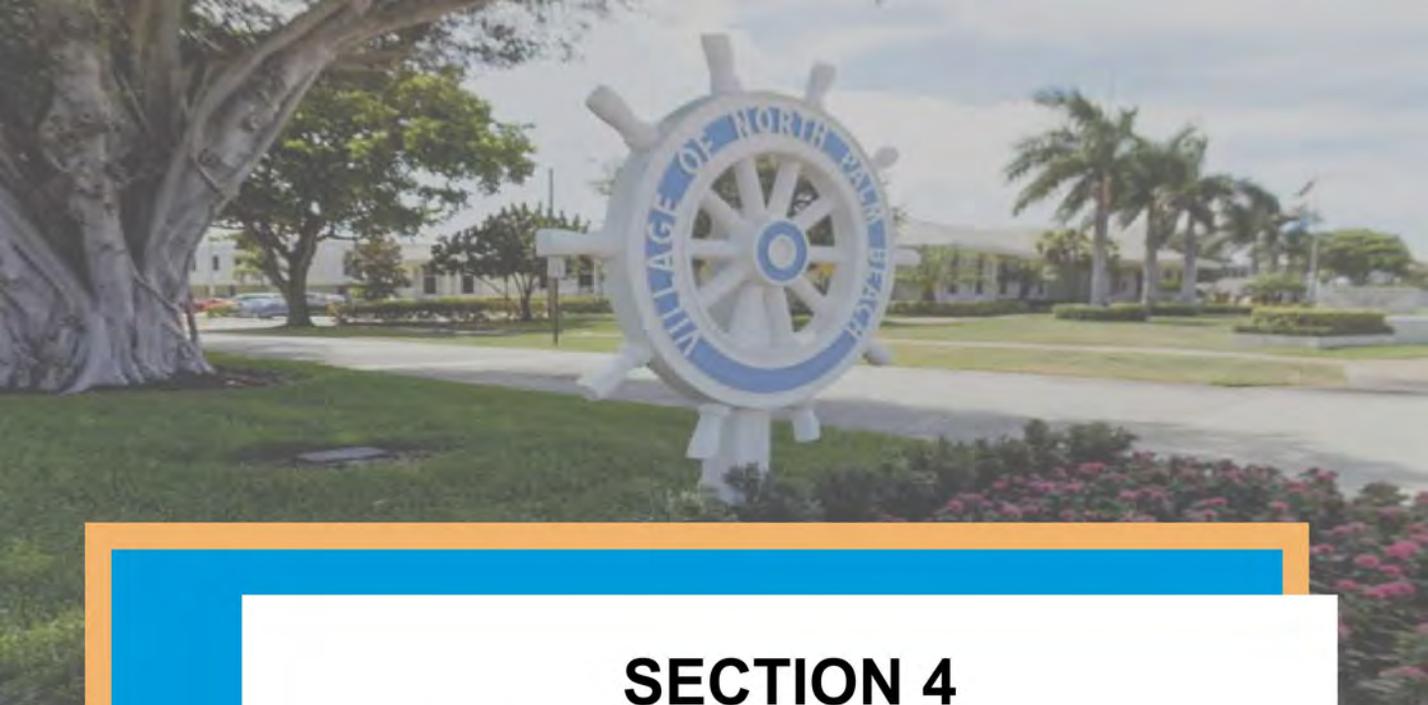


The Village of Wellington has contracted with CAP to provide Planning, Zoning and Building Inspection Services. CAP performs inspections of buildings, roofing, electrical, mechanical, and plumbing as contained in the Florida Building Code.

Contract Amount: \$230K

Schedule: 2018 – Ongoing (**6 Years**)

Achievements: CAP has managed together with the Village’s Building Department to provide an efficient response to the demands of the stakeholders, contractors, architects, and applicants of the Village.



SECTION 4
KEY STAFF EXPERIENCE
AND
QUALIFICATIONS



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Section 4: Key Staff Experience and Qualifications



C.A.P Government, Inc. (CAP) can service and fully perform all the requirements set forth in this RFP. Personnel will report to the Village on an as needed basis and at the Village’s discretion.

1) Staffing levels at office locations.

Our Palm Beach Corporate Office is located at 1910 N. Florida Mango Rd. West Palm Beach, FL 33409 and is approximately nineteen (19) miles away from the Village of North Palm Beach. We have CAP staff providing Building Plans Review and Inspection services in various nearby municipalities. The names of the municipalities and the approximate distance (in miles) away from the Village of North Palm Beach is shown in the chart below:

Municipality	Miles
Town of Lake Park	1.6
City of Riviera Beach	2.7
Town of Palm Beach Shores	3.5
City of Boynton Beach	24
School District of Palm Beach County	5.2
Palm Beach County	7.2
City of West Palm Beach	7.2
Town of Palm Beach	8.9

In addition, C.A.P. Government, Inc. has invested time, resources and talent into developing and implementing an Electronic Plans Review (EPR) system. This software has been successfully used during our review of plans for all of our educational clients and various municipal clients. Please see page that follows with detailed information on Electronic Plans Review.

Section 4: Key Staff Experience and Qualifications



- 2) Total staff available for this Proposal and the anticipated percent of Building Official, Building Inspector, Plans Reviewer, Building Codes and Permit Technician work to be performed by various levels of staff including organizational chart.**

CAP provides full building department outsourcing services to eleven (11) municipalities and supplemental contractual services to over seventy-five (75) municipalities. We have levels of service where we contractually commit to perform plans review and inspections within negotiated time frames. We commit our labor resources with licensed, certified and experienced personnel, on an as needed basis. We have provided a Matrix on the following pages demonstrating our staffs anticipated percent of availability for the Village.

- 3) Experience and qualifications of all key Proposer and Sub-Proposer players (Provide resumes and licenses of all persons who will be involved in the engagement of the Building Inspection Services.); and**

Mr. Carlos A. Penin, PE

Principal-in-Charge

Mr. Penin is a Professional Engineer with over forty (40) years of experience. He founded C.A.P. Government, Inc. in 1989 and continues to serve as its President. Mr. Penin will assure that the proper resources are allocated to the managing of this contract. He oversees the contractual responsibilities of all our clients and uses a hands-on management style to assure that all obligations are met by our Managers and staff.

Section 4: Key Staff Experience and Qualifications



Mr. Judson Dulany, BU, PX, BN

QA/QC Manager

Mr. Judson Dulany has over thirty (30) years of experience as a commercial, residential and industrial State of Florida Certified building, roofing contractor. He holds various licenses as a building code administrator, building plans examiner and inspector. Knowledgeable in all aspects of construction, estimating contracts, underground utilities, site work, foundations, and structural walls. He is immersed in CAP's day to day operations and is uniquely qualified to oversee the administration of a Building Department.

Ms. Deborah Nutter, BU, PX, BN

Building Official / Project Manager

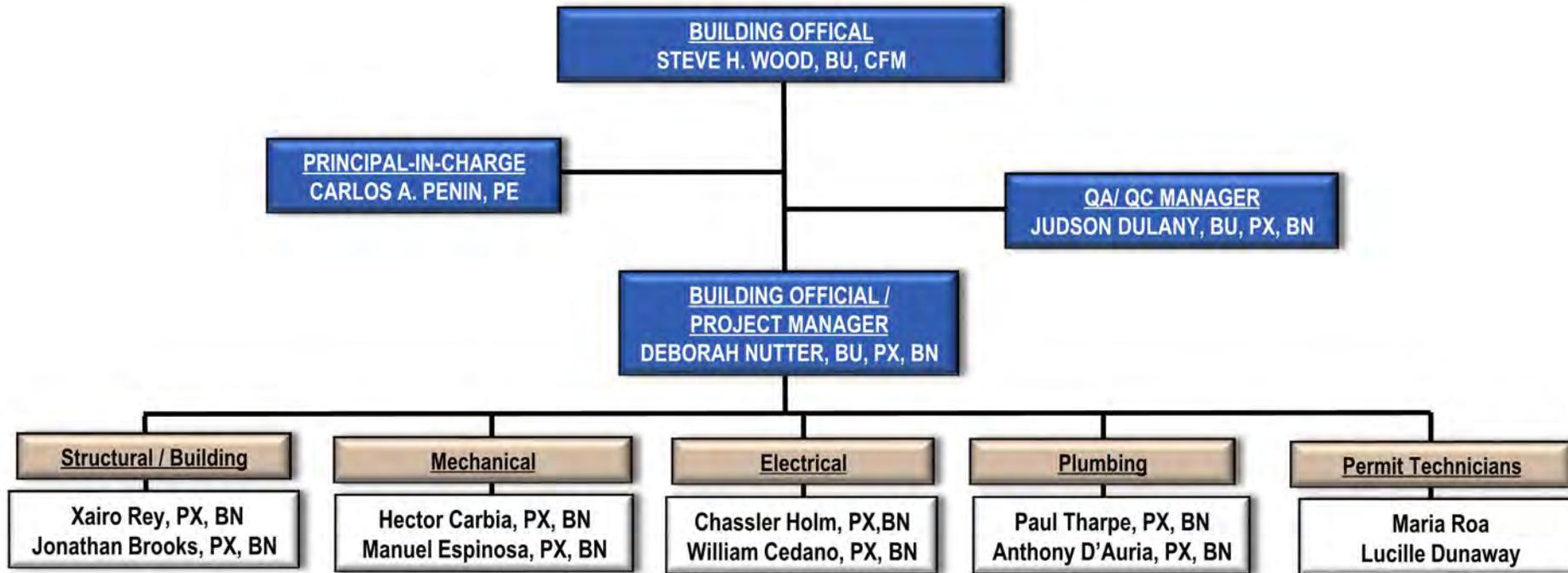
Ms. Deborah Nutter has over thirty (30) years of experience in the building industry. Ms. Nutter holds various licenses as a building code administrator, electrical and mechanical plans examiner and inspector. She was recognized by the Building Official Association of Florida (BOAF) and awarded "2018 Building Official of the year".

Please see TAB 5 with resumes and certifications of all persons involved in providing services and supervision to the Town.

4) List of tasks to be subcontracted out;

CAP will not be subcontracting any tasks.

PX – Plans Examiner
 BN – Inspector
 BU – Building Official
 PE – Professional Engineer
 RA – Registered Architect



CARLOS A. PENIN, PE

Principal In Charge



Mr. Penin has over forty (40) years of experience as a civil engineer comprehensive consulting engineering service. He has performed a wide variety of projects including highways, bridges, airport terminals airfields, water and sewer infrastructure, stadiums, various land development projects and environmental service. Mr. Penin experience includes managerial functions and various government appointments to industry organizations.

EDUCATION

Master of Science
Environmental and Urban Studies
Florida International University

Bachelor of Science
Civil Engineering
University of Florida

STATE OF FLORIDA LICENSE

Professional Engineer
PE33216

President, C.A.P. Government, Inc.

1989 – Present

President and founding principal of C.A.P. Government, Inc. Mr. Penin serves in a management capacity overseeing the daily operations of the firm. His responsibilities include determining the strategic direction of the company and carrying out the strategic plan through overseeing operations, marketing and business development activities, contract oversight, and staff management. Developing functional roles and assigning responsibilities to employees who report to them.

EXPERIENCE

Regional Manager, Keith & Schnars, PA

1984 – 1989

Responsible for management, scheduling, monitoring and liaison with regulatory agencies and local authorities on major land development projects.

Project Engineer, Williams, Hatfield & Stoner, Inc.

1980 – 1984

Responsible for project administration on Urban Road Developments and other assignments in South Florida.

Civil Engineer, Ferendino/Grafton/Spillis/Candela

1978 – 1980

Responsible for civil engineering design and construction inspection of government projects.

Civil Engineer, Florida Quality Contractors

1977 - 1978

Managed the preliminary stages of 72-unit condominium development and various other residential projects in South Florida.

CARLOS A. PENIN, PE - PRINCIPAL IN CHARGE

Carlos A. Penin, PE



Department of Business & Professional Regulation

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Licensee Information

Name:	PENIN, CARLOS ANTONIO (Primary Name)
Main Address:	343 ALMERIA AVENUE CORAL GABLES Florida 33134
County:	DADE
License Mailing:	343 ALMERIA AVENUE CORAL GABLES FL 33134
County:	DADE

License Information

License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	33216
Status:	Current, Active
Licensure Date:	03/25/1983
Expires:	02/28/2025

Special Qualifications **Qualification Effective**

--	--

Judson D. Dulany, BU, PX, BN Building Official, Building Plans Examiner & Inspector



Mr. Dulany has over thirty-five (35) years of experience in construction management and twenty (20) years of hands-on construction skills gained through experience as a commercial, residential, and industrial State of Florida Certified Building and Roofing Contractor and Building Code Administrator. He is knowledgeable in all aspects of construction: estimating, contracts, underground utilities, site work, foundations, structural walls, sub-contractors (electrical, HVAC, plumbing) and roof systems.

EDUCATION

Associate of Arts
Business
Palm Beach Community College

STATE OF FLORIDA LICENSE

Building Code Administrator
BU1990

Building Plans Examiner
PX3626

Building Inspector
BN6644

Building Contractor
CBC058100

Roofing Contractor
CCC057998

Home Inspector
HI5254

Certified Flood Plain Manager

Building Official, Building Plans Examiner, Inspector and Floodplain Manager, C.A.P. Government, Inc.

2015 – Present

Responsible for planning, directing, and overseeing CAP's Palm Beach County operations. Serves as the Building Official for several municipalities in Palm Beach and Central Florida region: Glades County, City of Belle Glade, City of South Bay, City of Pahokee, Town of Malabar, Town of Palm Shores, and the City of Bunnell. Reviews building plans for compliance with the Florida Building Code and local regulations; prepares written reports on code discrepancies and code violations; develops, maintains, and updates records of codes and plan reviews. Determines the structural soundness of buildings and construction projects.

EXPERIENCE

Owner & Operator, Grace Construction, Inc.

1997 – 2015

Self-employed State certified building and roofing contractor. Responsibilities included customer relations, material takes offs, blueprint comprehension and bonding requirements. Day to day operations of construction and roofing companies estimates for commercial, industrial, and residential customers. design build campgrounds, marina renovations, recreational parks. Also served as project manager for general contractor fast food restaurants construction, east and west coast of Florida.

Superintendent, Tripp Construction, Inc.,

1997 - 1998

Responsibilities included:

- 500 plus single-family home construction
- Multi-family housing construction 1,2, and 3 Story
- Medical Office and emergency room construction
- Law enforcement gun range
- Educational construction classrooms and auditorium
- Industrial storage building, farm warehouses
- Parks and recreation facilities construction

JUDSON D. DULANY, BU, PX, BN

Judson D. Dulany, PX, BN, BU



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LICENSEE DETAILS 4:53:59 PM 12/15/2023

Licensee Information

Name: **DULANY, JUDSON DEWITT (Primary Name)**
 Main Address: ***Private Address* *Private Address*
 Private Address
 Private Address
 *Private Address***

License Information

License Type: **Building Code Administrator**
 Rank: **Building Code A**
 License Number: **BU1990**
 Status: **Current,Active**
 Licensure Date: **02/25/2018**
 Expires: **11/30/2025**

Special Qualifications

Qualification Effective



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LICENSEE DETAILS 4:54:46 PM 12/15/2023

Licensee Information

Name: **DULANY, JUDSON DEWITT (Primary Name)**
 Main Address: ***Private Address* *Private Address*
 Private Address
 Private Address
 *Private Address***

License Information

License Type: **Standard Plans Examiner**
 Rank: **Plans Examiner**
 License Number: **PX3626**
 Status: **Current,Active**
 Licensure Date: **07/30/2015**
 Expires: **11/30/2025**

Special Qualifications

Qualification Effective

Building **07/30/2015**



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LICENSEE DETAILS 4:52:52 PM 12/15/2023

Licensee Information

Name: **DULANY, JUDSON DEWITT (Primary Name)**
 Main Address: ***Private Address* *Private Address*
 Private Address
 Private Address
 *Private Address***

License Information

License Type: **Standard Inspector**
 Rank: **Inspector**
 License Number: **BN6644**
 Status: **Current,Active**
 Licensure Date: **03/27/2015**
 Expires: **11/30/2025**

Special Qualifications

Qualification Effective

Building **03/27/2015**

Deborah Nutter, BU, PX, BN

Building Official, Electrical Plans Examiner & Inspector



Ms. Nutter has over forty (40) years of experience in retail and the construction industry. She has been involved in performing inspections and plans review for municipalities including residential and commercial projects.

EDUCATION

Department of Business and Professional Regulation

STATE OF FLORIDA LICENSE

Building Official
BU1478

Electrical Plans Examiner
PX2657

Building / Electrical Inspector
BN5093

Building Official, Electrical Plans Examiner & Inspector, C.A.P. Government, Inc.

2016 – Present

Reviews plans to ensure that the plans meet building codes and requirements of the state, county, and city where the construction is taking place. Responsible for inspecting the installation of electrical systems and equipment to detect faulty wiring and ensure they comply with electrical codes and standards. Visits construction sites and residences, performs inspection, and makes recommendations for improvement. Interprets and enforces the building codes adopted by the City as well as other City codes. In addition, reviews building plans for compliance with construction codes and regulations; prepares written reports on code discrepancies and code violations; develops, maintains and updates records of codes and plan reviews; interprets codes ordinances and regulations and issues department codes.

EXPERIENCE

Senior Inspector, Village of North Palm Beach

2013 - 2016

Performed inspections for the Village of North Palm Beach. If necessary, issued red tag violations notices / stop work orders to explain violations and recommended remedies. Assisted in the permit counter.

Chief Building Inspector, City of Palm Beach Gardens

2013 - 2013

Building Inspector for the City. Also performed duties of a code compliance officer, attended special magistrate hearings, and planning & zoning meetings. Performed inspection of permitted job sites for adherence to the Florida Building Code.

Permit Technician, City of Palm Beach Gardens

2002 - 2004

Received and processed permit applications for the City. Verified insurance and licensure information. Processed monthly reports for the property appraiser office and FEMA.

DEBORAH NUTTER, BU, PX, BN

Deborah Nutter, PX, BN, BU



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LICENSEE DETAILS 11:44:52 AM 12/15/2023

Licensee Information

Name: **NUTTER, DEBORAH ANN (Primary Name)**

Main Address: ***Private Address* *Private Address*
Private Address
*Private Address***

License Location: ***Private Address* *Private Address*
Private Address
*Private Address***

License Information

License Type: **Standard Plans Examiner**

Rank: **Plans Examiner**

License Number: **PX2657**

Status: **Current,Active**

Licensure Date: **03/13/2006**

Expires: **11/30/2025**

Special Qualifications

Electrical **03/13/2006**



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LICENSEE DETAILS 11:46:45 AM 12/15/2023

Licensee Information

Name: **NUTTER, DEBORAH ANN (Primary Name)**

Main Address: ***Private Address* *Private Address*
Private Address
*Private Address***

License Location: ***Private Address* *Private Address*
Private Address
*Private Address***

License Information

License Type: **Building Code Administrator**

Rank: **Building Code A**

License Number: **BU1478**

Status: **Current,Active**

Licensure Date: **05/02/2006**

Expires: **11/30/2025**

Special Qualifications

Qualification Effective



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LICENSEE DETAILS 11:45:55 AM 12/15/2023

Licensee Information

Name: **NUTTER, DEBORAH ANN (Primary Name)**

Main Address: ***Private Address* *Private Address*
Private Address
*Private Address***

License Location: ***Private Address* *Private Address*
Private Address
*Private Address***

License Information

License Type: **Standard Inspector**

Rank: **Inspector**

License Number: **BN5093**

Status: **Current,Active**

Licensure Date: **09/23/2005**

Expires: **11/30/2025**

Special Qualifications

Building **08/09/2006**

Electrical Inspector **09/23/2005**

Residential **05/05/2005**

Mechanical **08/09/2006**

Jonathan Brooks, PX, BN

Building Plans Examiner & Inspector



Mr. Brooks has over thirty-five (35) years of solid experience in all aspects of the construction industry. He has served as foreman and project manager for various large commercial and residential projects

EDUCATION

Bachelor of Science
Business Administration
Palm Beach Community College

STATE OF FLORIDA LICENSE

Building Plans Examiner
PX3402

Building Inspector
BN6388

Building Plans Examiner & Inspector, C.A.P. Government, inc.

2016 – Present

Reviews building plans for compliance with construction codes and regulations; prepares written reports on code discrepancies and code violations; develops, maintains and updates records of codes and plan reviews; interprets codes ordinances and regulations and issues department codes. Determines the structural soundness of buildings and construction projects. Tasks Include inspecting and assessing the structural quality of a building and ensuring compliance with zoning regulations, national building codes, and contract specifications

EXPERIENCE

Construction Manager, Brooks Construction Company, Inc.

1997 – 2016

Responsible for day-to-day operations of Brooks Construction Company, Inc. Mr. Brooks coordinated and supervised subcontractors, monitored job sites, processed payment requests from contractors, ensured OSHA standards for a safe work environment, met with City/County/State Inspectors, performed home inspections, ensured all work performed at work sites met specifications set forth by ICC and Florida Building Codes standards.

Journeyman Ironworker / Certifier Welder, Ironworkers Local Union 402

Performed all job-related duties as a journeyman ironworker and certified welder as it relates to High Rise Building Construction, Bridge Construction, School Construction, Industrial Construction, Nuclear Power Plant maintenance, and Warehouse Building Construction.

Constructions Services, Brooks Construction Company

1979 - 1982

Performed carpenter related duties for residential construction projects. Duties included blueprint interpretation, forming of concrete pouring slabs, interior and exterior wood doors and trims setting of wood trusses and installation of plywood roof and wall sheathing.

JONATHAN BROOKS, PX, BN
BUILDING PLANS EXAMINER & INSPECTOR

Jonathan Brooks, PX, BN



Department of Business & Professional Regulation

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LICENSEE DETAILS 4:00:52 PM 12/15/2023

Licensee Information

Name:	BROOKS, JONATHAN NORRIS JR (Primary Name)
Main Address:	1349 WEST 35TH STREET RIVIERA BEACH Florida 33404
County:	PALM BEACH

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN6388
Status:	Current,Active
Licensure Date:	03/19/2012
Expires:	11/30/2025

Special Qualifications

Building	03/19/2012
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LICENSEE DETAILS 3:58:19 PM 12/15/2023

Licensee Information

Name:	BROOKS, JONATHAN NORRIS JR (Primary Name)
Main Address:	1349 WEST 35TH STREET RIVIERA BEACH Florida 33404
County:	PALM BEACH

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX3402
Status:	Current,Active
Licensure Date:	03/19/2012
Expires:	11/30/2025

Special Qualifications

Building	03/19/2012
-----------------	-------------------

XAIRO REY, EI, PX, BN

Engineer Intern, Building Plans Examiner & Inspector



Mr. Rey has over ten (10) years of experience in all aspects of the construction industry. He has experience in solving engineering problems that occur during the design process. Performs calculations and take measurements of distances, slopes, areas, volumes and quantities for cost estimates and water modeling.

EDUCATION

Bachelor of Science
Civil Engineering
Florida Atlantic University

STATE OF FLORIDA LICENSE

Building Plans Examiner
PX4112

Building Inspector
BN7926

Engineer Intern.
1100018200

Building Plans Examiner & Inspector, C.A.P. Government, Inc. 2023 – Present

Reviews building plans for compliance with construction codes and regulations; prepares written reports on code discrepancies and code violations; develops, maintains and updates records of codes and plan reviews; interprets codes ordinances and regulations and issues department codes. Determines the structural soundness of buildings and construction projects. Tasks Include inspecting and assessing the structural quality of a building and ensuring compliance with zoning regulations, national building codes, and contract specifications.

EXPERIENCE

Building Inspector, Tew & Taylor, Inc.

2022 – 2023

Performing structural building inspections and plan review for residential and commercial construction projects.

Project Coordinator II, PBC Engineering and Public Works Dept.

2020–2022

Prepare design files, feasibility studies and cost estimates. Review roadway and roadside plans prepared by engineers to determine accuracy, completeness and code compliance.

Construction Plans Examiner, PBC Planning, Zoning & Building Dept.

2017–2020

Staff Engineer, Northstar Group Services, Inc.

2017–2017

Project engineer, Last Devenport, Inc.

2016–2017

Estimator, H & J Contracting, Inc.

2014–2016

Engineer Intern, A.D.A. Engineering, Inc.

2013 –2014

XAIRO REY, EI, PX, BN

Xairo Rey, EI, PX, BN



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LICENSEE DETAILS 1:45:07 PM 12/20/2023

Licensee Information

Name:	REY, XAIRO (Primary Name)
Main Address:	5722 DEWBERRY WAY WEST PALM BEACH Florida 33415
County:	PALM BEACH

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN7926
Status:	Current,Active
Licensure Date:	01/16/2020
Expires:	11/30/2025

Special Qualifications

Qualification Effective	
Building	01/16/2020



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LICENSEE DETAILS 12:33:01 PM 5/31/2023

Licensee Information

Name:	REY, XAIRO (Primary Name)
Main Address:	5722 DEWBERRY WAY WEST PALM BEACH Florida 33415
County:	PALM BEACH

License Information

License Type:	Engineering Intern
Rank:	Eng Intern
License Number:	1100018200
Status:	Current
Licensure Date:	02/11/2014
Expires:	

Special Qualifications

Qualification Effective	
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LICENSEE DETAILS 1:46:23 PM 12/20/2023

Licensee Information

Name:	REY, XAIRO (Primary Name)
Main Address:	5722 DEWBERRY WAY WEST PALM BEACH Florida 33415
County:	PALM BEACH

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX4112
Status:	Current,Active
Licensure Date:	07/09/2018
Expires:	11/30/2025

Special Qualifications

Qualification Effective	
Building	07/09/2018

Hector Carbia, PX, BN Mechanical & Plumbing Plans Examiner & Inspector



Mr. Carbia has over twenty-two (22) years of experience of working with Heating Ventilation Air Conditioning (HVAC) systems for residential and commercial construction projects

EDUCATION

Hialeah High School
Florida Department of Business
and Professional Regulation Exam

STATE OF FLORIDA LICENSE

Mechanical, Plumbing Plans
Examiner
PX3608

Mechanical, Plumbing Inspector
BN6473

Certified Air Conditioning
Contractor
CAC1813728

Mechanical & Plumbing Plans Examiner & Inspector. Government, Inc.

2016 – Present

Reviews plans to ensure that the plans meet building codes and requirements of the state, county, and city where the construction is taking place. Responsible for closely inspection of mechanical, and other systems for commercial and residential sites, like appliances, boilers, elevators, gas and oil lines, and HVAC systems. Evaluate and approve or disapprove of the work done in accordance with local and state regulations. Examine and test new or existing plumbing systems in buildings to make sure they are installed

EXPERIENCE

Contractor Owner, Carsan A/C & Refrigeration, Inc.

2003 – 2015

Responsibilities included managing and organizing Heating Ventilation Air Conditioning (HVAC) construction projects. Vast experience in troubleshooting residential and commercial air conditioning systems.

HVAC Inspector, Airreo Air Conditioning

2002 – 2003

Responsibilities included new equipment installation for residential/commercial applications. Experience in water loop systems and commercial refrigeration applications.

HVAC Installer, EDD Helms Air Conditioning

2000 – 2002

Responsibilities include new equipment installation for residential/commercial applications. Troubleshooting air conditioning systems for residential and commercial units. Experience in commercial pipe lifting application.

HECTOR CARBIA, PX, BN
MECHANICAL & PLUMBING PLANS EXAMINER & INSPECTOR

Hector Carbia, PX, BN



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LICENSEE DETAILS 2:41:34 PM 12/15/2023

Licensee Information

Name:	CARBIA, HECTOR XAVIER (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN6473
Status:	Current,Active
Licensure Date:	11/19/2013
Expires:	11/30/2025

Special Qualifications

Mechanical	11/19/2013
Plumbing	05/07/2017



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LICENSEE DETAILS 2:42:32 PM 12/15/2023

Licensee Information

Name:	CARBIA, HECTOR XAVIER (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX3608
Status:	Current,Active
Licensure Date:	06/12/2015
Expires:	11/30/2025

Special Qualifications

Mechanical	06/12/2015
Plumbing	10/09/2018

Manuel Espinosa, PX, BN

Mechanical Plans Examiner & Inspector



Mr. Espinosa has over ten (10) years of experience working as a Mechanical Plans Examiner & Inspector. Able to troubleshoot a variety of A/C and refrigeration equipment, perform electrical repairs familiar with OSHA regulations MSDS (Material Safety Data Sheets) and the right use and control of refrigerants, improve customer satisfaction and provide a safe work environment. He is skilled in Blueprint Reading, has Mechanical knowledge, Service Technician Experience, Plumbing, and Mechanical.

EDUCATION

Bachelor of Science
Business Administration
Palm Beach Community College

STATE OF FLORIDA LICENSE

Mechanical Plans Examiner
PX4694

Mechanical Inspector
BN8214

Mechanical Plans Examiner & Inspector, C.A.P. Government, Inc. 2021 – Present

Reviews plans to ensure that the plans meet building codes and requirements of the state, county, and city where the construction is taking place. Responsible for closely inspecting of mechanical, and other systems for commercial and residential sites, like appliances, boilers, elevators, gas and oil lines, and HVAC systems. Evaluate and approve or disapprove of the work done in accordance with local and state regulations. Examine and test new or existing plumbing systems in buildings to make sure they are installed.

EXPERIENCE

HVAC Contractor

2019

Extremely knowledgeable with OSHA Florida Building Code and other Federal and State safety regulations.

President & Owner, MTG Air Conditioning

2019

Responsible for permits with the city's management, the process of a/c installation, following the guidelines of the Florida Building Code service, and repairs of all kinds of air conditioning units and refrigeration equipment handling contracts and customer complaints materials and supplies.

Chief Engineer, Fairfield Inn by Marriott

2018-2019

In charge of daily operations and assisting the General Manager on special projects and tasks.

Assistant Chief Engineer, Frenchman's Creek Golf & Country Club

2016 – 2018

Assisted the Chief Engineer in ensuring that all operations ran smoothly for the Engineering Department and facilitated all member requests.

MANUEL ESPINOSA, PX, BN

Manuel Espinosa, PX, BN



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LICENSEE DETAILS 5:21:47 PM 12/15/2023

Licensee Information

Name:	ESPINOSA, MANUEL E (Primary Name)
Main Address:	169 WEST TRAIL DRIVE WEST PALM BEACH Florida 33415
County:	PALM BEACH

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN8214
Status:	Current,Active
Licensure Date:	04/16/2021
Expires:	11/30/2025

Special Qualifications

Special Qualifications	Qualification Effective
Electrical Inspector	12/27/2022
Mechanical	04/16/2021



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LICENSEE DETAILS 5:23:09 PM 12/15/2023

Licensee Information

Name:	ESPINOSA, MANUEL E (Primary Name)
Main Address:	169 WEST TRAIL DRIVE WEST PALM BEACH Florida 33415
County:	PALM BEACH

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX4694
Status:	Current,Active
Licensure Date:	12/08/2021
Expires:	11/30/2025

Special Qualifications

Special Qualifications	Qualification Effective
Electrical	10/06/2023
Mechanical	12/08/2021

Chassler Holm, PX, BN

Electrical Plans Examiner & Inspector



Mr. Holm has more than twenty-nine (29) years of experience in electrical engineering design for residential, commercial, and industrial facilities. He has experience managing a team and project management. Suitable to excel on projects with emphasis on electrical, water distribution, and wastewater collection.

EDUCATION

Florida Electrical Apprenticeship Association
Certificate of completion, 2000
Palm beach community college

STATE OF FLORIDA LICENSE

Electrical Plans Examiner
PX4672

Electrical Inspector
BN6901

Electrical Plans Examiner & Inspector, C.A.P. Government, Inc.

2020 – Present

Reviews plans to ensure that the plans meet building codes and requirements of the state, county, and city where the construction is taking place. Responsible for inspecting the installation of electrical systems and equipment to detect faulty wiring and ensure they comply with electrical codes and standards. Visits construction sites and residences, performs inspection, and makes recommendations for improvement.

EXPERIENCE

Utilities Maintenance Supervisor, Town of Palm Beach Florida

2016 – 2020

Supervised and coordinated the daily work of personnel engaged in the Water Resources Division, maintenance, repair, Storm Water & Sewer and/or surveillance activities.

Utilities Maintenance Supervisor of Public Utilities, City of Delray Beach

2008 – 2016

Supervised and coordinated the daily work of personnel engaged in the water/sewer network, distribution, maintenance, repair, and/or surveillance activities.

Journeyman Electrician, City of Delray Beach

2005 – 2008

Performed electrical installation and repair for all 65 plus city owned and operated buildings. Provided street lighting and electrical maintenance. Responsible for electrical set up for all city sporting and social events.

Electrical Supervisor, Design Electrical Construction, Inc.

1997 – 2005

Supervised electrical crews that performed complete electrical installation of commercial buildings. Handled distribution of payroll for electrical crew under my supervision.

Electrician, Roger Banks Electrical Contractor

1991 – 1997

Electrician for residential and light commercial contractor. Layout and design of custom upscale homes. Completed service changes and serviced electrical for pool and spa packages.

Chassler Holm, PX, BN



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LICENSEE DETAILS 4:54:30 PM 10/13/2023

Licensee Information

Name:	HOLM, CHASSLER (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Location:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN6901
Status:	Current,Active
Licensure Date:	08/01/2016
Expires:	11/30/2025

Special Qualifications

Qualification Effective	
Electrical Inspector	08/01/2016



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Licensee Information

Name:	HOLM, CHASSLER (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX4672
Status:	Current,Active
Licensure Date:	10/11/2021
Expires:	11/30/2025

Special Qualifications

Qualification Effective	
Electrical	10/11/2021

William Cedeno, PX, BN

Electrical Plans Examiner & Inspector



Mr. Cedeno has over ten (10) years of experience working as an Electrical Plans Examiner & Inspector. William works well in high-pressure environments; he is well organized and efficient. Experienced with installation and repair with electrical, electronic systems, and security systems. William can build strong working relationships and communications with all departments.

EDUCATION

University of Matanzas Cuba,
Accounting & Finance

University Central de Las Villas
Cuba, Automatic Engineer

STATE OF FLORIDA LICENSE

Electrical Plans Examiner
PX4335

Electrical Inspector
BN7817

Electrical Plans Examiner & Inspector, C.A.P. Government, Inc. 2021 – Present

Reviews plans to ensure that the plans meet building codes and requirements of the state, county, and city where the construction is taking place. Responsible for inspecting the installation of electrical systems and equipment to detect faulty wiring and ensure they comply with electrical codes and standards. Visits construction sites and residences, performs inspection, and makes recommendations for improvement.

EXPERIENCE

Systems Analyst & Network Specialist, Computer & Electrical Solution Service Corp.

2008 – 2019

Managed outside sales and support for contract clients. Analyzed user requirements, procedures and problems in order to improve existing computer system. Developed new systems to improve production and workflow as required. Responsibilities included problem detection and solving, fixing and reinstalling software and hardware, and maintaining the company network. Provided technical support to end-users in hardware/software proficiency. Installing Electrical System in residential and commercial follow regulations based on National Electrical Code. Design and Install Security System, such as Security Cameras, door smart locks, and motion sensors.

Electrician & Electronic Engineer, Unlimited Electrical Solutions 2014 – 2019

Installed Electrical System in residential, commercial and industrial. Worked with electrical switchgears and panels. Experienced with monophasic and 3 phase system in power distributions equipment.

Sales/Merchandiser, Coca Cola Company

2004 – 2019

Sales of Coca Cola Florida portfolio maintain account and open new business. Stocked and maintained product display with company standards. Fulfill customer service needs by communicating daily with them. Appropriate following up, and problem resolving. Maintains products in store rack, shelves and coolers. Manages backroom by organizing and consolidating.

WILLIAM CEDENO, PX, BN

William Cedeno, PX, BN



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LICENSEE DETAILS

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Licensee Information

Name:	CEDENO, WILLIAM (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN7817
Status:	Current,Active
Licensure Date:	09/06/2019
Expires:	11/30/2025

Special Qualifications

Special Qualifications	Qualification Effective
Electrical Inspector	09/06/2019
Mechanical	03/10/2023
Plumbing	08/07/2023



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LICENSEE DETAILS

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Licensee Information

Name:	CEDENO, WILLIAM (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX4335
Status:	Current,Active
Licensure Date:	09/06/2019
Expires:	11/30/2025

Special Qualifications

Special Qualifications	Qualification Effective
Electrical	09/06/2019
Mechanical	03/10/2023
Plumbing	09/12/2023

Paul Tharpe, PX, BN

Plumbing Plans Examiner



Mr. Tharpe has over thirty-six (36) years of experience as a master plumber, in service, installing and maintaining plumbing systems. Mr. Tharpe has a dedication to excellent work and customer satisfaction. Experience in installing and repairing residential and commercial projects. Bringing forth a proven track record full of successful completion of various plumbing projects, both small and large scale.

STATE OF FLORIDA LICENSE

Plumbing Plans Examiner
PX4666

Plumbing Inspector
BN8059

Plumbing Plans Examiner & Inspector, C.A.P. Government, Inc.

Responsible for closely inspection of mechanical, and other systems for commercial and residential sites, like appliances, boilers, elevators, gas and oil lines, and HVAC systems. Evaluate and approve or disapprove of the work done in accordance with local and state regulations. Examine and test new or existing plumbing systems in buildings to make sure they are installed. Reviews plans to ensure that the plans meet building codes and requirements of the state, county, and city where the construction is taking place.

EXPERIENCE

Admiral Plumbing Services
2014-2020

Master Plumber, EC Stokes Mechanical Contractors, Inc.
2009-2010

Master Plumber and Owner, Anthony Tharpe Plumbing, Inc.
1997

Journeyman Plumber, EC Stokes Mechanical Contractors Inc.
1996-1996

Journeyman Plumber, Palm Beach County School Board
1993-1996

Journeyman Plumber, HL Newman Plumbing
1993-1993

Journeyman Plumber, Poole and Kent Mechanical Contractors
1992-1993

Apprentice Plumber, EC Stokes Mechanical Contractors, Inc.
1988-1992

PAUL THARPE, PX, BN
PLUMBING PLANS EXAMINER

Paul Tharpe, PX, BN



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LICENSEE DETAILS 11:41:54 AM 1/17/2024

Licensee Information

Name:	THARPE, PAUL ANTHONY (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN8059
Status:	Current,Active
Licensure Date:	08/31/2020
Expires:	11/30/2025

Special Qualifications

Plumbing	08/31/2020
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LICENSEE DETAILS 11:43:10 AM 1/17/2024

Licensee Information

Name:	THARPE, PAUL ANTHONY (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX4666
Status:	Current,Active
Licensure Date:	10/04/2021
Expires:	11/30/2025

Special Qualifications

Plumbing	10/04/2021
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Anthony D'Auria, PX, BN

Plumbing & Mechanical Plans Examiner & Inspector



Mr. D'Auria has over forty (40) years of experience as a licensed and certified inspector and plans examiner, for the State of Florida. He has years of accomplished business, operations and project management experiences, both on the field and in the office. Inspecting and evaluating all types of commercial and residential multi-story, sanitary and storm systems, with water distribution systems, while clarifying and enforcing the Florida State Building Code.

EDUCATION

Master & Journeyman Plumber,
Gas Massachusetts State Board

Fitter, Fire Protection Licenses

Business Management and
Administration Classes

STATE OF FLORIDA LICENSE

Mechanical & Plumbing Plans
Examiner
PX4133

Mechanical & Plumbing Inspector
BN7353

Plumbing and Mechanical Plans Examiner & Inspector, C.A.P. Government, Inc.

2019 – Present

Responsible for closely inspection of mechanical, and other systems for commercial and residential sites, like appliances, boilers, elevators, gas and oil lines, and HVAC systems. Evaluate and approve or disapprove of the work done in accordance with local and state regulations. Examine and test new or existing plumbing systems in buildings to make sure they are installed. Reviews plans to ensure that the plans meet building codes and requirements of the state, county, and city where the construction is taking place.

EXPERIENCE

Assistant Vice President of Facilities, Florida Atlantic University

2011 - 2015

Responsibilities included facilities and engineering responsibility for five campuses totaling over six million square feet on 800 plus acres. Oversight of duties of Engineering and Utilities; Building Code Administration; Space Utilization; Building and Grounds; Facilities Planning; and Environmental Health Safety.

Plumbing Plans Examiner & Inspector, Hy-Byrd Inspections

2018 – 2019

Plan Review and Inspections for code compliance on commercial and residential projects. Reviewed blueprints and permits for accuracy with the Florida Building Code. Inspected all aspects of underground, top-out, and finish work for plumbing, accessibility, energy conservation and gas codes.

Plumbing Plans Examiner & Inspector, City of Boca Raton

2016 – 2019

Met with plumbing contractors, GC's, owners, architects, engineers, etc. to review blueprints and permits for accuracy. Identified any health and safety violations. Completed detailed list of code violations as required, per job site permit.

Anthony D'Auria, PX, BN



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LICENSEE DETAILS 10:36:10 AM 12/15/2023

Licensee Information

Name:	DAURIA, ANTHONY ALBINO (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN7353
Status:	Current,Active
Licensure Date:	03/05/2018
Expires:	11/30/2025

Special Qualifications

Plumbing	03/05/2018
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LICENSEE DETAILS 10:37:29 AM 12/15/2023

Licensee Information

Name:	DAURIA, ANTHONY ALBINO (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*

License Information

License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX4133
Status:	Current,Active
Licensure Date:	08/07/2018
Expires:	11/30/2025

Special Qualifications

Plumbing	08/07/2018
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Maria M. Roa

Permit Technician



Ms. Roa has over five (5) years of experience working as a Permit Technician.

EDUCATION

Permit Technician Training
Building Code & Plan
Interpretation and Florida
construction Laws & Rules
Training Contractors Institute

STATE OF FLORIDA LICENSE

ICC Permit Technician Certified
Certificate

State of Florida Notary

Permit Technician, C.A.P. Government, Inc.

2022 – Present

Responsibilities include receiving and distributing all incoming city permits, notarize and sort permits, assist individuals with permit applications, plan submittal, and processing.

EXPERIENCE

Medical Office Clerk, Advanced Women's Healthcare, Loxahatchee, FL.

2016 –2017

- Registration
- Insurance verification
- Answer phone
- Scan/copy/fax
- Fee collection
- Data entry
- Monthly/daily reports
- Credit card machine closeout
- Provide great customer service
- Translate

Medical Office Specialist, Healthcare Dist. Palm Beach County, Belle Glade, FL.

2014

- Registration
- Insurance verification
- Answer phone
- Scan/copy/fax
- Fee collection
- Data entry

Registration Specialist, Florida Dept. of Health, Belle Glade, FL.

2005– 2014

- Administrative, Medical, Lab Entry, and Record Assistant
- Switchboard Operator/ Client Registration
- Verify financial status and collect client's payments
- Submit monthly reports
- Record data in systems

MARIA M. ROA

Lucille Dunway Permit Technician



Ms. Dunaway has over seven (7) years of experience working as a Permit Technician. She is skilled in record management, scheduling, and customer communications

EDUCATION

High School Diploma
Glades Day School

STATE OF FLORIDA LICENSE

Permit Technician

Public Records Management

Notary Public

Permit Technician, C.A.P. Government, Inc.

2022 – Present

Responsibilities include receiving and distributing all incoming city permits, notarize and sort permits, assist individuals with permit applications, plan submittal, and processing.

EXPERIENCE

Permit Technician II, City of Belle Glade, Belle Glade, FL.

2018 – 2022

- Performed routine data entry or document management to ensure proper documents submitted with applications for permits.
- Customer Service in-person
- Responded to in-person and telephone requests for information from public, attorneys, and other involved parties.
- Intake of Construction Building Plans.
- Intake of Permit Applications.
- Stayed up to date on [State] laws and licensing requirements to complete accurate and efficient reviews.
- Scheduling of Inspections for Contractors/Homeowners.
- Issuing permits
- Filing closed permits
- Closing out permits in Energov
- Preparing and processing monthly and Quarterly reports for Property Appraiser and DBPR.

Customer Service Representative, Premiere Protection Services, Shawr KS.

2011– 2018

- Maintained customer satisfaction with forward-thinking strategie focused on addressing customer needs and resolving concerns.
- Answered customer telephone calls promptly to avoid on-hold w times.
- Answered constant flow of customer calls with minimal wait time
- Offered advice and assistance to customers, paying attention to special needs or wants.
- Responded to customer requests for products, services, and company information.
- Customer Retention on Services offered by the company.
- Kept records of customer interactions or transactions, recording details of inquiries, complaints, or comments.

LUCILLE DUNAWAY
PERMIT TECHNICIAN



SECTION 5
LITIGATION AND TERMINATIONS



cap government
A Bureau Veritas Company

Section 5: Litigation



C.A.P. Government, Inc. (CAP) has no litigation filed against our firm or key personnel in the past five (5) years.

CAP has never declared bankruptcy or reorganized under Chapter 11 or put into receivership.

CAP nor any of its principals have had any criminal violations or convictions.

CAP has not had any contracts for these services terminated for default, non-performance, or delay in the past five (5) years.



SECTION 6
COST DETAIL



cap government
A Bureau Veritas Company

**EXHIBIT H
SCHEDULE OF FEES**

POSITION	HOURLY RATE
Building Official	\$ 97.50
Inspector	\$ 82.50
Plans Reviewer	\$ 90.00
Permit Technician	\$ 45.00

VILLAGE OF NORTH PALM BEACH
RFP – BUILDING DEPARTMENT SERVICES
REQUIRED FORMS

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

Exhibit B INFORMATION STATEMENT

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration) C.A.P. Government, Inc.

Address: 343 Almeria Avenue

Village: Coral Gables, State: FL Zip: 33134

Telephone No. (305) 448-1711 FAX No. _____

Email: capenin@capfla.com

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

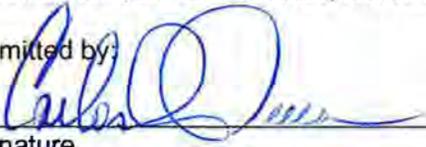
<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
<u>1</u>	<u>04/19/2024</u>	_____	_____
_____	_____	_____	_____

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. If this section does not apply to your bid, simply mark N/A

N/A

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the Village and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that the Village shall have no liability for respondent's indirect, incidental, consequential, special, or exemplary damages, expenses, or

lost profits arising out of this competitive solicitation process, including, but not limited to, public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings.

Submitted by: 

Signature

Carlos A. Penin, PE

Name (printed)

President

Title

04/03/2024

Date

EXHIBIT C

NONCOLLUSIVE AFFIDAVIT FORM

STATE OF FL

COUNTY OF Miami-Dade

Carlos A. Penin, PE, being first duly sworn deposes and says that:

1. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting the Proposal.
2. The Proposal is genuine and is not a collusive or sham Proposal.
3. Neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price in any other Proposer; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage in the proposed Contract.
4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Date: 04 / 25 / 2024

By Carlos A. Penin, PE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Carlos A. Penin, an authorized representative of C.A.P. Government, Inc. well known to me and known to me to be the person(s) described in and who executed the foregoing instrument and have acknowledged before me that they executed the same. WITNESS my hand and official seal in the County and State last aforesaid this 25th day of April, 2023. 2024



Monica de Castro
 Notary Public - State of Florida at Large
 (Printed, typed or stamped commissioned name of notary public)

EXHIBIT D

DRUG-FREE WORK PLACE CERTIFICATION

The undersigned Contractor, in accordance with Section 287.087, Florida Statutes, hereby certifies that

C.A.P. Government, Inc. does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.



Proposer's Signature

04/25/2024

Date



EXHIBIT E

**SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES**

This sworn statement is submitted to the Village of North Palm Beach, Florida

by Carlos A. Penin, PE, President
(print individual's name and title)
for C.A.P. Government, Inc.
(print name of entity submitting sworn statement)

whose business address is 343 Almeria Avenue, Coral Gables, FL 33134

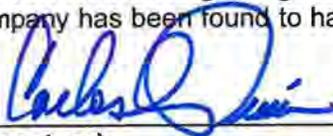
and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0121594

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:
 - A. Does not participate in the boycott of Israel; and
 - B. Is not on the Scrutinized Companies that Boycott Israel List.

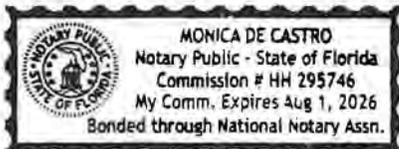
Section 287.135, Florida Statutes, prohibits the Village from contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

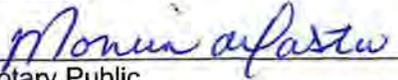
As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.



(Signature)

The foregoing document was sworn and subscribed before me this 25th day of April 2024 by Carlos A. Penin, PE, who is personally known to me or produced _____ as identification.





Notary Public
My Commission Expires: 08/01/2026

EXHIBIT F
PUBLIC ENTITY CRIMES FORM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to Village of North Palm Beach
(Print name of the public entity)

By **Carlos A. Penin, PE**
(Print individual's name and title)

for **C.A.P. Government, Inc.**
(Print name of entity submitting sworn statement)

Whose business address is **343 Almeria Avenue, Coral Gables, FL. 33134**

and (if applicable) its Federal Employer Identification Number (FEIN) is **65-0121594**
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, no jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - 4-1. A predecessor or successor of a person convicted of a public entity crime:
or
 - 4-2. Any entity under the control of any natural person who is active in the management of the entity and who ~~has been convicted~~ of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in the State of Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposal applies to Proposals on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.
6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (indicate which statement applies)

Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officer's directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one of more of its officer's directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

State of Florida
County of Miami-Dade

The foregoing instrument was acknowledged before me this 25th day of April, 2023 by Carlos A. Penin, 2024
of _____, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.

Monica De Castro
NOTARY PUBLIC



Monica De Castro
(Name of Notary Public: Print, Stamp, or type as Commissioned)

EXHIBIT G REFERENCES

PROPOSER REFERENCES	
<p>Please submit a minimum of five references in detail; give client references who have been clients (of the Proposer) for at least one year (preferably municipal governments or other governmental agencies of similar size in Florida where your company has provided same and similar services Building Official, Building Inspector, Plans Reviewer, Building Codes and Permitting Services). The Village may contact some of the Proposer’s current and former clients, both supplied by the Proposer and independently derived, to request that they validate the qualifications of the Proposer and the accuracy of the claims made by the Proposer in its Proposal, and that they assess the Proposal’s ability to perform the types, level and quality of services that the Village desires. All references contacted will be asked to rate those aspects of the Proposal’s performance on a scale from 0 – 5: zero (0) being poor and (5) being excellent.</p> <p style="margin-left: 40px;">Excellent: Frequently exceeds client reference’s specifications/requirements</p> <p style="margin-left: 40px;">Good: Meets client reference’s specification/requirements.</p> <p style="margin-left: 40px;">Poor: Frequently does not meet client reference’s specifications / requirements</p>	
1. CUSTOMER NAME:	Village of Wellington
CUSTOMER LOCATION:	12300 Forest Hill Boulevard, Wellington, FL 33141
POPULATION, if Government:	61,637
CUSTOMER CONTACT PERSON :	Mr. Jacek Tomasik
CUSTOMER PHONE NUMBER:	561-753-2541
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	jtomasik@wellingtonfl.gov
PROJECT DESCRIPTION:	Building Department Services
2. CUSTOMER NAME:	Palm Beach County
CUSTOMER LOCATION:	[Redacted] Rd. West Palm Beach, FL 33411
POPULATION, if Government:	Delray Beach [Redacted]
CUSTOMER CONTACT PERSON :	Doug Wise, CBO, CFM, MCP
CUSTOMER PHONE NUMBER:	561-233-5192
CUSTOMER CONTACT FAX:	561-233-5020
CUSTOMER CONTACT E-MAIL:	dwise@pbcgov.org
PROJECT DESCRIPTION:	Building inspection, plan review and permit technician services to the Planning, Zoning, and Building Department.
3. CUSTOMER NAME:	City of Aventura
CUSTOMER LOCATION:	19200 W Country Club Drive, Aventura, FL 33180
POPULATION, if Government:	40,242

CUSTOMER CONTACT PERSON :	Mr. Ronald J. Wasson
CUSTOMER PHONE NUMBER:	305-466-8910
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	rwasson@cityofaventura.com
PROJECT DESCRIPTION:	Full Building Department Services
4. CUSTOMER NAME:	City of South Bay
CUSTOMER LOCATION:	335 SW 2nd Ave., South Bay, FL 33493
POPULATION, if Government:	4.86K
CUSTOMER CONTACT PERSON :	Mr. Leondrae Camel
CUSTOMER PHONE NUMBER:	561.996.6751
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	camel@southbaycity.com
PROJECT DESCRIPTION:	Full Building Department Services
5. CUSTOMER NAME:	City of Weston
CUSTOMER LOCATION:	17200 Royal Palm Boulevard, Weston, FL 33326
POPULATION, if Government:	
CUSTOMER CONTACT PERSON :	Mr. Donald P. Decker
CUSTOMER PHONE NUMBER:	954-385-2000
CUSTOMER CONTACT FAX:	
CUSTOMER CONTACT E-MAIL:	ddecker@westonfl.org
PROJECT DESCRIPTION:	Full Building Department Services



capfla.com



Request for Proposals

BUILDING DEPARTMENT SERVICES



Grounded in Excellence



REQUEST FOR PROPOSALS

BUILDING DEPARTMENT SERVICES

GFA International, Inc. dba Universal Engineering Sciences

Authorized Representative

Tom Montano, PE

3921 Westgate Ave

West Palm Beach, FL 33409

(772) 924-3575

* Principal place of business/legal entity information is the same as above.

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Date: April 26, 2024

Attention: Village of North Palm Beach
501 US Highway One
North Palm Beach, FL 33408

Reference: Request for Proposals Building Department Services

Dear Mr. Wood and Committee Members:

GFA International, Inc., (GFA) dba Universal Engineering Sciences (UES) truly appreciates the opportunity to present our services and experience in response to Request for Proposals Building Department Services. We have a firm understanding of the scope outlined within and are confident that our capabilities and experience position UES as the ideal firm to execute said scope.

Our team comprehends the Village of North Palm Beach's need for Building Department Services, including building official, building inspections, and plans reviewer scopes. We have extensive experience in delivering these services.

Our firm's reputation is built on consistency, quality, and delivering projects on time and within budget. As an established firm, we prioritize quality control, quality assurance, and cost-effective solutions. Our quality assurance process involves a comprehensive review of all deliverables by an expert at UES who is not directly involved in the project team.

UES is renowned for unparalleled client service, offering a team of experts capable of handling a wide array of assignments. We are dedicated to providing the Village with innovative technical solutions and exceptional client service for every project. Under this contract, we hold our staff to high standards, ensuring the Village receives outstanding service. At UES, we are committed to fostering long-term relationships based on trust, respect, and teamwork. We eagerly anticipate the opportunity to serve the Village.

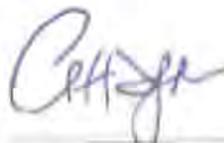
Our Principals have thoroughly reviewed and understood this RFP, its related documents, and the anticipated scope of work. **This Request for Proposal package has been made without collusion with any other person or entity submitting a proposal pursuant to this RFP.** UES attests that the information provided in this RFP response is complete, current, and factual. **This proposal remains in effect for sixty days.**

Respectfully submitted,

GFA International, Inc., dba Universal Engineering Sciences



Tom Montano, PE
Authorized Representative/Branch Manager
(772) 924-3575
tmontano@teamues.com
3921 Westgate Ave
West Palm Beach, FL 33409



Paul H. Danforth, PE, SI
Regional Vice President
(772) 924-3575
pdanforth@teamues.com
3921 Westgate Ave
West Palm Beach, FL 33409

EXHIBIT A PROPOSER CHECKLIST

Note:

- 1) This Exhibit must be included in RFP immediately after the Letter of Transmittal.
- 2) RFP Package must be put together in the order set forth in this checklist.
- 3) Any supplemental materials must appear after those listed below and be tabbed "Additional RFP Information"

<u> X </u>	Title Page
<u> X </u>	Table of Contents
<u> X </u>	Letter of Transmittal
<u> X </u>	Copy of this Checklist (Exhibit A)
<u> X </u>	Introduction Letter
<u> X </u>	Approach to Scope of Services
<u> X </u>	Work Experience
<u> X </u>	Key Staff Experience and Qualifications
<u> X </u>	Litigation and/or Terminations
<u> X </u>	Cost Details

FORMS

<u> X </u>	Proof of Licenses
<u> X </u>	Information Statement (Exhibit B)
<u> X </u>	Noncollusive Affidavit (Exhibit C)
<u> X </u>	Drug Free Workplace form (Exhibit D)
<u> X </u>	Scrutinized Companies Certification (Exhibit E)
<u> X </u>	Public Entity Crimes Form (Exhibit F)
<u> X </u>	Reference Form (Exhibit G)
<u> X </u>	Fee Schedule (Exhibit H)

SECTION 1

INTRODUCTION LETTER

Date: April 26, 2024

Attention: Village of North Palm Beach
501 US Highway One
North Palm Beach, FL 33408

Reference: Request for Proposals Building Department Services

Dear Mr. Wood and Committee Members:

GFA International, Inc., (GFA) dba Universal Engineering Sciences (UES) truly appreciates the opportunity to present our services and experience in response to Request for Proposals Building Department Services. We have a firm understanding of the scope outlined within and are confident that our capabilities and experience position UES as the ideal firm to execute said scope. We have served the Village of North Palm Beach clientele in a variety of ways for many years, and we are eager to build upon our relationship in support of the Village needs and vision.

In early 2020, GFA International, Inc. (GFA) and Universal Engineering Sciences, Inc. strategically merged, forming the UES Family of Companies—the largest, most experienced, resource-rich organization of its kind in the nation. This union has grown to include more than 12 other companies across the nation, from the Carolinas to California.

It is important to note that the leadership, personnel, and most importantly, the exemplary service typical of all companies included in the Universal Family of Companies remains unchanged. That being said, the increase in fleet, personnel, and technology will significantly benefit all clients associated with UES.

UES has over 86 fully operational and fully-staffed branches spanning the U.S., with 19 located in Florida. These strategically situated offices meet our clients' needs by providing local expert knowledge and solutions unique to the region. The wide distribution of our resources also means that we are able to rapidly respond to our clients and immediately allocate equipment and manpower.

Each office is staffed with dedicated professionals who are familiar with the region's geographic conditions, state, county, and city regulations, and who have developed strong working relationships with local specialized subconsultants and vendors.

Our team has decades of experience providing expert plans reviews for clientele and complex projects of all sizes, including municipalities similar to the Village of North Palm Beach. **UES currently serves St. Lucie County and the City of West Palm Beach providing similar services under a continuing contract on an as-needed basis.** Our team's technical expertise, our specialized training, fleet of equipment, and wide scope of capabilities has assisted our clients in finding solutions to difficult and intricate challenges on various projects.

Our mission is to provide the Village of North Palm Beach with cost-effective, efficient, and accurate Inspection Services. Integrity is the keystone of our business relationship with all of our clients.

We understand that the selected firms must be appropriately qualified, licensed, and be an experienced vendor fully capable of providing review of building, plumbing, electrical, mechanical, gas, and structural plans in accordance with the requirements of all applicable codes and ordinances.

When you work with UES, you'll be interacting with industry professionals who pride themselves on the highest level of integrity, dependability, ethics, and quality of work who are also exceptionally innovative, dynamic, and responsive. We want our clients to think of UES as an extension of their organizations and their trusted advisors.

AUTHORIZED REPRESENTATIVES/VENDOR SERVICE REPRESENTATIVES

Tom Montano, PE
Branch Manager
3921 Westgate Ave
West Palm Beach, FL 33409
P: (772) 924-3575
tmontano@teamues.com

Matthew Chaney, BN
Building Inspections Dept. Manager
3921 Westgate Ave
West Palm Beach, FL 33409
P: (772) 924-3575
mchaney@teamues.com

Matthew Chaney, BN will serve as Project Manager for this contract. He will assign personnel as projects are awarded and will oversee each project personally. Matthew will be involved in ensuring reviews are performed according to the scope of services and in developing the budget for each.

Our West Palm Beach office has a network of support from our other South Florida offices, including Port St. Lucie, Miami, Clewiston, and Delray Beach.

Our Principals have thoroughly reviewed and understood this RFP, its related documents, and the anticipated scope of work. This Request for Proposal package has been made without collusion with any other person or entity submitting a proposal pursuant to this RFP. UES attests that the information provided in this RFP response is complete, current, and factual. This proposal remains in effect for sixty days.

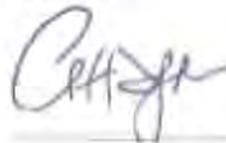
Our team is ready to serve as an extension of your staff, and we will represent the Village of North Palm Beach in the best possible way. UES' reputation, facilities, and culture attract some of the industry's most experienced and knowledgeable professionals. Many of our staff have been with the company for 10 years or more. An unmistakable passion for excellence is ever-present, as is a camaraderie and eagerness to teach, learn, and contribute to our clients' success.

On behalf of our entire team, we would like to thank you for this opportunity, your time, and consideration. We look forward to working with the Village of North Palm Beach and providing reliable plan reviews and inspections throughout this contract and beyond. If you need to contact us for any reason, please feel free to contact the undersigned.

Respectfully,
GFA International, Inc., dba Universal Engineering Sciences



Tom Montano, PE
Authorized Representative/Branch Manager
(772) 924-3575
tmontano@teamues.com
3921 Westgate Ave
West Palm Beach, FL 33409



Paul H. Danforth, PE, SI
Regional Vice President
(772) 924-3575
pdanforth@teamues.com
3921 Westgate Ave
West Palm Beach, FL 33409

CORPORATE CHARTER REGISTRATION



DIVISION of
SUNBIZ.ORG CORPORATIONS
an official State of Florida website

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DELRAY, FL 33444

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State of Florida Department of State

I certify from the records of this office that GFA INTERNATIONAL, INC. is a corporation organized under the laws of the State of Florida, filed on October 20, 1998.

The document number of this corporation is P98000089761.

I further certify that said corporation has paid all fees due this office through December 31, 2024, that its most recent annual report/uniform business report was filed on February 19, 2024, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Nineteenth day of February,
2024*




Secretary of State

Tracking Number: 1871261630CC

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

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

SECTION 2

APPROACH TO THE SCOPE OF SERVICES

ORGANIZATIONAL BACKGROUND

UNDERSTANDING OUR GROWTH

Founded in 1988, GFA International, Inc. (GFA) is a full-service Engineering and Geological consulting organization providing Building Code Inspection Services, as well as Environmental, Geotechnical, Construction Materials Testing, Threshold and Special Inspections, and Private Provider services, across a broad spectrum of industries.

In early 2020, GFA merged with Universal Engineering Sciences and additional leading engineering firms. This combination of likeminded firms - complementary in professional services, core values, and customer service-centric views - formed the UES family of companies — the largest, most experienced, resource-rich organization of its kind in the U.S.

The success of this union was based on many key factors, one of which was geographic location. For over 57 years, UES has successfully built our state-wide reputation for superior service, trustworthy business management, and strict attention to health, safety and innovative engineering. Regardless of the scale of the project, UES will develop a practical approach to successfully achieve your goals – on schedule and within budget.

Beyond our personnel, UES owns and operates one of the largest fleets of specialized vehicles and drill rigs in the southeast. These resources are strategically located at our offices throughout the eastern United States and can be rapidly deployed to any location within our operational area usually the same day.

LOCAL EXPERTISE

With 19 locations throughout Florida, UES is capable of performing services for a range of clientele and locations.

Our West Palm Beach (WPB) branch is located at 3921 Westgate Ave, West Palm Beach, FL 33409.

The WPB office is 11 miles (driving distance) from the Village Hall and will provide primary project management for this contract.

The branch includes a staff of 75, including dedicated professionals familiar with the region’s geographic conditions and state, county, and city regulations.

Our South Florida locations boast immensely qualified staff, including a Lead Special Inspector with more than three decades of experience, as well as:

- 9 Florida Registered Professional Engineers
- 7 Engineering Interns
- 3 Special Inspectors for Threshold Buildings
- 5 Florida Licensed Building Officials
- 3 ICC Master Code Professionals
- 11 Florida Licensed Plan Reviewers
- 23 Florida Licensed Building Inspectors

UES personnel are familiar with local conditions and practices within the immediate service area. Having performed myriad efforts in South Florida, including West Palm Beach, our professionals offer detailed, up-to-date knowledge of the practices needed to assist the Village on future projects.

Our West Palm Beach office also benefits from a network of support via our additional South Florida locations, including Port St. Lucie, Fort Myers, Delray Beach, Naples, Miami, and Clewiston.



PROJECT APPROACH

UNDERSTANDING OF SCOPE

UES is well-versed in the Florida statutory code compliance nuances and has over 20 years of experience conducting private provider code compliance services and city/county building department services.

With a growing demand for construction plan review and inspection services, UES has become the most reliable, cost-effective resource for government extension assistance. We focus on assisting our clients in improving their service to the community while simultaneously reducing their business costs.

Our staff is certified to meet all the requirements of Florida Statute Chapters 468 Part XIII, 471, 481, and 633, Florida Building Code and any other applicable Chapters of the The Villages Building Department's codes and ordinances.

Our qualified, capable staff consists of multi-certified professionals valued for their experience, professional knowledge, and desire to surpass clients' expectations.

With a rising demand for building permitting and inspection services, we have become a dependable, customer service-driven resource. For this contract, UES will provide personnel to perform Building Inspections, Plan Reviews, Fire Inspections, and Building Official scopes of work.

As we have performed as-needed plan review support for the Villages Building Department, we are uniquely familiar with Department workflows. It is our understanding that the Villages seeks professional, licensed firms to perform services for:

- Florida Building Code compliant residential and/or commercial inspections in the principal building trades of building, electrical, plumbing, mechanical, energy conservation, and existing building
- Florida Building Code compliant residential and/or commercial remote plan reviews in

the principal building trades of building, MEP, energy conservation, and existing building.

- Florida Building Code Compliant Building Official services
- Permit technician services for permitting intake, processing, data entry, and customer service

UES will provide personnel to conduct Florida Building Code compliant residential and/or commercial inspections in the principal building trades of building, electrical, plumbing, mechanical, energy conservation, and existing building, Florida Building Code compliant residential and/or commercial remote plan reviews and Florida Building Code Compliant Building Official services.

WORKING KNOWLEDGE OF THE VILLAGE

UES recognizes that we are to supply personnel ("Assigned Employees") who shall provide a variety of expert consulting services to the Villages Building Office.

UES also recognizes that we are responsible for providing other Assigned Employees as requested by the Village from time to time and as reflected on a need-based requirement.

UES understands that all Assigned Employees are employees of our firm and are not, and will not be considered, employees of the Village. We will select employees that meet the Village's requirements noted herein and provide them for the Village's based on their qualifications, certifications, licenses, and experience as an Assigned Employee.

UES will notify any Assigned Employees they are not an employee of the Village for all purposes.

UES is obligated to be cost conscious in our attempts to ensure we meet the Village's needs. We respond to those needs without compromising the integrity of our work. We have developed an effective process of partnering with our clients such as the Town of Jupiter, Indian River County, Martin County, and the City of West Palm Beach.

Our mission is to communicate with our clients before and during the work to come to mutually agreeable terms. We intend to provide the Village with comfort in knowing that UES views cost management as a critical concern.

UES maintains full management control over the scheduling and quality of our work. Should a problem arise, we urge your representative to contact our Senior Management and/or Principals for immediate resolution.

UES staff members are professional in every way. We strive to blend seamlessly, representing the Village with professional, courteous service, and to become an asset to the Village Building Official and the Building Office. All staff will accept direction and instructions while performing their duties independently and professionally, with minimal supervision required.

UES provides exceptional service and we take pride in delivering outstanding services to our customers. The preceding process outlines the proposed approach to comply with the scope of services contained in this RFP.

CURRENT WORKLOAD OF PROJECT TEAM

We have determined that GFA dba UES has the available assets (personnel and equipment) to successfully perform the work under this contract. We do not anticipate our workload will affect our team's ability to achieve the Village's contract goals.

We further assert that personnel assigned to this project will come from existing resources and that only experienced and well-qualified personnel will perform our services.

The assigned staff will be available to begin the specified projects and continue the work as needed.

Our local office and key personnel will remain easily accessible at all times, and project representatives will be well informed of ongoing progress. Senior and staff professionals will visit the site regularly (during field activities) to verify the continuity of the work plan.

On the following pages, we have included our inspections team's current workload and their availability for this contract.

Current Workload - Inspections	Status (% Complete)
Alba Residences	0%
Apogee	20%
Avenir Charter School	0%
Boys & Girls Club	75%
Carreta	0%
Delray Trails- Private Provider	50%
FAU Canopies	75%
FAU Roof 51, 52, &53	75%
Indian River County Building Department Municipal Support	Continuous
Lamborghini	75%
Lost Tree Private Provider	50%
Martin County Building Department Municipal Support	Continuous
Mint Car Wash	50%
Nora Development	20%
Oculus	80%
Ritz Carlton	5%
Royal Poinciana South Phase III	95%
Seville Clubhouse	70%
TD Bank Gateway Plaza	90%
The Mason Vero Beach	95%
Three Lakes	20%
Tortoise One	99%
Town of Jupiter	Continuous
Town of Orchid	Continuous
Town of Palm Beach	Continuous
Tradition Tower	50%
Treasure Coast Food Bank	5%
Villa Vizcaya Apartments	75%

Role	Project Team Member	% Availability
<i>Branch Manager/Principal in Charge</i>	Thomas Montano, PE	50%
<i>Project Manager</i>	Matthew R. Chaney, BN	80%
<i>Plans Reviewer</i>	▪ Michael Keenan, CBO, BN, PX	100%
	▪ Derek Wiechmann, PG, CBO, BN, PX, ICC-BO	100%
<i>Building Official</i>	▪ Michael Keenan, CBO, BN, PX	85%
	▪ Derek Wiechmann, PG, CBO, BN, PX, ICC-BO	85%
<i>Building Inspector</i>	▪ Matthew R. Chaney, BN	80%
	▪ Michael Keenan, CBO, BN, PX	85%
	▪ Derek Wiechmann, PG, CBO, BN, PX, ICC-BO	85%
	▪ Timothy Rowe, BN	100%
	▪ Vincent Ferri, BN	100%
	▪ Juan Hernandez, PE	100%

PROPOSER RESOURCES AVAILABLE TO MEET VILLAGE NEEDS

Our staff has the necessary training, education, tools, and equipment to perform the services under this contract, including (but not limited to) professional uniforms logoed as desired by the Village.

UES' professional consist of state-licensed plan examiners, engineers and architects, and certified inspectors and building officials. Our Building Inspection Department (BID) staff of qualified professionals and inspectors can quickly become an extension of your team by seamlessly integrating themselves into your workflow.

The Village may rely on them to increase permitting and construction manageability and to handle the complexities of code compliance.

In this era of evolving state-wide Florida Building Code, it is critical to have inspectors and plan reviewers knowledgeable about the latest regulatory statutes.

Our team's experience and ability to respond to needs by staff and resources results in much more fiscally-lean and efficient tasks. Our robust staff includes:

- Professional engineers and architects
- Building officials/building code administrators
- Fire safety inspectors
- Licensed plans examiners and inspectors

STATEMENT OF SERVICES/TASKS TO BE PERFORMED

As noted, UES will provide personnel to conduct the following services:

- Florida Building Code compliant residential and/or commercial inspections in the principal building trades of building, electrical, plumbing, mechanical, energy conservation, and existing building
- Florida Building Code compliant residential and/or commercial remote plan reviews (in the principal building trades of building, MEP, energy conservation, and existing buildings)

- Florida Building Code Compliant Building Official services

BUILDING OFFICIAL SERVICES

We understand that we will be providing Building Official Services for the Village, including on an as-needed basis. All of our Building Officials are certified through the State of Florida as Building Code Administrators. Many hold several additional certifications.

Building Official duties include:

- Plan review (Commercial & Residential), building inspections (Commercial & Residential), and supervising the activities of the Building Department
- Conduct, coordinate, and perform all inspections and plan review duties in the following disciplines: building, residential, existing building, mechanical, electrical, plumbing
- Apply knowledge of Florida Building Code, government policies, and office procedures to the day-to-day functions of the Building Department
- Provide support and guidance for administrative staff questions.
- Provide technical assistance to field inspectors in all matters relating to building
- Communicate official programs, policies, and procedures to general public
- Perform in-field inspections
- Process paperwork for Building Code issues.
- Site plan research regarding new developments
- Attend staff, commission, and professional organization meetings
- Inspection Credentials:
 - Master Code Professional (International Code Council)
 - Certified Building Official (International Code Council)

UES can provide the following Building Code services:

- Inspection and Plan Review Services
- Fire Inspections

Committed Staff: Building Official Services

Michael Keenan, CBO, BN, PX

Derek Wiechmann, PG, CBO, PX, BN, ICC-BO

REMOTE PLANS EXAMINERS (BUILDING, ELECTRICAL, MECHANICAL AND PLUMBING)

UES’ Plans Examiners will provide technical plan reviews per the Florida Building Code (FBC) and other federal, state, and local laws, rules, regulations, directives, codes, and ordinances.

Each plans examiner is well-recognized in their field of expertise and is required to maintain their license with the state of Florida in compliance with Florida Statute 468 XII.

Upon receiving a Plan Review assignment, UES’ Plans Examiners will review construction documents for compliance with adopted codes and standards. After completing each review, the plans examiner shall approve or reject the proposed work for specific code deficiencies. All examinations will be recorded in the County computer system.

Comments from each Plan Review will be compiled and formatted into a clear, concise document. All deficiencies identified shall reference the sheet number and include the proper code citations required by Florida Statutes. The Village staff will receive review comments. These documents and a summary sheet shall be attached to all billing statements.

Plans examiners shall also meet with and assist design professionals, contractors, and homeowners to answer questions about the code and its intent.

In addition, plans examiners can provide plan reviews for clients with schedule constraints or an aggressive schedule at the discretion of the Building Official.

Committed Staff: Plans Review

Michael Keenan, CBO, BN, PX

Derek Wiechmann, PG, CBO, PX, BN, ICC-BO

INSPECTORS (BUILDING, ELECTRICAL, MECHANICAL, AND PLUMBING)

UES’ highly trained and certified inspectors have provided construction inspection services for many complex, high-profile projects.

All UES inspectors are well-respected in their field of expertise and must maintain their license with the state of Florida per Florida Statute 468 XII.

Once a UES inspector is approved by the Village and given an assignment, they will report for work and be available to perform inspection service duties during regular business hours or as needed. UES’ approved personnel will report to the Village Building Official or their designee. UES shall not change them without the Village’s prior written consent.

Upon inspection assignments, UES Inspectors will provide residential and commercial inspections for compliance with the Florida Building Code, State Statutes, and local codes and ordinances.

Inspection services will include new and existing permitted residential and commercial construction within the Village. They will provide written comments if found non-compliant with applicable codes and regulations. UES’ inspectors will provide written inspection reports using inspection forms and log daily inspection results and hours worked in a permitting tracking system.

All deficiencies identified shall include proper code citations as required by Florida Statutes. UES’ certified staff will contact contractors, architects, engineers, and citizens about construction projects, code questions, and other concerns.

As noted, UES inspectors utilize late-model vehicles equipped with a mobile computing

solution and the latest upgrades.

This setup provides staff with enhanced communication abilities. The mobile system allows the inspector to provide accurate time inspection results and other documents in the field. In addition, every employee has a smartphone. The cell phone numbers are shared with our municipal partners and customers.

UES inspectors understand the importance of keeping clear and concise documentation of all inspections. They write correction notices, hold office hours, answer phone calls, and respond to inquiries from the field as needed by the jurisdiction. Our staff will provide the same level of service as if they were members of your own jurisdiction's staff.

Below is a summary representative of the tasks that will be performed within this scope of the contract with the Village. This list is not necessarily all-inclusive.

- Coordinate and perform assigned fire safety plan review operations in support of departmental goals and objectives; coordinates activities with other departments and agencies as needed.
- Investigate complaints of fire safety hazards which are reported.
- Report violations, issues and explains notices of non-compliance for violations and hazardous conditions.
- Receive and review drawings and plan applications for fire system permits to ensure code compliance.
- Conduct research and utilize available references to evaluate Fire Code issues.
- Interpret legal requirements and recommend compliance procedures to contractors, craft workers, and owners.
- Provide assistance regarding specific matters within identified areas of expertise; develop guidelines and handouts to improve completeness of drawing submittals for plans review.
- Perform final new construction fire inspections of work upon completion; sign permit providing final approval of work ensuring structures and property are safe to inhabit.
- Perform a variety of critical record keeping duties; manages and maintains department record keeping and filing systems relevant materials appropriate to assigned unit; provides written documentation of all duties performed.
- Analytically and objectively inspect new and existing structures and facilities for compliance with all Federal, State and local Fire and Life Safety codes.
- Analytically and objectively investigate fire scenes; ability to prepare clear and detailed reports based on results.
- Analytically and objectively review and evaluate construction drawings and plan applications for fire safety to ensure code compliance with all Federal, State and local Fire and Life Safety codes.
- Provide plans review oversight and recommend/develop modifications as necessary to ensure overall project compliance with applicable codes and regulatory standards.
- Utilize their considerable knowledge of pre-established City, County and State policies and procedures applicable to the work.
- Establish and maintain effective working relations with all levels of management, employees, other departments, officials and the general public for dissemination of information and the enforcement of all local, State and Federal fire codes and regulations; skill in the principles and techniques of customer service skills.

INSPECTIONS AND RECORD KEEPING

Upon notification from the permit holder or representing agent, UES inspectors shall make or cause to make the inspections required by the Florida Building Code.

They shall either approve the portion of completed work or notify the permit holder or representing agent wherein the same fails to comply (by providing written notice of the violation of the code and/or corrections ordered).

UES will be responsible for producing and signing a fully completed inspection report form indicating whether the inspection passed or failed. UES will post this form at the project site.

UES will turn over a complete set of all assigned and completed inspections. UES will also maintain a copy of all project documents for seven years after project closeout.

Committed Staff: Building Inspections
Matthew Chaney, BN
Timothy Rowe, BN
Vincent Ferri, BN
Juan Hernandez, PE

SCHEDULING METHODOLOGY

We will develop reasonable schedules using standard scheduling techniques, including a project network with critical path layouts and milestone planning during project schedules. During the project’s performance, we will make real-time comparisons against the planned project schedule to monitor the project’s progress.

UES will monitor variances between the planned and actual schedule and investigate to determine if any issues are present.

If problems are encountered, we will initiate corrective actions. When these project cost and schedule issues are identified, the UES Primary contact will characterize the extent of the problem and devise contingency plans as appropriate, such as:

- Directing allocation of additional resources as necessary to accomplish work in a timely, cost-effective manner

- Analyzing the schedule logic for a change in the sequence of work elements to maintain milestone dates (i.e., expedite upcoming task schedules)
- Establishing new dates for task completions/ milestones after consultation with and approval by the County

These corrective actions will enable UES to meet established performance goals.

Our network of Florida offices also allows for rapid mobilization to project locations, minimizing travel time. All management and field personnel have smartphones allowing for frequent updates during critical work phases.

Immediate access to laptop PCs also provides for implementing last-minute work scope changes as necessary.

As thorough as this process is, UES never forgets that many of our clients require expedited services due to tight schedules, whether it is speed-to-market demands or site viability, UES will waste no time in providing the professional services necessary for you to make decisions based on our result.

PROPOSED INNOVATIVE CONCEPTS TO ENHANCE VALUE AND QUALITY OF SERVICES PERFORMED

VALUE METHODOLOGY APPLICABILITY

UES applies Value Methodology to improve monetary aspects and other critical factors such as productivity, quality, time, energy, environmental impact, and durability. This approach can be applied to virtually all areas to manage costs effectively.

During the contract, UES communicates potential areas for improvement with the client. UES’ appointed Building Officials may call upon our staff resources at any time to provide additional personnel for Plan Reviews and Inspections.

This approach enables us to respond to workload increases without adding full-time staff, resulting in significant savings for our clients.

TECHNOLOGICAL CAPABILITY

Our inspectors, plan reviewers, and building officials are all equipped with late-model vehicles (including a mobile computing solution outfitted with the latest hardware and software upgrades). This approach provides our team with enhanced communication abilities.

The mobile system allows inspectors to provide real-time inspection results and other documents in the field. Additionally, every employee is equipped with a smartphone. Contact numbers are shared with the client and the customers.

At the firm level, UES relies upon a licensed, proprietary, and comprehensive software system to successfully manage our daily operations and all aspects of a project.

At the top level, our company utilizes Microsoft Windows 10 on all PCs in conjunction with Office 365, Sophos Cyber Security, Fortinet Firewall and Ransomware, a secured VPN, and GoToMeeting.

However, at the center of our operations lies Deltek Vision. Vision is an established industry standard used extensively throughout the A/E/C community.

This software is our primary database capturing every project detail, such as the scope of work, duration, sub-consultants used, and direct personnel. It also houses all client-based information and allows for detailed report generation. Another essential function of Vision is billing. The bookkeeping capabilities of this component are made possible due to the massive amount of captured project and client information.

UES employs a full-time Application Business Analyst and Software Developer to ensure that all of these systems work seamlessly together.

ANY FAVORABLE COST CONTAINMENT APPROACHES OR ADDITIONAL OR ALTERNATIVE IDEAS THAT MAY BE SUCCESSFUL IF IMPLEMENTED BY THE VILLAGE

GFA provides the following cost containment approach: conducting plans reviews remotely, resulting in cost savings for the Village.

This approach would allow us to expedite work and prevent charging for travel time. Remote plans reviews would also enable our team to perform “overflow” inspections.

Thus, if a full day of inspections is not scheduled for the inspector, only time worked will be charged versus a minimum eight (8) hours.

SECTION 3

WORK EXPERIENCE

UES' WORK EXPERIENCE



MARTIN COUNTY

Martin County, Florida

UES is currently serving a continuing contract with Martin County, offering expertise in plan review and building inspections. Under this ongoing partnership, UES diligently reviews plans, conducts inspections, and provides valuable guidance to Martin County.

By upholding strict standards and fostering a culture of excellence, UES plays a vital role in the county's growth and development, ensuring that all building projects meet regulatory requirements and adhere to the highest industry standards. Timelines to date are being met.

SCOPE OF SERVICES:

- Plans Review
- Building Inspections

CLIENT:

Martin County, FL

CONTACT INFORMATION:

Andrew Bruhn
 Assistant Building Official
 2401 Southeast Monterey Road
 Stuart, FL 34966
 (772) 320-3070
 abruhn@martin.fl.us

COMPLETION DATE:

Ongoing (2019-present;
 piggyback from Town of
 Jupiter)

APPROX. UES FEE:

\$724,480.00 (JTD Billed)

KEY STAFF:

Tom Montano, PE
 Juan Hernandez, PE



INDIAN RIVER COUNTY

Indian River County, Florida

UES proudly continues to serve Indian River County through its municipal support contract. UES conducts plan reviews and building inspections, ensuring that every project in Indian River County meets and exceeds the highest industry standards. This longstanding partnership highlights UES’ commitment to the community’s safety, quality, and progress.

As the current contract holder, UES upholds its reputation as the go-to authority for plan review and building inspections, ensuring Indian River County’s infrastructure is in qualified hands. Timelines to date are being met.

SCOPE OF SERVICES:

- Plans Review
- Building Inspections

CLIENT:

Indian River County

CONTACT INFORMATION:

Scott McAdam - Building Official
 1801 27th Street, Bldg A
 Vero, Beach, FL 32960
 (772) 226-1268
 smcadam@ircgov.com

COMPLETION DATE:

Ongoing (2019-present)

APPROX. UES FEE:

\$930,085.00 (JTD Billed)

KEY STAFF:

Tom Montano, PE



TOWN OF JUPITER

Jupiter, Florida

UES currently serves the Town of Jupiter under a continuing contract for professional building inspections, plan review services, and permit technicians. With a dedicated team of experts, UES ensures seamless coordination and precision in every aspect of town-wide construction projects. Under this partnership, UES conducts building inspections, reviews plans, and provides experienced permit technicians to oversee all construction efforts within the town.

The Town of Jupiter benefits from UES' comprehensive expertise, guaranteeing that every project adheres to the highest industry standards and local regulations. UES professionals bring a wealth of knowledge, fostering a culture of safety, quality, and compliance. As the trusted partner for building inspections and permit services, UES plays a vital role in shaping Jupiter's landscape, ensuring that the town continues to thrive with structurally sound and compliant constructions. With UES at the helm, the Town of Jupiter can confidently pursue its development initiatives, knowing that its construction projects are in capable and reliable hands. Timelines to date are being met.

SCOPE OF SERVICES:

- Plans Review
- Building Inspections

CLIENT:

Town of Jupiter

CONTACT INFORMATION:

Roger Held - Building Official
 210 Military Trail
 Jupiter, FL 33458
 (561) 741-2669
rogerh@jupiter.fl.us

COMPLETION DATE:

Ongoing (July 2019-present)

APPROX. UES FEE:

\$1,668,383.75 (JTD Billed)

KEY STAFF:

Tom Montano, PE
 Juan Hernandez, PE

SECTION 4

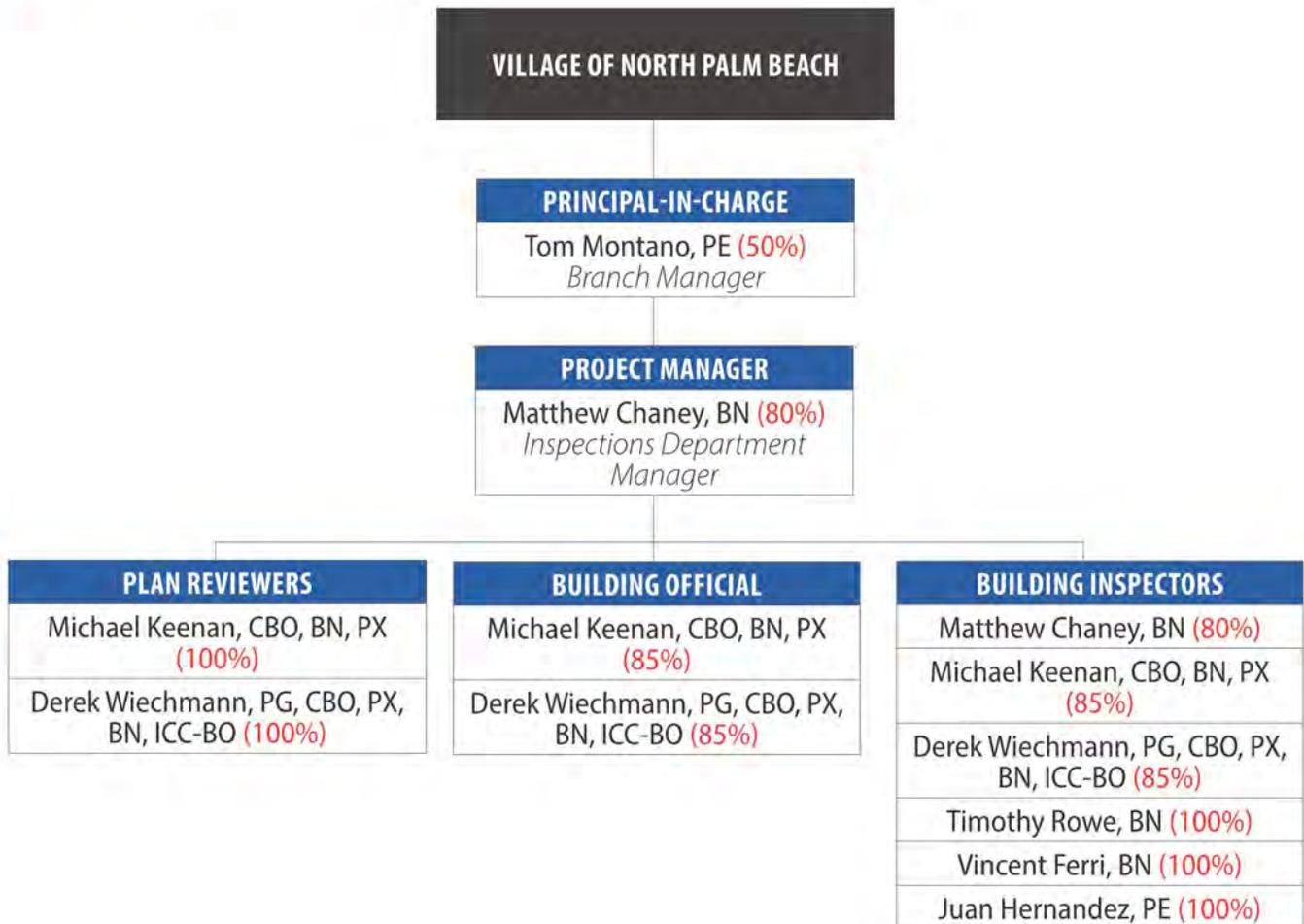
KEY STAFF EXPERIENCE AND QUALIFICATIONS

1. STAFFING LEVELS - OFFICE LOCATIONS

Office Location	Personnel
West Palm Beach, FL	23
Port St. Lucie, FL	92

2. ORGANIZATIONAL CHART

■ Staff Availability



3. KEY STAFF EXPERIENCE & QUALIFICATIONS



Education

BS, Civil Engineering,
Rensselaer Polytechnic
Institute

Years of Experience

13

Licenses

- Professional Engineer -
FL #84146

Tom Montano, PE

Branch Manager

Tom has over 13 years of experience in the construction industry. As UES' West Palm Beach Branch Manager, Tom is responsible for overseeing his staff and all the work that is performed from the branch office. He is involved in all aspects of the business, including client relations, project management, scheduling, and training. Tom's project management experience includes educational facilities, industrial facilities, port, aviation, commercial facilities, multi-story condominiums, and infrastructure projects.

PROJECT EXPERIENCE

Continuing Contract - Town of Jupiter, FL Jupiter, FL

UES is providing professional building inspections, plan review services and permit technicians for all town-wide construction projects. Tom serves as Branch Manager.

Continuing Contract - Martin County, FL Martin County, FL

UES is providing municipal support to Martin County during a continuing contract piggybacked from the Town of Jupiter. The scope includes professional building inspections, and plan review services. Tom serves as Branch Manager.

Continuing Contract - Indian River County, FL

Indian River County, FL

UES is providing municipal support to Indian River County during a continuing contract. The scope includes professional code compliance inspections. Tom serves as Branch Manager.

Roger Dean Chevrolet Stadium

Jupiter, FL

Prior to breaking ground in 1997, several current team members of UES (through Fraser Engineering) performed a preliminary geotechnical investigation on the site of Mecca Farms for a proposed spring training facility as well as performed post-vibro-

compaction verification testing during the construction.

After breaking ground in 1997, Roger Dean Chevrolet Stadium opened in 1998 hosting spring training for the St. Louis Cardinals and the Montreal Expos. In 2003, the Miami Marlins replaced the Expos and joined the Cardinals for spring Training.

In 2015, minor renovations to the stadium were performed by the Weitz Company.

In 2020, the two Miami Marlins dugouts at Field 2 were replaced by Gast Construction Group.

In 2021, a new batting tunnel for the St. Louis Cardinals was constructed by Gast Construction Group for Jupiter Stadium, Ltd.

Clover Park - NY Mets Spring Training Facility

Port St. Lucie, FL

This \$57 million modernization in 2019 included renovation and expansion of the main stadium, a new major league batting tunnel, and reconstruction of site infrastructure. UES provided geotechnical review, vibro-compaction monitoring and certification, helical anchor monitoring and certification, construction materials test for soil and concrete, threshold inspections, condition assessment of entire facility, asbestos survey, and moisture intrusion investigation.

FPL Corporate Office

Palm Beach Gardens, FL

A six story, 270,000 square foot office building with Monitoring w a 3-story parking garage on a 38 acre site. Our scope of services included Threshold Inspections and Construction Material Testing.

Palm Beach Gardens City Hall & Police Station Renovation

Palm Beach Gardens, FL

The project consisted of constructing 2-story attached additions to the existing City Hall building, an attached 1-story addition to the police department building, an attached 1-story addition to the fire department building, and a new detached 1-story Operations Center building. UES services included Geotechnical Engineering, Environmental Consulting, and Construction Materials Testing. Tom was responsible for overseeing all staff associated with the project, as well as ensuring all UES services were completed on time and in budget.

Jupiter Medical Center - Anderson Family Cancer Center

Jupiter, FL

This facility consisted of a 3-story medical expansion totaling approximately 76,000 sf. UES performed the geotechnical investigation for the proposed construction. UES provided recommendation on mass backfilling an existing lake to support the structure on conventional shallow footing foundations.

Jupiter Medical Center - Patient Tower and Neonatal Intensive Care Unit (NICU)

Jupiter, FL

This new Patient Care Tower and NICU stands 5-stories and spans 50,000sf. UES performed the geotechnical investigation for the proposed construction. Due to large foundation design loads and concerns for vibrations, a deep foundation system consisting of augered cast-in-place piles was recommended.

Azure Condominium

Palm Beach Gardens, FL

This project consisted of the new construction of two 5-story residential structures totaling approximately 575,000-SF. The building is constructed with a concrete structural frame, post-tension decks and in-fill masonry. The buildings are supported on conventional shallow footing foundations supported by soils improved by the vibro-compaction method. UES services included Geotechnical Engineering, Construction Materials Testing, Threshold Inspections, and Post Tensioned Cable Elongation Monitoring. Tom was responsible for overseeing all staff associated with the project, as well as ensuring all UES

services were completed on time and in budget.

Sandhill Crane Golf Club Training Facility

Palm Beach Gardens, FL

The project consisted of the expansion of the existing facility at the Sandhill Crane Golf Club to include a maintenance facility, cart barn, training center, associated ancillary structures, and expanded parking areas. UES services included Geotechnical Engineering and Construction Materials Testing. Tom was responsible for overseeing all staff associated with the project, as well as ensuring all UES services were completed on time and in budget.

Bent Creek Inspections/Plan Reviews

Fort Pierce, FL

Tom serves as Branch Manager during UES' services at the Bent Creek single-family home community in Fort Pierce. UES is conducting plans reviews and private provider inspections on behalf of Lennar Homes; the community includes over 100 units. The team is currently aiding the release of the first 30+ homes (part of phase 2).

Celebration Pointe Inspections/Plan Reviews

Fort Pierce, FL

Tom serves as Branch Manager during UES' services at the Celebration Pointe community in Fort Pierce. UES is conducting plans reviews and private provider inspections on behalf of LGI Homes; the development includes 70 single- and multi-family homes. UES is currently assisting the client with the next phase.

Mint Car Wash

West Palm Beach, FL

Tom serves as Branch Manager during this active contract. As consultant to Mint Eco Car Wash, UES is conducting private provider inspections for the property located at 1890 Palm Beach Lakes Boulevard.

Allure at Abacoa

Jupiter, FL

Tom performed CMT and threshold inspections for this apartment complex next to the Roger Dean Stadium.



Education

BS, Civil Engineering,
Florida Atlantic University

Years of Experience

8

Licenses

- Standard Inspector - BN
7342

Matthew R. Chaney, BN

Inspections Department Manager

Mr. Chaney is a licensed Standard Inspector with eight years of experience. He currently manages the Building Inspections Department for UES' West Palm Beach location. In this capacity, he oversees inspection teams and all inspections performed by the branch. In addition to his expertise in Building Inspections, Matthew is knowledgeable in geotechnical and structural engineering.

PROJECT EXPERIENCE

Continuing Contract - Town of Jupiter, FL

Jupiter, FL

UES is providing professional building inspections, plan review services and permit technicians for all town-wide construction projects. Matthew manages UES' Building Inspections Department for this contract.

Continuing Contract - Martin County, FL

Martin County, FL

UES is providing municipal support to Martin County during a continuing contract piggybacked from the Town of Jupiter. The scope includes professional building inspections, and plan review services. Matthew serves as UES' Building Inspections Department Manager.

Continuing Contract - Indian River County, FL

Indian River County, FL

UES is providing municipal support to Indian River County during a continuing contract. The scope includes professional code compliance inspections. Matthew manages UES' Building Inspections Department.

Jackie Robinson Training Center

Vero Beach, FL

Total renovations of two bathrooms, home and away dugouts, and press box for the existing championship field at the Jackie Robinson Training Facility, former home of the LA Dodgers spring training.

FPL Corporate Office

Palm Beach Gardens, FL

This project includes a six-story, 270,000 SF office building and a three story parking garage on 38 acres. UES' scope included Threshold Inspections and Construction Material Testing.

5000 N. Ocean

North Palm Beach, FL

As an Inspector for the construction of a 20-story condominium, Matthew was responsible for performing threshold inspections on multiple elements including reinforced masonry, post tension, concrete placement monitoring, red iron, and all other interior nonstructural inspections.

Alta Delray

Delray Beach, FL

As an Inspector for the new construction of seven four-story apartment buildings, Matthew was responsible for performing threshold inspections on multiple elements including reinforced masonry, post tension, concrete placement monitoring, wood frame, precast concrete, and all other interior nonstructural inspections.

The Waterclub

North Palm Beach, FL

As an Inspector for the new construction of two, 23-story condominiums, Matthew was responsible for performing threshold inspections on multiple elements.



Years of Experience

35

Licenses

- Standard Inspector - FL#BN6687
- Standard Plans Examiner - FL#PX3693
- Building Code Administrator - FL#BU2007
- Residential Plans Examiner - FL#RPX310
- Certified General Contractor - FL # CGC1515018

Michael Keenan

Building Inspector

Mr. Keenan has recently joined UES and brings extensive experience in residential and commercial new construction and remodeling projects, with a strong background in plan review and inspection across various disciplines including structural, mechanical, electrical, and plumbing. His expertise extends to a wide range of construction types, including residential, commercial, industrial, schools, fire department buildings, antenna towers, hotels, apartment buildings, marinas, fuel dispensing stations, retail spaces, assisted living facilities, parks and recreation areas, and water treatment facilities. Mr. Keenan also served as an acting building official, where he successfully implemented policy changes within the local government. Additionally, he played a pivotal role in facilitating an interlocal agreement that combined the inspection and plan review services of two municipalities.

PROJECT EXPERIENCE

Highland Beach

Highland Beach, FL

Mr. Keenan served as the Building Official for Highland Beach.

Hyatt Hotel

Boca Raton, FL

Mr. Keenan served as the structural inspector for this new construction.

Boca Raton Regional Hospital

Boca Raton, FL

Mr. Keenan served as the structural inspector.

Boca City Walk

Boca Raton, FL

Mr. Keenan served as the structural inspector.

Gumbo Limbo Nature Center

Boca Raton, FL

Mr. Keenan served as the structural inspector.

Valero Fuel Station

Boca Raton, FL

Mr. Keenan served as the structural inspector for this new construction effort.

McDonald's Restaurant

Boca Raton, FL

Mr. Keenan served as the structural inspector for this new construction effort.

Royal Palm Yacht Club

Boca Raton, FL

Mr. Keenan served as the structural inspector for this new construction effort.

Toll Brothers

Boca Raton, FL

Mr. Keenan served as the multi discipline inspector for communities built by the Toll Brothers.

2021-2023

Bureau Veritas

Various Locations - Florida

Mr. Keenan served as building inspector 3.

2015-2020

City of Boca Raton, FL

Mr. Keenan served as building inspector 3.



Years of Experience

30+

Licenses

- Professional Geologist - TN #5358
- Building Official - FL #BU1532 & ICC-CBO
- Standard Plans Examiner - FL #PX2699
- Standard Inspector - FL #BN4448

Certifications

- Certified Building Contractor - FL #CBC060504
- Backflow Preventer Testing & Inspection - TN (TN-TDEC #8440)
- Water Main Protection, Water Utilities, National - TN/AWWA

Past Employers

- Building Division Services, LLC
- City of Ocala, FL
- M.T. Causley of Tennessee
- Private Provider Services, LLC

Derek Wiechmann, PG, CBO, Plans Examiner - ICC

Building Official, Plans Examiner-All Trades, Professional Geologist

Derek Wiechmann has over 30 years of combined engineering and construction experience in civil and geotechnical engineering, geology, building official services, and plans examining.

PROJECT EXPERIENCE

Carreta

Juno Beach, FL

UES provided construction materials testing, Derek served as the plans examiner

Three Lakes

Stewart, FL

UES provided private provider services, Derek served as the plans examiner.

Mint Car Wash

Multiple Locations, FL

UES provided geotechnical engineering, construction materials testing, and plan review services at multiple locations throughout Florida. Derek served as the plans examiner.

10 Tarpon Way

Palm Beach, FL

Tarpon Island sits on roughly two acres and hit the market starting at \$218 million coming in at No. 3 on a list of the world's most expensive homes for sale in 2022. Plan review was completed on this project to expedite the permitting process.

Waterford Hospital & Healthcare Center

Juno Beach, FL

Mechanical, electrical, plumbing, and building plan review.

Marine Life Center

Juno Beach, FL

Plan review of specialty saltwater lift station, pumps, 3 phase and single phase electrical, intake pipes, total dynamic head review of pressure pipes and overall system, and plan review of specialty saltwater tanks for the sea turtle rehabilitation center.

Lakeland Airport Facilities

Lakeland, FL

Plan review and permitting of old additions to main building and helicopter service buildings, hydrology, other related drainage, and grading site work.

FPL, Florida Power and Light

Juno Beach, FL

Plan review of 3 phase electrical systems utilizing battery backup power and solar power panels for supplemental power for ongoing Florida Power & Light research and development of green systems.

The Ritz Carlton

Palm Beach Gardens, FL

Plan review and code consultation in all construction trades to help expedited plan review and permitting.

Marriott, Singer Island

Singer Island, FL

Plan review for 22 story high rise building constructed by Yates General Contractors.

Bob Grimes Contracting

Plant City, FL

Plan review and permitting of strawberry farming sites, industrial factory buildings, hydrology, other related drainage, and grading site work.

RMC Ewell Industries - Concrete Facilities

Lakeland, Tampa, and St. Petersburg, FL

Plan review and permitting of concrete manufacture facilities and personnel facilities, fuel and gas storage tank permitting, hydrology, other related drainage, and grading site work.

Conrad Yelvington

Multiple Locations, FL

Plan review and permitting for sand and rock mining processing plants, site work, fuel and gas storage tank permitting, hydrology, other related drainage, and grading site work.

IMC Agrico (Now known as Mosaic)

Mulberry, FL

Plan review for steel drag line boom reconstruction of over 300 foot long, steel detailing, and 3 phase electrical systems.

Mobile Mining

Mulberry, FL

Plan review for water and wastewater facilities, 3 phase electrical, pumps, and (VFD) Variable Frequency Drive controls.

Vulcan Materials Company

Multiple Facilities, FL

Plan review for sand and rock industrial facilities.

Monier Tile Manufacturers

Lakeland, FL

Plan review and permitting on manufacturing facilities, hydrology, other related drainage, and grading site work.

GRN Development

Lakeland, FL

Plan review and permitting on electrical manufacturing facilities, motor controls, pumps, hydrology, other related drainage, and grading site work.

Florida Citrus Oil Facilities

Lakeland and Tampa, FL

Plan review and permitting on civil, hydrology, building, electrical, mechanical, plumbing, industrial facilities for multiple companies, Mastertaste, INC., Givaudan Flavors Corporation, Sunpure Flavors, Sunpure Groves, now Kerry Group.



Years of Experience

30

Licenses

- Professional Engineer - FL #52659

Juan C. Hernandez, PE

Professional Engineer

Mr. Hernandez is a State of Florida registered professional engineer who specializes in Mechanical Engineering. He has over 30 years of experience in mechanical engineering, and serves in the code compliance division of UES' West Palm Beach location. He performs mechanical inspections for residential and commercial buildings to ensure compliance with applicable codes.

PROJECT EXPERIENCE

Town of Jupiter - Plan Review, Inspections, and Permit Technicians (Continuing Contract)

Jupiter, FL

Under UES' continuing contract with the Town of Jupiter to provide professional building inspections, plan review services and Permit Technicians for all town construction projects, Mr. Hernandez provides mechanical inspections on various residential and commercial structures on an as-needed basis.

City of Fort Pierce - Plan Review and Inspections (Continuing Contract)

Fort Pierce, FL

Mr. Hernandez serves as Mechanical Inspector for UES' continuing contract with the Town of Jupiter to provide professional building inspections, plan review services and Permit Technicians for all citywide construction projects. He provides mechanical inspections on various residential and commercial structures on an as-needed basis.

Village of Indiantown Building Code Administration (Continuing Contract)

Village of Indiantown, FL

UES has a continuing contract with the Village of Indiantown to provide complete Building Code Administration services. Specific services include Building Official, permitting and plan review, and building code inspections for all construction projects within the Village. Mr. Hernandez provides mechanical inspections on various residential and commercial structures as needed.

Additional Plan Review Projects:

- 2414 Florida Art Warehouse
- Blue Sky Phase 1 and 2
- Buildings 1, 2, 3, and 4
- Royal Poincienna Phase 1 and 2



Years of Experience

40

Licenses

- Standard Inspector - FL
#BN4350

Timothy Rowe, BN

Special Inspector

Timothy Rowe has 40 years of experience in general contracting, electrical and the mechanical industry. He is adept in handling the complexities of code compliance in a professional manner, with areas of expertise including quality assurance, building inspection, mechanical inspection, project management, and plans examination.

PROJECT EXPERIENCE

Lake Park Industrial

Lake Park, FL

Tim performed all structural inspections for this 160,000 sf industrial building. Tunnel form construction. Built by Miller Construction Company.

Westgate Art Storage

West Palm Beach, FL

Tim performed many structural inspections including masonry, steel construction, and conventional steel decks for this 50,000 sf art storage facility. Built by Brickel Group.

Villa Vizcaya Apartments

Port St. Lucie, FL

Villa Vizcaya Apartments consisted of (30) 2-story apartment buildings located in Port St Lucie. Tim has been involved in the Post Tension slab inspections, and wood frame buildings. Additionally he performed numerous Electrical and mechanical inspections.

Town of Jupiter

Jupiter, FL

Timothy was the Building Inspector for the Town of Jupiter. His responsibilities included building inspections to ensure compliance with the Town's codes and regulations.



Years of Experience

45

Licenses

- Standard Inspector - FL
#BN8622
- General Contractor - FL
#CGC1507647
- Plumbing Contractor - FL
#CFC1429303; CFC019078
- Real Estate Broker/
Principal Broker - FL
#BK383410

Vincent Ferri, BN

Inspector

Vincent is a Florida-licensed Standard Inspector serving UES' South Florida locations, with over 45 years of construction experience. In addition to his inspector's license, he also maintains licensing as a General Contractor and Plumbing Contractor. Vincent's expertise includes the execution of building plans, plumbing riser plans, and installation plans. He has also designed schematic and as-built drawings and supervised work teams. His additional experience as a licensed real estate broker, CEO, and president of construction firms has strengthened his business acumen, including his knowledge of estimating, permitting, and contract negotiations.

EMPLOYMENT HISTORY/PROJECT EXPERIENCE

Gulfview Construction & Plumbing(2015-2020)

Boynton Beach, FL

Vincent was responsible for building plan execution, and creating all plumbing riser and installation plans for permit approval. He also supervised all structural and plumbing installations, and led estimates, labor, billing, and accounting. Gulfview provides plumbing services for residential and commercial clientele. The firm's construction division focused on home additions and remodeling efforts, with emphasis on kitchens and baths. During Vincent's tenure, he supervised the rebuilding of water and fire supply main at Square One Center, in Jensen Beach, FL. He repaired large commercial meter installations including re-piping of water mains they served and their respective meter boxes. He also created as-built drawings of the water supply system for ownership.

Mountain Laurel Shoppes, LLC & Mountain Laurel Builders, Inc. (2005-2013)

Cashiers, NC

Vincent served as General Contractor and General Partner for this LLC group which purchased and renovated a 32,000 SF mixed use property with retail shops, restaurants and a motel complex.

The property earned the Village Historical Society Award presented by the Cashiers

Chamber of Commerce. Vincent was responsible for ground up renovations to the motel and support building, returning the motel to a functioning entity. During his tenure he rebuilt and expanded the community water system, lift stations, storm water system, parking lots and landscaping. He exercised complete control over the project, from permitting to completion.

Mountain Laurel Builders, Inc. (2005-2013)

Cashiers, NC

Vincent formed the company in late 2004 and secured a North Carolina state licensed (as a General Building Contractor) on February 10, 2005. He formed the company with the purpose of doing business in North Carolina.

Muirfield Realty & Investment, Inc., & Muirfield 1st Funding, Inc. (1993-2005)

Boynton Beach, FL

Vincent served as Principal Broker for both real estate and mortgage brokerage companies. He was responsible for ensuring compliance of files, disclosures, and recordkeeping for all government agencies. Vincent also set up all lines of financing for conventional, jumbo, and B&C residential loans as well as commercial and hard money lending. Additionally, he hired and supervised the activities of eight real estate brokers and six mortgage brokers.

Environmental Monitoring & Testing Corp. (EMTC) (1999-2003)

New Ellenton, SC

As CEO/President and Director, Vincent was responsible for EMTC's operations as a fully registered 12g publicly held Delaware Corporation. The firm was categorized by the SEC as a specialty construction company, doing business drilling and developing environmental monitoring & testing wells. Its main client was the Savannah River Site, a nuclear material processing facility operated for the United States Departments of Defense and Energy. Vincent also responsible to the Plant Manager for the Westinghouse Savannah River Company. He was responsible for full compliance of bi-annual contract with facility, and compiling of all SEC filings and independent auditing of the company's assets as required by various federal and state agencies. In 2003, he guided the sale of the firm.

Lofts Development Corp. Construction Company (1989-1992)

Boynton Beach, FL

The firm was formed to complete build out of 17 residences in Lantana, Florida. All residences were completed and sold. Vincent obtained Palm Beach County Concurrency Registration, submitted all permitting, and personally pre-inspected all construction phases before county inspections occurred. Additionally, he negotiated all contracts with the professional construction trades involved in the design, engineering, and physical construction. Vincent also supervised construction of the residences from site prep through certificate of occupancy.

Gulfview Plumbing, Inc. (1978-1994)

Boynton Beach, FL

During his tenure, Vincent installed - and supervised the installation of - several thousand residential plumbing units annually. The vast majority of these units were installed for properties in Palm Beach County. He also designed all plumbing schematic drawings. Gulfview's clientele encompassed A.E. Development (AKA Engel Homes), Cenville Development, and Rainberry Homes, as well as various small builders.

3. PROOF OF LICENSURE

Tom Montano, PE
Professional Engineer

Licensee Information	
Name:	MONTANO, THOMAS DOMINIC (Primary Name)
Main Address:	6087 DIMOND STREET JUPITER Florida 33458
County:	PALM BEACH
License Information	
License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	84146
Status:	Current,Active
Licensure Date:	12/16/2017
Expires:	02/28/2025
Special Qualifications	Qualification Effective
Civil	08/01/2016

Matthew Chaney
Standard Inspector

Licensee Information	
Name:	CHANEY, MATTHEW RICHMOND (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN7342
Status:	Current,Active
Licensure Date:	02/22/2018
Expires:	11/30/2023
Special Qualifications	Qualification Effective
Building	02/22/2018

Michael Keenan
Building Code Administrator

Licensee Information	
Name:	KEENAN, MICHAEL D (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU2007
Status:	Current,Active
Licensure Date:	08/27/2018
Expires:	11/30/2025

Residential Plans Examiner

Licensee Information	
Name:	KEENAN, MICHAEL D (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Residential Plans Examiner
Rank:	Residential
License Number:	RPX310
Status:	Current,Active
Licensure Date:	04/09/2019
Expires:	11/30/2025

Standard Plans Examiner

Licensee Information	
Name:	KEENAN, MICHAEL D (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX3693
Status:	Current,Active
Licensure Date:	02/18/2016
Expires:	11/30/2025
Special Qualifications	
Building	02/18/2016
Mechanical	03/14/2022

Standard Inspector

Licensee Information	
Name:	KEENAN, MICHAEL D (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN6687
Status:	Current,Active
Licensure Date:	06/26/2015
Expires:	11/30/2025
Special Qualifications	
Building	06/26/2015
Coastal Construction	01/12/2019
Electrical Inspector	04/12/2023
Residential	07/23/2018
Mechanical	03/07/2022

Derek Wiechmann

Standard Plans Examiner

LICENSEE DETAILS	
Licensee Information	
Name:	WIECHMANN, DEREK (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	8525 SW 136TH LOOP OCALA FL 34473
County:	MARION
License Information	
License Type:	Standard Plans Examiner
Rank:	Plans Examiner
License Number:	PX2699
Status:	Current,Active
Licensure Date:	06/01/2006
Expires:	11/30/2025
Special Qualifications	
	Qualification Effective
Building	06/01/2006
Electrical	08/24/2006
Mechanical	07/13/2006
Plumbing	09/28/2006

Building Code Administrator

LICENSEE DETAILS	
Licensee Information	
Name:	WIECHMANN, DEREK (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Mailing:	8525 SW 136TH LOOP OCALA FL 34473
County:	MARION
License Information	
License Type:	Building Code Administrator
Rank:	Building Code A
License Number:	BU1532
Status:	Current,Active
Licensure Date:	12/18/2006
Expires:	11/30/2025

Standard Inspector

LICENSEE DETAILS		1:59:14 PM 4/8/2024
Licensee Information		
Name:	WIECHMANN, DEREK (Primary Name)	
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*	
License Mailing:	340 OCEAN DR JUNO BEACH FL 34408	
County:	PALM BEACH	
License Information		
License Type:	Standard Inspector	
Rank:	Inspector	
License Number:	BN4448	
Status:	Current,Active	
Licensure Date:	10/14/2002	
Expires:	11/30/2025	
Special Qualifications		
	Qualification Effective	
Residential	10/14/2002	
Plumbing	12/30/2002	

Timothy Rowe
Standard Inspector

LICENSEE DETAILS	
2:01:20 PM 4/8/2024	
Licensee Information	
Name:	ROWE, TIMOTHY PATRICK (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN4350
Status:	Current,Active
Licensure Date:	05/22/2002
Expires:	11/30/2025
Special Qualifications	
	Qualification Effective
Building	03/06/2020
Commercial Electric	05/22/2002
Mechanical	02/21/2003
Residential Electric	06/24/2002

Vincent Ferri
Standard Inspector

Licensee Information	
Name:	FERRI, VINCENT ADAMO (Primary Name)
Main Address:	*Private Address* *Private Address* *Private Address* *Private Address* *Private Address*
License Information	
License Type:	Standard Inspector
Rank:	Inspector
License Number:	BN8622
Status:	Current,Active
Licensure Date:	10/27/2022
Expires:	11/30/2025
Special Qualifications	
	Qualification Effective
Building	10/27/2022
Plumbing	12/07/2022

Juan Hernandez, PE
Professional Engineer

Licensee Information	
Name:	HERNANDEZ, JUAN A. (Primary Name)
Main Address:	10640 SW 67 ST MIAMI Florida 33173
County:	DADE
License Information	
License Type:	Professional Engineer
Rank:	Prof Engineer
License Number:	52659
Status:	Current,Active
Licensure Date:	02/17/1998
Expires:	02/28/2025

4. WORK TO BE SUBCONTRACTED

This portion is not applicable. GFA International, Inc., dba Universal Engineering Sciences will not subcontract for this opportunity.

SECTION 5

LITIGATION AND TERMINATIONS

LITIGATION & TERMINATIONS

There has been no litigation or regulatory action that has been filed, pending or resolved against GFA International, Inc. (a/k/a GFA International, Inc. d/b/a Universal Engineering Sciences) in the past five (5) years other than the following:

1. On March 11, 2015, a complaint was filed against GFA, et al, by 2700 North Ocean Condominium Association, Inc. (Case No. 50-2014-CA-010718- XXXX-MB (AI) in the 15th Judicial Court in Palm Beach County). GFA provided third-party plan review, building inspections, threshold inspections and construction materials testing for two (2) 27-story condominium buildings(2700 North Ocean). The plaintiff(s) are alleging negligence for failure to properly inspect certain aspects of the building construction. GFA denied all liability and the case was settled on 11/10/20.
2. On February 21, 2017, a complaint was filed against GFA, et al, by Swire Pacific Holdings, Inc. (Case No. 2016-000804-CA-40) in the 11th Judicial Court in Miami-Dade County. GFA provided limited structural observations and construction materials testing on a 36-story condominium project (Asia Condominium). The plaintiff(s) alleged negligence for failure to properly inspect certain limited aspects of the building construction. GFA denied all liability and the case was settled and dismissed in July 2019.
3. On August 20, 2018, a complaint was filed by Stock Development against GFA, et al (Case No. 18-CA-003655 in the 20th Judicial Court in Lee County) involving alleged construction defects for a multi-building condominium project (Paseo) in Lee County. GFA provided private provider building inspections, third-party quality control inspections and construction materials testing for some of the buildings within the community in 2006-7. The plaintiff alleged negligence for failure to properly inspect certain aspects of the building construction. GFA denied all liability and was dismissed from the case on 03/15/2019. GFA was brought back into the case as a 4th party defendant on 1/14/2021 by a subcontractor but was dismissed from the case on 2/18/22.
4. On August 20, 2018, a complaint was filed by Stock Development against GFA, et al (Case No. 11-2018-CA-002256-0001-XX in the 20th Judicial Court in Collier County) involving alleged construction defects for a multi-building condominium project (Ole at Lely) in Collier County. GFA provided private provider building inspections, third-party quality control inspections and construction materials testing for some of the buildings within the community in 2006-7. GFA denied all liability and was dismissed from the case on 03/15/2019.
5. On February 1, 2017, a complaint was filed by Altman Glenewinkel Construction against Orange and Blue Construction (Case No. 50-2017-CA- 001280-XXXX-MB in the 15th Judicial Court in Palm Beach County) involving alleged construction defects for a 6-story apartment complex in Boca Raton (Altis Fairway Commons). On July 26, 2018, the complaint was amended to include GFA, et al. GFA provided private provider plan review, building inspections and threshold inspections for the project. The plaintiff is alleging negligence for failure to properly inspect certain aspects of the building construction. GFA denied all liability and was granted a Motion for Summary Judgment and Final Judgment in their favor on January 8, 2020. The Plaintiff has appealed the ruling to the 4th District. Court of Appeals (DCA). The 4th DCA affirmed the ruling and GFA was dismissed in 2021.
6. On April 4, 2020, a Demand for Arbitration was filed to the American Arbitration Association Construction Panel by Old ADC, Inc. F/K/A Altman Development Corporation, against GFA International, Inc. (GFA) (CASE NO.: 01-20-0005- 0503) for the same alleged damages summarized in "Case 2" above "(Altman Glenewinkel Construction against Orange and Blue Construction (Case No. 50-2017-CA-001280-XXXX-MB in the 15th Judicial Court in Palm Beach County) which GFA was dismissed from. GFA denied all liability and filed a counterclaim. The case settled on June 6, 2023.
7. On February 5, 2020, a complaint was filed by Ave Maria University, Inc. against GFA (Case

No. 11-2020-CA-000396-0001-XX in the 20th Judicial Court in Collier County) involving alleged construction defects for a 2-story recreational building in Naples, Florida (Tom Golisano Field House). GFA provided construction materials testing, private provider inspections and threshold inspections for the project. The plaintiff is alleging negligence for failure to properly inspect certain aspects of the building construction.

GFA denied all liability and the case was settled with GFA on 6/10/22.

8. On September 15, 2020, a complaint was filed by Edward and Susan Bradley against GFA (Case Style Edward J. Bradley and Susan Bradley v Sun Home Services, GFA - Case No. 20-0794CA in the 19th Circuit Court in Martin County, Florida) alleging improper treatment for termite damage for a modular home and subsequent termite damage. GFA provided Private Provider Plan Review and Inspection services for the project. The Plaintiff is alleging negligence against GFA for failure to ensure proper termite protection was provided. GFA denied all liability and the case was settled in May, 2021.

9. On July 12, 2021, a complaint was filed by Bruce Beasley against the Williams Company who filed a third-party complaint against GFA, et al) (Case Style BEASLEY NAPLES, LLC, a Florida limited liability company, BRIAN E. BEASLEY, AS PERSONAL REPRESENTATIVE OF THE ESTATE OF GEORGE G. BEASLEY, and SHIRLEY ANN BEASLEY, vs. THE WILLIAMS GROUP, INC. - Case No. 11-2021-CA-001142 in the 20th Circuit Court in Collier, FL) alleging construction defects relating to exterior stone columns on a residential structure. GFA provided Private Provider Plan Review and Inspection services for the project. The Plaintiff is alleging negligence against GFA for failure to properly inspect. GFA denied all liability and the case was dismissed against GFA on June 1, 2022.

10. On March 20, 2023, a complaint was filed by Centra Falls Homeowners Association, Inc. against Centra Falls, LLC, et al, including a claim against GFA International, Inc. - Case No.

CACE-23-000367 in the 17th Circuit Court in Broward, FL alleging construction defects relating to building construction and site improvements. GFA provided material Quality Control testing services for the project. The Plaintiff is alleging negligence against GFA for failure to properly test soil and concrete materials installed as part of the construction. GFA has denied all liability and the case is still on-going.

11. On March 23, 2023, a complaint was filed by Nicole Perry (as individual) against GFA International, Inc., et al, - Case No. CACE-22-008820 in the 17th Circuit Court in Broward, FL alleging construction of a dangerous condition at the Pompano Beach Parking Garage which caused a trip and fall accident. GFA provided material Geotechnical Engineering, Quality Control testing of construction materials and threshold inspection services for the project. The Plaintiff is alleging negligence against GFA for failure to identify a dangerous condition when the parking garage was constructed in 2016. GFA denied all liability and the case against GFA was dismissed on 8/22/2023.

12. On August 11, 2023, a complaint was filed by South Florida Motor Sports, LLC and Moss & Associates, LLC against Apex Circuit Design, LTD, et al, including a claim against GFA International, Inc. d/b/a Universal Engineering Sciences - Case No. 2023-021255-CA-01 in the 11th Circuit Court in Miami-Dade, FL, alleging construction defects relating to design and construction of the site improvements associated with the Formula 1 Miami Grand Prix project Miami. GFA provided material Quality Control testing services for the project. The Plaintiff is alleging negligence against GFA for failure to properly test asphalt materials installed as part of the construction. GFA has denied all liability and the case is still on-going.

BANKRUPTCY/REORGANIZATIONS

Neither GFA International, Inc., nor Universal Engineering Sciences (UES) or any of its principals has ever been declared bankrupt, reorganized under Chapter 11 or put into receivership.

CRIMINAL VIOLATIONS/CONVICTIONS

Neither GFA International, Inc., nor Universal Engineering Sciences (UES) or any of its principals has ever had criminal violations or convictions imposed.

CONTRACT TERMINATIONS

Neither GFA International, Inc., nor Universal Engineering Sciences (UES) or any of its principals has had contract terminations (including for default, non-performance, or delays) within the past five years.

SECTION 6
COST DETAIL

**EXHIBIT H
SCHEDULE OF FEES**

POSITION	HOURLY RATE
Building Official	\$140.00/HOUR
Inspector	SEE NOTE BELOW*
Plans Reviewer	SEE NOTE BELOW**
Permit Technician	\$85.00/HOUR

***MULTI-CERTIFIED INSPECTOR = \$120.00/HOUR**

***SINGLE-LICENSE INSPECTOR = \$110.00/HOUR**

****REMOTE MULTI-CERTIFIED PLANS EXAMINER = \$120.00/HOUR**

****REMOTE MULTI-CERTIFIED PLANS EXAMINER = \$110.00/HOUR**

SECTION 7

FORMS

Exhibit B INFORMATION STATEMENT

Please Note: All fields below must be completed. If the field does not apply to you, please note N/A in that field.

If you are a foreign corporation, you may be required to obtain a certificate of authority from the department of state, in accordance with Florida Statute §607.1501 (visit <http://www.dos.state.fl.us/>).

Company: (Legal Registration)
GFA International, Inc., dba Universal Engineering Sciences _____

Address:
3921 Westgate Ave _____

Village: West Palm Beach State: FL Zip: 33409

Telephone No. 561.560.4220 FAX No. 772.204.4239

Email: tmontano@teamues.com

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>	<u>Addendum No.</u>	<u>Date Issued</u>
1	4-19-2024		

VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. If this section does not apply to your bid, simply mark N/A

N/A _____

The below signatory hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid/proposal. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal, I will accept a contract if approved by the Village and such acceptance covers all terms, conditions, and specifications of this bid/proposal. The below signatory also hereby agrees, by virtue of submitting or attempting to submit a response, that the Village shall have no liability for respondent's indirect, incidental, consequential, special, or exemplary damages, expenses, or

lost profits arising out of this competitive solicitation process, including, but not limited to, public advertisement, bid conferences, site visits, evaluations, oral presentations, or award proceedings.

Submitted by:



Signature

Tom Montano, PE

Name (printed)

Branch Manager

Title

April 26, 2024

Date

EXHIBIT C**NONCOLLUSIVE AFFIDAVIT FORM**STATE OF FLCOUNTY OF Palm Beach

Tom Montano, PE, being first duly sworn deposes and says that:

1. He/She is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting the Proposal.
2. The Proposal is genuine and is not a collusive or sham Proposal.
3. Neither the Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Proposer, firm, or person to fix the price in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price in any other Proposer; or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage in the proposed Contract.
4. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Date: 4 / 23 / 2024By: 

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared Tom Montano an authorized representative of UES, P.A./UES well known to me and known to me to be the person(s) described in and who executed the foregoing instrument and have acknowledged before me that they executed the same. WITNESS my hand and official seal in the County and State last aforesaid this 23 day of April, 2024.


Notary Public - State of Florida at Large
(Printed, typed or stamped commissioned name of notary public)**EXHIBIT D**

DRUG-FREE WORK PLACE CERTIFICATION

The undersigned Contractor, in accordance with Section 287.087, Florida Statutes, hereby certifies that
GFA International, Inc., dba
Universal Engineering Sciences does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.



Proposer's Signature

April 26, 2024

Date

EXHIBIT E

**SCRUTINIZED VENDOR CERTIFICATION
PURSUANT TO SECTION 287.135, FLORIDA STATUTES**

This sworn statement is submitted to the Village of North Palm Beach, Florida

by Tom Montano, PE - Branch Manager
(print individual's name and title)
for GFA International, Inc., dba Universal Engineering Sciences
(print name of entity submitting sworn statement)

whose business address is 3921 Westgate Ave West Palm Beach, FL 33409

and (if applicable) its Federal Employer Identification Number (FEIN) is: 65-0874962

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____)

1. I hereby certify that the above-named entity:
- A. Does not participate in the boycott of Israel; and
 - B. Is not on the Scrutinized Companies that Boycott Israel List.

Section 287.135, Florida Statutes, prohibits the Village from contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, Florida Statutes, or is engaged in a boycott of Israel.

As the person authorized to sign on behalf of the above-named entity, I hereby certify that the statements set forth above are true and that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees and/or costs. I further understand that any contract with the Village for goods or services may be terminated at the option of the Village if the company has been found to have submitted a false certification.



(Signature)

The foregoing document was sworn and subscribed before me this 23rd day of April, 2024 by Thomas Montano, who is personally known to me or produced _____ as identification.



Notary Public
My Commission Expires: 2/18/2027



EXHIBIT F PUBLIC ENTITY CRIMES FORM

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

This sworn statement is submitted to Village of North Palm Beach
(Print name of the public entity)

By
(Print individual's name and title) Tom Montano, PE - Branch Manager

for
(Print name of entity submitting sworn statement) GFA International, Inc., dba
Universal Engineering Sciences

Whose business address is
3921 Westgate Ave
West Palm Beach, FL 33409

and (if applicable) its Federal Employer Identification Number (FEIN) is 65-0874962
(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any Proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, no jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 - 4-1. A predecessor or successor of a person convicted of a public entity crime:
or
 - 4-2. Any entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in the State of Florida during the preceding 36 months shall be considered an affiliate.

- 5. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which Proposal applies to Proposals on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an entity.
- 6. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (indicate which statement applies)

X Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one or more of its officer's directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

The entity submitting this sworn statement, or one of more of its officer's directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

State of Florida
 County of Palm Beach

The foregoing instrument was acknowledged before me this 23rd day of April, 2024 by Thomas Montano who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

WITNESS my hand and official seal.



 NOTARY PUBLIC



Jennifer Rivera

 (Name of Notary Public: Print, Stamp, or type as Commissioned)

EXHIBIT G REFERENCES

PROPOSER REFERENCES	
<p>Please submit a minimum of five references in detail; give client references who have been clients (of the Proposer) for at least one year (preferably municipal governments or other governmental agencies of similar size in Florida where your company has provided same and similar services Building Official, Building Inspector, Plans Reviewer, Building Codes and Permitting Services). The Village may contact some of the Proposer's current and former clients, both supplied by the Proposer and independently derived, to request that they validate the qualifications of the Proposer and the accuracy of the claims made by the Proposer in its Proposal, and that they assess the Proposal's ability to perform the types, level and quality of services that the Village desires. All references contacted will be asked to rate those aspects of the Proposal's performance on a scale from 0 – 5; zero (0) being poor and (5) being excellent.</p> <p style="margin-left: 40px;"> Excellent: Frequently exceeds client reference's specifications/requirements Good: Meets client reference's specification/requirements. Poor: Frequently does not meet client reference's specifications / requirements </p>	
1. CUSTOMER NAME:	Town of Jupiter
CUSTOMER LOCATION:	Jupiter, FL
POPULATION, if Government:	60,802
CUSTOMER CONTACT PERSON :	Roger Held, Building Official
CUSTOMER PHONE NUMBER:	561.741.2669
CUSTOMER CONTACT FAX:	N/A
CUSTOMER CONTACT E-MAIL:	rogerh@jupiter.fl.us
PROJECT DESCRIPTION:	Building inspections, plan reviews & permit techs for town-wide construction
2. CUSTOMER NAME:	Indian River County - Building Division
CUSTOMER LOCATION:	Vero Beach, FL
POPULATION, if Government:	16,707
CUSTOMER CONTACT PERSON :	Scott McAdam, Building Official
CUSTOMER PHONE NUMBER:	772.226.1268
CUSTOMER CONTACT FAX:	N/A
CUSTOMER CONTACT E-MAIL:	smcadam@ircgov.com
PROJECT DESCRIPTION:	Providing municipal support to Indian River County during a continuing contract.
3. CUSTOMER NAME:	Martin County - Building Department
CUSTOMER LOCATION:	Stuart, FL
POPULATION, if Government:	17,531

CUSTOMER CONTACT PERSON :	Andrew Bruhn, Asst. Building Official
CUSTOMER PHONE NUMBER:	772.320.3070
CUSTOMER CONTACT FAX:	N/A
CUSTOMER CONTACT E-MAIL:	abruhn@martin.fl.us
PROJECT DESCRIPTION:	Building inspections & plan reviews
4. CUSTOMER NAME:	City of West Palm Beach
CUSTOMER LOCATION:	West Palm Beach, FL
POPULATION, if Government:	117,286
CUSTOMER CONTACT PERSON :	Robert Brown
CUSTOMER PHONE NUMBER:	561.659.8040
CUSTOMER CONTACT FAX:	N/A
CUSTOMER CONTACT E-MAIL:	RBrown@wpb.org
PROJECT DESCRIPTION:	Building inspections & plan review services
5. CUSTOMER NAME:	St. Lucie County
CUSTOMER LOCATION:	Port St. Lucie, FL
POPULATION, if Government:	373,586 (2023)
CUSTOMER CONTACT PERSON :	Mark Thornbloom, Interim Bldg. Official
CUSTOMER PHONE NUMBER:	772.462.2186
CUSTOMER CONTACT FAX:	N/A
CUSTOMER CONTACT E-MAIL:	thornbloomm@stlucieco.org
PROJECT DESCRIPTION:	Building inspections & plan reviews

ADDENDUM #1 TO THE BID DOCUMENTS

Date of Addendum: April 19, 2024

BID DOCUMENT BUILDING DEPARTMENT SERVICES

NOTICE TO ALL POTENTIAL RESPONDENTS

A. This Addendum shall be considered part of the bid documents for the above-mentioned project as though it had been issued at the same time and shall be incorporated integrally therewith. Where provisions of the following supplementary data differ from those of the original bid documents, this Addendum shall govern and take precedence.

B. Proposers are hereby notified that they shall make any necessary adjustments in their estimates as a result of this Addendum. It will be construed that each bidder's proposal is submitted with full knowledge of all modifications and supplemental data specified herein.

QUESTIONS AND ANSWERS

The following questions and answers are provided as a matter of information to clarify issues raised about the RFP. To the extent that changes to the RFP are required based on the questions received, the RFP has been modified as noted above in the RFP section of this Addendum.

Item	Questions and Answers
1.0	<p><u>Question:</u> Evaluation criteria mentions evidence of insurance in Qualifications and Experience, yet it does not appear in the requirements for the proposal response. Please clarify if respondents are to submit an insurance certificate with responses, and (if so) in which section to include.</p> <p><u>Answer:</u> The Certificate of Insurance can be provided at the time of contract award.</p>
2.0	<p><u>Question:</u> Our firm understands that required forms are to be included with responses; however, they are not mentioned specifically in Sections 1-6 (proposal requirements). Please clarify the appropriate section to include them.</p> <p><u>Answer:</u> The required forms are listed on Page 19 and can be attached as the appropriate exhibit.</p>
3.0	<p><u>Question:</u> Exhibit G - References is included in the required forms. Please clarify if it should be included in Section 3 - Work Experience, or submitted with other exhibits elsewhere in the response.</p> <p><u>Answer:</u> The required form is listed on Page 19 and can be attached as exhibit G.</p>
4.0	<p><u>Question:</u> Pages 24-25 of the RFP contain text that belongs to other forms. Will the Village revise those forms, and provide copies for respondents' use?</p> <p><u>Answer:</u> Due to a typographical error the exhibit number appears on the sheet prior in the RFP, however the forms can be used and submitted in the proper order as shown on Page 19</p>

END OF ADDENDUM



TeamUES.com



To: Key Official

From: Eryn Russell, Florida League of Cities

Date: June 10, 2024

Subject: 2024 Annual Conference Voting Delegate Information

The Florida League of Cities Annual Conference will be held at the Diplomat Beach Resort in Hollywood, Florida, from August 15-17, 2024. This conference will provide valuable educational opportunities to help Florida's municipal officials serve their citizenry more effectively.

We ask that each member municipality sending delegates to the Annual Conference designate one of their officials to cast their votes at the Annual Business Session, which will be held on **Saturday, August 17**. Election of League leadership and adoption of resolutions are undertaken during the business meeting. One official from each municipality will vote on matters affecting the League.

In accordance with the League's by-laws, each municipality's vote is determined by population, and the League will use the Estimates of Population from the University of Florida.

Conference registration materials were sent to each municipality via the League's e-newsletter and are available online at flcities.com.

If you have any questions about voting delegates, please email erussell@flcities.com. **Voting delegate forms must be received by the League no later than July 31, 2024.**

Attachments: Form Designating Voting Delegate



**2024 Annual Conference
Florida League of Cities, Inc.
August 15-17, 2024
Hollywood, Florida**

It is important that each member municipality sending delegates to the Annual Conference of the Florida League of Cities designate one of their officials to cast their votes at the Annual Business Session. League By-Laws require each municipality to select one person to serve as the municipality's voting delegate. *Municipalities do not need to adopt a resolution to designate a voting delegate.*

Please fill out this form and return it to the League office so that your voting delegate may be properly identified. **Voting delegate forms must be received by the League no later than July 31, 2024.**

Designation of Voting Delegate

Name of Voting Delegate: _____

Title: _____

Delegate Email: _____

Municipality of: _____

AUTHORIZED BY:

Name

Title

Return this form to:

Eryn Russell
Florida League of Cities, Inc.
Post Office Box 1757
Tallahassee, FL 32302-1757
Email: erussell@flcities.com

**VILLAGE OF NORTH PALM BEACH
VILLAGE MANAGER**

TO: Honorable Mayor and Council
FROM: Chuck Huff, Village Manager
DATE: June 27, 2024
SUBJECT: **Discussion – Business Advisory Board**

Background:

In 2010, the Village Council approved Resolution 2010-40, establishing an Ad Hoc Business Advisory Committee. The purpose of this Committee was to provide recommendations to the Village Council on matters affecting businesses located within the Village and to act as a liaison between the Village and the business community.

Initial Activities:

- The Ad Hoc Business Advisory Committee addressed key issues including signage and zoning.
- Organized a networking event to foster business connections within the Village.
- The Committee's term expired on April 30, 2012.

Revival Efforts:

- During the Village Council Budget Workshop Session on July 17, 2019, Mr. Lukasik reviewed the Strategic Plan Prioritization. One of the goals was to reactivate the Business Advisory Board and reassess its priorities.
- Despite plans to restart the Board in 2019, effective operations did not resume until 2021. Since then, the Board has struggled to develop and execute initiatives independently.

Challenges and Successes:

- **Challenges:**
 - Low participation and interest from the business community.
 - Difficulty in generating significant programs or initiatives.
- **Successes:**
 - Organized and facilitated networking sessions with local businesses, although attendance was below expectations.
 - Implemented the NPB section on the Village website, providing a platform for business-related information and resources.

Current Considerations:

Given the ongoing challenges in engaging the business community and the lack of significant initiatives, there are two primary options for consideration:

1. Restructure the Business Advisory Board:

- **Revise Membership Criteria:** Expand the criteria for board membership to include a diverse range of business types and sizes, ensuring a more representative board.
- **Clarify Objectives and Goals:** Establish clear, achievable objectives and goals with specific timelines and measurable outcomes.
- **Enhanced Support and Resources:** Provide sufficient resources, including administrative support, access to data and research, and funding for initiatives.
- **Regular Meetings and Reporting:** Implement a structured schedule for regular meetings and ensure accountability through consistent reporting to the Village Council.

2. Dissolve the Business Advisory Board:

- **Assessment of Impact:** Assess the board's overall impact and contributions since its establishment. If the board has not shown substantial value or clear potential for future success, evaluating its dissolution may be necessary.
- **Alternative Approaches:** Explore alternative methods for engaging the business community, such as forming temporary task forces for specific projects, hosting regular business roundtables, or creating a digital platform for business feedback and collaboration.
- **Role of the Community Development Department:** It is recommended that the Community Development Department take the lead in organizing and overseeing networking events with local businesses. Leveraging its existing resources and expertise in engaging with the business community, this department has the potential to achieve superior outcomes.

Recommendation:

Based on the current assessment, it is recommended that the Village Council consider dissolving the Business Advisory Board and transferring its responsibilities to the Community Development Department. The reallocation will enable the department to enhance its capacity in organizing networking events and sustaining engagement efforts with local businesses, leveraging their established capabilities and resources for optimal outcomes.

Conclusion:

The Village Council is encouraged to discuss the future of the Business Advisory Board, specifically considering the option of transferring its functions to the Community Development Department. This approach aims to strengthen business engagement and support within the Village, thereby enhancing effectiveness and alignment with community goals.

**MINUTES OF THE WORKSHOP SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
JULY 8, 2010**

Present:

William L. Manuel, Mayor
Darryl C. Aubrey, Sc.D., Vice Mayor
David B. Norris, President Pro Tem
T.R. Hernacki, P.E., Councilman
Robert A. Gebbia, Councilman
Jimmy Knight, Village Manager
Jennifer Hunecke, Village Attorney
Melissa Teal, Village Clerk

ROLL CALL

Mayor Manuel called the meeting to order at 8:12 p.m. All members of Council were present. All members of staff were present.

VILLAGE BUSINESS FORUM

Mr. Knight reviewed the Village Business Forum held 6/16/2010. Mr. Knight reported that in addition to Council and Village staff, approximately 70 people attended. Mr. Knight gave a synopsis of the meeting agenda. Mr. Knight related the results of "break-out" sessions, wherein attendees were broken up into retail, professional, and personal groups and asked to list the positives and challenges of doing business in North Palm Beach, as well as potential solutions to improve business success in the Village. Mr. Knight reported comments common to each group, which included: Village is a safe community in which to do business, centrally located with easy access to business, desire to maintain the "small town" feel, desire to create a standardized sign code and allow more visibility for properties less than 5 acres, would like to see a Business Advisory Board formed, want to streamline the process for building/licensing departmental approvals, desire to utilize the Village Newsletter to highlight businesses.

Discussion was held on the formation of a Business Advisory Board. Mr. Knight suggested Council consider assembling a nine member ad hoc committee with representatives from the three main business disciplines, which could be approved by resolution rather than by an ordinance requiring two readings. Mr. Knight noted that an ad hoc committee could be quickly assembled and transitioned to an advisory board later, if it proves beneficial. Mr. Knight suggested that the ad hoc committee be asked to study the feasibility of amending the sign code to provide for better visibility of area businesses, while still preserving the unique character of the Village. Discussion ensued on having councilmen serve as liaisons to the committee. It was suggested that Vice Mayor Aubrey and Councilman Gebbia serve as the Council's representatives. By consensus, Council directed that an ad hoc Business Advisory Committee be formed. Vice Mayor Aubrey and Councilman Gebbia agreed to serve as Council liaisons to the Committee. Community Development Director Chuck Huff will invite attendees from the Business Forum to submit applications and will advertise for volunteers on the Village's website. Council determined that members must be owners, operators, or managers of a business in North Palm Beach. A resolution establishing an ad hoc Business Advisory Board will be prepared for Council consideration at Regular Session.

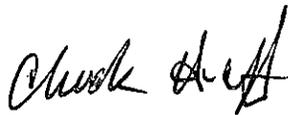
Discussion took place concerning allowing Village businesses to advertise in the Village Newsletter. Mr. Knight distributed an example of various ad sizes and the cost for each. Mr. Knight noted the need to cover the actual cost to the Village for each additional page in the newsletter. Mr. Knight expressed that ads would be subject to the approval of Village administration. Village Attorney Jennifer Hunecke cautioned that decisions on content must take into consideration any first amendment issues. By consensus, Council approved moving forward with advertisements in the Village Newsletter, conditioned upon ads being allowing for only those businesses located within the Village's corporate limits and restricting the amount of advertising to two pages at the back of the newsletter. Council expressed a preference for smaller sized ads, either one-quarter or one-eighth of a page. Mr. Knight suggested perhaps only business card size ads should be permitted. This item will be placed on an upcoming Workshop agenda for further consideration.

ADJOURNMENT

With no further business to come before the Council, the meeting adjourned at 8:48 p.m.


Melissa Teal, CMC, Village Clerk

**VILLAGE OF NORTH PALM BEACH
COMMUNITY DEVELOPMENT**

TO: Honorable Mayor and Council
FROM: Chuck Huff, Acting Village Manager 
BY: Jodi Nentwick, Village Planner
DATE: May 10, 2012
**SUBJECT: WORKSHOP – Implementation of Council’s Goals and Objectives
Establishing a Permanent Business Advisory Board for Local Businesses**

The Village Administration is seeking Council discussion and direction of implementing additional goals and objectives relating to commercial businesses in North Palm Beach and whether to establish a permanent Business Advisory Board.

At the last council meeting, Council discussed expanding and implementing their Goals and Objectives as it pertains to being a more “*Business Friendly*” community and to also establish a permanent Business Advisory Board.

In 2010, Council created an Ad-hoc Business Advisory Committee to act as the liaison between the Village Council and the business community. During their short tenure, the committee addressed items such as signage, zoning issues and held one networking event. The term for this committee expired as of April 30, 2012. If Council elects to make a permanent Business Advisory Board it should consider the makeup of the board being of primary storefront business owners along the US Highway One, Northlake Boulevard and Alternate A1A corridors. Additionally, Council should consider developing a mission statement and assigning key goals and objectives to the board.

At its February 1, 2012 meeting, the Ad-hoc Business Advisory Committee prepared and discussed its visionary plan, which included purpose, functions and duties, along with short-term and long-term goals. This material has been attached as part of your back up for review.

As we prepare for our FY2013 budgetary process, the Community Development Department will expand its departmental goals, objectives and performance measures to develop the framework to educate and promote a sustainable business community. In addition, with the collaboration of the Business Advisory Board, the Village could achieve a partnership in continued support of a more “*Business Friendly*” community.

Recommendation:

The Administration is seeking Council discussion and guidance concerning its Goals and Objectives related to supporting businesses, including consideration of establishing a permanent Business Advisory Committee.

**Minutes of the North Palm Beach Ad Hoc Business Advisory Committee
Wednesday, February 1, 2012**

Present:

Bob Miles, Chair
Raj Shah, Vice Chair
Kim J. Willard, Secretary
Gloria Malden Kaplan
Tom Andres
Barry Paraizo
Darryl Aubrey, Mayor
Bob Gebbia, Councilman
Chuck Huff, Director of Community Development
Jodi Nentwick, Village Planner

Call to Order:

Chair called to order this meeting at 5:30pm

Roll Call: All members present with exception of David Polk

Discussion Topic:

Continue discussion regarding future visionary plan for the Committee and its functions, including the scope, purpose, structure and representation to the community.

The items was taken in order of the visionary plan for the meeting

Several of us offered our views: Mr. Paraizo mentioned that we establish a comfort and rapport level with businesses here already and offer incentives with occupational license.

Need to really work on our purpose and understand more of what the hurdles are. Councilman Gebbia said that we are here to help businesses prosper and succeed.

Chair Miles said the delays are business getting started and then delayed with the Northlake Boulevard Overlay Zoning District (NBOZ) requirements is a reason to possibly just end NBOZ.

Board suggested having Vice Mayor Norris meet with us in regards to discussing possible changes with NBOZ since he is on the Board.

Mayor Aubrey stated we need to identify the barriers to opening a new business within the Village. Chair Miles stated he knows the challenges and delayed he sustained opening his business.

Business Advisory Committee Future Visionary Plan

Purpose:

WE ARE THE LIAISON BETWEEN NORTH PALM BEACH COUNCIL AND THE BUSINESS OWNERS OF THE VILLAGE...

WE HOPE TO ESTABLISH A COMFORT LEVEL WITH THE BUSINESSES

Functions & Duties: DEALING WITH THE VILLAGE...

HOPEFULLY WE CAN GET THE BUSINESS OWNERS TO GET INVOLVED WITH MAKING THIS COMMUNITY WANT TO COME HERE TO OPEN A BUSINESS...

Short Term Goals (6 months):

1. SEE SOME RESULTS FROM THE LAST YEAR'S WORK ON THE SIGN CODE...
2. SOCIAL NETWORKING WITH WEEKLY BREAKFAST MEETING TO HELP
3. INCREASE COMFORT LEVELS FOR THE NEW BUSINESSES IN TOWN
ADDRESS LANDSCAPING ISSUES ON US4 AND NORTHLAKE BLVD...

Long Term Goals (12 months):

1. ESTABLISH A BUSINESS GROUP WITH ON GOING ACTIVITES OF
2. SOCIAL EVENTS, BUSINESS CONFERENCES, EDUCATIONAL SEMINARS,
3. FAIRS, AND NETWORKING EVENTS....

Comments:

THE POTENTIAL OF A WELL FUNCTIONING BUSINESS GROUP FOR THIS COMMUNITY WOULD BE AN ASSET AND SIMULATE OTHER BUSINESSES TO COME TO THE VILLAGE....

12/7/2011

BARRY PARAIZO
WINSHIPS PRESCRIPTION CENTER

Business Advisory Committee Future Visionary Plan

Purpose:

Functions & Duties:

Short Term Goals (6 months):

1. RECEPTIONS
- 2.
- 3.

Long Term Goals (12 months):

1. VISITS TO BUSINESSES
2. INCREASE SALES
- 3.

Comments:

Leila Macedo Eutaplan

**Minutes of the North Palm Beach Ad Hoc Business Advisory Committee
Wednesday, December 7, 2011**

Present:

Bob Miles, Chair
Raj Shah, Vice Chair
Kim J. Willard, Secretary
Gloria Malden Kaplan
Tom Andres
Barry Paraizo
Darryl Aubrey, Mayor
Bob Gebbia, Councilman
Jamie Titcomb, Village Manager
Chuck Huff, Director of Community Development
Jodi Nentwick, Village Planner

Call to Order:

Chair called to order this meeting at 5:30pm

Roll Call: All members present with exception of David Polk

Minutes of September 7, 2011: Approved 3-1

Mr. Andres votes nay

Discussion Topic:

Discussion regarding future visionary plan for the Committee and its functions, including the scope, purpose structure and representation to the community.

Mrs. Nentwick reviewed suggestions made by September 2011 Council meeting and provided a Visionary Plan to bring before the Council.

Reviewed Jupiter's development organization which is JBiz. Mrs. Nentwick and Mr. Huff have been to the Town of Jupiter and the subsequent departments are on JBiz/Business Development.

Mrs. Malden-Kaplan mentioned the desire to increase business for our small business owners. Are they successful, are they making money, and urges us all to come up with ideas that we can do to promote them.

In regards to above, Mr. Huff mentioned the business forum, Mr. Paraizo mentioned having a social breakfast and Mrs. Malden-Kaplan thought that was a good idea.

Village Manager, Mr. Titcomb added that we really understand what our purpose is as this group, he feels that we need to consider that we are here to direct and to add legislature. We are

here to offer suggestions and to weigh out the alternatives. In other words, how can our advisory board sustain itself in order to establish functions that will benefit the village going forward.

There was no Old Business to come before the Board.

Adjournment

Meeting ended at ~ 6:30pm and next meeting January 4, 2012 at 5:30pm

Minutes prepared by Kim J. Willard (formally Roetzer), Secretary

Business Forum Break-Out Session Results by Categories (held on June 16, 2010)

Task 1 - List the "Positives" for doing business in NPB

<u>Retail</u>	<u>Professional</u>	<u>Personal</u>
Safe Community Affluent Community-Good Customer Base "Small Town" feel Close proximate to work Central and easy access to business	Safe Community Affluent Community-Good Customer Base Longevity of business, lower turnover Public Safety Central and easy access to business Strong Economic Base Esthetics of the Village is maintained Village Council proactive open to changes Stable population, not transient Local post office Lower rents Central to Village Staff	Good Restaurants Business Directory "Small Town" feel Public Safety Central to Village Staff Amenities, Country Club & Golf Course Esthetic of village is maintained

Task 2 - List the "Challenges" for doing business in NPB

<u>Retail</u>	<u>Professional</u>	<u>Personal</u>
Approval process for Outdoor Dining Access to businesses from Northlake Blvd Lack of signage/visibility Refuse disposal fee too high	Lack of signage/visibility Bldg Dept/License approval process too time consuming Declining tax base from business community NBOZ zoning too challenging for small business owners Older commercial buildings & infrastructure Limited drive by traffic No main designation/draw for consumers within the Village	Elderly vs. Young Property Maintenance Lack of signage/visibility Business supporting each other Bldg Dept/License approval process too time consuming Addresses not visible on commercial buildings Decline in population Code Enforcement time log & enforcing rules

Task 3 - List the "Potential Solutions" that would improve business in NPB

<u>Retail</u>	<u>Professional</u>	<u>Personal</u>
Initiate Business "Welcome Wagon" Form Business Advisory Board Expand sign code to allow multi-tenants (5 acres or less) Ease ability to put lighted signs in windows Explore recycling of commercial refuse beyond cardboard/paper Explore composting to reduce costs for restaurants Compare refuse disposal fees bids Private vs. NPB Streamline process for Outdoor Dining approval	Develop master sign plan with aesthetic guidelines Printed business directory for residents Utilize newsletter to highlight businesses and sell ads Address outdated zoning codes & streamline the process	Advertise local businesses Standardize signs Attract an anchor business Form Business Advisory Board Maintain lawns Make addresses visible

**VILLAGE OF NORTH PALM BEACH
COMMUNITY DEVELOPMENT**

TO: Honorable Mayor and Council

FROM: Ed Green, Village Manager

BY: Chuck Huff, Community Development Director
Jodi Nentwick, Village Planner



DATE: June 28, 2012

SUBJECT: WORKSHOP – Establishing a Permanent Business Advisory Board for Local Businesses within the Village

Village Administration is seeking Council discussion and direction regarding the establishment of a permanent Business Advisory Board.

In 2010, the Council approved Resolution 2010-40 establishing an Ad-hoc Business Advisory Committee to provide recommendations to the Village Council on matters affecting businesses located within the Village and to act as the liaison between the Village and business community. During their tenure, the Ad-hoc Business Advisory Committee addressed signage, zoning issues and held a networking event. The Ad Hoc Committee's term expired effective April 30, 2012.

Attached for your review is the visionary plan, including purpose, functions and duties, and short and long term goals, prepared and discussed by the Ad-hoc Business Advisory Committee at its February 1, 2012 meeting.

At its May 10th Workshop Session, the Council discussed expanding and implementing its Goals and Objectives related to being a more "*Business Friendly*" community by establishing a permanent Business Advisory Board with terms, duties and mission statement.

Staff has prepared an outline defining the mission statement, terms and conditions, and duties of the Board for your review and discussion.

Recommendation:

Village Administration seeks Council discussion and guidance on the composition, terms, duties, and mission of a permanent Business Advisory Board for our local business community within the Village of North Palm Beach.

Created.

A business advisory board (hereinafter referred as the “board”) for the village is hereby created.

Composition; terms; vacancies

Composition. The business advisory board shall consist of five (5) members and two (2) alternate members. The business advisory board shall be comprised primarily of owners or operators of store-front businesses along the main corridors of the Village of North Palm Beach consisting of U.S. Highway One, Northlake Blvd and Alternate A1A. Membership shall include representatives from the business categories of retail; professional services, and personal services, a commercial realtor/business broker, and a commercial property owner.

Terms. At the first appointment of the five (5) members, one (1) member shall be appointed for a term of one (1) year; two (2) members shall be appointed for a term of two (2) years; and two (2) members shall be appointed for a term of three (3) years. Thereafter, members shall be appointed for terms of three (3) years. Alternate members shall be appointed for a term of one(1) year and shall have the duty to sit for any regular member that is absent. Alternate members shall be appointed as first alternate and second alternate and shall serve in that order when required. The terms of all members shall expire on April 30 of their given term. The members shall serve at the pleasure of the village council.

Vacancies. An appointment to fill any vacancy shall be for the remainder of the unexpired term of office.

Organization.

At the first organizational meeting of the board, the members shall elect a chairman and vice chairman from among its members. Subsequent to the initial organizational meeting where officers are elected, the members shall elect the officers from among its members at the first regular meeting in May of each year. The presence of three (3) members shall constitute a quorum, and motions shall be approved by a majority of members present. The members shall serve without compensation. All meetings of the business advisory board shall be held at Village Hall, 501 U.S. Highway One, North Palm Beach, Florida, and shall be open to members of the public.

Business Advisory Board

Duties.

The business advisory board shall have the following missions and responsibilities:

- The mission of the business advisory board is to promote business development within the Village of North Palm Beach by identifying business opportunities and to act as liaison between the Business Owners and the Village Council of North Palm Beach.
- The board shall review and recommend appropriate communication strategies to disseminate Village information to the business community.
- The board to solicit and facilitate business input in matters of significance to the Village.
- The board shall endeavor to build a growing community of support through education of its members, prospective members, community groups and relevant government officials.
- The board shall advise on economic and community development opportunities within the Village of North Palm Beach.
- The board shall identify, analyze address legislative issues which may affect the village business community.
- The board shall advise the village council as to recommended improvements and establishment of policies.

Removal.

If a member of the business advisory board or a designated alternate of the board is absent from three consecutive regular meetings or 25 percent of the regular meetings within any 12-month period, the chairperson shall notify the village council of such absences in writing. Upon consideration of the circumstances pertaining to the member's absences, the village council may retain the member or declare the member's office vacant and promptly fill such vacancy for the unexpired term of office.

**MINUTES OF THE WORKSHOP SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
MAY 10, 2012**

Present: David B. Norris, Mayor
William L. Manuel, Vice Mayor
Darryl C. Aubrey, Sc.D., President Pro Tem
Robert A. Gebbia, Councilman
Doug Bush, Councilman
Chuck Huff, Acting Village Manager
Leonard Rubin, Village Attorney
Melissa Teal, Village Clerk

ROLL CALL

Mayor Norris called the meeting to order at 8:15 p.m. All members of Council were present. All members of staff were present.

COUNCIL GOALS AND OBJECTIVES AND BUSINESS ADVISORY COMMITTEE

Discussion was held concerning Council Goals and Objectives related to supporting businesses, including consideration of establishing a permanent Business Advisory Committee.

Council consensus was in favor of establishing a permanent Business Advisory Board with five regular members and two alternate members. Discussion ensued on the desired composition of the Board. A suggestion was made that the preponderance of the membership be comprised of persons operating storefront businesses along Northlake Boulevard and U.S. Highway 1. Additional suggestions were to include property owners along the Village's business corridors since they have a financial interest in development; a commercial realtor; and a planner. It was proposed that the alternates be Village residents with businesses in other cities. Consensus was that membership include individuals representing retail, professional service, and personal service businesses; property owners (who may or may not operate a business); and a commercial realtor/business broker. Discussion ensued on waiving residency requirements for the Board.

Discussion took place regarding the mission of the Business Advisory Board to advise Council on what would make our community more business-friendly and more desirable as a location to conduct business. Council discussed the possibility of a public/private partnership, with the Business Advisory Board serving as ambassadors to new businesses and helping to nurture an environment in which businesses can be successful. It was expressed that the Board's focus and scope should be broad in order to allow for innovative ideas and solutions.

This item will be brought back to an upcoming Workshop Session to review specific provisions to be included in an ordinance establishing a permanent Business Advisory Board.

Business Advisory Committee Future Visionary Plan

Purpose:

WE ARE THE LIAISON BETWEEN NORTH PALM BEACH COUNCIL AND THE BUSINESS OWNERS OF THE VILLAGE...

WE HOPE TO ESTABLISH A COMFORT LEVEL WITH THE BUSINESSES DEALING WITH THE VILLAGE...

Functions & Duties:

HOPEFULLY WE CAN GET THE BUSINESS OWNERS TO GET INVOLVED WITH MAKING THIS COMMUNITY WANT TO COME HERE TO OPEN A BUSINESS...

Short Term Goals (6 months):

1. SEE SOME RESULTS FROM THE LAST YEAR'S WORK ON THE SIGN CODE...
2. SOCIAL NETWORKING WITH WEEKLY BREAKFAST MEETING TO HELP
3. INCREASE COMFORT LEVELS FOR THE NEW BUSINESSES IN TOWN ADDRESS LANDSCAPING ISSUES ON US AND NORTHLAKE BLVD...

Long Term Goals (12 months):

1. ESTABLISH A BUSINESS GROUP WITH ON GOING ACTIVITIES OF
2. SOCIAL EVENTS, BUSINESS CONFERENCES, EDUCATIONAL SEMINARS,
3. FAIRS, AND NETWORKING EVENTS....

Comments:

THE POTENTIAL OF A WELL FUNCTIONING BUSINESS GROUP FOR THIS COMMUNITY WOULD BE AN ASSET AND SIMULATE OTHER BUSINESSES TO COME TO THE VILLAGE....

12/7/2011

BARRY PARAIZO
WINSHIPS PRESCRIPTION CENTER

Business Advisory Committee Future Visionary Plan

Purpose:

Functions & Duties:

Short Term Goals (6 months):

1. RECEPTIONS
- 2.
- 3.

Long Term Goals (12 months):

1. VISITS TO BUSINESSES
2. INCREASE SALES
- 3.

Comments:

Louis Neal Eubank

**Minutes of the North Palm Beach Ad Hoc Business Advisory Committee
Wednesday, February 1, 2012**

Present:

Bob Miles, Chair
Raj Shah, Vice Chair
Kim J. Willard, Secretary
Gloria Malden Kaplan
Tom Andres
Barry Paraizo
Darryl Aubrey, Mayor
Bob Gebbia, Councilman
Chuck Huff, Director of Community Development
Jodi Nentwick, Village Planner

Call to Order:

Chair called to order this meeting at 5:30pm

Roll Call: All members present with exception of David Polk

Discussion Topic:

Continue discussion regarding future visionary plan for the Committee and its functions, including the scope, purpose, structure and representation to the community.

The items was taken in order of the visionary plan for the meeting

Several of us offered our views: Mr. Paraizo mentioned that we establish a comfort and rapport level with businesses here already and offer incentives with occupational license.

Need to really work on our purpose and understand more of what the hurdles are. Councilman Gebbia said that we are here to help businesses prosper and succeed.

Chair Miles said the delays are business getting started and then delayed with the Northlake Boulevard Overlay Zoning District (NBOZ) requirements is a reason to possibly just end NBOZ.

Board suggested having Vice Mayor Norris meet with us in regards to discussing possible changes with NBOZ since he is on the Board.

Mayor Aubrey stated we need to identify the barriers to opening a new business within the Village. Chair Miles stated he knows the challenges and delayed he sustained opening his business.

**Minutes of the North Palm Beach Ad Hoc Business Advisory Committee
Wednesday, December 7, 2011**

Present:

Bob Miles, Chair
Raj Shah, Vice Chair
Kim J. Willard, Secretary
Gloria Malden Kaplan
Tom Andres
Barry Paraizo
Darryl Aubrey, Mayor
Bob Gebbia, Councilman
Jamie Titcomb, Village Manager
Chuck Huff, Director of Community Development
Jodi Nentwick, Village Planner

Call to Order:

Chair called to order this meeting at 5:30pm

Roll Call: All members present with exception of David Polk

Minutes of September 7, 2011: Approved 3-1

Mr. Andres votes nay

Discussion Topic:

Discussion regarding future visionary plan for the Committee and its functions, including the scope, purpose structure and representation to the community.

Mrs. Nentwick reviewed suggestions made by September 2011 Council meeting and provided a Visionary Plan to bring before the Council.

Reviewed Jupiter's development organization which is JBiz. Mrs. Nentwick and Mr. Huff have been to the Town of Jupiter and the subsequent departments are on JBiz/Business Development.

Mrs. Malden-Kaplan mentioned the desire to increase business for our small business owners. Are they successful, are they making money, and urges us all to come up with ideas that we can do to promote them.

In regards to above, Mr. Huff mentioned the business forum, Mr. Paraizo mentioned having a social breakfast and Mrs. Malden-Kaplan thought that was a good idea.

Village Manager, Mr. Titcomb added that we really understand what our purpose is as this group, he feels that we need to consider that we are here to direct and to add legislature. We are

here to offer suggestions and to weigh out the alternatives. In other words, how can our advisory board sustain itself in order to establish functions that will benefit the village going forward.

There was no Old Business to come before the Board.

Adjournment

Meeting ended at ~ 6:30pm and next meeting January 4, 2012 at 5:30pm

Minutes prepared by Kim J. Willard (formally Roetzer), Secretary

Business Forum Break-Out Session Results by Categories (held on June 16, 2010)

Task 1 - List the *"Positives"* for doing business in NPB

<u>Retail</u>	<u>Professional</u>	<u>Personal</u>
<p>Safe Community Affluent Community-Good Customer Base "Small Town" feel Close proximate to work Central and easy access to business</p>	<p>Safe Community Affluent Community-Good Customer Base Longevity of business, lower turnover Public Safety Central and easy access to business Strong Economic Base Esthetics of the Village is maintained Village Council proactive open to changes Stable population, not transient Local post office Lower rents Central to Village Staff</p>	<p>Good Restaurants Business Directory "Small Town" feel Public Safety Central to Village Staff Amenities, Country Club & Golf Course Esthetic of village is maintained</p>

Task 2 - List the *"Challenges"* for doing business in NPB

<u>Retail</u>	<u>Professional</u>	<u>Personal</u>
<p>Approval process for Outdoor Dining Access to businesses from Northlake Blvd Lack of signage/visibility Refuse disposal fee too high</p>	<p>Lack of signage/visibility Bldg Dept/License approval process too time consuming Declining tax base from business community NBOZ zoning too challenging for small business owners Older commercial buildings & infrastructure Limited drive by traffic No main designation/draw for consumers within the Village</p>	<p>Elderly vs. Young Property Maintenance Lack of signage/visibility Business supporting each other Bldg Dept/License approval process too time consuming Addresses not visible on commercial buildings Decline in population Code Enforcement time log & enforcing rules</p>

Task 3 - List the *"Potential Solutions"* that would improve business in NPB

<u>Retail</u>	<u>Professional</u>	<u>Personal</u>
<p>Initiate Business "Welcome Wagon" Form Business Advisory Board Expand sign code to allow multi-tenants (5 acres or less) Ease ability to put lighted signs in windows Explore recycling of commercial refuse beyond cardboard/paper Explore composting to reduce costs for restaurants Compare refuse disposal fees bids Private vs. NPB Streamline process for Outdoor Dining approval</p>	<p>Develop master sign plan with aesthetic guidelines Printed business directory for residents Utilize newsletter to highlight businesses and sell ads Address outdated zoning codes & streamline the process</p>	<p>Advertise local businesses Standardize signs Attract an anchor business Form Business Advisory Board Maintain lawns Make addresses visible</p>

**VILLAGE OF NORTH PALM BEACH
COMMUNITY DEVELOPMENT**

TO: Honorable Mayor and Council

FROM: Ed Green, Village Manager 

BY: Chuck Huff, Community Development Director
Jodi Nentwick, Village Planner

DATE: July 12, 2012

SUBJECT: ORDINANCE 1st Reading – Establishing a Permanent Business Advisory Board for Local Businesses within the Village

In 2010, the Council approved Resolution 2010-40 establishing an ad hoc Business Advisory Committee to provide recommendations to the Village Council on matters affecting businesses located within the Village and to act as the liaison between the Village and business community. During their tenure, the ad hoc Business Advisory Committee addressed signage, zoning issues and held a networking event. The ad hoc Committee's term expired effective April 30, 2012.

Attached for your review is the visionary plan, including purpose, functions and duties, and short and long term goals, prepared and discussed by the ad hoc Business Advisory Committee at its February 1, 2012 meeting.

At the May 10, 2012 Council Workshop, Council discussed expanding and implementing their Goals and Objectives as it pertains to being a more "*Business Friendly*" community by establishing a permanent Business Advisory Board with terms, duties and a mission statement.

This item was presented to Council at its June 28, 2012 Workshop Session and was moved with minor changes to the Regular Session. The minor changes have been incorporated in the draft ordinance for your review.

The attached Ordinance has been prepared and reviewed by your Village Attorney for legal sufficiency.

Recommendation:

The Administration is seeking Council consideration and approval establishing a permanent Business Advisory Board for our local business community within the Village of North Palm Beach in accordance to Village policies and procedures.

1 required to be residents of the village and shall, to the extent practicable, consist
2 of: a representative from a retail business, a professional services business and a
3 personal services business; a commercial realtor or business broker; and a
4 commercial property owner.

5
6 (b) Initial Terms. The initial appointments to the board shall take
7 effect upon the effective date of this article with the terms of the members
8 expiring as follows:

9
10 (1) The terms of two (2) members shall expire on April 30, 2015;

11
12 (2) The terms of two (2) members shall expire on April 30, 2014; and

13
14 (3) The term of one (1) member shall expire on April 30, 2013.

15
16 (c) Subsequent terms. Upon expiration of the terms set forth above,
17 each subsequent appointment to the board shall be for a term of three (3) years.

18
19 (d) Alternate members. Alternate members shall serve for a term of
20 one (1) year, with the initial term expiring on April 30, 2013. Alternate members
21 shall be appointed as first alternate and second alternate, and shall serve on the
22 board in that order in the event a regular member is absent.

23
24 **Sec. 17-73. Organization.**

25
26 At the first organizational meeting of the board, the members shall elect a
27 chairman and vice chairman from among the regular members. Subsequent to the
28 initial organization meeting, the board shall appoint a chairman and vice chairman
29 from among its members at the first regular meeting in May of each year.

30
31 **Sec. 17-74. Mission; duties.**

32
33 (a) Mission. The board shall serve in an advisory capacity to the
34 village council, and its mission shall be to promote business development within
35 the village by identifying business opportunities and acting as a liaison between
36 the owners of businesses within the village and the village council.

37
38 (b) Duties. The board's duties shall consist of the following:

39
40 (1) Advise the village council as to recommended improvements to,
41 and the establishment of, village policies and procedures impacting
42 the business community;

43
44 (2) Review and recommend appropriate communication strategies to
45 disseminate village information to the business community;
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- (3) Solicit and facilitate business input in matters of significance to the village;
- (4) Endeavor to build an expanding community of support through education of its members, prospective members, community groups and government officials;
- (5) Advise the village council and village administration on economic and development opportunities within the village;
- (6) Identify, analyze and address legislative issues that may impact the business community; and
- (7) Any additional duties as may be 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 _____, 2012.

PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF _____, 2012.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

Business Advisory Committee Future Visionary Plan

Purpose:

WE ARE THE LIAISON BETWEEN NORTH PALM BEACH COUNCIL AND THE BUSINESS OWNERS OF THE VILLAGE...

WE HOPE TO ESTABLISH A COMFORT LEVEL WITH THE BUSINESSES DEALING WITH THE VILLAGE...

Functions & Duties:

HOPEFULLY WE CAN GET THE BUSINESS OWNERS TO GET INVOLVED WITH MAKING THIS COMMUNITY WANT TO COME HERE TO OPEN A BUSINESS...

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1. SEE SOME RESULTS FROM THE LAST YEAR'S WORK ON THE SIGN CODE...
2. SOCIAL NETWORKING WITH WEEKLY BREAKFAST MEETING TO HELP
3. INCREASE COMFORT LEVELS FOR THE NEW BUSINESSES IN TOWN ADDRESS LANDSCAPING ISSUES ON US AND NORTHLAKE BLVD...

Long Term Goals (12 months):

1. ESTABLISH A BUSINESS GROUP WITH ON GOING ACTIVITIES OF
2. SOCIAL EVENTS, BUSINESS CONFERENCES, EDUCATIONAL SEMINARS,
3. FAIRS, AND NETWORKING EVENTS....

Comments:

THE POTENTIAL OF A WELL FUNCTIONING BUSINESS GROUP FOR THIS COMMUNITY WOULD BE AN ASSET AND SIMULATE OTHER BUSINESSES TO COME TO THE VILLAGE....

12/7/2011

BARRY PARAIZO
WINSHIPS PRESCRIPTION CENTER

Business Advisory Committee Future Visionary Plan

Purpose:

Functions & Duties:

Short Term Goals (6 months):

1. RECEPTIONS
- 2.
- 3.

Long Term Goals (12 months):

1. VISITS TO BUSINESSES
2. INCREASE SALES
- 3.

Comments:

Luia Neal Eubank

**Minutes of the North Palm Beach Ad Hoc Business Advisory Committee
Wednesday, February 1, 2012**

Present:

Bob Miles, Chair
Raj Shah, Vice Chair
Kim J. Willard, Secretary
Gloria Malden Kaplan
Tom Andres
Barry Paraizo
Darryl Aubrey, Mayor
Bob Gebbia, Councilman
Chuck Huff, Director of Community Development
Jodi Nentwick, Village Planner

Call to Order:

Chair called to order this meeting at 5:30pm

Roll Call: All members present with exception of David Polk

Discussion Topic:

Continue discussion regarding future visionary plan for the Committee and its functions, including the scope, purpose, structure and representation to the community.

The items was taken in order of the visionary plan for the meeting

Several of us offered our views: Mr. Paraizo mentioned that we establish a comfort and rapport level with businesses here already and offer incentives with occupational license.

Need to really work on our purpose and understand more of what the hurdles are. Councilman Gebbia said that we are here to help businesses prosper and succeed.

Chair Miles said the delays are business getting started and then delayed with the Northlake Boulevard Overlay Zoning District (NBOZ) requirements is a reason to possibly just end NBOZ.

Board suggested having Vice Mayor Norris meet with us in regards to discussing possible changes with NBOZ since he is on the Board.

Mayor Aubrey stated we need to identify the barriers to opening a new business within the Village. Chair Miles stated he knows the challenges and delayed he sustained opening his business.

**Minutes of the North Palm Beach Ad Hoc Business Advisory Committee
Wednesday, December 7, 2011**

Present:

Bob Miles, Chair
Raj Shah, Vice Chair
Kim J. Willard, Secretary
Gloria Malden Kaplan
Tom Andres
Barry Paraizo
Darryl Aubrey, Mayor
Bob Gebbia, Councilman
Jamie Titcomb, Village Manager
Chuck Huff, Director of Community Development
Jodi Nentwick, Village Planner

Call to Order:

Chair called to order this meeting at 5:30pm

Roll Call: All members present with exception of David Polk

Minutes of September 7, 2011: Approved 3-1

Mr. Andres votes nay

Discussion Topic:

Discussion regarding future visionary plan for the Committee and its functions, including the scope, purpose structure and representation to the community.

Mrs. Nentwick reviewed suggestions made by September 2011 Council meeting and provided a Visionary Plan to bring before the Council.

Reviewed Jupiter's development organization which is JBiz. Mrs. Nentwick and Mr. Huff have been to the Town of Jupiter and the subsequent departments are on JBiz/Business Development.

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Village Manager, Mr. Titcomb added that we really understand what our purpose is as this group, he feels that we need to consider that we are here to direct and to add legislature. We are

here to offer suggestions and to weigh out the alternatives. In other words, how can our advisory board sustain itself in order to establish functions that will benefit the village going forward.

There was no Old Business to come before the Board.

Adjournment

Meeting ended at ~ 6:30pm and next meeting January 4, 2012 at 5:30pm

Minutes prepared by Kim J. Willard (formally Roetzer), Secretary

Business Forum Break-Out Session Results by Categories (held on June 16, 2010)

Task 1 - List the "Positives" for doing business in NPB

<u>Retail</u>	<u>Professional</u>	<u>Personal</u>
Safe Community Affluent Community-Good Customer Base "Small Town" feel Close proximate to work Central and easy access to business	Safe Community Affluent Community-Good Customer Base Longevity of business, lower turnover Public Safety Central and easy access to business Strong Economic Base Esthetics of the Village is maintained Village Council proactive open to changes Stable population, not transient Local post office Lower rents Central to Village Staff	Good Restaurants Business Directory "Small Town" feel Public Safety Central to Village Staff Amenities, Country Club & Golf Course Esthetic of village is maintained

Task 2 - List the "Challenges" for doing business in NPB

<u>Retail</u>	<u>Professional</u>	<u>Personal</u>
Approval process for Outdoor Dining Access to businesses from Northlake Blvd Lack of signage/visibility Refuse disposal fee too high	Lack of signage/visibility Bldg Dept/License approval process too time consuming Declining tax base from business community NBOZ zoning too challenging for small business owners Older commercial buildings & infrastructure Limited drive by traffic No main designation/draw for consumers within the Village	Elderly vs. Young Property Maintenance Lack of signage/visibility Business supporting each other Bldg Dept/License approval process too time consuming Addresses not visible on commercial buildings Decline in population Code Enforcement time log & enforcing rules

Task 3 - List the "Potential Solutions" that would improve business in NPB

<u>Retail</u>	<u>Professional</u>	<u>Personal</u>
Initiate Business "Welcome Wagon" Form Business Advisory Board Expand sign code to allow multi-tenants (5 acres or less) Ease ability to put lighted signs in windows Explore recycling of commercial refuse beyond cardboard/paper Explore composting to reduce costs for restaurants Compare refuse disposal fees bids Private vs. NPB Streamline process for Outdoor Dining approval	Develop master sign plan with aesthetic guidelines Printed business directory for residents Utilize newsletter to highlight businesses and sell ads Address outdated zoning codes & streamline the process	Advertise local businesses Standardize signs Attract an anchor business Form Business Advisory Board Maintain lawns Make addresses visible

**VILLAGE OF NORTH PALM BEACH
COMMUNITY DEVELOPMENT**

TO: Honorable Mayor and Council

FROM: Ed Green, Village Manager 

BY: Chuck Huff, Community Development Director
Jodi Nentwick, Village Planner

DATE: July 26, 2012

SUBJECT: ORDINANCE 2nd Reading – Establishing a Permanent Business Advisory Board for Local Businesses within the Village

In 2010, the Council approved Resolution 2010-40 establishing an ad hoc Business Advisory Committee to provide recommendations to the Village Council on matters affecting businesses located within the Village and to act as the liaison between the Village and business community. During their tenure, the ad hoc Business Advisory Committee addressed signage, zoning issues and held a networking event. The ad hoc Committee's term expired effective April 30, 2012.

Attached for your review is the visionary plan, including purpose, functions and duties, and short and long term goals, prepared and discussed by the ad hoc Business Advisory Committee at its February 1, 2012 meeting.

At the May 10, 2012 Council Workshop, Council discussed expanding and implementing their Goals and Objectives as it pertains to being a more "*Business Friendly*" community by establishing a permanent Business Advisory Board with terms, duties and a mission statement.

This item was presented to Council at its July 12th Regular Session and was approved on 1st Reading with minor modifications. Those minor changes have been incorporated in the ordinance.

The attached Ordinance has been prepared and reviewed by your Village Attorney for legal sufficiency.

Recommendation:

The Administration is seeking Council consideration and approval establishing a permanent Business Advisory Board for our local business community within the Village of North Palm Beach in accordance with Village policies and procedures.

1 (b) Initial Terms. The initial appointments to the board shall take effect
2 upon the effective date of this article with the terms of the members expiring as follows:

3
4 (1) The terms of two (2) members shall expire on April 30, 2015;

5
6 (2) The terms of two (2) members shall expire on April 30, 2014; and

7
8 (3) The term of one (1) member shall expire on April 30, 2013.

9
10 (c) Subsequent terms. Upon expiration of the terms set forth above,
11 each subsequent appointment to the board shall be for a term of three (3) years.

12
13 (d) Alternate members. Alternate members shall serve for a term of
14 one (1) year, with the initial term expiring on April 30, 2013. Alternate members
15 shall be appointed as first alternate and second alternate, and shall serve on the
16 board in that order in the event a regular member is absent.

17
18 **Sec. 17-73. Organization.**

19
20 At the first organizational meeting of the board, the members shall elect a
21 chairman and vice chairman from among the regular members. Subsequent to the
22 initial organization meeting, the board shall appoint a chairman and vice chairman
23 from among its members at the first regular meeting in May of each year.

24
25 **Sec. 17-74. Mission; duties.**

26
27 (a) Mission. The board shall serve in an advisory capacity to the
28 village council, and its mission shall be to promote business development and to
29 support and sustain existing businesses within the village by identifying business
30 opportunities and acting as a liaison between the owners of businesses within the
31 village and the village council.

32
33 (b) Duties. The board's duties shall consist of the following:

34
35 (1) Advise the village council as to recommended improvements to,
36 and the establishment of, village policies and procedures impacting
37 the business community;

38
39 (2) Review and recommend appropriate communication strategies to
40 disseminate village information to the business community;

41
42 (3) Solicit and facilitate business input in matters of significance to
43 the village;

44
45 (4) Endeavor to build an expanding community of support through
46 education of its members, prospective members, community
47 groups and government officials;

- (5) Advise the village council and village administration on business development opportunities within the village;
- (6) Identify, analyze and address legislative issues that may impact the business community; and
- (7) Any additional duties as may be 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 12th DAY OF JULY, 2012.

PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF _____, 2012.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

Business Advisory Committee Future Visionary Plan

Purpose:

WE ARE THE LIAISON BETWEEN NORTH PALM BEACH COUNCIL AND THE BUSINESS OWNERS OF THE VILLAGE...

WE HOPE TO ESTABLISH A COMFORT LEVEL WITH THE BUSINESSES DEALING WITH THE VILLAGE...

Functions & Duties:

HOPEFULLY WE CAN GET THE BUSINESS OWNERS TO GET INVOLVED WITH MAKING THIS COMMUNITY WANT TO COME HERE TO OPEN A BUSINESS...

Short Term Goals (6 months):

1. SEE SOME RESULTS FROM THE LAST YEAR'S WORK ON THE SIGN CODE...
2. SOCIAL NETWORKING WITH WEEKLY BREAKFAST MEETING TO HELP
3. INCREASE COMFORT LEVELS FOR THE NEW BUSINESSES IN TOWN ADDRESS LANDSCAPING ISSUES ON US AND NORTHLAKE BLVD...

Long Term Goals (12 months):

1. ESTABLISH A BUSINESS GROUP WITH ON GOING ACTIVITIES OF
2. SOCIAL EVENTS, BUSINESS CONFERENCES, EDUCATIONAL SEMINARS,
3. FAIRS, AND NETWORKING EVENTS....

Comments:

THE POTENTIAL OF A WELL FUNCTIONING BUSINESS GROUP FOR THIS COMMUNITY WOULD BE AN ASSET AND SIMULATE OTHER BUSINESSES TO COME TO THE VILLAGE....

12/7/2011

BARRY PARAIZO
WINSHIPS PRESCRIPTION CENTER

Business Advisory Committee Future Visionary Plan

Purpose:

Functions & Duties:

Short Term Goals (6 months):

1. RECEPTIONS
- 2.
- 3.

Long Term Goals (12 months):

1. VISITS TO BUSINESSES
2. INCREASE SALES
- 3.

Comments:

Louis Neal Eubank

**Minutes of the North Palm Beach Ad Hoc Business Advisory Committee
Wednesday, February 1, 2012**

Present:

Bob Miles, Chair
Raj Shah, Vice Chair
Kim J. Willard, Secretary
Gloria Malden Kaplan
Tom Andres
Barry Paraizo
Darryl Aubrey, Mayor
Bob Gebbia, Councilman
Chuck Huff, Director of Community Development
Jodi Nentwick, Village Planner

Call to Order:

Chair called to order this meeting at 5:30pm

Roll Call: All members present with exception of David Polk

Discussion Topic:

Continue discussion regarding future visionary plan for the Committee and its functions, including the scope, purpose, structure and representation to the community.

The items was taken in order of the visionary plan for the meeting

Several of us offered our views: Mr. Paraizo mentioned that we establish a comfort and rapport level with businesses here already and offer incentives with occupational license.

Need to really work on our purpose and understand more of what the hurdles are. Councilman Gebbia said that we are here to help businesses prosper and succeed.

Chair Miles said the delays are business getting started and then delayed with the Northlake Boulevard Overlay Zoning District (NBOZ) requirements is a reason to possibly just end NBOZ.

Board suggested having Vice Mayor Norris meet with us in regards to discussing possible changes with NBOZ since he is on the Board.

Mayor Aubrey stated we need to identify the barriers to opening a new business within the Village. Chair Miles stated he knows the challenges and delayed he sustained opening his business.

**Minutes of the North Palm Beach Ad Hoc Business Advisory Committee
Wednesday, December 7, 2011**

Present:

Bob Miles, Chair
Raj Shah, Vice Chair
Kim J. Willard, Secretary
Gloria Malden Kaplan
Tom Andres
Barry Paraizo
Darryl Aubrey, Mayor
Bob Gebbia, Councilman
Jamie Titcomb, Village Manager
Chuck Huff, Director of Community Development
Jodi Nentwick, Village Planner

Call to Order:

Chair called to order this meeting at 5:30pm

Roll Call: All members present with exception of David Polk

Minutes of September 7, 2011: Approved 3-1

Mr. Andres votes nay

Discussion Topic:

Discussion regarding future visionary plan for the Committee and its functions, including the scope, purpose structure and representation to the community.

Mrs. Nentwick reviewed suggestions made by September 2011 Council meeting and provided a Visionary Plan to bring before the Council.

Reviewed Jupiter's development organization which is JBiz. Mrs. Nentwick and Mr. Huff have been to the Town of Jupiter and the subsequent departments are on JBiz/Business Development.

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here to offer suggestions and to weigh out the alternatives. In other words, how can our advisory board sustain itself in order to establish functions that will benefit the village going forward.

There was no Old Business to come before the Board.

Adjournment

Meeting ended at ~ 6:30pm and next meeting January 4, 2012 at 5:30pm

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<u>Retail</u>	<u>Professional</u>	<u>Personal</u>
<p>Approval process for Outdoor Dining Access to businesses from Northlake Blvd Lack of signage/visibility Refuse disposal fee too high</p>	<p>Lack of signage/visibility Bldg Dept/License approval process too time consuming Declining tax base from business community NBOZ zoning too challenging for small business owners Older commercial buildings & infrastructure Limited drive by traffic No main designation/draw for consumers within the Village</p>	<p>Elderly vs. Young Property Maintenance Lack of signage/visibility Business supporting each other Bldg Dept/License approval process too time consuming Addresses not visible on commercial buildings Decline in population Code Enforcement time log & enforcing rules</p>

Task 3 - List the *"Potential Solutions"* that would improve business in NPB

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<p>Initiate Business "Welcome Wagon" Form Business Advisory Board Expand sign code to allow multi-tenants (5 acres or less) Ease ability to put lighted signs in windows Explore recycling of commercial refuse beyond cardboard/paper Explore composting to reduce costs for restaurants Compare refuse disposal fees bids Private vs. NPB Streamline process for Outdoor Dining approval</p>	<p>Develop master sign plan with aesthetic guidelines Printed business directory for residents Utilize newsletter to highlight businesses and sell ads Address outdated zoning codes & streamline the process</p>	<p>Advertise local businesses Standardize signs Attract an anchor business Form Business Advisory Board Maintain lawns Make addresses visible</p>

**SUMMARY MINUTES OF THE BUDGET WORKSHOP SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
JULY 17, 2019**

Present:

Darryl C. Aubrey, Sc.D., Mayor
Mark Mullinix, Vice Mayor
David B. Norris, President Pro Tem
Susan Bickel, Councilmember
Deborah Searcy, Councilmember
Andrew D. Lukasik, Village Manager
Melissa Teal, Village Clerk

ROLL CALL

Mayor Aubrey called the meeting to order at 7:00 p.m. All members of Council were present except Vice Mayor Mullinix, who arrived at 7:06 p.m. All members of staff were present, except the Village Attorney. All Department Directors were present.

Mr. Lukasik distributed these documents to Council: Draft Five Year Capital Improvement Plan (CIP), Strategic Plan Prioritization, FY 2019 and FY 2020 Preliminary Country Club Budget Summary, FY 2019 and FY 2020 General Fund Budget Summary. He pointed out the budget was in the early stages, and there was still opportunity to make decisions and tailor the budget to the Village's needs.

STRATEGIC PLAN PRIORITIZATION

Mr. Lukasik reviewed the Strategic Plan Prioritization and current year projects, including:

- Country Club – estimated completion in October, with tentative Grand Opening on October 26
- Swimming pool improvements in progress
- Commercial Code rewrite – revised draft available by end of month for staff review and preparation for public hearing process
- Pool and Tennis management energized and reconceptualizing
- Residential zoning codes update in Community Development budget
- Pepperwood Circle seawall repair
- Stormwater master plan
- Finalization of boat and RV ordinance
- US 1 Bridge replacement plan, in early comment phase with FDOT
- Environmental initiatives, establishing a committee
- Aggressively pursuing annexation
- Identifying Code Compliance process improvements
- Develop plan for Country Club capital improvements
- Develop marketing plan for Country Club

Councilmember Bickel asked that the first environmental initiative be moving from individual plastic bottles of water at Council meetings.

Mr. Lukasik continued to review the Strategic Plan Prioritization with the projects which were planned for further out, including:

- Lighthouse Drive Bridge replacement
- Lakeside Park Trail project
- Redeveloping Twin City Mall site
- East Alley wall replacement
- Community Center remodeling
- Rebuild financial reserves
- Process refinement
- Parks and Recreation Needs Assessment
- Prosperity Farms Road Bridge – design contract has not been awarded
- More efficient financial software
- Monet seawall repairs
- Get Business Advisory Board up and running and examine priorities
- Impervious Area Plan and sea level rise initiatives

The Councilmembers and staff discussed investment plans to rebuild financial reserves and lessons to draw from businesses and other municipalities that might make financial software more efficient for the Village.

Mr. Lukasik reviewed projects which had received low votes in the prioritization process, including Anchorage Park Phase II and the Lakeside Trail Park project.

Councilmember Searcy asked questions regarding grants and changing the scope of work for Lakeside Park. Discussion ensued, and Director of Parks and Recreation Russell Ruskay stated he would explore options.

President Pro Tem Norris asked about the utility undergrounding initiative. Discussion ensued regarding an undergrounding plan and credit available to the Village.

FY 2020 PROPOSED BUDGET SUMMARY – GENERAL FUND & COUNTRY CLUB

- Millage rate: 7.50 (no increase over FY 2019)
- Personnel: \$17,702,278 (5.48% increase over FY 2019)
- Operating: \$6,424,815 (1.04% increase over FY 2019)
- Debt Service: \$1,553,357 (8.52% increase over FY 2019)
- General Fund CIP Transfer: \$417,150 (3% increase over FY 2019)
- Total Budget: \$26,097,600 (4.48% increase over FY 2019)
- Personnel:
 - General Fund: Full-Time 146, Part-Time 68
 - Country Club: Full-Time 8, Part-Time 27

Mr. Lukasik reviewed high-level budgetary notes from each area, stating there were revenue opportunities within the Country Club that he thought would improve the financial position contemplated in the budget.

PERSONNEL COST ASSUMPTIONS

Mr. Lukasik reviewed the personnel assumptions used to create the budget, including:

- Salary range adjustment
 - Non-union: Per salary study on October 1, 2019
 - PBA: 6% on October 1, 2019
 - IAFF: 3% on October 1, 2019
 - FPE: Per salary study on October 1, 2019
 - Current FPE Agreement expires September 30, negotiations will pick up in the next week
- Merit increases: budget assumes 4% on anniversary date
- Wage adjustment
 - PBA: 6% on anniversary date
 - IAFF: 3% on October 1, 2019
 - FPE: Estimating 4% on October 1, 2019
- Health insurance: 5% increase
- Workers' Compensation: 2% increase
- Pension Contribution
 - ICMA: 15%
 - Police and Fire Pension: Total required is \$1,072,000
 - General Employee Pension: Total required is \$355,507

Mr. Lukasik explained budget numbers would be updated as information is gathered and discussion is held with staff and at budget review meetings.

Discussion ensued regarding individual and family health insurance options available to employees and potential changes to the cost of coverage as well as alternative options.

PERSONNEL CHANGES

	FY 2020	FY 2019	Change
Full-Time	154	151	+3 FT
Part-Time	95	95	-2 PT

Mr. Lukasik reviewed personnel changes for FY 2020, including:

- 1 full-time Country Club Administrative Coordinator added
- 1 full-time Country Club Trades Mechanic added
- 5 part-time Recreation Assistants removed
- 1 full-time Recreation Assistant added
- 1 part-time Community Development Administrative Assistant removed
- 1 part-time Information Technology (IT) Administrative Assistant added
- 1 part-time Tennis Camp Counselor added
- 2 part-time Library Clerks added

Mr. Lukasik explained needs at the Country Club and discussion ensued regarding the need for a Trades Mechanic to handle maintenance issues and the benefits of having someone on staff versus hiring outside contractors as problems arise, as well as the need for an Administrative Coordinator. Consensus was reached to start the year with a part-time Administrative Coordinator at the Country Club rather than full-time.

Discussion continued regarding personnel needs for additional part-time person in IT to keep up with changing needs, including contracts, auditing, and answering office telephones.

Mr. Lukasik explained the need for a part-time camp counselor, which was balanced in the budget by additional revenue. Discussion ensued regarding the hours needed for programming.

Library Director Zakariya Sherman explained savings in his department due to retirements and discussed ensued regarding services for the children's department.

Discussion ensued regarding pay bumps for sanitation workers with commercial driver's licenses. Director of Public Works Steve Hallock explained his approach to reorganizing the department based on the flexibility of having additional sanitation drivers available when issues arise.

FY 2020 PRELIMINARY BUDGET SUMMARY – COUNTRY CLUB

- Personnel: \$1,046,372 (26.33% increase over FY 2019)
- Operating: \$2,373,075 (46.64% increase over FY 2019)
- Debt Service: \$433,689 (no increase over FY 2019)
- Total Budget: \$3,853,136 (33.78% increase over FY 2019)

Mr. Lukasik reviewed revenues at the Country Club, noting an ongoing effort to capture all revenues and expenses in the appropriate places in the budget. Discussion ensued regarding operations of the golf shop and driving range.

FY 2020 PRELIMINARY BUDGET SUMMARY – GENERAL FUND

- Personnel: \$17,702,278 (5.48% increase over FY 2019)
- Operating: \$6,424,815 (1.04% increase over FY 2019)
- Debt Service: \$1,553,357 (8.52% increase over FY 2019)
- Transfer Out: \$417,150 (3% increase over FY 2019)
- Total Budget: \$26,097,600 (4.48% increase over FY 2019)

Mr. Lukasik reviewed revenues in the General Fund, pointing out a more aggressive approach had been taken to looking at trends in revenue sources and utilities to make sure staff was capturing what it could. He noted changes to fines and fees in Community Development would be discussed during later meetings. Discussion ensued regarding licensing and permit fees and how realistic adjustments made to the budget were.

Mr. Lukasik discussed positive changes which had been made to stabilize the Building Department, and strategy moving forward. Discussion ensued regarding the cost associated with utilizing consultants.

Mr. Lukasik pointed to changes in the Pool and Tennis budgets, noting some of the change was a shift of line items from Recreation to Pool. He explained the structure of the organization needed adjustment in Tennis, and the changes to paying the pros following the IRS audit. The Council members asked questions about how other municipalities handled the issue, and Mr. Lukasik stated he would do additional research.

CAPITAL IMPROVEMENT PLAN OVERVIEW

Mr. Lukasik explained the format of the Capital Improvement Plan book. He briefly discussed the FY 2020-2023 Capital Improvement Plan, FY 2020 Village funded capital projects, and FY 2020 Infrastructure Surtax projects.

FY 2020 TAXABLE VALUE AND MILLAGE SELECTION

- Millage Rate: \$7.50 mills (no increase over FY 2019)
- Gross Taxable Value: \$2,348,992,794 (5.18% increase over FY 2019)
- Budgeted Ad Valorem: \$16,736,574 (\$62,333 increase over FY 2019)

Mr. Lukasik outlined the Village's taxable value growth in comparison to nearby communities. He explained the Village Manager's proposed Millage Rate was 7.50 mills, setting the maximum millage rate allowed for the Village. He noted the adoption was tentative and Council could reduce the rate for the final Adopted Budget and discussion ensued on the process for adoption.

CONSENSUS

Council consensus was in favor of setting the tentative FY 2020 Millage Rate at 7.50.

NEXT BUDGET WORKSHOP

The next Budget Workshop Session will be held August 1, 2019 to consider these departmental budgets: Village Council, Village Clerk, Village Attorney, Village Manager, Human Resources, Information Technology, Finance, and Debt & Other.

Mayor Aubrey distributed a memo regarding fees for services and asked Council to review for further discussion. Discussion ensued regarding the options available and evaluation of the fee schedule in Public Services.

ADJOURNMENT

With no further business to come before the Council, the meeting adjourned at 9:25 p.m.


Completed by Jessica Green, MMC, Village Clerk