



VILLAGE OF NORTH PALM BEACH SPECIAL SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, JUNE 30, 2022
7:00 PM

Deborah Searcy
Mayor

David B. Norris
Vice Mayor

Susan Bickel
President Pro Tem

Darryl C. Aubrey
Councilmember

Mark Mullinix
Councilmember

Andrew D. Lukasik
Village Manager

Leonard G. Rubin
Village Attorney

Jessica Green
Village Clerk

INSTRUCTIONS TO JOIN MEETING ELECTRONICALLY

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

<https://us02web.zoom.us/j/84011984390?pwd=eTkyQTZHR0thQnBXb0lrTTNKd1ZnUT09>

Meeting ID: 840 1198 4390

Passcode: 437128

One tap mobile

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+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 840 1198 4390

Passcode: 437128

ROLL CALL

INVOCATION - MAYOR

PLEDGE OF ALLEGIANCE - VICE MAYOR

AWARDS AND RECOGNITION

APPROVAL OF MINUTES

1. Minutes of the Regular Session held May 26, 2022
2. Minutes of the Special Session held June 2, 2022
3. Minutes of the Regular Session held June 9, 2022

COUNCIL BUSINESS MATTERS

STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

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

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

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

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

4. **1ST READING OF ORDINANCE 2022-12 – CODE AMENDMENT – THREE TIER ASSESSMENT STRUCTURE FOR SINGLE-FAMILY RESIDENTIAL PROPERTIES** Consider a motion to adopt on first reading Ordinance 2022-12 amending Chapter 30, "Stormwater Management Utility," of the Village Code of Ordinances by amending Section 30-6, "Stormwater Management Utility Assessments," to create three tiers for assessments imposed against improved single-family residential properties.
5. **1ST READING OF ORDINANCE 2022-13 – CODE AMENDMENT – MEETINGS AND GATHERINGS AT PARKS, PLAYGROUNDS AND RECREATION** Consider a motion to adopt on first reading Ordinance 2022-13 amending Division 2, "Permit," of Article II, "Meetings and Gatherings," of Chapter 20, "Parks, Playgrounds and Recreation," of the Village Code of Ordinances by amending Section 20-31, "Permit Required," to increase the permit requirement threshold to twenty persons.

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.

6. **RESOLUTION** – Accepting a proposal from ForeverLawn Palm Beach, LLC for repairs and artificial turf installation at the Country Club Driving Range at a total cost of \$27,855; and authorizing execution of the Contract.

OTHER VILLAGE BUSINESS MATTERS

- 7. RESOLUTION – 2ND AMENDMENT TO LONG-RANGE PLANNING AND ZONING SERVICES CONTRACT** Consider a motion to adopt a resolution approving a Second Amendment to an Agreement with NZ Consultants, Inc. for current and Long-Range Planning and Zoning Services to increase the total amount of compensation not to exceed \$75,000 and retroactively extend the term of the Agreement through September 30, 2022; and authorizing execution of the Second Amendment.
- 8. RESOLUTION – AMENDMENT TO AGREEMENT FOR BUILDING INSPECTION SERVICES** Consider a motion to adopt a resolution approving an Amendment to an Agreement with C.A.P. Government, Inc. for Building Inspection Services to increase the total compensation by \$40,000 to a total compensation not to exceed \$65,000; and authorizing execution of the Amendment.
- 9. RESOLUTION – AMENDMENT TO CONCEPTUAL BRIDGE AND STREETScape DESIGNS CONTRACT** Consider a motion to adopt a resolution approving an Amendment to the Contract with Gentile Holloway O'Mahoney & Associates, Inc. for conceptual bridge and streetscape designs for Prosperity Farms Road, U.S. Highway One and Lighthouse Drive reducing the total amount of compensation from \$176,605 to \$173,227; and authorizing execution of the Amendment.
- 10. RESOLUTION – IRRIGATION PUMP STATION REPLACEMENT** Consider a motion to adopt a resolution accepting a bid proposal from Sullivan Electric & Pump, Inc. for the replacement of the irrigation pump station at the North Palm Beach Country Club at a total cost of \$256,207; and authorizing execution of the Contract.

COUNCIL AND ADMINISTRATION MATTERS

MAYOR AND COUNCIL MATTERS/REPORTS

VILLAGE MANAGER MATTERS/REPORTS

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

ADJOURNMENT

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

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

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



DRAFT MINUTES OF THE REGULAR SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
MAY 26, 2022

Present:

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

ROLL CALL

Mayor Searcy called the meeting to order at 7:00 p.m. All members of Council were physically present except for President Pro Tem Bickel who attended via internet connection. All members of staff were present.

INVOCATION AND PLEDGE OF ALLEGIANCE

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

AWARDS AND RECOGNITION

Mayor Searcy presented a Proclamation for National Gun Violence Awareness Day to Moms Demand Action for Gun Sense in America.

APPROVAL OF MINUTES

The Minutes of the Regular Session held May 12, 2022 were approved as written.

STATEMENTS FROM THE PUBLIC

John Samadi, 512 Marlin Road, expressed his concerns with the new building on U.S. Highway 1 south of the Post Office.

Tim Hullihan, 840 Country Club Drive, presented a PowerPoint that gave his opposing views on the new recycling policy and expressed concern that the community should be educated and involved in the recycling process and procedure.

Chris Ryder, 118 Dory Road S, expressed his concern regarding the changes made to the Zoning Ordinance during the Covid lockdown in the spring of 2020.

Mary Phillips, 525 Ebbtide Drive, expressed her concern regarding Anchorage Park and the value of having a greenspace.

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

ORDINANCE 2022-11 CODE AMENDMENT – UTILITY TRAILERS PARKING REGULATIONS

A motion was made by Councilmember Mullinix and seconded by Councilmember Aubrey to adopt and enact on second reading Ordinance 2022-11 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, AMENDING ARTICLE III, “STOPPING, STANDING AND PARKING,” OF CHAPTER 18, “MOTOR VEHICLES AND TRAFFIC,” OF THE VILLAGE CODE OF ORDINANCES BY AMENDING SECTION 18-33, “DEFINITIONS,” AND SECTION 18-34, “PARKING RESTRICTED,” TO REGULATE THE PARKING OF UTILITY TRAILERS IN RESIDENTIAL ZONING DISTRICTS; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lukasik explained that the ordinance would regulate the parking of utility trailers in the residential zoning districts. The purpose of the code was to improve the aesthetics while making sure that there weren't any negative impacts on the ability of residents to conduct commercial activities. The code would provide some language restricting the use of trailers for personal and commercial use while preserving the commercial livelihood of residents. Mr. Lukasik stated that there was a generous grandfathering clause in the ordinance. A resident who demonstrates that he or she cannot meet the screening or setback requirements for the parking of a utility trailer on a lot within the R-1 or R-2 residential zoning districts can appeal to the Planning Commission or apply for an exemption. Mr. Lukasik explained the criteria for the exception and recommended approval of the ordinance on second reading.

Mayor Searcy opened public comment.

John Samadi, 512 Marlin Road, expressed his concerns with a portion of the code related to utility trailers.

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

Mayor Searcy had a question about the difference between an exemption and a waiver.

Mr. Rubin explained that a waiver was a relaxation of the standards and an exemption did not require residents to comply.

Mayor Searcy expressed concern that the intention of the code was to make residents comply with the utility trailer screening.

Mr. Rubin explained that if a resident had certain screening situations they could go before the Planning Commission who could impose conditions.

Councilmember Aubrey reiterated that residents should comply with the screening code when possible.

President Pro Tem Bickel asked whether PVC poles and netting were not acceptable in the Village.

Mr. Lukasik stated that per the code they were not acceptable.

Thereafter the motion to adopt and enact Ordinance 2022-11 on second reading passed unanimously.

CONSENT AGENDA APPROVED

Vice Mayor Norris moved to approve the Consent Agenda. Councilmember Aubrey seconded the motion, which passed unanimously. The following items were approved:

Resolution approving an Agreement with Phillips and Jordan, Inc. for Hurricane/Disaster Debris Removal, Reduction and Disposal Services; and authorizing execution of the Agreement.

Receive for file Minutes of the Environmental Committee Meeting held 3/7/22.

Receive for file Minutes of the Golf Advisory Board Meeting held 4/25/22.

RESOLUTION 2022-43 – SOLID WASTE TRUCK PURCHASE

A motion was made by President Pro Tem Bickel and seconded by Councilmember Aubrey to adopt Resolution 2022-43 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING THE PURCHASE OF ONE 2022 MACK TE64 FRONT LOAD TRUCK FROM NEXTRAN CORPORATION D/B/A NEXTRAN TRUCK CENTER OF RIVIERA BEACH AT A TOTAL COST OF \$307,939; AUTHORIZING ALL NECESSARY DOCUMENTS TO EFFECTUATE THE PURCHASE; AND AUTHORIZING EXECUTION OF A BUDGET AMENDMENT TO FUND THE PURCHASE.

Mr. Holloway explained that the purchase of the truck was part of the normal rotation of vehicles. After assessing the garbage pickups on the commercial side which is in conjunction with the multi-family pickups, staff now runs a total of three (3) trucks a day whereas in the past there were some challenges with not having any trucks running. Mr. Holloway explained that the new 2022 demo truck was in the process of completion and the purchase of the truck came under budget at a reduced cost of \$30,000. The Public Works Department expects the arrival of the new truck within six (6) weeks versus six (6) to nine (9) months.

Deborah Cross, 2560 Pepperwood Circle, gave her input regarding recommendations for deployment of FY2021 General Fund Net Income Funds.

Mayor Searcy asked which Village logo would be displayed on the truck and recommended that it be consistent with the Village currently being used.

Mr. Holloway advised that the new truck would display the new Village logo with the intention of retro fitting the existing fleet trucks in the future.

Thereafter, the motion to adopt Resolution 2022-43 passed unanimously.

DISCUSSION – Option for Single-Family Residential Stormwater Fees

Mr. Lukasik introduced Mr. Rob Taylor from Hazen and Sawyer. Mr. Lukasik briefly explained that after the Stormwater fee was adopted last year public comments were received from residents concerned that the equity of using a flat rate for all single family residential properties was inequitable. Village Council directed staff to go back and take a look at some of the single-family residential classes to develop a mechanism that would create more equity within the single-family residences or class.

DISCUSSION – Option for Single-Family Residential Stormwater Fees *continued*

Rob Taylor with Hazen and Sawyer began his analysis explaining the rate structure and assessment program noting that the utility fee creating multi classification was the most common being that the single family residential was the largest class making up almost 85% percent of the parcels in the Village. A single flat rate fee was applied to all single family residential parcels which was not uncommon in the world of stormwater utilities. Mr. Taylor discussed and explained all options for single family residential stormwater fees. Mr. Taylor recommended two options to the council for consideration. Mr. Taylor concluded that all tiers would generate similar revenue for their classifications but the larger tiers would be paying more than the smaller tiers.

Discussion ensued between Councilmembers and Mr. Taylor regarding the Stormwater Fees process and the necessity to review and consider making changes to the process.

Chris Ryder, 118 Dory Road S, expressed concern regarding the property assessment of the ad-valorem tax bill for lower income residents and religious organizations.

Deborah Cross, 2560 Pepperwood Circle S, expressed concern regarding the impervious area of some residences versus the pervious residences' tax rate.

Mary Phillips, 525 Ebbtide Drive expressed concern regarding the tier system and recommended that Council reconsider the equitable system.

Discussion ensued between Councilmembers regarding the Stormwater Fees process and the necessity to review and consider making changes to the process.

MAYOR AND COUNCIL MATTERS/REPORTS

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

A motion was made by Vice Mayor Norris and seconded by Councilmember Aubrey to designate Mayor Searcy as voting delegate for the Florida League of Cities Conference.

Thereafter the motion passed unanimously.

Mayor Searcy stated that she attended the Net Team meeting and recommended having a community wide garage sale where residents each have their own garage sale annually versus having it at the Community Center where residents bring their items to the center to have a Village wide garage sale.

Mayor Searcy asked Mr. Lukasik about applying for grants through the Vulnerability Assessment Program with Reliant Florida.

Mr. Lukasik stated that the Village had a stormwater plan that would help the Village start applying for grants.

President Pro Tem Bickel asked for clarification concerning carbon admission and sanitation man hours.

Mr. Holloway stated that the 2000 man hours worked out to about two (2) hours per week with the current staff. Mr. Holloway explained how the pickup days balance, while also noting some of the safety concerns the drivers face while picking up trash in the Village.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:14 p.m.

Philippa Davis, Deputy Village Clerk



DRAFT MINUTES OF THE SPECIAL SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
JUNE 2, 2022

Present: Deborah Searcy, Mayor
David B. Norris, Vice Mayor
Susan Bickel, President Pro Tem
Darryl C. Aubrey, Sc.D., Councilmember
Len Rubin, Village Attorney
Jessica Green, Village Clerk

Absent: Mark Mullinix, Councilmember
Andrew D. Lukasik, Village Manager

ROLL CALL

Mayor Searcy called the meeting to order at 6:00 p.m. All members of Council were present except for Councilmember Mullinix who was out of town. All members of staff were present except for Andrew D. Lukasik, Village Manager.

STATEMENTS FROM THE PUBLIC

These residents addressed the Council with their thoughts regarding Village Manager Lukasik's resignation, their recommendations for Interim Village Manager, and the hiring process for a new Village Manager:

Rita Budnyk, 804 Shore Drive
Mary Phillips, 525 Ebbtide Drive
Deborah Cross, 2560 Pepperwood Circle S
Patricia Friedman, 1208 Marine Way
Karen Marcus, 920 Evergreen Drive

DISCUSSION – VILLAGE MANAGER'S UPCOMING VACANCY

Discussion began between Councilmembers and between the Councilmembers and Human Resources Director Renee Govig and Mr. Rubin regarding next steps in addressing the Village Manager's upcoming vacancy. The discussion included the new Village Manager's recruitment process, salary range, the structure of the office and choosing an interim Village Manager.

As a result of the discussion, Council decided on the following measures or actions in addressing the Village Manager's upcoming vacancy.

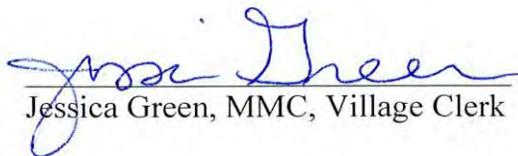
- Village Manager Lukasik would be asked if he would be able to complete certain prioritized tasks before his departure. The tasks identified were finalizing and receiving a vote regarding the proposed narrowing of U.S. Highway 1, finalizing changes or updates to the residential code, and finding a replacement for the Community Development Director position.

DISCUSSION – VILLAGE MANAGER’S UPCOMING VACANCY *continued*

- The search for the new Village Manager would not be undertaken by an outside search agency and would be done in-house by the Village’s Human Resources staff. The search should take as long as necessary to find the right person for the job.
- No changes would be made to the Village Manager’s current job description
- The Village Manager’s annual salary range would be advertised in the job posting as \$200,000 to \$250,000.
- The possibility of adding an Assistant Village Manager position would be considered during budget discussions.
- Public Works Director Chuck Huff would be asked if he would be willing to fill in as Interim Village Manager. If Mr. Huff accepts the position, he would begin as Interim Village Manager on July 1, 2022 and his salary would be the same as Mr. Lukasik’s starting salary of \$159,000.

ADJOURNMENT

With no further business to come before the Council, the meeting adjourned at 6:49 p.m.


Jessica Green, MMC, Village Clerk



DRAFT MINUTES OF THE REGULAR SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
JUNE 9, 2022

Present:

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

ROLL CALL

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

INVOCATION AND PLEDGE OF ALLEGIANCE

Reverend William Dominick O'Shea led the public in the pledge of allegiance and gave the invocation.

AWARDS AND RECOGNITION

Mayor Searcy presented a Proclamation to Reverend William Dominick O'Shea for the 60th Anniversary of his ordination.

STATEMENTS FROM THE PUBLIC

Judy Pierman, 560 Greenway Drive, thanked Council for awarding Reverend William Dominick O'Shea a proclamation. Mrs. Pierman expressed her appreciation for Reverend O'Shea and stated that he has been a positive influence in the Village.

Russell Beverstein, 415 U.S. Highway 1, expressed his appreciation for the Village and the Village's Country Club. Mr. Beverstein recommended that Council consider other options for a restaurant at the Country Club when the current restaurant's lease agreement was up for renewal.

Chris Ryder, 118 Dory Road S, discussed and expressed his concern regarding changes that were made to the Village's code between the spring of 2019 and the summer of 2020.

CONSENT AGENDA APPROVED

Councilmember Aubrey moved to approve the Consent Agenda. Vice Mayor Norris seconded the motion, which passed unanimously. The following item was approved:

Receive for file Minutes of the Recreation Advisory Board Meeting held 5/10/22.

PRESENTATION – Town of Lake Park Draft Land Development Regulations for the Twin City Mall Site

John D ‘Agostino Town Manager for the Town of Lake Park introduced himself and expressed his appreciation for Village Manager Lukasik and stated that Mr. Lukasik would be missed after his departure from the Village. Mr. D ‘Agostino gave a brief history of the C-3 Regional Business District and the partnership between the Town of Lake Park and the Village of North Palm Beach. Mr. D ‘Agostino introduced Nadia DiTommaso, Community Development Director for the Town of Lake Park and stated that she would give a presentation to discuss and explain a completed draft of new land development regulations for the C-3 Regional Business District which is also known as the Twin City Mall.

Ms. DiTommaso began the presentation by explaining the portions of the Twin City Mall property that were within the Village and within the Town of Lake Park’s boundaries, and the history of the property. Ms. DiTommaso explained that the Town was proposing regulations that would allow a more intensive pattern of mixed use and increased height. Ms. DiTommaso explained that the proposed regulations would include added architectural requirements and building typologies for building massing with locations specified on a regulating plan. Density would be increased to forty-eight (48) dwelling units per acre for residential projects and an overall 2.0 floor area ratio (FAR). Buildings can also be built up to a maximum of twelve (12) stories in height or 160 feet. Ms. DiTommaso explained that the code would provide for continuity of design, connectivity and coordination between the Town and the Village.

Deborah Cross, 2560 Pepperwood Circle S, expressed her concerns with the proposed regulations for the Twin City Mall property.

Mr. Lukasik thanked D ‘Agostino for his comments. Mr. Lukasik gave an update on the Village’s proposed changes to regulations with regards to the Twin City Mall property. Mr. Lukasik discussed and explained the residential and commercial portions of the site. Mr. Lukasik stated that the Village had been working with the owner of the Twin City Mall property and discussing its proposed development with the developer. Mr. Lukasik discussed and explained the concept plans for the site which would include a mix of residential and commercial and stated that Village staff have given their critiques and recommendations to the developer and plan to have a future meeting with them to discuss final comments.

RESOLUTION 2022-44 – LIBRARY SHELVING UNITS PURCHASE

A motion was made by Vice Mayor Norris and seconded by Councilmember Aubrey to adopt Resolution 2022-44 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING AND AUTHORIZING THE PURCHASE OF LIBRARY SHELVING UNITS FOR THE VILLAGE LIBRARY FROM R. GEORGE & ASSOCIATES, INC. PURSUANT TO PRICING ESTABLISHED IN AN EXISTING PALM BEACH COUNTY CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

Director of Leisure Services Zak Sherman explained the purpose of the resolution. Mr. Sherman explained how funding for the purchase of new shelving for the 2nd story of the library was obtained mainly through donations. Mr. Sherman thanked President Cathy Graham and the members of the Friends of the Library for their help in raising and donating money for the project. Mr. Sherman showed pictures of what the new shelving would look like and stated that the new shelving would replace the original shelving which has been in place since the library opened in 1969. Mr. Sherman discussed and explained the design, specifications and functions of the new shelving. Mr. Sherman concluded by stating that the steel wall shelving would take approximately sixteen (16) weeks and the mobile floor shelving would take approximately twelve (12) weeks.

RESOLUTION 2022-44 – LIBRARY SHELVING UNITS PURCHASE *continued*

Staff is expecting to have another grand opening of the library after the 2nd floor renovations are completed.

Mayor Searcy thanked the Friends of the Library for all of their hard work.

Discussion ensued between Council and Mr. Sherman regarding the comparison of storage capacity, safety mechanisms and composition between the new shelving and the old shelving.

Thereafter, the motion to adopt Resolution 2022-44 passed unanimously.

RESOLUTION 2022-45 – AMENDMENT TO FISCAL YEAR 2022 BUDGET’S ORGANIZATIONAL CHARTS AND COMPREHENSIVE PAY PLAN

A motion was made by Councilmember Mullinix and seconded by President Pro Tem Bickel to adopt Resolution 2022-45 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA AMENDING THE ORGANIZATIONAL CHARTS AND COMPREHENSIVE PAY PLAN ADOPTED AS PART OF THE FISCAL YEAR 2022 BUDGET TO IMPROVE SERVICE DELIVERY; REVISING POSITIONS WITHIN THE PUBLIC WORKS DEPARTMENT, THE VILLAGE CLERK’S OFFICE, THE COMMUNITY DEVELOPMENT DEPARTMENT AND THE COUNTRY CLUB; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Lukasik discussed and explained the following proposed changes. Elimination of the Streets and Stormwater Manager and Solid Waste Manager positions, creation of the Field Operations Manager and Facility Manager positions, and the addition of a part-time Facilities Maintenance Technician in the Public Works Department. The elimination of the Administrative Coordinator position in the Clerk’s Office and the creation of the Code Compliance Assistant in the Community Development Department. There would also be the replacement of the existing Accounting Clerk position with an Accountant position in the Country Club Budget. Mr. Lukasik discussed and explained the reasoning for the changes and stated that the changes did not create any immediate impact on the operating budget.

Thereafter, the motion to adopt Resolution 2022-45 passed unanimously.

PRESENTATION – Building Recertification Process

Building Official Wayne Cameron began a presentation giving an update on the building recertification process. Mr. Cameron gave a history of the proposed changes to the process and an update on what took place since the last time the process was discussed at a previous Council meeting. As a result of County meetings and State legislative sessions, Governor DeSantis signed Senate Bill 4D Statewide Building Milestone Inspections which requires that a condominium or cooperative must have a milestone inspection performed for each building that is three stories or more in height by December 31st of the year the building turns thirty (30) years old and every ten (10) years thereafter. If the building is located within three (3) miles of the coastline, the inspection must be performed by December 31st of the year the building reaches twenty-five (25) years old and every ten (10) years thereafter. If a building certificate of occupancy was issued before July 1, 1992 the building’s initial milestone inspection must take place by December 31, 2024.

PRESENTATION – Building Recertification Process *continued*

The milestone inspection consists of two (2) phases. The first phase is a visual inspection by a licensed architect or engineer. If significant structural deterioration is identified, a second phase would commence and would include a full assessment of the areas of structural distress. A phase one and two report would be required to be submitted to the local jurisdiction's building official.

Mr. Cameron continued stating that the Senate Bill would also require that a condominium or cooperative have a structural integrity reserve study completed every ten (10) years and effective December 31, 2024 the bill prohibits the waiver or reduction of reserves for items that are required to be inspected in a structural integrity reserve study and reserve funds may only be used for their intended purpose.

Mr. Cameron stated that the next meeting of the Building Official's Subcommittee would take place on July 18, 2022 where they will discuss next steps and set up countywide procedures and protocols that fall in line with the State's requirements.

Discussion, questions, and answers ensued between Council and Mr. Cameron.

Mr. Cameron stated that he would get clarification on whether or not the new bill's requirements were intended for buildings over three stories high and bring that information back to Council.

Deborah Cross, 2560 Pepperwood Circle S, asked if the Senate bill's requirements included commercial buildings or if it was just for residential buildings.

Chris Ryder, 118 Dory Road S, expressed concern that the Senate bill allows architects or engineers to make the inspections on buildings and requested that Council and staff make a request to change the language of the bill allowing only engineers to make those inspections.

DISCUSSION – Anchorage Park Dry Storage Project

Mr. Sherman began a presentation that gave an update on the proposed Anchorage Dry Storage Project. Mr. Sherman discussed and explained the layout and plans for the proposed project. Mr. Sherman discussed and explained the budget for the proposed project. Mr. Sherman stated that the current budget for the project was \$500,000; however, the preliminary cost estimate from the Village Engineer was \$1,609,234.80. Mr. Sherman stated that Mr. Lukasik had recommended to the Audit Committee that \$560,000 of FY 2021 General Fund Net Income Funds be used towards the East Alleyway Resurfacing/Wall Replacement project and/or the Anchorage Dry Storage Project. Should the entire \$560,000 Net Income be applied to the Anchorage Dry Storage Project, it would increase the project's budget to \$1,060,000 but would still be over budget by \$549,234.80. Mr. Sherman discussed and explained how the Village could recover the entire cost of the project within ten (10) years by raising the rental fees. Mr. Sherman discussed current rental fees and proposed rental fees.

Discussion ensued between Council, Mr. Sherman and Mr. Lukasik regarding the proposal of raising rental fees to recoup the costs of the proposed project.

Mr. Sherman concluded the presentation by discussing next steps for the proposed project which were to finish civil, electrical and landscaping plans to one-hundred percent (100%), develop a strategy for existing customers during construction, and get bid specs out and award a contract at the start of the new fiscal year.

Mr. Sherman showed options for surfacing, striping and milling for the proposed project.

Discussion ensued between Council and Adam Swaney from Engenuity Group, Inc. regarding the different options for striping, surfacing and milling for the proposed project.

DISCUSSION – Anchorage Park Dry Storage Project *continued*

Mr. Sherman discussed fencing, hedging and landscaping for the proposed project.

These residents addressed the Council with their concerns and recommendations regarding the Anchorage Dry Storage Project:

Chris Ryder, 118 Dory Road S

Deborah Cross, 2560 Pepperwood Circle

Lisa Jensen, 606 Shore Road

Mary Phillips, 525 Ebbtide Drive

Cathy Graham, 508 Fairwind Drive

Kim Pasqualini, 632 Inlet Drive

Emily O’Mahoney from Gentile Holloway O’Mahoney & Associates, Inc. discussed and explained the proposed plantings and landscaping for the proposed project.

Discussion ensued between Council, staff and Ms. O’Mahoney regarding the proposed landscaping for the proposed project.

Mr. Sherman stated that the Recreation Advisory Board would be reviewing and discussing the proposed project at their next meeting and would then bring their recommendations to the Planning Commission and subsequently bring it back before Council.

MAYOR AND COUNCIL MATTERS/REPORTS

Councilmember Mullinix expressed his disappointment that the Special Council Meeting that took place on June 2nd was not offered online through Zoom.

Mayor Searcy recommended reviewing and revising the Village’s processes when it came to new development in the Village.

Mr. Rubin explained that the Village cannot deny new projects or development if they meet the requirements of the Comprehensive Plan unless waivers or special exceptions are requested.

Discussion ensued between Council and Mr. Rubin regarding the revision of policies and procedures for approving projects or development within the Village.

Mayor Searcy clarified that political signs that are erected more than thirty (30) days before an election was in violation of the Village code but in keeping with a Supreme Court ruling, the Village cannot regulate the content of signs. Mayor Searcy recommended that the Village’s sign code be revised.

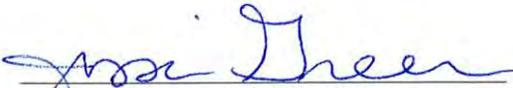
Discussion ensued between Council and Mr. Rubin regarding proposed revisions to the Village’s sign code.

Mr. Rubin stated that recommendations for revisions to the sign code would be brought to Council at a future meeting.

Mr. Lukasik explained and discussed an incident that took place at Lakeside Park between a family group gathering and the Village’s police. The police were enforcing the Village’s code with regards to the amount of persons that can gather at the park. Mr. Lukasik stated that he and staff had discussions with the family who was emotionally distraught by the incident. Mr. Lukasik recommended that the Village’s code pertaining to group gatherings in parks be revisited and revised.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 9:37 p.m.



Jessica Green, MMC, Village Clerk

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

TO: Honorable Mayor and Members of the Village Council

FROM: Andrew D. Lukasik, Village Manager

DATE: June 30, 2022

SUBJECT: **Ordinance** – Amendment of the Stormwater Utility Ordinance to include a Three Tiered Utility Assessment for Single Family Residential Properties.

Due to concerns about the condition of the Village’s aging stormwater system and the lack of funding available to address such concerns, the Village Council determined that it was necessary to establish a dedicated funding stream to address stormwater system needs. To that end, on July 8, 2021, the Village Council created a Stormwater Management Utility and a Stormwater Management Utility Fund and provided for the adoption of Stormwater Management Utility Assessments, to be levied by future Resolution against real property in the Village. Further, on September 8, 2021, the Village Council established a non-ad valorem assessment roll to fund stormwater system improvements.

During the September 8, 2021 hearing to establish the non-ad valorem assessment roll, the Village Council received comments from residents who questioned the equity of using a flat rate for all single family residential properties. Specifically, residents questioned the use of a flat fee for the single-family residential class when there are large and small parcels as well as greater amounts of pervious and impervious surfaces throughout the Village’s residential neighborhoods. Village Council directed staff to reevaluate the fee levied on the single-family stormwater customer class to address the concerns raised by residents during the hearing.

On February 24, 2022, the Village Council approved an agreement with Hazen & Sawyer to develop options that will make distinctions between single-family parcels within the Village’s stormwater assessment roll. On May 26, 2022, Hazen & Sawyer presented options regarding the stormwater utility rate methodology to produce greater equity amongst the Single Family Residential rate class. After discussion, the Village Council concurred with the recommendation to implement a three tier rate system based upon parcel size as described below:

SFR Class	Tier 1 ¹	3,380	5,550	0.61	\$7.78	\$56.86	101	\$5,743
	Tier 2 ²	5,357	5,550	0.97	\$7.78	\$90.11	2,159	\$194,553
	Tier 3 ³	8,509	5,550	1.53	\$7.78	\$143.14	277	\$39,651
Estimated Scenario 3 Revenue								\$239,946

This SFR class fee structure maintains a stormwater utility rate that is almost the same as the rate charged in FY2022 for most Single Family Residential property owners, but allows a reduction or increase for those outliers with smaller or larger parcels respectively. Additionally, the revenue generated by this

¹ Parcel area is less than or equal to 7,079 ft².
² Parcel area is greater than 7,079 ft² but less than 15,475 ft².
³ Parcel area is greater than 15,475 ft².

proposed rate structure will only be \$3,000 more than in FY2022 and does not result in an increase in administrative burden.

Recommendation:

Village staff recommends adoption of an Ordinance amending the Stormwater Utility Ordinance to include a Three Tiered Utility Assessment for Single Family Residential Properties.

limited to, administration, planning, design, permitting, construction, maintenance, regulation, inspection, and enforcement activities.

(b) Stormwater management utility assessments shall be based on the cost of providing stormwater management services to types of property uses within the Village. The Village Council may revise the schedule of stormwater rates from time to time to reflect changes in the cost of providing such services.

(c) The rates for the stormwater management utility assessments shall be according to the following types of land uses:

Type of Land Use	Monthly Rate	Annual Rate
Single-family Residential (Parcel area is less than or equal to 7,079 sq.ft.)	(1.00 <u>0.61</u> ERU) x (per ERU rate ¹)	(1.00 <u>0.61</u> ERU) x (per ERU rate) x 12
<u>Single-family Residential</u> (Parcel area is greater than 7,079 sq.ft. but less than 15,475 sq.ft.)	<u>(0.97 ERU) x (per ERU rate¹)</u>	<u>(0.97 ERU) x (per ERU rate) x 12</u>
<u>Single-family Residential</u> (Parcel area is equal to or greater than 15,475 sq.ft.)	<u>(1.53 ERU) x (per ERU rate¹)</u>	<u>(1.53 ERU) x (per ERU rate) x 12</u>
Condominium	(0.22 ERU per residential unit) x (per ERU rate)	(0.22 ERU per residential unit) x (per ERU rate) x 12
Multifamily Residential	(1.00 ERU) x (parcel IA / 5,550 sq.ft.) x (per ERU rate)	(1.00 ERU) x (parcel IA / 5,550 sq.ft.) x (per ERU rate) x 12
Nonresidential	(1.00 ERU) x (parcel IA /	(1.00 ERU) x (parcel IA / 5,550 sq.ft.) x

	5,550 sq.ft.) x (per ERU rate)	(per ERU rate) x 12
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¹The ERU rate shall be established by separate resolution.

(d) Stormwater management assessments shall apply to all properties within the Village that are benefited by the stormwater utility including those properties which are owned or occupied by a nonexempt governmental or nonprofit entity which are otherwise tax-exempt for ad valorem tax purposes. Public right-of-way and bodies of water are exempt from the application of stormwater management utility assessments. Public schools are exempt from stormwater management utility assessments pursuant to ruling of the Circuit Court for the Fifteenth Judicial Circuit (Palm Beach County) in the case of *The School Board of Palm Beach County v. City of West Palm Beach*.

* * *

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 _____, 2022.

PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

VILLAGE ATTORNEY



Single-Family Residential Property Class Evaluation

The Village has asked Hazen to further investigate the variation of impervious area within the Single Family Residential (SFR) classification and the possible correlation with other property attributes. The purpose of this is to evaluate the potential of improving rate structure equity by increasing granularity in this property classification. This investigation comes in response to the SFR rate structure assigning all properties (in the SFR classification) the same stormwater assessment based on one equivalent residential unit (the origin of which is the average impervious area of a statistically significant sample of hand-measured SFR parcels).

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Introduction

In 2021 the Village of North Palm Beach (the Village), after conducting both a feasibility study and a stormwater utility management study, established and implemented a non-ad valorem assessment to operate and maintain its stormwater utility services. While the initial feasibility and rate studies analyzed the distribution of properties and their impervious area by customer class, analysis of property diversity was not conducted within the classes. Due to the rate structure established, single-family residential (SFR) properties were assessed one (1) equivalent residential unit (ERU). This ERU was developed by calculating the average impervious area (IA) based on a statistically significant sample of randomly selected and individually measured SFR parcels (132 out of 2,537).

Through the public notification and hearing process the Village learned of some concern regarding the perceived equity of the constant assessment for SFR properties. Previous to the non-ad valorem assessment, the Village funded stormwater utility needs from general fund revenues (largely ad-valorem taxes). This method of revenue generation was based on the value of the property, whereas a non-ad valorem assessment does not differentiate based on property value but some other measurement, in this case IA, relevant to the levy. This task will evaluate and summarize different measures of variation within the SFR customer class relevant to a parcel's impact on the stormwater system. This project is not scoped to manually measure all SFR properties within the Village, rather to investigate the variation of SFR property attributes (lot area, living area, etc.) as they relate to a statistically significant sample of manually measured impervious areas (IA) within the SFR property class.

Methodology

As a statistically significant portion of the SFR properties were measured as part of the development of the ERU value in the Feasibility Study, these values were used in conjunction with Palm Beach County Property Appraiser (PBCPA) data and parcel GIS shapefiles for the 2021 tax year obtained from the Florida Department of Revenue (FDOR) website. These data were reviewed to determine if any of the collected metrics could relate to a SFR parcel's stormwater utility usage. In consultation with the Village the following variables, presented in order of increasing administrative complexity and cost, were selected for further examination and potential SFR ERU scenarios:

- Parcel Area
- Living Area
- Impervious Area

Each variable above was selected for its potential correlation with impervious area overall and evaluated using scatter plots and correlation. SFR parcels with measured IA were matched to their respective parcel area and total living area for correlation analysis to confirm the positive correlation assumption. Summary statistics and correlations were developed in Microsoft Excel using the Data Analysis add-in.

Once summary statistics were collected on the population (all SFR parcels), they were used to group the statistically significant samples of measured IA and their respective parcel areas or living areas into potential ERU distribution scenarios. These groups were determined by averaging the measured IA of the sample parcels within each potential parcel area or living area grouping as decided after analysis.

Analysis

Summary statistics were produced to determine how closely the means and standard deviations matched between population and the measured IA sample parcels. Variables (parcel area, living area) were matched to their IA sample parcels, Table 1 shows summary statistics for the IA sample, SFR parcel size below:

Table 1: SFR Property Class Summary Statistics (ft²)

Metric	Mean	Median	Max	Min	Std. Deviation	Sample Size
Impervious Area Sample	5,550	5,061	13,393	2,146	2,118	132
SFR Parcel Size (sample)	11,460	10,800	40,487	3,748	4,290	132
SFR Parcel Size (all)	11,276	10,306	53,718	3,704	4,197	2,537

Within the SFR property class, IA varies greatly within the sample with a minimum of 2,146 and a maximum of 13,393 square feet (ft²) respectively. In addition to statistical significance, summary statistics between sample size and all SFR parcels were compared to ensure a representative sample. The smallest lots within the Village are approximately 3,700 square feet, but the average IA for the Village based on the sample is approximately 5,550 ft².

Parcel Area

Parcel Area is the area in square feet of a SFR parcel. It was assumed that parcel area would correlate positively with IA. The assumption was confirmed by plotting parcel areas with their respective matching measured IA values in Figure 1:

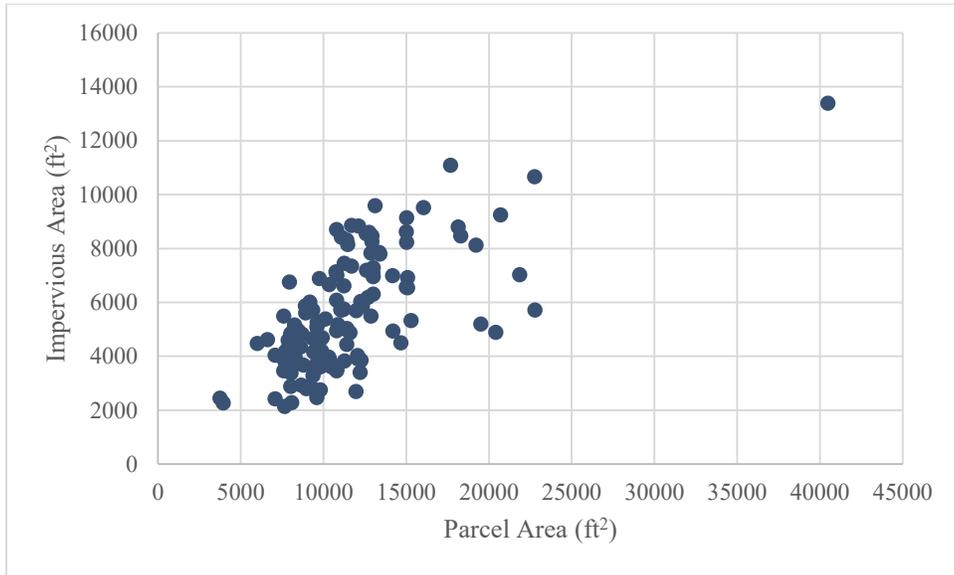


Figure 1: SFR Parcel Area and IA

Parcel area shows a strong positive correlation with IA. This approach to creating multiple tiers is also the least administratively burdensome because it utilizes data which is already a part of the PBCPA data collection process and can be automatically included in future tax rolls without any additional effort. Parcel area rarely changes and when it does, it will be updated by the property appraiser without any additional effort from the Village.

A cluster of SFR parcels within the sample skew towards the lower end (bottom left of blot) of the spectrum when it comes to IA as compared to total parcel square footage. This indicates that some alternative tier scenarios could be appropriately more equitable, particularly related to owners of smaller SFR properties. Any such scenarios should be developed with consideration of total revenue collected.

Total Living Area

Total living area measures the livable area of a property. Total living area was obtained by summing the living area data set by parcel ID and joining it with the measured IA sample in GIS. Matches are approximate due to available data. Figure 2 shows a scatter plot with IA on the y-axis and total living area on the x-axis. While it is positively correlated with SFR IA, it is not as strong of a relationship as shown by parcel area in the preceding analysis based on parcel area.

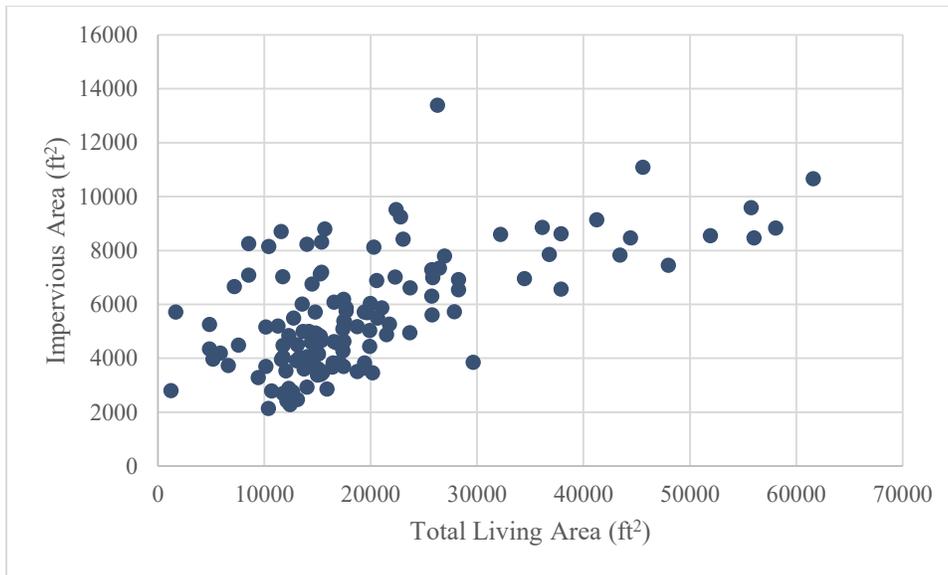


Figure 2: SFR Total Living Area and IA

It was also observed that it is possible to have a greater total living area than parcel area, which makes it hard to argue it is not counting space twice in buildings with multiple stories. Living area only measures the habitable area of a dwelling interior and may include vertical area (ex. two-story houses). Vertical living area could overrepresent the relationship to IA. Driveways, paved patios, garages and pool enclosures, which constitute a large portion of SFR property IA, are also excluded from the living area metric.

Advantages to this measurement include that it encompasses all livable area within a parcel, including potential extra buildings or development on the parcel. Disadvantages include that it will need to be updated annually to account for changes in property owner development in order to maintain consistency. Living area by parcel is not readily available and requires extra data processing to sum living area by parcel number and match it to the appropriate parcel location in GIS for quality assurance.

Impervious Area

Determining each parcel's unique IA is the most equitable way to determine a parcel's contribution to the stormwater utility system. Unfortunately, it is the most administratively burdensome and cost prohibitive. In order to implement a SFR stormwater assessment based on unique IA, every SFR parcel would need to be measured manually and updated annually. This includes the verification of IA against aerial imagery (or updating through building permit processes) to ensure properties adding or removing IA by way of permitted or unpermitted renovations or development are assessed correctly. This annual update also includes the repetition of the public notification process should parcels' rates change from the previous year. In addition, each property would have an individual/unique assessment rate which could spark debate among neighbors who perceive their impacts to be similar.

Scenarios

While there is a correlation between total living area and IA, and unique IA is the most equitable option, they are not the most efficient when administrative burden and cost are considered. That said, there are other ways that this analysis can be applied to alleviate some of the perceived inequity. Given existing data, the most efficient way to group SFR parcels, other than by using a single ERU based on a statistically significant sample, is to group parcels statistically based on parcel area. It is impossible for a parcel to contain more IA than the parcel area, which may explain why the correlation between total living area and IA is positive but much weaker than the correlation between parcel area and IA. Due to weak correlation and the high administrative burden, living area was ruled out as a potential metric for grouping IA in favor of parcel area. Two potential parcel area driven scenarios are outlined below in addition to the scenario of measuring all SFR IA:

- Scenario 1: Manually Measured SFR IA
 - All SFR parcels are measured individually. This approach is not recommended based on the previously discussed administrative difficulties.
- Scenario 2: Parcel Area Driven Two-tier SFR
 - Small Tier – All parcels with less than or equal to mean (less than or equal to 11,277 ft²) SFR parcel area are assigned an ERU that is equal to the average IA of measured sample parcels falling within the Small Tier divided by the ERU Unit (5,550 ft²).
 - Large Tier - All parcels with greater than mean (greater than 11,277 ft²) SFR parcel area are assigned an ERU that is equal to the average IA of measured sample parcels falling within the Large Tier divided by the ERU Unit (5,550 ft²).
- Scenario 3: Parcel Area Driven Three-tier SFR
 - Small Tier - All lots with less than or equal to mean SFR parcel area minus one standard deviation (less than or equal to 7,079 ft²) are assigned an ERU that is equal to the average IA of measured sample parcels falling within the Small Tier divided by the ERU Unit (5,550 ft²).
 - Medium Tier - All lots within plus or minus one standard deviation of mean (greater than 7,079 ft² but less than 15,475 ft²) SFR parcel area are assigned an ERU that is equal to the average IA of measured sample parcels falling within the Medium Tier divided by the ERU Unit (5,550 ft²).
 - Large Tier - All lots greater than plus one standard deviation (greater than or equal to 15,475 ft²) of mean SFR parcel area are assigned an ERU that is equal to the average IA of measured sample parcels falling within the Large Tier divided by the ERU Unit (5,550 ft²).

Table 2 below shows that the impact of reevaluating the ERU to match the average IA of the tiers described above redistributes the estimated annual revenue. While Scenario 2 would cause a revenue shortfall of \$3,780 annually compared to the Current Scenario, Scenario 3 would increase annual revenue by \$3,092.

Table 2: Parcel Area Driven Scenario Revenue Estimates with Added Tiers (ft²)

Scenario	Tier	Average IA	ERU Unit (ft ²)	ERU (Average IA/ERU)	Rate per ERU	Annual Cost per Parcel	Parcel Count	Estimated Annual Revenue
Current Scenario	N/A	5,550	5,550	1.00	\$7.78	\$93.36	2,537	\$236,854
Estimated Current Scenario Revenue								\$236,854
Scenario 2	Tier 1 ¹	4,525	5,550	0.82	\$7.78	\$76.12	1,604	\$122,095
	Tier 2 ²	7,071	5,550	1.27	\$7.78	\$118.95	933	\$110,979
Estimated Scenario 2 Revenue								\$233,074
Scenario 3	Tier 1 ³	3,380	5,550	0.61	\$7.78	\$56.86	101	\$5,743
	Tier 2 ⁴	5,357	5,550	0.97	\$7.78	\$90.11	2,159	\$194,553
	Tier 3 ⁵	8,509	5,550	1.53	\$7.78	\$143.14	277	\$39,651
Estimated Scenario 3 Revenue								\$239,946

¹ Parcel area is less than or equal to 11,277 ft².

² Parcel area is greater than 11,277 ft².

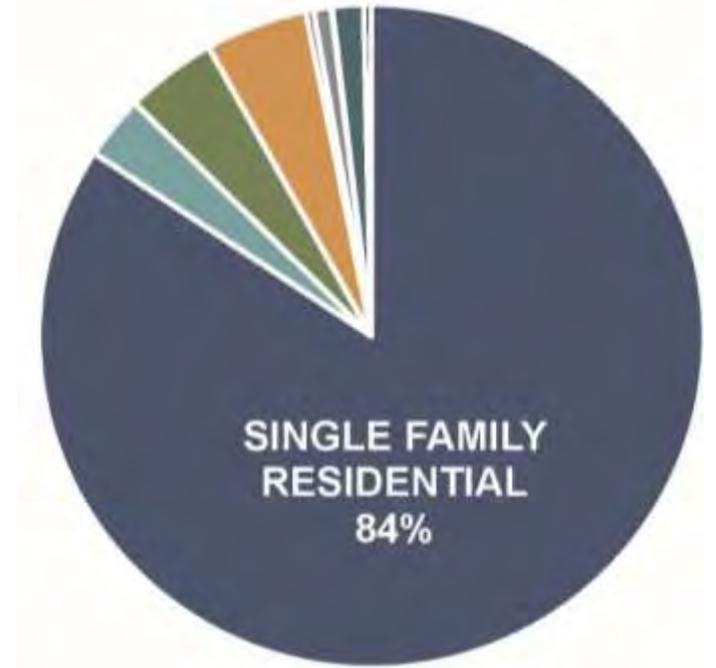
³ Parcel area is less than or equal to 7,079 ft².

⁴ Parcel area is greater than 7,079 ft² but less than 15,475 ft².

⁵ Parcel area is greater than 15,475 ft².

Stormwater Utility Assessment Rate Structure

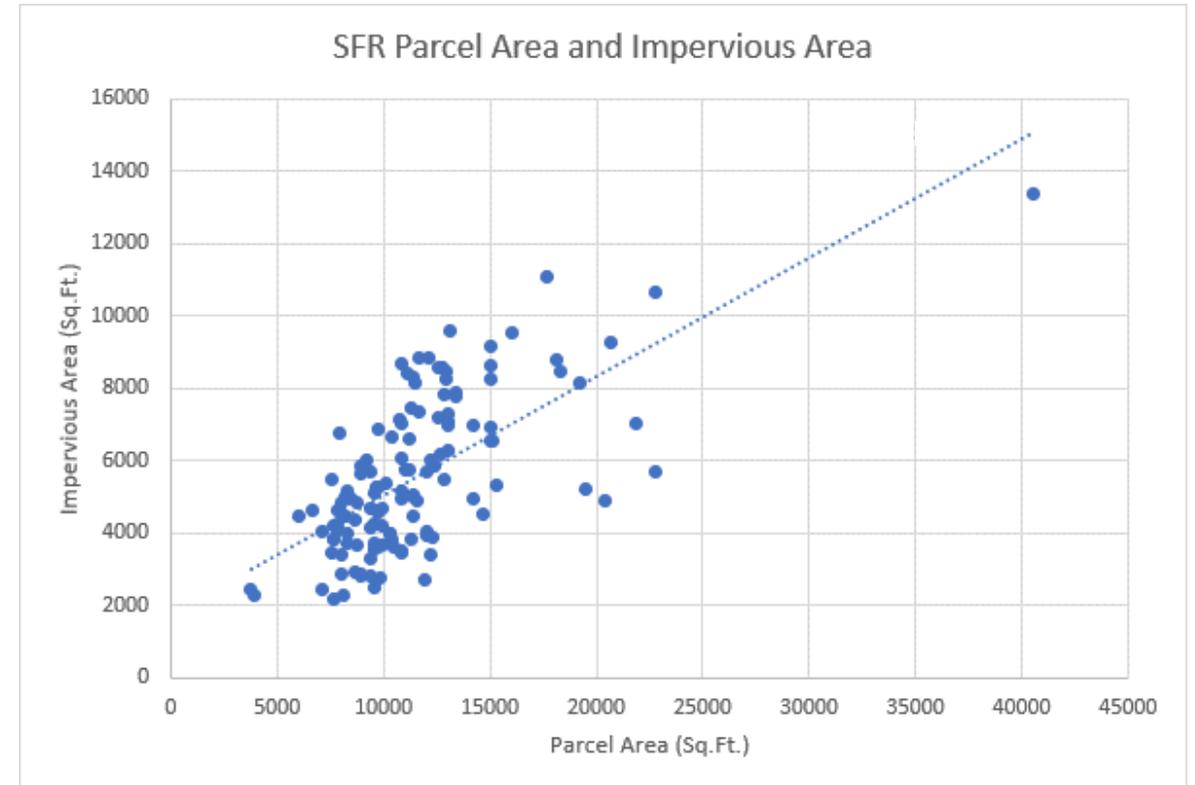
- Created multiple property classifications
- Largest classification is SFR
 - All SFR parcels currently assessed at rate of one ERU
 - One ERU = 5,550 SF Impervious Area
- Village desires more granular approach to improve equity



**North Palm Beach Parcel Distribution
by General Property Use Class**

Options considered for improved equity

1. Measure impervious area of all SFR parcels (eliminated based on administrative burden)
2. Create two or more “Tiers” based on parcels’ runoff impact
 - Tiers based on correlation of Parcel Area to Impervious Area
 - Tiers based on correlation of Living Area to Impervious Area



Results based on Parcel Area Tier Development

Scenario	Tier	Average IA	Parcel Area Size	ERU (Average IA/ERU)	Annual Cost per Parcel	Parcel Count	Estimated Annual Revenue
Current Scenario	N/A	5,550	N/A	1.00	\$93.36	2,537	\$236,854
Estimated Current Scenario Revenue							\$236,854
Scenario 2	Tier 1	4,525	≤ 11,277 ft ²	0.82	\$76.12	1,604	\$122,095
	Tier 2	7,071	> 11,277 ft ²	1.27	\$118.95	933	\$110,979
Estimated Scenario 2 Revenue							\$233,074
Scenario 3	Tier 1	3,380	≤ 7,079 ft ²	0.61	\$56.86	101	\$5,743
	Tier 2	5,357	> 7,079 ft ² but ≤ 15,475 ft ²	0.97	\$90.11	2,159	\$194,553
	Tier 3	8,509	> 15,475 ft ²	1.53	\$143.14	277	\$39,651
Estimated Scenario 3 Revenue							\$239,946

ERU = 5,550 sf
Rate per ERU = \$7.78

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

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: June 30, 2022

SUBJECT: **ORDINANCE 1st Reading** – Amending Article II, “Meetings and Gatherings,” of Chapter 20, “Parks, Playgrounds and Recreation,” of the Village Code of Ordinances to increase the permit requirement threshold for Village parks to 20 persons

At its meeting on June 9, 2022, the Village Council briefly discussed the Village Code requirement for permits within Village park and recreation areas. Section 20-31 of the Village Code of Ordinances currently provides as follows:

If a meeting, gathering or other assemblage for a common purpose, cause, activity or reason, in any park or recreation area, will involve an attendance of over ten (10) persons and is not a part of a scheduled program or activity either sponsored or officially recognized by the village, or participation or attendance in a sports event at an appropriately designated park area, the person responsible for or in charge of such meeting or gathering shall obtain a permit from the recreation director before participating or engaging in such activity in a park area.

The purpose of this requirement is to regulate the use of Village parks so as to ensure that large, organized activities do not impair the ability of Village residents and other members of the public from utilizing the Village’s recreational facilities. Because smaller groups of ten to twenty persons are unlikely to negatively impact access to the parks, Village Staff is recommending that the threshold for the permit requirement be raised to gatherings of over twenty persons. The attached Ordinance effectuates this change.

There is no immediate fiscal impact.

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

Recommendation:

Village Staff requests Council consideration and approval on first reading of the attached Ordinance amending Section 20-31 of the Village Code of Ordinances to increase the permit threshold for Village parks and recreation areas to gatherings of more than twenty (20) persons.

1 **Sec. 20-33. Application.**

2
3 An application for a permit required by section 20-31 shall contain the following
4 items:

- 5
6 (1) The name and address of the applicant.
7
8 (2) The name and address of the person, corporation or association sponsoring
9 the activity, if any.
10
11 (3) The day and hours for which the permit is desired.
12
13 (4) The park or portion thereof for which such permit is desired.
14
15 (5) An estimate of the anticipated attendance.
16
17 (6) Any other information which the recreation director shall find reasonably
18 necessary to a fair determination as to whether a permit should be issued.
19

20 **Sec. 20-34. Standards for issuance.**

21
22 The recreation director or the village manager shall issue a permit under this
23 division when he finds:

- 24
25 (1) That the proposed activity or use of the park will not unreasonably
26 interfere with or detract from the general public enjoyment of the park.
27
28 (2) That the proposed activity or use will not unreasonably interfere with or
29 detract from the promotion of public health, welfare, safety and recreation.
30
31 (3) That the proposed activity or use is not reasonably anticipated to incite
32 violence, crime or disorderly conduct.
33
34 (4) That the proposed activity will not entail unusual, extraordinary or
35 burdensome expense or police operation by the village.
36
37 (5) That the facilities desired have not been reserved for other use at the day
38 and hour required in the application.
39

40 **Sec. 20-35. Appeal from refusal to issue.**

41
42 (a) Within five (5) days after receipt of an application, the recreation director
43 or village manager shall apprise an applicant, in writing, of his reasons for refusing a
44 permit required by this division.
45

46 (b) Any aggrieved person shall have the right to appeal, in writing, within five
47 (5) days to the village council, which shall consider the application under the standards

1 set forth in section 20-34 and sustain or overrule the recreation director's or village
2 manager's decision within seven (7) days.

3
4 (c) The decision of the village council shall be final.

5
6 **Sec. 20-36. Revocation.**

7
8 The recreation director may revoke a permit required by this division upon a
9 finding of a violation of any rule, ordinances or provision of this Code, or upon good
10 cause shown.

11
12 Section 3. The provisions of this Ordinance shall become and be made a part of the Code of the
13 Village of North Palm Beach, Florida.

14
15 Section 4. If any section, paragraph, sentence, clause, phrase or word of this Ordinance is for any
16 reason held by a court of competent jurisdiction to be unconstitutional, inoperative or void, such holding
17 shall not affect the remainder of this Ordinance.

18
19 Section 5. All ordinances or parts of ordinances and resolutions or parts of resolutions in conflict
20 herewith are hereby repealed to the extent of such conflict.

21
22 Section 6. This Ordinance shall take effect immediately upon adoption.

23
24 PLACED ON FIRST READING THIS _____ DAY OF _____, 2022.

25
26 PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF _____, 2022.

27
28
29 (Village Seal)

30 _____
MAYOR

31
32
33 ATTEST:

34
35 _____
36 VILLAGE CLERK

37
38 APPROVED AS TO FORM AND
39 LEGAL SUFFICIENCY:

40
41 _____
42 VILLAGE ATTORNEY

**VILLAGE OF NORTH PALM BEACH
COUNTRY CLUB GOLF DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager
Beth Davis, General Manager

FROM: Allan Bowman, Head Golf Professional

DATE: June 30, 2022

SUBJECT: **RESOLUTION – Approving a contract in the amount of \$27,855.00 with ForeverLawn, LLC to repair an area at Country Club Driving Range**

Village Staff is seeking Council consideration and approval for a contract in the amount of \$27,855.00 with ForeverLawn Palm Beach, LLC. Reference have been checked and it should be noted ForeverLawn has completed other projects for the Village of North Palm Beach Parks and Recreation Department, including the installation of turf at the playground.

The driving range golf operations at the North Palm Beach Country Club have been heavily utilized since our renovation (revenues have increased 50%). The increased volume has created some safety issues (rutting of the ground) and appearance issues between the back of the driving range mats and the parking lot. Completion of this project will allow for better longevity of the driving range mats.

Per purchasing policy, the staff has obtained four quotes for this project:

Quote # 1 Forever Lawn Palm Beach	\$ 27,855.00
Quote # 2 Synthertic Turn International	\$ 31,500.00
Quote # 3 Precision Landscape	\$ 34,800.00
Quote # 4 Southwest Greens	\$ 35,568.84

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
Country Club	Golf Operations	L8046-34620	R & M Grounds	\$ 27,855.00

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

Recommendation:

Village Staff recommends Council consideration and adoption of the attached Resolution approving a Contract with ForeverLawn Palm Beach, LLC to repair an area of driving range at a cost not to exceed \$27,855.00, with funds expended from Account No. L8046-34620 (Golf Shop R&M Building & Grounds), and authorizing the Mayor and Village Clerk to execute the Contract in accordance with Village policies and procedures.

RESOLUTION 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING A PROPOSAL FROM FOREVERLAWN PALM BEACH, LLC FOR REPAIRS AND ARTIFICIAL TURF INSTALLATION AT THE COUNTRY CLUB DRIVING RANGE AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village is in need of repairs and artificial turf installation at the North Palm Beach Country Club Driving Range; and

WHEREAS, Village Staff solicited written quotes for the work and recommended accepting the proposal submitted by ForeverLawn Palm Beach, LLC; and

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

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

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

Section 2. The Village Council hereby approves a Contract with ForeverLawn Palm Beach, LLC for repairs and artificial turf installation at the North Palm Beach Country Club at a total cost of \$27,855.00, with funds expended from Account No. L8046-34620 (Golf Course Operations – R & M Grounds), and authorizes the Mayor and Village Clerk to execute the Contract, a copy of which is attached hereto and incorporated herein.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2022, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter "VILLAGE"), and FOREVERLAWN PALM BEACH, LLC, 342 Pike Road, Suite 20, West Palm Beach, Florida 33411, a Florida limited liability company (hereinafter "CONTRACTOR"), whose F.E.I. Number is 83-2258919.

RECITALS

WHEREAS, the VILLAGE solicited quotes for repairs and installation of artificial turf at the North Palm Beach Country Club Driving Range ("Work"); and

WHEREAS, the VILLAGE wishes to accept the proposal submitted by CONTRACTOR, and CONTRACTOR has agreed to perform the Work in accordance with the terms and conditions of this Contract.

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. CONTRACTOR's Services and Time of Completion.

- A. Contractor shall perform the Work in accordance with its Proposal/Pricing Agreement dated May 17, 2022, a copy of which is attached hereto and incorporated herein by reference.
- B. This Contract shall remain in effect until such time as the Work is completed, inspected and accepted by the VILLAGE, provided, however, that any obligations of a continuing nature shall survive the expiration or termination of this Contract.
- C. The total cost of the Work shall not exceed **Twenty-Seven Thousand Eight Hundred and Fifty-Five Dollars and No Cents (\$27,855.00)**. Fifty percent (50%) of the cost shall be paid upon execution of this Contract and the remaining fifty percent (50%) shall be paid upon completion of the Work in a manner acceptable to the VILLAGE.
- D. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed and shall be completed within **ninety (90) calendar days**.

3. Compensation to CONTRACTOR.

Payments by the VILLAGE to CONTRACTOR under this Contract shall not exceed the amount of compensation stated in Section 3(C) 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.

4. Insurance.

During the term of this Contract, CONTRACTOR shall maintain the following minimum insurance coverages and provide certificates evidencing such coverage to the Village (all insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida):

- A. CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability insurance in the amount of \$1,000,000 per occurrence to protect CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract.
- B. CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000 combined single limit for bodily injury and property damages liability to protect CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles.
- C. CONTRACTOR shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes.
- D. All insurance, other than Worker's Compensation, Automobile and Professional Liability Insurance, to be maintained by CONTRACTOR shall specifically include the VILLAGE as an "Additional Insured".

5. 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 Contract 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.

6. 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.

7. Warranty/Guaranty.

In addition to any manufacturer warranties and warranties set forth in the Proposal/Pricing Agreement, CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection. Should any Work fail to comply with this warranty during the warranty period of one (1) year, upon written notification from the VILLAGE, CONTRACTOR shall immediately repair or replace said defective materials and/or workmanship at CONTRACTOR's sole expense. The CONTRACTOR shall provide the VILLAGE with copies of all manufacturer warranties and certify that the Work complies with the conditions set forth in such warranties, if any.

8. 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.

9. Protection of Work and Property.

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

- B. Until acceptance of the Work by the VILLAGE, the VILLAGE's property shall be under the charge and care of CONTRACTOR and CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of elements or from any other cause whatsoever, and CONTRACTOR shall repair, restore and make good, without additional Work occasioned by any of the above causes before its completion and acceptance.
- C. CONTRACTOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where work is being accomplished during and throughout the completion of all work.

10. 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. CONTRACTOR is, and shall be, in the performance of all Work under this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Work performed pursuant to this Contract shall at all times, and in all places, be subject to CONTRACTOR's sole direction, supervision, and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the Work.
- C. 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 waiver any right they may have to trial by jury** with respect to any litigation arising out of this Contract.
- D. 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.
- E. 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.
- F. 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.

- G. 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. In the event of an express conflict between this Contract and CONTRACTOR's Proposal/Pricing Agreement, the terms of this Contract shall control.
- H. 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.
- I. 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 records required by the VILLAGE to perform the service.
- (2) Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
- (4) Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required

by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

- J. 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.

FOREVERLAWN PALM BEACH, LLC

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

By: _____

DEBORAH SEARCY
MAYOR

ATTEST:

BY: _____

JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____

VILLAGE ATTORNEY

1



ForeverLawn Turf Installation
342 Pike Rd.
West Palm Beach, FL 33411
www.foreverlawn.com

Pricing Agreement

Date: 5/17/2022

ForeverLawn Turf Expert: Michael Seto

Allan Bowman
951 Us Hwy 1 N
North Palm Beach, FL 33408
(908) 666-2668

Project Name: NPB CC Driving Range Fresh

Project Description: ForeverLawn is pleased to install 2000 sqft of premium ForeverLawn 'Fresh'. This proposal will include sod/dirt removal and disposal, ground leveling, 5" crushed stone aggregate base, bordering plastic composite lumber anchored every 2ft, turf will be secured every 1" around the perimeter edge, installation supplies, and labor. This product includes a 15 year warranty on the turf and 3 year warranty on the initial installation.

Project Size: 2,070 SF

Area Detail:	Materials & Labor:	\$27,630.50
	Shipping:	\$724.50
	Discounts:	<u>-\$500.00</u>
	Total:	\$27,855.00

Pricing Includes: Premium artificial turf, required installation materials, associated freight charges and a professional installation by a ForeverLawn installation team.

Note: Any changes to project scope may incur additional charges.

Expiration: This pricing is guaranteed for 60 days from date above.

Payment Terms: 50% deposit due upon acceptance. Remaining balance due upon completion.

Customer to Provide:

- Easy access to work area for crew and equipment and staging area for materials
- Any changes to scope of work prior to start of project
- Access to water hookup and electricity
- Clear markings of any subsurface wiring, plumbing, fiber optic cables or any other subsurface features

ForeverLawn Palm Beach to Provide:

- Necessary materials
- Professional installation by ForeverLawn installation team

Project Timeline: Project will be scheduled upon receipt of the down payment and may vary depending upon availability of materials and crew.

Remit Payment to:

ForeverLawn Palm Beach
342 Pike Rd.
West Palm Beach, FL 33411

Authorized Signature

Date

ForeverLawn

Grass without limits.

Synthetic Turf International Group LLC
1005 SR-84 Unit 141
Fort Lauderdale, Fl. 33315

Proposal S10717

Mobile: 954 520-4213

PROPOSAL

email: Jeff@synturfintl.com

Customer

Name	North Palm Beach Country Club Attn: Allan Bowman		
Address	951 US Highway One		
City	North Palm Beach	State	FL ZIP 33064
Phone	561 691-3421	em:	abowman@village-npb.org

Date	6/3/2022
Terms	See below
Rep	R. Kennedy
FOB	Job site

Qty	Description	Unit Price	TOTAL
1	<p>Install Softlawn Bermuda Blend in back of existing tee line. Approximate coverage area is 15' x 176' plus 20' x 5' walkway. Scope of work includes removal of grass and substrate; rough grading and compaction of substrate; installation of filter fabric for weed control and stabilization; installing approx 3' of crushed stone; grade and compact; apply weed killer; install perimeter fastening system; install turf using factory certified processes; and infilling with approximately 2 lbs per s/f of silica sand. Work to be performed from 7 a.m. to 5 p.m. Monday thru Friday. Prices exclude engineering/permitting. Price is valid for 30 days. Terms are 50% deposit and balance upon completion.</p> <p>Note: Turf will be installed with the grain flow 90 degrees to hitting direction to discourage hitting golf balls from it. Shipping/handling/applicable taxes are included in price.</p> <p>X Authority to proceed/Date</p>	\$31,500	

Payment Details

Electronic Transfer

SubTotal	
Shipping & Handling	
Taxes	
State	
TOTAL	

Office Use Only

Any alteration, addition, or deviation from above specifications involving extra costs will become a separate charge - over and above the estimate. In the event changes are required or requested after work has commenced, seller reserves the right to charge \$75/hour plus materials and expenses incurred for those changes or regular established retail charges, whichever is greater. Quote good for thirty days.

The artificial turf carries a limited lifetime factory warranty against UV fading. Seller offers a one year warranty on workmanship.

All promised installation dates are controlled by weather conditions. All agreements are contingent upon strikes, accidents, or delays beyond Seller's control.

The owner is required to carry fire, tornado, and other necessary insurance upon above work. Workman's Compensation Insurance and Public Liability Insurance shall be carried by Synthetic Turf International Group LLC.

3

Estimate

Precision Landscape Co.
9450 Old Dixie Hwy
North Palm Beach, FL 33403

561.881.8866 - Office
admin@precisionlandscapeco.com

Date	Estimate #
5/31/2022	25677

P.O. No.	Admin	Rep

Village of North Palm Beach ATTN: Myrna Williams 501 US Highway 1 North Palm Beach, FL 33408

Item	Description	Rate	Qty	U/M	Total
Landscape ...	Synthetic Turf by Driving Range Installation of synthetic turf by driving range - approx 2900 sq ft area - using Montecito Lime putting green	12.00	2,900		34,800.00
Landscape ...	Remove material in the area, add base, compact, grade and install turf- shape, secure and add silica sand				0.00
	5-Year Installation warranty and 10 Year Turf Warranty				

Quoted prices are based on complete acceptance of all items in this estimate.

**All estimates under \$500 require payment in full; over \$500 requires a 50% deposit, prior to work commencement.
If you would like to pay by credit card, please contact our office.
Prices quoted are valid for 90 days from date of estimate.**

Signature: _____

Total	\$34,800.00
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4

NORTH PALM BEACH COUNTRY CLUB
951 US-1
, FLORIDA 33408

Sales: Jon Gonzalez
951 US-1-Install
951 US-1 Florida 33408

Est ID: EST3238325
Date: Jun-01-2022

Email: abowman@village-npb.org
Phone: 908-666-2668

Scope of Work Description:

Replica Lawn Turf: Professionally install synthetic grass, 100SW, in designated turf area as per plans provided or measured in the field. Total turf area is approximately 3,420 sq. footage including 5% waste allowance. Install synthetic nailer bender board edging where synthetic grass meets landscape beds. Total linear feet is approximately 295 lin. feet.

Proposal includes all material and labor associated with completing the job.

Excavation: *** Dumpster service may be required for your job. Placement of the dumpster where it will do the least amount of damage is paramount. Neither Southwest Greens of Florida nor the waste management company assumes any responsibility for damage to the driveway, lawn or landscape where the dumpster may be placed. Please address this important topic with your sales representative prior to installation. ***

Remove sod and dispose. A 20CY dumpster will be placed on-site to remove sod and debris.

Base Work:

Replica Lawn Turf: Supply and install 3" of crushed stone aggregate, graded smooth and compacted.

Synthetic Turf Application Details:

Replica Lawn Turf: 100SW Leisure Turf 50, 1.625 inch pile height, 50 oz face weight, 76.5 oz total weight. Infilled with 2 pounds per sq. ft. silica sand. Professionally installed by Southwest Greens crew.

Payment Terms: 50% deposit due with signed agreement; 50% final payment upon completion.

Warranty: 8-15 years on polyethylene (PE) turf products, 5 years on Polypropylene (PP) & Nylon turf products as per manufacturer / 2 year installation

Note: Taxes are included as part of your "Estimate Total"

Replica Lawn Turf behind Driving Range

\$29,318.10

Edging

\$2,347.13

Sod Removal & Disposal / Site Prep

\$2,903.61

Subtotal	\$34,568.84
Taxes	\$0.00
Estimate Total	\$34,568.84

Terms of Sale: The Customer agrees to pay the Total Price above according to the following payment schedule: Fifty percent (50%) deposit due upon signing of contract and Fifty percent (50%) due upon completion of job. All past due accounts will be charged interest at the rate of 18% per annum (1 ½% per month). Interest will begin to accrue 7 days after delivery of the final invoice to customer. In any legal action related to, connected with or arising from this agreement, the prevailing party shall be entitled to reimbursement of its attorney's fees and costs, whether incurred in or out of court, on appeal, in arbitration or in any insolvency or bankruptcy proceedings. Customer agrees that the exclusive jurisdiction and venue for any legal proceeding arising from, related to or concerning this agreement shall be the state courts for the State of Florida. (Please note: all credit card transactions are subject to a convenience fee of 3% of the total amount charged and will be applied at the time of transaction.)

When signed by Customer and approved by Southwest Greens of Florida, LLC, this becomes a non-cancelable contract and the Customer hereby agrees to pay the contract price according to the above terms. The price(s) quoted above are subject to change if not accepted within 30 days or if work does not commence within 90 days. Additional mobilization costs will be charged to Client if agreed upon installation start date is changed less than 48 hours in advance or if crew is unable to start a job upon arrival because the area is not ready for our installation to commence.

All material is guaranteed as specified. All work to be completed in a workman like manner according to standard practices. Any change to the scope of work must be approved by both parties in writing. Any reduction in the scope of work that results in the loss of specially fabricated materials furnished or to be furnished by Southwest Greens shall remain the liability of Owner/customer. Owner to carry general property insurance. Southwest Greens carries commercial general liability, automotive, and workman's compensation insurance as required by law.

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY

Southwest Greens of Florida
7481 Southwest Jack James Drive
Stuart, Florida
34997

P.(561) 694-1557

swgreens.com
jong@swgreens.com

PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: Construction Industry Recovery Fund, 1940 North Monroe Street, Suite 42, Tallahassee, Florida 32399; Telephone: (850) 921-6593.

Contractor: _____
Jon Gonzalez

Client: _____

Signature Date: _____
06/03/2022

Signature Date: _____

Email: jong@swgreens.com

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

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Alex Ahrenholz, AICP, Principal Planner

DATE: June 30, 2022

SUBJECT: **RESOLUTION** – Approving a Second Amendment to an Agreement with NZ Consultants, Inc. for planning and zoning services to increase the amount of compensation by \$25,000 to a total amount of \$75,000 and to extend the term.

The Community Development Department has had vacancies for its planner positions periodically for the past few years. Due to continued difficulties with finding qualified planner candidates, the Village has used NZ Consultants, Inc. to provide contractual planning and zoning services.

Purchase Order History:

On February 18, 2021, the Village Manager approved an Agreement with NZ Consultants, Inc. in the amount of \$25,000 for planning and zoning services in accordance with the terms, conditions and pricing established in an existing, competitively bid Professional Services Agreement with the City of Lake Worth Beach. Through the adoption of Resolution No. 2021-50 on June 24, 2021, the Village Council approved an Amendment to the Agreement to increase the total compensation to \$50,000. Village Staff is seeking to increase to the total compensation by an \$25,000 for a total of \$75,000 and retroactively extend the term of the Agreement through the end of Fiscal Year 2022.

Community Development has been using a contract planner from NZ Consultants one day a week on a regular basis. This costs approximately \$2,500 per month. The existing amount of the Agreement will be exceeded by \$10,000 with the payment of invoices for contract services already provided by NZ Consultants to the Village.

With the resignation of the Department's Director, the contract planner is needed for an additional day each week to meet the demand for planning services within the Department. This will increase the funding need another \$10,000 to meet the day-to-day requirements plus approximately \$5,000 to assist with components of the residential zoning code update and other planning projects.

Because the total amount paid to this vendor for the fiscal year will exceed \$25,000, the Village's purchasing policies and procedures require Village Council approval to pay the vendor for services performed. The additional cost will be offset by salary and benefit savings from the vacant position.

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

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Planning & Zoning	A5206-33190	Professional Services	\$25,000

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving a Second Amendment to the Agreement with NZ Consultants, Inc. for planning and zoning services to increase the total compensation by \$25,000 for a total of \$75,000, with funds expended from Account No. A5206-33190 (Planning & Zoning – Professional Services), to retroactively extend the term through the end of Fiscal Year 2022 and to authorize the Mayor and Village Clerk to execute the Second Amendment in accordance with Village policies and procedures.

RESOLUTION 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A SECOND AMENDMENT TO AN AGREEMENT WITH NZ CONSULTANTS, INC. FOR CURRENT AND LONG-RANGE PLANNING AND ZONING SERVICES PURSUANT TO PRICING ESTABLISHED IN AN EXISTING CONTRACT FOR SERVICES BETWEEN NZ CONSULTANTS, INC. AND THE CITY OF LAKE WORTH BEACH AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE SECOND AMENDMENT ON BEHALF OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 18, 2021 the Village Manager executed an Agreement for Current and Long-Range Planning and Zoning Services with NZ Consultants, Inc. (“Agreement”) in accordance with the terms, conditions, and pricing established in an existing competitively bid contract between NZ Consultants, Inc. and the City of Lake Worth Beach; and

WHEREAS, through the adoption of Resolution No. 2021-50 on June 24, 2021, the Village Council approved a First Amendment to the Agreement to increase the total amount of compensation to \$50,000; and

WHEREAS, the parties wish to again amend the Agreement to increase the total amount of compensation by an additional \$25,000 and to retroactively extend the term of the Agreement through the end of Fiscal Year 2022; and

WHEREAS, the Village Council determines that the approval of a Second Amendment to the Agreement is in the best interests of the residents and citizens 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 Second Amendment to the Agreement for Services with NZ Consultants, Inc. for Current and Long-Range Planning and Zoning Services to increase the total amount of compensation and retroactively extended the term of the Agreement through September 30, 2022, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Second Amendment on behalf of the Village. The total compensation paid pursuant to the Amendment shall not exceed \$75,000, with funds expended from Account No. A5206-33190 (Planning – Professional Services).

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

SECOND AMENDMENT TO AGREEMENT FOR SERVICES

This Second Amendment is made as of the ____ day of _____, 2022, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida, 33408, a Florida municipal corporation ("VILLAGE"), and NZ CONSULTANTS, INC., 1851 W. Indiantown Road, Suite 100, Jupiter, FL 33458, a Florida corporation ("CONTRACTOR"), whose Federal I.D. No. is 27-0681325.

RECITALS

WHEREAS, the VILLAGE and CONTRACTOR entered into an Agreement for Services dated February 18, 2021 ("Agreement") whereby CONTRACTOR agreed to provide Current and Long-Range Planning Services in accordance with the terms, conditions and pricing established in an existing, competitively bid Professional Services Agreement between CONTRACTOR and the City of Lake Worth Beach; and

WHEREAS, on June 24, 2021, the parties executed a First Amendment to the Agreement to increase the total amount of compensation to \$50,000; and

WHEREAS, the parties wish to again amend the Agreement to increase the total amount of compensation and retroactively extend the term of the Agreement through the end of Fiscal Year 2022.

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

1. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Section 5 of the Agreement is hereby modified to increase the total compensation to **\$75,000.00**.
3. Section 9 of the Agreement is hereby modified to extend the term through September 30, 2022, retroactive to October 1, 2021.
4. All other provisions of the Agreement, as amended, to the extent not expressly modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment as of the date first above written.

NZ CONSULTANTS, INC.

By: _____
Nilsa Zacarias, President

VILLAGE OF NORTH PALM BEACH

By: _____
Deborah Searcy, Mayor

ATTEST:

Jessica Green, Village Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

Village Attorney

RESOLUTION 2021-50

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A FIRST AMENDMENT TO AN AGREEMENT WITH NZ CONSULTANTS, INC. FOR CURRENT AND LONG-RANGE PLANNING AND ZONING SERVICES PURSUANT TO PRICING ESTABLISHED IN AN EXISTING CONTRACT FOR SERVICES BETWEEN NZ CONSULTANTS, INC. AND THE CITY OF LAKE WORTH BEACH AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE FIRST AMENDMENT ON BEHALF OF THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on February 18, 2021 the Village Manager executed an Agreement for Current and Long-Range Planning and Zoning Services with NZ Consultants, Inc. in accordance with the terms, conditions, and pricing established in an existing competitively bid contract between NZ Consultants, Inc. and the City of Lake Worth Beach; and

WHEREAS, the Agreement established a maximum compensation not to exceed \$25,000; and

WHEREAS, the Village is in need of additional planning and zoning services, and the parties have agreed to increase the maximum amount of compensation to \$50,000; and

WHEREAS, the Village's purchasing policies and procedures require that contracts in excess of \$25,000 be approved by the Village Council; and

WHEREAS, the Village Council determines that the approval of the First Amendment to the Agreement is in the best interests of the residents and citizens 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:

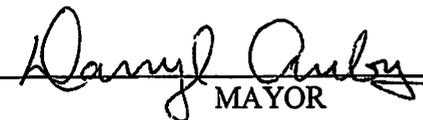
Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby approves a First Amendment to the Agreement for Services with NZ Consultants, Inc. for Current and Long-Range Planning and Zoning Services, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Amendment on behalf of the Village. The total compensation paid pursuant to the Amendment shall not exceed \$50,000, with funds expended from Account No. A5206-33190 (Planning – Professional Services).

Section 3. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS 24TH DAY OF JUNE, 2021.

(Village Seal)


MAYOR

ATTEST:


VILLAGE CLERK

FIRST AMENDMENT TO AGREEMENT FOR SERVICES

This First Amendment is made as of the 24th day of June, 2021, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida, 33408, a Florida municipal corporation ("VILLAGE"), and NZ CONSULTANTS, INC., 1851 W. Indiantown Road, Suite 100, Jupiter, FL 33458, a Florida corporation ("CONTRACTOR"), whose Federal I.D. No. is 27-0681325.

RECITALS

WHEREAS, the VILLAGE and CONTRACTOR entered into an Agreement for Services dated February 18, 2021 ("Agreement") whereby CONTRACTOR agreed to provide Current and Long-Range Planning Services in accordance with the terms, conditions and pricing established in an existing, competitively bid Professional Services Agreement between CONTRACTOR and the City of Lake Worth Beach; and

WHEREAS, the Agreement provided for a total compensation of \$25,000, and the VILLAGE is in need to additional planning services; and

WHEREAS, CONTRACTOR has agreed to provide these additional planning services at the terms, conditions and pricing previously established, and the parties wish to amend the Agreement to increase the total compensation.

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

1. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Section 5 of the Agreement is hereby modified to increase the total compensation to **\$50,000.00**.
3. All other provisions of the Agreement, to the extent not expressly modified herein, shall remain in full force and effect.

[Remainder of page intentionally blank – signatures on next page]

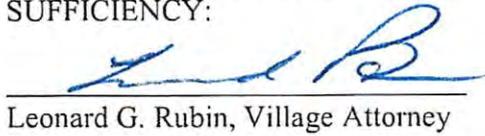
IN WITNESS WHEREOF, the parties have executed this First Amendment as of the date first above written.



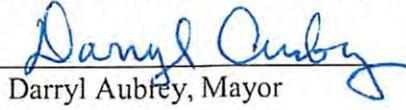
ATTEST:


Jessica Green, Village Clerk

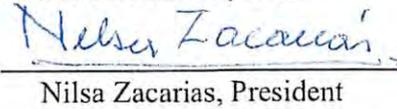
APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Leonard G. Rubin, Village Attorney

VILLAGE OF NORTH PALM BEACH

By: 
Darryl Aubrey, Mayor

NZ CONSULTANTS, INC.

By: 
Nilsa Zacarias, President

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

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager

FROM: Wayne Cameron, Building Official

DATE: June 30, 2022

SUBJECT: **RESOLUTION** – Approving an Amendment to the Agreement with C.A.P. Government, Inc. for building inspection services to increase the amount by \$40,000 (for a total amount of \$65,000).

The Community Development Department has had vacancies in Building Inspector positions for the past few years and recently lost a Building Inspector to retirement in December. Due to continued difficulties with finding qualified inspectors, the Village has utilized a variety of firms to provide contractual building inspection services.

On December 10, 2021, the Village Manager approved an Agreement with C.A.P. Government, Inc. in the amount of \$25,000 in accordance with the terms, conditions and pricing established in an existing, competitively bid Professional Services Agreement with the Town of Jupiter, approved by the Town on July 16, 2019 for a period of 5 years. Village Staff is requesting to increase this amount by \$40,000 to pay for services already provided since April (in the amount of \$8,265) and services through the end of the fiscal year.

Because the total amount paid to this vendor for the fiscal year will exceed \$25,000, the Village’s purchasing policies and procedures require Village Council approval to pay the vendor for services performed. The additional cost will be offset by salary and benefit savings from the vacant positions.

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

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Building	A6019-33190	Professional Services	\$40,000

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving an Amendment to the Agreement with C.A.P. Government, Inc. for Fiscal Year 2022 by \$40,000 (for a total amount of \$65,000), with funds expended from Account No. A6019-33190 (Building – Professional Services), and authorizing the Mayor and Village Clerk to execute the Amendment in accordance with Village policies and procedures.

RESOLUTION 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING AN AMENDMENT TO AN AGREEMENT WITH C.A.P. GOVERNMENT, INC. FOR BUILDING INSPECTION SERVICES PURSUANT TO PRICING ESTABLISHED IN AN EXISTING AGREEMENT WITH THE TOWN OF JUPITER AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AMENDMENT ON BEHALF OF THE VILLAGE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on December 8, 2021, the Village Manager executed an Agreement for building inspection services with C.A.P. Government, Inc. in accordance with the terms, conditions and pricing established in an existing competitively bid Agreement between C.A.P. and the Town of Jupiter; and

WHEREAS, in accordance with the Village’s Purchasing Policies and Procedures, the amount of compensation was capped at \$25,000; and

WHEREAS, Village Staff is in need of additional building inspection services through the end of the current fiscal year and until open positions within the department are filled, and is recommending the execution of an Amendment to increase the total compensation by \$40,000 to \$65,000; and

WHEREAS, the Village Council determines that the approval of the Amendment to the Contract is in the best interests of the residents and citizens of the Village of North Palm Beach.

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

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

Section 2. The Village Council hereby approves an Amendment to the Agreement for building inspection services with C.A.P. Government, Inc., a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Amendment on behalf of the Village. The total compensation paid pursuant to the Amendment shall not exceed \$65,000, with funds expended from Account No. A6019-33190 (Community Development/Building Division – Professional Services).

Section 3. This Resolution shall be effective immediately upon adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

AMENDMENT TO AGREEMENT FOR SERVICES

This Amendment is made as of the _____ day of _____, 2022, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida, 33408, a Florida municipal corporation (“VILLAGE”), and C.A.P. GOVERNMENT, INC., 1910 North Florida Mango Road, West Palm Beach, Florida 33409, a Florida corporation (“CONTRACTOR”).

RECITALS

WHEREAS, on December 8, 2021, the VILLAGE executed an Agreement with CONTRACTOR for building inspection services (“Agreement”) in accordance with the terms, conditions and pricing established in an existing, competitively bid Agreement for Services with the Town of Jupiter; and

WHEREAS, the parties wish to execute an Amendment to the Agreement to increase the total amount of compensation from \$25,000 to \$65,000.00.

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

1. The recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Section 5 of the Agreement is hereby amended to increase the total compensation paid by the VILLAGE to CONTRACTOR from \$25,000.00 to \$65,000.
3. All other terms of the Agreement, to the extent not specifically modified herein, shall remain in full force and effect.

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

C.A.P. GOVERNMENT, INC.

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

By: _____
Deborah Searcy, Mayor

ATTEST:

By: _____
Jessica Green, Village Clerk

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY:

By: _____
Village Attorney

AGREEMENT FOR SERVICES

This Agreement is made as of the 8th day of December, 2021, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida, 33408, a Florida municipal corporation ("VILLAGE"), and C.A.P. Government, Inc. 1910 N. Florida Mango Road, West Palm Beach, FL 33409, a Florida corporation ("CONTRACTOR"), whose Federal I.D. No. is 65-0121594

RECITALS

WHEREAS, the VILLAGE is in need of building division and related services, including code enforcement services, on a periodic basis; and

WHEREAS, the VILLAGE and CONTRACTOR wish to enter into an Agreement whereby CONTRACTOR will perform such services in accordance with (or by "piggy backing") the terms, conditions and pricing established in an existing, competitively bid Contract for Services between CONTRACTOR and the Town of Jupiter approved by the Town on July 16th, 2019, with an effective date of July 31st, 2019.

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. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. To the extent not expressly modified herein, this Agreement incorporates all of the terms, conditions and obligations set forth in the Professional Services Agreement between CONTRACTOR and the Town of Jupiter a copy of which is attached hereto and incorporated herein ("Jupiter Agreement").
3. On an as needed basis at the request of the VILLAGE's Community Development Director, CONTRACTOR shall perform building inspection, and plan review services in accordance with all Florida Building Code requirements. All inspectors shall be properly licensed, certified and trained to perform such inspections. CONTRACTOR also agrees to perform code enforcement services on an as needed basis.
4. The VILLAGE shall compensate CONTRACTOR for services performed pursuant to this Agreement in accordance with the rate schedule incorporated by reference into the Lake Worth Agreement. The rates shall be the sole compensation paid to CONTRACTOR and CONTRACTOR acknowledges that there is no minimum amount of work or compensation guaranteed pursuant to this Agreement.
5. The VILLAGE shall pay CONTRACTOR for services rendered in accordance with the provisions of the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, et seq. The total compensation paid by VILLAGE to CONTRACTOR pursuant to this Agreement shall not exceed \$25,000.00.

6. During the term of this Agreement, CONTRACTOR shall maintain insurance coverage in the amounts and of the types specified in the Palm Beach Agreement.

7. CONTRACTOR is, and shall be, in the performance of all services under this Agreement, 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 Agreement shall at all times, and in all places, be subject to CONTRACTOR's sole direction, supervision, and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the services.

8. 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 Agreement, 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. 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 provided for in this Agreement as well as the termination of this Agreement for any reason. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the VILLAGE or CONTRACTOR, nor shall this Agreement be construed a waiver of sovereign immunity beyond the limited waiver provided in § 768.28, Florida Statutes.

9. This Agreement shall be effective retroactive to Dec 1 2021 and shall remain in effect until Dec 30, 2022, at which time it shall automatically terminate. In the event the Jupiter Agreement expires prior to the expiration of this Agreement, CONTRACTOR agrees to continue to honor the terms and conditions of this Agreement through its expiration. Notwithstanding the foregoing, the VILLAGE or CONTRACTOR shall have the right to terminate this Agreement, for any or no reason, by providing written notice to the other party via hand-delivery or electronic transmission. In the event of termination by either party, the VILLAGE shall pay CONTRACTOR for services satisfactorily rendered prior to the date of termination.

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

11. The VILLAGE and CONTRACTOR agree that this Agreement sets forth the entire Agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be

added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. Any provision of this Agreement which is of a continuing nature or imposes an obligation which extends beyond the term of this Agreement shall survive its expiration or earlier termination.

12. 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 Agreement, and in furtherance thereof, may demand and obtain records and testimony from CONTRACTOR. CONTRACTOR understands and agrees that in addition to all other remedies and consequences provided by law, the failure of CONTRACTOR to fully cooperate with the Inspector General when requested may be deemed by the VILLAGE to be a material breach of this Agreement justifying its termination.

13. 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:

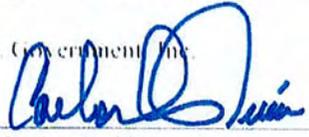
- A. Keep and maintain public requires required by the VILLAGE to perform the service.
- B. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not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

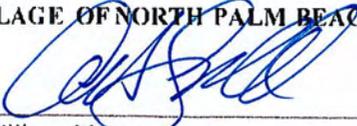
IN WITNESS:

WHERE OF, the VILLAGE and CONTRACTOR hereto have made and executed this Agreement as of the day and year first above written.

C.A.P. Government, Inc.

By: 
Carlos . Penin, President

VILLAGE OF NORTH PALM BEACH

By: 
Village Manager

ATTEST:

By: 
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 
Village Attorney

BLD001-2019/LC

CONTRACT BETWEEN THE
TOWN OF JUPITER
AND
C.A.P. Government, Inc.

THIS CONTRACT, made this 31st day of July, 2019, by and between the Town of Jupiter, a municipal corporation of the State of Florida, hereinafter designated as "the TOWN", and C.A.P. Government, Inc., 1910 N. Florida Mango Road, West Palm Beach, FL, 33409, State of Florida Corporation, hereinafter designated as "C.A.P. Government".

WITNESSETH THAT

WHEREAS, the TOWN is a municipality with such powers and responsibilities as are enumerated by Chapter 166 Florida Statutes, and the Florida Constitution; and

WHEREAS, the TOWN is empowered to enter into contractual arrangements with public agencies, private corporations or other persons, pursuant to Florida Statutes; and

WHEREAS, the TOWN desires the services of a qualified and experienced contractor to provide services including Plan Review, Inspection Services and Permit Technicians; and

WHEREAS, the TOWN solicited and received bids on May 16, 2019 for the Plan Review, Inspection Services and Permit Technicians, Palm Beach County, Florida; and

WHEREAS, C.A.P. Government has responded to the TOWN'S solicitation and GFA International is qualified and willing to provide said services; and

WHEREAS, the TOWN has found C.A.P. Government's response to be acceptable and wishes to enter into a CONTRACT; and

WHEREAS, the TOWN has budgeted funds in its current fiscal year budget which are available for the funding of this CONTRACT;

NOW, THEREFORE, the TOWN and C.A.P. Government in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. STATEMENT OF WORK

C.A.P. Government shall furnish all materials, tools, labor, equipment, and other necessary items for the performance of the services in accordance with the

CONTRACT BLD001-2019/LC entitled Plan Review, Inspection Services and Permit Technicians.

C.A.P. Government shall provide the TOWN with a copy of any necessary licenses and business tax receipts to do business in the Town as a Plan Review, Inspection Services and Permit Technicians prior to providing services to the Town.

2. TERM

The Term of this CONTRACT shall commence upon the parties execution of the CONTRACT and shall be for a period of Sixty (60) months with two Twelve month renewal options provided both parties are in agreement and there are no changes to the terms and conditions.

3. CONSIDERATION

The consideration for the full and complete performance under this CONTRACT, subject only to such additions and deductions as are agreed to by the parties in writing. The CONTRACTOR shall provide all labor, supplies, transportation, materials, licenses, permits, and any other items necessary to perform and provide the services to the Town. As consideration for providing the services which shall be required by this CONTRACT, the TOWN shall pay the CONTRACTOR on a time basis under a mutually agreed upon rate schedule "Cost Proposal" attached hereto as **Exhibit "B"**. CONTRACTOR performance requirements relative to the Scope of the Services and the Work to be performed by the CONTRACTOR which are contained in the RFP BLD001-2019/LC, which are incorporated herein by reference in addition to the foregoing description of the required services.

The aggregate CONTRACT price, as stated above, includes the specific indemnification consideration required under Section 725.06, Florida Statutes. By including such specific consideration in addition to other good and valuable considerations, paid by the TOWN, the receipt of which is acknowledged by C.A.P. Government, the parties agree that they have complied with the requirements of Section 725.06, Florida Statutes, if applicable, for the indemnification agreement in Paragraph 5 of this CONTRACT.

Pursuant to Section 287.055(5)(a), Florida Statutes, the signature on this CONTRACT by an authorized agent of C.A.P. Government, serves as the execution of a truth-in-negotiation certificate, stating that wage rates and other factual unit costs supporting the consideration are accurate, complete, and current at the time of contracting. The CONTRACTOR agrees that the TOWN may adjust the consideration of this CONTRACT to exclude any significant sums by which the consideration was increased due to inaccurate, incomplete, or non-current wage rates and other actual unit costs. The TOWN may make any such adjustment within the term of this CONTRACT.

4. CONTRACT DOCUMENTS

The CONTRACT Documents listed below are incorporated herein by reference and shall become a part of this CONTRACT as though physically attached as a part hereof, and all documents in this CONTRACT shall be interpreted together to yield the most consistent results to achieve the purpose of the Project:

5. INDEMNIFICATION

For \$100.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged as part of the first payment for services, C.A.P. Government shall indemnify, defend, and save harmless the TOWN, its elected and appointed officials, agents, and employees, from all suits, actions, claims, demands, damages, losses, expenses, including attorney's fees, costs and judgments of every kind and description to which the TOWN, its elected and appointed officials, agents, or employees may be subjected by reason of personal injury, bodily injury including death, or property damage, resulting from or growing out of any intentional, negligent, reckless, or careless act of commission, omission, or consequential damage directly or indirectly connected with C.A.P. Government, its subcontractors, its agents, or employees, and committed in connection with C.A.P. Government performance, of any services performed hereunder.

C.A.P. Government shall indemnify, defend, and save harmless the TOWN, its elected and appointed officials, agents, or employees from and against all claims, demands, actions, suits, damages losses, expenses, costs, including attorney's fees, and judgments of every kind and description arising from, based upon, or growing out of the violation of any Federal, State, county or city law, ordinance of regulation by C.A.P. Government, its agents or employees.

6. GOVERNING LAW / VENUE

The laws of the State of Florida shall govern all aspects of this CONTRACT. In the event it is necessary for either party to initiate legal action regarding this CONTRACT, venue shall be in the Fifteenth Judicial Circuit for claims under state law and in the Southern District of Florida for any claims which are justifiable in federal court.

7. AMENDMENTS

This contract may be amended only by a written amendment executed by the parties.

8. ASSIGNMENT

C.A.P. Government shall not assign, delegate, or otherwise transfer its rights and

obligations as set forth in this CONTRACT without the prior written consent of the TOWN.

9. ATTORNEY FEES

If either party is required to initiate a legal action, to enforce this CONTRACT, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

10. INDEPENDENT CONTRACTOR

C.A.P. Government is an independent contractor and is not an employee or agent of the TOWN. Nothing in this CONTRACT shall be interpreted to establish any relationship other than that of an independent contractor, between the TOWN AND C.A.P. Government, its employees or, during or after the performance of this CONTRACT.

11. FUNDING

In the event that sufficient budgeted funds are not available for a new fiscal period, the TOWN shall notify C.A.P. Government of such occurrence and the CONTRACT may be terminated by the TOWN without penalty or expense to the TOWN.

12. RIGHT TO AUDIT

The TOWN reserves the right to audit C.A.P. Government's records as such records relate to the services and the CONTRACT between the TOWN and C.A.P. Government. All records shall be kept in a way so as to permit inspection pursuant to Chapter 119, Florida Statutes. The records of C.A.P. Government which are related to its services to the TOWN in accordance with the schedule for preservation of public records as prescribed bylaw.

Audits:

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 the Contractor and its subcontractors and lower tier subcontractors. The Contractor understands and agrees that in addition to other remedies and consequences provided by law, the failure of the Contractor or its subcontractors or lower tier subcontractors to fully cooperate with the Office of Inspector General of Palm Beach County when requested may be deemed by the municipality to be material breach of this contract justifying its termination. The Office of Inspector General in Palm Beach County is established by Palm Beach County Code Section 2-421-2-440. Failure to cooperate with the Inspector General of Palm Beach County shall be in violation of Palm Beach Code, Section 2-421-2-440, and be punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

13. COMPLIANCE WITH LAWS

C.A.P. Government, its employees and agents, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this CONTRACT. The TOWN undertakes no duty to ensure such compliance, but will attempt to advise C.A.P. Government, upon request as to such laws of which it has present knowledge.

14. PUBLIC RECORDS

C.A.P. Government shall comply with the Florida public records laws codified at Chapter 119, Florida Statutes, specifically to: Keep and maintain public records that ordinarily and necessarily would be required by the TOWN in order to perform the service; Provide the public with access to public records on the same terms and conditions that the TOWN would provide the records and at a cost that does not exceed the cost provided in Chapter 119, F.S. or as otherwise provided by law; Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements.

15. INTEGRATION

This CONTRACT states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. C.A.P. Government recognizes that any representations, statements or negotiations made by the TOWN staff do not suffice to legally bind the TOWN in a contractual relationship unless they have been reduced to writing, approved and signed by an authorized TOWN representative. This CONTRACT, once properly executed, shall bind the parties, their assigns, and successors in interest.

16. NON-EXCLUSIVITY

The Award of this CONTRACT shall not impose any obligation on the TOWN to utilize C.A.P. Government, for all work of this type, which may develop during the CONTRACT term. The TOWN specifically reserves the right to concurrently contract with other companies for similar work if it deems such action to be in the TOWN's best interest.

17. NOTICE

All notices and invoices to the TOWN shall be sent to the following address:

Attention: Town of Jupiter
Roger C. Held, B.O.

Building Department Director
210 Military Trail
Jupiter, FL 33458-5786

All notices and invoices to the CONTRACTOR shall be sent to the following address:

1910 N. Florida Mango Road

West Palm Beach, FL 33409

18. SEVERABILITY

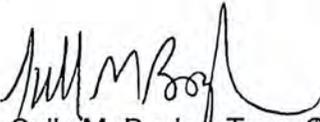
Should any part, term or provision of this CONTRACT be determined by a court to be invalid, illegal or in conflict with any law, the validity of the remaining portion or provision shall not be affected thereby.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day, month and year first above written.

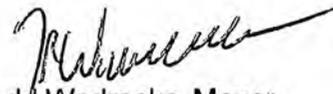
ATTEST

THE TOWN OF JUPITER

By:


Sally M. Boylan, Town Clerk

By:

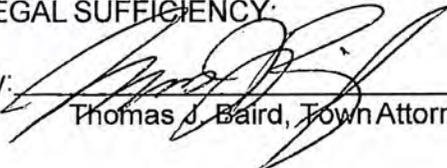

Todd Wodraska, Mayor

(TOWN SEAL)



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By:


Thomas J. Baird, Town Attorney

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument has been acknowledged before me this 18th day of July 2019

_____ 2019 by Todd Wodraska, as Mayor of the Town of Jupiter, and who is personally know to me.



[Signature]

Notary Public, State of Florida

ATTEST

By: _____

C.A.P. Government, Inc.

By: *[Signature]*
Printed Name: Carlos A. Penin
Title: President

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument has been acknowledged before me this 9th day of August 2019 by Carlos A. Penin, as president of C.A.P. Government, In c. He/she is personally know to me or has produced _____ as identification.

(NOTARY SEAL)



[Signature]

Notary Public, State of Florida

Notary Public, State of Florida

TOWN OF JUPITER

RFP-BLD001-2019/LC

PLAN REVIEW, INSPECTION SERVICES AND PERMIT TECHNICIANS

COST PROPOSAL

ITEM NO.	DESCRIPTION OF SERVICES	BID PRICE	
1.	Per Person: 8 Hours Per Day, 37.5 - 40 Hours Per Week. Perform inspection services excluding natural disaster events. FULL TIME INSPECTOR	BLDG	\$ 72.50 PER HOUR
		M, E, or P	\$ 72.50 PER HOUR
		1+2 FAMILY	\$ 77.50 PER HOUR
		MULTI	\$ 77.50 PER HOUR
2.	Per Person: Perform inspection services during natural disaster events. FULL TIME INSPECTOR	BLDG	\$ 95.00 PER HOUR
		M, E, or P	\$ 95.00 PER HOUR
		1+2 FAMILY	\$ 100.00 PER HOUR
		MULTI	\$ 100.00 PER HOUR
3.	Per Person: Perform inspection services excluding natural disaster events in excess of 40 Hr. per week. FULL TIME INSPECTOR	BLDG	\$ 90.00 PER HOUR
		M, E, or P	\$ 90.00 PER HOUR
		1+2 FAMILY	\$ 100.00 PER HOUR
		MULTI	\$ 100.00 PER HOUR
4.	Per Person: Perform inspection services excluding natural disaster events. AS NEEDED BASIS	BLDG	\$ 85.00 PER HOUR
		M, E, or P	\$ 85.00 PER HOUR
		1+2 FAMILY	\$ 90.00 PER HOUR
		MULTI	\$ 90.00 PER HOUR

Proposer:  Date: 05/16/19

TOWN OF JUPITER

RFP-BLD0001-2019/LC

PLAN REVIEW, INSPECTION SERVICES AND PERMIT TECHNICIANS

COST PROPOSAL

ITEM NO.	DESCRIPTION OF SERVICES	BID PRICE	
5.	Per Person: Perform inspection services during natural disaster events. AS NEEDED BASIS	BLDG	\$ 110.00 PER HOUR
		M, E, or P	\$ 110.00 PER HOUR
		1+2 FAMILY	\$ 110.00 PER HOUR
		MULTI	\$ 110.00 PER HOUR
6.	Per Person: Review and process construction plans for obtaining building permits excluding natural disaster events. AS NEEDED BASIS	BLDG	\$ 90.00 PER HOUR
		M, E, or P	\$ 90.00 PER HOUR
		1+2 FAMILY	\$ 95.00 PER HOUR
		MULTI	\$ 90.00 PER HOUR
7.	Per Person: Review and process construction plans for obtaining building permits during natural disaster events. AS NEEDED BASIS	BLDG	\$ 112.50 PER HOUR
		M, E, or P	\$ 112.50 PER HOUR
		1+2 FAMILY	\$ 112.50 PER HOUR
		MULTI	\$ 112.50 PER HOUR
8.	Per Person: Review and process construction plans by the next working day (expedited review) for obtaining building permits. (Includes pick up and drop off)	BLDG	\$ 115.00 PER HOUR
		M, E, or P	\$ 115.00 PER HOUR
		1+2 FAMILY	\$ 115.00 PER HOUR
		MULTI	\$ 115.00 PER HOUR

Proposer:  Date: 05/16/19

TOWN OF JUPITER

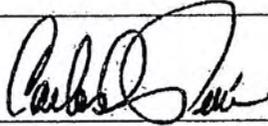
RFP-BLD0001-2019/LC

PLAN REVIEW, INSPECTION SERVICES AND PERMIT TECHNICIANS

COST PROPOSAL

ITEM NO.	DESCRIPTION OF SERVICES	BID PRICE
9.	Per Person: 8 Hours Per Day, 37.5 - 40 Hours Per Week. AS NEEDED BASIS PERMIT TECHNICIANS	\$ 50.00 PER HOUR

Proposer:



Date: 05/16/19

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

TO: Honorable Mayor and Council

FROM: Andrew D. Lukasik, Village Manager

DATE: June 30, 2022

SUBJECT: **RESOLUTION: Approving an Amendment to a Contract with 2GHO for Lighthouse Drive Streetscape/Traffic Calming Design Services (Task 3) in the amount of \$84,349.**

Village Staff is recommending the approval of an Amendment to the Contract with Gentile Glas Holloway O'Mahoney & Associates, Inc. (2GHO) for streetscape/traffic calming design services for Lighthouse Drive in the amount of \$84,349. The scope of the initial contract, which was approved by the Village Council through the adoption of Resolution No. 2019-01 on January 10, 2019, includes conceptual designs and public engagement associated with the Prosperity Farms Road Bridge, the U.S. Highway One Bridge (north of Northlake Boulevard) and Lighthouse Drive (including the bridge). The Amendment pertains only to Task 3, which addressed Lighthouse Drive, and is being contemplated due to the time elapsed since the original agreement, which has been longer than originally anticipated. The revised Task 3 is a reduction in the scope of work.

Background:

The Village of North Palm Beach Citizens' Master Plan Report (2016) identified a number of infrastructure projects that the Village was encouraged to pursue in order to work toward the vision identified by the members of the community who participated in the charrette process. Two high priority projects included in the plan were:

- The creation of a signature design improvement on the Prosperity Farms Road Bridge; and
- The addition of bike lanes and traffic calming to Lighthouse Drive.

Additionally, a lower priority project included the creation of a boardwalk/trail along the south side of the Earman River near the U.S. Highway One Bridge.

Engineering and design work associated with the US1 and Prosperity Farms Road Bridges (both over the Earman River) are well underway. The subject of this amendment to the contract is limited to Task 3 of the initial contract – which is related to streetscape and traffic calming designs for Lighthouse Drive.

Lighthouse Drive (Task 3):

Lighthouse Drive is a key neighborhood street that provides an east-west route through the Village, including bridging across the North Palm Beach Waterway. Speeding was raised as a concern during the Citizens' Master Plan charrette process, as well as a desire to

improve the design of the road as a unifying corridor through the neighborhoods. A key recommendation of the plan was to evaluate what type of traffic calming elements could be utilized on Lighthouse Drive.

It should be noted that residents who live on Lighthouse Drive have recently expressed concerns about the speed of vehicles using Lighthouse Drive and have circulated petitions requesting the use of speed humps to address this concern.

2GHO will study the options to beautify this street, add traffic calming features to slow the traffic down and enhance pedestrian safety. 2GHO will also engage the public in the prioritization of these strategies.

Scope and Cost for Lighthouse Drive (Task 3):

For their work on Lighthouse Drive, 2GHO will develop conceptual designs that will address the community's desire to manage traffic speeds, enhance pedestrian safety and beautify the corridor. The scope of work will include a public engagement process to prioritize these strategies. The cost for the revised scope of work is \$84,349. Compared to the scope of Work in the Contract approved in January, 2019, the revised scope for Task 3 eliminates work associated with the Lighthouse Bridge and results in a slight reduction in the cost (originally \$87,727).

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

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
Infrastructure Surtax	Public Works/ Streets & Grounds	17321-66210	Construction & Major Renovation	\$84,349

Recommendation:

Village Staff is recommending Village Council consideration and approval of the attached Resolution approving an Amendment to the Contract with 2GHO for conceptual streetscape and traffic calming design services to revise Task 3 relating to Lighthouse Drive to modify the scope and reduce the cost to \$84,349, with funds expended from the Infrastructure Surtax Fund Account No. 17321-66210 (Streets & Grounds – Construction & Major Renovation), and authorizing the Mayor and Village Clerk to execute the Amendment in accordance with Village policies and procedures.

RESOLUTION 2022 - ____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING AN AMENDMENT TO THE CONTRACT WITH GENTILE GLAS HOLLOWAY O'MAHONEY & ASSOCIATES, INC. FOR CONCEPTUAL BRIDGE AND STREETScape DESIGNS FOR PROSPERITY FARMS ROAD, U.S. HIGHWAY ONE AND LIGHTHOUSE DRIVE AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution 2019-01 on January 10, 2019, the Village Council approved a Contract with Gentile Glas Holloway O'Mahoney & Associates, Inc. for conceptual and streetscape designs for Prosperity Farms Road, U.S. Highway One and Lighthouse Drive; and

WHEREAS, the parties have agreed to amend the Contract to modify the Scope of Work relating to Lighthouse Drive and reduce the amount of compensation; and

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

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

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

Section 2. The Village Council hereby approves an Amendment to the Contract with Gentile Glas Holloway O'Mahoney & Associates, Inc. for preparation of conceptual bridge and streetscape designs, a copy of which is attached hereto and incorporated herein by reference, and authorizes the Mayor and Village Clerk to execute the Amendment on behalf of the Village. The cost of the revised Scope of Work for Lighthouse Drive shall not exceed \$84,349, with funds expended from Account No. I7321-66210 (Infrastructure Surtax – Streets & Grounds - Construction & Major Renovation). The revised Scope of Work set forth in the Amendment results in a net reduction of the total amount of compensation from \$176,605.00 to \$173,227.00.

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

AMENDMENT TO CONTRACT

This Amendment is made as of the ____ day of _____, 2022, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as the VILLAGE, and GENTILE GLAS HOLLOWAY O’MAHONEY & ASSOCIATES, INC., a Florida corporation, hereinafter referred to as the CONSULTANT, whose Federal I.D. is 65-0033418.

WHEREAS, on January 10, 2022, the parties executed a Contract for the preparation of conceptual designs and budgets for streetscape improvements relating to the Prosperity Farms Road Bridge (Project 1), the U.S. Highway One Bridge north of Northlake Boulevard (Project 2), and Lighthouse Drive, including the Lighthouse Drive Bridge (Project 3); and

WHEREAS, the parties wish to modify and reduce the Scope of Work for Project 3 relating to Lighthouse Drive to eliminate the work associated with the Lighthouse Drive Bridge and reduce the amount of compensation.

NOW, THEREFORE, in consideration of this promises and mutual covenants and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, the VILLAGE and CONSULTANT agree as follows:

1. The foregoing recitals are ratified as true and correct and are incorporated herein by reference.
2. The parties hereby agree to modify the Scope of Work for Project 3 (Lighthouse Drive) in accordance with the attached proposal from CONSULTANT last modified on June 16, 2022, a copy of which is attached hereto as Exhibit “A” and incorporated herein by reference. The revised cost for Project 3 is \$84,349, thereby resulting in a net reduction of \$3,378.00 to the total amount of compensation paid by the VILLAGE to CONSULTANT pursuant to Section 4.A of the Contract.
3. To the extent not expressly modified herein, all other terms and conditions of the Contract shall remain in full force and effect.

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

CONSULTANT
GENTILE GLAS HOLLOWAY O’MAHONEY & ASSOCIATES, INC.

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

BY: _____
DEBORAH SEARCY, MAYOR

ATTEST:

BY: _____
JESSICA GREEN, VILLAGE CLERK

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

BY: _____
VILLAGE ATTORNEY



NPB Project 3
Lighthouse Drive
Scope of Work

May 24, 2022, June 16, 2022 (revised and updated from 2018)

Scope of Work:

The Parties agree that the Scope of Work that the Consultant shall do for the Client shall be defined as follows:

Lighthouse Drive: Develop conceptual design(s) for Lighthouse Drive in North Palm Beach consistent with the Village Citizen's Master Plan Report. Lighthouse Drive is a key neighborhood street that connects the entire Village in an east-west route, including bridging across the North Palm Beach Waterway. Speeding was raised as a concern during the Citizens' Master plan charrette process as well as a desire to improve the design of the road as a unifying corridor through the neighborhoods. A key recommendation of the plan was to evaluate what type of traffic calming elements could be incorporated on Lighthouse Drive. A comprehensive list of traffic calming strategies is listed in the Report and will all be considered in evaluating Lighthouse Drive by the Design Team.

We understand the desire of the Village to study options to beautify this street and add traffic calming features to slow traffic down, enhance pedestrian safety, and engage the public in the prioritization of strategies using the survey already completed.

~~While As the bridge is not slated to be replaced in the near foreseeable future, the Design Team 2GHO will work with the Village's Team of professionals to also explore options available to keep the clearance for boats while providing accessible sidewalks as part of the design concepts for the whole road. Significant challenges to meeting current standards, if possible, include the location of homes on either side which would be affected by accessible grading. The Village will want to evaluate design options (including public engagement), work with regulatory agencies on any exemptions that might be required when replacing the bridge and develop cost estimates early in the process to assist with grant applications. The Design Team will provide graphics of solutions.~~

NOTE: A full survey of the roadway has been completed (2018).

TASK 1: INVENTORY: The Consultant's Design Team shall:

- A. Establish the Team (including Staff), each one's duties and the communications chain.
 - 1. Assist Staff in establishing the schedule and dates for deliverables.
 - 2. Elicit and Determine Client's goals and budget.
 - 3. Assist Staff in exploring funding and said deadlines.
- B. Inventory the site and surrounding area:
 - 1. Environmental conditions – ecosystems, vegetation,
 - 2. Physical elements – the built environment, drainage, conditions, use by different modals methods,
 - 3. Regulatory criteria affecting the site (local, county, FDOT, drainage, utilities)
- C. Assist Staff in gathering stakeholder input, organized through an interactive web site hosted through the Village's web site (by staff), Next Door, Social Media and via one or all of the following:
 - 1. On-line surveys
 - 2. Paper surveys – weekend handouts
 - 3. (1) Workshop
 - 4. Interviews (1 day)

DELIVERABLES: Two (2) Team meetings
Stakeholder survey form development/interviews
Inventory Reports:

Civil Engineering Report on existing conditions
Traffic Study of existing conditions and volume potential
Due Diligence evaluation of surrounding properties
Report to Village Council

SCHEDULE: TBD Duration approximately 5 weeks

TASK 2: ANALYSIS: The Consultant's Design Team shall prepare appropriate analysis that relates to the streetscape development of the specific site. The Design Team will consult with appropriate agencies having jurisdiction over the project work site. At this time, the Team will explore the performance metrics and determine which metrics are most appropriate to follow through on the project.

DELIVERABLES: Analysis of (if applicable):
User Surveys/Interviews
Vegetative & Visual Resource
Utility
Traffic & Circulation – all modalities
Contextual
Up to three (3) Team Meetings
Up to four (4) Weekly Conference calls
Two (2) updates for the Project Web Site
Village Council Presentation & Report (1)

SCHEDULE: TBD Duration approximately 5 weeks

TASK 3: DESIGN CONCEPTS: The Consultant's Design Team shall prepare a conceptual design options for the project site. The designs or variations on a design shall be developed in plan view, section, elevation and perspective utilizing hand drawn graphics and computer aided graphics to fully convey the design intent of the Design Team at a level understood by the stakeholders. The designs will be evaluated through performance matrixes and cost estimates.

DELIVERABLES: Minimum two different design alternative solutions, rendered and colored
Supporting graphics and sketches to understand the character of proposed design(s)
Development of the criteria for the selected performance metrics
Up to three (3) Team Meetings with Staff & Engineering Department
Up to four (4) Weekly Conference calls
Probable Cost Estimates

SCHEDULE: TBD Duration approximately 7 weeks

TASK 4: STAKEHOLDER FEEDBACK: The Consultant's Design Team shall prepare for and facilitate a public workshop presenting the design ideas developed to date. The Team will elicit feedback and ideas from the stakeholders. The ideas will be reviewed by the full Team to determine the final design idea. Interactive web site feedback will also be elicited for those not able to attend a face-to-face workshop.

DELIVERABLES: One (1) Public Workshop (2GHO)
One (1) Village Council Presentation (2GHO)
Assist in developing an interactive web-based stakeholder survey/input
Up to two (2) Team Meetings (2GHO)
Up to three (3) Weekly Conference calls (2GHO)

SCHEDULE: TBD Duration approximately 5 weeks to organize

TASK 5: FINAL DESIGN CONCEPT: The Consultant's Design Team shall provide a Final Design Concept for said site based upon the initial design concepts and the feedback from the stakeholders. All graphic material and workshop findings will be reported and posted to the web site. The Final Design Concept will be vetted by the Design Team to provide relative surety that the project design will be able to be permitted and approved to be built by various agencies.

DELIVERABLES: Various Suitable Graphics which may include plans, elevations, sections and perspectives
Probable Cost Estimate Update
Up to three (3) Team Meetings
Up to two (2) Weekly Conference calls

SCHEDULE: TBD Duration approximately 8 weeks

TASK 6: FINAL PRESENTATION: The Consultant's Design Team shall prepare and facilitate a presentation of the Final Design, summarizing the process and the findings. All graphic material and workshop findings will be reported and posted to the web site.

DELIVERABLES: Final Design Submittal
Probable Cost Estimate Update
Associated reports/findings
Representation to & approval of Final Concept by Village Council (2GHO & KA)

SCHEDULE: TBD Duration approximately 2 weeks

TASK 7: ON-GOING AGENCY COORDINATION: The Consultant's Design Team shall continue to be available to assist the Village especially with/for grant funding resources as the traffic calming strategies are designed and permitted through the Village. The Design Team can also assist in agency coordination and monitoring as requested. These services will be done hourly or via separate contract.

DELIVERABLES: TBD

SCHEDULE: TBD

Client: _____

Consultant: _____

NPB Project 3
NPB Lighthouse Drive
Compensation

COMPENSATION

- A. Compensation for services rendered by the Consultant Team, **TASK 1 Inventory** shall be a fixed fee of Twenty-One Thousand Four Hundred Seventy-Five Dollars (\$21,475.00) including reimbursable as below:

<u>FIRM</u>	<u>FEE</u>
2GHO (Land Planning & Landscape Architectural)	\$ 10,678.00
KA (Civil Engineering)	\$ 8,180.00 (includes \$200 Reimbursables)
PTC (Traffic Engineers)	\$ 2,617.00

- B. Compensation for services rendered by the Consultant Team, **TASK 2 Analysis** shall be a fixed fee of Fourteen Thousand Three Hundred and Forty-Six Dollars (\$14,346.00) including reimbursable as below:

<u>FIRM</u>	<u>FEE</u>
2GHO (Land Planning & Landscape Architectural)	\$ 9,924.00
KA (Civil Engineering)	\$ 3,960.00
PTC (Traffic Engineers)	\$ 462.00

- C. Compensation for services rendered by the Consultant Team, **TASK 3 Design Concepts** shall be a fixed fee of Eighteen Thousand Eight Hundred Twenty-Three Dollars (\$18,828.00) including reimbursable expenses as below:

<u>FIRM</u>	<u>FEE</u>
2GHO (Land Planning & Landscape Architectural)	\$ 7,944.00
KA (Civil Engineering)	\$ 9,960.00
PTC (Traffic Engineers)	\$ 924.00

- D. Compensation for services rendered by the Consultant Team, **TASK 4 Stakeholder Feedback** shall be a fixed fee of Seven Thousand Eight Hundred Sixty-Four Dollars (\$7,864.00) including reimbursable expenses as below:

<u>FIRM</u>	<u>FEE</u>
2GHO (Land Planning & Landscape Architectural)	\$ 7,864.00
KA (Civil Engineering)	\$ 0
PTC (Traffic Engineers)	\$ 0

- E. Compensation for services rendered by the Consultant Team, **TASK 5 Final Design Concept** shall be a fixed fee of Fourteen Thousand Five Hundred Eighty-Four Dollars (\$14,584.00) Including reimbursable expenses as below:

<u>FIRM</u>	<u>FEE</u>
2GHO (Land Planning & Landscape Architectural)	\$ 6,824.00
KA (Civil Engineering)	\$ 7,760.00
PTC (Traffic Engineers)	\$ 0

- F. Compensation for services rendered by the Consultant Team, **TASK 6 Final Presentation** shall be a fixed fee of Seven Thousand Six Hundred Fifty-One Dollars (\$7,651.00) Including reimbursable expenses as below:

<u>FIRM</u>	<u>FEE</u>
2GHO (Land Planning & Landscape Architectural)	\$ 6,151.00
KA (Civil Engineering)	\$ 1,500.00
PTC (Traffic Engineers)	\$ 0

- G. Compensation for services rendered by the Consultant Team, **TASK 7 Post Design Coordination** shall be determined as necessary at a future date.

FIRM	FEE
2GHO (Land Planning & Landscape Architectural)	\$ 0
KA (Civil Engineering)	\$ 0
PTC (Traffic Engineers)	\$ 0

REIMBURSABLE EXPENSES

*All fixed fees include reimbursable expenses which is limited to covering printing, mailing, local mileage and long-distance calls.

Total:

FIRM	FEE
2GHO (Land Planning & Landscape Architectural)	\$ 49,385.00
KA (Civil Engineering)	\$ 31,360.00
PTC (Traffic Engineers)	\$ 3,604.00
2GHO Coordination (7%)	\$ 0.00
TOTAL	\$84,349.00

Client: _____

Consultant: _____

EXHIBIT
Hours Summary for Project #3
NPB Lighthouse Drive
2GHO #18-1016.2

06.16.22

WORK ACTIVITY	POSITION	HOURS	RATE	TOTAL	REIMBURS.	TOTAL		
TASK 1	Inventory	PRINCIPAL	2	\$235.00	\$470.00			
		PROJECT MANAGER	18	\$195.00	\$3,510.00			
		PRINCIPAL PLANNER/LA	0	\$195.00	\$0.00			
		SR. LANDCAPE ARCH	24	\$145.00	\$3,480.00			
		LANDSCAPE ARCH	0	\$110.00	\$0.00			
		SR. PLANNER	0	\$130.00	\$0.00			
		PLANNER	8	\$90.00	\$720.00			
		CADD/DRAFTSMAN	28	\$75.00	\$2,100.00			
		SR. DESIGNER (LA)	0	\$100.00	\$0.00			
		DESIGNER (LA)	0	\$90.00	\$0.00			
		SR. ADMIN. ASSIST.	0	\$53.00	\$0.00			
		ADMIN. ASSIST.	4	\$37.00	\$148.00			
			Sub-Total			\$10,428.00	\$ 250.00	\$10,678.00
		TASK 2	Analysis	PRINCIPAL	0	\$235.00	\$0.00	
PROJECT MANAGER	18			\$195.00	\$3,510.00			
PRINCIPAL PLANNER/LA	0			\$195.00	\$0.00			
SR. LANDCAPE ARCH	26			\$145.00	\$3,770.00			
LANDSCAPE ARCH	0			\$110.00	\$0.00			
SR. PLANNER	4			\$130.00	\$520.00			
PLANNER	0			\$90.00	\$0.00			
CADD/DRAFTSMAN	24			\$75.00	\$1,800.00			
SR. DESIGNER (LA)	0			\$100.00	\$0.00			
DESIGNER (LA)	0			\$90.00	\$0.00			
SR. ADMIN. ASSIST.	0			\$53.00	\$0.00			
ADMIN. ASSIST.	2			\$37.00	\$74.00			
	Sub-Total					\$9,674.00	\$ 250.00	\$9,924.00
TASK 3	Design Concepts			PRINCIPAL	2	\$235.00	\$470.00	
		PROJECT MANAGER	12	\$195.00	\$2,340.00			
		PRINCIPAL PLANNER/LA	0	\$195.00	\$0.00			
		SR. LANDCAPE ARCH	18	\$145.00	\$2,610.00			
		LANDSCAPE ARCH	0	\$110.00	\$0.00			
		SR. PLANNER	0	\$130.00	\$0.00			
		PLANNER	0	\$90.00	\$0.00			
		CADD/DRAFTSMAN	24	\$75.00	\$1,800.00			
		SR. DESIGNER (LA)	0	\$100.00	\$0.00			
		DESIGNER (LA)	0	\$90.00	\$0.00			
		SR. ADMIN. ASSIST.	0	\$53.00	\$0.00			
		ADMIN. ASSIST.	2	\$37.00	\$74.00			
			Sub-Total			\$7,294.00	\$ 650.00	\$7,944.00
		TASK 4	Stakeholder Feedback	PRINCIPAL	3	\$235.00	\$705.00	
PROJECT MANAGER	16			\$195.00	\$3,120.00			
PRINCIPAL PLANNER/LA	0			\$195.00	\$0.00			
SR. LANDCAPE ARCH	12			\$145.00	\$1,740.00			
LANDSCAPE ARCH	0			\$110.00	\$0.00			
SR. PLANNER	0			\$130.00	\$0.00			
PLANNER	0			\$90.00	\$0.00			
CADD/DRAFTSMAN	15			\$75.00	\$1,125.00			
SR. DESIGNER (LA)	0			\$100.00	\$0.00			
DESIGNER (LA)	0			\$90.00	\$0.00			
SR. ADMIN. ASSIST.	0			\$53.00	\$0.00			
ADMIN. ASSIST.	2			\$37.00	\$74.00			
	Sub-Total					\$6,764.00	\$ 1,100.00	\$7,864.00
TASK 5	Final Design Concept			PRINCIPAL	2	\$235.00	\$470.00	
		PROJECT MANAGER	8	\$195.00	\$1,560.00			
		PRINCIPAL PLANNER/LA	0	\$195.00	\$0.00			
		SR. LANDCAPE ARCH	16	\$145.00	\$2,320.00			
		LANDSCAPE ARCH	0	\$110.00	\$0.00			
		SR. PLANNER	0	\$130.00	\$0.00			
		PLANNER	0	\$90.00	\$0.00			
		CADD/DRAFTSMAN	24	\$75.00	\$1,800.00			
		SR. DESIGNER	0	\$100.00	\$0.00			
		DESIGNER	0	\$90.00	\$0.00			
		SR. ADMIN. ASSIST.	0	\$53.00	\$0.00			
		ADMIN. ASSIST.	2	\$37.00	\$74.00			
			Sub-Total			\$6,224.00	\$ 600.00	\$6,824.00
		TASK 6	Final Presentation	PRINCIPAL	4	\$235.00	\$940.00	
PROJECT MANAGER	12			\$195.00	\$2,340.00			
PRINCIPAL PLANNER/LA	0			\$195.00	\$0.00			
SR. LANDCAPE ARCH	8			\$145.00	\$1,160.00			
LANDSCAPE ARCH	0			\$110.00	\$0.00			
SR. PLANNER	0			\$130.00	\$0.00			
PLANNER	0			\$90.00	\$0.00			

		CADD/DRAFTSMAN	14	\$75.00	\$1,050.00		
		SR. DESIGNER (LA)	0	\$100.00	\$0.00		
		DESIGNER (LA)	0	\$90.00	\$0.00		
		SR. ADMIN. ASSIST.	0	\$53.00	\$0.00		
		ADMIN. ASSIST.	3	\$37.00	\$111.00		
		Sub-Total			\$5,601.00	\$	550.00 \$6,151.00
TASK 7	Post Construction	PRINCIPAL	0	\$235.00	\$0.00		
		PROJECT MANAGER	0	\$195.00	\$0.00		
		PRINCIPAL PLANNER/LA	0	\$195.00	\$0.00		
		SR. LANDSCAPE ARCH	0	\$145.00	\$0.00		
		LANDSCAPE ARCH	0	\$110.00	\$0.00		
		SR. PLANNER	0	\$130.00	\$0.00		
		PLANNER	0	\$90.00	\$0.00		
		CADD/DRAFTSMAN	0	\$75.00	\$0.00		
		SR. DESIGNER (LA)	0	\$100.00	\$0.00		
		DESIGNER (LA)	0	\$90.00	\$0.00		
		SR. ADMIN. ASSIST.	0	\$53.00	\$0.00		
		ADMIN. ASSIST.	0	\$37.00	\$0.00		
		Sub-Total			\$0.00		\$0.00
Total Contract Amount			357		\$45,985.00	\$	3,400.00 #####
Reimbursable Allowance							\$3,400.00
Total					49,385.00		
		KA 06.16.22		31,360.00			
		PTC		<u>3,604.00</u>			
				\$34,964.00			
		Management	0%	\$0.00	34,964.00		
Total all Consultants					84,349.00		

EXHIBIT "A"
Hours Summary for Project #3
NPB Lighthouse Drive
2GHO #18-1014
Subconsultant KA
Revised Rates 6 16 22

	WORK ACTIVITY	POSITION	HOURS	RATE	TOTAL
TASK 1	Inventory				
	Project orientation and kick off meeting; Regulatory Criteria review	Principal	0	\$275.00	\$0.00
	Research and collaboration; Civil Report on opportunities and constraints	Project Director	12	\$250.00	\$3,000.00
		Senior Project Manager	20	\$200.00	\$4,000.00
	Prepare letter report	Senior Project Engineer	4	\$165.00	\$660.00
	Two meetings	Clerical / Administrative Assistant	4	\$80.00	\$320.00
		Sub-Total			\$7,980.00
Reimbursable Allowance					\$200.00
		Sub Total Task 1			\$8,180.00
TASK 2	Analysis				
	General Consulting	Project Director	8	\$250.00	\$2,000.00
		Senior Project Manager	8	\$200.00	\$1,600.00
	2 meetings	Clerical / Administrative Assistant	2	\$80.00	\$160.00
	2 conference calls	Sub-Total			\$3,760.00
Reimbursable Allowance					\$200.00
		Sub Total Task 2			\$3,960.00
TASK 3	Design Concepts				
	Coordination with owner; Consulting design and review of design;	Project Director	8	\$250.00	\$2,000.00
	Potential design concepts and permissibility, etc.; Review concepts with team; one meeting with the Owner; Cost Estimates	Senior Project Manager	16	\$200.00	\$3,200.00
		Project Engineer	8	\$130.00	\$1,040.00
		Senior Project Manager	4	\$200.00	\$800.00
		Senior Project Manager	12	\$200.00	\$2,400.00
	2 team meeting	Clerical / Administrative Assistant	4	\$80.00	\$320.00
	3 conference calls	Sub-Total			\$9,760.00
Reimbursable Allowance					\$200.00
		Sub Total Task 3			\$9,960.00
TASK 5	Final Design Concept				
	Coordination with owner; Consulting design and review of design;	Project Director	4	\$250.00	\$1,000.00
	Final design concepts and permissibility, etc.; Review concepts with Team; One meeting with the Owner; Cost estimates	Senior Project Manager	16	\$200.00	\$3,200.00
		Clerical / Administrative Assistant	2	\$80.00	\$160.00
		Senior Project Manager	4	\$200.00	\$800.00
	2 team meetings	Senior Project Manager	12	\$200.00	\$2,400.00
	2 Conference calls	Sub-Total			\$7,560.00
Reimbursable Allowance					\$200.00
		Sub Total Task 5			\$7,760.00
TASK 6	Final Presentation				
	Cost Estimate "quick" review; no meeting to present	Project Director	2	\$250.00	\$500.00
		Senior Project Manager	4	\$200.00	\$800.00
		Sub-Total			\$1,300.00
Reimbursable Allowance					\$200.00
		Sub Total Task 6			1,500.00
		Original fee adjusted for rate changes plus reimb.			\$31,360.00
Total Contract Amount					\$31,360.00

EXHIBIT
Hours Summary for Project #3
NPB Lighthouse Drive
2GHO #18-1016
Subconsultant PTC

WORK ACTIVITY		POSITION	HOURS	RATE	TOTAL	DATE REIMBURSABLE
TASK 1	Inventory	Principal	7	\$231.00	\$1,617.00	2 Day Speed Counts at 2 Locations
		Sub-Total			\$1,617.00	
TASK 2	Analysis	Principal	2	\$231.00	\$462.00	
		Sub-Total			\$462.00	
TASK 3	Design Concepts	Principal	4	\$231.00	\$924.00	
		Sub-Total			\$924.00	
Total Contract Amount			13		\$ 3,003.00	\$ 1,000.00
Reimbursable Allowance					\$ 1,000.00	
Total					\$ 4,003.00	



May 25, 2022

Ms. Emily O’Mahoney
2GHO
1907 Commerce Lane, Suite 101
Jupiter, FL 33458

**Re: NPB – Lighthouse Drive - #PTC22-020
Proposal for Traffic Engineering Services**

Dear Ms. O’Mahoney:

Pinder Troutman Consulting, Inc. (PTC) is pleased to submit our proposal to undertake the transportation planning and traffic engineering services related to this project. As part of the North Palm Beach (NPB) Streetscape program, it is proposed to develop conceptual designs for Lighthouse Drive. In general, our services will include traffic analyses to support the design. The scope of services for our work effort is divided into three (3) tasks as detailed on the attached Exhibit A.

The scope of services in this agreement is limited to traffic analyses. No design or safety analyses are included in the scope. Information provided regarding roadway and intersection geometrics is conceptual in nature and subject to final design by others.

The stipulated lump sum fees are detailed below. The tasks and supporting fees in this agreement are all interrelated. Approval of individual tasks may require adjustments of the relevant fees. This proposal must be accepted within thirty (30) days of its date. If not accepted within that time period, PTC reserves the right to re-evaluate the terms and conditions contained herein.

Project Fees:	<u>Lump Sum Fee</u>
Task 1 Inventory	\$1,617.00
Reimbursables - 2 Day Speed Counts – 2 Locations	\$1,000.00
Task 2 Analysis	\$462.00
Task 3 Design Concepts	\$924.00

Ms. O'Mahoney
Re: Proposal – PTC22-020
May 25, 2022
Page 2

Delivery of any documents produced under this agreement will not be required until all balances, due as of the date of delivery, are received. Compounded interest at a rate of 1.5% per month will be applied if invoices are not paid within 30 days. If any debt collection services are required, the Client agrees to pay all fees including reasonable attorney's fees. In the event that Client disagrees with any amount due under an invoice, Client agrees that they shall communicate such a disagreement to PTC in writing within 30 days of the invoice date. Any claim not made within that period shall be deemed waived.

Please sign below if you concur with the contents of this agreement.

Sincerely,

Accepted by Client:



Andrea M. Troutman, President
Pinder Troutman Consulting, Inc.

Date: May 25, 2022

Email: atrouman@pindertroutman.com

Signature: _____

Print Name: _____

Date: _____

Email: _____

EXHIBIT A
SCOPE OF SERVICES
NPB – LIGHTHOUSE DRIVE - #PTC22-020

TASK 1 – INVENTORY

- Conduct a two-day speed study at two locations on Lighthouse Drive.
- Provide level of service analysis of existing traffic conditions.
- Review signing and marking of corridor.
- Provide summary report of traffic analysis and data collection.

TASK 2 – ANALYSIS

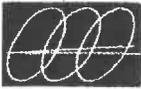
- Provide input on level of service standards requirements and general bicycle and pedestrian design criteria.

TASK 3 – DESIGN CONCEPTS

- Provide traffic input on proposed design concepts.
- Participate in a maximum of two (2) Team meetings and/or teleconferences.

Project Deliverable: Task 1 Existing Traffic Conditions Letter Report.

Project Schedule: Task 1 6 Weeks from Notice to Proceed.



GENTILE | GLAS | HOLLOWAY | O'MAHONEY & Associates, Inc.

**George G. Gentile IASIA
M. Troy Holloway ASIA
Emily M. O'Mahoney IASIA
Dodi Buckmaster Glas AICP**

December 4, 2018

The Mayor and Village Council
C/O Mr. Andy Lukasik
Village Manager
Village of North Palm Beach
501 US Highway 1
North Palm Beach, Florida 33408

RE: Contract for Professional Planning and Landscape Architectural Service for three different streetscape projects in North Palm Beach, Florida

Project Name: Village of North Palm Beach Streetscapes

- #1 Prosperity Farms Road Bridge
- #2 U.S. One Bridge
- #3 Lighthouse Drive

- Job No. 18-1014
- Job No. 18-1015
- Job No. 18-1016

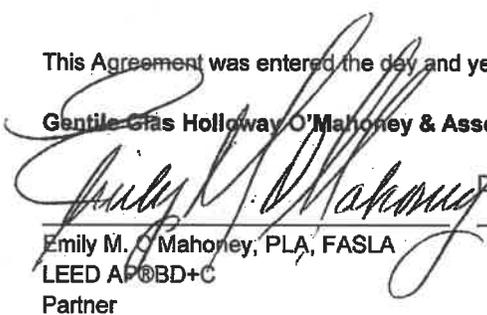
Dear Village Council:

Thank you selecting 2GHO for these Streetscape Projects. Pursuant to Mr. Lukasik's request, we are pleased to provide you with this contract with three scopes for professional services for the above referenced projects. We understand you desire our office to prepare conceptual streetscape designs per the scope of work described within this document.

We will sign and execute the standard North Palm Beach contract as presented in the RFQ for this project once prepared by the Village. Thank you for this opportunity! We look forward to creating a strong image/gateways for North Palm Beach.

This Agreement was entered the day and year first above written.

~~Gentile Glas Holloway O'Mahoney & Associates, Inc. (LC177)~~



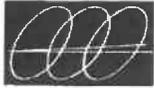
Emily M. O'Mahoney, PLA, FASLA
LEED AP®BD+C
Partner

December 4, 2018

Date



Witness



Landscape Architects · Planners · Environmental Consultants

GENTILE GLAS HOLLOWAY O'MAHONEY & Associates, Inc.

LC 0008177

George G. Gentile FASLA
M. Troy Holloway ASLA
Emily M. O'Mahoney ASLA
Dodi Buckmaster Glas AICP

NPB Project 1
Prosperity Farms Road Bridge

Scope of Work

November 19, 2018

December 4, 2018

Scope of Work:

The Parties agree that the Scope of Work that the Consultant shall do for the Client shall be defined as follows:

Prosperity Farms Road Bridge: Develop conceptual design for the bridge and immediate surrounding area consistent with the concepts and goals of the Master Plan Report. The vision is to create a signature gateway into the Village at this point. This feature would provide a place for pedestrians and bicyclists to pause and enjoy views of the Earman River. The bridge is part of the County Infrastructure Surtax Program with design beginning in the summer of 2019. The County is in the process of selecting its design/engineering firm for the project. The Village wishes to incorporate improvements (or ability to do so in the future) as the county replace the bridge. To that end, designs that meet the goals of the Citizens' Master Plan must be prepared and incorporated into the County's bridge design. It is anticipated that the Village and the County would collaborate on public outreach and that those events would provide an opportunity to obtain public input on the designs. Designs will have to be completed prior to, and/or concurrently with, the County design process.

Note: The existing bridge foot print will be retained with no additional right-of-way.

It is anticipated that the US One Bridge and the Prosperity Farms Road Bridge will have the same design path initially so that there are shared efforts and efficiencies during initial public surveys, interviews and team meetings.

TASK 1: INVENTORY: The Consultant's Design Team shall:

- A. Establish the Team (including Staff), each one's duties and the communications chain.
 - 1. Assist Staff in establishing the schedule and dates for deliverables.
 - 2. Elicit and Determine Client's goals and budget.
 - 3. Assist Staff in exploring funding and said deadlines.
- B. Inventory the site and surrounding area:
 - 1. Environmental conditions – ecosystems, vegetation,
 - 2. Physical elements – the built environment, drainage, conditions, use by different modals methods,
 - 3. Regulatory criteria affecting the site (local, county)
- C. Assist Staff in gathering stakeholder input, organized through an interactive web site hosted through the Village's web site (by staff), Next Door, Social Media and via one or all of the following:
 - 1. Development of on-line survey questions
 - 2. Interviews (1 day)

Work will be executed in conjunction with the US One Bridge for efficiencies.

DELIVERABLES: Two (2) Team meetings (combined work)
Stakeholder survey/interviews (combined work)
Inventory Report(s): Constraints and Opportunities

SCHEDULE: TBD Duration approximately 5 weeks

TASK 2: ANALYSIS: The Consultant's Design Team shall prepare appropriate analysis that relates to the streetscape development of the specific site. The Design Team will consult with appropriate agencies having jurisdiction over the project work site. At this time, the Team will explore the performance metrics and determine which metrics

are most appropriate to follow through on the project.

DELIVERABLES: Analysis of (if applicable):
User Surveys/Interviews
Vegetative & Visual Resource
Utility
Traffic & Circulation – all modalities
Contextual
Up to one (1) Team Meeting to establish performance matrix
Up to two (2) Weekly Conference calls

SCHEDULE: TBD Duration approximately 3 weeks

TASK 3: DESIGN CONCEPTS: The Consultant's Design Team shall prepare a conceptual design options for the project site. The designs or variations on a design shall be developed in plan view, section, elevation and perspective utilizing hand drawn graphics and computer aided graphics to fully convey the design intent of the Design Team at a level understood by the stakeholders. The designs will be evaluated through performance matrixes and cost estimates.

DELIVERABLES: Minimum two different design alternative solutions, rendered and colored
Supporting graphics and sketches to understand the character of proposed design(s)
Development of the criteria for the selected performance metrics
Up to two (2) Team Meetings
Probable Cost Estimate
Team to review with County Staff

SCHEDULE: TBD Duration approximately 4 weeks

TASK 4: STAKEHOLDER FEEDBACK: The Consultant's Design Team shall prepare for and facilitate a public workshop presenting the design ideas developed to date. The Team will elicit feedback and ideas from the stakeholders. The ideas will be reviewed by the full Team to determine the final design idea. Interactive web site feedback will also be elicited for those not able to attend a face to face workshop. To all extents possible, this will be combined with the U.S. One Bridge project.

DELIVERABLES: One (1) Public Workshop
Assist Staff in developing an interactive web-based stakeholder survey
(Communications Director)
Up to two (2) Conference calls for planning

SCHEDULE: TBD Duration approximately 5 weeks to organize

TASK 5: FINAL DESIGN CONCEPT: The Consultant's Design Team shall provide a Final Design Concept for said site based upon the initial design concepts and the feedback from the stakeholders. All graphic material and workshop findings will be reported and posted to the web site. The Final Design Concept will be vetted by the Design Team to provide relative surety that the project design will be able to be permitted and approved to be built by various agencies.

DELIVERABLES: Various Suitable Graphics which may include plans, elevations, sections and perspectives
Probable Cost Estimate Update

Up to one (1) Team Meeting
Up to two (2) Team/Staff Conference calls
Team to review with County

SCHEDULE: TBD Duration approximately 3 weeks

TASK 6: FINAL PRESENTATION: The Consultant's Design Team shall prepare and facilitate a presentation of the Final Design, summarizing the process and the findings. All graphic material and workshop findings will be reported and posted to the web site.

DELIVERABLES: Final Design Submittal
Associated reports/findings
Presentation (joint) to Planning Commission & Village Council with approval of Final Concept by Village Council

SCHEDULE: TBD Duration approximately 2 weeks

TASK 7: ON-GOING AGENCY COORDINATION: The Consultant's Design Team shall continue to be available to modifications to plans to address grant and various funding opportunities that may include phasing will be included as noted. Additional agency coordination will be under separate contract as needed.

DELIVERABLES: Modify plans as needed for clarification to different grant funding resources/applications (maximum 2 times).

SCHEDULE: As needed

Client: _____

Consultant: _____

NPB Project 1
Prosperity Farms Road Bridge
Compensation

COMPENSATION

A. Compensation for services rendered by the Consultant Team, **TASK 1 Inventory** shall be a fixed fee of Five Thousand One Hundred Seventy-Eight Dollars (\$5,178.00) including reimbursable as below:

<u>FIRM</u>	<u>FEE</u>
2GHO (Land Planning & Landscape Architectural)	\$ 3,771.00
KA (Civil Engineering)	\$ 1,315.00
PTC (Traffic Engineers)	\$ 0
2GHO Coordination (7%)	\$ 92.00

B. Compensation for services rendered by the Consultant Team, **TASK 2 Analysis** shall be a fixed fee of Four Thousand Five Hundred Dollars (\$4,500.00) including reimbursable as below:

<u>FIRM</u>	<u>FEE</u>
2GHO (Land Planning & Landscape Architectural)	\$ 4,500.00
KA (Civil Engineering)	\$ 0
PTC (Traffic Engineers)	\$ 0
2GHO Coordination (7%)	\$ 0

C. Compensation for services rendered by the Consultant Team, **TASK 3 Design Concepts** shall be a fixed fee of Eleven Thousand Seven Hundred Twenty-Nine Dollars (\$11,729.00) including reimbursable expenses as below:

<u>FIRM</u>	<u>FEE</u>
2GHO (Land Planning & Landscape Architectural)	\$ 8,000.00
KA (Civil Engineering)	\$ 3,485.00
PTC (Traffic Engineers)	\$ 0
2GHO Coordination (7%)	\$ 244.00

D. Compensation for services rendered by the Consultant Team, **TASK 4 Stakeholder Feedback** shall be a fixed fee of Six Thousand Three Hundred Twenty-Nine Dollars (\$6,329.00) including reimbursable expenses as below:

<u>FIRM</u>	<u>FEE</u>
2GHO (Land Planning & Landscape Architectural)	\$ 6,329.00
KA (Civil Engineering)	\$ 0
PTC (Traffic Engineers)	\$ 0
2GHO Coordination (7%)	\$ 0

E. Compensation for services rendered by the Consultant Team, **TASK 5 Final Design Concept** shall be a fixed fee of Seven Thousand Two Hundred Fifty-One Dollars (\$7,251.00) including reimbursable expenses as below:

<u>FIRM</u>	<u>FEE</u>
2GHO (Land Planning & Landscape Architectural)	\$ 4,485.00
KA (Civil Engineering)	\$ 2,585.00
PTC (Traffic Engineers)	\$ 0
2GHO Coordination (7%)	\$ 181.00

F. Compensation for services rendered by the Consultant Team, **TASK 6 Final Presentation** shall be a fixed fee of Four Thousand Two Hundred Thirty-Nine Dollars (\$4,239.00) including reimbursable expenses as below:

<u>FIRM</u>	<u>FEE</u>
2GHO (Land Planning & Landscape Architectural)	\$ 4,239.00
KA (Civil Engineering)	\$ 0
PTC (Traffic Engineers)	\$ 0
2GHO Coordination (7%)	\$ 0

G. Compensation for services rendered by the Consultant Team, TASK 7 Post Design Coordination shall be determined as necessary at a future date:

<u>FIRM</u>	<u>FEE</u>
2GHO (Land Planning & Landscape Architectural)	\$ 0
KA (Civil Engineering)	\$ 0
PTC (Traffic Engineers)	\$ 0
2GHO Coordination (7%)	\$ 0

REIMBURSABLE EXPENSES

*All fixed fees include reimbursable expenses which is limited to covering printing, mailing, local mileage and long-distance calls.

Total:

<u>FIRM</u>	<u>FEE</u>
2GHO (Land Planning & Landscape Architectural)	\$ 31,324.00
KA (Civil Engineering)	\$ 7,385.00
PTC (Traffic Engineers)	\$ 0
2GHO Coordination (7%)	\$ 517.00 <i>ASL</i>

TOTAL

\$39,227.00
~~38,710.00~~ *ASL*
 38,709.00 *ASL*

Client: _____

Consultant: _____

EXHIBIT
Hours Summary for Project #1
NPB Prosperity Farms Road Bridge
2GHO #18-1014

<u>WORK ACTIVITY</u>		<u>POSITION</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>	12.04.18 <u>REIMBURS.</u>	<u>TOTAL</u>
TASK 1	Inventory	PRINCIPAL	2	\$235.00	\$470.00		
		PROJECT MANAGER	4	\$195.00	\$780.00		
		PRINCIPAL PLANNER/LA	0	\$195.00	\$0.00		
		SR. LANDCAPE ARCH	0	\$145.00	\$0.00		
		LANDSCAPE ARCH	6	\$110.00	\$660.00		
		SR. PLANNER	0	\$130.00	\$0.00		
		PLANNER	0	\$77.00	\$0.00		
		CADD/DRAFTSMAN	20	\$75.00	\$1,500.00		
		SR. DESIGNER (LA)	0	\$100.00	\$0.00		
		DESIGNER (LA)	0	\$85.00	\$0.00		
		SR. ADMIN. ASSIST.	0	\$53.00	\$0.00		
		ADMIN. ASSIST.	3	\$37.00	\$111.00		
			Sub-Total				\$3,521.00
TASK 2	Analysis	PRINCIPAL	0	\$235.00	\$0.00		
		PROJECT MANAGER	6	\$195.00	\$1,170.00		
		PRINCIPAL PLANNER/LA	0	\$195.00	\$0.00		
		SR. LANDCAPE ARCH	14	\$145.00	\$2,030.00		
		LANDSCAPE ARCH	0	\$110.00	\$0.00		
		SR. PLANNER	0	\$130.00	\$0.00		
		PLANNER	0	\$77.00	\$0.00		
		CADD/DRAFTSMAN	14	\$75.00	\$1,050.00		
		SR. DESIGNER (LA)	0	\$100.00	\$0.00		
		DESIGNER (LA)	0	\$85.00	\$0.00		
		SR. ADMIN. ASSIST.	0	\$53.00	\$0.00		
		ADMIN. ASSIST.	0	\$37.00	\$0.00		
			Sub-Total				\$4,250.00
TASK 3	Design Concepts	PRINCIPAL	2	\$235.00	\$470.00		
		PROJECT MANAGER	18	\$195.00	\$3,510.00		
		PRINCIPAL PLANNER/LA	0	\$195.00	\$0.00		
		SR. LANDCAPE ARCH	16	\$145.00	\$2,320.00		
		LANDSCAPE ARCH	0	\$110.00	\$0.00		
		SR. PLANNER	0	\$130.00	\$0.00		
		PLANNER	0	\$77.00	\$0.00		
		CADD/DRAFTSMAN	12	\$75.00	\$900.00		
		SR. DESIGNER (LA)	0	\$100.00	\$0.00		
		DESIGNER (LA)	0	\$85.00	\$0.00		
		SR. ADMIN. ASSIST.	0	\$53.00	\$0.00		
		ADMIN. ASSIST.	0	\$37.00	\$0.00		
			Sub-Total				\$7,200.00
TASK 4	Stakeholder Feedback	PRINCIPAL	3	\$235.00	\$705.00		
		PROJECT MANAGER	8	\$195.00	\$1,560.00		
		PRINCIPAL PLANNER/LA	2	\$195.00	\$390.00		
		SR. LANDCAPE ARCH	10	\$145.00	\$1,450.00		
		LANDSCAPE ARCH	0	\$110.00	\$0.00		
		SR. PLANNER	0	\$130.00	\$0.00		
		PLANNER	0	\$77.00	\$0.00		
		CADD/DRAFTSMAN	14	\$75.00	\$1,050.00		

		SR. DESIGNER (LA)	0	\$100.00	\$0.00		
		DESIGNER (LA)	0	\$85.00	\$0.00		
		SR. ADMIN. ASSIST.	0	\$53.00	\$0.00		
		ADMIN. ASSIST.	2	\$37.00	\$74.00		
		Sub-Total			\$5,229.00	\$	1,100.00 \$6,329.00
TASK 5	Final Design Concept	PRINCIPAL	0	\$235.00	\$0.00		
		PROJECT MANAGER	5	\$195.00	\$975.00		
		PRINCIPAL PLANNER/LA	0	\$195.00	\$0.00		
		SR. LANDCAPE ARCH	8	\$145.00	\$1,160.00		
		LANDSCAPE ARCH	0	\$110.00	\$0.00		
		SR. PLANNER	0	\$130.00	\$0.00		
		PLANNER	0	\$77.00	\$0.00		
		CADD/DRAFTSMAN	20	\$75.00	\$1,500.00		
		SR. DESIGNER (LA)	0	\$100.00	\$0.00		
		DESIGNER (LA)	0	\$85.00	\$0.00		
		SR. ADMIN. ASSIST.	0	\$53.00	\$0.00		
		ADMIN. ASSIST.	0	\$37.00	\$0.00		
		Sub-Total			\$3,635.00	\$	850.00 \$4,485.00
TASK 6	Final Presentation	PRINCIPAL	4	\$235.00	\$940.00		
		PROJECT MANAGER	8	\$195.00	\$1,560.00		
		PRINCIPAL PLANNER/LA	0	\$195.00	\$0.00		
		SR. LANDCAPE ARCH	2	\$145.00	\$290.00		
		LANDSCAPE ARCH	0	\$110.00	\$0.00		
		SR. PLANNER	0	\$130.00	\$0.00		
		PLANNER	0	\$77.00	\$0.00		
		CADD/DRAFTSMAN	5	\$75.00	\$375.00		
		SR. DESIGNER (LA)	0	\$100.00	\$0.00		
		DESIGNER (LA)	0	\$85.00	\$0.00		
		SR. ADMIN. ASSIST.	0	\$53.00	\$0.00		
		ADMIN. ASSIST.	2	\$37.00	\$74.00		
		Sub-Total			\$3,239.00	\$	1,000.00 \$4,239.00
Task 7	Post Design Coordination	PRINCIPAL	0	\$235.00	\$0.00		
		PROJECT MANAGER	0	\$195.00	\$0.00		
		PRINCIPAL PLANNER/LA	0	\$195.00	\$0.00		
		SR. LANDCAPE ARCH	0	\$145.00	\$0.00		
		LANDSCAPE ARCH	0	\$110.00	\$0.00		
		SR. PLANNER	0	\$130.00	\$0.00		
		PLANNER	0	\$77.00	\$0.00		
		CADD/DRAFTSMAN	0	\$75.00	\$0.00		
		SR. DESIGNER (LA)	0	\$100.00	\$0.00		
		DESIGNER (LA)	0	\$85.00	\$0.00		
		SR. ADMIN. ASSIST.	0	\$53.00	\$0.00		
		ADMIN. ASSIST.	0	\$37.00	\$0.00		
		Sub-Total			\$0.00	\$	- \$0.00
Total Contract Amount			210		\$27,074.00	\$	4,250.00 \$ 31,324.00
Reimbursable Allowance					\$	4,250.00	
Total					\$ 31,324.00		

Management
Total all Consultants

KA \$ 7,385.00
 7% \$ 518

~~\$ 39,227.00~~
38,710.00
 38,709.00 Com

EXHIBIT
Hours Summary for Project #1
NPB Prosperity Farms Road Bridge
2GHO #18-1014
Subconsultant KA

WORK ACTIVITY		POSITION	HOURS	RATE	TOTAL	Dec. 4, 2018 REIMBURSABLE Meetings/Council		
TASK 1	Inventory	Principal	0	\$250.00	\$0.00			
		Project Director	3	\$225.00	\$675.00			
	Project orientation and kick off meeting	Senior Project Manager	3	\$180.00	\$540.00		\$0	
		Senior / Principal Surveyor	0	\$155.00	\$0.00			
		Senior Project Engineer	0	\$150.00	\$0.00			
		Project Engineer	0	\$115.00	\$0.00			
		Project Surveyor	0	\$100.00	\$0.00			
		Engineer Intern/CAD Technician	0	\$90.00	\$0.00			
		Contract Administrator	0	\$90.00	\$0.00			
		Clerical / Administrative Assistant	0	\$70.00	\$0.00			
		Sub-Total				\$1,215.00	\$	100.00
TASK 2	Analysis	Principal	0	\$250.00	\$0.00			
		Project Director	0	\$225.00	\$0.00			
		Senior Project Manager	0	\$180.00	\$0.00		\$0.00	
		Senior / Principal Surveyor	0	\$155.00	\$0.00			
		Senior Project Engineer	0	\$150.00	\$0.00			
		Project Engineer	0	\$115.00	\$0.00			
		Project Surveyor	0	\$100.00	\$0.00			
		Engineer Intern/CAD Technician	0	\$90.00	\$0.00			
		Contract Administrator	0	\$90.00	\$0.00			
		Clerical / Administrative Assistant	0	\$70.00	\$0.00			
		Sub-Total				\$0.00	\$	-
TASK 3	Design Concepts	Principal	0	\$250.00	\$0.00			
		Project Director	5	\$225.00	\$1,125.00			
		Coordination with PBC.	Senior Project Manager	5	\$180.00	\$900.00		
		Review of bridge plans	Senior / Principal Surveyor	0	\$155.00	\$0.00		
		and discussions regarding	Senior Project Engineer	0	\$150.00	\$0.00		
		potential design concepts	Project Engineer	0	\$115.00	\$0.00		
		and permissibility, etc.	Project Surveyor	0	\$100.00	\$0.00		
		Review concepts with PBC	Engineer Intern/CAD Technician	0	\$90.00	\$0.00		
		One meeting with the PBC	Senior Project Manager	3	\$180.00	\$540.00		
		Cost estimates for additional	Senior Project Manager	4	\$180.00	\$720.00		
		items	Clerical / Administrative Assistant	0	\$70.00	\$0.00		\$
Sub-Total				\$3,285.00	\$	200.00		
TASK 4	Stakeholder Feedback	Principal	0	\$250.00	\$0.00			
		Project Director	0	\$225.00	\$0.00			
		Senior Project Manager	0	\$180.00	\$0.00			
		Senior / Principal Surveyor	0	\$155.00	\$0.00			
		Senior Project Engineer	0	\$150.00	\$0.00			
		Project Engineer	0	\$115.00	\$0.00			
		Project Surveyor	0	\$100.00	\$0.00			
		Engineer Intern/CAD Technician	0	\$90.00	\$0.00			
		Contract Administrator	0	\$90.00	\$0.00			
		Clerical / Administrative Assistant	0	\$70.00	\$0.00			
		Sub-Total				\$0.00		
TASK 5	Final Design Concept	Principal	0	\$250.00	\$0.00			
		Project Director	1	\$225.00	\$225.00			
		Coordination with PBC.	Senior Project Manager	5	\$180.00	\$900.00		
		Review of bridge plans	Senior / Principal Surveyor	0	\$155.00	\$0.00		
		and discussions regarding	Senior Project Engineer	0	\$150.00	\$0.00		
		final design concepts	Project Engineer	0	\$115.00	\$0.00		
		and permissibility, etc.	Project Surveyor	0	\$100.00	\$0.00		
		Review concepts with PBC	Contract Administrator	0	\$90.00	\$0.00		
			Clerical / Administrative Assistant	0	\$70.00	\$0.00		
		One meetings with the PBC	Senior Project Manager	3	\$180.00	\$540.00		
		Cost estimates for additional	Senior Project Manager	4	\$180.00	\$720.00		
items								
Sub-Total				\$2,385.00	\$	200.00		

TASK 6	Final Presentation	Principal	0	\$250.00	\$0.00	
		Project Director	0	\$225.00	\$0.00	
		Senior Project Manager	0	\$180.00	\$0.00	
		Senior / Principal Surveyor	0	\$155.00	\$0.00	
		Senior Project Engineer	0	\$150.00	\$0.00	
		No meeting to present	Project Engineer	0	\$115.00	\$0.00
			Project Surveyor	0	\$100.00	\$0.00
			Engineer Intern/CAD Technician	0	\$90.00	\$0.00
			Contract Administrator	0	\$90.00	\$0.00
			Clerical / Administrative Assistant	0	\$70.00	\$0.00
			Sub-Total			\$0.00
		Total Contract Amount		236	\$6,885.00	\$0
Reimbursable Allowance			500.00			
Total			\$7,385.00			

EXHIBIT C

HOURLY RATES

2GHO	PRINCIPAL	\$235.00
	PROJECT MANAGER	\$195.00
	PRINCIPAL PLANNER/LA	\$195.00
	SR. LANDCAPE ARCH	\$145.00
	LANDSCAPE ARCH	\$110.00
	SR. PLANNER	\$130.00
	PLANNER	\$77.00
	CADD/DRAFTSMAN	\$75.00
	SR. DESIGNER (LA)	\$100.00
	DESIGNER (LA)	\$85.00
	SR. ADMIN. ASSIST.	\$53.00
	ADMIN. ASSIST.	\$37.00
KA	PRINCIPAL	\$250.00
	PROJECT DIRECTOR	\$225.00
	SENIOR PROJECT MANAGER	\$180.00
	SENIOR/PRINCIPAL SURVEYOR	\$155.00
	SENIOR PROJECT ENGINEER	\$150.00
	PROJECT ENGINEER	\$115.00
	PROJECT SURVEYOR	\$100.00
	ENGINEER INTERN/CAD TECHNICIAN	\$90.00
	SENIOR CONSTRUCTION PHASE REPRESENTATIVE	\$120.00
	CONSTRUCTION PHASE REPRESENTATIVE	\$110.00
	SURVEY CREW	\$150.00
	UTILITY COORDINATOR/PERMIT LIASION	\$90.00
	CONTRACT ADMINISTRATOR	\$90.00
	CLERICAL/ADMINISTRATIVE ASSISTANT	\$70.00
PTC	PRINCIPAL	\$210.00
	PROJECT MANAGER	\$168.00



Landscape Architects · Planners · Environmental Consultants

GENTILE GLAS HOLLOWAY O'MAHONEY & Associates, Inc.

George G. Gentile FASLA
M. Troy Holloway ASLA
Emily M. O'Mahoney ASLA
Dodi Duckmaster Gilis AICP

NPB Project 2
US One Bridge

Scope of Work

November 19, 2018

December 4, 2018

December 12, 2018

Scope of Work:

The Parties agree that the Scope of Work that the Consultant shall do for the Client shall be defined as follows:

US One Bridge: Develop conceptual design for the bridge and immediate surrounding area consistent with the concepts and goals of the Master Plan Report. Part of the bridge collapsed in 2017 at which time FDOT reduced the bridge from 6 lanes to 4 lanes to allow for sidewalk connectivity. The bridge is slated to be a 2023 FDOT replacement project. The Village will be collaborating with FDOT on the bridge design and, similar to the efforts on the Prosperity Farms Road Bridge, wish to create an opportunity to contribute to the civic architecture and provide opportunities for pedestrians and bicyclists to view the Earman River.

It is important to note that this area in the Village was identified for potential redevelopment in the Citizens' Master Plan. The bridge design should complement the pedestrian scale development along the Earman River, including the opportunity to cross from one side of US1 to the other underneath the bridge (although clearance will be an issue to address).

The Design Team will develop design options that would be vetted with the Village Council and ultimately incorporated into FDOT's bridge replacement contract. The Design Team will assist the Village in its efforts to collaborate with FDOT to include desired improvements in the scope of the bridge replacement contract.

NOTE: The FDOT design will keep the current 6 lane configuration over the bridge. The Earman River is under private ownership. The FDOT engineer design team will design the roadway across the bridge and the roadway approach to the bridge.

It is anticipated that the US One Bridge and the Prosperity Farms Road Bridge will have the same design path initially so that there are shared efforts and efficiencies during initial public surveys, interviews and team meetings.

TASK 1: INVENTORY: The Consultant's Design Team shall:

- A. Establish the Team (including Staff), each one's duties and the communications chain.
 1. Assist Staff in establishing the schedule and dates for deliverables.
 2. Elicit and Determine Client's goals and budget.
 3. Assist Staff in exploring funding and said deadlines.
- B. Inventory the site and surrounding area:
 1. Environmental conditions – ecosystems, vegetation,
 2. Physical elements – the built environment, drainage, conditions, use by different modals methods,
 3. Regulatory criteria affecting the site (local, county, FDOT)
- C. Assist Staff in gathering stakeholder input, organized through an interactive web site hosted through the Village's web site (by staff), Next Door, Social Media and the following:
 1. Development of on-line survey questions
 2. Interviews (1 day)

Work will be executed in conjunction with the Prosperity Farms Road Bridge for efficiencies.

DELIVERABLES: Two (2) Team meetings (combined work)
Stakeholder survey/interviews (combined work)
Inventory Report(s): Constraints and Opportunities
Report to Village Council

SCHEDULE: TBD Duration approximately 5 weeks

TASK 2: ANALYSIS: The Consultant's Design Team shall prepare appropriate analysis that relates to the streetscape development of the specific site. The Design Team will consult with appropriate agencies having jurisdiction over the project work site. At this time, the Team will explore the performance metrics and determine which metrics are most appropriate to follow through on the project.

DELIVERABLES: Analysis of (if applicable):
User Surveys/Interviews
Vegetative & Visual Resource
Utility
Traffic & Circulation – all modalities
Contextual
Up to one (1) Team Meeting to establish performance matrix
Up to two (2) Weekly Conference calls
Two (2) updates for the Project Web Site
Village Council Presentation & Report (1)

SCHEDULE: TBD Duration approximately 3 weeks

TASK 3: DESIGN CONCEPTS: The Consultant's Design Team shall prepare a conceptual design options for the project site. The designs or variations on a design shall be developed in plan view, section, elevation and perspective utilizing hand drawn graphics and computer aided graphics to fully convey the design intent of the Design Team at a level understood by the stakeholders. The designs will be evaluated through performance matrixes and cost estimates.

DELIVERABLES: Minimum two different design alternative solutions, rendered and colored
Supporting graphics and sketches to understand the character of proposed design(s)
Development of the criteria for the selected performance metrics
Up to three (3) Team Meetings or FDOT meeting
Up to four (4) Weekly Conference calls
Team to review with FDOT
Probable Cost Estimates of elements above and beyond the FDOT bridge/road elements

SCHEDULE: TBD Duration approximately 4 weeks

TASK 4: STAKEHOLDER FEEDBACK: The Consultant's Design Team shall prepare for and facilitate a public workshop presenting the design ideas developed to date. The Team will elicit feedback and ideas from the stakeholders. The ideas will be reviewed by the full Team to determine the final design idea. Interactive web site feedback will also be elicited for those not able to attend a face to face workshop. To all extents possible, this will be combined with the Prosperity Farms Road Bridge project.

DELIVERABLES: One (1) Public Workshop
Assist Staff in developing an interactive web-based stakeholder survey/input

Up to three (2) Conference calls for planning

SCHEDULE: TBD Duration approximately 5 weeks to organize

TASK 5: FINAL DESIGN CONCEPT: The Consultant's Design Team shall provide a Final Design Concept for said site based upon the initial design concepts and the feedback from the stakeholders and Village Council. All graphic material and workshop findings will be reported and posted to the web site. The Final Design Concept will be vetted by the Design Team to provide relative surety that the project design will be able to be permitted and approved to be built by various agencies, particularly FDOT.

DELIVERABLES: Various Suitable Graphics which may include plans, elevations, sections and perspectives
Up to three (3) Team Meetings
Up to two (2) Team/Staff Conference calls
Team Review & Coordination with FDOT
Probable Cost Estimates of elements above and beyond the FDOT bridge/road elements

SCHEDULE: TBD Duration approximately 3 weeks

TASK 6: FINAL PRESENTATION: The Consultant's Design Team shall prepare and facilitate a presentation of the Final Design, summarizing the process and the findings. All graphic material and workshop findings will be reported and posted to the web site.

DELIVERABLES: Final Design Submittal
Associated reports/findings
Presentation (joint) to Planning Commission & Village Council with approval of Final Concept by Village Council

SCHEDULE: TBD Duration approximately 2 weeks

TASK 7: ON-GOING AGENCY COORDINATION: The Consultant's Design Team, shall continue to be available to modifications to plans to address grant and various funding opportunities that may include phasing will be included as noted. Additional agency coordination will be under separate contract as needed.

DELIVERABLES: Modify plans as needed for clarification to different grant funding resources/applications (maximum 2 times).

SCHEDULE: As needed

Client: _____

Consultant: _____

NPB Project 2
NPB US One Bridge
Compensation

COMPENSATION

A. Compensation for services rendered by the Consultant Team, **TASK 1 Inventory** shall be a fixed fee of Five Thousand Six Hundred Five Dollars (\$5,605.00) including reimbursable as below:

<u>FIRM</u>	<u>FEE</u>
2GHO (Land Planning & Landscape Architectural)	\$ 4,198.00
KA (Civil Engineering)	\$ 1,315.00
PTC (Traffic Engineers)	\$ 0
2GHO Coordination (7%)	\$ 92.00

B. Compensation for services rendered by the Consultant Team, **TASK 2 Analysis** shall be a fixed fee of Six Thousand One Hundred Dollars (\$6,100.00) including reimbursable as below:

<u>FIRM</u>	<u>FEE</u>
2GHO (Land Planning & Landscape Architectural)	\$ 6,100.00
KA (Civil Engineering)	\$ 0
PTC (Traffic Engineers)	\$ 0
2GHO Coordination (7%)	\$ 0

C. Compensation for services rendered by the Consultant Team, **TASK 3 Design Concepts** shall be a fixed fee of Twelve Thousand Eight Hundred Sixty-Six Dollars (\$12,866.00) including reimbursable expenses as below:

<u>FIRM</u>	<u>FEE</u>
2GHO (Land Planning & Landscape Architectural)	\$ 8,944.00
KA (Civil Engineering)	\$ 3,665.00
PTC (Traffic Engineers)	\$ 0
2GHO Coordination (7%)	\$ 257.00

D. Compensation for services rendered by the Consultant Team, **TASK 4 Stakeholder Feedback** shall be a fixed fee of Seven Thousand Nine Hundred Eighty-Three Dollars (\$7,983.00) including reimbursable expenses as below:

<u>FIRM</u>	<u>FEE</u>
2GHO (Land Planning & Landscape Architectural)	\$ 7,983.00
KA (Civil Engineering)	\$ 0
PTC (Traffic Engineers)	\$ 0
2GHO Coordination (7%)	\$ 0

E. Compensation for services rendered by the Consultant Team, **TASK 5 Final Design Concept** shall be a fixed fee of Twelve Thousand Four Hundred and One Dollars (\$12,401.00) including reimbursable expenses as below:

<u>FIRM</u>	<u>FEE</u>
2GHO (Land Planning & Landscape Architectural)	\$ 9,250.00
KA (Civil Engineering)	\$ 2,945.00
PTC (Traffic Engineers)	\$ 0
2GHO Coordination (7%)	\$ 206.00

F. Compensation for services rendered by the Consultant Team, **TASK 6 Final Presentation** shall be a fixed fee of Five Thousand Seven Hundred Sixty-Nine Dollars (\$5,769.00) including reimbursable expenses as below:

<u>FIRM</u>	<u>FEE</u>
2GHO (Land Planning & Landscape Architectural)	\$ 5,769.00
KA (Civil Engineering)	\$ 0
PTC (Traffic Engineers)	\$ 0
2GHO Coordination (7%)	\$ 0

G. Compensation for services rendered by the Consultant Team, **TASK 7 On-Going Agency Coordination** shall be determined as necessary at a future date:

<u>FIRM</u>	<u>FEE</u>
2GHO (Land Planning & Landscape Architectural)	\$ 0
KA (Civil Engineering)	\$ 0
PTC (Traffic Engineers)	\$ 0
2GHO Coordination (7%)	\$ 0

REIMBURSABLE EXPENSES

*All fixed fees include reimbursable expenses which is limited to covering printing, mailing, local mileage and long-distance calls.

Total:

<u>FIRM</u>	<u>FEE</u>
2GHO (Land Planning & Landscape Architectural)	\$ 42,244.00
KA (Civil Engineering)	\$ 7,925.00
PTC (Traffic Engineers)	\$ 0
2GHO Coordination (7%)	\$ 557.00 <i>af</i>
TOTAL	\$50,726.00

\$50,169.00 *LOW*

Client: _____

Consultant: _____

EXHIBIT
Hours Summary for Project #2
NPB US One Bridge
2GHO #18-1015

WORK ACTIVITY		POSITION	HOURS	RATE	TOTAL	11.19.18 REIMBURS.	TOTAL
TASK 1	Inventory	PRINCIPAL	2	\$235.00	\$470.00		
		PROJECT MANAGER	6	\$195.00	\$1,170.00		
		PRINCIPAL PLANNER/LA	0	\$195.00	\$0.00		
		SR. LANDCAPE ARCH	0	\$145.00	\$0.00		
		LANDSCAPE ARCH	6	\$110.00	\$660.00		
		SR. PLANNER	0	\$130.00	\$0.00		
		PLANNER	0	\$77.00	\$0.00		
		CADD/DRAFTSMAN	20	\$75.00	\$1,500.00		
		SR. DESIGNER (LA)	0	\$100.00	\$0.00		
		DESIGNER (LA)	0	\$85.00	\$0.00		
		SR. ADMIN. ASSIST.	0	\$53.00	\$0.00		
		ADMIN. ASSIST.	4	\$37.00	\$148.00		
			Sub-Total			\$3,948.00	\$
TASK 2	Analysis	PRINCIPAL	0	\$235.00	\$0.00		
		PROJECT MANAGER	12	\$195.00	\$2,340.00		
		PRINCIPAL PLANNER/LA	0	\$195.00	\$0.00		
		SR. LANDCAPE ARCH	18	\$145.00	\$2,610.00		
		LANDSCAPE ARCH	0	\$110.00	\$0.00		
		SR. PLANNER	0	\$130.00	\$0.00		
		PLANNER	0	\$77.00	\$0.00		
		CADD/DRAFTSMAN	12	\$75.00	\$900.00		
		SR. DESIGNER (LA)	0	\$100.00	\$0.00		
		DESIGNER (LA)	0	\$85.00	\$0.00		
		SR. ADMIN. ASSIST.	0	\$53.00	\$0.00		
		ADMIN. ASSIST.	0	\$37.00	\$0.00		
			Sub-Total			\$5,850.00	\$
TASK 3	Design Concepts	PRINCIPAL	2	\$235.00	\$470.00		
		PROJECT MANAGER	14	\$195.00	\$2,730.00		
		PRINCIPAL PLANNER/LA	0	\$195.00	\$0.00		
		SR. LANDCAPE ARCH	16	\$145.00	\$2,320.00		
		LANDSCAPE ARCH	0	\$110.00	\$0.00		
		SR. PLANNER	0	\$130.00	\$0.00		
		PLANNER	0	\$77.00	\$0.00		
		CADD/DRAFTSMAN	34	\$75.00	\$2,550.00		
		SR. DESIGNER (LA)	0	\$100.00	\$0.00		
		DESIGNER (LA)	0	\$85.00	\$0.00		
		SR. ADMIN. ASSIST.	0	\$53.00	\$0.00		
		ADMIN. ASSIST.	2	\$37.00	\$74.00		
			Sub-Total			\$8,144.00	\$
TASK 4	Stakeholder Feedback	PRINCIPAL	3	\$235.00	\$705.00		
		PROJECT MANAGER	8	\$195.00	\$1,560.00		
		PRINCIPAL PLANNER/LA	2	\$195.00	\$390.00		
		SR. LANDCAPE ARCH	14	\$145.00	\$2,030.00		
		LANDSCAPE ARCH	5	\$110.00	\$550.00		
		SR. PLANNER	0	\$130.00	\$0.00		
		PLANNER	0	\$77.00	\$0.00		
		CADD/DRAFTSMAN	20	\$75.00	\$1,500.00		
		SR. DESIGNER (LA)	0	\$100.00	\$0.00		
		DESIGNER (LA)	0	\$85.00	\$0.00		
		SR. ADMIN. ASSIST.	0	\$53.00	\$0.00		
		ADMIN. ASSIST.	4	\$37.00	\$148.00		
			Sub-Total			\$6,883.00	\$
TASK 5	Final Design Concept	PRINCIPAL	2	\$235.00	\$470.00		
		PROJECT MANAGER	24	\$195.00	\$4,680.00		
		PRINCIPAL PLANNER/LA	0	\$195.00	\$0.00		
		SR. LANDCAPE ARCH	10	\$145.00	\$1,450.00		
		LANDSCAPE ARCH	0	\$110.00	\$0.00		
		SR. PLANNER	0	\$130.00	\$0.00		
		PLANNER	0	\$77.00	\$0.00		
		CADD/DRAFTSMAN	24	\$75.00	\$1,800.00		
		SR. DESIGNER (LA)	0	\$100.00	\$0.00		
		DESIGNER (LA)	0	\$85.00	\$0.00		
		SR. ADMIN. ASSIST.	0	\$53.00	\$0.00		
		ADMIN. ASSIST.	0	\$37.00	\$0.00		
			Sub-Total			\$8,400.00	\$

TASK 6	Final Presentation	PRINCIPAL	3	\$235.00	\$705.00			
		PROJECT MANAGER	10	\$195.00	\$1,950.00			
		PRINCIPAL PLANNER/LA	0	\$195.00	\$0.00			
		SR. LANDCAPE ARCH	12	\$145.00	\$1,740.00			
		LANDSCAPE ARCH	0	\$110.00	\$0.00			
		SR. PLANNER	0	\$130.00	\$0.00			
		PLANNER	0	\$77.00	\$0.00			
		CADD/DRAFTSMAN	4	\$75.00	\$300.00			
		SR. DESIGNER (LA)	0	\$100.00	\$0.00			
		DESIGNER (LA)	0	\$85.00	\$0.00			
		SR. ADMIN. ASSIST.	0	\$53.00	\$0.00			
		ADMIN. ASSIST.	2	\$37.00	\$74.00			
		Sub-Total			\$4,769.00	\$	1,000.00	\$5,769.00
		Task 7	Post Design Coordination	PRINCIPAL	0	\$235.00	\$0.00	
PROJECT MANAGER	0			\$195.00	\$0.00			
PRINCIPAL PLANNER/LA	0			\$195.00	\$0.00			
SR. LANDCAPE ARCH	0			\$145.00	\$0.00			
LANDSCAPE ARCH	0			\$110.00	\$0.00			
SR. PLANNER	0			\$130.00	\$0.00			
PLANNER	0			\$77.00	\$0.00			
CADD/DRAFTSMAN	0			\$75.00	\$0.00			
SR. DESIGNER (LA)	0			\$100.00	\$0.00			
DESIGNER (LA)	0			\$85.00	\$0.00			
SR. ADMIN. ASSIST.	0			\$53.00	\$0.00			
ADMIN. ASSIST.	0			\$37.00	\$0.00			
Sub-Total					\$0.00	\$	-	\$0.00

Total Contract Amount 295 \$37,994.00 \$ 4,250.00 \$ 42,244.00

Reimbursable Allowance \$ 4,250.00

Total \$ 42,244.00

Management KA \$ 7,925.00
7% \$ ~~557.00~~ 0 EOM
Total all Consultants \$ ~~50,726.00~~
50,169.00 EOM

EXHIBIT
Hours Summary for Project #2
NPB US One
2GHO #18-1014
Subconsultant KA

TASK	WORK ACTIVITY	POSITION	HOURS	RATE	TOTAL	DATE	
						REIMBURSABLE	Meetings/Council
TASK 1	Inventory	Principal	0	\$250.00	\$0.00		
		Project Director	3	\$225.00	\$675.00		
	Project orientation and kick off meeting	Senior Project Manager	3	\$180.00	\$540.00	\$0	
		Senior / Principal Surveyor	0	\$155.00	\$0.00		
		Senior Project Engineer	0	\$150.00	\$0.00		
		Project Engineer	0	\$115.00	\$0.00		
		Project Surveyor	0	\$100.00	\$0.00		
		Engineer Intern/CAD Technician	0	\$90.00	\$0.00		
		Contract Administrator	0	\$90.00	\$0.00		
		Clerical / Administrative Assistant	0	\$70.00	\$0.00		
		Sub-Total				\$1,215.00	\$
TASK 2	Analysis	Principal	0	\$250.00	\$0.00		
		Project Director	0	\$225.00	\$0.00		
		Senior Project Manager	0	\$180.00	\$0.00	\$0.00	
		Senior / Principal Surveyor	0	\$155.00	\$0.00		
		Senior Project Engineer	0	\$150.00	\$0.00		
		Project Engineer	0	\$115.00	\$0.00		
		Project Surveyor	0	\$100.00	\$0.00		
		Engineer Intern/CAD Technician	0	\$90.00	\$0.00		
		Contract Administrator	0	\$90.00	\$0.00		
		Clerical / Administrative Assistant	0	\$70.00	\$0.00		
		Sub-Total				\$0.00	\$
TASK 3	Design Concepts	Principal	0	\$250.00	\$0.00		
		Project Director	5	\$225.00	\$1,125.00		
	Coordination with FDOT. Review of bridge plans and discussions regarding potential design concepts and permissibility, etc. Review concepts with FDOT One meeting with the FDOT Cost estimates for additional items	Senior Project Manager	5	\$180.00	\$900.00		
		Senior / Principal Surveyor	0	\$155.00	\$0.00		
		Senior Project Engineer	0	\$150.00	\$0.00		
		Project Engineer	0	\$115.00	\$0.00		
		Project Surveyor	0	\$100.00	\$0.00		
		Engineer Intern/CAD Technician	0	\$90.00	\$0.00		
		Senior Project Manager	4	\$180.00	\$720.00		
		Senior Project Manager	4	\$180.00	\$720.00		
		Clerical / Administrative Assistant	0	\$70.00	\$0.00		
Sub-Total				\$3,465.00	\$	200.00	
TASK 4	Stakeholder Feedback	Principal	0	\$250.00	\$0.00		
		Project Director	0	\$225.00	\$0.00		
		Senior Project Manager	0	\$180.00	\$0.00		
		Senior / Principal Surveyor	0	\$155.00	\$0.00		
		Senior Project Engineer	0	\$150.00	\$0.00		
		Project Engineer	0	\$115.00	\$0.00		
		Project Surveyor	0	\$100.00	\$0.00		
		Engineer Intern/CAD Technician	0	\$90.00	\$0.00		
		Contract Administrator	0	\$90.00	\$0.00		
		Clerical / Administrative Assistant	0	\$70.00	\$0.00		
		Sub-Total				\$0.00	
TASK 5	Final Design Concept	Principal	0	\$250.00	\$0.00		
		Project Director	1	\$225.00	\$225.00		
	Coordination with FDOT. Review of bridge plans and discussions regarding final design concepts and permissibility, etc. Review concepts with FDOT One meetings with the FDOT Cost estimates for additional items	Senior Project Manager	6	\$180.00	\$1,080.00		
		Senior / Principal Surveyor	0	\$155.00	\$0.00		
		Senior Project Engineer	0	\$150.00	\$0.00		
		Project Engineer	0	\$115.00	\$0.00		
		Project Surveyor	0	\$100.00	\$0.00		
		Contract Administrator	0	\$90.00	\$0.00		
		Clerical / Administrative Assistant	0	\$70.00	\$0.00		
		Senior Project Manager	4	\$180.00	\$720.00		
		Senior Project Manager	4	\$180.00	\$720.00		
Sub-Total				\$2,745.00	\$	200.00	

TASK 6	Final Presentation	Principal	0	\$250.00	\$0.00		
		Project Director	0	\$225.00	\$0.00		
		Senior Project Manager	0	\$180.00	\$0.00		
		Senior / Principal Surveyor	0	\$155.00	\$0.00		
		Senior Project Engineer	0	\$150.00	\$0.00		
		No meeting to present	Project Engineer	0	\$115.00	\$0.00	
			Project Surveyor	0	\$100.00	\$0.00	
			Engineer Intern/CAD Technician	0	\$90.00	\$0.00	
			Contract Administrator	0	\$90.00	\$0.00	
			Clerical / Administrative Assistant	0	\$70.00	\$0.00	
			Sub-Total			\$0.00	
		Total Contract Amount			236	\$7,425.00	\$0
Reimbursable Allowance				500.00			
Total				\$7,925.00			

EXHIBIT C

HOURLY RATES

2GHO	PRINCIPAL	\$235.00
	PROJECT MANAGER	\$195.00
	PRINCIPAL PLANNER/LA	\$195.00
	SR. LANDCAPE ARCH	\$145.00
	LANDSCAPE ARCH	\$110.00
	SR. PLANNER	\$130.00
	PLANNER	\$77.00
	CADD/DRAFTSMAN	\$75.00
	SR. DESIGNER (LA)	\$100.00
	DESIGNER (LA)	\$85.00
	SR. ADMIN. ASSIST.	\$53.00
	ADMIN. ASSIST.	\$37.00
	KA	PRINCIPAL
PROJECT DIRECTOR		\$225.00
SENIOR PROJECT MANAGER		\$180.00
SENIOR/PRINCIPAL SURVEYOR		\$155.00
SENIOR PROJECT ENGINEER		\$150.00
PROJECT ENGINEER		\$115.00
PROJECT SURVEYOR		\$100.00
ENGINEER INTERN/CAD TECHNICIAN		\$90.00
SENIOR CONSTRUCTION PHASE REPRESENTATIVE		\$120.00
CONSTRUCTION PHASE REPRESENTATIVE		\$110.00
SURVEY CREW		\$150.00
UTILITY COORDINATOR/PERMIT LIASION		\$90.00
CONTRACT ADMINISTRATOR		\$90.00
CLERICAL/ADMINISTRATIVE ASSISTANT		\$70.00
PTC		PRINCIPAL
	PROJECT MANAGER	\$168.00



Landscape Architects Planners Environmental Consultants

GENTILE GLAS HOLLOWAY O'MAHONEY & Associates, Inc.

George G. Gentile FASLA
 M. Troy Holloway ASLA
 Emily M. O'Mahoney ASLA
 Todd Burkmaster GIS/AICP

NPB Project 3
Lighthouse Drive

Scope of Work
November 19, 2018
December 4, 2018
December 12, 2018

Scope of Work:

The Parties agree that the Scope of Work that the Consultant shall do for the Client shall be defined as follows:

Lighthouse Drive: Develop conceptual design(s) for Lighthouse Drive in North Palm Beach consistent with the Master Plan Report. Lighthouse Drive is a key neighborhood street that connects the entire Village in an east-west route, including bridging across the North Palm Beach Waterway. Speeding was raised as a concern during the Citizens' Master plan charrette process as well as a desire to improve the design of the road as a unifying corridor through the neighborhoods. A key recommendation of the plan was to evaluate what type of traffic calming elements could be incorporated on Lighthouse Drive. A comprehensive list of traffic calming strategies is listed in the Report and will all be considered in evaluating Lighthouse Drive by the Design Team.

We understand the desire of the Village to study options to beautify this street and add traffic calming features to slow traffic down, enhance pedestrian safety, and engage the public in the prioritization of strategies.

While the bridge is not slated to be replaced in the near future, the Design Team will also explore options available to keep the clearance for boats while providing accessible sidewalks as part of the design concepts for the whole road. Significant challenges to meeting current standards, if possible, include the location of homes on either side which would be affected by accessible grading. The Village will want to evaluate design options (including public engagement), work with regulatory agencies on any exemptions that might be required when replacing the bridge and develop cost estimates early in the process to assist with grant applications.

NOTE: A full survey of the roadway has been just completed.

TASK 1: INVENTORY: The Consultant's Design Team shall:

- A. Establish the Team (including Staff), each one's duties and the communications chain.
 - 1. Assist Staff in establishing the schedule and dates for deliverables.
 - 2. Elicit and Determine Client's goals and budget.
 - 3. Assist Staff in exploring funding and said deadlines.
- B. Inventory the site and surrounding area:
 - 1. Environmental conditions – ecosystems, vegetation,
 - 2. Physical elements – the built environment, drainage, conditions, use by different modals methods,
 - 3. Regulatory criteria affecting the site (local, county, FDOT, drainage, utilities)
- C. Assist Staff in gathering stakeholder input, organized through an interactive web site hosted through the Village's web site (by staff), Next Door, Social Media and via one or all of the following:
 - 1. On-line surveys
 - 2. Paper surveys – weekend handouts
 - 3. (1) Workshop
 - 4. Interviews (1 day)

DELIVERABLES: Two (2) Team meetings
 Stakeholder survey/interviews
 Inventory Reports:

Civil Engineering Report on existing conditions
Traffic Study of existing conditions and volume potential
Due Diligence evaluation of surrounding properties
Report to Village Council

SCHEDULE: TBD Duration approximately 5 weeks

TASK 2: ANALYSIS: The Consultant's Design Team shall prepare appropriate analysis that relates to the streetscape development of the specific site. The Design Team will consult with appropriate agencies having jurisdiction over the project work site. At this time, the Team will explore the performance metrics and determine which metrics are most appropriate to follow through on the project.

DELIVERABLES: Analysis of (if applicable):
User Surveys/Interviews
Vegetative & Visual Resource
Utility
Traffic & Circulation – all modalities
Contextual
Up to three (3) Team Meetings
Up to four (4) Weekly Conference calls
Two (2) updates for the Project Web Site
Village Council Presentation & Report (1)

SCHEDULE: TBD Duration approximately 5 weeks

TASK 3: DESIGN CONCEPTS: The Consultant's Design Team shall prepare a conceptual design options for the project site. The designs or variations on a design shall be developed in plan view, section, elevation and perspective utilizing hand drawn graphics and computer aided graphics to fully convey the design intent of the Design Team at a level understood by the stakeholders. The designs will be evaluated through performance matrixes and cost estimates.

DELIVERABLES: Minimum two different design alternative solutions, rendered and colored
Supporting graphics and sketches to understand the character of proposed design(s)
Development of the criteria for the selected performance metrics
Up to three (3) Team Meetings with Staff & Engineering Department
Up to four (4) Weekly Conference calls
Probable Cost Estimates

SCHEDULE: TBD Duration approximately 7 weeks

TASK 4: STAKEHOLDER FEEDBACK: The Consultant's Design Team shall prepare for and facilitate a public workshop presenting the design ideas developed to date. The Team will elicit feedback and ideas from the stakeholders. The ideas will be reviewed by the full Team to determine the final design idea. Interactive web site feedback will also be elicited for those not able to attend a face to face workshop.

DELIVERABLES: One (1) Public Workshop
One (1) Village Council Presentation
Assist in developing an interactive web-based stakeholder survey/input
Up to two (2) Team Meetings
Up to three (3) Weekly Conference calls

SCHEDULE: TBD Duration approximately 5 weeks to organize

TASK 5: FINAL DESIGN CONCEPT: The Consultant's Design Team shall provide a Final Design Concept for said site based upon the initial design concepts and the feedback from the stakeholders. All graphic material and workshop findings will be reported and posted to the web site. The Final Design Concept will be vetted by the Design Team to provide relative surety that the project design will be able to be permitted and approved to be built by various agencies.

DELIVERABLES: Various Suitable Graphics which may include plans, elevations, sections and perspectives
Probable Cost Estimate Update
Up to three (3) Team Meetings
Up to two (2) Weekly Conference calls

SCHEDULE: TBD Duration approximately 8 weeks

TASK 6: FINAL PRESENTATION: The Consultant's Design Team shall prepare and facilitate a presentation of the Final Design, summarizing the process and the findings. All graphic material and workshop findings will be reported and posted to the web site.

DELIVERABLES: Final Design Submittal
Probable Cost Estimate Update
Associated reports/findings
Representation to & approval of Final Concept by Village Council

SCHEDULE: TBD Duration approximately 2 weeks

TASK 7: ON-GOING AGENCY COORDINATION: The Consultant's Design Team shall continue to be available to assist the Village especially with/for grant funding resources as the traffic calming strategies are designed and permitted through the Village. The Design Team can also assist in agency coordination and monitoring as requested. These services will be done hourly or via separate contract.

DELIVERABLES: TBD

SCHEDULE: TBD

Client: _____

Consultant: _____

NPB Project 3
NPB Lighthouse Drive
Compensation

COMPENSATION

A. Compensation for services rendered by the Consultant Team, **TASK 1 Inventory** shall be a fixed fee of Twenty Thousand Eight Hundred Seventy-One Dollars and Sixty-Eight Cents (\$20,871.68) including reimbursable as below:

FIRM	FEE
2GHO (Land Planning & Landscape Architectural)	\$ 10,574.00
KA (Civil Engineering)	\$ 7,280.00
PTC (Traffic Engineers)	\$ 2,344.00
2GHO Coordination (7%)	\$ 674.00

B. Compensation for services rendered by the Consultant Team, **TASK 2 Analysis** shall be a fixed fee of Twelve Thousand Seventy-Three Dollars and Sixty Cents (\$12,073.60) including reimbursable as below:

FIRM	FEE
2GHO (Land Planning & Landscape Architectural)	\$ 9,634.00
KA (Civil Engineering)	\$ 1,860.00
PTC (Traffic Engineers)	\$ 420.00
2GHO Coordination (7%)	\$ 460.00

C. Compensation for services rendered by the Consultant Team, **TASK 3 Design Concepts** shall be a fixed fee of Twenty Thousand Eight Hundred Seventy-Three Dollars (\$20,873.00) including reimbursable expenses as below:

FIRM	FEE
2GHO (Land Planning & Landscape Architectural)	\$ 10,494.00
KA (Civil Engineering)	\$ 8,860.00
PTC (Traffic Engineers)	\$ 840.00
2GHO Coordination (7%)	\$ 679.00

D. Compensation for services rendered by the Consultant Team, **TASK 4 Stakeholder Feedback** shall be a fixed fee of Eleven Thousand Seven Hundred Nineteen Dollars (\$11,719.00) including reimbursable expenses as below:

FIRM	FEE
2GHO (Land Planning & Landscape Architectural)	\$ 11,719.00
KA (Civil Engineering)	\$ 0
PTC (Traffic Engineers)	\$ 0
2GHO Coordination (7%)	\$ 0

E. Compensation for services rendered by the Consultant Team, **TASK 5 Final Design Concept** shall be a fixed fee of Fifteen Thousand Six Hundred Fifty-Seven Dollars (\$15,657.00) including reimbursable expenses as below:

FIRM	FEE
2GHO (Land Planning & Landscape Architectural)	\$ 8,274.00
KA (Civil Engineering)	\$ 6,900.00
PTC (Traffic Engineers)	\$ 0
2GHO Coordination (7%)	\$ 483.00

F. Compensation for services rendered by the Consultant Team, **TASK 6 Final Presentation** shall be a fixed fee of Eight Thousand Six Hundred Sixteen Dollars and Ninety Cents (\$8,616.90) including reimbursable expenses as below:

FIRM	FEE
2GHO (Land Planning & Landscape Architectural)	\$ 7,258.00
KA (Civil Engineering)	\$ 1,270.00
PTC (Traffic Engineers)	\$ 0
2GHO Coordination (7%)	\$ 88.00

G. Compensation for services rendered by the Consultant Team, **TASK 7 Post Design Coordination** shall be determined as necessary at a future date.

<u>FIRM</u>	<u>FEE</u>
2GHO (Land Planning & Landscape Architectural)	\$ 0
KA (Civil Engineering)	\$ 0
PTC (Traffic Engineers)	\$ 0
2GHO Coordination (7%)	\$ 0

REIMBURSABLE EXPENSES

*All fixed fees include reimbursable expenses which is limited to covering printing, mailing, local mileage and long-distance calls.

Total:

<u>FIRM</u>	<u>FEE</u>
2GHO (Land Planning & Landscape Architectural)	\$ 57,953.00.00
KA (Civil Engineering)	\$ 26,170.00
PTC (Traffic Engineers)	\$ 3,604.00
2GHO Coordination (7%)	\$ 2,984.00 <i>as team</i>
TOTAL	\$80,811.00-

87,727 - OAB team
 Client: _____
 Consultant: _____

EXHIBIT
Hours Summary for Project #3
NPB Lighthouse Drive
2GHO #18-1016

WORK ACTIVITY		POSITION	HOURS	RATE	TOTAL	12.04.18 REIMBURS.	TOTAL		
TASK 1	Inventory	PRINCIPAL	2	\$235.00	\$470.00				
		PROJECT MANAGER	18	\$195.00	\$3,510.00				
		PRINCIPAL PLANNER/LA	0	\$195.00	\$0.00				
		SR. LANDCAPE ARCH	24	\$145.00	\$3,480.00				
		LANDSCAPE ARCH	0	\$110.00	\$0.00				
		SR. PLANNER	0	\$130.00	\$0.00				
		PLANNER	8	\$77.00	\$616.00				
		CADD/DRAFTSMAN	28	\$75.00	\$2,100.00				
		SR. DESIGNER (LA)	0	\$100.00	\$0.00				
		DESIGNER (LA)	0	\$85.00	\$0.00				
		SR. ADMIN. ASSIST.	0	\$53.00	\$0.00				
		ADMIN. ASSIST.	4	\$37.00	\$148.00				
		Sub-Total				\$10,324.00	\$	250.00	\$10,574.00
		TASK 2	Analysis	PRINCIPAL	0	\$235.00	\$0.00		
PROJECT MANAGER	18			\$195.00	\$3,510.00				
PRINCIPAL PLANNER/LA	0			\$195.00	\$0.00				
SR. LANDCAPE ARCH	24			\$145.00	\$3,480.00				
LANDSCAPE ARCH	0			\$110.00	\$0.00				
SR. PLANNER	4			\$130.00	\$520.00				
PLANNER	0			\$77.00	\$0.00				
CADD/DRAFTSMAN	24			\$75.00	\$1,800.00				
SR. DESIGNER (LA)	0			\$100.00	\$0.00				
DESIGNER (LA)	0			\$85.00	\$0.00				
SR. ADMIN. ASSIST.	0			\$53.00	\$0.00				
ADMIN. ASSIST.	2			\$37.00	\$74.00				
Sub-Total						\$9,384.00	\$	250.00	\$9,634.00
TASK 3	Design Concepts			PRINCIPAL	2	\$235.00	\$470.00		
		PROJECT MANAGER	16	\$195.00	\$3,120.00				
		PRINCIPAL PLANNER/LA	0	\$195.00	\$0.00				
		SR. LANDCAPE ARCH	24	\$145.00	\$3,480.00				
		LANDSCAPE ARCH	0	\$110.00	\$0.00				
		SR. PLANNER	0	\$130.00	\$0.00				
		PLANNER	0	\$77.00	\$0.00				
		CADD/DRAFTSMAN	36	\$75.00	\$2,700.00				
		SR. DESIGNER (LA)	0	\$100.00	\$0.00				
		DESIGNER (LA)	0	\$85.00	\$0.00				
		SR. ADMIN. ASSIST.	0	\$53.00	\$0.00				
		ADMIN. ASSIST.	2	\$37.00	\$74.00				
		Sub-Total				\$9,844.00	\$	650.00	\$10,494.00
		TASK 4	Stakeholder Feedback	PRINCIPAL	3	\$235.00	\$705.00		
PROJECT MANAGER	24			\$195.00	\$4,680.00				
PRINCIPAL PLANNER/LA	4			\$195.00	\$780.00				
SR. LANDCAPE ARCH	24			\$145.00	\$3,480.00				
LANDSCAPE ARCH	0			\$110.00	\$0.00				
SR. PLANNER	0			\$130.00	\$0.00				
PLANNER	0			\$77.00	\$0.00				
CADD/DRAFTSMAN	12			\$75.00	\$900.00				
SR. DESIGNER (LA)	0			\$100.00	\$0.00				
DESIGNER (LA)	0			\$85.00	\$0.00				
SR. ADMIN. ASSIST.	0			\$53.00	\$0.00				
ADMIN. ASSIST.	2			\$37.00	\$74.00				
Sub-Total						\$10,619.00	\$	1,100.00	\$11,719.00
TASK 5	Final Design Concept			PRINCIPAL	2	\$235.00	\$470.00		
		PROJECT MANAGER	8	\$195.00	\$1,560.00				
		PRINCIPAL PLANNER/LA	0	\$195.00	\$0.00				
		SR. LANDCAPE ARCH	26	\$145.00	\$3,770.00				
		LANDSCAPE ARCH	0	\$110.00	\$0.00				
		SR. PLANNER	0	\$130.00	\$0.00				
		PLANNER	0	\$77.00	\$0.00				
		CADD/DRAFTSMAN	24	\$75.00	\$1,800.00				
		SR. DESIGNER (LA)	0	\$100.00	\$0.00				
		DESIGNER (LA)	0	\$85.00	\$0.00				
		SR. ADMIN. ASSIST.	0	\$53.00	\$0.00				
		ADMIN. ASSIST.	2	\$37.00	\$74.00				
		Sub-Total				\$7,674.00	\$	600.00	\$8,274.00
		TASK 6	Final Presentation	PRINCIPAL	4	\$235.00	\$940.00		
PROJECT MANAGER	10			\$195.00	\$1,950.00				
PRINCIPAL PLANNER/LA	0			\$195.00	\$0.00				
SR. LANDCAPE ARCH	16			\$145.00	\$2,320.00				
LANDSCAPE ARCH	0			\$110.00	\$0.00				
SR. PLANNER	0			\$130.00	\$0.00				
PLANNER	0			\$77.00	\$0.00				

		CADD/DRAFTSMAN	18	\$75.00	\$1,350.00		
		SR. DESIGNER (LA)	0	\$100.00	\$0.00		
		DESIGNER (LA)	0	\$85.00	\$0.00		
		SR. ADMIN. ASSIST.	0	\$53.00	\$0.00		
		ADMIN. ASSIST.	4	\$37.00	\$148.00		
		Sub-Total			\$6,708.00	\$	550.00 \$7,258.00
TASK 7	Post Construction	PRINCIPAL	0	\$235.00	\$0.00		
		PROJECT MANAGER	0	\$195.00	\$0.00		
		PRINCIPAL PLANNER/LA	0	\$195.00	\$0.00		
		SR. LANDSCAPE ARCH	0	\$145.00	\$0.00		
		LANDSCAPE ARCH	0	\$110.00	\$0.00		
		SR. PLANNER	0	\$130.00	\$0.00		
		PLANNER	0	\$77.00	\$0.00		
		CADD/DRAFTSMAN	0	\$75.00	\$0.00		
		SR. DESIGNER (LA)	0	\$100.00	\$0.00		
		DESIGNER (LA)	0	\$85.00	\$0.00		
		SR. ADMIN. ASSIST.	0	\$53.00	\$0.00		
		ADMIN. ASSIST.	0	\$37.00	\$0.00		
		Sub-Total			\$0.00		\$0.00

Total Contract Amount 419 **\$54,553.00** \$ 3,400.00 #####

Reimbursable Allowance \$3,400.00

Total **57,953.00**

KA 11.15.18 26,170.00

PTC 3,604.00

\$29,774.00

Management 7% ~~\$2,084.00~~ 31,858.00 *EDM*

Total all Consultants **89,811.00**

87,727 EDM

EXHIBIT
Hours Summary for Project #3
NPB Lighthouse Drive
2GHO #18-1014
Subconsultant KA

TASK	WORK ACTIVITY	POSITION	HOURS	RATE	TOTAL	12.04.18	
						REIMBURSABLE	Meetings/Council
TASK 1	Inventory	Principal	0	\$250.00	\$0.00		
		Project Director	4	\$225.00	\$900.00		
	Project orientation and kick off meeting	Senior Project Manager	4	\$180.00	\$720.00		\$0
		Senior / Principal Surveyor	0	\$155.00	\$0.00		
	Regulatory Criteria review	Senior Project Engineer	4	\$150.00	\$600.00		
		Project Engineer	0	\$115.00	\$0.00		
	Research and collaboration	Project Director	8	\$225.00	\$1,800.00		
		Senior Project Manager	16	\$180.00	\$2,880.00		
	Civil Report on opportunities and constraints	Contract Administrator	0	\$90.00	\$0.00		
		Clerical / Administrative Assistant	4	\$70.00	\$280.00		
	Sub-Total			\$7,180.00	\$	100.00	
TASK 2	Analysis	Principal	0	\$250.00	\$0.00		
		Project Director	4	\$225.00	\$900.00		
	General Consulting	Senior Project Manager	4	\$180.00	\$720.00		\$0.00
		Senior / Principal Surveyor	0	\$155.00	\$0.00		
	Project Engineer	Senior Project Engineer	0	\$150.00	\$0.00		
		Project Engineer	0	\$115.00	\$0.00		
	Project Surveyor	Project Surveyor	0	\$100.00	\$0.00		
		Engineer Intern/CAD Technician	0	\$90.00	\$0.00		
	Contract Administrator	Contract Administrator	0	\$90.00	\$0.00		
		Clerical / Administrative Assistant	2	\$70.00	\$140.00		
	Sub-Total			\$1,760.00	\$	100.00	
TASK 3	Design Concepts	Principal	0	\$250.00	\$0.00		
		Project Director	8	\$225.00	\$1,800.00		
	Coordination with owner	Senior Project Manager	16	\$180.00	\$2,880.00		
		Senior / Principal Surveyor	0	\$155.00	\$0.00		
	Consulting design and review of design	Senior Project Engineer	0	\$150.00	\$0.00		
		Project Engineer	8	\$115.00	\$920.00		
	Potential design concepts and permissibility, etc.	Project Surveyor	0	\$100.00	\$0.00		
		Engineer Intern/CAD Technician	0	\$90.00	\$0.00		
	Review concepts with team	Senior Project Manager	4	\$180.00	\$720.00		
		Senior Project Manager	12	\$180.00	\$2,160.00		
	Clerical / Administrative Assistant	4	\$70.00	\$280.00	\$	100.00	
	Sub-Total			\$8,760.00			
TASK 4	Stakeholder Feedback	Principal	0	\$250.00	\$0.00		
		Project Director	0	\$225.00	\$0.00		
		Senior Project Manager	0	\$180.00	\$0.00		
		Senior / Principal Surveyor	0	\$155.00	\$0.00		
		Senior Project Engineer	0	\$150.00	\$0.00		
		Project Engineer	0	\$115.00	\$0.00		
		Project Surveyor	0	\$100.00	\$0.00		
		Engineer Intern/CAD Technician	0	\$90.00	\$0.00		
		Contract Administrator	0	\$90.00	\$0.00		
		Clerical / Administrative Assistant	0	\$70.00	\$0.00		
	Sub-Total			\$0.00			
TASK 5	Final Design Concept	Principal	0	\$250.00	\$0.00		
		Project Director	4	\$225.00	\$900.00		
	Coordination with owner	Senior Project Manager	16	\$180.00	\$2,880.00		
		Senior / Principal Surveyor	0	\$155.00	\$0.00		
	Consulting design and review of design	Senior Project Engineer	0	\$150.00	\$0.00		
		Project Engineer	0	\$115.00	\$0.00		
	Final design concepts and permissibility, etc.	Project Surveyor	0	\$100.00	\$0.00		
		Contract Administrator	0	\$90.00	\$0.00		
	Review concepts with team	Clerical / Administrative Assistant	2	\$70.00	\$140.00		
		Senior Project Manager	4	\$180.00	\$720.00		
One meeting with the owner	Senior Project Manager	12	\$180.00	\$2,160.00			
	Sub-Total			\$6,800.00	\$	100.00	

TASK 6	Final Presentation	Principal	0	\$250.00	\$0.00		
		Project Director	2	\$225.00	\$450.00		
	Cost Estimate "quick"	Senior Project Manager	4	\$180.00	\$720.00		
	review	Senior / Principal Surveyor	0	\$155.00	\$0.00		
		Senior Project Engineer	0	\$150.00	\$0.00		
	No meeting to present	Project Engineer	0	\$115.00	\$0.00		
		Project Surveyor	0	\$100.00	\$0.00		
		Engineer Intern/CAD Technician	0	\$90.00	\$0.00		
		Contract Administrator	0	\$90.00	\$0.00		
		Clerical / Administrative Assistant	0	\$70.00	\$0.00		
		Sub-Total			\$1,170.00	\$	100.00
Total Contract Amount			236		\$25,670.00		
Reimbursable Allowance					500.00	\$	500.00
Total					\$26,170.00		

EXHIBIT C

HOURLY RATES

2GHO	PRINCIPAL	\$235.00
	PROJECT MANAGER	\$195.00
	PRINCIPAL PLANNER/LA	\$195.00
	SR. LANDCAPE ARCH	\$145.00
	LANDSCAPE ARCH	\$110.00
	SR. PLANNER	\$130.00
	PLANNER	\$77.00
	CADD/DRAFTSMAN	\$75.00
	SR. DESIGNER (LA)	\$100.00
	DESIGNER (LA)	\$85.00
	SR. ADMIN. ASSIST.	\$53.00
	ADMIN. ASSIST.	\$37.00
	KA	PRINCIPAL
PROJECT DIRECTOR		\$225.00
SENIOR PROJECT MANAGER		\$180.00
SENIOR/PRINCIPAL SURVEYOR		\$155.00
SENIOR PROJECT ENGINEER		\$150.00
PROJECT ENGINEER		\$115.00
PROJECT SURVEYOR		\$100.00
ENGINEER INTERN/CAD TECHNICIAN		\$90.00
SENIOR CONSTRUCTION PHASE REPRESENTATIVE		\$120.00
CONSTRUCTION PHASE REPRESENTATIVE		\$110.00
SURVEY CREW		\$150.00
UTILITY COORDINATOR/PERMIT LIASION		\$90.00
CONTRACT ADMINISTRATOR		\$90.00
CLERICAL/ADMINISTRATIVE ASSISTANT		\$70.00
PTC	PRINCIPAL	\$210.00
	PROJECT MANAGER	\$168.00

VILLAGE OF NORTH PALM BEACH
Golf Operations via Country Club Department

TO: Honorable Mayor and Council

THRU: Andrew D. Lukasik, Village Manager
Beth Davis, General Manager

FROM: Allan Bowman, Head Golf Professional

DATE: June 13, 2022

SUBJECT: **RESOLUTION – Approving a contract in the amount of \$ 256,207.00 to Sullivan Pump to replace the current Pump Station per the RFP.**

Village Staff is seeking Council consideration and approval for a contract in the amount of \$256,207.00 plus 10% contingency to Sullivan Pump. A Request For Proposal was prepared to meet all Village guidelines and purchasing policies.

A major component to growing grass is water in addition to fertilizer and sunlight. Our pump house serves the water needs of the golf course, tennis operations and landscaping round the clubhouse. The pump house was slated to have repair work in the amount of \$ 80,000 per the FYE 2022 budget (before factoring in inflationary dollars which would most likely increase the work needed to \$ 115,000). After evaluation – only one vendor could provide needed repairs that were budgeted for the equipment and this would be against Village purchasing policies.

Upon further evaluation, the Village spent approximately \$ 36,000 to replace **only** the pumps in 2018. This was a short term solution as the internal workings (valves, skid, motors for pumps and electric panels) were at the end of their life expectancy. The life expectancy for a pump house is approximately 12-15 years and our current pump house was built in 2006). This pump house has exceeded it life expectancy. Furthermore, due to our environment (South Florida), that includes salt air and humidity which makes for a perfect combination for rust to accumulate; the current pumps have produced water (packing on the pumps is inadequate which is allowing water to spray in the pump house) which has aided in the corrosion of the valves and skid (which pumps with motors sit on). Currently due to the perilous situation in the pump house – we are at risk for the skid (hold the pumps in place) to collapse due to rust and age and currently we cannot turn off select valves in fear of snapping the handles due to rust. This year we have already spent \$ 25,000 in repairs to keep the pump house operating and have another repair scheduled shortly (we have not got into the danger time – hot summers when the course needs the most water and the pumps must operate at maximum capacity - to date we also have not had an extended period without rain). In short, if the pump house skids collapse it is most likely that the current pumps and motors would sustain severe damage which would result in no water to the golf course and surrounding areas of clubhouse (including tennis). Repairs would not be able to be completed fast enough (72-96 hours) to prevent the dying of the grass on the golf course, irreparable damage to the tennis courts and landscaping of the clubhouse.

The entire replacement of the pump house was not budgeted in the CIP plan for FYE 2022 however golf operations currently has a large operating surplus (revenue) that can easily absorb the additional dollars in FYE 2022.

Thru June Golf Revenues:

Green Fee / Cart Rentals / Membership has already exceeded annual budget by \$ 307,507.00

Golf Shop Revenues have already exceeded annual budget by \$ 92,264.00

Driving Range income has already exceeded annual budget \$ 21,019.00

Projected Conservative revenue for the remainder of the year for these 3 categories listed above equate to \$ 493,153.00 (noted this forecast is less than last year's actuals \$ 558,793.00). Conservatively revenues for golf operations would exceed budget by \$ 913,943.00. Budget amount for FYE 2022 equated to \$4,235,400. Project total revenue for year-end \$ 5,149,343.00

Expenses for golf operations, golf maintenance and debt service thru first 3 quarters are:

Budgeted amount = 4,019,338

Actual amount = \$ 3,001,627

Thus we are on track for budget as we have spent 75% of budgeted money thru the first 3 quarters of the fiscal year.

Current projections" Projected Revenue – budgeted expenses = net amount of \$1,130,005.00

Per purchasing policy, the staff has obtained 3 bids thru the RFP process for this project:

Quote # 1 Sullivan Pump	\$ 256,207.00
Quote # 2 Hinterland Group	\$ 350,350.00
Quote # 3 FIS	\$ 218,319.00**

** bid reject as did not meet FI statue Chapter 489. The statue indicates that this project is considered a "construction project" thus all agencies bidding on the project must be a licensed contractor.

Account Information:

Fund	Department / Division	Account Number	Account Description	Amount
Country Club	Golf Operations	L8045-66210	Construction and Major Renovation	\$ 256,207.00

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

Recommendation:

Village Staff is seeking Council consideration and approval for a contract in the amount of per Village policies and procedures for a contract in the amount of \$ 256,207.00 plus 10% contingency to Sullivan Pump.

RESOLUTION 2022-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING A BID PROPOSAL FROM SULLIVAN ELECTRIC & PUMP, INC. FOR THE REPLACEMENT OF THE IRRIGATION PUMP STATION AT THE NORTH PALM BEACH COUNTRY CLUB AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff issued a Request for Proposals for the manufacture and installation of Golf Course Irrigation Pump Station at the North Palm Beach Country Club; and

WHEREAS, Village Staff recommended accepting the lowest responsive proposal submitted by Sullivan Electric & Pump, Inc., including the add alternate for a manual transfer switch for the pump house; 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 bid proposal submitted by Sullivan Electric & Pump, Inc. for the manufacture and installation of an irrigation pump station at the North Palm Beach Country Club at a total cost of \$256,207.00, with funds expended from Account No. L8045-66210 (Golf Operations – Construction and Major Renovation). Including contingency, the total project budget shall be \$281,827.70. The Village Council further authorizes the Mayor and Village Clerk to execute a contract relating to such services, a copy of which is attached hereto and incorporated herein.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of the _____ day of _____, 2022, by and between the VILLAGE OF NORTH PALM BEACH, a Florida municipal corporation, hereinafter referred to as the VILLAGE, and SULLIVAN ELECTRIC & PUMP, INC., a Florida corporation, hereinafter referred to as CONTRACTOR, whose Federal Employer I.D. Number is 59-2242421.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that CONTRACTOR shall provide to the VILLAGE all goods and services requested under Request for Proposals for Golf Course Irrigation Pump Station and as further stated in CONTRACTOR's Proposal and pursuant to the terms and conditions of this Contract.

ARTICLE 1. SERVICES OF CONTRACTOR.

A. CONTRACTOR shall provide all goods, services and equipment necessary for manufacture and installation of Golf Course Irrigation Pump Station, as required under the VILLAGE's Request for Proposals and CONTRACTOR's proposal thereto, which are attached hereto and incorporated herein by reference and to that degree of care and skill ordinarily exercised, under similar circumstances, by reputable members of its profession practicing in the same or similar locality at the time the services are provided.

B. The goods and services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract and upon written notice from the VILLAGE to proceed.

ARTICLE 2. TERM OF CONTRACT.

A. The term of the Contract shall commence upon the VILLAGE's issuance of a Notice to Proceed and shall remain in effect until all goods are delivered and all services performed. Delivery and installation shall be coordinated by the VILLAGE and CONTRACTOR, provided, however, that all services shall be complete by **February 28, 2023**.

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

ARTICLE 3. VILLAGE'S REPRESENTATIVE.

Unless otherwise specified by the VILLAGE, the VILLAGE's representative shall be the Public Works Director. 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.

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate CONTRACTOR for the provision of all goods and services set forth in the Request for Proposals and as stated in CONTRACTOR's Proposal (including the add alternate for a manual transfer switch) in an amount not to exceed **Two Hundred Fifty-Six Thousand Two Hundred Seven Dollars and No Cents (\$256,207.00)**.

B. Services undertaken or expenses incurred that exceed the amount set forth in this Contract without prior written authorization from the VILLAGE shall be the sole liability of CONTRACTOR.

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

D. 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 have been provided and services performed and all charges have been invoiced to the VILLAGE. Since this account will thereupon be closed, any and other further charges if not properly included in this final invoice are waived by CONTRACTOR. The VILLAGE will not be liable for any invoice from CONTRACTOR submitted thirty (30) days after the provision of the required goods and services.

E. If the VILLAGE disputes any invoice or part of an invoice, VILLAGE shall notify CONTRACTOR of such dispute within fifteen (15) days of receipt of the invoice. VILLAGE reserves the right to off-set, reduce or withhold any payment to CONTRACTOR in accordance with the terms and conditions of this Contract.

ARTICLE 5. 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 the CONTRACTOR pursuant to this Contract, including, but not limited to, those caused by or arising out of any act, omission, negligence or default of the CONTRACTOR and/or its subcontractors, agents, servants or employees.

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

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

ARTICLE 6. PERSONNEL.

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

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

C. All of CONTRACTOR's personnel (and all sub-contractors) while on VILLAGE premises, will comply with all VILLAGE requirements governing conduct, safety, and security.

ARTICLE 7. TERMINATION.

This Contract may be cancelled by CONTRACTOR 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 CONTRACTOR. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon thirty (30) days written notice to CONTRACTOR. Unless CONTRACTOR is in breach of this Contract, CONTRACTOR shall be paid for services rendered to the VILLAGE's satisfaction through the date of termination.

ARTICLE 8. FEDERAL AND STATE TAX.

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

ARTICLE 9. INSURANCE.

Prior to commencing any Work, CONTRACTOR shall provide certificates evidencing insurance coverage as required in the Proposal Documents. All insurance, other than Worker's Compensation, to be maintained by CONTRACTOR shall specifically include the VILLAGE as an Additional Insured.

ARTICLE 10. SUCCESSORS AND ASSIGNS.

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

ARTICLE 11. GOVERNING LAW, VENUE AND REMEDIES.

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

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

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

connection with this Contract.

ARTICLE 12. INDEPENDENT CONTRACTOR RELATIONSHIP.

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

ARTICLE 13. NONDISCRIMINATION.

CONTRACTOR 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.

ARTICLE 14. ENFORCEMENT COSTS.

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

ARTICLE 15. AUTHORITY TO PROVIDE REQUIRED SERVICES.

CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business and provide the services required under this Contract, and that it will at all times conduct its business and provide the services required under this Contract in a reputable manner. Proof of such licenses and approvals shall be submitted to the VILLAGE's representative upon request.

ARTICLE 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.

ARTICLE 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 CONTRACTOR of the VILLAGE's notification of a contemplated change, CONTRACTOR shall, in writing, provide a detailed estimate for the increase or decrease in cost due to the contemplated change.

B. If the VILLAGE elects to make the change, the VILLAGE shall initiate a Contract Amendment and CONTRACTOR shall not commence work on any such change until such written amendment is signed by CONTRACTOR and approved and executed by the VILLAGE.

ARTICLE 18. PROTECTION OF WORK AND PROPERTY.

A. CONTRACTOR shall continuously maintain adequate protection of all goods and services provided pursuant to this Contract 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, CONTRACTOR shall provide any necessary materials to maintain such protection.

B. CONTRACTOR will also take every necessary precaution to ensure the safety of the VILLAGE, public and other guests and invitees thereof at or near the areas where services are being performed and throughout the completion of such services.

ARTICLE 19. NOTICE.

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

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

and if sent to CONTRACTOR shall be mailed to:

Sullivan Electric & Pump, Inc.
Attn: Gary T. Sullivan, President
1942 8th Avenue North
Lake Worth Beach, FL 33461

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

ARTICLE 20. ENTIRETY OF CONTRACTUAL AGREEMENT.

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.

ARTICLE 21. TERMINOLOGY AND CAPTIONS.

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph

headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 22. 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.

ARTICLE 23. PREPARATION.

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

ARTICLE 24. MATERIALITY.

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

ARTICLE 25. EXHIBITS AND CONTRACT DOCUMENTS.

Each exhibit and document referred to in this Contract forms an essential part of this Contract. The exhibits and other contract documents, if not physically attached, including, but not limited to the Request for Proposals and the CONTRACTOR's Proposal, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 26. LEGAL EFFECT.

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

ARTICLE 27. SURVIVABILITY.

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

ARTICLE 28. DEFAULT.

A. Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for immediate termination:

1. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;
or
2. The filing of a petition by or against CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or

trustee of CONTRACTOR or CONTRACTOR's property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for CONTRACTOR or for CONTRACTOR's property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

3. Due to circumstances within the control of the CONTRACTOR, CONTRACTOR fails to provide the goods and services required pursuant to this Contract on schedule as agreed to by CONTRACTOR in this Contract.

B. CONTRACTOR shall provide written notice to the VILLAGE of the occurrence of any event of default within five (5) days of CONTRACTOR's receipt of notice or knowledge of any such default.

ARTICLE 29. WAIVER OF SUBROGATION.

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

ARTICLE 30. E-VERIFY

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

ARTICLE 31. INSPECTOR GENERAL

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

ARTICLE 32. PUBLIC RECORDS.

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

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

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

ARTICLE 33. REPRESENTATIONS/BINDING AUTHORITY.

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

[Remainder of page intentionally blank – signatures on next page]

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

CONTRACTOR:

SULLIVAN ELECTRIC & PUMP, INC.

BY: _____

Print Name: _____

Title: _____

VILLAGE OF NORTH PALM BEACH

BY: _____

DEBORAH SEARCY
MAYOR

ATTEST:

BY: _____

JESSICA GREEN,
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY: _____

VILLAGE ATTORNEY



1942 8th Ave North Lake Worth, FL 33461
 Florida License #EC0001117
 Voice (561) 588-5886 / (800) 991-2770 Fax (561) 582-9344
 E Mail: Sales@sullivanelectric-pump.com

Quote

Date	Quote #
6/7/2022	23572

Billing Address
North Palm Beach, Village of 645 Prosperity Farms Rd North Palm Beach, FL 33408

Ship Address
North Palm Beach Country Club Irrigation Improvements Pump ST

Quote By	Due Date	P.O. No.
Gary	6/30/2022	

Description	Qty	Total
400 AMP 3 POLE 4 WIRE MANUAL TRANSFER SWITCH MOUNT ON EAST WALL AND CONNECTED TO PUMP HOUSE DISCONNECT AND TO NEW PUMP STATION CONTROL PANEL. TRANSFER SWITCH ADD = \$9,112 COST OF BOND IN BASE BID BOND. THIS IS FOR MANUAL GENERATOR CONNECTION. CAM LOCK CABLE CONNECTIONS CAN BE PROVIDE AT AN ADDITONAL COST OF \$1,194.00.		0.00

Please be advised that all Service Calls are charge for a minimum of two hour minimum and hourly thereafter

Qualifications –
 -Labor to date is not included unless itemized in the quotation above.
 -Concealed or unforeseen needed repairs will be estimated after shop evaluation of the equipment.
 -Repair or replacement of auxiliary equipment such as motor starters, fuses, circuit breakers, control components, valves, check valves, piping is not included unless itemized in the quotation above.
 -Proper access to site without the use of special equipment is assumed unless otherwise itemized in the quotation above.
 Installation will comply with the current approved editions of the National Electric Code and the Florida Building Code with all approved addendum.

Terms --
 -Net 10 days from invoice date. All labor to date is due 20 days from the quote date if quote is not accepted.
 Signature on this agreement constitutes contract between customer and Sullivan Electric & Pump, INC.

Warranty --
 -1 Year on supplied parts, excluding lamps, and conditional upon the manufacturer's acceptance of the warranty claim that the parts failure was a defect in manufacturing and not to improper use, lack of maintenance or improper application not caused by Sullivan Electric & Pump, INC.
 Limited 90 Day warranty on all bearings, mechanical seals and Labor by Sullivan Electric & Pump, INC
 -Warranty excludes consequential and acts of God damage
 -The owner is responsible to properly use & maintain the product used in the installation according to all acceptable standards and practices including but not limited to NFPA publication 70B "Recommended Practice for Electrical Equipment Maintenance," current printed edition, NEMA MG2, current printed edition and manufacturer' d product manuals

Subtotal	\$247,095.00
Sales Tax (0.0%)	\$0.00
Total	\$247,095.00

Signature: _____

Authorized By (Print Name) _____

Date Approved _____

A deposit is required on manufactured or special order products.



1942 8th Ave North Lake Worth, FL 33461
 Florida License #EC0001117
 Voice (561) 588-5886 / (800) 991-2770 Fax (561) 582-9344
 E Mail: Sales@sullivanelectric-pump.com

Quote

Date	Quote #
6/7/2022	23572

Billing Address
North Palm Beach, Village of 645 Prosperity Farms Rd North Palm Beach, FL 33408

Ship Address
North Palm Beach Country Club Irrigation Improvements Pump ST

Quote By	Due Date	P.O. No.
Gary	6/30/2022	

Description	Qty	Total
WATERTRONICS PUMP STATION MODEL # VTVS-1-60-3/5ST-460-3-1800-110	1	219,640.00
POWER ZONE 7 1.2KW 480V TO 240V 1PH W/ PRIMARY AND SEC CB / NO BRANCH CB	1	4,033.00
DEDUCT TO ITEM IF CHOSE TO RE-USE EXISTING POWER ZONE		
JOB MISCEL MATERIALS		1,946.00
FIELD LABOR		
12 Ton Crane Service (2 MAN CREW)	24	4,560.00
Field Service Technician	48	4,560.00
Field Service Technician Assistant	32	2,656.00
Building Permits	1	1,500.00
PERFORMANCE BOND REQUIRED OVER \$200,000.	1	8,200.00
OPTION FOR TRANSFER SWITCH		

Please be advised that all Service Calls are charge for a minimum of two hour minimum and hourly thereafter

Qualifications –
 -Labor to date is not included unless itemized in the quotation above.
 -Concealed or unforeseen needed repairs will be estimated after shop evaluation of the equipment.
 -Repair or replacement of auxiliary equipment such as motor starters, fuses, circuit breakers, control components, valves, check valves, piping is not included unless itemized in the quotation above.
 -Proper access to site without the use of special equipment is assumed unless otherwise itemized in the quotation above.

Installation will comply with the current approved editions of the National Electric Code and the Florida Building Code with all approved addendum.

Terms --
 -Net 10 days from invoice date. All labor to date is due 20 days from the quote date if quote is not accepted.
 Signature on this agreement constitutes contract between customer and Sullivan Electric & Pump, INC.

Warranty –
 -1 Year on supplied parts, excluding lamps, and conditional upon the manufacturer's acceptance of the warranty claim that the parts failure was a defect in manufacturing and not to improper use, lack of maintenance or improper application not caused by Sullivan Electric & Pump, INC.

Limited 90 Day warranty on all bearings, mechanical seals and Labor by Sullivan Electric & Pump, INC

-Warranty excludes consequential and acts of God damage

-The owner is responsible to properly use & maintain the product used in the installation according to all acceptable standards and practices including but not limited to NFPA publication 70B "Recommended Practice for Electrical Equipment Maintenance," current printed edition, NEMA MG2, current printed edition and manufacturer' d product manuals

A deposit is required on manufactured or special order products.



**SULLIVAN ELECTRIC
& PUMP, INC.**

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Florida License #EC0001117

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Quote

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Ship Address
North Palm Beach Country Club Irrigation Improvements Pump ST

Quote By	Due Date	P.O. No.
Gary	6/30/2022	

Description	Qty	Total
<p>- INSTALL NEW 3" FILTRATE FLUSH LINE TO LAKE FROM NEW 10" WYE STRAINER.</p> <p>QUALIFICATIONS: - ELECTRICAL PERMIT AND ENGINEERED ELECTRICAL DRAWINGS ARE INCLUDED IN THIS QUOTATION.</p> <p>DELIVERY AND INSTALLATION APPROXIMATELY 28 TO 32 WEEKS</p> <p>THANK YOU!! QUOTED BY: GARY T. SULLIVAN E.C.</p>		

Please be advised that all Service Calls are charge for a minimum of two hour minimum and hourly thereafter

Qualifications –
 -Labor to date is not included unless itemized in the quotation above.
 -Concealed or unforeseen needed repairs will be estimated after shop evaluation of the equipment.
 -Repair or replacement of auxiliary equipment such as motor starters, fuses, circuit breakers, control components, valves, check valves, piping is not included unless itemized in the quotation above.
 -Proper access to site without the use of special equipment is assumed unless otherwise itemized in the quotation above.
 Installation will comply with the current approved editions of the National Electric Code and the Florida Building Code with all approved addendum.

Terms --
 -Net 10 days from invoice date. All labor to date is due 20 days from the quote date if quote is not accepted.
 Signature on this agreement constitutes contract between customer and Sullivan Electric & Pump, INC.

Warranty --
 -1 Year on supplied parts, excluding lamps, and conditional upon the manufacturer's acceptance of the warranty claim that the parts failure was a defect in manufacturing and not to improper use, lack of maintenance or improper application not caused by Sullivan Electric & Pump, INC.
 Limited 90 Day warranty on all bearings, mechanical seals and Labor by Sullivan Electric & Pump, INC
 -Warranty excludes consequential and acts of God damage
 -The owner is responsible to properly use & maintain the product used in the installation according to all acceptable standards and practices including but not limited to NFPA publication 70B "Recommended Practice for Electrical Equipment Maintenance," current printed edition, NEMA MG2, current printed edition and manufacturer' d product manuals

A deposit is required on manufactured or special order products.



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Quote

Date	Quote #
6/7/2022	23572

Billing Address
North Palm Beach, Village of 645 Prosperity Farms Rd North Palm Beach, FL 33408

Ship Address
North Palm Beach Country Club Irrigation Improvements Pump ST

Quote By	Due Date	P.O. No.
Gary	6/30/2022	

Description	Qty	Total
<p>WE ARE PLEASED TO PRESENT THIS PROPOSAL TO REMOVE EXISTING AND INSTALL NEW GOLF COURSE PUMP STATION WITH PROJECT SCOPE AS FOLLOWINGS:</p> <ul style="list-style-type: none"> - DEMO TORCH CUT EXISTING PUMP STATION AND REMOVE BUILDING AND SITE. - INSTALL NEW WATERTRONIC PUMP STATION, PUMPS AND MOTORS THROUGH EXISTING DOUBLE DOORS AND ROOF HATCH AND CONNECT TO EXISTING DISCHARGE FLANGE INSIDE BUILDING.. - CONNECTION TO EXISTING 300 AMP 480 VOLT 3 PHASE FEEDER FROM EXISTING MAIN DISCONNECT OUTSIDE BUILDING. - VERIFY EXISTING GROUNDING ELECTRODE SYSTEM RESISTANCE AND INSTALLATION. RESISTANCE TO BE AT OR BELOW 10 OHMS - MOUNT NEW 7 1/2 HP POWER ZONE ON EAST WALL AND CONNECT TO EXISTING FEEDER CIRCUIT FEEDING EPS MEDIAN PUMP STATION. ITEM IS QUOTED SEPARATELY FOR RE-USE OF EXISTING POWER ZONE. - MOVE 120 VOLT CIRCUIT LIGHTING, POWER, IRRIGATION CLOCK AND FERTIGATION CIRCUITS TO NEW 7 1/2 KW POWER ZONE IN NEW LOCATION ON EAST WALL . - CONNECT EXISTING FERTIGATION CONTROL PANEL TO NEW PUMP STATION CONTROL PANEL FERTIGATION CONTROL. 		0.00

Please be advised that all Service Calls are charge for a minimum of two hour minimum and hourly thereafter

Qualifications –
 -Labor to date is not included unless itemized in the quotation above.
 -Concealed or unforeseen needed repairs will be estimated after shop evaluation of the equipment.
 -Repair or replacement of auxiliary equipment such as motor starters, fuses, circuit breakers, control components, valves, check valves, piping is not included unless itemized in the quotation above.
 -Proper access to site without the use of special equipment is assumed unless otherwise itemized in the quotation above.
 Installation will comply with the current approved editions of the National Electric Code and the Florida Building Code with all approved addendum.
 Terms --
 -Net 10 days from invoice date. All labor to date is due 20 days from the quote date if quote is not accepted.
 Signature on this agreement constitutes contract between customer and Sullivan Electric & Pump, INC.
 Warranty --
 -1 Year on supplied parts, excluding lamps, and conditional upon the manufacturer's acceptance of the warranty claim that the parts failure was a defect in manufacturing and not to improper use, lack of maintenance or improper application not caused by Sullivan Electric & Pump, INC.
 Limited 90 Day warranty on all bearings, mechanical seals and Labor by Sullivan Electric & Pump, INC
 -Warranty excludes consequential and acts of God damage
 -The owner is responsible to properly use & maintain the product used in the installation according to all acceptable standards and practices including but not limited to NFPA publication 70B "Recommended Practice for Electrical Equipment Maintenance," current printed edition, NEMA MG2, current printed edition and manufacturer' d product manuals

A deposit is required on manufactured or special order products.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/05/2022

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

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

PRODUCER Brown & Brown of Florida, Inc. 1201 W Cypress Creek Rd Suite 130 Fort Lauderdale FL 33309	CONTACT NAME: Amanda Genneken PHONE (A/C, No, Ext): (954) 776-2222 E-MAIL ADDRESS: Amanda.Genneken@bbrown.com	FAX (A/C, No): (954) 776-4446	
	INSURER(S) AFFORDING COVERAGE		
INSURED Sullivan Electric & Pump, Inc. 1942 8th Ave N Lake Worth FL 33461	INSURER A: FFVA Mutual Insurance Co.		NAIC # 10385
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES **CERTIFICATE NUMBER:** 22-23 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	WC84000321512022A	01/01/2022	01/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Sullivan Electric & Pump, Inc #EC-0001117
 Qualifier Name: Gary Sullivan Qualifier License Number: EC-0001117 Qualifier Name: Steve Atkinson Qualifier License Number: EC-13005040 Waiver of subrogation applies in favor of Palm Beach County and Qualifiers, Gary Sullivan and Steve Atkinson with respect to workers compensation. The qualifier is covered under this policy.

CERTIFICATE HOLDER Palm Beach County C/o Contractors Certification 2300 N. Jog Road Suite 2W-61 West Palm Beach FL 33411	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Ron DeSantis, Governor

Halsey Beshears, Secretary



**STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION**

ELECTRICAL CONTRACTORS LICENSING BOARD

THE ELECTRICAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

SULLIVAN, GARY T

SULLIVAN ELECTRIC & PUMP, INC.
1942 8TH AVE N
LAKE WORTH FL 33461

LICENSE NUMBER: EC0001117

EXPIRATION DATE: AUGUST 31, 2022

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Senior Staff, Technicians and Electricians

K.C Lazere - Vice President and General Manager - Journeyman Electrician, Certified Motor Shop Mechanic, Certified Motor Rewind with 25 Years Experience.

Anthony Fawley - Field Operations Manager - Certified Watertronics Tech, Flowtronex Tech, Journeyman Electrician, Certified Welder/Fabricator.

Steve Aktinson - 2nd Qualifier State Certified Electrical Contractor, Journeyman Electrician, Certified Flowtronex Tech, Certified Watertronic's Tech, Certified Amiade Filtration with 31 Years Experience.

Gary Sullivan - State Certified Electrical Contractor, Master Electrician, Certified Watertronixs, Certified Flowtronex, Certified EPS, Certified Pump Technician, Certified Yaskawa VFD, Certified ABB Tech, Allen and Bradly, Siemens and Sq D PLC Programming. 52 Years Experience.

John Weiner - Senior IT and Technical Supervisor, Certified Yaskawa Drive Specialist, Certified Flowtronex Tech, Certified Watertronix Tech, Certified EPS Technician, Allen and Bradley and Sq D PLC programming 28 years experience.

Matthew Wilcox - Senior Motor Rewind and Mechanical Technician - Otterbine Certified.

George Hanscom - Senior Technician, Journeyman Electrician, Certified Pump Technician, Certified Flowtronex Tech., Certified Watertronics Tech, Certified ABB VFD Repair, Certified Yaskawa Repair, Allen and Bradley Programming. 32 Years Experience.

Brian Hetzel - Pump and Motor Technician, Journeyman Electrician, Pump Technician, Certified Flowtronex. 20 Years Experience.

Alex Banchs - Weld and Fabrication Shop Manager- Certified Welder, Pump Technician, Fabrication Specialist 35 Years Experience.

Andy Matthews - Certified Welder, Pump Technician. 10 Years Experience.

Marcos Luna - Journeyman Electrician, Certified Flowtronex Tech 15 years experience.

Guy (Trip) Saunders -Master Electrician, 40 Years Experience, Certified VFD Technician.

Craig Barbare - Senior Technician - Journeyman Electrician, Certified Flowtronex, Certified Watertronics. 12 years experience.

Armando Pomp - Senior Technician- Pump Station Technician - Certified Flowtronex, Certified Watertronexs, Certified Amiade Filtration.

Installation of New EPS Domestic Water Booster Station.

Palm Beach County Water Utilities
13026 Jog Road
Delray Beach, Florida
Mike Rawls - (561) 801-2349
Installation of New EPS Domestic Water Booster Station.

Cemex Corporate Offices
1501 Belvedere Road
West Palm Beach, Florida 33401
Robert Rodriguez - 561-820-8325
Installation of New EPS Domestic Water Booster Station.

Palm Beach Country Sheriffs
Correction Facility
3228 Gun Club Road
West Palm Beach, Florida 33406
New EPS Domestic Water Booster Station.

Equipment Owned by Sullivan Electric and Pump, Inc.

Bucket Truck 34' Working Height
Crane 12 Ton 70 Foot Boom.
Crane 10 ton 60 foot boom.
Two 2 ton Crane 20 foot boom with Welding Capability
Two (2) Welding Service Truck
Mini Excavator.
Thermo Imaging Cameras
Power Quality Analyzers
Surge Analyzers
Underground Cable Tracing Equipment.
Oscilloscopes.
HDPE Welding Equipment to 8".
Balancing Equipment.
Motor and pump alignment Equipment.
Calibrated Flow Calibration and Transient Time Flow Meters.
Pressure and Flow Data Logging
Electrical Ground Testing Analyzers.
Hi Pot Testing Equipment.

Shop Services

Complete Certified Motor Rewind/Re-manufacturing and Pump Repair Facility.
Machine Shop.
Certified Weld and Fabrication Shop.
ETL listing Industrial Electrical Control Panel Shop.
VFD and Industrial Electronic Repair Services. Yaskawa, ABB, Sq D and Weg. We can work on all brands.
Industrial Programmable Logic Controller (PLC) Programming. Sq "D" and Allen & Bradley .



FACT SHEET & REFERENCES Con't.

REFERENCES

Pump Stations and Pump Station Renovations

Jupiter Island Club - Rob Kloska- (772) 402-4258
PGA National Resort & Spa - Jeremiah Lockhart - (229) 869-9159.
Bear Lakes Country Club - Michael Rienze - (561)-686-3772
Wycliff Golf and Country Club - Andrew Fike - (419) 565-4567
Breakers Ocean Course - Mark Reid - (561)-722-1147
Fort Lauderdale City of Parks & Recreation - Marty Zidtowecki - (954)-274-6260
Weston, City of - Andy Matusевич - (954)-385-2600
Boca Raton, City of Parks and Rec- Jose Rivera - (561) 239-1233
Old Palm Golf and Country Club - Lee Bladen - (561) 472-5100
Palm Beach County Parks and Rec Pools - Neil Catapano - (561) 547-9109
Palm Beach County Street Scapes- Carl Bernstien - (561) 684-4100
Palm Beach County Parks & Rec - Ken Johnson (561) 827-0248
Loxahatchee River District - Kevin Skellenger - (561) 747-5709
Palm Beach Country Parks and Rec Golf Courses - Pete Arvanitis - (561)-483-8718
Trump International Golf Club - Andy Kjos - (561)-697-6720
Martin County - Andy Pierson - (772)-221-1425

City of Fort Lauderdale
Sunset Memorial Gardens Cemetery
3201 NW 19th Street
Fort Lauderdale, FL 33311
Michael Barger - 954-828-4117
Two (2) EPS Irrigation Pump Stations

City of Fort Lauderdale
Lauderdale Memorial Park
2001 SW 4th Ave
Fort Lauderdale, FL 33315
Michael Barger - 954-828-4117
Two (2) EPS Irrigation Pump Stations

Palm Beach County Judicial Center
400 North Quadrille Blvd
West Palm Beach, Florida
Andy Gamble - (561)262-9332
Installation of New EPS Domestic Water Booster Station.

Palm Beach County Robert Weisman Governmental Center
301 North Olive Avenue
West Palm Beach, Florida
Andy Gamble - (561)262-9332



1942 8th Ave North, Lake Worth, FL 33461
Florida License #EC0001117
Voice (561) 588-5886 / (800) 991-2770 Fax (561) 582-9344
www.sullivanelectric-pump.com

FACT SHEET & REFERENCES

Legal Name and Address: Sullivan Electric & Pump, Inc
1942 8th Ave. North
Lake Worth, FL 33461
Phone: 561-588-5886
Fax: 561-582-9344
Email: service@sullivanelectric-pump.com
Website: www.sullivanelectric-pump.com

Corporate Information: Incorporated in Florida, December 1982
Federal ID# 59-2242421
Dunn & Bradstreet# 14-481-8069

License Information: State Certified Electrical Contractor Fla Lic. # EC-0001117

Sullivan Electric & Pump, Inc has been successfully servicing the south Florida area and the Caribbean market since 1982. We are specialized in manufacturing, sales, service, and repair of irrigation and domestic water pump stations, electric motors, water pumps and motor controls. We are ETL listed for industrial control panels #73378 and Electrical ASA certified for motor rewind and repair. We are a motor and pump distributor (see attached line card) and certified variable frequency drive specialist. We are state certified licensed electrical contractors and specializing in commercial and industrial installation and service. We have full engineering and design build capabilities in the electrical contracting and water pumping industry.

Corporate Officers: Gary T. Sullivan, C.E.C, President
4040 Gem Lake Drive
Glenn Ridge, FL 33406
561-719-1399

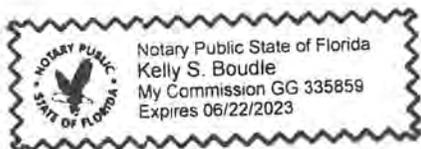
Kenneth C. Lazere Vice President
4970 Coliseum Drive
Lake Worth, Fl 33463
561-719-7089

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 June, 2022 by Gary Sullivan, who is personally known to me or produced _____ as identification




Notary Public
My Commission Expires:

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

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

by GARY T. SULLIVAN PRESIDENT
(print individual's name and title)
for SULLIVAN ELECTRIC AND PUMP, INC.
(print name of entity submitting sworn statement)

whose business address is 1942 8TH AVENUE NORTH LAKE WORTH, FLORIDA 33461

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-2242421

(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.

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.)

TRUE 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.

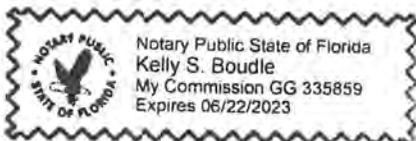
TRUE The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent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

TRUE 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 8th day of June, 2022 by Gary Sullivan, who is personally known to me or produced _____ as identification.



Kelly S. Boudle
Notary Public
My Commission Expires:

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

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

by GARY T. SULLIVAN PRESIDENT

(print individual's name and title)

for SULLIVAN ELECTRIC AND PUMP, INC.

(print name of entity submitting sworn statement)

whose business address is 1942 8TH AVENUE NORTH LAKE WORTH, FLORIDA 33461

and (if applicable) its Federal Employer Identification Number (FEIN) is: 59-2242421

(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.

RFP EXHIBIT "D"
CONFIRMATION OF DRUG-FREE WORKPLACE

In accordance with Section 287.087, Florida Statutes, whenever two (2) or more bids or 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 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 execute this confirmation, the undersigned certifies that SULLIVAN ELECTRIC AND PUMP, INC. complies fully with the above requirements.

	06.08.2022
Authorized Representative's Signature	Date
GARY T. SULLIVAN	PRESIDENT
Print Name:	Position

RFP EXHIBIT "C"
PROPOSAL FORM

In accordance with the terms and conditions stated in the Request for Proposal (RFP) requesting the manufacture and installation of a Golf Course Irrigation Pump Station, the undersigned proposes the following to the Village of North Palm Beach:

SULLIVAN ELECTRIC AND PUMP, INC. (proposer's legal name) certifies that it is licensed to perform the requested services in the State of Florida and Palm Beach County. Applicable License number(s): EC-0001117.

Proposer agrees to provide the required services stated in the RFP for an amount not to exceed the following sum, inclusive of costs of relating to manufacturing, shipping, handling, delivery, offloading, installation and start up:

TWO HUNDRED FORTY SEVEN THOUSAND AND NINETY FIVE DOLLARS AND NO CENTS.
Written Dollar Amount

(\$ 247,095)

AMOUNT INCLUDES PERFORMANCE BOND COST OF \$8,200 PER FL STATUES OVER \$200,000.
SEE ATTACHED ITEMIZATION AND SCOPE OF WORK.



Authorized Representative's Signature

06.08.2022
Date

GARY T. SULLIVAN
Name:

PRESIDENT
Position:

RFP EXHIBIT "C"
PROPOSAL FORM

In accordance with the terms and conditions stated in the Request for Proposal (RFP) requesting the manufacture and installation of a Golf Course Irrigation Pump Station, the undersigned proposes the following to the Village of North Palm Beach:

SULLIVAN ELECTRIC AND PUMP, INC. (proposer's legal name) certifies that it is licensed to perform the requested services in the State of Florida and Palm Beach County. Applicable License number(s): EC-0001117.

Proposer agrees to provide the required services stated in the RFP for an amount not to exceed the following sum, inclusive of costs of relating to manufacturing, shipping, handling, delivery, offloading, installation and start up:

TWO HUNDRED FORTY SEVEN THOUSAND AND NINETY FIVE DOLLARS AND NO CENTS.

Written Dollar Amount

(\$ 247,095)

Add Alternate: Manual Transfer Switch for Pump house

NINE THOUSAND ONE HUNDRED AND TWELVE DOLLARS AND NO CENTS.

Written Dollar Amount - Alternate Only

(\$ 9,112)



Authorized Representative's Signature

06.08.2022

Date

GARY T. SULLIVAN
Name:

PRESIDENT
Position:



**SULLIVAN ELECTRIC
& PUMP, INC.**

1942 8th Ave North, Lake Worth, FL 33461
Florida License #EC0001117
Voice (561) 588-5886 / (800) 991-2770 Fax (561) 582-9344
E Mail gary@sullivanelectric-pump.com

06.08.2022

Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach, Florida 33408

Ref: Golf Course Irrigation Pump Station Proposal

To whom it may concern;

We are please to provide this proposal with bid documents for replacement of the North Palm Beach Country Club Pump Station. We have attached our company information and reference document for your review.

Upon winning this bid we will appoint one of the senior technicians listed on the attached Company information sheet to your project. We will also prepare drawings and apply for an electrical permit for this project and provide a scope with time frame. The project will take three days loosing two nights of water use.

Attached is our insurance information for your review. Please see the COI's for Workman's Comp and Liability with Auto.

One concern we have is delivery schedule of the pump station. The manufacture delivery as of now is 28 to 32 weeks. We will do all in our power to lessen this time frame but supply chain problems have caused delays in manufacturing.

Please find attachments as follows:

- RFP Exhibit B
- RFP Exhibit ADDENDUM #1
- RFP Exhibit C
- RFP Exhibit D
- RFP Exhibit E
- RFP Exhibit F
- SULLIVAN QUOTE #23572
- SULLIVAN FACT AND REFERENCE SHEET
- SULLIVAN ELECTRICAL LICENSE
- SULLIVAN CERTIFICATE OF INSURANCE

Sincerely,
Gary T. Sullivan
President AGMS Holdings
President Sullivan Electric and Pump. Inc.

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

Strategic Result : People and Organizational Performance	Department : Country Club Golf
Project Name : Pumphouse Renovation	Year(s) : 2022
Project Description : Replacement of valves and pump skid to maintain operations and enhance safety for staff/contractors.	
Link to Strategic Plan : The pump house is a critical component of the golf course infrastructure as it provides the irrigation water necessary to maintain the course and landscaping around the course and clubhouse. If the pump house fails (depending on what degree), the ability to get water to the golf course and other areas in the Village is compromised. The operation of this equipment is necessary to address community Quality of Life issues as well as the financial sustainability of the Country Club.	
Need, Justification, Benefits : The pump house needs to be in full working order. The interior is rusted with select valves not working or in danger of failing and the skid, which supports the pumps, in a deteriorated condition and in danger of collapse due to the extent of the corrosion.	
Location & Area Map	
	Project Photo
	
Comments : Two years ago, the pumps were updated but the remainder of the building infrastructure was not repaired/replaced.	

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

Project Name :	Pumphouse Renovation					
Strategic Result :	People and Organizational Performance					
Department :	Country Club Golf					
	2022	2023	2024	2025	2026	Total
Project Budget :						
Land acquisition						\$0
Planning / Design						0
Engineering						0
Construction						0
Equipment	80,000					80,000
Vehicle						0
Other						0
Total Budget	\$80,000	\$0	\$0	\$0	\$0	\$80,000
Funding Sources :						
Club revenues	\$80,000					\$80,000
Grant revenues						0
Debt service						0
Other						0
Total Revenues	\$80,000	\$0	\$0	\$0	\$0	\$80,000
Operating Impact:						
Personnel						\$0
Operating						0
Capital						0
Other						0
Total Operating	\$0	\$0	\$0	\$0	\$0	\$0
Comment(s):	There may be operating efficiencies or avoidance of future costs that result from the improvements, but these impacts are not presently quantifiable and are believed to be marginal.					
Grant Information:	N/A					