



VILLAGE OF NORTH PALM BEACH SPECIAL SESSION AGENDA

VILLAGE HALL COUNCIL CHAMBERS
501 U.S. HIGHWAY 1

THURSDAY, JULY 18, 2024
6:00 PM

Susan Bickel
Mayor

Deborah Searcy
Vice Mayor

Lisa Interlandi
President Pro Tem

Kristin Garrison
Councilmember

Orlando Puyol
Councilmember

Chuck Huff
Village Manager

Leonard G. Rubin
Village Attorney

Jessica Green
Village Clerk

INSTRUCTIONS FOR "WATCH LIVE" MEETING

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

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

ROLL CALL

PLEDGE OF ALLEGIANCE

ADDITIONS, DELETIONS, AND MODIFICATIONS TO THE AGENDA

COUNCIL BUSINESS MATTERS

STATEMENTS FROM THE PUBLIC, PETITIONS AND COMMUNICATIONS

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

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

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

CONSENT AGENDA

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

- 1. RESOLUTION** – Accepting a proposal from All Pro Striping, Inc. for the striping of recently milled and resurfaced roadways at a total cost of \$31,752.49; and authorizing execution of the Contract.
- 2. RESOLUTION** – Accepting a proposal from Atlantic Smart Technologies, Inc. for Audio-Visual upgrades to the Library's Obert Room at a total cost of \$25,665.86; and authorizing execution of the Contract.
- 3. RESOLUTION** – Approving Change Order No. 1 to the Grant Agreement with the Florida Department of Environmental Protection for the Receipt of Grant Funds for preparation of a Vulnerability Assessment; and authorizing execution of the Change Order.
- 4. RESOLUTION** – Approving an increase of \$10,000 in the Blanket Purchase Order issued to Commercial Energy Specialists, Inc. for the purchase of pool chemicals utilized at the Country Club.
- 5.** Receive for file Minutes of the Library Advisory Board meeting held on 5/28/24.
- 6.** Receive for file Minutes of the Golf Advisory Board meeting held 6/10/24.
- 7.** Receive for file Minutes of the Recreation Advisory Board meeting held 6/11/24.

DECLARATION OF EX PARTE COMMUNICATIONS

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

- 8. PUBLIC HEARING AND 2ND READING OF ORDINANCE 2024-09 – CODE AMENDMENT – COUNCIL COMPENSATION** Consider a motion to adopt and enact on second reading Ordinance 2024-09 amending Division 1 "Generally," of Article II, "Council," of Chapter 2, "Administration," of the Village Code or Ordinances by amending Section 2-16, "Compensation," to increase the compensation for the Mayor and members of the Village Council.
- 9. 1ST READING OF ORDINANCE 2024-10 – CODE AMENDMENT – COUNCIL MEETINGS CANCELLATION PROCEDURE AND ADJOURNMENT** Consider a motion to adopt on first reading Ordinance 2024-10 amending Division 1, "Generally," of Article II, "Council," of Chapter 2, "Administration," of the Village Code of Ordinances by amending Section 2-17, "Regular Meetings - When Held," to provide a procedure to cancel Regular Village Council Meetings and amending Section 2-19, "Adjournment of All Meetings," to move up the mandatory adjournment time by one hour.
- 10. 1ST READING OF ORDINANCE 2024-11 – CODE AMENDMENT – PROHIBIT OVERNIGHT PARKING IN SWALES** Consider a motion to adopt on first reading Ordinance 2024-11 amending Article III, "Stopping, Standing, and Parking," of Chapter 18, "Motor Vehicles and Traffic," of the Village Code of Ordinances by amending Section 18-33, "Definitions," and Section 18-34, "Parking Restricted," to regulate overnight parking in swales.
- 11. 1ST READING OF ORDINANCE 2024-12 – CODE AMENDMENT– LIVE ABOARD VESSELS** Consider a motion to adopt Ordinance 2024-12 amending Article I, "In General, of Chapter 5, "Boats, Docks and Waterways," of the Village Code of Ordinances by amending Section 5-1 to adopt the statutory definition for Live Aboard Vessels.

OTHER VILLAGE BUSINESS MATTERS

- 12. RESOLUTION – ESTABLISHING A TENTATIVE MILLAGE RATE FOR FY 2024-2025 AND SETTING THE 1ST PUBLIC HEARING** Consider a motion to adopt a resolution adopting a tentative millage rate of 7.490 mils for Fiscal Year 2025; establishing a date, time, and place for the first reading on the Tentative Budget and Proposed Millage Rate; and authorizing the Village Manager to submit the required forms to the Palm Beach County Property Appraiser.

- 13. MOTION TO DENY OR APPROVE** a final payment in the amount of \$108,745.42 to Ranger Construction Industries, Inc. for the 2024 Milling and Resurfacing of various roadways throughout the Village of North Palm Beach.
- 14. RESOLUTION – AMENDMENT TO CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES FOR CONSTRUCTION OF NEW WATER RECLAMATION BUILDING** Consider a motion to adopt a resolution accepting an Amendment to the continuing Contract for Professional Architectural Services with CPZ Architects, Inc. to accept a proposal for the construction of a new Water Reclamation Building at the North Palm Beach Country Club in the amount of \$169,314.40 and to increase the total compensation for Fiscal Years 2024 and 2025 to \$200,000; and authorizing the Village Manager to execute the Amendment.
- 15. RESOLUTION – SCHOOL CROSSING GUARD SERVICES CONTRACT** Consider a motion to adopt a resolution approving a Contract with Butler Group of South Florida, LLC d/b/a Nextaff to provide School Crossing Guard Services at an estimated cost per school year of \$97,156.80; and authorizing execution of the Contract.
- 16. RESOLUTION – SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT** Consider a motion to adopt a resolution approving a Second Amendment to the Professional Services Agreement with Chen Moore & Associates, Inc. to increase the total amount of compensation for Fiscal Year 2024 to \$125,000; and authorizing execution of the Second Amendment.
- 17. RESOLUTION – CONVERSION OF TRANSPORT VAN TO MOBILE COMMAND CENTER** Consider a motion to approve a resolution accepting a sole source proposal from Emergency Vehicles, Inc. for the conversion of an existing transport van to a Mobile Command Center for use by the Police Department at a total cost of \$67,288; and authorizing execution of the Contract.
- 18. RESOLUTION – ATHLETIC FIELD TURF MAINTENANCE SERVICES AMOUNT INCREASE** Consider a motion to adopt a resolution increasing the amount payable to Haverland AG Innovations for Athletic Field Turf Maintenance Services for the current fiscal year by \$40,000 to a total of \$239,673.
- 19. RESOLUTION – FIRST AMENDMENT TO INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR ACCESS TO COMMON TALK GROUPS** Consider a motion to adopt a resolution approving a First Amendment to the Interlocal Agreement with Palm Beach County for access to Common Talk Groups.
- 20. RESOLUTION – LIBRARY RESTROOMS RENOVATION CONTRACT** Consider a motion to adopt a resolution accepting a proposal from Mueller Construction and Management Company d/b/a Mueller Construction Company for the renovation of the ground floor Library restrooms at a cost not to exceed \$128,348; and authorizing execution of the Contract.

COUNCIL AND ADMINISTRATION MATTERS

MAYOR AND COUNCIL MATTERS/REPORTS

VILLAGE MANAGER MATTERS/REPORTS

- 21. DISCUSSION (TABLED 6/27/24) – Business Advisory Board**

REPORTS (SPECIAL COMMITTEES AND ADVISORY BOARDS)

STATEMENTS FROM THE PUBLIC

ADJOURNMENT

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

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

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

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

TO: Honorable Mayor and Council
THRU: Chuck Huff, Village Manager
FROM: Marc Holloway, Field Operations Manager
DATE: July 18, 2024
SUBJECT: **RESOLUTION – Requesting approval to accept a proposal from All Pro Striping, Inc. for roadway striping of recently milled and resurfaced Village roadways in the amount of \$31,752.49 and authorizing execution of a Contract.**

Village staff has recently completed a major milling and resurfacing project throughout the Village. The final phase of this project is to establish the street striping.

The Village has acquired (3) three quotes for the scope of work required to complete the project:

Vendor	Total
All Pro Striping, Inc.	\$31,752.49
DMI Paving & Sealcoating	\$32,441.00
Fine-Line Striping, Inc.	\$43,132.20

All Pro Striping, Inc. provided the best proposal to complete the project quickly. In accordance with the Village’s purchasing policy, all purchases in excess of \$25,000 and up to \$50,000 shall be brought to Village Council on the Consent Agenda for approval.

Village Staff is recommending approval of this Resolution to continue to improve and maintain Village infrastructure.

Account Information:

Fund	Department	Account Number	Account Description	Amount
Infrastructure Surtax	Public Works/ Streets & Grounds Maintenance	17321-66210	Construction & Major Renovation	\$31,752.49

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

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution accepting the proposal from All Pro Striping, Inc. for the striping of recently milled and resurfaced Village roadways in the amount of \$31,752.49, with funds expended from account number I7321-66210 (Public Works Streets & Grounds – Construction and Major Renovation), and authorizing the Mayor and Village Clerk to execute a Contract for such services in accordance with Village policies and procedures.

RESOLUTION 2024-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING A PROPOSAL FROM ALL PRO STRIPING, INC. FOR THE STRIPING OF RECENTLY MILLED AND RESURFACED ROADWAYS AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village solicited written quotes for the striping of recently milled and resurfaced roadways throughout the Village; and

WHEREAS, Village Staff recommended accepting the lowest cost proposal submitted by All Pro Striping, Inc. to perform the work; 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 accepts the proposal from All Pro Striping, Inc. for roadway striping at a total cost of \$31,752.49, with funds expended from Account No. I7321-66210 (Public Works/Streets & Grounds - Construction & Major Renovation), and authorizes the Mayor and Village Clerk to execute a Contract for such services, a copy of which is attached hereto and incorporated herein.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2024, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter "VILLAGE"), and ALL PRO STRIPING, INC., a Florida corporation, 19715 41st Road North, Loxahatchee, Florida 33470 (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, the VILLAGE solicited written estimates for the striping of recently milled and resurfaced Village roadways ("Work"); and

WHEREAS, the VILLAGE wishes to accept the written estimate 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 Estimate dated June 17, 2024, which is 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 **Thirty-One Thousand Seven Hundred and Fifty-Two Dollars and Forty-Nine Cents (\$31,752.49)**.
- 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. The VILLAGE shall pay CONTRACTOR the deposit referenced in the Estimate. For all remaining payments, 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 \$1,000,000 combined single limit for bodily injury and property damages liability to protect CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles.
- 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 Section 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 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. The Village shall issue any required permits at no cost to CONTRACTOR.

7. Warranty/Guaranty.

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection or as otherwise set forth in the Estimate. Should any Work fail to comply with this warranty during the warranty period, 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 a conflict between this Contract and CONTRACTOR's Estimate, 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.

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

- L. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the VILLAGE may immediately terminate this Contract at its sole option if CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

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

ALL PRO STRIPING, INC.

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

By: _____
SUSAN BICKEL
MAYOR

ATTEST:

BY: _____
JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
VILLAGE ATTORNEY

AFFIDAVIT

1. I am over 18 years of age and otherwise competent to affirm the matters set forth in this Affidavit, which are based on my personal knowledge.
2. I am an officer or authorized representative of **All Pro Striping, Inc.**
3. **All Pro Striping, Inc.** does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Under the penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

By: _____

Print Name:

Title:

Company Logo

Prepared For

Village of North Palm Beach, Attn: John Gibson
 Thermoplastic, Multiple Locations
 North Palm Beach, FL
 (561) 268-7594

ALL PRO STRIPING

Ted Spoltore

17915 41st Road North
 Loxahatchee, FL 33470
 Phone: (561) 215-4993
 Email: ted@allprostriping.com
 Web: www.allprostriping.com &
 www.parkinglotcatalog.com

Estimate # REVISD 1554
 Date 06/17/2024
 Business / Tax # Parkinglotcatalog.com/
 D.B.A. All Pro Striping Inc.

Description	Rate	Quantity	Total
New layout. ZONE 1, Thermoplastic w/reflective glass beads added for night-time visibility.			\$9,176.26
LUMP SUM	\$9,176.26	1	\$9,176.26
15 24inch thermoplastic (stop bars) 166feet of 6inch double yellow thermoplastic (lane dividers) 1400feet of 6inch yellow thermoplastic (lane dividers) 1 combination arrow (directional) 200feet of 12inch thermoplastic (crosswalks) 97 reflective pavement markers installed in bituminous/epoxy (bi-directional, yellow/yellow), (lane dividers) 15 reflective pavement markers installed in bituminous/epoxy (bi-directional, blue/blue), (fire hydrants)			
New layout. ZONE 2, Thermoplastic w/reflective glass beads added for night-time visibility.			\$17,986.73
LUMP SUM	\$17,986.73	1	\$17,986.73
40 24inch thermoplastic (stop bars) 3900feet of 6inch yellow thermoplastic (lane dividers) 600feet of 12inch thermoplastic (crosswalks) 234 reflective pavement markers installed in bituminous/epoxy (bi-directional, yellow/yellow),			

(lane dividers)

25 reflective pavement markers installed in bituminous/epoxy (bi-directional, blue/blue), (fire hydrants)

New layout. ZONE 3, Thermoplastic w/reflective glass beads added for night-time visibility. \$1,644.00

LUMP SUM \$1,644.00 1 \$1,644.00

1 24inch thermoplastic (stop bars)
100feet of 6inch yellow thermoplastic (lane dividers)
100feet of 12inch thermoplastic (crosswalks)
6 reflective pavement markers installed in bituminous/epoxy (bi-directional, yellow/yellow), (lane dividers)

New layout. ZONE 4, Thermoplastic w/reflective glass beads added for night-time visibility. \$1,644.00

LUMP SUM \$1,644.00 1 \$1,644.00

3 24inch thermoplastic (stop bars)
300feet of 6inch yellow thermoplastic (lane dividers)
18 reflective pavement markers installed in bituminous/epoxy (bi-directional, yellow/yellow), (lane dividers)
2 reflective pavement markers installed in bituminous/epoxy (bi-directional, blue/blue), (fire hydrants)

New layout. ZONE 5, Thermoplastic w/reflective glass beads added for night-time visibility. \$1,301.50

LUMP SUM \$1,301.50 1 \$1,301.50

1 24inch thermoplastic (stop bars)
100feet of 6inch yellow thermoplastic (lane dividers)
6 reflective pavement markers installed in bituminous/epoxy (bi-directional, yellow/yellow), (lane dividers)

Subtotal \$31,752.49

Total \$31,752.49

Notes:

(1) ***When take off was done for bidding of this job, sales rep was unaware that this job was not already laid out and temporarily painted meaning All Pro Striping Inc. will be removing temporary tape and laying out complete job before applying permanent thermoplastic striping which is the result of this Revised Estimate. Original estimate did not include the removal of temporary foil back tape, a well as new layout.

50% deposit required

VILLAGE OF NORTH PALM BEACH
 605 PROSPERITY FARMS ROAD
 NORTH PALM BEACH, FLORIDA 33408

PURCHASING QUOTE DOCUMENTATION

Item to be purchased:		Date:
STRIPING RECENTLY MILLED AND RESURFACED ROADWAYS		7/8/2024
		Department:
		PUBLIC WORKS - STREETS & STORMWATER
Quote #	Vendor name, phone # & contact	Quoted Amount
1	ALL PRO STRIPING, INC	\$31,752.49
2	DMI PAVING & SEALCOATING	\$32,441.00
3	FINE-LINE STRIPING, INC	\$43,132.20

Vendor
 Selected: ALL PRO STRIPING, INC

Reason BEST PRICE FOR THE SCOPE OF WORK

Approved: 
 Manager Approval

Approved: 
 Department Head

Note: Attach quotes to this summary sheet



Date: Thursday, May 30, 2024

Project # M24-6268

Submitted To: Mr. John Gibson, Village of North Palm Beach, 645 Prosperity Farms Road, North Palm Beach, FL 33408. Contact Information: Phone: (561) 268-7594, Mobile: jgibson@village-npb.org

Site Description: # S130537, Village of North Palm Beach, 645 Prosperity Farms Road, North Palm Beach, FL 33408

Site Contact: Site Phone:

Prepared By: Jake Pearson. Contact Information: Mobile: 561-512-2062, Office: (305) 836-8678, E-mail: jpearson@driveway.net. Project Manager: Mobile: Email:

Table with 3 columns: Qty, Proposed Service(s) & Description(s), Depth. Row 1: Thermoplastic Striping, \$32,441.00

- 1. Clear away loose dirt and debris.
2. Mechanically apply D.O.T. approved thermoplastic road marking material at a rate of 90 wet mils.
3. Crushed glass will be incorporated with the material to provide retro-reflectivity.
4. Additional crushed glass will be mechanically applied to the melted surface of the material.
5. Thermoplastic yellow and white markings will include: 6" double yellow lineal footage, stop bars, 12" white, 6" white and DOT arrows.
6. Install amber and white reflective pavement markers as existing.
7. Install blue reflective pavement markers as existing next to each fire hydrant.

NOTE- THIS PROPOSAL IS BASED ON EXISTING LAYOUT OF STRIPING. ANY CHANGES MAY INCUR ADDITIONAL CHARGES. THIS PROPOSAL IS BASED ON FIVE MOBILIZATIONS. ADDITIONAL MOBILIZATIONS WILL INCUR A \$950 TRIP CHARGE.

**ANY AREAS THAT ARE INACCESSIBLE ON THE DAY SCHEDULED WILL BE STRIPED ON AN AGREED UPON RETURN TRIP AT AN ADDITIONAL COST TO THE CLIENT

www.driveway.net

MIAMI | 1100 NW 73rd St. Miami, FL | FORT LAUDERDALE | 1829 NW 29th St. A Oakland Park, FL 33311
WEST PALM BEACH | 155 E. Blue Heron Blvd Suite 405, FL 33404 | FORT MYERS | 4262 Edison Ave. Fort Myers, FL 33916
ORLANDO | 677 Fairvilla Rd. Orlando, FL 32808 | TAMPA | 3710 Corporex Park Dr. Suite 212, Tampa, FL 33619



Project# M24-6268

PAYMENT TERMS 30% Down, Balance Net Upon Completion

Project Total **\$32,441.00**

SERVICE TERMS Final Price Subject to Change based on material costs at time of permit issuance as applicable. Project will be scheduled with client ahead of commencement. It is the responsibility of the customer to ensure all irrigation systems are shut off ahead of scheduled work. DMI will not be responsible for damage to existing irrigation systems in areas of construction or repair. DMI will not be responsible for damage to any underground utilities in areas of construction. Landscape restoration is not included.

This proposal may be withdrawn at our option if not accepted within 14 days of May 30, 2024

Certified Pavement Professional Jake Pearson

Accepted Authorized Signature

Print Name

Signature

www.driveway.net

MIAMI | 1100 NW 73rd St. Miami, FL | FORT LAUDERDALE | 1829 NW 29th St. A Oakland Park, FL 33311
WEST PALM BEACH | 155 E. Blue Heron Blvd Suite 405, FL 33404 | FORT MYERS | 4262 Edison Ave. Fort Myers, FL 33916
ORLANDO | 677 Fairvilla Rd. Orlando, FL 32808 | TAMPA | 3710 Corporex Park Dr.
Suite 212, Tampa, FL 33619



TERMS, CONDITIONS & GUARANTEE

Driveway Maintenance Inc.. hereafter referred to as "DMI"

TERMS: Terms are as stated above. If payment is not made in accordance with the above terms, the customer agrees to pay any collection, legal fees and additional costs accrued due to unpaid balances.

Price is based on specifications and estimates as shown on the "Proposal & Agreement" from date of issuance. The cost estimates for this project are based upon current material or supply pricing. Since the market for materials is currently considered volatile, and sudden price increases could occur, DMI reserves the right to increase pricing for the work in the event that DMI directly incurs additional expenses arising out of or related to purchasing, shipping, or otherwise obtaining materials. Pricing is subject to change based on actual costs of materials at time of permit issuance. Pricing adjustments will be agreed upon by customer prior to the commencement of work.

Unless expressly noted within the proposal agreement, DMI makes no claim to the local, state, or federal compliance of any or all ADA elements present within the property boundary.

Additional charges may become necessary if extra materials or extra labor would become necessary to perform or complete this job or if extra services and/or materials are requested in writing by the owner or general contractor by their respective authorized supervisory employees. "DMI" shall not be held liable for damage to surrounding areas of driveway or parking lot due to poor subgrade, moisture, or other unforeseen circumstance. Additional charges will be in accordance with the agreed upon change order which is made part and parcel of these conditions and "Proposal & Agreement". "DMI" reserves the right to refuse additional equipment time, extra materials or extra labor if it would interfere with advanced scheduling with other customers with whom previous commitments had already been extended.

CONDITIONS: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are contracted to do the work as specified and the stated payment terms are acceptable. All material is guaranteed to be as specified. All work is to be completed in a workmanlike manner in accordance to standard construction practices. Any deviation from this proposal or extra work will be executed only upon owner or owners agent orders and may become an extra charge over and above this agreement. All agreements are contingent upon delays beyond our control. Property owner to carry all necessary insurance. We do not guarantee against pavement cracking from weather cycles, reflective cracking, power steering marks or gauges in new asphalt pavement/patches, and water ponding or retention due to preexisting grade conditions. We cannot guarantee drainage or against water ponding on new asphalt. "DMI" shall not be liable for damage to adjoining asphalt, concrete flat work, or curbing, damages to underground utilities in the areas of construction, damages to irrigation within or adjacent to repair areas, damages/modifications to newly completed work due to removal of barricades or trespassing on job site during or after construction activities. Customer shall be responsible for costs of permits, procurement of permit by Contractor, and any additional work required by the permit or site inspections resultant of the permit.

EXCLUSIONS: The following items are excluded unless otherwise stated in the proposal: Engineering, Record Retrieval, Additional Excavation, Staking, Material Testing, Sod or Landscape Restoration, Irrigation Repairs, Manhole/Catch Basin/Gate Valve Adjustments or Repairs unless specified, Vegetation Removal, SAC/WAC Charges, Dewatering.

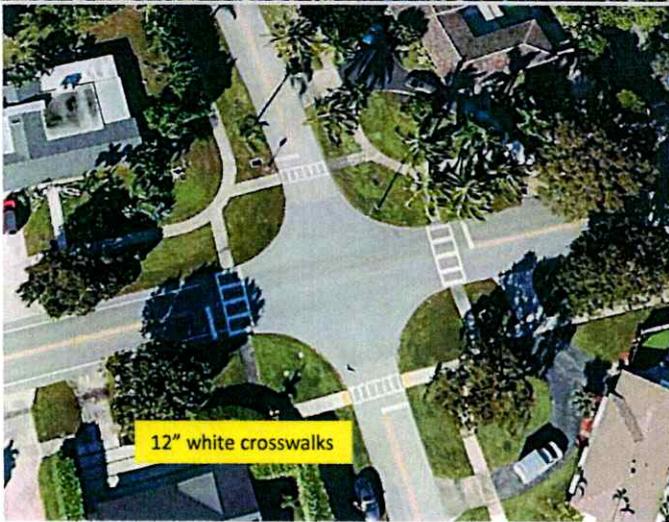
NOTICE OF LIEN: Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.

Customer Initial _____ Date _____

Intersection Examples



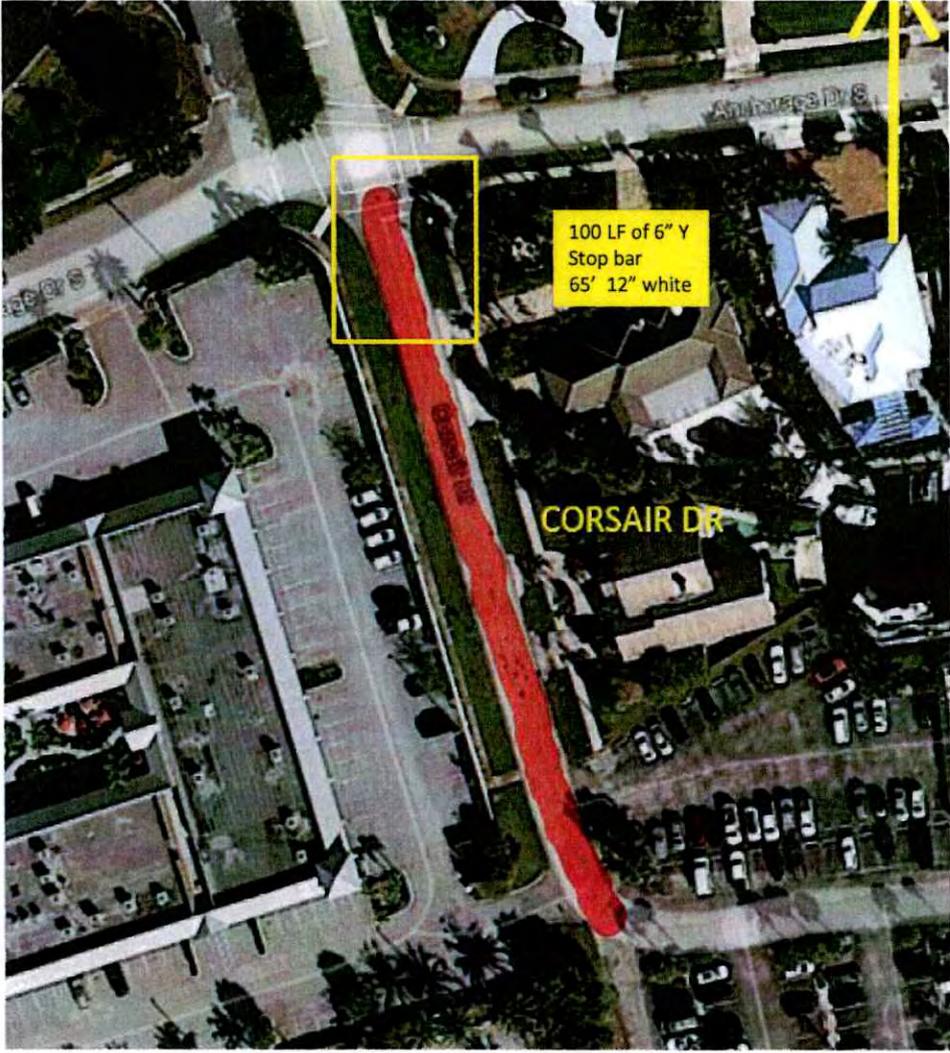
100 LF of 6" yellow
Stop bar
4 RPM's on these sections



12" white crosswalks







100 LF of 6" Y
Stop bar
65' 12" white

CORSAIR DR







Estimate

Date	Estimate No.
4/30/2024	24-153

4915 Georgia Ave
West Palm Beach, FL 33405

COMPETENCY LICENSE CERTIFICATES

PALM BEACH COUNTY # U-21886
BROWARD COUNTY # 13-3F 18676

Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach FL 33408
Attn:

Description	Unit	Project		
		Qty	Rate	Total
Milling & Resurfacing 2024				
Various locations in North Palm Beach - Quoted per Zone maps provided				
ZONE 1 - Temporary Markings				
6" Painted White Line	LF	100	0.50	50.00
6" Painted Double Yellow	LF	1,760	1.00	1,760.00
24" Painted Stop Bar	EA	17	65.00	1,105.00
Painted Large Arrows	EA	2	62.00	124.00
Painted Large Combo Arrows	EA	2	80.00	160.00
Blue RPM @ Fire Hydrant	EA	12	16.00	192.00
ZONE 1 - FINAL THERMO				
6" White Solid Thermoplastic	LF	100	1.15	115.00
6" Double Yellow Solid Thermoplastic	LF	1,760	2.30	4,048.00
24" White Thermoplastic Stop Bar	EA	17	75.00	1,275.00
Thermoplastic Directional Arrow	EA	2	85.00	170.00
Thermoplastic Combination Arrow	EA	2	140.00	280.00
Blue RPM @ Fire Hydrant	EA	12	16.00	192.00
White/Red Reflective Pavement Marker	EA	5	5.50	27.50
Yellow Reflective Pavement Marker	EA	104	5.50	572.00
ZONE 2 - Temporary Markings				
12" White Paint	LF	736	1.30	956.80
6" Painted Double Yellow	LF	4,195	1.00	4,195.00
24" Painted Stop Bar	EA	47	62.00	2,914.00
Blue RPM @ Fire Hydrant	EA	19	16.00	304.00
ZONE 2 - FINAL THERMO				
12" White Solid Thermoplastic	LF	736	2.40	1,766.40
6" Double Yellow Solid Thermoplastic	LF	4,195	2.30	9,648.50
24" White Thermoplastic Stop Bar	EA	47	75.00	3,525.00
Blue RPM @ Fire Hydrant	EA	19	16.00	304.00
Total				

Contract must be executed no later than 3 months from estimate date for quote to be valid.

Phone #	Estimating E-mail	Accounting E-mail
561-586-8115	finlineestimating@yahoo.com	FLS_Accounting@yahoo.com

Rep: EC

Thank you for the opportunity to bid this project



Estimate

4915 Georgia Ave
West Palm Beach, FL 33405

Date	Estimate No.
4/30/2024	24-153

COMPETENCY LICENSE CERTIFICATES

PALM BEACH COUNTY # U-21886
BROWARD COUNTY # 13-3F 18676

Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach FL 33408
Attn:

Description	Unit	Project		
		Qty	Rate	Total
Milling & Resurfacing 2024				
Yellow Reflective Pavement Markers ZONE 3 - TEMP MARKINGS	EA	276	5.50	1,518.00
Paint Mobilization - 1 stop bar - 50' Double Yellow - 64' 12" White	LS	1	850.00	850.00
Blue RPM @ Fire Hydrant ZONE 3 FINAL THERMO	EA	2	16.00	32.00
2-Color Thermoplastic Mobilization - 1 stop bar - 50' Double Yellow - 64' 12" White	LS	1	1,650.00	1,650.00
Blue RPM @ Fire Hydrant	EA	2	16.00	32.00
Yellow Reflective Pavement Marker ZONE 4 TEMPORARY MARKINGS	EA	4	5.50	22.00
Paint Mobilization - 100' Double Yellow - 2 stop bars	LS	1	850.00	850.00
Blue RPM @ Fire Hydrant ZONE 4 FINAL THERMO	EA	2	16.00	32.00
2-Color Thermoplastic Mobilization - 100' Double Yellow - 2 stop bars			1,650.00	1,650.00
Blue RPM @ Fire Hydrant	EA	2	16.00	32.00
Yellow Reflective Pavement Marker ZONE 5 TEMPORARY MARKINGS	EA	8	5.50	44.00
Total				

Contract must be executed no later than 3 months from estimate date for quote to be valid.

Phone #	Estimating E-mail	Accounting E-mail
561-586-8115	finelineestimating@yahoo.com	FLS_Accounting@yahoo.com

Rep: EC

Thank you for the opportunity to bid this project.



Estimate

Date	Estimate No.
4/30/2024	24-153

4915 Georgia Ave
West Palm Beach, FL 33405

COMPETENCY LICENSE CERTIFICATES

PALM BEACH COUNTY # U-21886
BROWARD COUNTY # 13-3F 18676

Village of North Palm Beach
645 Prosperity Farms Road
North Palm Beach FL 33408
Attn:

Description	Project			
	Unit	Qty	Rate	Total
Milling & Resurfacing 2024				
Paint Mobilization	LS	1	850.00	850.00
- 40' 12" White				
- 50' Double Yellow				
- 1 Stop Bar				
Blue RPM @ Fire Hydrant	EA	2	16.00	32.00
ZONE 5 FINAL THERMO				
2-Color Thermoplastic Mobilization	LS	1	1,800.00	1,800.00
- 40' 12" White				
- 50' Double Yellow				
- 1 Stop Bar				
Blue RPM @ Fire Hydrant	EA	2	16.00	32.00
Yellow Reflective Pavement Marker	EA	4	5.50	22.00
Total				\$43,132.20

Contract must be executed no later than 3 months from estimate date for quote to be valid.

Phone #	Estimating E-mail	Accounting E-mail
561-586-8115	finelineestimating@yahoo.com	FLS_Accounting@yahoo.com

Rep: EC

Thank you for the opportunity to bid this project.

VILLAGE OF NORTH PALM BEACH PARKS AND RECREATION

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: July 18, 2024

SUBJECT: **RESOLUTION** – Accepting a proposal from Atlantic Smart Technologies, Inc. for AV upgrades in the Library Obert Room, waiving the purchasing policies and procedures, and authorizing the execution of a Contract.

Village staff is seeking Village Council approval for a proposal from Atlantic Smart Technologies to upgrade the AV equipment in the Library Obert Room. This approval will require a waiver of the Village's purchasing policies and procedures.

Scope of Work:

This project will encompass the following updates:

- **New Speakers:** High-quality speakers will provide clearer and better sound for presentations, events, and movie screenings.
- **Advanced Audio Control:** This system will ensure that the sound is perfectly balanced and easy to manage.
- **Modern Control System:** An updated control system will make it simple to manage all the AV equipment, ensuring smooth and efficient operation.
- **Equipment Rack:** A new rack will keep all the AV gear organized and secure.
- **Surge Protector:** This will protect all the new equipment from power surges, ensuring longevity and reliability.
- **Apple TV and iPad Mini:** These devices will allow for easy streaming of content and provide a modern interface for controlling the AV system.
- **New Projector and Screen:** A top-of-the-line projector and a large, high-quality screen will provide clear visuals for movies, presentations, and more.
- **Improved Wiring:** Updated wiring will ensure all the new equipment works seamlessly together.

Overall, these upgrades will make the Library Obert Room a state-of-the-art space for events, presentations, and community gatherings, offering a significantly enhanced audio-visual experience for all patrons.

Funding:

The Friends of the Library recently received a \$25,000 donation from the Kelsey-Naylor Family Foundation specifically for IT services or AV equipment. Although their donation does not cover the full amount, the Friends of the Library have agreed to cover the entire amount. Council previously approved

a motion on September 14, 2023 giving permission for staff to accept donations in excess of \$25,000 from the Friends of the Library during fiscal year 2024.

Pricing:

Atlantic Smart Technologies, Inc. provided the only proposal. Staff chose to solicit a quote from them because they previously installed the Country Club’s AV system (R2018-91). Using this vendor will ensure consistency across systems and simplify IT management. The proposal requires Council approval since it exceeds \$25,000, and a waiver of the Village’s purchasing policies and procedures because Atlantic Smart Technologies, Inc. provided the only quote.

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

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Library	A7927-33160	Donations Expense	\$25,665.86

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution accepting the proposal from Atlantic Smart Technologies, Inc. for AV upgrades in the Library Obert Room in an amount not to exceed \$25,665.86, with funds expended from Account Number A7927-33160 (Library – Donations Expense); authorizing the Mayor and Village Clerk to execute the Contract for such services; and waiving the Village’s purchasing policies and procedures.

RESOLUTION 2024-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING A PROPOSAL FROM ATLANTIC SMART TECHNOLOGIES, INC. FOR AUDIO-VISUAL UPGRADES TO THE LIBRARY'S OBERT ROOM AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; WAIVING THE PURCHASING POLICIES AND PROCEDURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village solicited a written proposal for audio-visual (AV) upgrades to the Village Library's Obert Room; and

WHEREAS, Village Staff recommended accepting the proposal from Atlantic Smart Technologies, Inc., the vendor previously chosen by the Village to install the AV system at the North Palm Beach Country Club and waiving the Village's purchasing policies and procedures; and

WHEREAS, the Village Council determines that 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 recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby accepts the proposal from Atlantic Smart Technologies, Inc. for AV upgrades to the Village Library's Obert Room at a total cost of \$25,665.86, with funds expended from Account No. A7927-33160 (Library – Donations Expense), and authorizes the Mayor and Village Clerk to execute a Contract for these services, a copy of which is attached hereto and incorporated herein.

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2024, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter "VILLAGE"), and ATLANTIC SMART TECHNOLOGIES, INC., a Florida corporation, 130 Juno Street, Unit No. 1, Jupiter, Florida 33458 (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, the VILLAGE solicited a proposal from CONTRACTOR for audio-visual (AV) upgrades to the Village Library's Obert Room ("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 dated July 1, 2024, which is 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-Five Thousand Six Hundred and Sixty-Five Dollars and Eighty-Sixty Cents (\$25,665.86)**.

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 \$1,000,000 combined single limit for bodily injury and property damages liability to protect CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles.
- 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 Section 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 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. CONTRACTOR shall not be responsible for the payment of permit fees.

7. Warranty/Guaranty.

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, 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 waive 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 a conflict between this Contract and CONTRACTOR's Proposal, 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.

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

- L. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the VILLAGE may immediately terminate this Contract at its sole option if CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

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

ATLANTIC SMART TECHNOLOGIES, INC.

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

By: _____
SUSAN BICKEL
MAYOR

ATTEST:

BY: _____
JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
VILLAGE ATTORNEY

AFFIDAVIT

1. I am over 18 years of age and otherwise competent to affirm the matters set forth in this Affidavit, which are based on my personal knowledge.
2. I am an officer or authorized representative of **Atlantic Smart Technologies, Inc.**
3. **Atlantic Smart Technologies, Inc.** does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Under the penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

By: _____

Print Name:

Title:



Proposal/Order Form

130 Juno Street Unit #1
Jupiter, FL 33458

Date	Audio Video ...
7/1/2024	12015

Customer / Company Name
Village of North Palm Beach 501 US Hwy 1 North Palm Beach, FL 33408

Ship To
Village of North Palm Beach Library 303 Anchorage Drive North Palm Beach, FL 33408

Plan Revision Dat...	Rep	Audio [] Video []	Ship to Address
Due on receipt	BS		

Item	Product & Installation Description	Qty	Item Amount	Total
415.2-Savant & A...	Sonance PS-C83RT Speakers	8	330.00	2,640.00
415.2-Savant & A...	Audio Control CM2-750	1	2,390.00	2,390.00
415.2-Savant & A...	Savant HST-SIPA1 w/ 1 Year Essentials	1	725.00	725.00
415.2-Savant & A...	Savant SSC-0012	1	484.00	484.00
415.2-Savant & A...	18U Rack	1	999.00	999.00
415.2-Savant & A...	Wattbox WB-800-IPVM-6 IP Surge Protector	1	587.16	587.16
415.2-Savant & A...	Apple TV	1	159.00	159.00
415.2-Savant & A...	Apple iPad Mini	1	499.00	499.00
415.2-Savant & A...	LaunchPort Base Station and Sleeve	1	500.00	500.00
415.2-Savant & A...	Sony VPL-XW5000ES	1	4,999.00	4,999.00
415.2-Savant & A...	Chief RPAU Projector Mount and CMS024 Extension	1	399.00	399.00
415.2-Savant & A...	Stewart Filmscreen - 130" 16:9 Cascade Series Screen	1	6,151.70	6,151.70
412- Structured C...	16/4 Plenum Speaker Wire - 1000'	1	775.00	775.00
412- Structured C...	TV Wiring Location (3) Cat6+(1) RG6UQ Plenum	2	199.00	398.00
Installation Charg...	Labor	1	3,960.00	3,960.00

Subtotal		\$25,665.86
Sales Tax (0.00)		\$0.00
Total		\$25,665.86

The above stated work may require an electrical permit to be issued by the Authority Having Jurisdiction. The cost of the permit will be billed separately. Sales tax is not included in this proposal, it will be added when invoiced.

Signature _____



**MINUTES OF THE REGULAR SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
SEPTEMBER 14, 2023**

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

Absent: Mark Mullinix, Councilmember

ROLL CALL

Mayor Norris called the meeting to order at 7:00 p.m. All members of Council were present except Councilmember Mullinix who was out of town. All members of staff were present.

INVOCATION AND PLEDGE OF ALLEGIANCE

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

AWARDS AND RECOGNITION

Mayor Norris presented a proclamation for Arbor Day to Zak Sherman, Director of Leisure Services and to members of the Environmental Committee. Karen Marcus, Environmental Committee Chair, thanked Council for the proclamation.

Mayor Norris presented a proclamation for Diaper Needs Awareness Week to Kimberly Gimson, Co-Founder, Board of Directors of Cotton Bottom Diaper Bank. Ms. Gimson thanked Council for the proclamation.

STATEMENTS FROM THE PUBLIC

Russell Beverstein, 415 U.S. Highway 1, commented on how well the North Palm Beach Country Club was doing and stated that there have been great improvements at the Farmer's Table Restaurant.

STATEMENTS FROM THE PUBLIC *continued*

Chris Ryder, 118 Dory Road, S, expressed his concerns regarding code changes that would relate to the proposed project at the Twin Cities mall site.

John Samadi, 512 Marlin Road, expressed his concerns regarding the Inspector General's Report regarding a contract that the Village entered into with J.W. Cheatham, Inc.

PUBLIC HEARINGS AND QUASI-JUDICIAL MATTERS

PUBLIC HEARING AND FIRST READING OF AD VALOREM TAX MILLAGE RATE ORDINANCE AND BUDGET ORDINANCE

A motion was made by President Pro Tem Aubrey and seconded by Vice Mayor Bickel to adopt on first reading Ordinance 2023-15 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ESTABLISHING AND ADOPTING THE FINAL LEVY OF AD VALOREM TAXES FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

A motion was made by Councilmember Searcy and seconded by President Pro Tem Aubrey to adopt on first reading Ordinance 2023-16 entitled:

AN ORDINANCE OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ADOPTING THE ANNUAL BUDGET OF THE VILLAGE OF NORTH PALM BEACH FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024 AND AUTHORIZING ALLOCATIONS, APPROPRIATIONS AND EXPENDITURES IN ACCORDANCE WITH THE BUDGET AND AS AUTHORIZED BY LAW; APPROVING A COMPREHENSIVE PAY PLAN AND AUTHORIZING THE VILLAGE MANAGER TO MAKE TEMPORARY APPOINTMENTS TO BUDGETED POSITIONS; APPROVING A MASTER FEE SCHEDULE; PROVIDING FOR THE CREATION OF GOVERNMENTAL FUNDS WHEN NECESSARY; PROVIDING FOR THE RECEIPT OF GRANTS OR GIFTS; PROVIDING PROCEDURES FOR BUDGET AMENDMENTS; PROVIDING FOR THE LAPSE OF OUTSTANDING ENCUMBRANCES AND THE RE-APPROPRIATION OF UNEXPENDED APPROPRIATIONS FOR THE PRIOR FISCAL YEAR; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Huff began a presentation on the budget. Mr. Huff reviewed a summary of the General Fund Budget changes, the FY 2024 Combined Budget Summary, and the FY 2024 General Fund Millage and Budget Summary. Mr. Huff explained that at the last Budget Workshop, a rate of \$7.00 mills had been proposed but that Council requested that staff look into lowering the millage rate to \$6.90 and bring back their findings for consideration. Staff's findings concluded that a \$0.10 mil reduction equated to roughly a decrease of \$320,650 in Ad-Valorem Tax Revenue. Mr. Huff explained that the FY 2024 proposed budget would increase by 11.20% which equated to \$4,183,611. Mr. Huff explained that a 2/3 vote was required to pass the millage rate and reviewed the differences between a \$7.00 millage rate versus a \$6.90 millage rate. Mr. Huff stated that the second reading of the millage rate and budget would take place at the next Council meeting on September 28th.

PUBLIC HEARING AND FIRST READING OF AD VALOREM TAX MILLAGE RATE ORDINANCE AND BUDGET ORDINANCE *continued*

Mayor Norris opened the public hearing on the ad valorem tax millage rate and budget.

Chris Ryder, 118 Dory Road S, reviewed and expressed concerns over budget decisions that were made in FY 2021, FY 2022 and FY 2023. Mr. Ryder expressed concerns over the millage rates that were chosen in past fiscal years and the millage rate that was being proposed for FY 2024.

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

Councilmember Searcy stated that she was strongly opposed to lowering the millage rate from 7.0000 mils to 6.9000 mils. Councilmember Searcy stated that the lower millage rate would save taxpayers approximately \$42 per household which would equate to over \$300,000. The \$300,000 that the Village would lose could go to the salaries for two (2) police officers. The Village just had two (2) police officers resign to start employment with the Palm Beach County Sheriff's Office who offered a higher pay rate. Additionally, the approximate \$800,000 in sales tax monies that the Village receives is scheduled to conclude in 2025.

President Pro Tem Aubrey discussed and explained his reasons for supporting the 6.9000 millage rate and stated that it was something to show the residents that the Village recognizes that inflation has caused a burden on finances and the Village is making a small effort to ease the burden.

Vice Mayor Bickel stated that she would like to lower the millage rate but given the fact that it would only equate to approximately \$42 per household per year, she was in support of keeping the millage rate at 7.0000 mils in order to hire additional police officers.

Mayor Norris discussed and explained his reasons for supporting the 6.9000 millage rate. Mayor Norris stated that the Village would be receiving insurance proceeds from the tornado damages that would cover the expense for two additional police officers and the lowered millage rate would be a good effort in helping ease the financial burden of inflation for the Village's residents.

Discussion ensued between Councilmembers regarding keeping the millage rate at 7.0000 mils versus lowering it to 6.9000 mils.

A motion was made by Councilmember Searcy to establish an ad valorem tax millage rate of 7.0000 mils. The motion failed due to lack of a second.

A motion was made by Vice Mayor Bickel and seconded by President Pro Tem Aubrey to establish an ad valorem tax millage rate of 6.9000 mils. Thereafter the motion passed with all present voting aye.

Mayor Norris announced that the rolled back rate was 6.1876 mils, the percentage increase over the rolled back rate was 11.51%, and the millage rate to be levied was 6.9000 mils.

The motion to adopt on first reading Ordinance 2023-15 approving the Ad Valorem Tax Millage Rate passed with all present voting aye.

The motion to adopt on first reading Ordinance 2023-16 approving the Fiscal Year 2023-2024 Annual Budget passed with all present voting aye.

CONSENT AGENDA APPROVED

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

Resolution approving a Tenth Amendment to the Agreement for Grant Services with RMPK Funding, Inc. with a compensation for Fiscal Year 2023 that shall not exceed \$20,000; and authorizing execution of the Tenth Amendment.

Resolution authorizing the submission of an application for State Aid to Libraries Grant Funding; and authorizing execution of the Grant Agreement.

Resolution amending Resolution No. 2022-100 to modify the purchase of police vehicles from Duval Ford to remove the purchase of one Ford Expedition at a cost of \$54,424 and add the purchase of one Ford F-150 Super Crew Hybrid at a cost of \$46,140 resulting in a revised total purchase price of \$245,268; and authorizing the Village Manager to take all actions necessary to effectuate the purchase.

Resolution approving a \$10,000 increase to the Blanket Purchase Order with Tire Soles of Broward, Inc. for a total amount of \$60,000 for the purchase of tires for Village Vehicles in the Public Works Department.

Resolution approving a Fourth Amendment to the Contract with AK Building Services, Inc. for janitorial services to extend the term for three additional months at a total cost not to exceed \$38,497.11; and authorizing execution of the Fourth Amendment.

Resolution approving a proposal from Briggs Golf Construction, Inc. for re-sodding at the North Palm Beach Country Club Golf Course at a total cost of \$22,650; and authorizing execution of the Contract.

Receive for file Minutes of the Planning Commission meeting held 6/6/23.

Receive for file Minutes of the Library Advisory Board meeting held 6/27/23.

Receive for file Minutes of the Golf Advisory Board meeting held 7/10/23.

Receive for file Minutes of the Recreation Advisory Board meeting held 7/11/23.

Receive for file Minutes of the Planning Commission meeting held 7/11/23.

Receive for file Minutes of the Library Advisory Board meeting held 7/25/23.

MOTION – Approving or denying the acceptance of cash donations from the Friends of the Library in excess of \$25,000 for Fiscal Year 2024 and approving or denying the solicitation of donations (sponsorships) for the Anchors Aweigh Fishing Tournament, the Halloween Festival, and Heritage Day.

A motion was made by Vice Mayor Bickel and seconded by Councilmember Searcy to approve the acceptance of cash donations from the Friends of the Library in excess of \$25,000 for Fiscal Year 2024 and approving or denying the solicitation of donations (sponsorships) for the Anchors Aweigh Fishing Tournament, the Halloween Festival, and Heritage Day.

Mr. Sherman explained that the purpose of the motion was to revise the Village's Donation Policy to allow Leisure Services to accept donations without Council approval that are valued at over \$25,000 from specific organizations and events.

Thereafter the motion passed with all present voting aye.

RESOLUTION 2023-75 – MASTER PLANNING CONTRACT

A motion was made by Vice Mayor Bickel and seconded by President Pro Tem Aubrey to adopt Resolution 2023-75 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A CONTRACT WITH TEAM PLAN, INC. TO DEVELOP A MASTER PLAN FOR OSBORNE PARK AND THE COMMUNITY CENTER AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

Director of Leisure Services Zak Sherman discussed and explained that the purpose of the resolution was to approve a contract for design services to develop a Master Plan for Osborne Park. Mr. Sherman explained that staff went through a Request for Qualifications process where three (3) firms submitted their qualification statements. A Selection Committee met and shortlisted all three (3) firms and invited each firm to give a presentation to the Council on August 10th. The Village Council selected Team Plan, Inc. as the top ranked firm and authorized staff to commence competitive negotiations with Team Plan, Inc. and to bring back a contract for Park Master Plan services. The resolution would approve a contract with Team Plan, Inc. at a cost not to exceed \$60,000.

John Samadi, 512 Marlin Road, expressed his concerns regarding Village Council's ranking of the firms.

Thereafter the motion to adopt Resolution 2023-75 passed with all present voting aye.

RESOLUTION 2023-76 – FIREHOUSE KITCHEN AND BATH RENOVATIONS CONTRACT

A motion was made by Councilmember Searcy and seconded by Vice Mayor Bickel to adopt Resolution 2023-76 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA ACCEPTING A PROPOSAL FROM STUART A. FORTUNATO INC. FOR FIREHOUSE KITCHEN AND BATHROOM RENOVATIONS AT THE PUBLIC SAFETY BUILDING AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; APPROVING A BUDGET AMENDMENT TO TRANSFER \$108,180 FROM THE CAPITAL RESERVE ACCOUNT TO THE PUBLIC SAFETY BUILDING – CONSTRUCTION AND MAJOR RENOVATION CAPITAL ACCOUNT TO FUND THE PROJECT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Huff stated that the renovations to the Firehouse kitchens and bathrooms has been in the budget for the past six (6) years. Mr. Huff thanked Fire Chief J.D. Armstrong and Facilities Manager, James Anthony for moving the project forward and getting it done.

Mr. Anthony explained that the Village issued a Request for Proposal. Three (3) proposals were received and based on the Selection Committee's review of the proposals, they chose Stuart A. Fortunato, Inc. to renovate the Firehouse kitchens and bathrooms at a cost not to exceed \$108,180.

Deborah Cross, 2560 Pepperwood Circle S, expressed concerns about what was included in the proposal that was chosen versus the other two (2) proposals that were submitted and wanted to be sure that the same amount of items were being included in all three (3) proposals.

RESOLUTION 2023-76 – FIREHOUSE KITCHEN AND BATH RENOVATIONS CONTRACT
continued

Mr. Anthony explained that all three (3) proposals were similar in the types of items and that the amount of items in each proposal were the same.

Councilmember Searcy requested that someone with an interior design background would make sure that the design layout and items installed were appropriate and functional for a Firehouse.

Thereafter the motion to adopt Resolution 2023-76 passed with all present voting aye.

RESOLUTION 2023-77 – ADOPTING AND CERTIFYING THE NON-AD VALOREM ASSESSMENT ROLL FOR THE STORMWATER MANAGEMENT UTILITY ASSESSMENT

A motion was made by Councilmember Searcy and seconded by Vice Mayor Bickel to adopt Resolution 2023-77 entitled:

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ADOPTING AND CERTIFYING THE NON-AD VALOREM ASSESSMENT ROLL FOR THE STORMWATER MANAGEMENT UTILITY ASSESSMENT FOR PARCELS OF REAL PROPERTY WITHIN THE CORPORATE LIMITS OF THE VILLAGE; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Rubin explained that the purpose of the resolution was to adopt the 2023 non-ad valorem assessment. There were no changes to the amount or methodology. The resolution would adopt and certify the non-ad valorem assessment roll for the Stormwater Management Utility Assessment for improved parcels of real property within the Village.

Chris Ryder, 118 Dory Road S, expressed his concerns with Non-Ad Valorem Assessments and gave a review of what was collected in past years.

Councilmember Searcy stated that the stormwater fees were not fairly charged the first year, but that Council rectified the situation by changing the fees the following year. Councilmember Searcy asked Mr. Holloway to come up and discuss projects that have been accomplished from collecting the stormwater fees.

Marc Holloway, Field Operations Manager stated that several projects were either completed or underway. Mr. Holloway stated approximately 2554 linear square feet of swale repair was completed and approximately 1132 feet of stormwater pipe repair. Mr. Holloway continued by giving a brief overview of other projects that were proposed or underway.

Thereafter the motion to adopt Resolution 2023-76 passed with all present voting aye.

MAYOR AND COUNCIL MATTERS/REPORTS

Councilmember Searcy stated that Council had received an email from a concerned resident regarding the use of radioactive phosphogypsum to pave roadways. This resident was requesting that Council be opposed to using this material on the Village's roadways and to write a letter to the Environmental Protection Agency. Councilmember Searcy stated that she was opposed to the material and asked Council for their thoughts on the matter.

MAYOR AND COUNCIL MATTERS/REPORTS *continued*

Vice Mayor Bickel stated that she had meant to do research on the material but did not have a chance before the meeting.

Councilmember Searcy recommended having the Environmental Committee research the material and bring back a recommendation to Council.

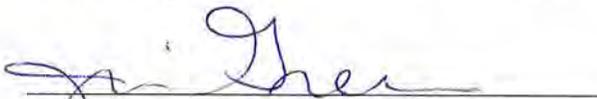
VILLAGE MANAGER MATTERS/REPORTS

Mr. Huff thanked Mr. Samadi for bringing the information regarding the Inspector General's report and findings to their attention. Mr. Huff stated that staff was working on refining the Village's procurement process in order to be more efficient and effective in the contracts and agreements that are brought to Council for consideration. Mr. Huff announced that the Touch a Truck event would be taking place on September 23rd. Mr. Huff introduced Jennifer Cain as the Village's new Human Resource Director and welcomed her to the team.

Mayor Norris welcomed Ms. Cain to the Village's team.

ADJOURNMENT

There being no further business to come before the Council, the meeting was adjourned at 8:01 p.m.



Jessica Green, MMC, Village Clerk

RESOLUTION 2018-91

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING THE PROPOSAL SUBMITTED BY ATLANTIC SMART TECHNOLOGIES, INC. FOR DESIGN/BUILD SERVICES FOR LOW VOLTAGE SYSTEMS AT THE NEW COUNTRY CLUB CLUBHOUSE AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on August 10, 2018, the Village advertised a Request for Proposals for Design/Build Services for Low Voltage Systems at the North Palm Beach Country Club ("RFP"); and

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

WHEREAS, the Village's Evaluation Committee reviewed the proposals in accordance with the criteria set forth in the RFP and based on such evaluation, Village Staff recommended accepting the proposal submitted by Atlantic Smart Technologies, Inc.; and

WHEREAS, the Village Council determines that the adoption of this Resolution 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:

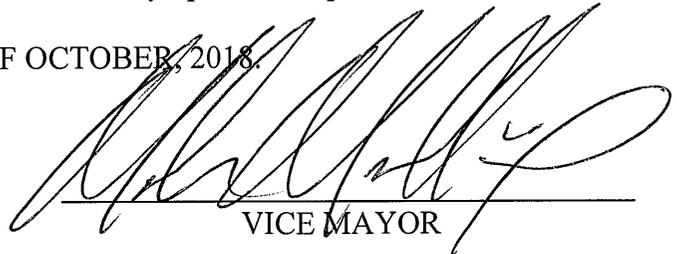
Section 1. The foregoing recitals are ratified as true and incorporated herein.

Section 2. The Village Council accepts the proposal from Atlantic Smart Technologies, Inc. for design/build services for low voltage systems at the new Country Club clubhouse at a cost of \$199,752.25, with funds expended from Account No. K7600-66210 (Country Club Project – Construction and Major Renovation). The Village Council further authorizes the Mayor and Village Clerk to execute a contract for such services, a copy of which is attached hereto and incorporated herein.

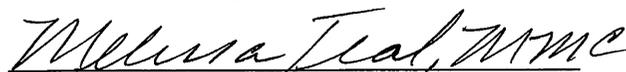
Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 25TH DAY OF OCTOBER, 2018.

(Village Seal)


VICE MAYOR

ATTEST:


VILLAGE CLERK

CONTRACT

This Contract is made as of the 25th day of OCTOBER, 2018, 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 ATLANTIC SMART TECHNOLOGIES, INC., a Florida corporation, hereinafter referred to as the VENDOR, whose Federal I.D. is 20-1523617.

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

SECTION 1: SCOPE OF SERVICES OF THE VENDOR.

The Scope of Work for Design/Build Services for Low Voltage Systems for new Country Club is in accordance with the RFP document.

SECTION 2: TERM OF CONTRACT.

A. This Contract shall remain in effect until the low voltage systems identified in the RFP are completed, accepted, paid by the VILLAGE and the bidder's warranty period has ended. Any variation to the terms and conditions set forth herein shall be in writing and signed by both parties.

B. The CONTRACTOR shall not be considered in default by reason of any failure in performance of the Work if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; unreasonable utility provider delays, unreasonable permitting delays and abnormally severe and unusual weather conditions.

C. Upon the CONTRACTOR's request, the VILLAGE shall consider the facts and extent of any failure to perform the Work and, if the CONTRACTOR's failure to perform was without it or its subcontractor's fault or negligence, the Contract schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the VILLAGE's rights to change, terminate, or stop any or all of the work at any time.

SECTION 3: VILLAGE'S REPRESENTATIVE.

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

SECTION 4: COMPENSATION AND METHOD OF PAYMENT.

A. The VILLAGE agrees to compensate the VENDOR for Design/Build Services for Low Voltage Systems for the New Country Club and for which Purchase Orders are issued in accordance with VENDOR's proposal. The total amount of compensation shall not exceed **One Hundred Ninety-Nine Thousand Seven Hundred and Fifty-Two Dollars and**

Twenty-Five Cents (\$199,752.25).

B. CONTRACTOR shall submit an invoice(s) to the VILLAGE for said compensation on the date and time mutually agreed upon by the VILLAGE and CONTRACTOR. All invoice(s) received from CONTRACTOR pursuant to this Contract will be reviewed and approved by the VILLAGE's representative, indicating that goods and services have been provided and rendered in conformity with the Contract and 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.

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

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

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

F. If the VILLAGE fails to make any payment due the CONTRACTOR for the Work under this Contract within forty-five (45) days after the CONTRACTOR's transmittal of its invoice to the VILLAGE, the CONTRACTOR may, after giving notice to the VILLAGE, suspend the Work under this Contract until it has been paid in full all amounts due.

G. 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.

SECTION 5: INDEMNIFICATION.

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

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

C. Nothing contained in this Contract shall create a contractual relationship with or a cause

of action in favor of a third party against either the VILLAGE or VENDOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the waiver provided in § 768.28, Florida Statutes.

SECTION 6: PERSONNEL.

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

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

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

SECTION 7: TERMINATION.

This Contract may be cancelled by the VENDOR upon thirty (30) days prior written notice to the VILLAGE's representative in the event of substantial failure by the VILLAGE to perform in accordance with the terms of this Contract through no fault of the VENDOR. It may also be terminated, in whole or in part, by the VILLAGE without cause upon thirty (30) days written notice to the VENDOR. The VILLAGE may also terminate this Contract with written notice of cause to the VENDOR, who fails to cure such cause within ten (10) days of the receipt of the VILLAGE's notice. Unless the VENDOR is in breach of this Contract, the VENDOR shall be paid for services rendered to the VILLAGE's satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, the VENDOR shall:

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

SECTION 8: FEDERAL AND STATE TAX.

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

SECTION 9: INSURANCE.

A. Prior to commencing any work, the VENDOR shall provide certificates evidencing insurance coverage as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly

indicate that the VENDOR has obtained insurance of the type, amount, and classification as required for strict compliance with this Section and that no material change or cancellation of the insurance shall be effective without thirty (30) days' prior written notice to the VILLAGE's representative. Failure to comply with the foregoing requirements shall not relieve the VENDOR of its liability and obligations under this Contract.

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

C. The VENDOR shall maintain, during the life of this Contract, Professional Liability/Error & Omission Insurance/3rd Party Crime Coverage to include money & securities, forgery or alteration and employee dishonesty in the minimum amount of \$1,000,000 per occurrence.

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

SECTION 10: SUCCESSORS AND ASSIGNS.

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

SECTION 11: GOVERNING LAW, VENUE AND REMEDIES.

This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 12: INDEPENDENT CONTRACTOR.

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

SECTION 13: ACCESS AND AUDITS.

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

SECTION 14: NONDISCRIMINATION.

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

SECTION 15: ENFORCEMENT COSTS.

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

SECTION 16: AUTHORITY TO PRACTICE.

The 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 Work under this Contract, and that it will at all times conduct its business and provide the Work under this Contract in a reputable manner. Proof of such licenses and approvals shall be submitted to the VILLAGE's representative upon request.

SECTION 17: SEVERABILITY.

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

SECTION 18: MODIFICATIONS OF WORK.

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

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

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

SECTION 19: PROTECTION OF WORK AND PROPERTY.

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

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

SECTION 20: WARRANTY/GUARANTY.

VENDOR warrants that its goods and services under this Contract will be free of defects in materials and workmanship for a period of one year or longer in accordance with Manufacturer's Warranty following the provision of said goods and services.

SECTION 21: COMPLIANCE WITH LAWS.

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

SECTION 22: NOTICE. All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the VILLAGE shall be mailed to:

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

and if sent to the VENDOR shall be mailed to:

**Atlantic Smart Technologies, Inc.
130 Juno Street #1
Jupiter, FL 33458**

SECTION 23: ENTIRETY OF CONTRACTUAL AGREEMENT.

The VILLAGE and the VENDOR agree that this Contract sets forth the entire agreement between

the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto. In the event of a conflict between this Contract and the VILLAGE's Request for Proposal and the VENDOR's proposal, this Contract shall take precedence with the VILLAGE's Request for Proposal taking precedence over the VENDOR's proposal. All such documents shall be read in a manner so as to avoid a conflict.

SECTION 24: WAIVER.

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

SECTION 25: PREPARATION.

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

SECTION 26: SURVIVABILITY.

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

SECTION 27: WAIVER OF SUBROGATION.

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

B. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should VENDOR enter into such an agreement on a pre-loss basis.

SECTION 28: INSPECTOR GENERAL.

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

SECTION 29: INVOICING AND PAYMENT.

Payment for any and all invoice(s) minimally meet the following conditions to be considered as a valid payment request:

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

Village of North Palm Beach
501 US Highway One
North Palm Beach, Florida 33408
ATTN: Accounts Payable

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

SECTION 30: ADDITIONAL SERVICES.

If additional services are needed, the VENDOR may, at the option of the VILLAGE, be engaged to perform these services under the terms of the Contract.

SECTION 31: PUBLIC RECORDS.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR’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, VENDOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, VENDOR shall:

1. Keep and maintain public records required by the VILLAGE to perform the service.
2. Upon request from the VILLAGE’s custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the VENDOR does not transfer the records to the VILLAGE.

4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of VENDOR or keep and maintain public records required by the VILLAGE to perform the services. If VENDOR transfers all public records to the VILLAGE upon completion of the Contract, VENDOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If VENDOR keeps and maintains public records upon completion of the Contract, VENDOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

SECTION 32: PROHIBITION AGAINST CONTINGENT FEES.

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

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

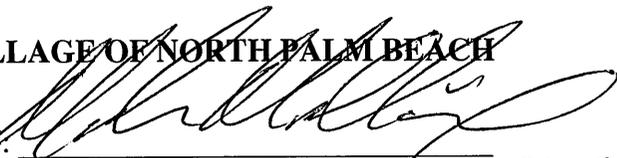
VENDOR

By:  _____

Print Name: Matthew Clark

Title: VP: Sales

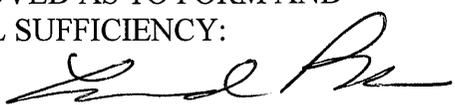
VILLAGE OF NORTH PALM BEACH

BY:  _____
~~DAVID B. MORRIS, MAYOR~~ MARK MULLINIX, VICE MAYOR

ATTEST:

BY:  _____
MELISSA TEAL, VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

BY:  _____
VILLAGE ATTORNEY

KELSEY-NAYLOR FAMILY FOUNDATION

March 6, 2024

Friends of the North Palm Beach Library
Attn: Zakariya Sherman
Director of Leisure Services
Village of North Palm Beach
603 Anchorage Drive
North Palm Beach, FL 33408

Dear Mr. Sherman ,

Enclosed is the Foundation's grant check in the amount of \$25,000. This grant is made to the following conditions:

(1) Your organization is currently either:

(i) recognized by the Internal Revenue Service as a 501(c)(3) tax-exempt entity that is not a private foundation because it is described in section 509(a)(1) or (2) of the Internal Revenue Code of 1986, as amended (the "Code"), and this grant will not result in your organization's reclassification as a private foundation, or

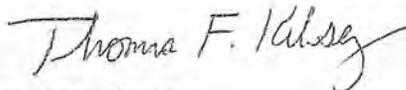
(ii) a domestic government unit or an agency or instrumentality thereof.

(2) Your organization agrees to use the grant exclusively for charitable purposes within the meaning of Code sections 501(c)(3) and 170(c)(2)(B), specifically for library needs, such as: AV equipment, computer laptops, furniture, IT services, and other identified enhancements.

(3) In the event any of the conditions of this grant are not met, your organization agrees to return or refund this grant to the Foundation.

Please have your authorized officer or agent sign and date the enclosed copy of this letter and return it to me in the enclosed, self-addressed envelope.

Sincerely,



Thomas F. Kelsey
Trustee/Treasurer

2 Huntley Rd. Old Lyme, CT 06371
(860) 598-4300

I, PATRICIA SULLIVAN, an authorized officer or agent of Friends of the North Palm Beach Library hereby acknowledge and accept, in the name and on behalf of Friends of the North Palm Beach Library, the conditions of this grant.

Friends of the North Palm Beach Library

By: Patricia Sullivan, Treasurer

Date: 3/13/24

VILLAGE OF NORTH PALM BEACH
DONATION ACCEPTANCE FORM

Name of donor: Friends of the North Palm Beach Library

Address of donor: 303 Anchorage Dr., NPB, FL 33408

Telephone No. 561-818-7593 E-mail: cag2820@gmail.com

Description of donation: Check for Library AV equipment upgrades.

Donor estimate of current value: \$25,665.86

Potential immediate or initial acquisition or installation cost, any on-going maintenance or replacement cost:

\$25,665.86 for Library AV equipment upgrades to Obert room.

Intended use: Upgrades for Obert room.

Conditions of acceptance or donor designation: Upgrades for Obert room.

Village Department receiving the donation: Leisure Services

APPROVED/DISAPPROVED (as applicable):

7/3/2024
Date

Zakariya Sherman
Department Head Signature

Date

Village Manager Signature

Date submitted to Council

Date approved by Council

Date

Mayor Signature

Copies to:

Finance Department
Village Clerk
Donor

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

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

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

DATE: July 18, 2024

SUBJECT: **RESOLUTION – Approval of Change Order No. 1 to the Grant Agreement with FDEP for preparation of Comprehensive Vulnerability Assessment.**

Background:

Through the adoption of Resolution No. 2024-38 on May 9, 2024, the Village executed a Grant Agreement with the Florida Department of Environmental Protection (“FDEP”) to accept funding for development of a Vulnerability Assessment (“VA”) to evaluate potential risks and enhance community resilience for our community, as it will systematically evaluate the vulnerabilities of our stormwater management systems.

The original VA tasks were set to commence on July 1, 2023. However, the Village is still in the process of procuring an engineering consultant to perform the assessment.

To account for the on-going procurement process, which is expected to be complete by the end of August 2024, the Village requested an extension from FDEP that would allow task start dates to begin at a later time, while remaining in compliance with the agreement. FDEP agreed to this extension request in the form of Change Order 1, which requires Village execution for the extension to be approved.

The execution of the Change Order has no fiscal impact.

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving Change Order No. 1 to the Grant Agreement with the Florida Department of Environmental Protection for the development of a Comprehensive Vulnerability Assessment and authorizing the Mayor and Village Clerk to execute the Change Order in accordance with Village policies and procedures.

RESOLUTION 2024-___

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING CHANGE ORDER NO. 1 TO THE GRANT AGREEMENT WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR THE RECEIPT OF GRANT FUNDS FOR PREPARATION OF A VULNERABILITY ASSESSMENT AND AUTHORIZING EXECUTION OF THE CHANGE ORDER; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2024-38 on May 9, 2024, the Village Council approved a Grant Agreement with the Florida Department of Environmental Protection (“FDEP”) to accept funding for the development of a comprehensive Vulnerability Assessment pursuant to Section 380.093, Florida Statutes; and

WHEREAS, at the Village’s request, FDEP has prepared Change Order No. 1 to the Agreement to extend the deadlines for completion of the Assessment; and

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

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

Section 1. The foregoing “whereas” clauses are hereby adopted and incorporated herein.

Section 2. The Village Council hereby approves Change Order No. 1 to the Grant Agreement with the State of Florida Department of Environmental Protection for the receipt of grant funds for the development of a comprehensive Vulnerability Assessment, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor to execute the Change Order on behalf of the Village.

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CHANGE ORDER No. 1
DEP AGREEMENT No. 24PLN29
VILLAGE OF NORTH PALM BEACH COMPREHENSIVE VULNERABILITY ASSESSMENT

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

This agreement, between the Department of Environmental Protection (DEPARTMENT) and Village of North Palm Beach (GRANTEE), entered into on May 24, 2024, is hereby revised as follows:

WHEREAS, the GRANTEE has requested a change in task timelines within the Agreement period;

WHEREAS, the GRANTEE has requested an update to the Grant Work Plan;

NOW THEREFORE, the DEPARTMENT and the GRANTEE hereby agree as follows:

1. Attachment 3, Grant Work Plan is hereby deleted in its entirety and replaced with Attachment 3-A, Revised Grant Work Plan, attached hereto and made a part of the Agreement. All references in the Agreement to Attachment 3 shall hereinafter refer to Attachment 3-A, Revised Grant Work Plan.
2. All other terms and conditions of the Agreement remain in effect.

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IN WITNESS WHEREOF, the parties have caused these presents to be duly executed, the day and year, last written below.

VILLAGE OF NORTH PALM BEACH

FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Susan Bickel, Mayor

By: _____
Hanna Tillotson, Program Administrator

Print Name and Title

Print Name and Title

Date: _____

Date: _____

FEID No. 59-6017984

If someone other than the mayor signs this Agreement, a resolution, statement, or other documentation authorizing that person to sign the Agreement on behalf of the Village must accompany the Agreement.

List of Attachments/Exhibits included as part of this Agreement:

<u>Specify Type</u>	<u>Letter/ Number</u>	<u>Description (include number of pages)</u>
Attachment	3-A	Revised Grant Work Plan (5 pages)

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
REVISED GRANT WORK PLAN
AGREEMENT NO. 24PLN29**

ATTACHMENT 3-A

PROJECT TITLE: Village of North Palm Beach Comprehensive Vulnerability Assessment

PROJECT LOCATION: The Project is located in the Village of North Palm Beach within Palm Beach County, Florida.

PROJECT DESCRIPTION:

The Village of North Palm Beach (Grantee) will complete the Village of North Palm Beach Comprehensive Vulnerability Assessment Project (Project) to include a comprehensive Vulnerability Assessment (VA) pursuant to Section 380.093, Florida Statutes (F.S.).

TASKS AND DELIVERABLES:

Task 1: Identify Vulnerability Assessment Data Standards

Description: The Grantee will identify the data standards, to include the sea level rise scenarios and planning horizons, needed to perform the VA based on the requirements as defined in Section 380.093, F.S. The data standards must be pursuant to the requirements that are defined in s. 380.093, F.S., as of the date of beginning data collection efforts.

Deliverables: Prior to conducting the work for the Project, the Grantee will provide the following:

- **1.1:** The proposed data standards (sea level rise scenarios and planning horizons) to be used in the VA. **This is a no cost deliverable.**

Task 2: Kick Off Meeting

Description: The Grantee will develop an overall project management plan and address initial actions and then conduct a kick-off meeting for the project. Meeting attendees will discuss the project scope, project goals, schedule, key milestones, and deliverables in order to develop a consistent project approach.

Deliverables: The Grantee will provide the following:

- **2.1:** Meeting agenda to include location, date, and time of meeting;
- **2.2:** Meeting sign-in sheets or attendance records with attendee names and affiliation;
- **2.3:** A copy of the presentation(s) and any materials created for distribution at the meeting, as applicable; and
- **2.4:** Kick-off meeting minutes, which documents all decisions and agreed upon outcomes of the meeting.

Task 3: Acquire Background Data

Description: The Grantee will research and compile the data needed to perform the VA based on the requirements as defined in Section 380.093, F.S. Three main categories of data are required to perform a VA: 1) critical and regionally significant asset inventory, 2) topographic data, and 3) flood scenario-related data. GIS metadata should incorporate a layer for each of the four asset classes as defined in paragraphs 380.093(2)(a)1-4, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program's GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata. Sea

level rise projection data shall include the 2017 National Oceanic and Atmospheric Administration (NOAA) intermediate-high and intermediate-low projections (or the projection(s) required by Section 380.093, F.S.) for 2040 and 2070 (or the planning horizons selected in consultation with the Department in the “Identify Vulnerability Assessment Data Standards” task) at a minimum. Other projections can be used at the Grantees discretion so long as additional scenarios do not require additional funds. Storm surge data used must be equal to or exceed the 100-year return period (1% annual chance) flood event. In the process of researching background data, the Grantee shall identify data gaps, where missing data or low-quality information may limit the VA’s extent or reduce the accuracy of the results. The Grantee shall rectify any gaps of necessary data.

Deliverables: The Grantee will provide the following:

- **3.1:** A technical report to outline the data compiled and findings of the gap analysis;
- **3.2:** A summary report to include recommendations to address the identified data gaps and actions taken to rectify them, if applicable; and
- **3.3:** GIS files with appropriate metadata of the data compiled, to include locations of critical assets owned or maintained by the Grantee as well as regionally significant assets that are classified and as defined in paragraphs 380.093(2)(a)1-4, F.S.

Task 4: Exposure Analysis

Description: The Grantee will perform an exposure analysis to identify the depth of water caused by each sea level rise, storm surge, and/or flood scenario. The water surface depths (i.e. flood scenarios) used to evaluate assets shall include the following data: tidal flooding, current and future storm surge flooding, rainfall-induced flooding, and compound flooding, all as applicable, as well as the scenarios and standards used for the exposure analysis shall be pursuant to s. 380.093, F.S. GIS files and associated metadata must adhere to the Resilient Florida Program’s GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **4.1:** A draft VA report that provides details on the modeling process, type of models utilized, and resulting tables and maps illustrating flood depths for each flood scenario; and
- **4.2:** GIS files with results of the exposure analysis for each flood scenario as well as the appropriate metadata that identifies the methods used to create the flood layers.

Task 5: Sensitivity Analysis

Description: The Grantee will perform the sensitivity analysis to measure the impact of flooding on assets and to apply the data from the exposure analysis to the inventory of critical assets created in the Acquire Background Data Task. The sensitivity analysis should include an evaluation of the impact of flood severity on each asset class and at each flood scenario and assign a risk level based on percentages of land area inundated and number of critical assets affected.

Deliverables: The Grantee will provide the following:

- **5.1:** An updated draft VA report that provides details on the findings of the exposure analysis and the sensitivity analysis, and includes visual presentation of the data via maps and tables, based on the statutorily-required scenarios and standards; and
- **5.2:** An initial list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset.

Task 6: Identify Focus Areas

Description: The Grantee will identify focus areas following the guidelines in Chapter 2 of the Florida Adaptation Planning Guidebook. Based on the exposure and sensitivity analyses, the Grantee may assign focus areas to locations or assets that are particularly vulnerable and require the development of adaptation strategies. GIS files and associated metadata must adhere to the Resilient Florida Program’s GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **6.1:** A report summarizing the areas identified as focus areas, with justification for choosing each area;
- **6.2:** Tables listing each focus area with any critical assets that are contained inside the focus area;
- **6.3:** Maps illustrating the location of each focus area compared to the location of all critical assets within the geographic extent of the study; and
- **6.4:** GIS files and associated metadata illustrating geographic boundaries of the identified focus areas.

Task 7: Final Vulnerability Assessment Report, Maps, and Tables

Description: The Grantee will finalize the VA report pursuant to the requirements in s. 380.093, F.S. The final VA must include all results from the exposure and sensitivity analyses, as well as a summary of identified risks and assigned focus areas. It should contain a list of critical and regionally significant assets that are impacted by flooding and sea-level rise, specifying for each asset the flood scenario(s) impacting the asset. GIS files and associated metadata must adhere to the Resilient Florida Program’s GIS Data Standards (Exhibit I), and raw data sources shall be defined within the associated metadata.

Deliverables: The Grantee will provide the following:

- **7.1:** Final VA Report that provides details on the results and conclusions, including illustrations via maps and tables, based on the statutorily-required scenarios and standards in s. 380.093, F.S.;
- **7.2:** A final list of critical and regionally significant assets that are impacted by flooding. The list of critical and regionally significant assets must be prioritized by area or immediate need and must identify which flood scenario(s) impacts each asset;
- **7.3:** All electronic mapping data used to illustrate flooding and sea level rise impacts identified in the VA, to include the geospatial data in an electronic file format and GIS metadata; and
- **7.4** A signed Vulnerability Assessment Compliance Checklist Certification.

Task 8: Public Presentation

Description: The Grantee will present the final VA results to local governing boards, technical committees, or other appropriate officers and elected officials. The purpose of the presentation is to share the findings from the final VA and provide recommendations of actions for adaptation strategies and future project funding. The presentation will also inform the public of the results and the future risk of sea level rise and increased flooding and encourage community participation when identifying mitigation strategies to address the flooding vulnerabilities. The Grantee will prepare all social media notifications, meeting invitations, meeting materials, presentations, and graphics utilized during the meeting, as applicable.

Deliverables: The Grantee will provide the following:

- **8.1:** Meeting agendas to include location, date, and time of meeting;

- **8.2:** Meeting sign-in sheets with attendee names and affiliation (i.e. local stakeholder, resident, steering committee member, local government staff);
- **8.3:** A copy of the presentation(s) and any materials created in preparation of or for distribution at the meeting (i.e. social media posts, public announcements, graphics), as applicable;
- **8.4:** A copy of the file or weblink of the video or audio recording from the meeting, if applicable; and
- **8.5:** A summary report including attendee input and meeting outcomes.

PERFORMANCE MEASURES: The Grantee will submit all deliverables for each task to the Department’s Grant Manager on or before the Task Due Date listed in the Project Timeline. The deliverables for each task must be submitted in chronological order, with the exception of the “Conduct Steering Committee Meetings” and “Peril of Flood Compliance” tasks, if included. Grantees must have received a Deliverable Acceptance Letter from the Department’s Grant Manager prior to submitting any subsequent deliverables. The Department’s Grant Manager will review the deliverable(s) to verify that they meet the specifications in the Grant Work Plan and the task description, to include any work being performed by any subcontractor(s), and will provide written acceptance or denial of the deliverable(s) to the Grantee within thirty (30) calendar days. Tasks may include multiple deliverables to be completed. The Department will accept partial and full deliverables. Incomplete deliverables will not be accepted. A “partial deliverable” is defined as a deliverable consisting of one (1) or more (but not all) subcomponents listed in the deliverable list for a single task, where such subcomponent(s) are delivered to the Department at one hundred percent (100%) completion. A “full deliverable” is defined as a deliverable comprising all subcomponents listed in the deliverable list for a single task, all delivered to the Department at one hundred percent (100%) completion. An “incomplete deliverable” is defined as a deliverable for which one hundred percent (100%) completion has not been achieved for any of the subcomponents listed in the deliverable list for a single task. A task is considered one hundred percent (100%) complete upon the Department’s receipt and approval of all deliverable(s) listed within the task and the Department’s approval provided by the Deliverable Acceptance Letter.

CONSEQUENCES FOR NON-PERFORMANCE: For each task deliverable not received by the Department at one hundred percent (100%) completion and by the specified due date listed in the Agreement’s most recent Project Timeline, the Department will reduce the relevant Task Funding Amount(s) paid to Grantee in proportion to the percentage of the deliverable(s) not fully completed and/or submitted to the Department in a timely manner.

PAYMENT REQUEST SCHEDULE: Following the Grantee’s full or partial completion of a task’s deliverable(s) and acceptance by the Department’s Grant Manager, the Grantee may submit a payment request for cost reimbursement using the Exhibit C, Payment Request Summary Form. All payment requests must be accompanied by the Deliverable Acceptance Letter; the Exhibit A, Progress Report Form, detailing all progress made in the invoice period; and supporting fiscal documentation including match, if applicable. Interim payments will not be accepted. Payment requests will not be accepted until all required Exhibit A, Progress Report Forms, have been submitted to the Department’s Grant Manager for all reporting periods dating back to the Agreement Begin Date. Upon the Department’s receipt of the aforementioned documents and supporting fiscal documentation, the Department’s Grant Manager will have ten (10) working days to review and approve or deny the payment request.

PROJECT TIMELINE AND BUDGET DETAIL: The tasks must be completed by, and all deliverables received by, the corresponding task due date listed in the table below. Cost-reimbursable grant funding must not exceed the budget amounts indicated below. Requests for any change(s) must be submitted prior to the current task due date listed in the Project Timeline. Requests are to be sent via email to the Department’s Grant Manager, with the details of the request and the reason for the request made clear.

Task No.	Task Title	Budget Category	DEP Amount	Match Amount	Total Amount	Task Start Date	Task Due Date
1	Identify Vulnerability Assessment Data Standards	No-Cost Deliverable	\$0	\$0	\$0	7/1/2023	Prior to Initiating Task 2
2	Kick Off Meeting	Contractual Services	\$4,400	\$0	\$4,400	7/1/2023	9/30/2024
3	Acquire Background Data	Contractual Services	\$9,900	\$0	\$9,900	7/1/2023	3/1/2025
4	Exposure Analysis	Contractual Services	\$10,000	\$0	\$10,000	7/1/2023	3/1/2025
5	Sensitivity Analysis	Contractual Services	\$10,000	\$0	\$10,000	7/1/2023	3/1/2025
6	Identify Focus Areas	Contractual Services	\$8,950	\$0	\$8,950	7/1/2023	3/31/2026
7	Final Vulnerability Assessment Report, Maps, and Tables	Contractual Services	\$8,000	\$0	\$8,000	7/1/2023	3/31/2026
8	Public Presentation	Contractual Services	\$8,000	\$0	\$8,000	7/1/2023	3/31/2026
Total:			\$59,250	\$0	\$59,250		

**VILLAGE OF NORTH PALM BEACH
COUNTRY CLUB**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Beth Davis, Country Club General Manager

DATE: July 18, 2024

SUBJECT: **RESOLUTION** – Approval of a blanket purchase order increase for the purchase of pool chemicals and supplies from Commercial Energy Specialists Inc. by \$10,000 to a not to exceed amount of \$35,000

The Country Club is requesting to increase the blanket purchase order for swimming pool chemicals from Commercial Energy Specialists Inc. (“CES”) by \$10,000 to a total of \$35,000 for Fiscal Year 2024.

Recently installed Pulsar Chlorinators at the swimming pool and splash pad help maintain the appropriate chlorine levels required by the Department of Health. This system chlorinates, removes organics and metals, and boosts hardness and shock treatments all in one simple process to provide better water quality and cleanliness. With the age and size of the pool, increased participation, and higher-than-normal temperatures, maintaining these optimal levels has increased chlorine consumption and cost.

Village Staff believes that increasing the CES blanket purchase order for chemicals by \$10,000, to a total not to exceed \$35,000 is in the best interests of the Village and that the Village is obtaining the chemicals at a fair price.

Account Information:

Fund	Department	Account Number	Account Description	Amount
Enterprise	Pool	L8051-35260	Chemicals	35,000.00

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

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving a \$10,000 increase to the blanket purchase order issued to Commercial Energy Specialists, Inc. for the purchase of chemicals at a total cost not to exceed \$35,000.00, with funds expended from Account No. L8051-35260 (Pool – Chemicals), in accordance with Village policies and procedures.

RESOLUTION 2024-___

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING AN INCREASE IN THE BLANKET PURCHASE ORDER ISSUED TO COMMERCIAL ENERGY SPECIALISTS INC. FOR THE PURCHASE OF POOL CHEMICALS UTILIZED AT THE COUNTRY CLUB; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village’s purchasing policies and procedures authorize the use of blanket purchase orders for materials purchased over a certain period of time not to exceed a single fiscal year; and

WHEREAS, Village Staff is recommending approval of an increase of \$10,000 (for a total of \$35,000) to the blanket purchase order with Commercial Energy Specialists Inc. for the purchase of pool chemicals for use at the North Palm Beach Country Club pool; and

WHEREAS, the Village Council determines that the adoption of this Resolution, including the waiver of any conflicting purchasing policies and procedures, is in the best interests of the Village and its residents.

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

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

Section 2. The Village Council hereby approves an increase of \$10,000 to the Fiscal Year 2024 blanket purchase order with Commercial Energy Specialists Inc. for the purchase of pool chemicals for a total amount not to exceed \$35,000, with funds expended from Account No. L8051-35260 (Pool – Chemicals).

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

VILLAGE OF NORTH PALM BEACH LIBRARY ADVISORY BOARD MEETING MINUTES

DATE: May 28, 2024

CALL TO ORDER: The meeting was called to order at 7:02 PM by Chair Bonnie Jenkins.

ROLL CALL: Present at the meeting were:

- Bonnie Jenkins, Chair
- Phyllis Wisner, Member
- Carolyn Kost, Member
- Tina Chippas, Member
- Brad Avakian, Secretary
- Christine Delguzzi, Vice-Chair
- Stephanie Digangi, Member
- Julie Morell, Library Manager
- Lisa Interlandi, Council Member President Pro-Tem

APPROVAL OF MINUTES: Christine Delguzzi moved to approve the minutes with the correction that she was not present at the last meeting. The motion was seconded by Tina Chippas and was approved unanimously.

MANAGER'S REPORT - Julie Morell:

Facilities:

- Front automatic doors were repaired on May 22 after being out of service for almost two weeks. Atlantic Smart provided a quote for updating the technology in the Obert Room.

Staffing:

- Carly Campos from New York has accepted the librarian position and will start in July.

Children's Programming:

- Weekly Storytimes, Junior League Collaboration, Children's Arts and Crafts, and the new Stay n' Play Program were highlighted.
- Summer Reading Program starts June 10th, offering themed bags, reading logs, special presentations, family movie screenings, and craft sessions.

Teen Programming:

- Teen volunteers will assist with the summer reading program.

Adult Programming:

- Regular programs such as Knit and Crochet, Book Club, and various workshops were mentioned, along with the pause of the Great Courses Series for summer.

Friends of the Library:

- A Mother's Day raffle basket raised over \$200 for the library.

NEW BUSINESS:

- None.

OLD BUSINESS:

- None.

MEMBER COMMENTS:

- Member Stephanie Digangi expressed her excitement about joining the board and shared that she and her three sons have been frequent visitors to the library for years.

STAFF COMMENTS:

- None.

ADJOURNMENT: The meeting was adjourned at 7:15 PM.

NEXT ADVISORY BOARD MEETING: June 25th at 7:00 PM in the Council Chambers at Village Hall.

VILLAGE OF NORTH PALM BEACH
GOLF ADVISORY BOARD
Minutes of June 10, 2024

I. CALL TO ORDER

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

II. ROLL CALL

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

III. APPROVAL OF MEETING MINUTES

Minutes of the May 13, 2024, GAB Meeting were approved 7-0.

IV. ADMINISTRATIVE REPORTS

Golf Report.

Allan Bowman, Director of Golf, delivered his report.

We have entered into a new contract for maintenance with Brightview. The company will be bringing some new, additional equipment to the golf course. One goal for the upcoming year will be to have better distinction between tee boxes, fairways, and rough.

Aeration will begin next week on the 17th. We will utilize smaller holes, ½ inch versus 5/8 inch, so the course will recover more quickly. Subsequently, the next phase of pond bank stabilization will commence. The course will be closed Monday through Thursday and open for members only on Friday.

We will plan for dry jet aeration in August and September, a process which heals more quickly and will promote strength of the grass for the winter season. Course closure dates will be announced.

Financial Report.

May was a very good month for golf revenue. Merchandise sales in the pro shop have been strong as well. The driving range continues to do very well. When Allan arrived as Director of Golf, the range did about \$300,000 in revenue per year. It is on pace to do \$550,000 this year. We are in the process of replacing the mats that have been worn out.

Allan observed that we probably reduced our rates too early this year. The goal was to promote more rounds as the winter season ended. We succeeded in having more rounds, too many additional rounds.

Rates for golf will increase by \$5 next year.

The golf course had 224 rounds played this past Saturday.

Report from Beth Davis.

The RFP for the restaurant was published. Interested parties can pick up the bid package and tour the facility on June 17th. Bids must be in by July 8th. A committee will evaluate the bids and two bidders will be submitted to Village Council. We hope to have a contract with the new operator of the restaurant by late August.

IV. DISCUSSION TOPICS

V. ADJOURNMENT

The meeting was adjourned at 6:23 p.m.

The next meeting will be July 8, 2024.

Minutes by Curtis L. Witters, Secretary.

**Village of North Palm Beach
Recreation Advisory Board Meeting
MINUTES
June 11, 2024 at 7:00 pm
Council Chambers**

- 1) **Call to Order:** Chair Heiman at 7 p.m.
- 2) **Roll Call:** Stephen Heiman, Jennifer Gold Dumas, Mia St John, Ashley Knieriemen, Rita Budnyk, and Zak Sherman. There was no council member representative in attendance.

Belinda Morrell present in audience as well as one Rec Board candidate.

- 2) **Approval of Minutes:** The minutes from the previous meeting were approved following a motion by Rita Budnyk, seconded by Jennifer Gold Dumas, and carried unanimously.
- 3) **Public Comments:** None.
- 4) **Director's Report:** The Director's Report was presented by Zak. He reported the installation of new signs by Precision, progress on the RFP for tree trimming and various labor jobs, including installing a little library and trimming branches over lot three. The ice vending services contract was progressing well, pending council approval. The recommendation to award the turf maintenance contract to Haverland was also mentioned, highlighting a reasonable cost increase. Plans to renovate outdoor restrooms at Anchorage and upgrade electrical systems were discussed, aiming for future enhancements like golf cart charging stations. Zak also touched upon the CPR training for staff, preparations for the boat ramp RFP, and updates on various grant reimbursements and proposals.
- 5) **New Business:**
 - None.
- 6) **Old Business:**
 - **Dry Storage:** The dry storage project was split into two bid proposals, with one focusing on civil work and the other on electrical. The civil portion includes removing the old fence, installing a new one, adding new bollards and signage, regrading, applying millings, and clearing vegetation. The electrical portion involves undergrounding all overhead lines, installing new light poles and fixtures, and working with FPL for hookups. Zak detailed that AT&T had removed all their

equipment from lot four, a prerequisite before starting the civil work. Pete, the electrician from public works, is relocating the electrical equipment to keep the civil and electrical work separate, ensuring a smoother process. The pre-bid meeting for the civil portion is scheduled for June 26, with the goal of posting the bid live by mid-July. The timeline aims to ensure that the civil and electrical projects stay on track, with the electrical portion expected to be out for bid before the calendar year ends.

- **Osborne Pickleball Courts:** The Osborne Pickleball Courts project was progressing with an expected completion by July, while the total cost was noted as \$50,966 for three courts.
- **Tornado Damage Reimbursement:** Tornado damage reimbursement updates revealed that the village had received a substantial portion of the costs and was awaiting further reviews for potential additional funds.

7) Member Comments: During Member Comments, Rita expressed concerns about losing outdoor basketball courts to pickleball and advocated for maintaining two full-size courts. The idea of evaluating the usage of the new courts before making further decisions was supported by other members.

8) Staff Comments: In Staff Comments, updates on new board applicants and village history were provided. The Village was incorporated on August 13, 1956, and significant anniversaries were highlighted, including the 75th anniversary in 2031, when a new time capsule would be buried.

9) Adjournment: Motion to adjourn by Rita Budnyk; seconded by Jennifer Gold Dumas. 7:47 p.m.

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

TO: Honorable Mayor and Council
THRU: Chuck Huff, Village Manager
FROM: Leonard G. Rubin, Village Attorney
DATE: July 18, 2024
SUBJECT: **ORDINANCE 2ND Reading** – Increasing the compensation for the Mayor and members of the Village Council

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

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

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

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

At its June 27, 2024 regular meeting, the Village Council adopted the Ordinance on first reading without modification.

Recommendation:

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

1 **ORDINANCE NO. 2024-_____**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12
13
14 (Village Seal)

MAYOR

15
16
17 ATTEST:

18
19 _____
20 VILLAGE CLERK

21
22 APPROVED AS TO FORM AND
23 LEGAL SUFFICIENCY:

24
25 _____
26 VILLAGE ATTORNEY
27
28

Business Impact Estimate

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

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes.

1. Summary of the proposed ordinance: The proposed Ordinance increases the compensation for the Mayor and members of the Village Council effective March 2025.

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

- (1) There are no direct compliance costs that business may reasonably incur;
- (2) There is no new charge or fee imposed by the proposed Ordinance; and
- (3) There are no regulatory costs.

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

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

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Leonard G. Rubin, Village Attorney

DATE: July 18, 2024

SUBJECT: **ORDINANCE 1st Reading** – Amending Section 2-17 of the Village Code to provide a procedure for cancelling regular Village Council meetings and amending Section 2-19 of the Village Code to move up the mandatory adjournment time by one hour to 10:00 p.m.

At its June 27, 2024 meeting, the Village Council adopted a Resolution modifying the start time for regular Village Council meetings from 7:00 p.m. to 6:00 p.m. As a result of this change, the Council directed this office to move up the mandatory adjournment time for all Village Council meetings from 11:00 p.m. to 10:00 p.m. Additionally, Section 2-17 of the Village Code currently provides that the regular meetings of the Village Council **shall** be held on the second and fourth Thursdays of each month. Because the Village Council routinely holds only one meeting in November and December and occasionally cancels other regular meetings, at the suggestion of Councilmember Garrison, this office is proposing an amendment to Section 2-17 to establish a procedure for cancelling regular Village Council meetings. Article III, Section 9(a) of the Village Charter only requires the Council to meet “at least once in every month at such times and places as the council may prescribe by rule.”

To that end, the attached Ordinance provides for the following revisions to Division 1, Article II, Chapter 2 of the Village Code of Ordinances:

Sec. 2-17. Regular meetings when held.

The regular meetings of the village council shall be held on the second and fourth Thursdays of each month unless canceled by the mayor after consultation with the village manager.

* * *

Sec. 2-19. Adjournment of all meetings.

All regular meetings, special meetings and workshop meetings for the village council shall be adjourned on or before ~~44:00~~ 10:00 p.m. on the date when the meeting convened. In the event there is pending business on the floor at ~~44:00~~ 10:00 p.m. during one (1) of the meetings, the chair shall at that time entertain a motion that the meeting be reconvened at a time and date certain, but upon failure of the council to agree upon such motion, the meeting shall be adjourned and the business pending at the time of adjournment shall be the first item on the agenda of the next meeting of the village council pertaining thereto.

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

There is no fiscal impact.

Recommendation:

Village Staff requests Council consideration and approval on first reading of the attached Ordinance amending Section 2-17 of the Village Code to provide a procedure for cancelling regular Village Council meetings and amending Section 2-19 of the Village Code to move up the mandatory adjournment time for Village Council meetings to 10:00 p.m. in accordance with Village policies and procedures.

1 during one (1) of the meetings, the chair shall at that time entertain a motion that the
2 meeting be reconvened at a time and date certain, but upon failure of the council to
3 agree upon such motion, the meeting shall be adjourned and the business pending at
4 the time of adjournment shall be the first item on the agenda of the next meeting of the
5 village council pertaining thereto.
6

7 Section 3. The provisions of this Ordinance shall become and be made a part of the Code of
8 Ordinances of the Village of North Palm Beach, Florida.
9

10 Section 4. If any section, paragraph, sentence, clause, phrase, or word of this Ordinance is for
11 any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or void, such
12 holding shall not affect the remainder of the Ordinance.
13

14 Section 5. All ordinances and resolutions or parts of ordinances and resolutions of the Village of
15 North Palm Beach, Florida, which are conflict with this Ordinance, are hereby repealed to extent of
16 such conflict.
17

18 Section 6. This Ordinance shall be effective immediately upon adoption.
19

20 PLACED ON FIRST READING THIS _____ DAY OF _____, 2024.
21

22 PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF _____,
23 2024.
24

25
26 (Village Seal)

MAYOR

27
28
29 ATTEST:
30

31 _____
32 VILLAGE CLERK
33

34 APPROVED AS TO FORM AND
35 LEGAL SUFFICIENCY:
36

37 _____
38 VILLAGE ATTORNEY

VILLAGE OF NORTH PALM BEACH
VILLAGE MANAGER'S OFFICE

TO: Honorable Mayor and Members of the Village Council

FROM: Chuck Huff, Village Manager

DATE: July 18, 2024

SUBJECT: **ORDINANCE 1st Reading - Amending Chapter 18 of the Village Code to prohibit the overnight parking of vehicles in swales**

Village administration is seeking Council discussion and direction on a proposed ordinance regarding the regulation of parking in the swale areas within the Village of North Palm Beach.

As defined, the "swale area" refers to the section of land between the street pavement and the sidewalk, which is the property of the Village and is part of its road and drainage right-of-way.

The proposed Ordinance stipulates that between the hours of 12:30 a.m. and 6:00 a.m., no vehicle shall be parked in any portion of the swale area. The Ordinance also extends the prohibition against trucks, trailers, boats, or similar vehicles from being parked in any public street between the hours of 12:30 a.m. and 6:00 a.m. to include the swale area. This regulation aims to ensure the accessibility and maintenance of these areas, as well as to improve overall safety and aesthetics within our community.

The attached Ordinance amending Chapter 18 has been prepared and/or reviewed for legal sufficiency reviewed by the Village Attorney.

Recommendation:

Village Staff recommends Village Council consideration and adoption on first reading of the attached Ordinance amending Chapter 18 to prohibit overnight parking in swales from 12:30 a.m. to 6:00 a.m. in accordance with Village policies and procedures.

1 **ORDINANCE NO. 2024-_____**

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

11
12 WHEREAS, the Village of North Palm Beach, as a duly organized Florida municipality,
13 possesses the Home Rule Authority conferred upon it by the Florida Constitution and Chapter 166,
14 Florida Statutes, including the regulation of parking within its corporate limits; and

15
16 WHEREAS, the Village Council wishes to amend Article III, "Stopping, Standing and
17 Parking," of Chapter 18, "Motor Vehicles and Traffic," of the Village Code of Ordinance to prohibit
18 the overnight parking of vehicles in swales; and

19
20 WHEREAS, the Village Council determines that the adoption of this Ordinance is in the best
21 interests of the residents of the Village of North Palm Beach.

22
23 NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF
24 NORTH PALM BEACH, FLORIDA as follows:

25
26 Section 1. The foregoing "Whereas" clauses are hereby ratified as true and correct and are
27 incorporated herein.

28
29 Section 2. The Village Council hereby amends Chapter 18, "Motor Vehicles and Traffic," of the
30 Village Code of Ordinances by amending Article III, "Stopping, Standing and Parking," to read as
31 follows (additional language is underlined and deleted language is ~~stricken through~~):

32 **ARTICLE III. - STOPPING, STANDING AND PARKING**

33
34 **Sec. 18-33. Definitions.**

35
36 For the purposes of this article, whenever the following words or terms are
37 used herein they shall have the meanings ascribed to them in this section, except where
38 the context requires otherwise:
39

40 * * *

41
42 Swale area means the area between the street pavement and the sidewalk which
43 is the property of the village as part of its road and drainage right-of-way.

44 * * *

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

2
3 (a) Between the hours of 2:00 a.m. and 6:00 a.m. on streets where no curbing is
4 provided, the parking of a vehicle shall not usurp more than twelve (12) inches
5 of the paved portion of the street.

6
7 (b) Between the hours of 12:30 a.m. and 6:00 a.m., no vehicle shall be parked in
8 any portion of the swale area.

9
10 (b c) No person shall leave any truck, trailer, boat or any vehicle of a similar type
11 parked upon any public street or highway, including the swale area, within the
12 village between the hours of 12:30 a.m. and 6:00 a.m. unless specifically
13 authorized pursuant to section 18-35(3) or section 18-35.1(3) of this code.

14
15 (e d) No truck with a payload or carrying capacity (truck model rating) in excess of
16 one-ton shall be parked upon a public street or highway inclusive of swale area
17 within the village; provided, however, commercial vehicles making deliveries
18 or pickups or otherwise servicing residential, commercial or industrial property
19 within the village shall have the right, if necessary, to temporarily park in such
20 areas during normal business hours.

21
22 (d e) No truck with a payload or carrying capacity (truck model rating) in excess of
23 one-ton shall be parked at any time upon private property within the village
24 unless such truck is being utilized as part of an existing business on the private
25 property; provided, however, commercial vehicles making deliveries or
26 pickups or otherwise servicing residential, commercial or industrial property
27 within the village shall have the right, if necessary to temporarily park upon
28 private property during normal business hours.

29
30 (e f) The following vehicles shall not be parked overnight (from 11:00 p.m. to 7:00
31 a.m.) in any residential zoning district, unless parked within a fully enclosed
32 garage:

- 33
34 (1) Tractor trailers, and semi-trailer trucks;
35
36 (2) Tow trucks, wreckers or flat bed vehicle carriers;
37
38 (3) Commercial buses, school buses, or vans accommodating more than
39 sixteen (16) passengers;
40
41 (4) Dump trucks;
42
43 (5) Construction equipment and vehicles, including farm tractors,
44 backhoes, front-end loaders, cranes, cement mixers, pitch buckets or
45 similar items;
46
47 (6) Step vans, panel trucks or other vehicles with rectangular bulk and a
48 payload or carrying capacity in excess of one-ton;

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- (7) Any vehicle used and designed for the commercial sale of food or beverages;
- (8) More than one (1) taxi, car service vehicle, or limousine;
- (9) Stretch limousines (i.e., any automobile, sport utility vehicle or van for hire, and of original manufacture or remanufacture, that exceeds a seating capacity of eight (8) persons);
- (10) Boom or bucket trucks;
- (11) Swamp buggies and half-tracks;
- (12) Tandem wheel pick up trucks (dooley type); and
- (13) Vehicles that exceed eight (8) feet in height, inclusive of attached equipment and accessories.

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

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

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

- (1) The utility trailer shall be visually screened from the view of abutting properties and alleyways. Screening shall be in the form of a properly anchored wall, fence or gate (meeting all building code requirements) or a hedge or other living vegetation, each with a minimum opacity of ninety percent (90%). Walls, fences and gates shall be constructed in accordance with section 45-36(D), and the use of chain link fencing with windscreens is prohibited. Hedges or other living vegetation shall be planted in the ground and shall be of sufficient height to screen such equipment. Utility trailers are not required to be screened from the

1 right-of-way providing access to the rear or side yard if such equipment
2 is located behind a gate at least six (6) feet in height and not more than
3 twenty (20) feet wide.

- 4
- 5 (2) Only one (1) utility trailer shall be located on any residential lot, and
6 the height of the trailer is limited to ten (10) feet, as measured from the
7 ground, exclusive of fixed mechanical equipment.
- 8
- 9 (3) Utility trailers shall not be permitted within the parking area or
10 common area of any residential multi-family or mixed-use community
11 unless specifically approved through the site plan and appearance
12 review process.
- 13
- 14 (4) The utility trailer must be owned or exclusively used by the resident of
15 the property upon which it is parked.
- 16
- 17 (5) Utility trailers parked in the side yard shall not project beyond the front
18 building line and utility trailers parked in the rear yard shall be located
19 at least five (5) feet from the rear property line.
- 20
- 21 (6) The utility trailer shall, at all times, be currently registered and licensed
22 as required by state law and shall display a current registration sticker
23 and have attached a current vehicle license plate.
- 24
- 25 (7) When parked on residential property, the utility trailer shall not be used
26 for living or sleeping quarters or for the storage of household goods or
27 any personal property unrelated to the use of the utility trailer for
28 commercial purposes.
- 29
- 30 (8) Any resident who demonstrates that he or she cannot meet the
31 screening or setback requirements for parking a utility trailer on a lot
32 within the R-1 or R-2 residential zoning districts may apply for an
33 exemption from such requirements provided that the resident stored the
34 utility trailer on the property on or before March 24, 2022 and the utility
35 trailer is necessary for the commercial livelihood of the resident. The
36 application shall be accompanied by documentation demonstrating the
37 date the resident began storing the utility trailer on the property and
38 detailing the use of the utility trailer. The application shall be filed with
39 the community development department, and the department shall
40 review the application to ensure it is complete and prepare the
41 necessary documentation for review by the planning commission. The
42 planning commission shall approve, approve with conditions or deny
43 the application, and the decision shall be set forth in a written order.
44 The exemption shall not run with the property and a change in
45 residency shall terminate the approval.

46 * * *

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

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

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

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

12
13 PLACED ON FIRST READING THIS _____ DAY OF _____, 2024.

14
15 PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF _____,
16 2024.

17
18
19
20 (Village Seal)

MAYOR

21
22
23 ATTEST:

24
25 _____
26 VILLAGE CLERK

27
28 APPROVED AS TO FORM AND
29 LEGAL SUFFICIENCY:

30
31 _____
32 VILLAGE ATTORNEY

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

TO: Honorable Mayor and Council
THRU: Chuck Huff, Village Manager
FROM: Leonard G. Rubin, Village Attorney
DATE: July 18, 2024
SUBJECT: **ORDINANCE 1st Reading** – Ordinance amending Chapter 5 of the Village Code of Ordinance to revise the definition of liveaboard boats or vessels in conformance with State Statute.

The Village's Police Department is engaged in enforcing the laws and regulations applicable to boats and vessels within bodies of water located within the Village's municipal limits. The provisions of both the Florida Statutes and the Village Code regulate live aboard vessels with slightly different definitions. To that end, the Police Department has requested that the Village Code be amended so that the Code definition of the term "live aboard vessel" matches the definition set forth in Section 327.02, Florida Statutes.

The attached Ordinance amends Section 5-1 of the Village Code to read as follows:

Sec. 5-1. Definitions.

As used in this chapter, unless the context indicates otherwise, the following terms shall have the indicated meanings:

* * *

Live-aboard boat or vessel means:

- (a) Any boat or vessel used solely as a residence and not for navigation;
- (b) Any boat or vessel represented as a place of business or a professional or other commercial enterprise; or
- (b) (c) Any boat or vessel for which a declaration of domicile has been filed pursuant to F.S. §222.17.; or
- (c) Any boat or vessel used as a residence that does not have an effective means of propulsion for safe navigation.

A commercial fishing boat or vessel is expressly excluded from this definition.

There is no 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 5-1 of the Village Code to modify the definition of the term live aboard vessel to conform to the statutory definition in accordance with Village policies and procedures.

1
2 (c) Any boat or vessel used as a residence that does not have an effective
3 means of propulsion for safe navigation.
4

5 A commercial fishing boat or vessel is expressly excluded from this
6 definition.
7

8 * * *
9

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

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

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

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

22 PLACED ON FIRST READING THIS ____ DAY OF _____, 2024.
23

24 PLACED ON SECOND, FINAL READING AND PASSED THIS ____ DAY OF
25 _____, 2024.
26
27
28

29 (Village Seal)

MAYOR

30
31
32 ATTEST:
33
34

35 _____
36 VILLAGE CLERK
37
38

39 APPROVED AS TO FORM AND
40 LEGAL SUFFICIENCY:
41

42 _____
43 VILLAGE ATTORNEY

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

TO: Honorable Mayor and Council
THRU: Chuck Huff, Village Manager
FROM: Samia Janjua, Deputy Village Manager
DATE: July 18, 2024
SUBJECT: **RESOLUTION – Establishing a Tentative Millage Rate for FY 2024-2025 & setting the 1st Public Hearing**

Pursuant to Section 200.065(2)(b), Florida Statutes, the Village must advise the County Property Appraiser of its “tentative” millage rate and the date, time, and place of its first September millage and budget hearing. The Administration is recommending a tentative millage rate of 7.4900 mils. The Village has no outstanding general obligation bond debt; therefore, the combined total millage rate of the Village would equal 7.4900 mils. *The tentative millage rate is 16.19% above the “rolled-back” rate (RBR) of 6.4464 mils.*

The tentative millage rate that is being considered for approval at tonight’s meeting establishes the **maximum** millage rate the Village may consider and approve at its September public hearings (without additional notice being provided to each taxpayer). The rate may always be reduced. Additionally, adoption of the tentative millage rate of 7.4900 in September as the final ad valorem millage rate for the Village would require a two-thirds vote of the Village Council:

Description	Millage Rate	% increase over RBR
Rolled-back Rate	\$6.4464 mils	0.00%
Majority Vote Maximum	\$6.8132 mils	5.69%
Two-Thirds Vote Maximum	\$7.4945 mils	16.26%

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

Recommendation:

Village staff recommends Council consideration and approval of the attached Resolution establishing a “tentative” operating millage rate of 7.4900 and a debt service millage rate of 0.0000 respectively (for a total millage rate of 7.4900) and setting the first Public Hearing on the tentative budget and proposed millage rate for Thursday, September 12, 2024 at 6:00 P.M.

RESOLUTION 2024-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ADOPTING A TENTATIVE MILLAGE RATE OF 7.4900 MILS FOR FISCAL YEAR 2025; ESTABLISHING A DATE, TIME, AND PLACE FOR THE FIRST HEARING ON THE TENTATIVE BUDGET AND PROPOSED MILLAGE RATE; AUTHORIZING THE VILLAGE MANAGER TO SUBMIT THE REQUIRED FORMS TO THE PALM BEACH COUNTY PROPERTY APPRAISER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 200.065(2)(b), Florida Statutes, the Village Council is required to advise the Palm Beach County Property Appraiser of its proposed millage rate, its rolled back rate, and the date, time, and place of the first public hearing to consider the proposed millage rate and tentative budget.

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

Section 1. The Village Council hereby adopts a tentative millage rate of 7.4900 for General Operating Budget purposes and a tentative millage rate of 0.0000 for Debt Service, for a total combined millage rate of 7.4900 mils for Fiscal Year 2025. The tentative millage rate is 16.19% above the rolled back rate of 6.4464 mils.

Section 2. The Village Council hereby establishes Thursday, September 12, 2024 at 6:00 p.m. as the date and time of the first hearing on the tentative budget and proposed millage rate. The public hearing shall be held at Village Hall, 501 U.S. Highway One, North Palm Beach, Florida, 33408.

Section 3. The Village Manager is hereby authorized and directed to submit forms DR-420 (Certification of Taxable Value) and DR-420 MM-P (Municipality Maximum Millage Levy Calculation) to the Palm Beach County Property Appraiser's Office.

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK



Reset Form

Print Form

MAXIMUM MILLAGE LEVY CALCULATION PRELIMINARY DISCLOSURE

For municipal governments, counties, and special districts

DR-420MM-P
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year: 2024	County: Palm Beach		
Principal Authority: Village of North Palm Beach	Taxing Authority: Village of North Palm Beach - Operating		
1. Is your taxing authority a municipality or independent special district that has levied ad valorem taxes for less than 5 years?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(1)
IF YES, STOP HERE. SIGN AND SUBMIT. You are not subject to a millage limitation.			
2. Current year rolled-back rate from Current Year Form DR-420, Line 16	6.4464	per \$1,000	(2)
3. Prior year maximum millage rate with a majority vote from 2023 Form DR-420MM, Line 13	6.3768	per \$1,000	(3)
4. Prior year operating millage rate from Current Year Form DR-420, Line 10	6.9000	per \$1,000	(4)
If Line 4 is equal to or greater than Line 3, skip to Line 11. If less, continue to Line 5.			
Adjust rolled-back rate based on prior year majority-vote maximum millage rate			
5. Prior year final gross taxable value from Current Year Form DR-420, Line 7	\$	3,368,380,575	(5)
6. Prior year maximum ad valorem proceeds with majority vote <i>(Line 3 multiplied by Line 5 divided by 1,000)</i>	\$		(6)
7. Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value from Current Year Form DR-420 Line 12	\$	0	(7)
8. Adjusted prior year ad valorem proceeds with majority vote <i>(Line 6 minus Line 7)</i>	\$		(8)
9. Adjusted current year taxable value from Current Year form DR-420 Line 15	\$	3,605,385,434	(9)
10. Adjusted current year rolled-back rate <i>(Line 8 divided by Line 9, multiplied by 1,000)</i>		per \$1,000	(10)
Calculate maximum millage levy			
11. Rolled-back rate to be used for maximum millage levy calculation <i>(Enter Line 10 if adjusted or else enter Line 2)</i>	6.4464	per \$1,000	(11)
12. Adjustment for change in per capita Florida personal income <i>(See Line 12 Instructions)</i>		1.0569	(12)
13. Majority vote maximum millage rate allowed <i>(Line 11 multiplied by Line 12)</i>	6.8132	per \$1,000	(13)
14. Two-thirds vote maximum millage rate allowed <i>(Multiply Line 13 by 1.10)</i>	7.4945	per \$1,000	(14)
15. Current year proposed millage rate	7.4900	per \$1,000	(15)
16. Minimum vote required to levy proposed millage: (Check one)			
<input type="checkbox"/> a. Majority vote of the governing body: Check here if Line 15 is less than or equal to Line 13. The maximum millage rate is equal to the majority vote maximum rate. Enter Line 13 on Line 17.			
<input checked="" type="checkbox"/> b. Two-thirds vote of governing body: Check here if Line 15 is less than or equal to Line 14, but greater than Line 13. The maximum millage rate is equal to proposed rate. Enter Line 15 on Line 17.			
<input type="checkbox"/> c. Unanimous vote of the governing body, or 3/4 vote if nine members or more: Check here if Line 15 is greater than Line 14. The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.			
<input type="checkbox"/> d. Referendum: The maximum millage rate is equal to the proposed rate. Enter Line 15 on Line 17.			
17. The selection on Line 16 allows a maximum millage rate of <i>(Enter rate indicated by choice on Line 16)</i>		7.4900	per \$1,000 (17)
18. Current year gross taxable value from Current Year Form DR-420, Line 4	\$	3,642,089,932	(18)

Taxing Authority :		DR-420MM-P R. 5/12 Page 2	
19.	Current year proposed taxes <i>(Line 15 multiplied by Line 18, divided by 1,000)</i>	\$ 27,279,254	(19)
20.	Total taxes levied at the maximum millage rate <i>(Line 17 multiplied by Line 18, divided by 1,000)</i>	\$ 27,279,254	(20)
DEPENDENT SPECIAL DISTRICTS AND MSTUs		 STOP HERE. SIGN AND SUBMIT.	
21.	Enter the current year proposed taxes of all dependent special districts & MSTUs levying a millage. <i>(The sum of all Lines 19 from each district's Form DR-420MM-P)</i>	\$ 0	(21)
22.	Total current year proposed taxes <i>(Line 19 plus Line 21)</i>	\$ 27,279,254	(22)
Total Maximum Taxes			
23.	Enter the taxes at the maximum millage of all dependent special districts & MSTUs levying a millage <i>(The sum of all Lines 20 from each district's Form DR-420MM-P)</i>	\$ 0	(23)
24.	Total taxes at maximum millage rate <i>(Line 20 plus Line 23)</i>	\$ 27,279,254	(24)
Total Maximum Versus Total Taxes Levied			
25.	Are total current year proposed taxes on Line 22 equal to or less than total taxes at the maximum millage rate on Line 24? (Check one)	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	(25)
S I G N H E R E	Taxing Authority Certification	I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.	
	Signature of Chief Administrative Officer :		Date :
	Title :	Contact Name and Contact Title :	
	Mailing Address :	Physical Address :	
	City, State, Zip :	Phone Number :	Fax Number :

Complete and submit this form DR-420MM-P, Maximum Millage Levy Calculation-Preliminary Disclosure, to your property appraiser with the form DR-420, Certification of Taxable Value.

**MAXIMUM MILLAGE LEVY CALCULATION
PRELIMINARY DISCLOSURE
INSTRUCTIONS**

General Instructions

Each of the following taxing authorities must complete a DR-420MM-P.

- County
- Municipality
- Special district dependent to a county or municipality
- County MSTU
- Independent special district, including water management districts
- Water management district basin

Voting requirements for millages adopted by a two-thirds or a unanimous vote are based on the full membership of the governing body, not on the number of members present at the time of the vote.

This form calculates the maximum tax levy for 2024 allowed under s. 200.065(5), F.S. Counties and municipalities, including dependent special districts and MSTUs, which adopt a tax levy at the final hearing higher than allowed under s. 200.065, F.S., may be subject to the loss of their half-cent sales tax distribution.

DR-420MM-P shows the preliminary maximum millages and taxes levied based on your proposed adoption vote. Each taxing authority must complete, sign, and submit this form to their property appraiser with their completed DR-420, Certification of Taxable Value.

The vote at the final hearing and the resulting maximum may change. After the final hearing, each taxing authority will file a final Form DR-420MM, Maximum Millage Levy Calculation Final Disclosure, with Form DR-487, Certification of Compliance, with the Department of Revenue.

Specific tax year references in this form are updated each year by the Department.

Line Instructions

Lines 5-10

Only taxing authorities that levied a 2024 millage rate less than their maximum majority vote rate must complete these lines. The adjusted rolled-back rate on Line 10 is the rate that would have been levied if the maximum vote rate for 2024 had been adopted. If these lines are completed, enter the adjusted rate on Line 11.

Line 12

This line is entered by the Department of Revenue. The same adjustment factor is used statewide by all taxing authorities. It is based on the change in per capita Florida personal income (s. 200.001(8)(i), F.S.), which Florida Law requires the Office of Economic and Demographic Research to report each year.

Lines 13 and 14

Millage rates are the maximum that could be levied with a majority or two-thirds vote of the full membership of the governing body. With a unanimous vote of the full membership (three-fourths vote of the full membership if the governing body has nine or more members) or a referendum, the maximum millage rate that can be levied is the taxing authority's statutory or constitutional cap.

Line 16

Check the box for the minimum vote necessary at the final hearing to levy your adopted millage rate.

Line 17

Enter the millage rate indicated by the box checked in Line 16. If the proposed millage rate is equal to or less than the majority vote maximum millage rate, enter the majority vote maximum. If a two-thirds vote, a unanimous vote, or a referendum is required, enter the proposed millage rate. For a millage requiring more than a majority vote, the proposed millage rate must be entered on Line 17, rather than the maximum rate, so that the comparisons on Lines 21 through 25 are accurate.



CERTIFICATION OF TAXABLE VALUE

Reset Form

Print Form

DR-420
R. 5/12
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

Year : 2024	County : Palm Beach
Principal Authority : Village of North Palm Beach	Taxing Authority : Village of North Palm Beach - Operating

SECTION I : COMPLETED BY PROPERTY APPRAISER

1.	Current year taxable value of real property for operating purposes	\$	3,583,691,646	(1)
2.	Current year taxable value of personal property for operating purposes	\$	58,398,286	(2)
3.	Current year taxable value of centrally assessed property for operating purposes	\$	0	(3)
4.	Current year gross taxable value for operating purposes <i>(Line 1 plus Line 2 plus Line 3)</i>	\$	3,642,089,932	(4)
5.	Current year net new taxable value (Add new construction, additions, rehabilitative improvements increasing assessed value by at least 100%, annexations, and tangible personal property value over 115% of the previous year's value. Subtract deletions.)	\$	36,704,498	(5)
6.	Current year adjusted taxable value <i>(Line 4 minus Line 5)</i>	\$	3,605,385,434	(6)
7.	Prior year FINAL gross taxable value from prior year applicable Form DR-403 series	\$	3,368,380,575	(7)
8.	Does the taxing authority include tax increment financing areas? If yes, enter number of worksheets (DR-420TIF) attached. If none, enter 0	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Number 0 (8)
9.	Does the taxing authority levy a voted debt service millage or a millage voted for 2 years or less under s. 9(b), Article VII, State Constitution? If yes, enter the number of DR-420DEBT, <i>Certification of Voted Debt Millage</i> forms attached. If none, enter 0	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO	Number 0 (9)
Property Appraiser Certification		I certify the taxable values above are correct to the best of my knowledge.		
SIGN HERE	Signature of Property Appraiser:	Date :		
	Electronically Certified by Property Appraiser	6/26/2024 9:17:01 AM		

SECTION II : COMPLETED BY TAXING AUTHORITY

If this portion of the form is not completed in FULL your taxing authority will be denied TRIM certification and possibly lose its millage levy privilege for the tax year. If any line is not applicable, enter -0-.

10.	Prior year operating millage levy <i>(If prior year millage was adjusted then use adjusted millage from Form DR-422)</i>	6.9000	per \$1,000	(10)
11.	Prior year ad valorem proceeds <i>(Line 7 multiplied by Line 10, divided by 1,000)</i>	\$	23,241,826	(11)
12.	Amount, if any, paid or applied in prior year as a consequence of an obligation measured by a dedicated increment value <i>(Sum of either Lines 6c or Line 7a for all DR-420TIF forms)</i>	\$	0	(12)
13.	Adjusted prior year ad valorem proceeds <i>(Line 11 minus Line 12)</i>	\$	23,241,826	(13)
14.	Dedicated increment value, if any <i>(Sum of either Line 6b or Line 7e for all DR-420TIF forms)</i>	\$	0	(14)
15.	Adjusted current year taxable value <i>(Line 6 minus Line 14)</i>	\$	3,605,385,434	(15)
16.	Current year rolled-back rate <i>(Line 13 divided by Line 15, multiplied by 1,000)</i>	6.4464	per \$1000	(16)
17.	Current year proposed operating millage rate	7.4900	per \$1000	(17)
18.	Total taxes to be levied at proposed millage rate <i>(Line 17 multiplied by Line 4, divided by 1,000)</i>	\$	27,279,254	(18)

19.	TYPE of principal authority (check one)	<input type="checkbox"/> County	<input type="checkbox"/> Independent Special District	(19)
		<input checked="" type="checkbox"/> Municipality	<input type="checkbox"/> Water Management District	
20.	Applicable taxing authority (check one)	<input checked="" type="checkbox"/> Principal Authority	<input type="checkbox"/> Dependent Special District	(20)
		<input type="checkbox"/> MSTU	<input type="checkbox"/> Water Management District Basin	
21.	Is millage levied in more than one county? (check one)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	(21)

DEPENDENT SPECIAL DISTRICTS AND MSTUs		STOP HERE - SIGN AND SUBMIT
--	---	------------------------------------

22.	Enter the total adjusted prior year ad valorem proceeds of the principal authority, all dependent special districts, and MSTUs levying a millage. <i>(The sum of Line 13 from all DR-420 forms)</i>	\$	23,241,826	(22)
23.	Current year aggregate rolled-back rate <i>(Line 22 divided by Line 15, multiplied by 1,000)</i>		6.4464 per \$1,000	(23)
24.	Current year aggregate rolled-back taxes <i>(Line 4 multiplied by Line 23, divided by 1,000)</i>	\$	23,478,369	(24)
25.	Enter total of all operating ad valorem taxes proposed to be levied by the principal taxing authority, all dependent districts, and MSTUs, if any. <i>(The sum of Line 18 from all DR-420 forms)</i>	\$	27,279,254	(25)
26.	Current year proposed aggregate millage rate <i>(Line 25 divided by Line 4, multiplied by 1,000)</i>		7.4900 per \$1,000	(26)
27.	Current year proposed rate as a percent change of rolled-back rate <i>(Line 26 divided by Line 23, minus 1, multiplied by 100)</i>		16.1900 %	(27)

First public budget hearing	Date : 9/12/2024	Time : 18:00:00 EST	Place : 501 US Highway One North Palm Beach 33408
------------------------------------	---------------------	------------------------	--

S I G N H E R E	Taxing Authority Certification		I certify the millages and rates are correct to the best of my knowledge. The millages comply with the provisions of s. 200.065 and the provisions of either s. 200.071 or s. 200.081, F.S.		
	Signature of Chief Administrative Officer :			Date :	
	Title :		Contact Name and Contact Title :		
	Mailing Address :		Physical Address :		
	City, State, Zip :		Phone Number :		Fax Number :

CERTIFICATION OF TAXABLE VALUE INSTRUCTIONS

“Principal Authority” is a county, municipality, or independent special district (including water management districts).

“Taxing Authority” is the entity levying the millage. This includes the principal authority, any special district dependent to the principal authority, any county municipal service taxing unit (MSTU), and water management district basins.

Each taxing authority must submit to their property appraiser a DR-420 and the following forms, as applicable:

- DR-420TIF, Tax Increment Adjustment Worksheet
- DR-420DEBT, Certification of Voted Debt Millage
- DR-420MM-P, Maximum Millage Levy Calculation - Preliminary Disclosure

Section I: Property Appraiser

Use this DR-420 form for all taxing authorities except school districts. Complete Section I, Lines 1 through 9, for each county, municipality, independent special district, dependent special district, MSTU, and multicounty taxing authority. Enter only taxable values that apply to the taxing authority indicated. Use a separate form for the principal authority and each dependent district, MSTU and water management district basin.

Line 8

Complete a DR-420TIF for each taxing authority making payments to a redevelopment trust fund under Section 163.387 (2)(a), Florida Statutes or by an ordinance, resolution or agreement to fund a project or to finance essential infrastructure.

Check "Yes" if the taxing authority makes payments to a redevelopment trust fund. Enter the number of DR-420TIF forms attached for the taxing authority on Line 8. Enter 0 if none.

Line 9

Complete a DR-420DEBT for each taxing authority levying either a voted debt service millage (s.12, Article VII, State Constitution) or a levy voted for two years or less (s. 9(b), Article VII, State Constitution).

Check "Yes" if the taxing authority levies either a voted debt service millage or a levy voted for 2 years or less (s. 9(b), Article VII, State Constitution). These levies do not include levies approved by a voter referendum not required by the State Constitution. Complete and attach DR-420DEBT. Do not complete a separate DR-420 for these levies.

Send a copy to each taxing authority and keep a copy. When the taxing authority returns the DR-420 and the accompanying forms, immediately send the original to:

Florida Department of Revenue
Property Tax Oversight - TRIM Section
P. O. Box 3000
Tallahassee, Florida 32315-3000

Section II: Taxing Authority

Complete Section II. Keep one copy, return the original and one copy to your property appraiser with the applicable DR-420TIF, DR-420DEBT, and DR-420MM-P within 35 days of certification. Send one copy to the tax collector. “Dependent special district” (ss. 200.001(8)(d) and 189.403(2), F.S.) means a special district that meets at least one of the following criteria:

- The membership of its governing body is identical to that of the governing body of a single county or a single municipality.
- All members of its governing body are appointed by the governing body of a single county or a single municipality.
- During their unexpired terms, members of the special district's governing body are subject to removal at will by the governing body of a single county or a single municipality.
- The district has a budget that requires approval through an affirmative vote or can be vetoed by the governing body of a single county or a single municipality.

“Independent special district” (ss. 200.001(8)(e) and 189.403 (3), F.S.) means a special district that is not a dependent special district as defined above. A district that includes more than one county is an independent special district unless the district lies wholly within the boundaries of a single municipality.

“Non-voted millage” is any millage not defined as a “voted millage” in s. 200.001(8)(f), F.S.

Lines 12 and 14

Adjust the calculation of the rolled-back rate for tax increment values and payment amounts. See the instructions for DR-420TIF. On Lines 12 and 14, carry forward values from the DR-420TIF forms.

Line 24

Include only those levies derived from millage rates.

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

TO: Honorable Mayor and Council
THRU: Chuck Huff, Village Manager
FROM: Jamie Mount, Asst. Director Public Works
DATE: July 18, 2024
SUBJECT: **MOTION – Approval of Final Payment in the amount of \$108,745.42 to Ranger Construction Industries, Inc. for the 2024 Milling and Resurfacing of various roadways throughout the Village of North Palm Beach.**

Village Staff is recommending approval of Change Order 1 in the negative amount of (\$40,339.46) and final payment in the amount of \$108,745.42 to reflect the completed milling and resurfacing of various roadways throughout the Village of North Palm Beach. The Village has received a payment request from Ranger Construction Industries, Inc. representing the final payment of the contract.

Background:

The project milled and resurfaced various roadways throughout the Village in order to extend the service life of these roadways. The roadways were selected based on a pavement condition study that assessed the condition of each roadway surface. The contractor matched the existing grades as close as possible, made reasonable efforts to minimize excessive asphalt reveals at existing driveways, and resolved all punch list items.

Change Order No. 1 decreased the original contract amount, referenced above, as a result of reduced quantities of asphalt being needed for resurfacing.

The Village’s purchasing policies and procedures require Village Council approval for: (1) change orders in excess of \$25,000; and (2) final closeout and release of retainage for all projects exceeding \$100,000.00.

Original Contract Amount	\$ 1,127,793.63
Change Order One (CO 1)	\$ (40,339.46)
Revised Contract Amount	\$ 1,087,454.17
Credit (Previous Payment)	\$ 978,708.75
Final Contract Amount:	\$ 108,745.42

Recommendation:

Village Staff recommends Council approval of Change Order 1 in the negative amount of (\$40,339.46) and the Final Payment in the amount of \$108,745.42 to Ranger Construction Industries, Inc. for the Milling and Resurfacing in accordance with Village policies and procedures.



Bill To
 Village of North Palm Beach
 501 U.S. Highway One
 Attn: Finance Department
 North Palm Beach, FL 33408

Ship To
 STREET MAINTENANCE
 VILLAGE OF NORTH PALM BEACH
 645 PROSPERITY FARMS ROAD
 NORTH PALM BEACH, FL
 33408-4799

Vendor
 VECELLIO GROUP, INC
 DBA: RANGER CONSTRUCTION INDUSTRIES, INC
 1645 N. CONGRESS AVE
 WEST PALM BEACH, FL 33409

Purchase Order

Fiscal Year 2024 Page 1 of 1

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES AND SHIPPING PAPERS.

Purchase Order Number **00102324**
 Purchase Order Date 03/08/2024
 Department STREET MAINTENANCE
 Required By 03/08/2024

VENDOR PHONE NUMBER	VENDOR EMAIL	VENDOR NUMBER	REQUISITION NUMBER	DELIVERY REFERENCE
561-793-9400		10665		PUBLIC WORKS DEPARTMENT

NOTES

MILLING AND RESURFACING (2024)
 The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading
 SALES AND USE TAX EXEMPTION CERTIFICATE #85-8012646341C-6 EXPIRES 6/30/2027

ITEM #	DESCRIPTION	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE
1	PURCHASE ORDER FOR MILLING AND RESURFACING OF SPECIFIED VILLAGE ROADWAYS AS PER RESOLUTION # 2024-16. GL #: 17321 - 66210 Commodity Code: -	1.0000	EACH	\$1,127,793.6300	\$1,127,793.63

GL SUMMARY	
17321 - 66210	\$1,127,793.63

Eric Ravine
 Finance Director

Total Ext. Price \$1,127,793.63

Purchase Order Total \$1,127,793.63

Date of Issuance: 6/28/2024
 Owner: Village of North Palm Beach
 Contractor: Ranger Construction Industries, Inc. (Ranger)
 Engineer: N/A
 Project: Milling and Resurfacing – FY 23/24

Effective Date: 6/28/2024
 Owner's Task Order No.:
 Contractor's Project No.: 300-1093
 Engineer's Project No.:

The Contract is modified as follows upon execution of this Change Order:

Description: *Change Order No. 1 decreased the original contract amount as a result of reduced quantities of asphalt needed for resurfacing.*

Attachments: *None.*

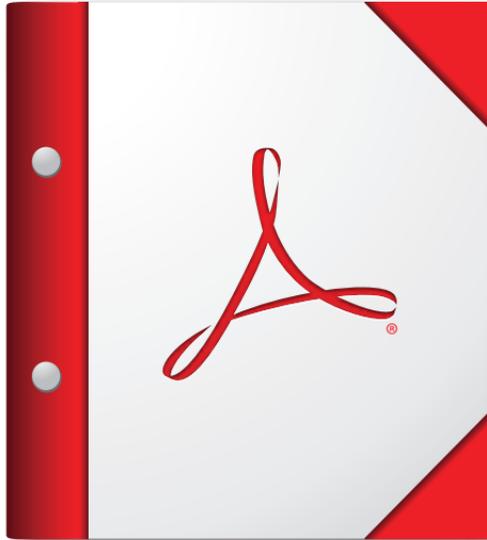
CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES <i>[note changes in Milestones if applicable]</i>
Original Contract Price: \$ <u>1,127,793.63</u>	Original Contract Times: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Decrease from approved Change Orders No. 1: \$ <u>(40,339.46)</u>	[Increase] [Decrease] from previously approved Change Orders No. ___ to No. ___: Substantial Completion: _____ Ready for Final Payment: _____ days
Contract Price incorporating this Change Order: \$ <u>1,087,454.17</u>	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Decrease of Change Order 2: \$ <u>N/A</u>	[Increase] [Decrease] of this Change Order: Substantial Completion: _____ Ready for Final Payment: _____ days or dates
Contract Price incorporating this Change Order: \$ <u>N/A</u>	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for Final Payment: _____ days or dates

<p>RECOMMENDED:</p> <p>By: _____ Title: Engineer (if required) Date: _____</p>	<p>ACCEPTED:</p> <p>By: _____ Title: Owner (Authorized Signature) Date: _____</p>	<p>ACCEPTED:</p> <p>By: <u>Jamie R Timming</u> Title: Contractor (Authorized Signature) Date: <u>6/28/2024</u></p>
---	--	---

Digitally signed by Jamie R Timming
 DN: cn=Jamie R Timming
 o=RANGER CONSTRUCTION INDUSTRIES, C=US
 Date: 2024.06.28 10:28:49-0400

Approved by Funding Agency (if applicable)

By: _____ Date: _____
 Title: _____



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APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO

TO OWNER: *Village of North Palm Beach*
 501 U.S. Highway One
 North Palm Beach, FL 33408

PROJECT: *Village of North Palm Beach Milling & Rest*
 Contractor Project #: 300-1093

APPLICATION NO: *1* Distribution to:
 APPLICATION DATE: *6/5/2024*
 PERIOD TO: *5/30/2024*

	OWNER
X	ARCHITECT
	CONTRACTOR

FROM CONTRACTOR:
Ranger Construction Industries, Inc.
 1645 N Congress Ave
 West Palm Beach, Florida 33409

CONTRACT FOR: *Village of North Palm Beach*

CONTRACT DATE: *02/22/24*

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>1,086,236.23</u>
2. Net change by Change Orders	\$	<u>1,217.94</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>1,087,454.17</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>1,087,454.17</u>
5. RETAINAGE:		
a. <u>10</u> % of Completed Work (Column D + E on G703)	\$	<u>108,745.42</u>
b. <u>0</u> % of Stored Material (Column F on G703)	\$	<u>-</u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>108,745.42</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>978,708.75</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>-</u>
8. CURRENT PAYMENT DUE	\$	<u>978,708.75</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>108,745.42</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 1,217.94	
Total approved this Month		
TOTALS	\$ 1,217.94	\$ -
NET CHANGES by Change Order	\$ 1,217.94	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

SUBCONTRACTOR: *RANGER CONSTRUCTION INDUSTRIES, INC.*

By: *[Signature]* Date: *06/05/2024*

State of: *FLORIDA* Florida County of: *Palm Beach*
 Subscribed and sworn to before me this *5* day of *JUNE, 2024*
 Notary Public:
 My Commission expires: *[Signature]*
 Personally known by me: *[Signature]*

OWNER'S CERTIFICATE FOR PAYMENT

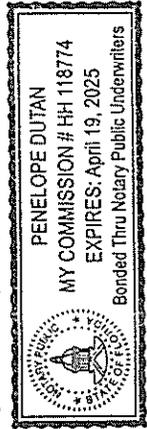
In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Project Manager certifies that to the best of the The Project Manager's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 978,708.75

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)
 Martin County:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G703, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached. In tabulations below, amounts are stated to the nearest dollar. Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: I
 APPLICATION DATE: 6/5/2024
 PERIOD TO: 5/30/2024
 CONTRACTOR PROJECT #: 300-1093

A ITEM NO.	B DESCRIPTION OF WORK	Unit	C ORIGINAL CONTRACT			D PREVIOUS		E CURRENT		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE		H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			QTY	Unit Price	Amount	QTY	Amount	QTY	Amount		QTY	Amount (D+E+F)			
Zone 1															
	MOBILIZATION FOR THE WHOLE PROJECT	LS	1.00	\$ 90,000.00	\$ 90,000.00	\$ -		1.00	\$ 90,000.00		\$ 90,000.00	100%	\$ -	\$ 9,000.00	
	MILL EXISTING ASPHALT PAVEMENT RESIDENTIAL RDWYS	SY	36,431.00	\$ 2.10	\$ 76,505.10	\$ -		36,431.00	\$ 76,505.10		\$ 76,505.10	100%	\$ -	\$ 7,650.51	
	SUPERPAVE ASP CONC SP9.5 LEVEL C OR S-III (>500 TONS) RESIDENTIAL RDWYS	TN	1,956.67	\$ 115.00	\$ 225,017.05	\$ -		1,956.67	\$ 225,017.05		\$ 225,017.05	100%	\$ -	\$ 22,501.71	
	PORTABLE MILLING MACHINE	HR	24.00	\$ 230.00	\$ 5,520.00	\$ -		24.00	\$ 5,520.00		\$ 5,520.00	100%	\$ -	\$ 552.00	
	BITUMINOUS ADJUSTMENT	LS	1.00	\$ 15,982.89	\$ 15,982.89	\$ -		1.00	\$ 15,982.89		\$ 15,982.89	100%	\$ -	\$ 1,598.29	
Zone 2															
	MILL EXISTING ASPHALT PAVEMENT RESIDENTIAL RDWYS	SY	63,064.00	\$ 2.10	\$ 132,434.40	\$ -		63,064.00	\$ 132,434.40		\$ 132,434.40	100%	\$ -	\$ 13,243.44	
	SUPERPAVE ASP CONC SP9.5 LEVEL C OR S-III (>500 TONS) RESIDENTIAL RDWYS	TN	3,497.60	\$ 115.00	\$ 402,224.00	\$ -		3,497.60	\$ 402,224.00		\$ 402,224.00	100%	\$ -	\$ 40,222.40	
	PORTABLE MILLING MACHINE	HR	48.00	\$ 230.00	\$ 11,040.00	\$ -		48.00	\$ 11,040.00		\$ 11,040.00	100%	\$ -	\$ 1,104.00	
	BITUMINOUS ADJUSTMENT	LS	1.00	\$ 27,077.10	\$ 27,077.10	\$ -		1.00	\$ 27,077.10		\$ 27,077.10	100%	\$ -	\$ 2,707.71	
Zone 3															
	MILL EXISTING ASPHALT PAVEMENT RESIDENTIAL RDWYS	1/2 DY	1.00	\$ 8,000.00	\$ 8,000.00	\$ -		1.00	\$ 8,000.00		\$ 8,000.00	100%	\$ -	\$ 800.00	
	SUPERPAVE ASP CONC SP12.5 LEVEL C OR S-I (>500 TONS) RESIDENTIAL RDWYS	TN	120.67	\$ 120.00	\$ 14,480.40	\$ -		120.67	\$ 14,480.40		\$ 14,480.40	100%	\$ -	\$ 1,448.04	
	PORTABLE MILLING MACHINE	SY	8.00	\$ 230.00	\$ 1,840.00	\$ -		8.00	\$ 1,840.00		\$ 1,840.00	100%	\$ -	\$ 184.00	
	BITUMINOUS ADJUSTMENT	LS	1.00	\$ 989.90	\$ 989.90	\$ -		1.00	\$ 989.90		\$ 989.90	100%	\$ -	\$ 98.99	
Zone 4															
	MILL EXISTING ASPHALT PAVEMENT RESIDENTIAL RDWYS	1/2 DY	1.00	\$ 8,000.00	\$ 8,000.00	\$ -		1.00	\$ 8,000.00		\$ 8,000.00	100%	\$ -	\$ 800.00	
	SUPERPAVE ASP CONC SP9.5 LEVEL C OR S-III (>500 TONS) RESIDENTIAL RDWYS	TN	197.63	\$ 120.00	\$ 23,715.60	\$ -		197.63	\$ 23,715.60		\$ 23,715.60	100%	\$ -	\$ 2,371.56	
	PORTABLE MILLING MACHINE	HR	8.00	\$ 230.00	\$ 1,840.00	\$ -		8.00	\$ 1,840.00		\$ 1,840.00	100%	\$ -	\$ 184.00	
	BITUMINOUS ADJUSTMENT	LS	1.00	\$ 1,621.23	\$ 1,621.23	\$ -		1.00	\$ 1,621.23		\$ 1,621.23	100%	\$ -	\$ 162.12	
Zone 5															
	MILL EXISTING ASPHALT PAVEMENT RESIDENTIAL RDWYS	1/2 DY	1.00	\$ 8,000.00	\$ 8,000.00	\$ -		1.00	\$ 8,000.00		\$ 8,000.00	100%	\$ -	\$ 800.00	
	SUPERPAVE ASP CONC SP9.5 LEVEL C OR S-III (>500 TONS) RESIDENTIAL RDWYS	TN	234.85	\$ 120.00	\$ 28,182.00	\$ -		234.85	\$ 28,182.00		\$ 28,182.00	100%	\$ -	\$ 2,818.20	
	PORTABLE MILLING MACHINE	HR	8.00	\$ 230.00	\$ 1,840.00	\$ -		8.00	\$ 1,840.00		\$ 1,840.00	100%	\$ -	\$ 184.00	
	BITUMINOUS ADJUSTMENT	LS	1.00	\$ 1,926.56	\$ 1,926.56	\$ -		1.00	\$ 1,926.56		\$ 1,926.56	100%	\$ -	\$ 192.66	
	SUBTOTAL - ORIGINAL CONTRACT				\$ 1,086,236.23	\$ -		\$ 1,086,236.23	\$ -		\$ 1,086,236.23	100.00%	\$ -	\$ 108,623.62	
CHANGE ORDERS															
	CO#1	LS	1.00	\$ 1,217.94	\$ 1,217.94	\$ -		1.00	\$ 1,217.94		\$ 1,217.94	100%	\$ -	\$ 121.79	
					\$ -	\$ -		\$ -	\$ -		\$ -		\$ -	\$ -	
					\$ -	\$ -		\$ -	\$ -		\$ -		\$ -	\$ -	
					\$ -	\$ -		\$ -	\$ -		\$ -		\$ -	\$ -	
	SUBTOTAL - CHANGE ORDERS				\$ 1,217.94	\$ -		\$ 1,217.94	\$ -		\$ 1,217.94	100.00%	\$ -	\$ 121.79	
TOTAL					\$1,087,454.17	\$ -		\$ 1,087,454.17	\$ -		\$ 1,087,454.17	100%	\$ -	\$ 108,745.42	
									\$ 108,745.42						
									\$ 978,708.75	\$ 978,708.75					



Final Project Completion & Final Payment Request Form

Project Name: Milling & Resurfacing FY 23/24
Date Project Completed: May 16, 2024

Final Payment Request: \$108,745.42

Budgeted Amount:	\$1,250,000.00	Original Contract:	\$1,127,793.63
Budgeted Account Number:	I7321-66210	Net Change Order:	\$(40,339.46)
Resolution/Ordinance Number:	R2024-16	Retainage:	\$0.00
Purchase Order Number:	00102324	Credits:	\$978,708.75
Building Permit Number:	N/A	Adjustments :	\$0.00
		Final Payment:	\$108,745.42

The following conditions need to be met prior to requesting for final payment per Policy Procedures, Contracts, Retainage, Change Orders, & Payment, Contract Payment Process, (2) Final Completion & Final Payment (Resolution 2007-73)

- Upon receipt of written notice that the work is ready for final inspection and acceptance upon receipt of final Application for Payment, the Architect/Engineer will promptly make such inspection and, when the Architect/Engineer finds the work acceptable under the contract documents and the contract fully performed, the Architect/Engineer will promptly issue a final Certificate for Payment. JAM
- An affidavit that payrolls, bills for materials and equipment and other indebtedness connected with the work have been paid or otherwise satisfied. JAM
- A certificate evidencing that insurance required by the contract documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least (30) days prior written notice has been given to the Village. JAM
- A written statement that the contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the contract documents. JAM
- A consent of surety, if any, to final payment. JAM
- If required by the Village, other data establishing payment or satisfaction of obligations. JAM
- Release of liens provided by the Contractor. JAM

Project Manager: 

Date

6/28/24

Village Manager: _____

Date

Note: Projects exceeding \$100,000 requires the same signature authority and will be forwarded to the Mayor and Council for final closeout and release of contractual retainage.

RESOLUTION 2024-16

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA ACCEPTING A PROPOSAL FROM RANGER CONSTRUCTION INDUSTRIES, INC. FOR MILLING AND RESURFACING OF SPECIFIED VILLAGE ROADWAYS PURSUANT TO PRICING ESTABLISHED IN AN EXISTING ANNUAL MILLING AND RESURFACING CONTRACT WITH PALM BEACH COUNTY 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 contractor to perform milling and resurfacing on specified Village roadways: (Area 1 – Fathom Road, Fathom Court, Gulfstream Road, Easterly Road, Dory Road North and South, Cruiser Road North and South, Anchorage Drive and Lighthouse Drive (east of U.S. One), Lakeside Drive, Lakeside Circle, Lakeside Court, and Atlantic Road; Area 2 – Shore Road, Pilot Road, Kingfish Road (west of Anchorage), Quadrant Road, Privateer Road, Marlin Road, Harbour Road, Gulf Road, Flotilla Lane, Flotilla Road, Ebbtide Drive, Driftwood Road, Captains Road, Bay Road, Anchorage Lane, Fairwind Drive, Eastwind Drive, Country Club Circle, Club Drive, Par Court, and Country Club Court; and Area 3 – Corsair Drive (south of Lighthouse), Jacana Way/Westwind Drive, Tradewind Drive); and

WHEREAS, Village Staff recommended that the Contract be awarded to Ranger Construction Industries, Inc. pursuant to pricing established in an existing Annual Resurfacing and Milling Contract (Project No. 2021050) with Palm Beach County, subject to additional mobilization costs; and

WHEREAS, the Village Council determines that the adoption of this Resolution and the waiver of any conflicting purchasing policies and procedures to allow for, among other things, mobilization costs and costs associated with the use of a portable milling machine, is in the best interests of the residents of the Village of North Palm Beach.

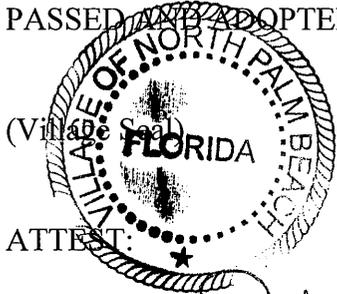
NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA as follows:

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

Section 2. The Village Council hereby approves a Contract with Ranger Construction Industries, Inc. for milling and resurfacing of specified Village roadways pursuant to pricing established in an existing Annual Resurfacing and Milling Contract (Project No. 2021050) with Palm Beach County and authorizes the Mayor and Village Clerk to execute the Contract on behalf of the Village, a copy of which is attached hereto and incorporated herein. The total cost of this Contract shall not exceed \$1,127,793.63, with funds expended from Account No. I7321-66210 (Streets & Grounds - Construction & Major Renovation). Including contingency, the total project budget shall be \$1,250,000.00.

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

PASSED AND ADOPTED THIS 22ND DAY OF FEBRUARY, 2024.



ATTEST:

[Handwritten Signature]

MAYOR

[Handwritten Signature]

VILLAGE CLERK

CONTRACT

This Contract is made as of this 22nd day of February, 2024, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter "VILLAGE"), and RANGER CONSTRUCTION INDUSTRIES, INC., a Florida corporation (hereinafter "CONTRACTOR"), whose F.E.I. Number is 59-2098662.

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to perform milling and resurfacing on specified Village roadways broken down into three zones; and

WHEREAS, Palm Beach County, through its competitive selection process, awarded an Annual Milling and Resurfacing Contract (Project No. 2021050) ("PBC Contract") to CONTRACTOR; and

WHEREAS, the VILLAGE requested that CONTRACTOR provide the requested services based on the pricing established in the PBC Contract; and

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

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. PBC Contract. The Palm Beach County Annual Milling and Resurfacing Contract (Project No. 2021050) ("PBC Contract") with CONTRACTOR, attached hereto as Exhibit "A," is incorporated herein by reference.
3. CONTRACTOR's Services and Time of Completion.
 - A. In accordance with the terms and conditions of the PBC Contract and at the direction of the VILLAGE, CONTRACTOR shall perform the services in accordance with its Quotation Requests dated January 18, 2024, copies of which is attached hereto as Exhibit "B" and incorporated herein by reference.
 - B. The total cost of such services shall not exceed **One Million One Hundred Twenty-Seven Thousand Seven Hundred Ninety-Three Dollars and Sixty-Three Cents (\$1,127,793.63)**, subject to adjustments based on the actual quantities in accordance with the unit pricing set forth in CONTRACTOR'S Proposal.

C. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed and shall be completed within **one hundred and twenty (120) days** of the VILLAGE's issuance of the notice to proceed.

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

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

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

6. Term and Termination.

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

B. This Contract may be terminated by the VILLAGE, with or without cause, upon providing ten (10) days' notice to CONTRACTOR. This Contract may be terminated by CONTRACTOR upon providing thirty (30) days' notice to the VILLAGE. Upon any such termination, CONTRACTOR waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits. Unless CONTRACTOR is in breach of this Contract, the VILLAGE shall pay CONTRACTOR for work performed and accepted through the date of termination.

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

8. Indemnification.

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

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

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

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

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

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

12. Payment and Performance Bond. As required by Section 255.05(1), Florida Statutes, CONTRACTOR shall record in the public records a statutory payment and performance bond prior to commencing the work.

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

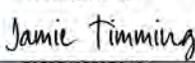
In performing services pursuant to this Contract, CONTRACTOR shall comply with all relevant provisions of Chapter 119, Florida Statutes. As required by Section 119.0701, Florida Statutes, CONTRACTOR shall:

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

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

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

RANGER CONSTRUCTION INDUSTRIES, INC.

By:  DocuSigned by:
93585138237A481...

Print Name: Jamie Timming

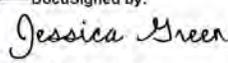
Position: Vice President

VILLAGE OF NORTH PALM BEACH

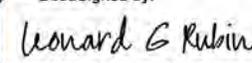
By:  DocuSigned by:
0034448AE50D433...

SUSAN BICKEL
MAYOR

ATTEST:

BY:  DocuSigned by:
09BE9834B24F720...
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY:  DocuSigned by:
CB588C55308645A...
VILLAGE ATTORNEY

PUBLIC CONSTRUCTION BOND

BOND NUMBER: 107959565

BOND AMOUNT: \$1,127,793.63

CONTRACT AMOUNT: \$1,127,793.63

CONTRACTOR'S NAME: Ranger Construction Industries, Inc.

CONTRACTOR'S ADDRESS: 1645 N. Congress Ave.
West Palm Beach, FL 33409

CONTRACTOR'S PHONE: 561-793-9400

SURETY COMPANY: Travelers Casualty and Surety Company of America

SURETY ADDRESS: One Tower Square
Hartford, CT 06183

SURETY PHONE: 800-842-8496

OWNER'S NAME: Village of North Palm Beach

OWNER'S ADDRESS: 505 U.S. Highway One
North Palm Beach, FL 33408

OWNER'S PHONE: 561-841-3365

PROJECT NO.: N/A

DESCRIPTION OF WORK: Asphalt Milling and Paving Village Roadways
Paving in ZONE 1, ZONE 2 (2-1 & 2-2), ZONE 3, ZONE 4, ZONE 5

PROJECT LOCATION: Various locations in the Village of North Palm Beach
See Description of Work.

LEGAL DESCRIPTION: No legal description is available.
The best description available is indicated in the Project Location above.

PUBLIC CONSTRUCTION BOND

This Bond is issued in favor of the County conditioned on the full and faithful performance of the Contract.

KNOW ALL MEN BY THESE PRESENTS: that Contractor (Principal) and Surety, are held and firmly bound unto:

Village of North Palm Beach
505 U.S. Highway One
North Palm Beach, Florida 33408

As Obligee, herein called Village, for the use and benefit of claimant as herein below defined, in the amount of: \$1,127,793.63

for the payment whereof Principal and Surety bind themselves, their heirs, personal representatives, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated February 22, 2024 entered into a contract with the Village for:

Project Name:	Milling and Resurfacing Services
Project No.:	See Page PCB-1
Project Description:	See Page PCB-1
Project Location:	See Page PCB-1

in accordance with Design Criteria Drawings and Specifications prepared by:

Name of Engineering/Architectural Firm:	TBD
Location of Firm:	TBD
Phone:	TBD
Fax :	TBD

which contract is by reference made a part hereof in its entirety, and is hereinafter referred to as the Contract.

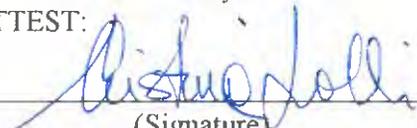
THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract dated February 22, 2024 between Principal and Village for the construction of the project as described above, the contract being made part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays Village all losses, damages (including liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Village sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

PUBLIC CONSTRUCTION BOND

- 5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond and Surety waives notice of such changes.
- 6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.
- 7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument
- 8. Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes
- 9. Any action brought under this instrument shall be brought in the state court of competent jurisdiction in Palm Beach County and not elsewhere.

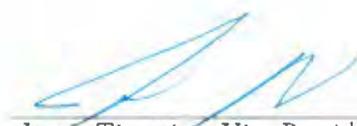
ATTEST:


(Signature)

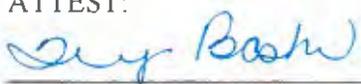
CRISTINA LOLLI
(Print Name)

ASSISTANT CONTROLLER
(Title)

Ranger Construction Industries, Inc.
(Seal)

By: 
Jamie Timming, Vice President
(Principal)

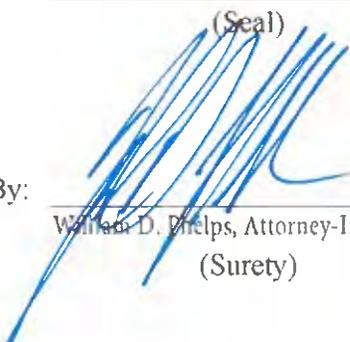
ATTEST:


(Signature)

Terry Basher
(Print Name)

Witness to Surety
(Title)

Travelers Casualty and Surety Company of America
(Seal)

By: 
William D. Phelps, Attorney-In-Fact and FI, Resident Agent
(Surety)

PUBLIC CONSTRUCTION BOND

PROJECT NO N/A

DESCRIPTION OF WORK: Asphalt Milling and Paving Village Roadways
Paving in ZONE 1, ZONE 2 (2-1 & 2-2), ZONE 3, ZONE 4, ZONE 5

PROJECT LOCATION: Various locations in the Village of North Palm Beach
See Description of Work.

SURETY COMPANY Travelers Casualty and Surety Company of America

SURETY ADDRESS One Tower Square
Hartford, CT 06183

SURETY PHONE 800-842-8496

BOND NUMBER 107959565

BOND AMOUNT \$1,127,793.63

CONTRACT AMOUNT \$1,127,793.63

As the Surety Company for Ranger Construction Industries, Inc. we have executed the captioned bond



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

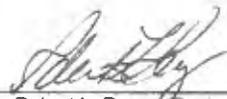
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **WILLIAM D PHELPS** of **MELBOURNE**, Florida, their true and lawful Attorney(s)-in-Fact to sign, execute seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.



State of Connecticut

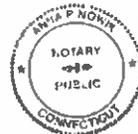
City of Hartford ss

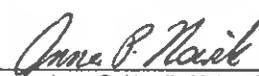
By 
Robert L. Raney, Senior Vice President

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026




Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

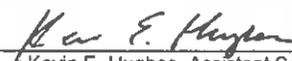
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 29th day of February, 2024




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/6/2024

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 George H. Friedlander Company 1566 Kanawha Blvd. E. Charleston WV 25311	CONTACT NAME: William Phelps PHONE (A/C. No. Ext): 321-254-8477 E-MAIL ADDRESS: billphelps@friedlandercompany.com		FAX (A/C. No.): 321-988-0209		
	INSURER(S) AFFORDING COVERAGE				
INSURED Ranger Construction Industries, Inc. 1645 N Congress Avenue West Palm Beach FL 33409	RANG001	INSURER A:	Charter Oak Fire Insurance	NAIC #	25615
		INSURER B:	TRAVELERS IND CO OF CT		25682
		INSURER C:	Travelers Property Casualty Co of Amer		25674
		INSURER D:			
		INSURER E:			
		INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 514301356

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	CO-5807B217-24	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	CAP-5807B186-24	4/1/2024	4/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CUP-5809B407-24	4/1/2024	4/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	<input checked="" type="checkbox"/> 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	N/A	UB-8L888782-24	4/1/2024	4/1/2025	<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)

Project: Milling and Resurfacing - Resolution 2024-16

Village of North Palm Beach are Additional Insureds, when required by written contract with respect to work performed for them by the Named Insured and at the specified project. Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will mail 30 days written notice to the certificate holder, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

CERTIFICATE HOLDER**CANCELLATION**

Village of North Palm Beach
 501 U.S. Highway One
 North Palm Beach FL 33408

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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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – AUTOMATIC STATUS IF REQUIRED BY WRITTEN CONTRACT (CONTRACTORS)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that:

- a. You agree in a written contract or agreement to include as an additional insured on this Coverage Part; and
- b. Has not been added as an additional insured for the same project by attachment of an endorsement under this Coverage Part which includes such person or organization in the endorsement's schedule;

is an insured, but:

- a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and

- b. Only as described in Paragraph (1), (2) or (3) below, whichever applies:

(1) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – (Form B) endorsement CG 20 10 11 85; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10 10 01, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 10 01;

the person or organization is an additional insured only if the injury or damage arises out of "your work" to which the written contract or agreement applies;

- (2) If the written contract or agreement specifically requires you to provide additional insured coverage to that person or organization by the use of:

(a) The Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization endorsement CG 20 10 07 04 or CG 20 10 04 13, the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37 07 04 or CG 20 37 04 13, or both of such endorsements with either of those edition dates; or

(b) Either or both of the following: the Additional Insured – Owners, Lessees or Contractors – Scheduled Person Or Organization endorsement CG 20 10, or the Additional Insured – Owners, Lessees or Contractors – Completed Operations endorsement CG 20 37, without an edition date of such endorsement specified;

the person or organization is an additional insured only if the injury or damage is caused, in whole or in part, by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; or

- (3) If neither Paragraph (1) nor (2) above applies:

(a) The person or organization is an additional insured only if, and to the extent that, the injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies; and

(b) Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether

COMMERCIAL GENERAL LIABILITY

this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.

- b. The Insurance provided to such additional insured does not apply to:
- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:
 - (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
 - (b) Supervisory, inspection, architectural or engineering activities.
 - (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.
- c. The additional insured must comply with the following duties:
- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:
 - (a) How, when and where the "occurrence" or offense took place;
 - (b) The names and addresses of any injured persons and witnesses; and
 - (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.
 - (2) If a claim is made or "suit" is brought against the additional insured:
 - (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
 - (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
 - (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any Injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p>C. Incidental Medical Malpractice</p> <p>D. Blanket Waiver Of Subrogation</p> <p>E. Contractual Liability – Railroads</p> <p>F. Damage To Premises Rented To You</p> |
|--|---|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured In the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other Insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or

- b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional Insured on this Coverage Part is an Insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

COMMERCIAL GENERAL LIABILITY

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:
 - b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.
2. The following replaces the last paragraph of Paragraph 2.a.(1) of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide:

 - (a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or
 - (b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.
3. The following replaces the last sentence of Paragraph 5. of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
4. The following exclusion is added to Paragraph 2., **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

- pharmaceuticals committed by, or with the knowledge or consent of, the insured.
5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

 - a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or
 - b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.
 6. The following is added to Paragraph 4.b., **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph 2.a.(1) of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph 8., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

- a. "Bodily injury" or "property damage" that occurs; or
- b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:
 - c. Any easement or license agreement;

COMMERCIAL GENERAL LIABILITY

2. Paragraph f.(1) of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.



**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 00 03 13 (00) - 001

POLICY NUMBER: UB-81888782-24-25-D

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

SCHEDULE

DESIGNATED PERSON:

DESIGNATED ORGANIZATION:

**ANY PERSON OR ORGANIZATION FOR WHICH THE INSURED HAS AGREED
BY WRITTEN CONTRACT EXECUTED PRIOR TO LOSS TO FURNISH THIS
WAIVER.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph c. in A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph A.1., **Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph b. in B.5., **Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1) Any covered "auto" you lease, hire, rent or borrow; and

- (2) Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., **Limits Of Insurance**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "Insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
 - b. The airbags are not covered under any warranty; and
 - c. The airbags were not intentionally inflated.
- We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph B.2., **Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS** :

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF TWO

TO OWNER: *Village of North Palm Beach*
501 U.S. Highway One
North Palm Beach, FL 33408

PROJECT: *Village of North Palm Beach Milling & Resurfacing*
 Contractor Project #: 300-1093

APPLICATION NO: **2- FINAL** Distribution to:
 APPLICATION DATE: **6/21/2024** OWNER
 PERIOD TO: **6/15/2024** ARCHITECT
 CONTRACTOR

FROM CONTRACTOR:
Ranger Construction Industries, Inc.
1645 N Congress Ave
West Palm Beach, Florida 33409

CONTRACT FOR: *Village of North Palm Beach*

CONTRACT DATE: **02/22/24**

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>1,086,236.23</u>
2. Net change by Change Orders	\$	<u>1,217.94</u>
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$	<u>1,087,454.17</u>
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	\$	<u>1,087,454.17</u>
5. RETAINAGE:		
a. <u>10</u> % of Completed Work (Column D + E on G703)	\$	<u>-</u>
b. <u>0</u> % of Stored Material (Column F on G703)	\$	<u>-</u>
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	\$	<u>0.00</u>
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$	<u>1,087,454.17</u>
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>978,708.75</u>
8. CURRENT PAYMENT DUE	\$	<u>108,745.42</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>0.00</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$ 1,217.94	
Total approved this Month		
TOTALS	\$ 1,217.94	\$ -
NET CHANGES by Change Order	\$ 1,217.94	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

By: _____ Date: _____

State of: Florida County of: Palm Beach
 Subscribed and sworn to before me this _____ day of _____
 Notary Public:
 My Commission expires: _____
 Personally known by me.

OWNER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Project Manager certifies that to the best of the Project Manager's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 108,745.42

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

Palm Beach County:
 By: **Jamie R Timming** Digitally signed by Jamie R Timming
 Date: 2024.06.21 15:52:35-0400' Date: 6/21/2024

Jamie Timming, Vice President

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

AIA Document G703, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
 In tabulations below, amounts are stated to the nearest dollar.
 Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.: **2-FINAL**
 APPLICATION DATE: **6/21/2024**
 PERIOD TO: **6/15/2024**
 CONTRACTOR PROJECT #: **300-1093**

A ITEM NO.	B DESCRIPTION OF WORK	Unit	C ORIGINAL CONTRACT			D PREVIOUS		E CURRENT		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE		H % (G / C)	I BALANCE TO FINISH (C - G)	J RETAINAGE
			QTY	Unit Price	Amount	QTY	Amount	QTY	Amount	QTY	Amount (D+E+F)				
Zone 1															
	MOBILIZATION FOR THE WHOLE PROJECT	LS	1.00	\$ 90,000.00	\$ 90,000.00										
	MILL EXISTING ASPHALT PAVEMENT RESIDENTIAL RDWYS	SY	36,431.00	\$ 2.10	\$ 76,505.10	36,431.00	\$ 76,505.10	\$ -	\$ -		36,431.00	\$ 76,505.10	100%	\$ -	\$ -
	SUPERPAVE ASP CONC SP9.5 LEVEL C OR S-III (>500 TONS) RESIDENTIAL RDWYS	TN	1,956.67	\$ 115.00	\$ 225,017.05	1,956.67	\$ 225,017.05	\$ -	\$ -		1,956.67	\$ 225,017.05	100%	\$ -	\$ -
	PORTABLE MILLING MACHINE	HR	24.00	\$ 230.00	\$ 5,520.00	24.00	\$ 5,520.00	\$ -	\$ -		24.00	\$ 5,520.00	100%	\$ -	\$ -
	BITUMINOUS ADJUSTMENT	LS	1.00	\$ 15,982.89	\$ 15,982.89	1.00	\$ 15,982.89	\$ -	\$ -		1.00	\$ 15,982.89	100%	\$ -	\$ -
Zone 2															
	MILL EXISTING ASPHALT PAVEMENT RESIDENTIAL RDWYS	SY	63,064.00	\$ 2.10	\$ 132,434.40	63,064.00	\$ 132,434.40	\$ -	\$ -		63,064.00	\$ 132,434.40	100%	\$ -	\$ -
	SUPERPAVE ASP CONC SP9.5 LEVEL C OR S-III (>500 TONS) RESIDENTIAL RDWYS	TN	3,497.60	\$ 115.00	\$ 402,224.00	3,497.60	\$ 402,224.00	\$ -	\$ -		3,497.60	\$ 402,224.00	100%	\$ -	\$ -
	PORTABLE MILLING MACHINE	HR	48.00	\$ 230.00	\$ 11,040.00	48.00	\$ 11,040.00	\$ -	\$ -		48.00	\$ 11,040.00	100%	\$ -	\$ -
	BITUMINOUS ADJUSTMENT	LS	1.00	\$ 27,077.10	\$ 27,077.10	1.00	\$ 27,077.10	\$ -	\$ -		1.00	\$ 27,077.10	100%	\$ -	\$ -
Zone 3															
	MILL EXISTING ASPHALT PAVEMENT RESIDENTIAL RDWYS	1/2 DY	1.00	\$ 8,000.00	\$ 8,000.00	1.00	\$ 8,000.00	\$ -	\$ -		1.00	\$ 8,000.00	100%	\$ -	\$ -
	SUPERPAVE ASP CONC SP12.5 LEVEL C OR S-4 (>500 TONS) RESIDENTIAL RDWYS	TN	120.67	\$ 120.00	\$ 14,480.40	120.67	\$ 14,480.40	\$ -	\$ -		120.67	\$ 14,480.40	100%	\$ -	\$ -
	PORTABLE MILLING MACHINE	HR	8.00	\$ 230.00	\$ 1,840.00	8.00	\$ 1,840.00	\$ -	\$ -		8.00	\$ 1,840.00	100%	\$ -	\$ -
	BITUMINOUS ADJUSTMENT	LS	1.00	\$ 989.90	\$ 989.90	1.00	\$ 989.90	\$ -	\$ -		1.00	\$ 989.90	100%	\$ -	\$ -
Zone 4															
	MILL EXISTING ASPHALT PAVEMENT RESIDENTIAL RDWYS	1/2 DY	1.00	\$ 8,000.00	\$ 8,000.00	1.00	\$ 8,000.00	\$ -	\$ -		1.00	\$ 8,000.00	100%	\$ -	\$ -
	SUPERPAVE ASP CONC SP9.5 LEVEL C OR S-III (>500 TONS) RESIDENTIAL RDWYS	TN	197.63	\$ 120.00	\$ 23,715.60	197.63	\$ 23,715.60	\$ -	\$ -		197.63	\$ 23,715.60	100%	\$ -	\$ -
	PORTABLE MILLING MACHINE	HR	8.00	\$ 230.00	\$ 1,840.00	8.00	\$ 1,840.00	\$ -	\$ -		8.00	\$ 1,840.00	100%	\$ -	\$ -
	BITUMINOUS ADJUSTMENT	LS	1.00	\$ 1,621.23	\$ 1,621.23	1.00	\$ 1,621.23	\$ -	\$ -		1.00	\$ 1,621.23	100%	\$ -	\$ -
Zone 5															
	MILL EXISTING ASPHALT PAVEMENT RESIDENTIAL RDWYS	1/2 DY	1.00	\$ 8,000.00	\$ 8,000.00	1.00	\$ 8,000.00	\$ -	\$ -		1.00	\$ 8,000.00	100%	\$ -	\$ -
	SUPERPAVE ASP CONC SP9.5 LEVEL C OR S-III (>500 TONS) RESIDENTIAL RDWYS	TN	234.85	\$ 120.00	\$ 28,182.00	234.85	\$ 28,182.00	\$ -	\$ -		234.85	\$ 28,182.00	100%	\$ -	\$ -
	PORTABLE MILLING MACHINE	HR	8.00	\$ 230.00	\$ 1,840.00	8.00	\$ 1,840.00	\$ -	\$ -		8.00	\$ 1,840.00	100%	\$ -	\$ -
	BITUMINOUS ADJUSTMENT	LS	1.00	\$ 1,926.56	\$ 1,926.56	1.00	\$ 1,926.56	\$ -	\$ -		1.00	\$ 1,926.56	100%	\$ -	\$ -
	SUBTOTAL - ORIGINAL CONTRACT				\$ 1,086,236.23	\$ 1,086,236.23	\$ -	\$ -		\$ 1,086,236.23	\$ 1,086,236.23	100.00%	\$ -	\$ -	
CHANGE ORDERS															
	CO#1	LS	1.00	\$ 1,217.94	\$ 1,217.94	1.00	\$ 1,217.94	\$ -	\$ -		1.00	\$ 1,217.94	100%	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -		\$ -	\$ -		#DIV/0!	\$ -	\$ -
					\$ -	\$ -	\$ -	\$ -		\$ -	\$ -		#DIV/0!	\$ -	\$ -
	SUBTOTAL - CHANGE ORDERS				\$ 1,217.94	\$ 1,217.94	\$ -	\$ -		\$ 1,217.94	\$ 1,217.94	100.00%	\$ -	\$ -	
TOTAL					\$ 1,087,454.17	\$ 1,087,454.17	\$ -	\$ -		\$ 1,087,454.17	\$ 1,087,454.17	100%	\$ -	\$ -	
								\$ 978,708.75	\$ -		\$ 978,708.75				

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

TO: Honorable Mayor and Members of the Village Council

THRU: Chuck Huff, Village Manager

FROM: James Anthony, Facilities Manager

DATE: July 18, 2024

SUBJECT: **RESOLUTION – Approving an Amendment to the Continuing Contract for Professional Architectural Services with CPZ Architects, Inc. to accept a proposal in the amount of \$169,314.40 to provide architectural and engineering services for the construction of a Wash Plant/Environmental Station at the North Palm Beach Country Club and increase the total amount of compensation for Fiscal Years 2024 and 2025.**

Introduction:

Through the adoption of Resolution No. 2024-15 on February 22, 2024, the Village Council authorized the execution of Continuing Contracts for Professional Architectural Services with four firms, including CPZ Architects, Inc. The total amount of compensation for each consultant was limited to \$50,000.00 in any given fiscal year. Village Staff is seeking Council approval of an Amendment to the Continuing Contract to accept a proposal from CPZ Architects Inc. in the amount of \$169,314.40 to provide architectural and engineering services for the construction of a Wash Plant/Environmental Station at the North Palm Beach Country Club (“NPBCC”) and to increase the total amount of compensation payable to CPZ Architects to \$200,000 for Fiscal Years 2024 and 2025.

Background:

For the last several years NPBCC staff has worked diligently, across the board, to bring club operations into compliance with all industry best-practices and regulations regarding the use of chemicals, fertilizers, water reclamation/run-off and habitat restoration. The construction of a wash down facility and chemical storage area will be a milestone event in bringing the club up to current industry standards in this area.

This facility will be used for vehicle wash down, chemical storage/transfer and sheltered outdoor repairs. Closed-loop containment of vehicle wash down will mitigate harmful run-off into nearby surface and groundwater bodies. A chemical storage and transfer area will provide a safe, contained, environment for chemical transfer to application vehicles and immediate isolation and recovery of spilled chemicals should it become necessary. Update of these systems is long overdue and will bring club operations into compliance after an extended period of deferred maintenance. Both the environmental benefits, and the increased service life of equipment maintained within this facility, make this project a more than worthy expenditure.

The Scope of Work that CPZ Architects, Inc. and its subconsultants will perform in connection with the Wash Plant/Environmental Station project includes the following: Schematic Design; Design Development; Preparation of Construction Documents; Permitting; Bidding; and Construction Administration.

Account Information:

Fund	Department	Account Number	Account Description	Amount
Country Club	Golf Course Maintenance	L8045-66210	Construction & Major Renovation	\$169,314.40

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

Recommendation:

Village Staff recommends Council approval of the attached Resolution approving an Amendment to the Continuing Contract for Professional Architectural Services with CPZ Architects Inc. to accept a proposal for architectural and engineering services for the construction of a Wash Plant/Environmental Station at the North Palm Beach County Club at a cost of \$169,314.40, with funds expended from Account No. L8045-66210 (Golf Course Maintenance – Construction and Major Renovation), and to increase the total amount of compensation for Fiscal Years 2024 and 2025 to \$200,000, and authorizing the Village Manager to execute the Amendment in accordance with Village policies and procedures.

RESOLUTION 2024-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING AN AMENDMENT TO THE CONTINUING CONTRACT FOR PROFESSIONAL ARCHITECTURAL SERVICES WITH CPZ ARCHITECTS, INC. TO ACCEPT A PROPOSAL FOR THE CONSTRUCTION OF A NEW WATER RECLAMATION BUILDING AT THE NORTH PALM BEACH COUNTRY CLUB AND TO INCREASE THE TOTAL AMOUNT OF COMPENSATION FOR FISCAL YEARS 2024 AND 2025; AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2024-15, the Village Council authorized the Village Manager to execute a Continuing Contract for Professional Architectural Services with CPZ Architects, Inc. (“Consultant”) in an amount not to exceed \$50,000 during any single fiscal year; and

WHEREAS, the Village Council wishes to accept a proposal from Consultant for architectural and engineering services for the construction of a new Wash Plant/Environmental Station (“Water Reclamation Building”) at the North Palm Beach Country Club in the amount of \$169,314.40 and increase the total amount of compensation paid to Consultant during Fiscal Years 2024 and 2025 to \$200,000; and

WHEREAS, the Village Council determines that the approval of the Amendment to the Continuing Contract for Professional Architectural Services is in the best interests of the Village and its residents.

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

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

Section 2. The Village Council hereby approves an Amendment to the Continuing Contract for Professional Architectural Services with CPZ Architects, Inc. to accept a proposal for architectural and engineering services for the construction of a new Water Reclamation Building at the North Palm Beach Country Club and increase the total amount of compensation for Fiscal Years 2024 and 2025 to \$200,000, a copy of which is attached hereto and incorporated herein, and authorizes the Village Manager to execute the Amendment on behalf of the Village. The compensation paid to Consultant for the Water Reclamation Building project shall be expended from Account No. L8045-66210 (Golf Course Maintenance – Construction & Major Renovation).

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 _____, 2024.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

AMENDMENT TO CONTINUING CONTRACT FOR PROFESSIONAL SERVICES
(Architectural Services)

THIS AMENDMENT is made and entered on this ____ day of _____, 2024, by and between the **Village of North Palm Beach**, a Florida municipal corporation (“Village”) and **CPZ Architects, Inc.**, a Florida corporation (“Consultant”).

RECITALS

WHEREAS, on February 22, 2024, the Village executed a Continuing Contract with Consultant for Professional Architectural Services (“Continuing Contract”); and

WHEREAS, the Continuing Contract capped the total amount of compensation at \$50,000 per fiscal year; and

WHEREAS, the Village Council wishes to accept a proposal from Consultant for architectural and engineering services for the construction of a new Wash Plant/Environmental Station (“Water Reclamation Building”) at the North Palm Beach Country Club pursuant to the terms and conditions of the Continuing Contract and increase the total amount compensation payable to Consultant.

NOW, THEREFORE, in consideration of the premises and mutual covenants contained in the Continuing Contract, as amended, the sufficiency of which is hereby acknowledged by the parties, the Village and the Consultant agree as follows:

1. The foregoing recitals are ratified and incorporated herein.
2. The Village approves the Proposal from Consultant dated May 8, 2024 (and revised on June 18, 2024) for schematic design, design development, preparation of construction documents, permitting, bidding, and construction administration for the Water Reclamation Building, a copy of which is attached hereto and incorporated herein by reference. Consultant’s services shall be performed pursuant to the terms and conditions of the Continuing Contract. In the event of a conflict between the terms and conditions of the Continuing Contract and the Proposal, the terms and conditions of the Continuing Contract shall prevail. The Limitation of Liability set forth in Section 6 of the Proposal shall be limited to the total compensation received by Consultant pursuant to the Contract.
3. Section 5(a) of the Continuing Contract is hereby amended to increase the total amount of compensation payable by the Village to Consultant during Fiscal Years 2024 and 2025 to **Two Hundred Thousand Dollars and No Cents (\$200,000.00)**.
4. All other provisions of the Continuing Contract, to the extent not expressly modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Continuing Contract for Professional Services (Architectural Services) as of the day and year set forth above.

VILLAGE OF NORTH PALM BEACH:

By: _____
Charles D. Huff, Village Manager

CONSULTANT:

CPZ ARCHITECTS, INC.

By: _____

Print Name:

Title:



May 8th, 2024 – **Revised June 18th, 2024**

North Palm Beach Country Club
Attn.: Mr. Anthony James
951 US-1,
North Palm Beach, FL 33408

Re: North Palm Beach Country Club Water Reclamation Building

Dear Mr. James:

As requested, we are pleased to offer the following fee proposal to provide Architectural and Engineering Services for the above referenced project.

PROJECT DESCRIPTION

The project scope is a new water reclamation building that will consist of (2) open bays and (2) enclosed bays to house a new ESD system. It is our understanding that the basis of design for this building is the wash rack complex that was recently completed in a nearby Park golf course and the 2019 sketches provided by the Owner. However, it is also understood that there is flexibility in that design and that the Owner is open to changes. Access to the new building, extension of the existing fencing, and the relocation, removal, or repurposing of the existing chemical storage shed by the washdown area is also included. Per the site walkthrough, the adjacent building has the electrical capacity to support this new building, therefore additional electrical service will not be required.

Other assumptions:

1. The building will be required to be on a pad to prevent flooding/rain issues.
2. This will be a metal building and will be ventilated (exhaust fans) (no air conditioning)
3. There is no existing property survey and therefore surveying services will be included with this proposal.
4. Any testing of the adjacent lake is excluded from the scope of this work.
5. The new building will be well within the property boundary, not visible from the road, and therefore will not require to be submitted to DRC (Design Review Committee).
6. Golf course staff are knowledgeable in the processes associated with the washdown and therefore will be involved in reviewing the plans and providing input. This effort will be facilitated by the Owner.
7. The oak trees near the new building will remain.
8. A Phase 1 Environmental Report is included, limited to the building location only (excludes the lake).
9. (2) Cost estimates have been included (see attached sub-consultant proposal(s)).
10. Specifications will be on the drawings. A separate CSI specifications book is not included.
11. Site plan approval (Planning and Zoning) is not anticipated and not included. **This was confirmed by the client.**
12. Maintaining a design schedule is included at the Owner's request. This will be done in an Excel file and updated at least on a monthly basis.
13. The project will be designed in Revit.

CPZ ARCHITECTS, INC.

MAIN: 4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317
1601 BELVEDERE RD., S-350, WEST PALM BEACH, FL 33406
200 NORTH EL MAR DRIVE, SUITE 201B, JENSEN BEACH, FL 34957
1717 20TH STREET, SUITE 1, VERO BEACH, FL 32960
(954) 792-8525 WWW.CPZARCHITECTS.COM



- 14. CPZ will coordinate with ESD vendor. Per coordination with ESD vendor, they will provide conceptual CAD files (or Revit, if available) for CPZ’s use. ESD vendor will verify CPZ’s drawings at each phase to ensure compliance with requirements.**

SCOPE OF SERVICES

TASK 1 SCHEMATIC DESIGN

- 1. The Schematic Design phase portion of this project we will provide the following:
 - a. Building Code and Planning and Zoning Code Research
 - b. Flood/Flood Zone Map Research
 - c. Prepare Life Safety Plan and Building Code Research
 - d. Prepare site plan with building and site access
 - e. Prepare Demolition Plans to include the site elements that will be removed to accommodate new design.
 - f. Provide (4) elevations for all (4) sides of building
 - g. (2) Virtual Meetings with the Village and golf course staff to review overall architectural designs / schematic design.
 - h. The above includes one (1) revision to the design based on staff input if required. Any additional design changes that exceed revisions mentioned above will be billed hourly at the rates stated below.
- 2. Structural Engineering (see attached sub-consultant proposal(s))
- 3. Mechanical, Electrical and Plumbing Engineering (see attached sub-consultant proposal(s))
- 4. Coordination with ESD vendor.**

TASK 2 DESIGN DEVELOPMENT

- 1. Architectural
 - a. Prepare Design Development plans based on the schematic design approvals.
 - b. Provide plan backgrounds to consultants to begin development of drawing set.
 - c. Coordinate systems with various consultants and various internal meetings to gauge progress.
 - d. (2) Virtual Meetings with the Village and golf course staff to review overall architectural design.
- 2. Civil Engineering (see attached sub-consultant proposal(s))
- 3. Structural Engineering (see attached sub-consultant proposal(s))
- 4. MEP Engineering (see attached sub-consultant proposal(s))
- 5. Coordination with ESD vendor.**

TASK 3 CONSTRUCTION DOCUMENTS

- 1. Architectural
 - a. Prepare 100% Construction Documents and specifications in drawings.
 - b. (2) Virtual Meetings with the Village and golf course staff to review overall architectural design.

CPZ ARCHITECTS, INC.

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2. Civil Engineering (see attached sub-consultant proposal(s))
 - a. Prepare 100% Construction Documents
3. MEP Engineering (see attached sub-consultant proposal(s))
 - a. Prepare 100% Construction Documents
4. Structural Engineering (see attached sub-consultant proposal(s))
 - a. Prepare 100% Construction Documents
5. Cost Estimating (see attached sub-consultant proposal(s))
 - a. 100% Construction Document detailed cost estimate. Coordination with cost estimators and revisions included.

6. Coordination with ESD vendor.

TASK 4 PERMITTING

1. Assist in the permitting process by responding to Building Department comment reviews. Permit processing, tracking and all submittals shall be by others.
2. Provide all Signed and Sealed drawings as required and respond to drawings as required for all permit comments. If required, we will meet with plan reviewers to resolve any questions.
3. Civil Permitting (see attached sub-consultant proposal(s))
 - i. Prepare submittal packages and submit for government agency permits with the appropriate calculations and back-up to the following agencies:
 - i. South Florida Water Management District – stormwater

TASK 5 BIDDING

1. Write the RFP for the ITB (Invitation to Bid) and coordinate with Owner for comments.
2. Attend one pre-bid meeting.
3. Review and respond to RFI's
4. Bid evaluation / leveling and recommendation to award.
5. Civil Bidding Assistance (see attached sub-consultant proposal(s))

TASK 6 CONSTRUCTION ADMINISTRATION

1. Bi-Monthly Virtual Meetings for a 20-week period, total of 10 meetings. This includes (1) Punchlist meeting, (1) pre-construction meeting and substantial completion walkthrough inspection. **Note: Any additional site visits will be billed at hourly rates listed below.**
 - i. Each site meeting, we will follow up with site meeting minutes, site photos and/or review of pay application our fee will be hourly based.
2. Process and review submittals, and shop drawings.
 - i. Please note we only estimated our fee based on (2) reviews for each shop drawings. Any additional reviews will be billed at our hourly rates listed below. **Note: Any additional submittal/shop drawing reviews will be billed at hourly rates listed below.**

CPZ ARCHITECTS, INC.

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3. Respond to Contractor RFI’s
4. Review Change Order Requests
5. Process Pay Applications
 - a. Civil Construction Administration (see attached sub-consultant proposal(s))
6. Structural Engineering (see attached sub-consultant proposal(s))

PROJECT SCHEDULE

We are estimating the project design schedule to be as follows. During the Construction Document Phase, our office will coordinate with all the review and permitting agencies to determine time required for reviews and approvals. Based on this information the schedule and timeframes may be adjusted to reflect those review periods.

Schematic Design	3 Weeks
Design Development	3 Weeks
Construction Drawings	4 Weeks
Permitting & Bidding	6 Weeks
Construction Administration	20 Weeks

COMPENSATION

1. Compensation for architectural services shall be on a stipulated basis and in accordance with CPZ Architects, Inc. continuing services contract, as follows:

Task	Description	CPZ Architects	Chen Moore (Civil)	ONM&J (Struct.)	OCI (MEP)	OCI (Fire Supp.)	Brown & Phillips (Survey)	Terracon (Geotech.)	Terracon (Environ.)	CMS (Cost Est.)	Subtotal
1	Schematic Design	\$ 8,630.00		\$ 625.00							\$ 9,255.00
	Survey						\$ 9,995.00				\$ 9,995.00
	Phase I Envir.							\$ 6,200.00			\$ 6,200.00
	Geotechnical Rpt							\$ 8,800.00			\$ 8,800.00
	Utility Locates							\$ 1,500.00			\$ 1,500.00
	Percolation Tests							\$ 550.00			\$ 550.00
2	Design Development	\$ 9,895.00	\$ 7,800.00	\$ 1,875.00	\$ 3,000.00	\$ 2,500.00					\$ 25,070.00
3	Construction Documents	\$ 20,170.00	\$ 7,800.00	\$ 2,200.00	\$ 3,000.00	\$ 2,500.00				\$ 12,094.40	\$ 47,764.40
4	Permitting	\$ 4,100.00	\$ 5,400.00								\$ 9,500.00
5	Bidding	\$ 7,140.00	\$ 1,600.00					\$ 2,800.00			\$ 11,540.00
6	Construction Administration	\$ 22,950.00	\$ 5,550.00	\$ 1,550.00	\$ 1,500.00	\$ 640.00		\$ 6,950.00			\$ 39,140.00
	Subtotal	\$ 72,885.00	\$ 28,150.00	\$ 6,250.00	\$ 7,500.00	\$ 5,640.00	\$ 9,995.00	\$ 20,600.00	\$ 6,200.00	\$ 12,094.40	\$ 169,314.40
											TOTAL

2. Reimbursable Expenses
 - a. Reproductions and Prints
 - b. Courier Service / Permit Expediting
 - c. Fees paid to municipalities.
3. Compensation for architectural services shall be on an **hourly basis at the rates listed below**, and in accordance with the General Conditions:
 - a. Principal \$285 per hour
 - b. Architect \$255 per hour
 - c. Senior Project Manager \$200 per hour

CPZ ARCHITECTS, INC.

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“Designing Quality Architecture that Builds Lasting Relationships”

- d. Project Manager \$185 per hour
- e. Architectural Associate 3 \$140 per hour
- f. Architectural Associate 2 \$130 per hour
- g. Architectural Associate 1 \$110 per hour
- h. Administration \$ 95 per hour
- i. Consultants (Civil, Landscape, Structural, Mechanical, Electrical Engineers, etc.) to be reimbursed at cost billed to Architect.

EXCLUSIONS

The following items are excluded from this proposal or assumed:

- 1. Solar Lighting
- 2. Full DRC/Site Plan Approval process.
- 3. Architectural review committee approval process.
- 4. Presentation to the City Commission and Community Organizations.
- 5. Water & sewer As-Builts
- 6. As-Builts
- 7. Additional Surveying
- 8. Renderings
- 9. **Selection of the ESD system is expected to be provided by the vendor in coordination with the Owner. CPZ will account for coordination with the ESD vendor.**
- 10. Existing fuel tanks will remain.
- 11. Landscape architecture and irrigation services.

We thank you for the opportunity to offer you these services. If this proposal meets with your approval, please sign this letter and return to my attention. If you have any questions, please contact me at 954-792-8525.

Respectfully,
CPZ ARCHITECTS, INC.



Chris P. Zimmerman, AIA
President

Accepted on _____ 2024.

By: _____

Title: _____

CPZ ARCHITECTS, INC.

MAIN: 4316 WEST BROWARD BOULEVARD, PLANTATION, FLORIDA 33317
 1601 BELVEDERE RD., S-350, WEST PALM BEACH, FL 33406
 200 NORTH EL MAR DRIVE, SUITE 201B, JENSEN BEACH, FL 34957
 1717 20TH STREET, SUITE 1, VERO BEACH, FL 32960
 (954) 792-8525 WWW.CPZARCHITECTS.COM



CPZ ARCHITECTS, INC.
GENERAL CONDITIONS, JANUARY, 2024

1. **AUTHORIZATION TO PROCEED**

Signing this Agreement shall be construed as authorization by CLIENT for CPZ ARCHITECTS, INC. to proceed with the Services, unless otherwise provided for in this Agreement.

2. **DIRECT & REIMBURSABLE EXPENSES**

CPZ ARCHITECTS, INC.'s Direct Expenses shall be those costs incurred on or directly for the CLIENT'S Project, including but not limited to necessary transportation costs including mileage at CPZ ARCHITECTS, INC.'s current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these EXPENSES shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by CPZ ARCHITECTS, INC. All drawing printing expenses will be billed at \$1.50 per 24"x 36" drawing sheet.

3. **OPINIONS OF CONSTRUCTION COSTS**

Any opinion of construction costs provided by CPZ ARCHITECTS, INC. will be on a basis of experience and judgment. Since CPZ ARCHITECTS, INC. has no control over market conditions or bidding procedures, CPZ ARCHITECTS, INC. does not warrant that bids or ultimate construction costs will not vary from these opinions of costs.

4. **PROFESSIONAL STANDARDS**

CPZ ARCHITECTS, INC. shall be responsible, to the level of competency presently maintained by other practicing professionals in the same type of work in CLIENT'S community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Agreement. CPZ ARCHITECTS, INC. makes no warranty, expressed or implied.

5. **ADDITIONAL SERVICES**

Services in addition to those specified in Scope will be provided by CPZ ARCHITECTS, INC. if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and CPZ ARCHITECTS, INC... In the absence of an express agreement about compensation, CPZ ARCHITECTS, INC. shall be entitled to an equitable adjustment to its compensation for performing such additional services.

6. **LIMITATION OF LIABILITY**

In recognition of the relative risks, rewards and benefits of the project to both the Client and the Architect, the risks have been allocated so that the Client agrees, to the fullest extent permitted by law and notwithstanding any other provisions of this Agreement, to limit the total liability of the Architect to the Client and all subcontractors on the project, for any and all injuries, losses, expenses, damages of any nature whatsoever or claim expenses arising out

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of this agreement, from any cause or causes, so that the total aggregate liability of the Architect shall not exceed the total compensation received by Architect under this Agreement or \$100,000, whichever is less. Such claims and causes include, but are not limited to, strict liability, negligence, professional errors or omissions, breach of contract or breach of warranty. This clause applies to all principals, directors, officers, employees, agents and servants of the Architect.

7. DISPUTE RESOLUTION

All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief.

8. PAYMENT OF CPZ ARCHITECTS, INC. / INTEREST ON PAST DUE AMOUNTS

Monthly invoices will be issued by CPZ ARCHITECTS, INC. for all Services performed under the terms of this agreement. Invoices are due and payable within 28 days of receipt. CLIENT agrees to pay interest at the rate of 1.5% per month on all past-due amounts.

9. TERMINATION FOR NONPAYMENT OF FEES

CPZ ARCHITECTS, INC. may terminate this contract by giving written notice if any CPZ ARCHITECTS, INC. invoice remains unpaid for more than 30 days. CPZ ARCHITECTS, INC.'s right to terminate this contract shall not be waived by CPZ ARCHITECTS, INC.'s continued performance during any period of investigation by CPZ ARCHITECTS, INC. to determine the reasons for CLIENT'S nonpayment.

10. TERMINATION

Either CLIENT or CPZ ARCHITECTS, INC. may terminate this Agreement by giving 30 days' written notice to the other party. In such event CLIENT shall forthwith pay CPZ ARCHITECTS, INC. in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.

11. LEGAL EXPENSES

In the event legal action is brought by either party to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, Both the CLIENT and CPZ ARCHITECTS, INC. shall be responsible for their own expenses in event the matter is settled before trial, and in the event a final judgment is issued, the losing party shall pay the prevailing party's reasonable amounts for fees, costs and expenses as may be set by the court.

12. ASSIGNMENT TO RELATED ENTITY

Notwithstanding anything in this Agreement to the contrary, in the event CPZ ARCHITECTS, INC. is not qualified and licensed in the relevant jurisdiction to provide any services required hereunder, CPZ ARCHITECTS, INC. may, without the consent of any

CPZ ARCHITECTS, INC.

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other party, assign all or any part of its obligation to provide such services to an entity related to CPZ ARCHITECTS, INC. which is qualified and licensed to provide such services in the jurisdiction involved and which is contractually bound to CPZ ARCHITECTS, INC. to provide such services.

13. INDIVIDUAL PROTECTION

It is intended by the parties to this Agreement that the Consultant’s services in connection with the project shall not subject the Consultant’s individual employees, officers or directors to any personal legal exposure for the risks associated with this project. The Owner agrees that as the Owner’s sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against the Consultant, a Florida corporation, and not against any of the Consultant’s employees, officers or directors. **PURSUANT TO SECTION 558.0035 FLORIDA STATUTES, THE CONSULTANT’S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES IT AGREES TO PROVIDE UNDER THIS AGREEMENT. NO INDIVIDUAL PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.**

14. CLIENT FURNISHED INFORMATION

CPZ ARCHITECTS, INC. will consider all information supplied by the client as accurate and correct. Extra work, or work done over because of inaccurate or incorrect information supplied by the client, will be paid for as additional services.

15. CONTRACT LIMITATIONS

This proposal shall expire after 60 days if unsigned, and the fees indicated shall be subject to an increase. The Client also agrees by signing this proposal that CPZ ARCHITECTS, INC. hourly rate shall increase after a period of one year from the date of the contract.

16. SEVERABILITY

In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

500 S. Australian Ave., Suite 850
West Palm Beach, FL 33401
Office: +1 (561) 746-6900



May 3, 2024
SENT VIA E-MAIL (heidi@cpzarchitects.com)

Ms. Heidi Rodriguez, AIA
CPZ Architects, Inc.
4316 West Broward Blvd.
Plantation, FL 33317

**Subject: North Palm Beach Golf Club Equipment Wash Down
CMA Proposal No. 24-0430.P00001.012**

Dear Ms. Rodriguez:

Chen Moore and Associates (CMA) is pleased to submit the attached Agreement for Professional Services and Scope of Services to assist your team with the civil engineering for the above-referenced project.

PROJECT INTRODUCTION

The proposed project site is located at the Village of North Palm Beach Golf Club, 951 US1, North Palm Beach Florida 33408. The Village of North Palm Beach (VNPB) has an existing environmental center at their Golf Club that is used for equipment storage and repair, chemical storage, fertilizer storage, and equipment washdown. VNPB wishes to install a new wash water recycle system and associated site work to replace the existing. The program for the project includes:

- New covered equipment washdown station with wash water recycling system
- Regrading around existing buildings to direct runoff away from building to the pond
- New access path from existing pathway to the new covered equipment washing station and bunker sand storage pile
- New access driveway from existing vehicle storage building to new covered equipment washdown station

The project design documentation package milestones are to include:

- Design Development
- Construction Documents
- Government Permitting
- Bidding Assistance
- Construction Administration

Site Plan processing shall be handled by the Client with assistance from each Consultant, as required at the VNPB.

The "Owner" is the Village of North Palm Beach (VNPB)
The "Client" is CPZ Architects (CPZ)
The "Consultant" is Chen Moore and Associates, Inc. (CMA)

SCOPE OF SERVICES

I. Civil Engineering

Civil Engineering improvements will include the following elements:

1. Demolition plans
2. Paving and grading plans for the access paths and drive, including analysis of the stormwater runoff patterns within the project area.
3. Potable water connection to existing 2" service at project site
4. Stormwater pollution prevention plans
5. Engineering details and sections
6. Technical Specifications
7. Opinion of Probable Cost
8. Permitting through the VNPB and other required agencies

The scope of services our firm shall provide is as follows:

Task 1 – Design Development – Civil Engineering

- Consultant shall attend one (1) meeting with project team for design coordination.
- Consultant shall prepare 50% civil engineering design development level drawings to include existing conditions, paving and grading, utility connection, and basic cross sections and details to the Client for Owner review.
- Consultant shall prepare stormwater calculations for the overall site, addressing modifications to the latest permit as a result of the proposed development.
- Design Development set shall be utilized for initial development review submittals to the Owner.
- Consultant shall provide an Opinion of Probable Cost

Task 2 – Construction Documents – Civil Engineering

- Upon completion of Task 1 above and written authorization from the Client, Consultant shall proceed with 100% civil engineering construction drawings.
- Consultant shall review and respond to Client and Owner comments for the 50% submittal and update plans as applicable.
- Consultant shall attend one (1) meeting with project team for design coordination.
- Consultant shall prepare 100% civil engineering construction drawings consisting of existing conditions, demolition, paving and grading, utility connection, cross sections, and details to the Client sufficient to construct the project.
- Consultant shall review and respond to Client and Owner comments on the progress submittal and update plans as applicable for the full 100% submittal.
- Consultant shall provide an Opinion of Probable Cost
- Technical Specifications will be provided on the plans. A separate specification book is not included.

Task 3 – Government Permitting

- Consultant shall support permitting efforts for the required agencies as follows:
 - Village of North Palm Beach – site plan approval and engineering review

- It is assumed that Client will submit plans and applications. CMA will provide plans and narratives to the Client to support the submittal.
- South Florida Water Management District (SFWMD)
 - CMA will permit modification for the proposed improvements.

Task 4 – Bidding Assistance – Civil Engineering

Consultant shall provide bid review upon Owner request during the procurement of the Contractor. Assistance will be limited to the following:

- Response to questions raised by bidders.
- Participate in one (1) meeting with Owner, Client, and potential bidders.

Task 5 – Construction Administration Services

- Consultant shall review and respond to shop drawings pertaining to civil engineering submitted by the Contractor.
- Consultant shall review and respond to Requests For Information (RFIs) pertaining to the civil engineering design.
- Consultant shall attend one (1) pre-construction meeting with the selected Contractor and the Client.
- Consultant shall conduct field observations during construction. Consultant assumes a maximum of five (5) site visits during construction. Consultant shall prepare a daily report of construction for each site visit. After the budgeted visits have been used, additional visits shall be provided upon written Client authorization and invoiced on an hourly basis.
- Consultant shall attend a Substantial Completion walkthrough meeting with the Contractor and the Client and generate a punch list of any observed defects and discrepancies with the Bid Documents to be corrected by the Contractor.
- Consultant shall attend a Final walkthrough with the Contractor and the Client to confirm punch list items are addressed.
- Consultant shall review as-built documents provided by the Contractor.
- Consultant shall prepare statement of completion for purpose of permit closeout, as applicable.

The basis for the above scope of services and associated fee(s) are based on the following:

- Surveying, geotechnical investigation and soil testing studies are to be provided to CMA by the Client or the Owner.
- Site Planning and associated development review will be performed by the Client.
- Client will prepare site plan.
- Site lighting is not anticipated and is not included.
- Sanitary sewer utility connections are not included.
- Potable water connection will be made to the existing service at the project site. Connections to other potable water mains are not included.
- Drainage infrastructure is not anticipated to be required and is not included. Stormwater runoff will be accommodated with site grading.
- Environmental engineering, remediation, and permitting including wetland delineation or mitigation, chemical treatment, discharge or storage, and tree removals are not part of this scope of services.
- Sizing of new water service will be provided by the Client. It is assumed that the existing water service is of adequate size and a new connection to a larger main will not be required.



- Landscape architecture and irrigation services are not included.
- It is assumed that SFWMD will accept a modification of the existing site stormwater permit for these improvements. Submission for a new permit will require additional services.
- No permitting is required through Seacoast Utility Authority or the Palm Beach County Health Department for the potable water connection.
- Client to provide permit application fees.
- Contractor to obtain any necessary NPDES NOI permits.
- Contractor to prepare any dewatering plans and obtain dewatering permits.
- Contractor shall submit “rock” as-builts prior to installing pavement surface asphalt and/or concrete.
- Client shall require site contractor to prepare final as-builts (prepared by a licensed surveyor) for review as part of the construction administration services phase.

Information to be provided by Client:

- If applicable, a digital file in AutoCAD 2016 or more current format of the proposed site plan.
- A signed and sealed boundary and topographic survey and associated digital CAD file.
- A letter from the property owner granting access to the site and giving approval for Consultant to perform the services listed above.
- Filing and permit application fees, review fees, impact fees or any other associated assessments by other governments/agencies.
- Copies of all relevant data, including correspondence, reports, plans or information in Client’s possession which may be beneficial to the work effort performed by Consultant.
- Previous reports and assessments.
- Legal description of the site.

SCHEDULE AND FEES

Consultant shall schedule work upon receipt of signed approval for this project as required. Per discussions with your team, the goal is to start immediately upon receipt of a notice to proceed, official authorization from the Client, and retainer.

The total lump sum fee for this project is as follows:

Task	Task Description	Lump Sum Fees
Task 1	Design Development	\$7,800
Task 2	Construction Documents	\$7,800
Task 3	Government Permitting	\$5,400
Task 4	Bidding Assistance	\$1,600
Task 5	Construction Administration Services	\$5,550
	<i>Total</i>	\$28,150.00

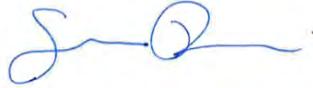
Permit fees are excluded. Reimbursables requested by the Client shall be invoiced as defined in our General Conditions/Provisions.

500 S. Australian Ave., Suite 850
West Palm Beach, FL 33401
Office: +1 (561) 746-6900



Should you have any questions, please do not hesitate to contact me at my office at (561) 746-6900 x1035, my cell phone at (954) 650-7996 or send me an electronic message at sdombrowski@chenmoore.com.

Respectfully submitted,



CHEN MOORE AND ASSOCIATES
Suzanne Dombrowski, P.E., ENV SP
Principal Engineer / Office Leader

Attachment(s): Exhibit A General Conditions/Provisions
 Exhibit B AGREEMENT FOR PROFESSIONAL SERVICES - WORK
 AUTHORIZATION



EXHIBIT A

GENERAL CONDITIONS/PROVISIONS

These general conditions are attached and made part of proposals and Agreements for services rendered by Chen Moore and Associates (CMA), the Consultant.

1.0 Standard of Care

Consultant, providing services under the Agreement, will endeavor to perform in a manner consistent with the degree of care and skill exercised by members of the same profession under similar current circumstances. The Consultant cannot and does not warrant or guarantee that the Client's project will comply with all interpretations of the Americans with Disabilities Act (ADA) requirements.

2.0 Basic Services

Consultant shall provide the mutually agreed-upon services outlined in this Agreement. Any services not specifically outlined in this Agreement are specifically excluded from the scope of Consultant's services. Consultant assumes no responsibility to perform any services not specifically addressed in the Agreement.

3.0 Additional Services

If mutually agreed to in writing by the parties, in advance, Consultant will provide additional services, which shall be documented and appended hereto. Additional services are not included as part of the basic scope of services and shall be paid for by Client in addition to the payment for basic services. Payment for additional services shall be as mutually agreed to by the parties.

4.0 Client Responsibilities

Unless otherwise designated in writing, the Client's representative with respect to the services to be rendered under the Agreement shall be the individual designated for the authorized signature. Client shall provide all criteria and information required for Consultant to perform services under the Agreement. Client shall provide for access to and make all provisions for Consultant to enter upon public and private property as required to perform services under the Agreement.

5.0 Compensation

- a) Monthly progress invoices for basic services and additional services shall be submitted to the Client by Consultant based on percentage complete for each project task. Hourly services shall be invoiced based on applicable hourly rates in accordance with the Rate Schedule which is subject to semi-annual adjustment.
- b) These invoices are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days.
- c) In order to provide uninterrupted service by Consultant, Client is required to promptly pay submitted invoices. Client shall have a fourteen (14) day review period to request clarification or additional information regarding an invoice. If no request is made during the review period, the invoice is deemed approved and payment shall be made in the full amount of the invoice.
- d) If Client fails to make payments when due or otherwise breaches the Agreement, Consultant may suspend performance of services with *seven (7) days written* notice to Client. Consultant shall have no liability whatsoever to Client for any costs or damages whatsoever as a result of such suspension caused by any breach of the Agreement by Client. Upon payment in full by Client, Consultant may, upon written agreement of both parties, resume services under the Agreement and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for Consultant to resume performance.
- e) Payment of invoices is in no case subject to unilateral discounting or setoffs by Client and payment is due regardless of suspension or termination of the Agreement by either party.

6.0 Permit, Agency and Application Fees

Client shall be responsible for and pay all project-related fees including, but not limited to, permitting, filing, recording, inspection, plan review, DRI, PUD, rezoning and other related fees.

7.0 Collection Costs

In the event that any invoice or portion thereof remains unpaid for more than thirty (30) days following the invoice date, Consultant may initiate legal action to enforce the compensation provision of the Agreement. Consultant is entitled to collect any judgment or settlement sums due, reasonable attorney fees, court costs, interest and expenses incurred by Consultant in connection with the collection of any amount due under the Agreement.



8.0 Reimbursables

Project-related expenses such as travel, lodging, per diem, long distance communications, postage, shipping, reproductions, approved subcontracted services and other necessary and customary costs shall be paid to Consultant by Client. These reimbursables shall be compensated at:

- Unit prices per Consultant's Rate Schedule.
- Out-of-pocket expenses billed at a multiplier of 1.15 to cover processing costs.

9.0 Taxes

Any government-imposed taxes or fees shall be added to the invoice and paid by Client to Consultant for services under the Agreement.

10.0 Indemnification

- a) Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless Consultant, its officers, employees and independent subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or connected with the Agreement or performance by any of the parties above-named, of the services performed under the Agreement, except (i) those damages, liabilities or costs attributed to the negligent acts or negligent failures to act by Consultant specifically in the performance of the Agreement, or (ii) those liabilities or costs attributed to grossly negligent or intentional acts by Consultant occurring other than in the specific performance of the Agreement.
- b) Client agrees that as Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Consultant, a Florida corporation, and not against any of Consultant's employees, officers or directors, and specifically waives the bringing of any such claims against said individuals.
- c) In the event that any third party, whether or not such third party is a party to this Agreement, should bring an action, assert a claim, or have imposed upon Consultant, its officers, directors, employees and independent subconsultants any judgment, damages or liability where such claim is, in any way whatsoever, asserted due to the existence of this Agreement or any services rendered or performed by Consultant, its officers, employees and independent subconsultants in connection therewith, Client agrees to indemnify and hold Consultant, its officers, employees and independent subconsultants harmless of and from any and all claims, liabilities, damages, costs, judgment or other amounts which may be awarded against Consultant, its officers, directors, employees and independent subconsultants, or any of the foregoing.
- d) Client shall require that Contractor indemnify and hold harmless Consultant, its officers, directors, employees and independent subconsultants, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of its contract with Client. In addition, Client shall require that Contractor endorse Consultant as an Additional Insured to the same extent Client is endorsed by Contractor as an Additional Insured. Consultant shall be an express third-party beneficiary of the contract between Client and Contractor solely for the limited purpose of this indemnification and insurance requirement.

11.0 Limitation of Liability

In recognition of the relative risks and benefits of the project to both Client and Consultant, Client agrees to the fullest extent permitted by law, to limit the liability of Consultant and/or its employees, officers, directors, partners, agents and/or representatives to Client and/or any person and/or entity claiming by and/or through Client for any and all claims, losses, costs, damages or claim's expenses from any cause or causes, including, but not limited to, attorney fees and costs resulting from Consultant's negligent acts, errors and/or omissions. The total liability of Consultant to Client shall in no event exceed \$100,000.

PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF CONSULTANT'S PERFORMANCE OF THIS AGREEMENT.

12.0 Instruments of Service Ownership

- a) All reports, plans, specifications, electronic files, field data, notes and other documents and instruments prepared by Consultant as the Agreement's instruments of service shall remain the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto.
- b) Instruments of service by Consultant are for the sole use of Client and are not to be copied or distributed, in any manner, to a third party, without the express written permission of Consultant. Electronic information or files are for informational purposes only. It is the responsibility of Client to verify the accuracy of the information therein and to hold Consultant harmless for any damages that may result from the use of the information. Client at his own cost shall be responsible for validating any and all electronic information provided.

13.0 Governing Law

Client and Consultant agree that the Agreement and any legal actions concerning said Agreement shall be governed by the laws of the State of Florida.

14.0 Mediation/Dispute Resolution

- a) To resolve any conflict which might arise during the performance of the Consultant's services under the Agreement, or during the construction of the Project, and/or following the completion of the project, Client and Consultant agree that, prior to filing a lawsuit, all disputes, arising out of the Agreement or otherwise pertaining to the performance of services by Consultant, shall be first submitted to non-binding mediation. Failure by any party to fully comply with the pre-suit mediation provision shall, upon finding by a court and/or jury, constitute a waiver of this condition precedent. The fees and/or costs of mediation shall be equally borne by the parties to the Agreement.
- b) In the event of litigation, disputes shall be resolved in the circuit court of the Florida county in which the Project is located under the Agreement. The prevailing party in such litigation shall be entitled to recover from the non-prevailing party all reasonable attorney fees, taxable court costs, expert witness fees and costs, demonstrative evidence costs, and such other reasonable fees and/or costs generally associated with the litigation of such matters, as determined upon hearing, post-trial, by the court.
- c) Irrespective of any contract provision or obligation of either party hereunder pursuant to contract or agreement with person(s) and/or entity(ies) not specifically named herein, Consultant shall not be obligated to participate in, nor be a named party in, any arbitration proceeding without the express written consent of Consultant.

15.0 Delays

- a) In the event the project under the Agreement is delayed by any act or omission by Client or any other causes beyond Consultant's exclusive control, Client agrees that Consultant is not responsible for any and all damages arising directly or indirectly from such delays. If the delays resulting from any such causes are fifteen (15) days or more, or increase the cost or time required by Consultant to perform its services in an orderly and efficient manner, Consultant shall be entitled to an equitable adjustment in schedule and/or compensation prior to re-commencing work on the project.
- a) Client recognizes and agrees that factors both within and without Consultant's control may delay the work performance, permit issuance, design and construction of the project. Client agrees that it shall not be entitled to any claim for damages due to hindrances or delays from any cause whatsoever including, but not limited to: the production of contract documents; review of documents by any government agency; issuance of permits from any government agency, beginning of completion of construction; or performance of any task of the work pursuant to the Agreement. Permitting is a regulatory function and Consultant does not guarantee issuance of any permit. Agency reviews and permitting are deemed 'factors' outside of the Consultant's control.

16.0 Termination

The Agreement and the obligation to provide further services under the Agreement either party may terminate this Agreement upon seven (7) days written notice, during which period the non-terminating party fails to cure a material or substantial breach of a provision of this Agreement. Consultant shall have the right to terminate this Agreement for Consultant's convenience and without cause upon giving the Client seven (7) days written notice. In the event of termination of the Agreement by either party, Client shall within fifteen (15) calendar days of termination, pay Consultant for all services rendered to date, all reimbursable costs and termination expenses incurred by Consultant up to the date of termination, in accordance with the payment provisions of the Agreement.

17.0 Renegotiation of Fees

Consultant reserves the right to renegotiate fixed fees to reflect changes in price indices and pay scales applicable to the period when services are rendered.



18.0 Construction Phase

- a) Consultant shall not, during any site visits or as a result of observing Contractor’s work in progress, have any authority, duty or responsibility to supervise, manage, direct or have control over Contractor’s work. Nor shall Consultant have any authority, duty or responsibility for, or control over, the means, methods, techniques, sequences or procedures of construction selected by Contractor(s) for safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its work. Consultant can neither guarantee the performance of the construction contracts by Contractor(s) nor assume any responsibility for Contractor’s failure to finish and perform its work in accordance with the contract documents.
- b) If construction phase services including project observation or review of the Contractor’s performance are not part of this Agreement, such services shall be provided for by the Client. The Client assumes all responsibility for interpretations of the Contract Documents and for construction observation; and the Client waives any claims against the Consultant that may be in any way connected thereto.

19.0 Signage

Client agrees to provide Consultant with a location for Consultant’s temporary construction signage on the project site before and during construction activities.

20.0 Notice

That, whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit.

FOR CMA

Peter Moore P.E., President
Chen Moore and Associates
500 W. Cypress Creek Road, Suite 630
Fort Lauderdale, FL 33309

21.0 Successors and Assigns

Neither party to the Agreement shall transfer, sublet or assign any rights under or interest in the Agreement (including, but without limitation, monies that may become due or monies that are due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by Consultant shall not be considered as an assignment for purposes of the Agreement.

22.0 Force Majeure

Except with respect to payment obligations under this Agreement, neither party will be liable for any breach or failure to perform under this Agreement or any other documents incorporated by reference herein if such breach or failure to perform is due to acts beyond the reasonable control of such party, which include by way of illustration, acts of God or public enemy or terrorist act, acts of Federal, state or local government, either in its sovereign or contractual capacity, fire, floods, civil disobedience, strikes, lock-outs, freight embargoes, pandemics, or any other cause or conditions beyond such party’s reasonable control; provided, however, that the party which has been so affected will (i) promptly give written notice to the other of the fact that it is unable to so perform and the cause(s) therefore; and (ii) resume its performance under this Agreement immediately upon the cessation of such cause(s).

500 S. Australian Ave., Suite 850
West Palm Beach, FL 33401
Office: +1 (561) 746-6900



EXHIBIT B

AGREEMENT FOR PROFESSIONAL SERVICES - WORK AUTHORIZATION

CMA Project Name: **North Palm Beach Golf Club Equipment Wash Down**
Client Name: **CPZ Architects**
Client Contact: **Heidi Rodriguez, AIA**
Client Address: **4316 West Broward Boulevard, Plantation FL 33317**
Client Phone/Fax: **954.792.8525 x 107**
Client E-mail: **heidi@cpzarchitects.com**

CMA Proposal No. **24-0430.P00001.12**
Agreement Date: **May 3, 2024**

FEE: Lump Sum of **\$28,150.00.**

The undersigned agree to the attached Scope of Services, General Conditions and Provisions which are incorporated and made a part of this Agreement. Any additional requested services will be addressed in a separate Agreement.

CHEN MOORE AND ASSOCIATES, INC. (CONSULTANT)

Authorized Signature

Suzanne Dombrowski, P.E., ENV SP, Principal Engineer / Office Leader – Palm Beach
Print Name/Title

Date

CPZ Architects (CLIENT)

Authorized Signature

Print Name/Title

Date

May 2, 2024

Heidi Rodriguez
CPZ Architects, Inc.
1601 Belvedere Rd., Suite 305-S
West Palm Beach, Florida 33406

Re: North Palm Beach CC Metal Building
North Palm Beach, FL
Project No.: 583.001

We are pleased to submit the following proposal for Consulting Structural Engineering Services for the subject project. Our proposal is based on information supplied by your office. This project consists of the structural design and drafting of a 3,000 sq. ft. metal building foundation. We will estimate the layout of the metal building columns and framing.

Our services during the **schematic design phase** will include the following:

1. Consult with the Architect to determine project goals and requirements.
2. Develop narrative or other media that illustrate the concepts of the design.

Our services during the **design development phase** will include the following:

1. Provide drawings that specify design elements.
2. Produce plans and sections that provide structural development and outline material specifications.

Our services during the **construction document phase** will include the following:

1. Preparation of structural drawings, which will be signed and sealed for building permit application.

Our services during **construction administration phase** will include the following:

1. Review of structural submittals only for their general conformance with the design concept of the project.
2. Make up to 1 field visit/meeting to the site during construction when requested by the client.
3. Responding to the Building Department or construction questions.

Our base fee for these services will be broken down as follows:

Schematic Design.....	\$ 625.00
Design Development	\$1,875.00
Construction Documents	\$2,200.00
Construction Administration.....	\$1,550.00
Total	\$6,250.00

If additional field visits during construction are required, they will be billed at \$500.00 per visit, plus expenses, but only if requested by the client.

Early release structural drawings require two (2) permitting processes and are not included in our base fee.

We assume the structure is located above the floodplain. Hydrostatic slab design is not included in our base fee.

We will invoice for the expense of all printing. Reimbursable expenses such as air travel, mileage to and from the job site and Federal Express unless the client or time restraints require a courier service, will be invoiced with a multiplier of 1.2.

This proposal is valid for six (6) months from the date issued. If work is stopped for more than three (3) months, additional fees will be required to restart the project. Additional services beyond the scope of this proposal may be provided on a flat fee basis or on an hourly basis.

Our hourly rates are as follows:

RATE SCHEDULE

Principal	\$196.35/ hour
Project Manager	\$165.36/ hour
Senior Engineer	\$134.34/ hour
Project Engineer	\$124.02/ hour
CADD Operator	\$ 90.00/ hour

The prevailing rates and contract amount shall be effective on January 1, 2024, and are expected to remain as stated through December 31, 2024. Should circumstances require an adjustment to these rates prior to December 31, 2024, 30 days written notification shall be submitted in advance of the effective date of the change.

Payment is due upon receipt of services.

Contract Terms:

1. A Geotechnical Engineer will be retained by others and we will coordinate our foundation design with his findings.
2. **A conventional spread footing foundation system will be used. If deep foundations, grade beams or structurally supported slabs are required, we will increase the fee accordingly.**
3. Design of sheathing, shoring, scaffolding, formwork and other means and methods of construction will be provided by engineers retained by the contractors.
4. Our fee will be increased for revisions of design or drawings to suit changes after work is released for pricing or permits.
5. Miscellaneous iron items such as stairs, ladders, catwalk and railings will be designed and signed and sealed by the fabricator's engineer and reviewed by O'Donnell, Naccarato, Mignogna & Jackson, Inc.
6. Services related to mold, asbestos materials, detection, modification or process will be provided by others.
7. The scope of services for this project does not include any other structural work in the existing building **including engineering to repair unforeseen problems with the existing structure or to upgrade the existing structure to meet current building codes.**
8. The scope of services for this project does not include design and drafting of specialty engineering items such as heavy timber, wood trusses, precast concrete, MEP roof top equipment attachments, light poles, or aluminum framing. We will provide performance specifications only for any cold-formed steel framing where required at the exterior walls and soffits. We will require signed and sealed shop drawings and calculations from the cold-formed steel contractor's engineer. If the cold form designer requests additional structural steel for the purpose of reducing cost or complexity of exterior curtain wall system, this will be considered value engineering and will be treated as an additional service.
9. The creation of record documents, which generally include incorporation of RFI information into our drawings or construction related changes to contract documents, is considered additional services.

PURSUANT TO F. S. 558, AN INDIVIDUAL EMPLOYEE OR AGENT MAY NOT BE HELD INDIVIDUALLY LIABLE FOR NEGLIGENCE.

Our base fee does not include reinforcing/changing existing walls, foundations, columns, beams, or roof structure for change of occupancy, or other code necessities that require upgrading the building to meet increased envelope wind pressures.

Structural elements are not water resistant. Water proofing, roofing and envelope water resistance scope of work is specifically excluded and not provided by ONM&J.

If the Client requests in writing that our firm provide any specific construction phase services and if our firm agrees in writing to provide such services, then we shall be compensated as Additional Services as provided for in this contract.

In the event of a claim of breach of contract or professional negligence the client agrees that the liability of O'Donnell, Naccarato, Mignogna & Jackson, Inc. and its professionals, employees, consultants and inspectors is limited to the amount of the fee or applicable limits of professional liability insurance, whichever is lesser.

The General Contractor is solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. O'Donnell, Naccarato, Mignogna & Jackson, Inc. and its professionals, inspectors and employees are not responsible for the means and methods of construction or for related safety precautions and programs.

Payment for services is your direct obligation and is not contingent upon any other payment schedules pursuant to other contracts or financial arrangements. If payment is not received within 30 days of your receiving our invoice, you agree to actively participate with us in our efforts to collect our fee directly from your client. Also, we have the option to cease providing services during that time and we cannot be held responsible for costs generated by our work stoppage.

Please call if you have any questions or if additional information is required. Kindly indicate your acceptance by signing and returning this document within ten (10) days. Should this document not be executed and returned to us, all parties acknowledge and agree that "authorization to proceed" through any other means constitutes formal acceptance of all terms and conditions contained herein.

O'DONNELL, NACCARATO, MIGNOGNA & JACKSON, INC.

Dwayne R. Jackson, P.E.
President

DRJ/avl

ACCEPTED BY _____ DATE _____

PRINT NAME _____ TITLE _____

3 May 2024

Ms. Heidi Rodriguez, AIA
CPZ Architects, Inc.
Vice President
1601 Belvedere Road, Suite 305-S
West Palm Beach, FL 33306

Ref: Professional Services Fee Proposal – MEP Design Engineering
Village of North Palm Beach Golf Course – Metal Building

OCI Associates is pleased to present our fee proposal for the above-referenced project. Following is a scope of work and compensation for the project.

Project Description:

The project scope is a new water reclamation building that will consist of 3 to 4 bays. The building will be an open metal building. One or two bays where the ESD water reclamation equipment will be located will be enclosed. Adjacent building has the electrical capacity to support this new building, thus not requiring a new incoming electrical service to the Golf Course.

Scope of Work:

Our basic scope of work will include:

1. Site Survey of Existing Conditions.
2. Design Team Meetings, as necessary.
3. MEP Construction Documents and Specifications

Mechanical Engineering – Ventilation design (exhaust fans) for the bays that will be enclosed.

Electrical Engineering – New Lighting, controls and Power design for the water reclamation equipment designed by others. Power design will also include the documentation of the electrical distribution of the adjacent building that will support the new metal building. Lightning protection system and associated grounding will be a part of the design.

Plumbing Design – Hose Bibs and Floor Drain Design.

4. Responses to any Review Comments.
5. Construction Administration Services – Shop Drawing Review, Responses to Contractor RFI's and if Necessary, up to 2 Site Visits for Observation of Work, during Construction.

Compensation for Services:

Our fee for these design efforts will be \$7,500.00, plus customary reimbursable expenses. Our anticipated billing schedule will be as follows:

50% Construction Documents	\$3,000.00
100% Construction Documents	\$3,000.00
Construction Administration	\$1,500.00

Reimbursable Expenses:

Printing/Reproduction and Methods of Delivery to be Billed at Direct Cost.

Additional Expenses:

Services requested or required beyond the basic scope of work shall be negotiated on an as needed basis at with time a proposal for additional services will be provide.

PURSUANT TO FLORIDA STATUTE § 558.035, AN INDIVIDUAL EMPLOYEE OR AGENT OF OCI ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT.

Thank you very much for this opportunity. Should you have any questions or require further clarification, please do not hesitate to call.

Respectfully,



Randy Stewart
Principal

Accepted By:

Signature: _____
Name/Title (printed): _____
Date: _____



OCI ASSOCIATES

600 S Orlando Ave, Maitland, FL 32751 | 407-332-5110 | www.ociassociates.com

Orlando. Fort Pierce. Fort Myers. West Palm Beach. Tampa. Washington DC. Miami. Dallas. San Francisco.

18 June 2024



Ms. Heidi Rodriguez, AIA
CPZ Architects, Inc.
Vice President
1601 Belvedere Road, Suite 305-S
West Palm Beach, FL 33306

Ref: Professional Services Fee Proposal – Fire Protection Design Engineering
Village of North Palm Beach Golf Course – Metal Building

OCI Associates is pleased to present our fee proposal for the above-referenced project. Following is a scope of work and compensation for the project.

Project Description:

Provide fire protection design engineering to support the new metal warehouse building.

Scope of Work:

Our basic scope of work will include:

1. Design Team Meetings via teleconference, as necessary.
2. Review of Fire Flow Pressure Test (by Others)
3. Fire Protection Construction Documents and Specifications
4. Responses to any Review Comments.
5. Construction Administration Services to include Shop Drawing Review, Responses to Contractor RFI's and if Necessary, a Site Visit for Observation of Work, during Construction.

Compensation for Services:

Our fee for these design efforts will be \$5,640.00, plus customary reimbursable expenses. Our anticipated billing schedule will be as follows:

50% Construction Documents	\$2,500.00
100% Construction Documents	\$2,500.00
Construction Administration	\$640.00



Reimbursable Expenses:

Printing/Reproduction and Methods of Delivery to be Billed at Direct Cost.

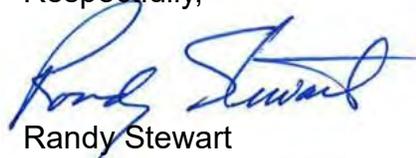
Additional Expenses:

Services requested or required beyond the basic scope of work shall be negotiated on an as needed basis at with time a proposal for additional services will be provide.

PURSUANT TO FLORIDA STATUTE § 558.035, AN INDIVIDUAL EMPLOYEE OR AGENT OF OCI ASSOCIATES, INC. MAY NOT BE HELD INDIVIDUALLY LIABLE FOR DAMAGES RESULTING FROM NEGLIGENCE OCCURRING WITHIN THE COURSE AND SCOPE OF PROFESSIONAL SERVICES RENDERED UNDER THIS PROFESSIONAL SERVICES CONTRACT.

Thank you very much for this opportunity. Should you have any questions or require further clarification, please do not hesitate to call.

Respectfully,



Randy Stewart
Principal

Accepted By:

Signature: _____
Name/Title (printed): _____
Date: _____

May 3, 2024

Ms. Heidi Rodriguez
CPZ Architects, Inc.
4316 West Broward Boulevard
Plantation, FL 33317

**Re: Village of North Palm Beach Golf Course Site Improvements – 951 U.S. Highway One
Specific Purpose Survey for Installation of a New Steel Water Reclamation Building**

Dear Heidi:

Thank you for the opportunity to provide you with the following services for the subject site. This proposal is based on documentation and information provided by your office. The scope of services is as follows:

SCOPE OF SERVICES

I. HORIZONTAL PROJECT NETWORK CONTROL

The survey will be oriented to Palm Beach County horizontal control (NAD 83/11 Adjustment). We will obtain the sectional and geodetic control information from the Palm Beach County Survey Department.

II. VERTICAL PROJECT NETWORK CONTROL

A level run will be performed onsite using the existing Palm Beach County benchmarks (NAVD 1988). At least two benchmarks will be set onsite.

III. TIE IN IMPROVEMENTS AND CROSS SECTIONS

A specific purpose/topographic survey will be done at the site tying in all above ground features. This will include but not be limited to buildings, pavement, walks, utilities, lakes, canals and drainage structures. We will obtain elevations on the site on an approximate 50' grid. We will locate sufficient points to give an accurate representation of the lay of the land. Approximate limits of the survey are shown outlined in red and highlighted in yellow on Attachment 'B'. No soundings are proposed.

IV. AS-BUILT

We will attempt to get as-built information on all the pipes leading out of any storm or sanitary sewer structures found. We will show invert elevations, pipe sizes and materials for all pipes located including outfall pipes.

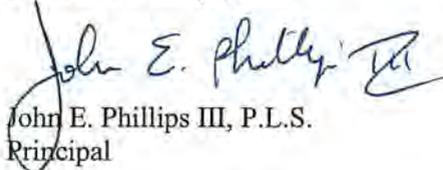
V. TREE SURVEY

We will locate and tag native trees 4 inches in diameter or larger. Trees will be measured at breast height, and palms will be measured at clear trunk height. Hedges and ground cover will not be located or shown on the survey. Exotic trees such as Melaleuca, Brazilian pepper and Australian pine will not be located or shown on the survey. We will identify the various types of trees located on this site based on common knowledge of tree species. A qualified landscape architect should be employed for positive identification of tree species. We will then produce a drawing showing all the trees located. We will provide you with signed and sealed hard copies and an AutoCAD file of the trees located.

VI. CLOSURE

A drawing will be produced which will show all the features located. We propose to provide CPZ Architects, Inc. with hard copies, a digitally signed PDF file, and an AutoCAD file in the version requested. We will perform the scope of services for a **lump sum fee of \$9,995.00** (see Attachment 'A' for an hourly breakdown). Any additional work will be done on an hourly basis as approved by you. Please do not hesitate to call me with any questions you might have regarding this proposal. We look forward to working with you on this project.

Brown & Phillips, Inc.



John E. Phillips III, P.L.S.
Principal

Attachment

JEP/mb

This Proposal accepted this ____ day of _____, 2024

By: _____
CPZ Architects, Inc.

Print Name: _____

Title: _____

ATTACHMENT 'A'

Village of North Palm Beach Golf Course Site Improvements – 951 U.S. Highway One
Installation of a New Steel Water Reclamation Building

Type of Survey: Specific Purpose / Topographic

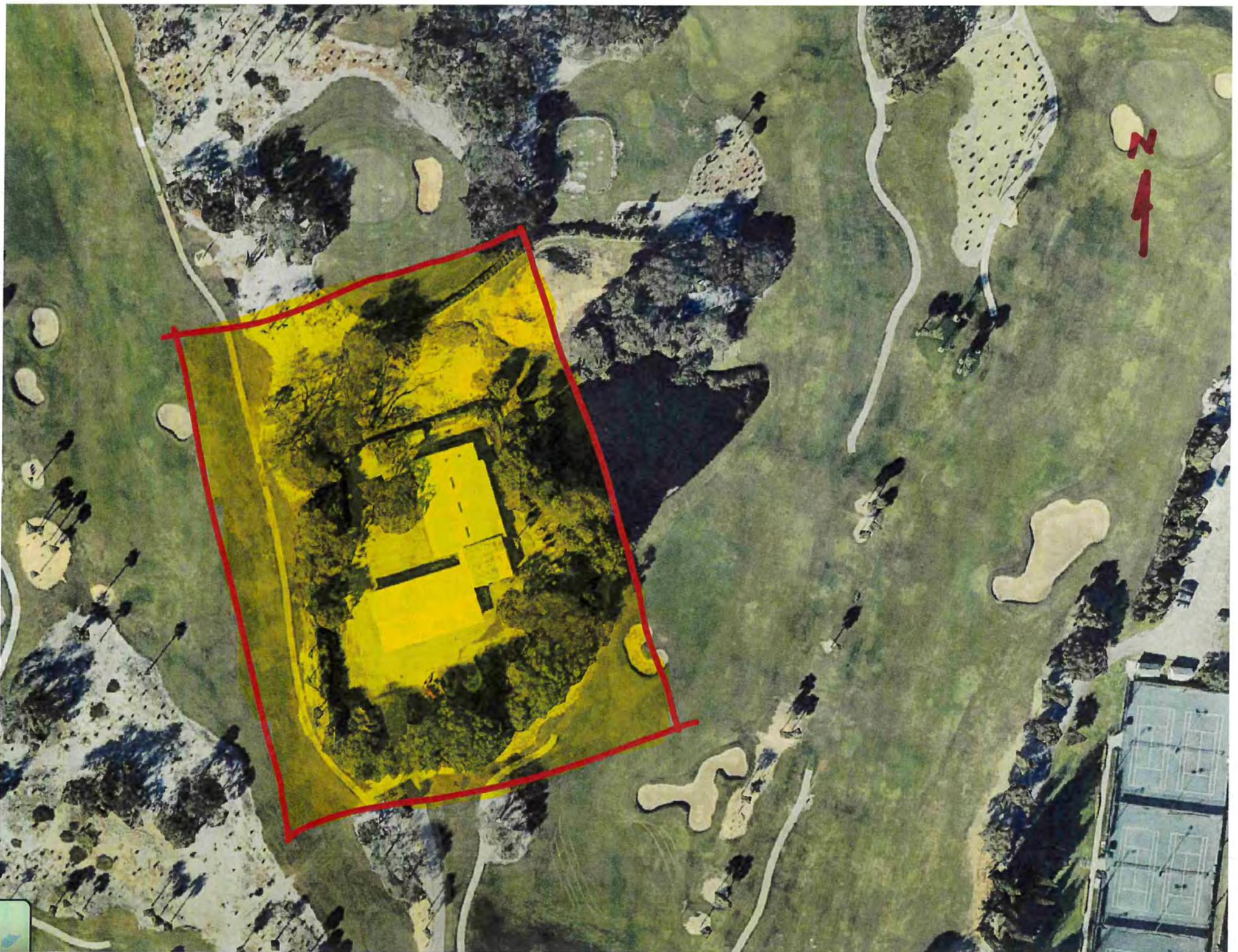
Size:

Date: May 3, 2024

TASK	SURVEY CREW	CADD TECH	SURVEY TECH	PLS	COMMENTS
Meetings and Coordination				1	
Horizontal Project Network Control	4		6	1	Set control points and work up boundary
Vertical Project Network Control	7		1		Establish onsite benchmarks
Tie In Improvements and Cross Sections	24		2	1	Locate above ground features, 50' cross sections & spot elevs.
Asbuilt	2		0.5		Obtain asbuilt data
Trees	3		0.5		Locate trees over 4" in diameter (not exotics)
Drawing		16	4	2	Prepare specific purpose survey
Total Hours:	40	16	14	5	
Rate/Hour	\$150.00	\$105.00	\$110.00	\$155.00	
Subtotal:	\$6,000.00	\$1,680.00	\$1,540.00	\$775.00	
Total Labor Cost:					\$9,995.00

TOTAL PRICE

\$9,995.00





16200 NW 59th Avenue, Suite 106
Miami Lakes, FL 33014
P 305-820-1997
F 305-820-1998
Terracon.com

May 9, 2024

CPZ Architects
4316 West Broward Boulevard
Plantation, FL 33317

Attn: Ms. Heidi Rodriguez
P: (954) 792-8525
E: heidi@cpzarchitects.com

RE: Proposal for Geotechnical Engineering Services
Village of North Palm Beach (VNPB) Metal Building
951 US-1
North Palm Beach, FL
Terracon Proposal No. P34245009

Dear Ms. Rodriguez:

We appreciate the opportunity to submit this proposal to CPZ Architects (CPZ) to provide Geotechnical Engineering services for the above referenced project. The following are exhibits to the attached Agreement for Services.

Exhibit A	Project Understanding
Exhibit B	Scope of Services
Exhibit C	Compensation and Project Schedule
Exhibit D	Site Location

Our base fee to perform the Scope of Services described in this proposal is \$ 8,800 with an anticipated delivery date of report at 25 workdays after completion of field work. The Private utility locate service can be provided for an additional \$ 1,500. Total fees for the project will be \$ 10,300. Exhibit C includes details of our fees and consideration of additional services as well as a general breakdown of our anticipated schedule.

Your authorization for Terracon to proceed in accordance with this proposal can be issued by signing and returning a copy of the attached Agreement for Services between CPZ and Terracon to our office.

Terracon

Rutu Nulkar, P.E.
Geotechnical Dept. Manager

for 
Douglas Dunkelberger, P.E.
Principal

AGREEMENT FOR SERVICES

This AGREEMENT is between CPZ Architects ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the New Wash Area and Water Reclamation Building project ("Project"), as described in Consultant's Proposal dated 05/09/2024 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

10. **CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.**
11. Dispute Resolution. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. Testing and Observations. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
14. Sample Disposition, Affected Materials, and Indemnity. Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. Ownership of Documents. Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. Utilities. Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

PURSUANT TO SECTION 558.0035 OF FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE.

Consultant: Terracon Consultants, Inc.

Client: CPZ Architects

By: _____ Date: 5/9/2024

By: _____ Date: _____

Name/Title: Douglas S. Dunkelberger, P.E. / Principal

Name/Title: Heidi Rodriguez, AIA / Vice President

Address: 5371 NW 33rd Ave, Ste 201

Address: 4316 W Broward Blvd

Ft Lauderdale, FL 33309-6346

Plantation, FL 33317-3762

Phone: (954) 741-8282 Fax: (954) 741-8240

Phone: _____ Fax: _____

Email: Doug.Dunkelberger@terracon.com

Email: heidi@cpzarchitects.com

Exhibit A – Project Understanding

Our Scope of Services is based on our understanding of the project as described by CPZ and the expected subsurface conditions as described below. We have visited the project site to confirm the information provided. Aspects of the project, undefined or assumed, are highlighted as shown below. We request CPZ and/or the design team verify all information prior to our initiation of field exploration activities.

Planned Construction

Item	Description
Information Provided	The project information was provided to us via email dated April 19, 2024 and site visit performed on April 26, 2024
Project Description	The project includes design of metal building for new wash area and water reclamation for the maintenance equipment used at the existing golf course.
Proposed Structure	The proposed facility will be a one-story metal building approximately 30 feet x 100 feet. The facility will accommodate wash area for maintenance equipment used at the golf course.
Loads (assumed)	Column loads: <ul style="list-style-type: none"> ➤ Maximum Compression: 90 kips ➤ Maximum Uplift : 15 kips Maximum Floor Slab: 150 psf
Pavements	Flexible pavement for vehicle access and parking.

Site Location and Anticipated Conditions

Item	Description
Parcel Information	The project will be located along 951 US-1 in North Palm Beach, FL.
Existing Improvements	The project is at a public golf course. The proposed area for the building is currently vacant. The grade of the project area is 3 to 4 feet higher than adjacent building due to presence of fill in the area. The existing building that is adjacent to the project area is used to store all the maintenance equipment used on the golf course.

Proposal for Geotechnical Engineering Services

Village of North Palm Beach (VNPB) Metal Building | North Palm Beach, FL

May 9, 2024 | Terracon Proposal No. P34245009



Current Ground Cover	Existing vacant parcel with grades 3to 4 feet higher than adjacent building. The fill placed within the area appears to consist of loose sands.
Existing Topography	The site is relatively flat
Site Access	Based on our site visit, we believe that a track-mounted drill rig will be required. The loose sands may not be suitable for a truck-mounted drill rig.
Soil Conditions	Based on our previous geotechnical work completed in the area, we anticipate that loose to medium dense sands will be observed within the project area.

Exhibit B - Scope of Services

Our proposed Scope of Services consists of field exploration, laboratory testing, and engineering/project delivery. These services are described in the following sections.

Field Exploration

Based on input provided by CPZ, and our experience with similar projects in the vicinity of the project site, we propose the following field exploration program.

Number of Borings	Planned Boring Depth (feet)	Planned Location ¹
2	30	Borings B-1 and B-2
2	10	Proposed driveways and pavement to enter and exit the building

1. Boring location plan will be developed once the building layout on the site is finalized.

Boring Layout and Elevations: We will use handheld GPS equipment to locate borings with an estimated horizontal accuracy of ± 10 feet. Field measurements from existing site features may be utilized. If available, approximate elevations will be obtained by interpolation from a site specific, surveyed topographic map. We can alternatively coordinate with your Project Surveyor to include locations and surface elevations in project information if so requested.

Subsurface Exploration Procedures: We will advance borings with a track-mounted drill rig using rotary wash boring techniques. Five samples will be obtained in the upper 10 feet of each boring and at intervals of 5 feet thereafter. Soil sampling is typically performed using split-barrel sampling procedures. The split-barrel samplers are driven in accordance with the standard penetration test (SPT). The samples will be placed in appropriate containers, taken to our soil laboratory for testing, and classified by a Geotechnical Engineer. In addition, we will observe and record groundwater levels during drilling and sampling.

Our exploration team will prepare field boring logs as part of standard drilling operations including sampling depths, penetration distances, and other relevant sampling information. Field logs include visual classifications of materials observed during drilling and our interpretation of subsurface conditions between samples. Final boring logs, prepared from field logs, represent the Geotechnical Engineer's interpretation and include modifications based on observations and laboratory tests.

Property Disturbance: We will grout the boreholes upon completion of the field work.

Safety

Terracon is not aware of environmental concerns at this project site that would create health or safety hazards associated with our exploration program; thus, our Scope considers standard OSHA Level D Personal Protection Equipment (PPE) appropriate. Our Scope of Services does not include environmental site assessment services, but identification of unusual or unnatural materials observed while drilling will be noted on our logs.

Exploration efforts require borings (and possibly excavations) into the subsurface, therefore Terracon will comply with local regulations to request a utility location service through SSOCOF. We will consult with the landowner/client regarding potential utilities or other unmarked underground hazards. Based upon the results of this consultation, we will consider the need for alternative subsurface exploration methods as the safety of our field crew is a priority.

Private utilities should be marked by the owner/client prior to commencement of field exploration. Terracon will not be responsible for damage to private utilities not disclosed to us. Terracon proposes to provide private utility locating services using a subcontractor. Fees associated with this service are included in our Scope of Services (See Exhibit C).

The detection of underground utilities is dependent upon the composition and construction of the utility line; some utilities are comprised of non-electrically conductive materials and may not be readily detected. The use of a private utility locate service would not relieve the landowner/client of their responsibilities in identifying private underground utilities.

Site Access: Terracon must be granted access to the site by the property owner. Without information to the contrary, we consider acceptance of this proposal as authorization to access the property for conducting field exploration in accordance with the Scope of Services. Our proposed fees do not include time to negotiate and coordinate access with landowners or tenants. Terracon will conduct field services during normal business hours (Monday through Friday between 7:00am and 5:00pm). If our exploration must take place over a weekend or at night, please contact us so we can adjust our schedule and fee.

Laboratory Testing

The project engineer will review field data and assign laboratory tests to understand the engineering properties of various soil and rock strata. Exact types and number of tests cannot be defined until completion of fieldwork, but we anticipate the following laboratory testing may be performed:

- Water content

- Grain size analysis (-200 sieve only)
- Organic content

Our laboratory testing program often includes examination of soil samples by an engineer. Based on the results of our field and laboratory programs, we will describe and classify soil samples in accordance with the Unified Soil Classification System (USCS).

Boring log rock classification is determined using the Description of Rock Properties.

Engineering and Project Delivery

The results of our field and laboratory programs will be evaluated, and a geotechnical engineering report will be prepared under the supervision of a licensed professional engineer.

The Geotechnical report will include:

- Boring logs with field and laboratory data
- Stratification based on visual soil (and rock) classification
- Groundwater levels observed during drilling
- Site Location and Exploration Plans
- Subsurface exploration procedures
- Description of subsurface conditions
- Recommended foundation options and engineering design parameters for the proposed structure
- Estimated settlement of foundations
- Typical pavement thickness recommendations for the proposed driveways

Additional Services

In addition to the services noted above, the following are often associated with geotechnical engineering services. Fees for services noted above do not include the following:

Exfiltration Test: If required, one (1) exfiltration test will be performed at the location confirmed by the civil engineer. The test will be performed in general accordance with South Florida Water Management District Usual Open-Hole Test Method to a depth of 10 feet below final grade of paved areas.

Review of Plans and Specifications: Our geotechnical report and associated verbal and written communications will be used by others in the design team to develop plans and specifications for construction. Review of project plans and specifications is a vital part of

our geotechnical engineering services. This consists of review of project plans and specifications related to site preparation, foundation, and pavement construction. Our review will include a written statement conveying our opinions relating to the plans and specifications' consistency with our geotechnical engineering recommendations. In addition, we will respond to any questions during the bidding process.

Construction Administration Services: Terracon will work with the architect CPZ and assist in responding to RFIs, reviewing any questions during construction and review and submittals related to geotechnical services.

Observation and Testing of Pertinent Construction Materials: Development of our geotechnical engineering recommendations and report relies on an interpretation of soil conditions. Our assessment is based on widely spaced exploration locations and the assumption that construction methods will be performed in a manner sufficient to meet our expectations and consistent with recommendations made at the time the geotechnical engineering report is issued. We should be retained to conduct construction observations, and perform/document associated materials testing, for site preparation, foundation, and pavement construction. These services allow a more comprehensive understanding of subsurface conditions and necessary documentation of construction to confirm and/or modify (when necessary) the assumptions and recommendations made by our engineers.

Exhibit C – Compensation and Project Schedule

Compensation

Based upon our understanding of the site, the project as summarized in Exhibit A, and our planned Scope of Services outlined in Exhibit B, our base fee is shown in the following table:

Task	Lump Sum Fee ²
Geotechnical Report – Subsurface Exploration, Laboratory Testing and Geotechnical Report	\$8,800
Private Utility Locates (at boring locations)	\$1,500
TOTAL FEES	\$10,300

1. The lump sum fee considers one drill rig mobilization and no unexpected onsite delays. If additional drill rig mobilizations are required, an additional fee of \$1,250 would be invoiced. A drill crew standby rate of \$300 per hour would be invoiced for unexpected delays.
2. Proposed fees noted above are effective for 90 days from the date of the proposal.

Our Scope of Services does not include services associated with site clearing, wet ground conditions. If such services are desired by the owner/client, we should be notified so we can adjust our Scope of Services.

Additional Services	Lump Sum Fee ²
Percolation Tests (if performed at the same time as other field exploration)	\$550
Preparation of Specifications and Review of Plans, responding to questions in the bidding process	\$2,800
Construction Administration Services (this includes responding to RFIs, reviewing any questions during construction and review and submittals related to geotechnical services)	\$6,950
Construction Material Testing Services (can be provided once the final plans and schedule of construction are developed)	TBD

Unless instructed otherwise, we will submit our invoice(s) to the address shown at the beginning of this proposal. If conditions are encountered that require Scope of Services

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May 9, 2024 | Terracon Proposal No. P34245009



revisions and/or result in higher fees, we will contact you for approval, prior to initiating services. A supplemental proposal stating the modified Scope of Services as well as its effect on our fee will be prepared. We will not proceed without your authorization.

Project Schedule – For the Geotechnical Report

We developed a schedule to complete the Scope of Services for the Geotechnical Report based upon our existing availability and understanding of your project schedule. However, our schedule does not account for delays in field exploration beyond our control, such as weather conditions, delays resulting from utility clearance, or lack of permission to access the boring locations. In the event the schedule provided is inconsistent with your needs, please contact us so we may consider alternatives.

Delivery on Client Portal	Schedule ^{1, 2}
Kickoff Call with Client	2-3 days after notice to proceed
Site Characterization	10 days after completion of field program
Geotechnical Engineering	25 days after completion of field program

1. Upon receipt of your notice to proceed we will activate the schedule component on **Client Portal** with specific, anticipated dates for the delivery points noted above as well as other pertinent events.
2. Standard workdays. We will maintain an activities calendar within on **Client Portal**. The schedule will be updated to maintain a current awareness of our plans for delivery.

SITE LOCATION

VNPB Metal Building ■ North Palm Beach, FL May 3, 2024 .
 Terracon Proposal No. P34245009

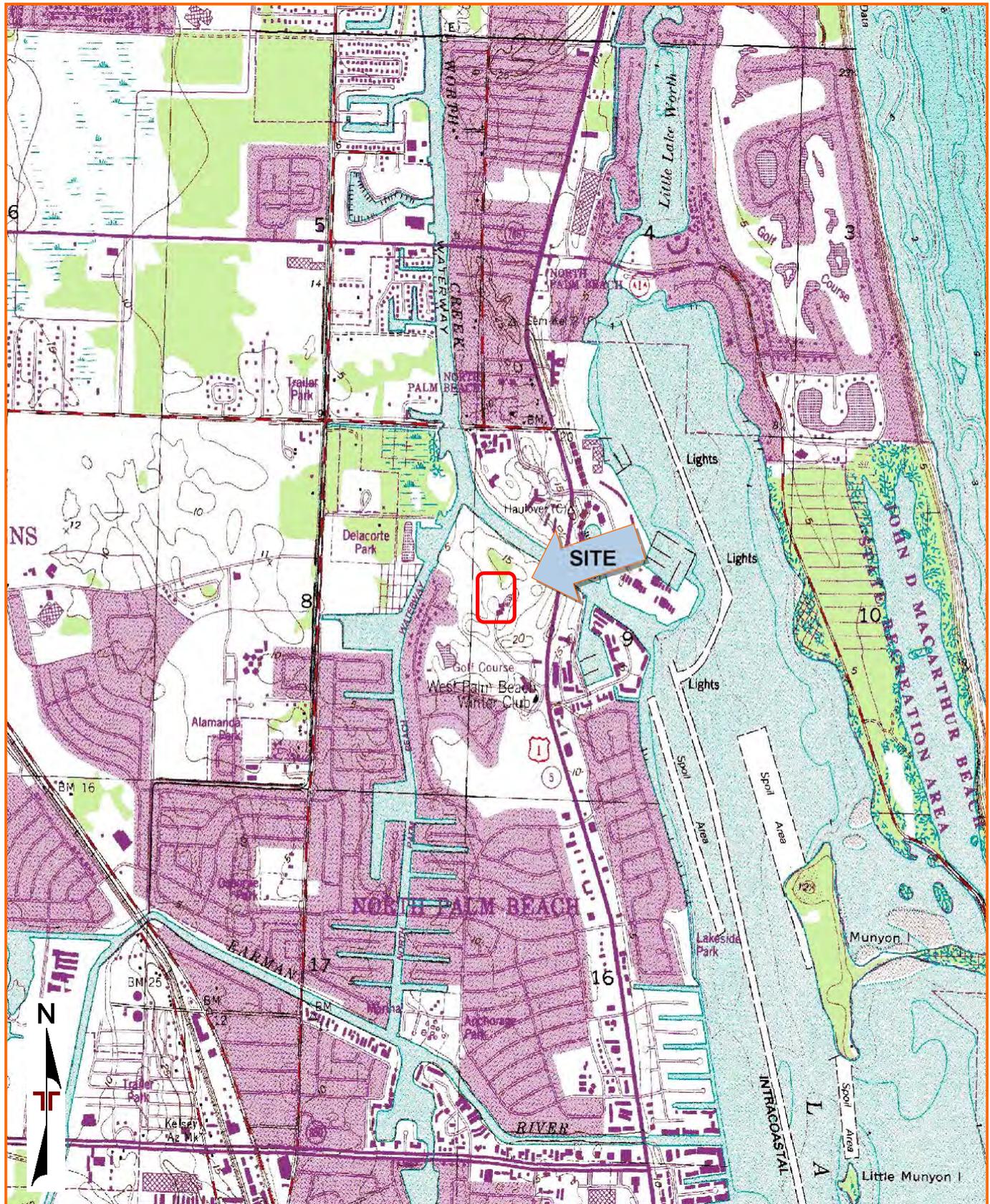


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

TOPOGRAPHIC MAP IMAGE COURTESY OF THE U.S. GEOLOGICAL SURVEY
 QUADRANGLES INCLUDE: RIVIERA BEACH, FL (1/11/1983).

SITE LOCATION

VNPB Metal Building ■ North Palm Beach, FL May 3, 2024
Terracon Proposal No. P34245009

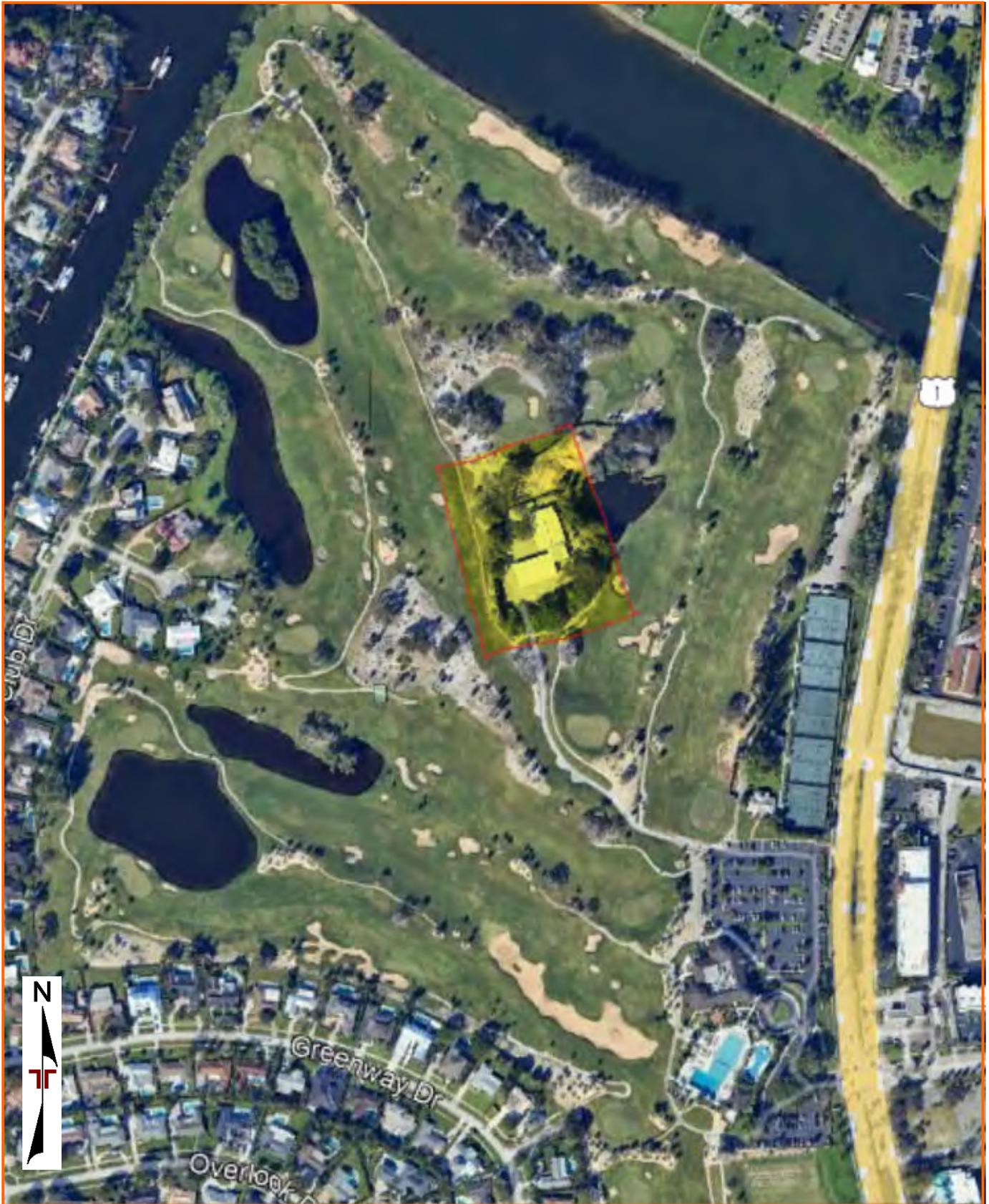


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT INTENDED FOR CONSTRUCTION PURPOSES

AERIAL PHOTOGRAPHY PROVIDED BY MICROSOFT BING MAPS



1225 Omar Rd
 West Palm Beach, FL 33405-1046
 P 561-689-4299
Terracon.com

May 3, 2024

CPZ Architects
 4316 W Broward Blvd
 Plantation, FL 33317-3762

Attn: Ms. Heidi Rodriguez, AIA
 P: (754) 248-1299
 E: heidi@cpzarchitects.com

RE: Proposal for a Phase I Environmental Site Assessment
 Proposed NPB Country Club Improvements
 951 U.S. 1
 North Palm Beach, FL 33408
 Terracon Proposal No. PHD247027

Dear Ms. Rodriguez,

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to CPZ Architects (client) to conduct a Phase I Environmental Site Assessment (ESA) of the above-referenced subject property (hereinafter known as the "site"). We understand the site is located at 951 U.S. 1 in North Palm Beach, Palm Beach County, Florida, and can be further identified on the Palm beach County Property Appraiser with Parcel Control Number 68-43-42-08-00-000-1080.

<p>Scope of Services <i>(see Section 2.0 of attached proposal detail)</i></p>	<p>Phase I ESA consistent with ASTM E1527-21</p> <ul style="list-style-type: none"> ■ Chain of Title/Environmental Lien/AUL Search not included in this fee. ■ Additional non-scope items: <ul style="list-style-type: none"> ○ Radon Records Review ○ 100% Gopher Tortoise and Burrowing Owl Survey
<p>Schedule <i>(see Section 2.4 of attached proposal detail)</i></p>	<p>15 business days from written notice to proceed</p>
<p>Compensation</p>	<p>Lump sum of \$6,200</p>

If this proposal meets with your approval, work may be initiated by returning a fully executed copy of the attached Agreement for Services and *ASTM E1527-21* User Questionnaire attached to this proposal to our West Palm Beach office. **Please provide site contact information with the signed agreement.** The terms, conditions, and



limitations stated in the Agreement for Services and sections of this proposal incorporated therein, shall constitute the exclusive terms and conditions and services to be performed for this project.

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. If you have any questions or comments regarding this proposal or require additional services, please give us a call.

Sincerely,

Terracon Consultants, Inc.

A handwritten signature in blue ink, appearing to read 'G. Skelton'.

Gabrielle K. Skelton
Staff Scientist

A handwritten signature in blue ink, appearing to read 'S. Ouellette'.

Shawn V. Ouellette
Group Manager

Attachments: ASTM E1527-21 User Questionnaire
Detailed Scope of Services
Agreement for Services

ASTM E1527-21 User Questionnaire



Date Completed		
Person Completing Questionnaire	Name: Company:	Phone: Email:
Site Name	Proposed NPB Country Club Improvements	
Site Address	951 U.S. 1, North Palm Beach, FL 33408	
Point of Contact for Access	Name: Company:	Phone: Email:
Access Restrictions or Special Site Requirements?	___No ___Yes (If yes, please explain)	
Confidentiality Requirements?	___No ___Yes (If yes, please explain)	
Current Site Owner	Name: Company:	Phone: Email:
Current Site Operator	Name: Company:	Phone: Email:
Reasons for ESA (e.g., financing, acquisition, lease, etc.)		
Anticipated Future Site Use		
Relevant Documents?	Please provide Terracon copies of prior Phase I or II ESAs, Asbestos Surveys, Environmental Permits or Audit documents, Underground Storage Tank documents, Geotechnical Investigations, Site Surveys, Diagrams or Maps, or other relevant reports or documents.	
ASTM User Questionnaire		
To qualify for one of the <i>Landowner Liability Protections (LLPs)</i> offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the " <i>Brownfields Amendments</i> "), the user must respond to the following inquiries required by 40 C.F.R. §§ 312.25, 312.28, 312.29, 312.30, and 312.31. These inquiries must also be conducted by EPA Brownfield Assessment and Characterization grantees. The <i>user</i> should provide the following information to the <i>environmental professional</i> . Failure to conduct these inquiries could result in a determination that " <i>all appropriate inquiries</i> " is not complete.		
1) Did a search of land title records (or judicial records where appropriate) identify any environmental liens filed or recorded against the site under federal, tribal, state, or local law (40 CFR 312.25)? ___No ___Yes (If yes, explain below and send Terracon a copy of the title records or judicial records reviewed.)		
2) Did a search of land title records (or judicial records where appropriate) identify any activity and use limitations (AULs), such as engineering controls, land use restrictions, or institutional controls that are in place at the site and/or have been filed or recorded against the site under federal, tribal, state, or local law (40 CFR 312.26)? ___No ___Yes (If yes, explain below and send Terracon a copy of the title records or judicial records reviewed.)		
3) Do you have any specialized knowledge or experience related to the site or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the site or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business (40 CFR 312-28)? ___No ___Yes (If yes, explain below)		
4) Do you have actual knowledge of a lower purchase price because contamination is known or believed to be present at the site (40 CFR 312.29)? ___No ___Yes ___Not applicable (If yes or Not applicable, explain below)		
5) Are you aware of commonly known or reasonably ascertainable information about the site that would help the environmental professional to identify conditions indicative of releases or threatened releases (40 CFR 312.30)? For example, (a.) Do you know the past uses of the site? (b.) Do you know of specific chemicals that are present or once were present at the site? (c.) Do you know of spills or other chemical releases that have taken place at the site? (d.) Do you know of any environmental cleanups that have taken place at the site? ___No ___Yes (If yes, explain below)		
6) Based on your knowledge and experience related to the site, are there any obvious indicators that point to the presence or likely presence of releases at the site (40 CFR 312.31)? ___No ___Yes (If yes, explain below)		
<u>Comments or explanations:</u>		

Please return this form with the signed authorization to proceed.

Proposal No. PHD247027

DETAILED SCOPE OF SERVICES

1.0 PROJECT INFORMATION

We understand the site is located at 951 U.S. 1 in North Palm Beach, Palm Beach County, Florida, and can be further identified on the Palm beach County Property Appraiser with Parcel Control Number 68-43-42-08-00-000-1080. We further understand that the anticipated use of the site is a future maintenance single story steel maintenance building that will house a water reclamation system, and the purpose of the ESA is to assist the client with environmental due diligence associated with this redeveloping of the site. If this is not accurate, or if you have additional useful information, please inform us as soon as possible.

2.0 SCOPE OF SERVICES

2.1 Base Phase I ESA Services

The ESA will be performed consistent with the procedures included in ASTM E1527-21, *Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process*. The purpose of this ESA is to assist the client in developing information to identify recognized environmental conditions (RECs - as defined below) in connection with the site as reflected by the scope of this proposal. The potential for vapor migration will be addressed as part of a Phase I ESA and will be considered by Terracon in evaluation of RECs associated with the site. If modifications to the scope of services are required, please contact us to discuss proposal revisions.

REC Definition

Recognized environmental conditions are defined by ASTM E1527-21 as "(1) the presence of *hazardous substances or petroleum products* in, on, or at the *subject property* due to a *release to the environment*; (2) the *likely presence of hazardous substances or petroleum products* in, on, or at the *subject property* due to a *release or likely release to the environment*; or (3) the presence of *hazardous substances or petroleum products* in, on, or at the *subject property* under conditions that pose a *material threat* of a future *release to the environment*." A *de minimis* condition is not a recognized environmental condition.

Emerging Contaminants: Per- and Polyfluoroalkyl Substances (PFAS)

There are emerging contaminants that are not identified as a CERCLA hazardous substance by U.S. EPA and therefore not included within the scope of E1527-21. One of these is a family of compounds known as per- and polyfluoroalkyl substances (PFAS) which are a significant contaminant of concern due to their mobility and longevity in the environment.

PFAS have been used in many products, including fire-fighting foam, anti-stick coatings, stain and water-repellent coatings, electroplating, and paper products, among others. Consequently, while not considered a federal hazardous substance, the U.S. EPA has developed a hazardous awareness level for selected PFAS. Also, certain states have identified selected PFAS as state-level hazardous substances (or equivalent) and have established regulatory limits. It is permissible under E1527-21 to include an assessment of these substances as a non-Scope consideration, in the same manner as any other non-Scope consideration. If and when such emerging contaminants are defined to be hazardous substances under CERCLA, such substances will be evaluated within the scope of E1527-21. Accordingly, it is recommended the Client evaluate whether to include the assessment of PFAS as a Non-Scope consideration for this Phase I ESA.

Physical Setting

The physical setting for the site will be described based on a review of the applicable USGS topographic quadrangle map, USDA soil survey, and selected geologic reference information.

Historical Use Information

A review of historical resources, where reasonably ascertainable and readily available, will be conducted in an attempt to document obvious past land use of the site and adjoining properties back to 1940 or when the site was initially developed, whichever is earlier. The following minimum selected references will be obtained and reviewed for the site and adjoining properties, if available:

- Historical topographic maps
- Aerial photographs (approximate 10 to 15-year intervals)
- City directories (approximate 5-year intervals)
- Fire (Sanborn) insurance maps

The following additional historical resources will be reviewed for the site if determined by the Environmental Professional to be warranted, applicable and likely useful:

- | | |
|--|--|
| ■ Property tax file information | geotechnical report, if provided by the client. |
| ■ Building department records | ■ Site title search information, if provided by client |
| ■ Zoning records | ■ Environmental liens, if provided by client |
| ■ Prior environmental reports, permits and registrations; or | |

Pursuant to ASTM E1527-21, the client should engage a title company or title professional to undertake a review of reasonably ascertainable recorded land title records (or judicial records where appropriate) for environmental liens and activity and use limitations currently recorded against or relating to the site. Note that for ASTM E1527-21, title search information reports shall review *land title records* for documents recorded **between 1980 and the present** for purposes of environmental liens and activity and use limitations. If the client is unable to provide land title records (or judicial records where appropriate), an abstract firm may be contracted by Terracon to perform a review of land title records (or judicial records where appropriate) for an additional fee. Documentation of environmental liens and activity and use limitations, if recorded, will be provided in the land title records (or judicial records where appropriate). Note, however, unless specifically requested within three days of project commencement, Terracon will rely on the client to provide land title records (or judicial records where appropriate). **If land title records (or judicial records where appropriate) are not provided for review in a timely manner, Terracon may conclude that the absence of records represents a data gap, which must be evaluated and documented in the final report.**

The client and the current owner or their representative will be interviewed to provide information regarding past uses of the site and information pertaining to the use of hazardous substances and petroleum products on the site. Additionally, a reasonable attempt will be made to interview past owners, operators, and occupants of the site to the extent that they are identified within the scope of the ESA and are likely to have material information that is not duplicative of information already obtained through the assessment process.

Regulatory Records Review

Consistent with ASTM E1527-21, federal, state, and tribal databases, where applicable and within ASTM-defined minimum search distances from the nearest property boundary, will be reviewed for indications of RECs. A database firm will be subcontracted to access governmental records used in this portion of the assessment. Additional federal, state, and local databases may be reviewed if provided by the database firm. Determining the location of unmapped facilities is beyond the scope of this assessment.

In addition to the database review and if customary practice for the site location, an attempt will be made to review reasonably ascertainable and useful local lists or records such as Brownfield sites, landfill/solid waste disposal sites, registered storage tanks, land records, emergency release reports, and contaminated public wells. A reasonable attempt will also be made to interview at least one staff member of any one of the following types of local government agencies: fire department, health agency, planning department, building department, or environmental department. As an alternative, a written request for information may be submitted to the local agencies.

The scope of work proposed herein includes **up to two hours of regulatory agency file and/or records review, including client-provided reports and files**. If the results of this initial review appear to warrant a more extensive review of applicable regulatory agency files and/or records, a cost estimate will be provided to the client for pre-approval. Review of regulatory files and/or records, when authorized, will be for the purpose of identifying RECs. Please note that all requested files may not be available from regulatory agencies within the client's requested project schedule.

Site and Adjoining/Surrounding Property Reconnaissance

A site reconnaissance will be conducted to identify RECs. The reconnaissance will consist of visual observations of the site from the site boundaries and selected interior portions of the site. The site reconnaissance will include, where applicable, an interview with site personnel who the client has identified as having knowledge of the uses and physical characteristics of the site. Pertinent observations from the site reconnaissance will be documented including:

- Site description
- General site operations
- Features, activities, uses, and conditions of the site relevant to identifying RECs

The adjoining property reconnaissance will consist of visual observations of the adjoining/surrounding properties from the site boundaries and accessible public rights-of-way.

Report Preparation

A PDF-formatted copy of the final report will be submitted that presents the results of this assessment, based upon the scope of services and limitations described herein. The final report will be signed by an environmental professional responsible for the Phase I ESA, and the report will contain an environmental professional statement as required by 40 CFR 312.21(d).

2.2 Additional Services Beyond Base ESA

At the direction of the client, the following additional services beyond the scope of the base Phase I ESA have been included:

Radon Records Review

Terracon will review one of the following readily accessible reference materials as prepared by the U.S. Environmental Protection Agency (EPA), the U.S. Geological Survey (USGS), or state agency to identify the site location in terms of the potential for average indoor radon concentrations. Terracon will provide the client with information regarding the EPA

and/or state designation for the site's county (e.g., EPA Zone 1, 2, or 3), and with the average radon concentration for the site's county identified during previous radon studies, where readily available.

100% Gopher Tortoise and Burrowing Owl Survey

Terracon will provide a Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent whom is also an FWC authorized burrowing owl agent, to perform a 100% pedestrian survey within the project boundaries. The survey will be conducted in accordance with the FWC's *Methods for Burrow Surveys on Development (Donor) and Recipient Sites* and the *Species Conservation and Permitting Guidelines* for burrowing owls.

- Potentially occupied gopher tortoise or owl burrows will be marked in the field,
- The deliverable for this Task will be the preparation of a gopher tortoise survey report and a map showing the location and status (potentially occupied or abandoned) of each burrow as located via mapping grade GPS.

Please note that this task does not include agency consultation, permitting support, or any other species-specific assessments or surveys other than what is outlined above.

2.3 Additional Services Not Included

The following services, although not specifically required by ASTM E1527-21, may also be performed concurrently with ESAs and may be beneficial for the evaluation of environmental conditions and/or an evaluation of specific business environmental risks at the site. At your direction, these services have not been included as part of the scope of services for this ESA. Please note that this list is not all-inclusive. If you seek additional services, please contact us for a supplemental proposal and cost estimate.

- Visual Observations for Suspect Asbestos
- Limited Asbestos Sampling
- Asbestos Survey (prior to renovation/demolition)
- Visual Observations for Microbial Growth
- Short-Term Radon Testing
- Visual Observations for Suspect Lead-Based Paint
- Limited Lead-Based Paint Sampling
- Lead in Drinking Water Records Review
- Limited Lead in Drinking Water Sampling
- Wetland Records Review
- Threatened/Endangered Species Records Review
- Historic Properties/Archaeological Resources Review

- ASTM E 2600-22 Vapor Encroachment Screen
- Review of Per- and Polyfluoroalkyl Substances (PFAS)
- Regulatory Agency File Review

At the client's request, Terracon can also provide proposals for facility engineering services including property condition assessments, roofing inspections, curtain wall evaluations, structural surveys, and mechanical surveys.

2.4 Schedule

Services will be initiated upon receipt of the written notice to proceed. The final report will be submitted within 15 business days after receipt of your written notice to proceed, assuming site access can be obtained within 5 days after the notice to proceed.

To comply with the proposed schedule, please provide the following items at the time of notification to proceed.

- A signed Agreement for Services evidencing acceptance of this scope of services.
- The completed ASTM E1527-21 User Questionnaire, supplied as an attachment to this proposal.
- Right of entry to conduct the assessment, including access to building interiors.
- Notification of any restrictions or special requirements (such as confidentiality, scheduling, or on-site safety requirements) regarding accessing the site.
- An accurate legal description and/or a diagram of the site such as a surveyor's plat map or scaled architect's drawing (if such diagrams exist).
- Current site owner, property manager, occupant information (including tenant list), and contact information for persons knowledgeable about the site history including current and historical use of hazardous substances and petroleum products on site (e.g., names, phone numbers, etc.).
- Copies of environmental reports, permits and registrations, and geotechnical reports that were previously prepared for the site.
- Information relating to known or suspect environmental conditions at the site, including commonly known or reasonable ascertainable information within the local community about the site that is material to RECs in connection with the site.
- Information about environmental liens and activity and use limitations for the site, if any.

- Specialized knowledge or experience that is material to RECs in connection with the site, if any.
- Knowledge that the purchase price of the site is significantly less than the purchase price of comparable properties.
- Land title records **between 1980 and present**.

Please note that requested regulatory files or other information may not be provided to Terracon by the issuance date of the report. Consideration of information not received by the issuance date of the report is beyond the scope of this ESA.

2.5 Reliance

The ESA report will be prepared for the exclusive use and reliance of CPZ Architects. Reliance by any other party is prohibited without the written authorization of the client and Terracon.

If the client is aware of additional parties that will require reliance on the ESA report, the names, addresses, and relationship of these parties should be provided for Terracon approval prior to the time of authorization to proceed. Terracon may grant reliance on the ESA report to those approved parties upon receipt of a fully executed Reliance Agreement (available upon request) and receipt of information requested in the Reliance Agreement. If, in the future, the client and Terracon consent to reliance on the ESA by a third party, Terracon may grant reliance upon receipt of a fully executed Reliance Agreement, requested information and receipt of an additional minimum fee of \$350 per relying party.

Reliance on the ESA by the client and all authorized parties will be subject to the terms, conditions, and limitations stated in the Agreement for Services, sections of this proposal incorporated therein, the Reliance Agreement, and ESA report. The limitation of liability defined in the Agreement for Services is the aggregate limit of Terracon's liability to the client and all relying parties.

Continued viability of the report is subject to ASTM E1527-21 Section 4.6. If the ESA will be used by a different user (third party) than the user for whom the ESA was originally prepared, the third party must also satisfy the user's responsibilities in Section 6 of ASTM E1527-21.

2.6 Scope and Report Limitations

Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Terracon will be responsible for supervision and site safety measures for its own employees but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other

parties present at the site. In addition, Terracon retains the right to stop work without penalty at any time Terracon believes it is in the best interests of Terracon's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Terracon related to Terracon's pre-task planning and risk assessment processes.

The fee is valid for 90 days from the date of this proposal and is based on the assumption that all field services will be performed under safety Level D personal protective procedures and that only one site visit will be made by Terracon personnel. The lump sum fee is based on the assumptions and conditions provided at the time of this proposal.

The findings and conclusions presented in the final report will be based on the site's current utilization, the anticipated future use of the site, if provided to Terracon, and the information collected as discussed in this proposal. Please note that we do not warrant database or third-party information (such as from interviewees) or regulatory agency information used in the compilation of reports.

Phase I ESAs, such as the one proposed for this site, are of limited scope, are noninvasive, and cannot eliminate the potential that hazardous, toxic, or petroleum substances are present or have been released at the site beyond what is identified by the limited scope of this ESA. In conducting the limited scope of services described herein, certain sources of information and public records will not be reviewed. It should be recognized that environmental concerns may be documented in public records that are not reviewed. This ESA does not include subsurface or other invasive assessments, vapor intrusion assessments or indoor air quality assessments (i.e., evaluation of the presence of vapors within a building structure), business environmental risk evaluations (unless specifically requested in Section 2.2 of this proposal), or other services not particularly identified and discussed herein. No ESA can wholly eliminate uncertainty regarding the potential for RECs. The limitations herein must be considered when the user of this report formulates opinions as to risks associated with the site. No warranties, express or implied, are intended or made.

An evaluation of significant data gaps will be based on the information available at the time of report issuance, and an evaluation of information received after the report issuance date may result in an alteration of our opinions and conclusions. We have no obligation to provide information obtained or discovered by us after the date of the report, or to perform any additional services, regardless of whether the information would affect any conclusions, recommendations, or opinions in the report. This disclaimer specifically applies to any information that has not been provided by the client.

AGREEMENT FOR SERVICES

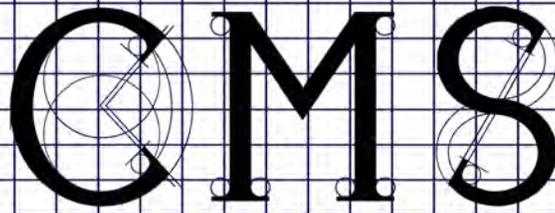
This **AGREEMENT** is between CPZ Architects ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Proposed NPB Country Club Improvements project ("Project"), as described in Consultant's Proposal dated 05/02/2024 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

- 1. Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
- 2. Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
- 3. Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
- 4. Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
- 5. Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
- 6. LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
- 7. Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
- 8. Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 9. Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

PURSUANT TO SECTION 558.0035 OF FLORIDA STATUTES, AN INDIVIDUAL EMPLOYEE OR AGENT OF CONSULTANT MAY NOT BE HELD INDIVIDUALLY LIABLE.

Consultant:	Terracon Consultants, Inc.	Client:	CPZ Architects
By:	<i>Brian Brandon</i> Date: 5/3/2024	By:	_____ Date: _____
Name/Title:	Brian P. Brandon / Department Manager III	Name/Title:	Heidi Rodriguez, AIA / Vice President
Address:	1225 Omar Rd West Palm Beach, FL 33405-1046	Address:	4316 W Broward Blvd Plantation, FL 33317-3762
Phone:	(561) 689-4299 Fax: _____	Phone:	_____ Fax: _____
Email:	Brian.Brandon@terracon.com	Email:	heidi@cpzarchitects.com



CONSTRUCTION MANAGEMENT SERVICES

11555 Heron Bay Blvd, Suite 204, Coral Springs FL 33076 – 954-481-1611

Revised Proposal

CMS-Construction Management Services, Inc.
11555 Heron Bay Blvd., Suite 204
Coral Springs, FL 33076

Contact: Ana DeJesus / Wayne Birch
Phone: (954) 481-1611
Email: adejesus@cms-construction-services.com

Village of North Palm Beach Country Club Golf Course Site Improvements-Metal Building

Proposal Date: **05/31/24**

Proposal Valid Through: **12/01/24**

Customer

Company: **CPZ Architects, Inc.**
Project 951 US-1
Address: North Palm Beach, FL 33408

Customer Contact

Contact: **Heidi Rodriguez, AIA**
Title: Vice President
Phone: 954-792-8525 Ext. 107
Email: heidi@cpzarchitects.com

CMS, Inc. is pleased to provide Professional Cost Estimating Services in response to your request. The estimate will conform to CSI Master Format Construction Cost Estimating and use local line-item construction costs. We will provide the services necessary to prepare cost estimates for the following items, which includes relevant coordination and revision meetings.

Scope of Basic Services:

CMS will provide the **100% Construction Documents** cost estimates for the Village of North Palm Beach Golf Course Site Improvements, referencing plans and scope of work provided by **CPZ Architects, Inc.**

CMS

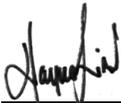
100% CD Cost Estimate			
Title	Hours	Rate	Total
Project Manager	08	\$ 132.78	\$ 1,062.24
Senior Estimator	80	\$ 133.26	\$ 10,660.80
Administrative Assistant	04	\$ 92.84	\$ 371.36
Total			\$ 12,094.40

Payment Terms

Payment terms are **NET30** unless otherwise agreed or bound by sub-contractor or other superseding agreements.

Thank you and we look forward to working with you. Should you agree to the above, please sign in the space provided below and return a copy to our office for processing.

CMS –Construction Management Services Inc.

By: 

Signature - Wayne Birch

Principal

Title

05/31/24

Date

CPZ Architects, Inc.

By: _____
Signature

Title

Date

RESOLUTION 2024-15

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING THE SELECTION COMMITTEE'S RECOMMENDATION TO EXECUTE NON-EXCLUSIVE ARCHITECTURAL SERVICES CONTINUING CONTRACTS WITH FOUR FIRMS AND AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE AGREEMENTS WITH THE SELECTED FIRMS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in accordance with Section 287.055, Florida Statutes, Village Staff issued a Request for Qualifications for General Architectural Consultant Continuing Services Contracts ("RFQ") to provide architectural services related to public facilities, facility maintenance, interior design, and facility site improvements; and

WHEREAS, the Village received seven qualification statements in response to the RFQ, and after considering the qualification statements and subsequent presentations, the Selection Committee recommended executing non-exclusive Architectural Services Continuing Contracts with four of the firms; and

WHEREAS, the Village Council wishes to accept the recommendation of the Selection Committee and determines that the adoption of this Resolution is in the best interests of the Village and its residents.

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

Section 1. The foregoing "whereas" clauses are hereby ratified and incorporated herein.

Section 2. The Village Council hereby approves the Selection Committee's recommendation to execute non-exclusive Architectural Services Continuing Contracts with the following four firms: CPZ Architects, Inc.; Song & Associates, Inc.; Robling Architecture Construction, Inc.; and REG Architects, Inc. The Village Council further authorizes the Village Manager to negotiate and execute Continuing Contracts in accordance with the terms and conditions of the RFQ for terms of three years, with two one-year renewal options, in an amount not to exceed \$50,000 during any single fiscal year, subject to review by the Village Attorney as to form and legal sufficiency.

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

PASSING AND ADOPTED THIS 22ND DAY OF FEBRUARY, 2024.




MAYOR


VILLAGE CLERK

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES
(Architectural Services)

THIS PROFESSIONAL SERVICES CONTRACT (“Contract”) is entered on 22nd day of February, 2024, by and between the **Village of North Palm Beach**, a Florida municipal corporation (“Village”) and **CPZ Architects, Inc.**, a Florida corporation (“Consultant”).

RECITALS

WHEREAS, the Village issued a Request for Qualifications for General Architectural Consulting Services (“RFQ”), and the Consultant submitted a Qualification Statement in response to the RFQ; and

WHEREAS, the Village wishes to retain the services of Consultant, and Consultant has agreed to provide Architectural Consulting Services to the Village pursuant to the terms and conditions of this Contract.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Village and the Consultant agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Contract as true and correct statements.

SECTION 2: CONSULTANT’S SERVICES AND COMPENSATION. Consultant shall provide Architectural Consulting Services to the Village on an as needed, non-exclusive basis as directed by the Village and as described in the RFQ for General Architectural Consulting Services. The terms of the RFQ and Consultant’s Qualification Statement are hereby incorporated by reference. The Village shall compensate Consultant for services performed in accordance with the rate schedule attached hereto as Exhibit “A” and incorporated herein by reference. In accordance with a request for services on special projects from the Village Manager or the Village Manager’s designee, Consultant will prepare a work order authorization including a specific scope of work and fee for services which shall be submitted to and approved by the Village Manager or the Village Manager’s designee prior to any work being conducted. Direct costs may be reimbursed by the Village if approved in advance and invoiced without markup.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Contract, it being understood that Consultant will act hereunder as an independent contractor and none of Consultant’s individual officers, directors, employees, independent contractors, representatives, or agents performing services for Consultant pursuant to this Contract shall have any claim under this Contract or otherwise against the Village for compensation of any kind. The relationship between the Village and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, or representative of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME, AND TERMINATION.

a. **Term.** The term of this Contract shall commence upon the approval of this Contract by the Village Manager and shall continue for a three (3) year term or until either party terminates this Contract as set forth herein. This Contract may be extended for two (2) additional one-year terms upon mutual consent of Consultant and the Village.

b. **Time for Completion.** Time is of the essence in the performance of this Contract. Upon direction from the Village, Consultant shall carry out its duties and responsibilities as expeditiously as possible.

c. **Force Majeure.** Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies,

sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. Consultant or Village may suspend its performance under this Contract as a result of a force majeure without being in default of this Contract, but upon the removal of such force majeure, Consultant or Village shall resume its performance as soon as is reasonably possible. Upon Consultant's request, the Village shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Contract may be revised accordingly, subject to the Village's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination. Either party may terminate this Contract at any time with or without cause by giving not less than ten (10) days' written notice of termination.

e. Early Termination. If this Contract is terminated before the completion of all services approved through the issuance of a work order authorization, Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any subconsultants; and
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Village in the format acceptable to Village.

f. Effect of Termination. Termination of this Contract shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Village is a municipal corporation and political subdivision of the state of Florida, and as such, this Contract is subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated herewith in any fiscal year of the Village. Notwithstanding anything in this Contract to the contrary, in the event that no funds are appropriated or budgeted by the Village's governing board in any fiscal year to pay the costs associated with the Village's obligations under this Contract, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs associated with the Village's obligations hereunder in any fiscal period, then the Village will notify Consultant of such occurrence and either the Village or Consultant may terminate this Contract by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever; however, Village shall pay Consultant for all services performed under this Contract through the date of termination.

SECTION 5: COMPENSATION

a. Payments. The Village agrees to compensate the Consultant in accordance with the rate schedule set forth in Exhibit "A." **The total compensation payable by the Village to Consultant during any fiscal year shall not exceed Fifty Thousand Dollars (\$50,000.00)**. The Village shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of Consultant providing services to the Village under this Contract which exceed the amount set forth above, unless prior written approval has been obtained by the Consultant.

b. Invoices. Consultant shall render monthly invoices to the Village for services that have been rendered in conformity with this Contract in the previous month. The invoices shall specify the services performed and the time spent on the same. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. Invoices will normally be paid within thirty (30) days following the Village's receipt of the Consultant's invoice.

SECTION 6: INDEMNIFICATION.

a. Consultant, its officers, employees, and agents shall indemnify and hold harmless the Village, including its officers and employees from liabilities, damages, losses, and costs, including reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, recklessness or intentionally wrongful conduct of Consultant and other persons employed or utilized by Consultant in the performance of the services under this Contract. The Village agrees to be responsible for its own negligence.

b. Nothing contained in this Contract shall create a contractual relationship with or a cause of action in favor of a third party against either the Village or Consultant, nor shall this Contract be construed as a waiver of sovereign immunity for the Village beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Contract in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Contract.

SECTION 8: PERSONNEL.

a. Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the Village. All services required hereunder shall be performed by Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state, and local law to perform such services.

b. It is intended by the parties to this Contract that Consultant's services in connection with any project authorized pursuant to this Contract shall not subject Consultant's individual employees, officers, or directors to any personal legal exposure for the risks associated with the project. The Village agrees that, as the Village's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against Consultant, a Florida corporation, and not against any of Consultant's employees, officers, or directors.

c. **PURSUANT TO SECTION 558.0035, FLORIDA STATUTES, CONSULTANT'S CORPORATION IS THE RESPONSIBLE PARTY FOR THE PROFESSIONAL SERVICES CONSULTANT AGREES TO PROVIDE UNDER THIS CONTRACT. NO PROFESSIONAL EMPLOYEE, AGENT, DIRECTOR, OFFICER, OR PRINCIPAL MAY BE INDIVIDUALLY LIABLE FOR NEGLIGENCE ARISING OUT OF THIS CONTRACT.**

SECTION 9: SUB-CONSULTANTS. The Village reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Contract. All sub-consultants providing professional services to Consultant under this Contract will also be required to provide their own insurance coverage identical to those contained in this Contract. If a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Contract, Consultant shall indemnify and hold harmless the Village for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors, or omissions of the sub-consultant. Consultant shall not charge an administrative fee or surcharge on any sub-consultant's services; all sub-consultant costs shall be a direct pass-through cost to the Village.

SECTION 10: FEDERAL AND STATE TAX. The Village is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the Village's Tax Exemption Number.

SECTION 11: INSURANCE.

a. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Village and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the Village.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1, 000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$500,000 per occurrence
Employer's Liability	\$100,000 per occurrence
Worker's Compensation	Statutory limits

b. The commercial general liability and automobile policies will name the Village as an additional insured and proof of all insurance coverage shall be furnished to the Village by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Contract.

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

SECTION 12: SUCCESSORS AND ASSIGNS. The Village and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as agreed in writing by all parties, this Contract is not assignable.

SECTION 13: GOVERNING LAW, VENUE AND REMEDIES. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial

exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS CONTRACT.

SECTION 15: ACCESS AND AUDITS. Consultant shall maintain adequate records to justify all payments made by the Village under this Contract for at least three (3) years after completion of this Contract and longer if required by applicable federal or state law. The Village shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. Consultant 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 under this Contract in a reputable manner. Proof of such licenses and approvals shall be submitted to the Village upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Contract, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: CONVICTED VENDOR LIST/BOYCOTT OF ISRAEL. As provided in section 287.135, Florida Statutes, Consultant certifies that it and any authorized sub-consultants are not participating in a boycott of Israel. The Consultant further certifies that it and its affiliates have not been placed on the Convicted Vendor List under section 287.133, Florida Statutes. The Village and the Consultant agree that the Village shall have the right to immediately terminate this Contract if the Consultant, its authorized sub-consultants or affiliates are placed on the Scrutinized Companies that Boycott Israel List, are engaged in a boycott of Israel, or are placed on the Convicted Vendor List maintained by the State of Florida.

SECTION 20: NOTICE. All notices required in this Contract shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the VILLAGE shall be sent to:

Village of North Palm Beach
Attn: Village Manager
501 US Highway 1
North Palm Beach, FL 33408

and if sent to the Consultant, shall be sent to:

CPZ Architects, Inc.
Attn: Chris P. Zimmerman, President
1601 Belvedere Road, Suite 305-S
West Palm Beach, FL 33406

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 21: ENTIRETY OF CONTRACT. The Village and Consultant agree that this Contract sets forth the entire Contract 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.

SECTION 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.

SECTION 23: PREPARATION AND NON-EXCLUSIVITY. This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-exclusive Contract and the Village reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Contract shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and Village may at its option provide notice to Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Contract shall not become binding and effective until approved by the Village. The Effective Date is the date this Contract is executed by the Village.

SECTION 26: NOTICE OF COMPLAINTS, SUITS, AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 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.

SECTION 28: COUNTERPARTS. This Contract may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Contract.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Contract may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS. This Contract consists of this Contract and Exhibit, the Request for Qualifications, and Consultant's Qualification Statement. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict among the terms of the documents, such conflict shall be resolved in the following Order: this Contract and Exhibit, the Request for Qualifications, and Consultant's Qualification Statement. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products prepared by Consultant pursuant to this Contract shall become the property of the Village upon delivery. Consultant may keep copies or samples thereof and shall have the right to use same. The Village accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended or for any use of incomplete documents.

SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Contract, on behalf of Consultant, the undersigned hereby represents to the Village that he or she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

SECTION 33: PUBLIC RECORDS. Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

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

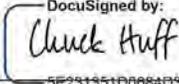
SECTION 34: NO THIRD-PARTY BENEFICIARIES. There are no third party beneficiaries under this Contract.

SECTION 35: E-VERIFY. Consultant warrants and represents that Consultant and all sub-consultants are in compliance with Section 448.095, Florida Statutes, as may be amended. Consultant has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each sub-consultant stating that the sub-consultant does not employ, contract with or subcontract with an unauthorized alien. If the Village has

a good faith belief that Consultant has knowingly violated Section 448.09(1), Florida Statutes, the Village shall terminate this Contract pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the Village has a good faith belief that a sub-consultant has knowingly violated Section 448.09(1), Florida Statutes, but Consultant has otherwise complied, it shall notify Consultant, and Consultant shall immediately terminate its Contract with the sub-consultant.

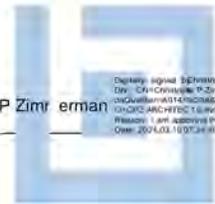
IN WITNESS WHEREOF, the parties hereto have made and executed this Continuing Contract for Professional Architectural Services as of the day and year set forth above.

VILLAGE OF NORTH PALM BEACH:

By: 
 5E291351D0684B3
 Charles D. Huff, Village Manager

**CONSULTANT:
CPZ ARCHITECTS, INC.**

By: _____ Christopher P Zimmerman



Print Name: Chris P. Zimmerman
Title: President

EXHIBIT "A"

**VILLAGE OF NORTH PALM BEACH
HUMAN RESOURCES DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Jennifer Cain, Director of Human Resources

DATE: July 18, 2024

SUBJECT: **RESOLUTION – Approval of a Contract with The Butler Group of South Florida, LLC d/b/a Nextaff for School Crossing Guard Services pursuant to pricing established in an existing Town of Jupiter Agreement**

Background:

The Police Department has employed School Crossing Guards and has been managing staffing the school crossings as required by law. This has become increasingly difficult over the past several years, as they have had at a minimum of four vacant positions for over 12 months that have not been able to be filled due to lack of interest in the position. This causes the Police Department to cover the vacancies with Police Officers, increasing the cost of covering these crossings and diverting department resources.

The Butler Group of South Florida, LLC d/b/a Nextaff has agreed to piggyback their contract with the Town of Jupiter, which was competitively bid, and will extend the same pricing to the Village of North Palm Beach. This contract has an expiration date of June 15th, 2025 with a renewal option for three additional one year terms, providing the ability to extend the contract to June 15th, 2028. The cost of the contract is based on 12 post locations with two 45 minute shifts daily, and eight of those locations requiring coverage for a third shift at a rate of \$22.49 per hour. The total cost of the contract is anticipated to be \$97,156.80 based on coverage for a 180 school day calendar. The Village is currently paying an average rate of \$29.62 per day plus the extra shift, costing approximately \$85,305.60 in base wages, but with the additional costs of worker's comp insurance, federal taxes, unemployment, costs of coverage in utilizing a Police Officer, and the Police Department time and resources to ensure adequate staffing and oversight of employees.

The Butler Group of South Florida, LLC d/b/a Nextaff is willing to onboard all current staff as long as they pass the pre-employment background and drug screening requirements and will offer the employees benefits including health, dental, vision, life insurance, and retirement which the Village does not offer to these part time employees.

Pricing:

The contract from The Butler Group of South Florida, LLC d/b/a Nextaff is based on pricing established in an existing contract with the Town of Jupiter (PD-2022-001-BA). The Village's purchasing policies and procedures authorize concurrent competitive purchasing on other state and local government contracts. A secondary contract that was competitively bid was obtained from another local municipality to verify "fair market value" as required by the Village's purchasing policies and procedures.

Funding:

The Police Department will allocate unused salary dollars to cover the cost of the contract for the remainder of FY2024 and a budget amendment will be prepared at year-end if necessary. For

FY2025 and going forward, the Police Department will budget for the contract amount removing the crossing guard salaries and insurance costs.

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Police	A5711-33491	Contractual Services	\$97,156.80 (*)

() Estimate*

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

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution approving a Contract with The Butler Group of South Florida, LLC d/b/a Nextaff to provide crossing guard services utilizing pricing established in an existing Town of Jupiter Agreement at an estimated cost of \$97,156.870 per school year, with funds expended from Account No. A5711-33491 (Police – Contractual Services) and authorizing the Mayor and Village Clerk to execute the Contract in accordance with Village policies and procedures.

RESOLUTION 2024-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A CONTRACT WITH THE BUTLER GROUP OF SOUTH FLORIDA, LLC D/B/A NEXTAFF TO PROVIDE SCHOOL CROSSING GUARD SERVICES PURSUANT TO PRICING ESTABLISHED IN AN EXISTING TOWN OF JUPITER AGREEMENT AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE THE CONTRACT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff recommended entering into a Contract for School Crossing Guard Services with The Butler Group of South Florida, LLC d/b/a Nextaff pursuant to the terms, conditions and pricing established in an existing Agreement with the Town of Jupiter (PD-2022-001-BA), thereby allowing for concurrent competitive purchasing pursuant to the Village’s purchasing policies and procedures; and

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

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

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

Section 2. The Village Council hereby approves a School Crossing Guard Contract with The Butler Group of South Florida, LLC d/b/a Nextaff, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the Agreement on behalf of the Village. The estimated cost per school year is \$97,156.80, with funds expended from Account No. A5711-33491 (Police – Contractual Services).

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2024, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter “VILLAGE”), and THE BUTLER GROUP OF SOUTH FLORIDA, LLC D/B/A NEXTAFF, 4790 West Commercial Boulevard, Tamarac, Florida 33319, a Florida corporation (hereinafter “CONTRACTOR”).

RECITALS

WHEREAS, the VILLAGE requires the services of a contractor to provide School Crossing Guard Services; and

WHEREAS, the Town of Jupiter, through its competitive selection process, awarded a School Crossing Guard Agreement to CONTRACTOR; and

WHEREAS, the VILLAGE requested that CONTRACTOR provide the requested services based on the pricing established in the Jupiter Agreement; and

WHEREAS, as authorized by the VILLAGE’s purchasing policies and procedures, the VILLAGE desires to retain CONTRACTOR’s services by “piggy-backing” the Jupiter Contract, including all terms, conditions and pricing set forth therein.

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. Jupiter Contract. The Town of Jupiter’s School Crossing Guard Agreement (PD-2022-001-BA) (“Jupiter Agreement”) with CONTRACTOR, is attached hereto is incorporated herein by reference.
3. CONTRACTOR’s Services.

In accordance with the terms and conditions of the Jupiter Agreement and at the direction of the VILLAGE Police Department, CONTRACTOR shall provide school crossing guard services as may be necessary to implement the VILLAGE’s School Crossing Guard Program at a rate of **\$22.49** per hour. Assuming twelve (12) posts with two forty-five minutes shifts, with eight (8) of the locations requiring a third shift, the anticipated cost per school year is **\$97,156.80**. The duty hours and locations shall be established by the VILLAGE.

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

5. Compensation to CONTRACTOR. CONTRACTOR shall submit invoices to the VILLAGE for review and approval by the VILLAGE’s representative, indicating that goods and services have been provided and rendered in conformity with this Contract, and they then will be sent to the Finance

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

6. Term and Termination.

A. This Contract shall be effective upon execution by both parties and shall remain in effect until June 15, 2028, unless terminated earlier in accordance with Section 6.B below.

B. This Contract may be terminated by the VILLAGE or by CONTRACTOR by providing thirty (30) days' written notice to the other party. Upon any such termination, CONTRACTOR waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits. Unless CONTRACTOR is in breach of this Contract, the VILLAGE shall pay CONTRACTOR for work performed and accepted through the date of termination.

7. Insurance.

A. CONTRACTOR shall maintain, during the life of this Contract, commercial general liability insurance in the amount of \$500,000 per occurrence or \$1,000,000 in the aggregate to protect CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as claims for property damage which may arise from any operations under this Contract, whether such operations be by CONTRACTOR or by anyone directly employed by or contracting with CONTRACTOR.

C. CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$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 whether such operations be by CONTRACTOR or by anyone directly or indirectly employed by CONTRACTOR.

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

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

8. Indemnification.

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

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

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

9. Compliance with all Laws, Regulations and Ordinances. In performing the services contemplated by this Contract, CONTRACTOR shall comply with all applicable federal, state, and local laws, regulations, and ordinances.

10. Independent Contractor. CONTRACTOR is, and shall be, in the performance of all Services under this Contract, an independent contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the Services performed pursuant to this Contract shall at all times, and in all places, be subject to 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.

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

12. Existing Employees. CONTRACTOR shall retain and employ the crossing guards currently employed by the VILLAGE provided that such employees pass the preemployment background and drug screening. Such employees shall be offered a full range of benefits, including health, dental, vision, and life insurance, as well as retirement benefits.

13. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

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

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

[Remainder of page 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.

VILLAGE OF NORTH PALM BEACH

By: _____
SUSAN BICKEL
MAYOR

ATTEST:

BY: _____
JESSICA GREEN
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
VILLAGE ATTORNEY

**THE BUTLER GROUP OF SOUTH FLORIDA, LLC
D/B/A NEXTAFF**

By: _____

Print Name: _____

Position: _____

AFFIDAVIT

1. I am over 18 years of age and otherwise competent to affirm the matters set forth in this Affidavit, which are based on my personal knowledge.
2. I am an officer or authorized representative of **The Butler Group of South Florida, LLC d/b/a Nextaff.**
3. **The Butler Group of South Florida, LLC d/b/a Nextaff** does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Under the penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

By: _____

Print Name:

Title:

SCHOOL CROSSING GUARD AGREEMENT

THIS SCHOOL CROSSING GUARD AGREEMENT (the Agreement), made as of 4/5/22 by and between the TOWN OF JUPITER, FLORIDA, a municipal corporation of the state of Florida (TOWN) AND THE BUTLER GROUP of SOUTH FLORIDA, LLC d/b/a NEXTAFF (NEXTAFF).

WITNESSETH:

WHEREAS, the TOWN through its Police Department provides school crossing guards at various locations in the Town; and

WHEREAS, NEXTAFF is in the business of providing various labor forces, including, but not limited to individuals with appropriate certifications who provide school crossing guard services; and

WHEREAS, the parties are herein memorializing the terms of their agreement;

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the legal sufficiency of which is hereby acknowledged, the parties agree as follows:

1. SCHOOL CROSSING GUARDS: NEXTAFF shall provide such school crossing guards and supervisory services for its personnel as may be necessary to implement the TOWN'S School Crossing Guard Program as set forth herein. NEXTAFF shall provide school crossing guards at the locations and during the times herein described.
 - (a) 25 Post locations that require a guard for 1.5 hours @ Hourly Rate of \$22.49.
 - (b) 1 supervisor that requires 3.0 hours per day @ Hourly Rate of \$22.49.

The TOWN reserves the right to require more or less services upon providing NEXTAFF with three (3) days advance written notice, specifying its exact needs.

2. DUTY HOURS & LOCATIONS: NEXTAFF shall provide guards and supervisory personnel during school hours and at all posts as deemed necessary by the School District of Palm Beach County and the TOWN. The TOWN may establish and change the duty hours, and/or locations, by written advance notice, with the changes becoming effective three (3) business days from the date of the written notice. NEXTAFF acknowledges that the TOWN is contracting for the crossing guard services for the hours and at the described locations stated in the Agreement.
3. CONSIDERATION: NEXTAFF shall be compensated for the services provided hereunder in accordance with the hourly rate set forth in Exhibit A, which is incorporated herein.

NEXTAFF shall be solely responsible for and shall provide for the payment of workers' compensation insurance coverage and premiums, withholding taxes, FICA, and any and all other remunerations or benefits associated with the employment of the school crossing guards. NEXTAFF acknowledges that the employees it supplies are not employees of the Town, and have no employment relationship with the TOWN.

4. TRAINING AND SUPERVISION: NEXTAFF shall be responsible for providing the training and certification of all school crossing guards. NEXTAFF represents that it is a qualified trainer and shall provide personnel meeting these training and certification standards set forth in Section 316.75, FLORIDA STATUTES. NEXTAFF shall maintain at all times during the term of this Agreement sufficient backup school crossing guards.

In the event that it is necessary for the TOWN'S Police Department to provide personnel at a vacant school crossing post due to NEXTAFF'S failure to provide a back-up crossing guard, NEXTAFF shall be penalized fifty dollars (\$50.00) for each occurrence.

5. UNIFORM: All school crossing guards shall wear dark slacks, skirts or shorts and a white top with an identification badge. At all times during the performance of their duties all NEXTAFF school crossing guards shall dress in a clean and neat manner. NEXTAFF shall provide such equipment for its school crossing guards as is required by the State of Florida.
6. COMPORTMENT; CHANGE OF PERSONNEL: At all times when NEXTAFF school crossing guards are working in the TOWN, whether or not on duty, they shall comport themselves in a manner which does not bring any disrespect upon the TOWN or NEXTAFF, or call into question the competence or demeanor of such person relative to the performance of School Crossing Guard service, which, by its nature, requires such personnel to come into contact with minors. At its sole discretion, with or without cause, the TOWN reserves the right to require the replacement of any NEXTAFF personnel upon not less than three (3) business days written notice, setting forth the name of the person to be replaced, or in the absence of a name, the description and the location of the post location.
7. DUTY ROSTER: NEXTAFF shall provide the TOWN with the names of each individual employed as a school crossing guard and the location of such individuals' post location. Such roster shall be provided to the TOWN on a weekly basis as of Friday of the week preceding.
8. TERM: This Agreement shall commence on June 16, 2022, and shall terminate on June 15, 2025. The TOWN shall have the option to renew the Agreement for three (3) one year terms. In the event the TOWN exercises the option to renew, it shall provide written notice of its intentions to renew thirty (30) days prior to end of the contract period.
9. BILLING: NEXTAFF shall provide weekly invoices to the TOWN, which shall be payable within thirty (30) days.
10. INSURANCE: NEXTAFF shall provide insurance coverage written with such insurance carriers as the TOWN shall reasonably approve, for Personal Injury and Property Damage. Comprehensive General Liability Insurance must be written on the comprehensive form of

policy. The policy must contain minimum limits or liability as follows or \$1,000,000 combined single limit; Bodily Injury of \$1,000,000 and Property Damage of \$500,000 each occurrence.

In addition, NEXTAFF shall provide Employer's Liability Insurance in the amount of \$1,000,000 for Workers Compensation Insurance statutory requirements. Companies authorized to do business under the laws of the State of Florida must issue all insurance policies. The companies must be rated no less than "B+" as to management and no less than "Class V" as to strength by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Olwick, New Jersey, or its equivalent, or the companies must hold a valid Florida Certificate of Authority as shown in the latest "List of all Insurance Companies authorized or approved to do Business in Florida," issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

All required policies of insurance shall contain a provision or endorsement that the coverage afforded shall not be cancelled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to the TOWN by certified mail. NEXTAFF shall submit prior to commencement of any work, a Certificate of Insurance showing the TOWN as additional insured on all policies.

All required insurance should expressly preclude my underwriter's rights of recovery or subrogation against the TOWN with the express intention of the parties being that the required coverages protect both parties as the primary insurance for any and all losses covered by the above described insurance. The policies shall provide that the clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as they appear in any policy of insurance in which the TOWN is named as an additional insured shall not apply to the TOWN. NEXTAFF shall not commence work under this Agreement until it has obtained all of the minimum insurance required herein. NEXTAFF agrees that its employees shall perform the work under this Agreement as independent contractors, and not as a subcontractor, agent or employee of the TOWN. Violation of the terms of the paragraph and its sub-parts shall constitute a material breach of the Agreement by NEXTAFF and the TOWN, at its sole discretion may cancel the Agreement and all rights, title and interest of NEXTAFF shall thereupon cease and terminate.

11. INDEMNIFICATION: NEXTAFF shall indemnify, defend and save harmless the TOWN, its officers, agents and employees, from and against any and all liability, claims, demands, or damages, caused by a negligent act or omission, misfeasance, or malfeasance of NEXTAFF, its school crossing guards, supervisory personnel, agents, servants or employees including fines, fees, expenses, penalties, or suit proceedings, actions and costs of action, and attorney's fees for trial and or appeal, of any kind and nature arising or growing out of the actions of NEXTAFF connected with the performance of this Agreement, whether by act or omission of NEXTAFF, its agents, servants, employees or others; unless said claim for liability is caused by the negligence, misfeasance or malfeasance of the TOWN or its agents or employees.

NEXAFF shall pay all losses, claims, liens, settlements, or judgement of any nature whatsoever in connection with the forgoing indemnification, including, but not limited to, reasonable

attorneys' fees (including appellate attorneys' fees and costs). The TOWN reserves the right to select its own counsel to conduct any defense in any such proceedings and all costs and fees associated therewith shall be the responsibility of NEXTAFF under the indemnification agreement set forth herein. Nothing contained herein is intended to, nor shall it be construed as waiving the TOWN'S rights and immunities under the common law of Florida Statute 768.28, as amended from time to time.

12. NON-ASSIGNABILITY: This Agreement or any portion hereof shall not be assigned or transferred by either party without the written consent of the other party.
13. CONSTRUCTION: This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Palm Beach County.
14. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT: During the performance of the Agreement, NEXTAFF shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. NEXTAFF shall take affirmative action to ensure that employees are treated equally without regard to their race, color, creed, sex or national origin.
15. TERMINATION: Either party may terminate this Agreement on thirty (30) days written notice.
16. FUNDING: In the event that the Town does not budget sufficient funds for a new fiscal year, the TOWN shall notify NEXTAFF of such occurrence and the Agreement shall terminate on the last day of the current fiscal period without penalty or expense to the town.
17. RIGHT TO AUDIT: The TOWN reserves the right to audit NEXTAFF'S records as such records relate to the services and the Agreement between the TOWN AND NEXTAFF. The records of NEXTAFF shall be public records and shall be maintained and available in accordance with the provisions of Chapter 119, F.S.
18. REQUEST FOR RECORDS: This Agreement is subject to and governed by the laws of the State of Florida, including without limitation, Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with 119.0701, Florida Statutes.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

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 561-746-6201, PD-RECORDS@JUPITER.FL.US, 196 MILITARY TRAIL, JUPITER, FLORIDA 33458.

19. **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.
20. **ATTORNEYS' FEES:** In the event that legal action is taken to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, including attorneys' fees at all appellate levels, and other costs and disbursements, in addition to any other relief to which the prevailing party is entitled.
21. **BUSINESS TAX REQUIRED:** NEXTAFF shall pay a business tax and obtain a business tax receipt from Palm Beach County prior to commencing any work under the Agreement.
22. **JOINT PREPARATION:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.
23. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

24. NOTICES: Except as provided above, whenever either party desires to or must give notice to the other, it must be given by written notice, sent by certified U.S. Mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified and the place for giving of notice in compliance the provisions of this paragraph. For the present, the parties designate the following as the respective persons and places for giving of notice.

TOWN: Town Manager
 210 Military Trail
 Jupiter, Florida 33458

NEXTAFF: Buffy A. Butler

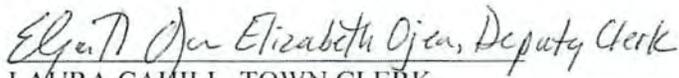
 4790 West Commercial Boulevard
 Tamarac, Florida 33319

25. CONFLICT: In the event of any conflict between any provisions of this Agreement and any provisions in the exhibits hereto, the parties agree that the provisions of this Agreement are controlling.

IN WITNESS WHEREOF, TOWN OF JUPITER AND NEXTAFF have signed this Contract. THIS AGREEMENT will be effective on June 16, 2022.


MAYOR JIM KURETSKI

ATTEST:

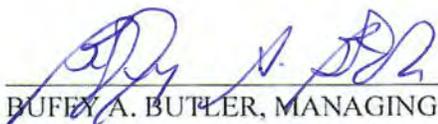
For 
LAURA CAMILL, TOWN CLERK



APPROVED AS TO FORM AND LEGAL SUFFICIENCY


THOMAS J. BAIRD, TOWN ATTORNEY

THE BUTLER GROUP OF
SOUTH FLORIDA, LLC d/b/a NEXTAFF


BUFFY A. BUTLER, MANAGING MEMBER



SCHOOL CROSSING GUARD SERVICES

Buffy A. Butler
The Butler Group of South Florida, LLC
d/b/a NEXTAFF
4790 West Commercial Boulevard
Tamarac, Florida 33319
954.733.0777 Office
954.733.0444 Fax
www.nextaff.com



Town of Jupiter
PD-2022-001-BA

February 28, 2022



COMPANY PROFILE

Proposer: The Butler Group of South Florida, LLC
d/b/a NEXTAFF
A Florida Limited Liability Company

Proposal: Town of Jupiter
School Crossing Guard Services

Certifications: County Business Enterprise
State of Florida Minority/Woman-Owned Business

Headquarters: 4790 West Commercial Boulevard
Tamarac, Florida 33319
954.733.0777 Office
954.733.0444 Fax
www.nextaff.com

Authorized Personnel: Buffy A. Butler
FDOT Certified School Crossing Guard Trainer
954.733.0777
bbutler@nextaff.com

Delisa Williams
FDOT Certified School Crossing Guard Trainer
954.733.0777
dwilliams@nextaff.com





QUALIFICATIONS

NEXTAFF helps companies maximize and benefit from strategic workforce planning. Today change is the only constant. Those who remain flexible and adapt quickly can hold the competitive advantage.

As a premier workforce strategies provider, NEXTAFF allows employers to remain flexible. By offering a complete range of employment services, we help companies - no matter where they are in their business evolution - raise productivity through improved strategy, quality, efficiency and cost control across their workforce. With NEXTAFF, companies can concentrate on their core business activities and adapt quickly to changing workforce requirements.

While the need for talent is increasing rapidly in nearly every marketplace, the number of qualified candidates, in many industries, is decreasing. In the U.S. alone, over the next 15 years, the number of available candidates who make up much of the talent pool is expected to decline by 15 percent.

For that reason, it has become critically important for companies to develop a systematic plan and process to put the right talent in the right place at the right time. Those businesses that stand the best chance of overcoming these new market realities are those that are committed to the development and maintenance of a strong and relevant talent acquisition process.

We understand staffing *and* workflow. While our Scope of Services details the specifics of the required work, we realize in the world of school crossing guard services each municipality that we partner with entrusts the entire function of the department to us. Our main responsibilities include:

- Recruiting
- Hiring
- Compensation
- Retention
- Management
- Training
- Safety

We have over twenty-five (25) Florida Department of Transportation Certified School Crossing Guard Trainers prepared to train and re-certify our school crossing guard team. We re-certify our guards annually during the month of August, for us it is NEXTAFF in Training. We also have a large team of experienced supervisors, team leaders and well in excess of 300 certified (or available for re-certification) school crossing guards.





EXPERIENCE

Founded in 1998, NEXTAFF has offices in Arizona, California, Colorado, **Florida**, Illinois, Iowa, Kansas, Michigan, Mississippi, Missouri, Nebraska, North Carolina, Oregon, Pennsylvania, South Carolina, Tennessee and Texas. **Our South Florida franchise, which is independently owned and operated, opened in September 2006.** At NEXTAFF, our goal is to provide a superior level of service by which all other companies will be measured.

Since 2006, we have had the opportunity to partner with several South Florida companies providing them with workforce solutions. At NEXTAFF, we realize that talent changes everything, and as a result, we have developed a proprietary formula for identifying, placing and supporting the most qualified candidates for the job.

Counting Dolphin Stadium, now Sun Life Stadium, as one of our first clients, we have provided staffing for the regular National Football League seasons, FEDEX Orange Bowls and the 2007 Super Bowl. Consistently, we have been commended for our people, their conscientiousness, and their talent.

In 2007, we were asked to provide security services to a local church with multiple campuses, two schools and over 20,000 congregants. It was there that we had the opportunity to apply our expertise in security and safety services with the church's need to protect and care for the children attending its schools. After much success, we are the church's go to company for security services.

Awarded two contracts with Broward County in 2008, we now have four contracts with Broward County providing general temporary staffing, Information Technology, food services and school crossing guard services.

In 2009, the Town of Davie selected NEXTAFF to administer its school crossing guard program. The Town of Davie was most impressed with the spirit of excellence in which we operated, the immediacy of our response, and the way we seamlessly transitioned between contracts.

We are now proud to call, the Cities of Coconut Creek, Deerfield Beach, Margate, Miramar, North Miami Beach, Oakland Park, Orlando and Pompano Beach, in addition to the Towns of Davie and Jupiter, Orange County Sheriff's Office and the Palm Beach Sheriff's office, clients.

Our crossing guard management approach is fresh and unique. We build teams at NEXTAFF, which in turn helps to lower turnover, improve efficiency, and provides a redundancy in the system to always ensure complete and solid post coverage. During the past school year, we are proud to report that we had a significant number of guards with perfect attendance, in addition to the fact that most of our guards have been with us since the start of our contracts. Our guards refer their friends and family time and time again for positions within our company. They have a loyalty to NEXTAFF which is unique, and we reward our guards on a regular basis to let them know just how grateful we are for their service.





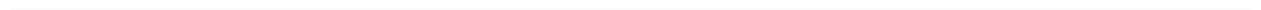
OUR MANAGEMENT TEAM

Buffy A. Butler, Managing Member, *FDOT Certified School Crossing Guard Trainer*. With over 30 years' experience in Human Resources and Operations Management, Ms. Butler understands staffing and workflow. She oversees the overall management of the NEXTAFF offices in South Florida. She serves as contract liaison with local municipalities.

Ms. Butler was invited by the Administrator of the Florida Crossing Guard Training Program to take part in the statewide committee meeting to review and update the Florida School Crossing Guard Training (Uniform) Guidelines for 2020. Ms. Butler was the only individual from a private company represented.

Ms. Butler continues to serve on the FDOT Guidelines Committee, and she is also in the training video used by agencies statewide.

Delisa S. Williams, Operations Manager, *FDOT Certified School Crossing Guard Trainer*. Mrs. Williams manages our day-to-day school crossing guard operations and coordinates our training efforts. A former Navy training petty officer, she has extensive knowledge in training and human resources management.





SCOPE OF SERVICES

Scheduling and Staffing. If given the opportunity to serve the Town of Jupiter again, as your school crossing guard services provider, we would move forward with the following steps.

- Confer with the designated municipal representatives on the set number of posts and/or school crossing guards required for the school crossings within the city's limits, to insure there we are up to date on any changes in the post locations and/or required number of guards. Once confirmed, we will develop a duty roster based on the post requirements.
- We will meet with the individuals currently working as school crossing guards within the city to inform them of any changes to the school crossing guard program.

Training and Certification. With over 25 certified Florida Department of Transportation School Crossing Guard trainers on staff, we ensure all school crossing guard candidates prior to assuming any post are certified in accordance with Section 316.75 of the Florida Statutes. All guards must successfully complete the following as identified in the Florida School Crossing Guard Training Guidelines.

- Classroom instruction: pass at least 75 percent of the items on the written examination;
 - Practical training: perform each of the duties listed on the performance checklist satisfactorily; and
 - Supervised duty: perform satisfactorily all of the duties listed on the performance checklist in at least the second of two observations, under the following conditions: (1) trainer does not intervene after starting checklist entry for an observation, (2) each observation is conducted during a regular shift at a crosswalk to which the guard is as-signed during that shift, (3) observation is continued for at least 30 minutes, or for duration of the guard's shift duty at the crosswalk if it is less than 30 minutes, and (4) if the guard performs crossing duty in both the morning and the afternoon, one observation should be conducted in the morning and the other in the afternoon.
 - Basic pre-employment physical examination to ensure all crossing guard candidates meet the requirements necessary to fulfill the role as a crossing guard. This basic examination includes but is not limited to sight, physical ability and agility.
-

We conduct training sessions regularly for guards to complete the certification and recertification processes to ensure compliance with Florida Department of Transportation School Crossing Guard Program.

Background Checks and Quality Control. NEXTAFF reduces hiring risks by providing screening services that are user-friendly and accurate. We have aligned with the nation's leading screening provider to offer our clients the greatest speed, accuracy and technology in the screening industry. We do not believe in a one size fits all philosophy, so, we tailor our screening to our client's needs and requirements. Therefore, **all school crossing guards** will be screened in accordance with the municipality's requirements of a comprehensive background check to include state and national level in addition to sexual predator/offender checks. ***ALL school crossing guards are rescreened on an annual basis prior to the start of the new school year. ***



NEXTAFF's partner has established a "single blind" Quality Assurance Program for researchers conducting research on behalf of the company. Prior to receiving client research requests, a perspective researcher is given a "blind" sample of criminal research requests with "known records" mixed in. The company has a collection of "known records" for nearly every jurisdiction in the United States. The perspective researcher is required to return the "known records" with 100% accuracy and within an acceptable time frame prior to being placed on the approved list of researchers. Once approved, each researcher is secretly tested each quarter with a "known record" sent along with the standard research request lists. Failure to return the "known record" with 100% accuracy results in removal from the approved list of researchers.

Our partner's custom software system incorporates a quality assurance capability as well. As orders are received and processed electronically or by fax, a second processor must perform a quality assurance audit of the order. As results are received, trained researchers and results specialists perform the initial data entry into our system. These results are not official and not visible to the client until a *second results specialist* reviews the entry and marks it as accurate in the database, thus allowing the result to be visible to the client.

NEXTAFF employs a 24-hour telephone answering service, so, calls are answered after hours by a live person. Calls from school crossing guards are relayed by two methods, one is immediate dispatch and/or patching to our on-call manager, and then by e-mail giving the status of the call to the office, which is relayed to another manager via a smart phone device, so, there is redundancy built into our system.

Equipment and Appearance. All school crossing guards employed by NEXTAFF are required to wear a standard uniform as required by the municipality. Currently, the following uniform is in place:

- Black Slacks/Shorts
 - White Collared Shirt
-

-
- Whole Shoes (closed toe) All Black

Additionally, guards will be equipped with the following items in accordance with the requirements of the Florida Department of Transportation, and as specified by the local municipality.

- Retro Reflective Vest – ANSI Class 2
- Whistle with Lanyard
- Retro Reflective Stop Paddle
- NEXTAFF Identification Badge
- Hi-visibility Raingear (NEXTAFF provides as standard-issue equipment)

Bill Rate: Our bill rate is \$22.49 per hour, School Crossing Guards and \$22.49 per hour, Supervisor.





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

AGREEMENT FOR SCHOOL CROSSING GUARD SERVICES

AGREEMENT NO. RFP2023-070PD

THIS AGREEMENT is made and entered this 15th day of June, 2023 (the "effective date"), by and between the **City of Palm Beach Gardens**, a Florida municipal corporation (the "City"), located at 10500 North Military Trail, Palm Beach Gardens, Florida 33410, and **All-City Management Services, Inc.**, a California corporation (the "Contractor"), located at 10440 Pioneer Boulevard, Suite #5, Santa Fe Springs, California 90670.

WHEREAS, the City desires to retain the services of the Contractor to provide school crossing guard services in accordance with the City's Request for Proposals, RFP2023-070PD, School Crossing Guard Services, and the Contractor's response thereto, inclusive of all final replies, attached hereto and incorporated herein as Exhibit "A"; and

WHEREAS, the City Council of the City of Palm Beach Gardens, Florida, by approving this Agreement, authorizes the City Manager to execute all subsequent amendments or renewals of this Agreement for School Crossing Guard Services.

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

ARTICLE 1. INCORPORATION OF REQUEST FOR PROPOSALS

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Request for Proposals, RFP2023-070PD, School Crossing Guard Services, and the Contractor's response thereto, including all addenda, final replies, and documentation required thereunder.

ARTICLE 2. DESCRIPTION OF SERVICES

The Contractor shall provide school crossing guard services to the City, inclusive of all standard practices and performances, based on the schedules and times established by the City of Palm Beach Gardens Police Department.

ARTICLE 3. COMPENSATION

The City will pay the Contractor for performing school crossing guard services according to the terms and conditions of the Request for Proposals and the Contractor's proposed rates and fees for providing the services.

The City will pay the Contractor an hourly rate of Thirty-One Dollars and Eighty-Seven Cents (\$31.87) per hour. The City's estimated expenditure under this Agreement is Two Million Three Hundred Seventy-Two Thousand Nine Hundred Two Dollars and Eighty Cents (\$2,372,902.80) for the five- (5) year term of the Agreement.

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

ARTICLE 4. TERM

The term of this Agreement shall be from August 1, 2023, through July 31, 2028, unless terminated earlier as provided for in Article 5.

Prior to the expiration of the term of the Agreement, the City shall have the Option to Renew the Agreement for an additional five- (5) year term at the City's sole discretion.

ARTICLE 5. TERMINATION

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

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

ARTICLE 6. MISCELLANEOUS PROVISIONS

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

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

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

As to the Contractor: **All-City Management Services, Inc.**
10440 Pioneer Boulevard, Suite #5
Santa Fe Springs, California 90670
Attn: David Mecusker
Email: david@thecrossingguardcompany.com

- b. Headings. The headings contained in this Agreement are for convenience of reference only and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.
- c. Entire Agreement. This Agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof. Metropolitan Life Insurance Company shall issue a policy that sets forth the terms and conditions of insurance coverage.
- d. Binding Effect. All of the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.
- e. Assignability. This Agreement may not be assigned without the prior written consent of all parties to this Agreement.
- f. Severability. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.
- g. Governing Law and Venue. This Agreement and all transactions contemplated by this Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflict of laws

principle. Venue for all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives whatever its respective rights may have been in the selection of venue. This Agreement shall not be construed against the party who drafted the same as all parties to this Agreement have had legal and business experts review the adequacy of the same.

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

ARTICLE 7. SUPERIORITY OF OTHER FORMS OR DOCUMENTS

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

ARTICLE 8. PUBLIC RECORDS

Pursuant to Chapter 119, *Florida Statutes*, the Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Palm Beach Gardens in order to perform the service. Upon request from the City's custodian of public records, the Contractor shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes*, or as otherwise provided by law. The Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of this Agreement. Upon completion of this Agreement, the Contractor shall transfer, at no cost,

to the City, all public records in possession of the Contractor or keep and maintain public records required by the City of Palm Beach Gardens in order to perform the service. If the Contractor transfers all public records to the City upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Palm Beach Gardens, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City of Palm Beach Gardens.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, *FLORIDA STATUTES*, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE OFFICE OF THE CITY CLERK LOCATED AT 10500 NORTH MILITARY TRAIL, PALM BEACH GARDENS, FLORIDA 33410, PHONE NUMBER (561) 799-4122, EMAIL ADDRESS: PSNIDER@PBGFL.COM.

(The remainder of this page intentionally left blank.)

City of Palm Beach Gardens
Agreement No. RFP2023-070PD
School Crossing Guard Services

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

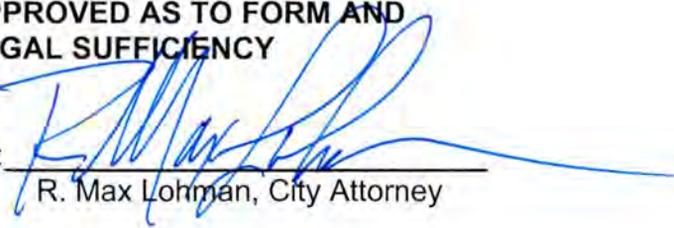
CITY OF PALM BEACH GARDENS, FLORIDA

By: 
Chelsea Reed, Mayor

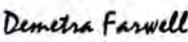
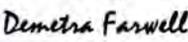
ATTEST:

By: 
Patricia Snider, CMC, City Clerk

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

By: 
R. Max Lohman, City Attorney

ALL-CITY MANAGEMENT SERVICES, INC.

DocuSigned by:

By: 
Demetra Farwell, Corporate Secretary

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

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Caryn Gardner-Young, Community Development Director

DATE: July 18, 2024

SUBJECT: **RESOLUTION – Approving a Second Amendment to the Professional Services Agreement with Chen Moore & Associates, Inc. to increase the compensation for Fiscal Year 2024 to \$125,000.**

In July of 2023, the Village posted a solicitation for general planning services on an as needed basis. One of the companies selected was Chen Moore & Associates, Inc. (“Chen Moore”). On August 24, 2023, the Village executed a Professional Services Agreement with Chen Moore and capped the total amount of compensation to \$50,000 per fiscal year. On January 11, 2024, the Village Council approved an Amendment to the Agreement with Chen Moore to increase the amount of compensation for Fiscal Year 2024 from \$50,000 to \$80,000 to cover the cost of Chen Moore preparing the Village’s Evaluation and Appraisal Report for its Comprehensive Plan.

Since January, the Village has required additional services from Chen Moore. First, the Village expended approximately \$5,000 to cover the costs of drafting an Introduction, Definitions and Acronyms Section for the EAR which was not expected when the EAR scope of service was originally created. Further, Chen Moore provided the use of a planner to review building permits for zoning regulations from January through March due to the resignation of the Village Planner. Consequently, Staff is requiring the approval of a Second Amendment to the Professional Services Agreement to increase the compensation for Fiscal Year 2024 to \$125,000.

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

\$125,000 for drafting of the amendments to the Comprehensive Plan and providing planning services to review building permits for zoning issues to be added to the Planning and Zoning Professional Services line item. If a budget amendment is necessary, it will be prepared at year-end.

Recommendation:

Village Staff recommends Village Council consideration and approval of the attached Resolution approving a Second Amendment to the Professional Services Agreement with Chen Moore & Associates, Inc. to increase the total compensation for Fiscal Year 2024 from \$80,000 to \$125,000 to cover the costs of the required Comprehensive Plan Amendments and authorizing the Village Manager to execute the Amendment in accordance with Village policies and procedures.

RESOLUTION 2024-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING A SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CHEN MOORE & ASSOCIATES, INC. TO INCREASE THE TOTAL AMOUNT OF COMPENSATION FOR FISCAL YEAR 2024 AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE SECOND AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2023-65, the Village Council authorized the Village Manager to execute an Agreement for Professional (Planning) Services with six firms, including Chen Moore & Associates, Inc., in an amount not to exceed \$50,000.00 during any single fiscal year; and

WHEREAS, through the adoption of Resolution No. 2024-01, the Village Council approved an Amendment to the Agreement with Chen Moore to increase the total amount of compensation for Fiscal Year 2024 to \$80,000; and

WHEREAS, due to additional work performed by Chen Moore relating to the EAR Amendments to the Village's Comprehensive Plan and the provision of interim planning services, Village Staff is seeking an additional increase to the compensation paid during Fiscal Year 2024 to \$125,000, necessitating a Second Amendment to the Agreement; 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 a Second Amendment to the Professional Services Agreement with Chen Moore & Associates, Inc. to increase the total amount of compensation during Fiscal Year 2024 to \$125,000.00, a copy of which is attached hereto and incorporated herein, and authorizes the Village Manager to execute the Second Amendment on behalf of the Village.

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 _____, 2024.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Planning Services)

THIS SECOND AMENDMENT is entered on this ____ day of _____, 2024, by and between the **Village of North Palm Beach**, a Florida municipal corporation (“Village”) and **Chen Moore & Associates, Inc.**, a Florida corporation (“Consultant”).

RECITALS

WHEREAS, on August 24, 2023, the Village entered into a Professional Services Agreement with Chen Moore & Associates, Inc. (“Chen Moore”) for general Planning Services (“Agreement”) and capped the total amount of compensation at \$50,000 per fiscal year; and

WHEREAS, on January 11, 2024, the Village executed an Amendment to the Agreement to increase the total amount of compensation payable for Fiscal Year 2024 to \$80,000; and

WHEREAS, due to additional work performed by Chen Moore relating to Amendments to the Village’s Comprehensive Plan and the provision of interim planning services, the parties wish to again increase the total amount of compensation to cover the cost of this additional work.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in the Agreement, as amended, the sufficiency of which is hereby acknowledged by the parties, the Village and the Consultant agree as follows:

1. The foregoing recitals are ratified and incorporated herein.
2. Section 5(a) of the Agreement is hereby amended to increase the total amount of compensation payable by the Village to Consultant for Fiscal Year 2024 to **One Hundred and Twenty-Five Thousand Dollars and No Cents (\$125,000.00)**.
3. All other provisions of the Agreement, to the extent not expressly modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Second Amendment to the Professional Services Agreement (Planning Services) as of the day and year set forth above.

VILLAGE OF NORTH PALM BEACH:

By: _____
Charles D. Huff, Village Manager

CONSULTANT:

CHEN MOORE & ASSOCIATES, INC.

By: _____
Print Name:
Title:

PROFESSIONAL SERVICES AGREEMENT
(Planning Services)

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered on 24th day of August, 2023, by and between the **Village of North Palm Beach**, a Florida municipal corporation (“Village”) and **Chen Moore & Associates, Inc.**, a Florida corporation (“Consultant”).

RECITALS

WHEREAS, the Village issued a Request for Proposals for General Planning Services (“RFP”), and Consultant submitted a Proposal in response to the RFP; and

WHEREAS, the Village wishes to retain the services of Consultant, and Consultant has agreed to provide General Planning Services to the Village in accordance with its Proposal and pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained, the sufficiency of which is hereby acknowledged by the parties, the Village and the Consultant agree as follows:

SECTION 1: INCORPORATION OF RECITALS. The foregoing Recitals are incorporated into this Agreement as true and correct statements.

SECTION 2: CONSULTANT’S SERVICES AND COMPENSATION. The Consultant shall provide General Planning Services to the Village on an as needed, non-exclusive basis as directed by the Community Development Director and as described in the RFP for General Planning Services. Both the RFP and Consultant’s Proposal are hereby incorporated herein by reference. The Village shall compensate Consultant for services performed in accordance with the rate schedule attached hereto as Exhibit “A” and incorporated herein by reference. In accordance with a request for services on special projects from the Community Development Director, Consultant will prepare a work order authorization including a specific scope of work and fee for services which shall be submitted to and approved by the Community Development Director prior to any work being conducted. Direct costs may be reimbursed by the Village if approved in advance by the Community Development Director, and invoiced without markup.

SECTION 3: INDEPENDENT CONTRACTOR RELATIONSHIP. No relationship of employer or employee is created by this Agreement, it being understood that Consultant will act hereunder as an independent contractor and none of Consultant’s, officers, directors, employees, independent contractors, representatives, or agents performing services for Consultant pursuant to this Agreement shall have any claim under this Agreement or otherwise against the Village for compensation of any kind under this Agreement. The relationship between the Village and Consultant is that of independent contractors, and neither shall be considered a joint venturer, partner, employee, agent, representative or other relationship of the other for any purpose expressly or by implication.

SECTION 4: TERM, TIME, AND TERMINATION.

a. **Term.** The term of this Agreement shall commence upon the approval of this Agreement by the Village and shall continue for a five (5) year term or until either party terminates this Agreement as set forth herein. This Agreement may be extended for two (2) additional one-year terms upon mutual consent of Consultant and the Village Manager and approval by the Village Council.

b. **Time for Completion.** Time is of the essence in the performance of this Agreement. Upon direction from the Community Development Director, Consultant shall at all times carry out its duties and responsibilities as expeditiously as possible.

c. Force Majeure. Neither party hereto shall be liable for its failure to perform hereunder due to any circumstances beyond its reasonable control, such as acts of God, wars, riots, national emergencies, sabotage, strikes, labor disputes, accidents, and governmental laws, ordinances, rules, or regulations. The Consultant or Village may suspend its performance under this Agreement as a result of a force majeure without being in default of this Agreement, but upon the removal of such force majeure, the Consultant or Village shall resume its performance as soon as is reasonably possible. Upon the Consultant's request, the Village shall consider the facts and extent of any failure to perform the services and, if the Consultant's failure to perform was without its or its subconsultants' fault or negligence, the schedule and/or any other affected provision of this Agreement may be revised accordingly, subject to the Village's rights to change, terminate, or stop any or all of the services at any time. No extension shall be made for delay occurring more than three (3) days before a notice of delay or claim therefore is made in writing to the Village. In the case of continuing cause of delay, only one (1) notice of delay or claim is necessary.

d. Termination. Either party may terminate this Agreement at any time with or without cause by giving not less than ten (10) days' written notice of termination.

e. Early Termination. If this Agreement is terminated before the completion of all services by the Consultant, the Consultant shall:

1. Stop services on the date and to the extent specified including without limitation services of any subconsultants; and
2. Transfer all work in progress, completed work, and other materials related to the terminated services to the Village in the format acceptable to Village.

f. Effect of Termination. Termination of this Agreement shall not affect any rights, obligations, and liabilities of the parties arising out of transactions which occurred prior to termination. Notwithstanding the foregoing, the parties acknowledge and agree that the Village is a municipal corporation and political subdivision of the state of Florida, and as such, this Agreement is subject to budgeting and appropriation by the Village of funds sufficient to pay the costs associated herewith in any fiscal year of the Village. Notwithstanding anything in this Agreement to the contrary, in the event that no funds are appropriated or budgeted by the Village's governing board in any fiscal year to pay the costs associated with the Village's obligations under this Agreement, or in the event the funds budgeted or appropriated are, or are estimated by the Village to be, insufficient to pay the costs associated with the Village's obligations hereunder in any fiscal period, then the Village will notify Consultant of such occurrence and either the Village or Consultant may terminate this Agreement by notifying the other in writing, which notice shall specify a date of termination no earlier than twenty-four (24) hours after giving of such notice. Termination in accordance with the preceding sentence shall be without penalty or expense to the Village of any kind whatsoever; however, Village shall pay Consultant for all services performed under this Agreement through the date of termination.

SECTION 5: COMPENSATION.

a. Payments. The Village agrees to compensate the Consultant in accordance with the rate schedule set forth in Exhibit "A." **The total compensation payable by the Village to Consultant during any fiscal year shall not exceed Fifty Thousand Dollars (\$50,000.00).** The Village shall not reimburse the Consultant for any additional costs incurred as a direct or indirect result of Consultant providing services to the Village under this Agreement which exceed the amount set forth above, unless prior written approval has been obtained by the Consultant.

b. Invoices. Consultant shall render monthly invoices to the Village for services that have been rendered in conformity with this Agreement in the previous month. The invoices shall specify the

services performed and the time spent on the same. All reimbursable expenses shall also be clearly identified on the invoice with supporting documentation. Invoices will normally be paid within thirty (30) days following the Village's receipt of the Consultant's invoice.

SECTION 6: INDEMNIFICATION.

a. The Consultant, its officers, employees and agents shall indemnify and hold harmless the Village, including its officers and employees from liabilities, damages, losses, and costs, including but not limited to, reasonable attorney's fees (at the trial and appellate levels), to the extent caused by the negligence, recklessness or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the services under this Agreement. The Village agrees to be responsible for its own negligence.

b. 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 the Consultant, nor shall this Agreement be construed as a waiver of sovereign immunity for the Village beyond the waiver provided in section 768.28, Florida Statutes.

SECTION 7: COMPLIANCE AND DISQUALIFICATION. Each of the parties agrees to perform its responsibilities under this Agreement in conformance with all laws, regulations and administrative instructions that relate to the parties' performance of this Agreement.

SECTION 8: PERSONNEL. The Consultant represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the Village. All of the services required hereunder shall be performed by the Consultant or under its supervision, and all personnel engaged in performing the services shall be fully qualified and authorized or permitted under federal, state, and local law to perform such services.

SECTION 9: SUB-CONSULTANTS. The Village reserves the right to accept the use of a sub-consultant or to reject the selection of a particular sub-consultant and approve all qualifications of any sub-consultant in order to make a determination as to the capability of the sub-consultant to perform properly under this Agreement. All sub-consultants providing professional services to the Consultant under this Agreement will also be required to provide their own insurance coverage identical to those contained in this Agreement. In the event that a sub-consultant does not have insurance or does not meet the insurance limits as stated in this Agreement, the Consultant shall indemnify and hold harmless the Village for any claim in excess of the sub-consultant's insurance coverage, arising out of the negligent acts, errors, or omissions of the sub-consultant. The Consultant shall not charge an administrative fee or surcharge on any sub-consultant's services; all sub-consultant costs shall be a direct pass-through cost to the Village.

SECTION 10: FEDERAL AND STATE TAX. The Village is exempt from payment of Florida State Sales and Use Tax. The Consultant is not authorized to use the Village's Tax Exemption Number.

SECTION 11: INSURANCE.

a. Prior to commencing any services, the Consultant shall provide proof of insurance coverage as required hereunder. Such insurance policy(s) shall be issued by the United States Treasury or insurance carriers approved and authorized to do business in the State of Florida, and who must have a rating of no less than "excellent" by A.M. Best or as mutually agreed upon by the Village and the Consultant. All such insurance policies may not be modified or terminated without the express written authorization of the Village.

<u>Type of Coverage</u>	<u>Amount of Coverage</u>
Professional liability/ Errors and Omissions	\$1,000,000 per occurrence
Commercial general liability (Products/completed operations Contractual, insurance broad form property, Independent Consultant, personal injury)	\$1,000,000 per occurrence \$2,000,000 annual aggregate
Automobile (owned, non-owned, & hired)	\$500,000 per occurrence
Worker's Compensation	\$ statutory limits

b. The commercial general liability and automobile policies will name the Village as an additional insured and proof of all insurance coverage shall be furnished to the Village by way of an endorsement to same or certificate of insurance prior to the provision of services. The certificates shall clearly indicate that the Consultant has obtained insurance of the type, amount, and classification as required for strict compliance with this section. Failure to comply with the foregoing requirements shall not relieve Consultant of its liability and obligations under this Agreement.

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

SECTION 12: SUCCESSORS AND ASSIGNS. The Village and the Consultant each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as agreed in writing by all parties, this Agreement is not assignable.

SECTION 13: GOVERNING LAW, VENUE AND REMEDIES. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement 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.

SECTION 14: WAIVER OF JURY TRIAL. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS AGREEMENT.

SECTION 15: ACCESS AND AUDITS. The Consultant shall maintain adequate records to justify all payments made by the Village under this Agreement for at least three (3) years after completion of this Agreement and longer if required by applicable federal or state law. The Village shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the Consultant's place of business. In no circumstances will Consultant be required to disclose any confidential or proprietary information regarding its products and service costs.

SECTION 16: NONDISCRIMINATION. The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.

SECTION 17: AUTHORITY TO PRACTICE. The Consultant 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 Agreement, and that it will at all times conduct its business and provide the services under this Agreement in a reputable manner. Proof of such licenses and approvals shall be submitted to the Village upon request.

SECTION 18: SEVERABILITY. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, to remainder of this Agreement, 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 Agreement shall be deemed valid and enforceable to the extent permitted by law.

SECTION 19: CONVICTED VENDOR LIST/BOYCOTT OF ISRAEL. As provided in section 287.135, Florida Statutes, the Consultant certifies that it and any authorized sub-consultants are not participating in a boycott of Israel. The Consultant further certifies that it and its affiliates have not been placed on the Convicted Vendor List under section 287.133, Florida Statutes. The Village and the Consultant agree that the Village shall have the right to immediately terminate this Agreement if the Consultant, its authorized sub-consultants or affiliates are placed on the Scrutinized Companies that Boycott Israel List, are engaged in a boycott of Israel, or are placed on the Convicted Vendor List maintained by the State of Florida.

SECTION 20: NOTICE. All notices required in this Agreement shall be sent by hand-delivery, certified mail (RRR), or by nationally recognized overnight courier, and if sent to the VILLAGE shall be sent to:

Village of North Palm Beach
Attn: Village Manager
501 US Highway 1
North Palm Beach, FL 33408

and if sent to the Consultant, shall be sent to:

Chen Moore & Associates, Inc.
Attn: Nilsa Zacarias, AICP
500 Australian Avenue South, Suite 850
West Palm Beach, FL 33401

The foregoing names and addresses may be changed if such change is provided in writing to the other party. Notice shall be deemed given upon receipt.

SECTION 21: ENTIRETY OF AGREEMENT. The Village and the Consultant agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

SECTION 22: WAIVER. Failure of a party to enforce or exercise any of its right(s) under this Agreement shall not be deemed a waiver of that parties' right to enforce or exercise said right(s) at any time thereafter.

SECTION 23: PREPARATION AND NON-EXCLUSIVE. This Agreement shall not be construed more strongly against either party regardless of who was more responsible for its preparation. This is a non-

exclusive Agreement and the Village reserves the right to contract with individuals or firms to provide the same or similar services.

SECTION 24: MATERIALITY. All provisions of the Agreement shall be deemed material. In the event Consultant fails to comply with any of the provisions contained in this Agreement or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Agreement and Village may at its option provide notice to the Consultant to terminate for cause.

SECTION 25: LEGAL EFFECT. This Agreement shall not become binding and effective until approved by the Village. The Effective Date is the date this Agreement is executed by the Village.

SECTION 26: NOTICE OF COMPLAINTS, SUITS, AND REGULATORY VIOLATIONS. Each party will promptly notify the other of any complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

SECTION 27: SURVIVABILITY. 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.

SECTION 28: COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and will become effective and binding upon the parties as of the effective date at such time as all the signatories hereto have signed a counterpart of this Agreement.

SECTION 29: PALM BEACH COUNTY IG. In accordance with Palm Beach County ordinance number 2011-009, the CONSULTANT acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The CONSULTANT has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

SECTION 30: AGREEMENT DOCUMENTS AND CONTROLLING PROVISIONS. This Agreement consists of this Agreement and Exhibit, the Request for Proposals, and the Consultant's Proposal. The parties agree to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that there exists a conflict among the terms of the documents, such conflict shall be resolved in the following Order: this Agreement and Exhibit, the Request for Proposals, and the Consultant's Proposal. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

SECTION 31: OWNERSHIP OF DELIVERABLES. The deliverables, work product, specifications, calculations, supporting documents, or other work products prepared by Consultant pursuant to this Agreement shall become the property of the Village upon delivery. The Consultant may keep copies or samples thereof and shall have the right to use the same. The Village accepts sole responsibility for the reuse of any such documents in a manner other than as initially intended or for any use of incomplete documents.

SECTION 32: REPRESENTATIONS AND BINDING AUTHORITY. By signing this Agreement, on behalf of the Consultant, the undersigned hereby represents to the Village that he or she has the authority and full legal power to execute this Agreement and any and all documents necessary to effectuate and implement the terms of this Agreement on behalf of the Consultant for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Agreement.

SECTION 33: PUBLIC RECORDS. The Consultant shall comply with Florida's Public Records Act, Chapter 119, Florida Statutes, and, if determined to be acting on behalf of the Village as provided under section 119.011(2), Florida Statutes, specifically agrees to:

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

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

SECTION 34: NO THIRD-PARTY BENEFICIARIES. There are no third party beneficiaries under this Agreement.

SECTION 35: E-VERIFY. The Consultant warrants and represents that Consultant and all sub-consultants are in compliance with Section 448.095, Florida Statutes, as may be amended. The Consultant has registered to use, and shall continue to use, the E-Verify System (E-Verify.gov) to electronically verify the employment eligibility of newly hired employees and has received an affidavit from each sub-consultant stating that the sub-consultant does not employ, contract with or subcontract with an unauthorized alien. If the Village has a good faith belief that the Consultant has knowingly violated Section 448.09(1), Florida Statutes, the Village shall terminate this Agreement pursuant to Section 448.095(2), Florida Statutes, as may be amended. If the Village has a good faith belief that a sub-consultant has knowingly violated Section 448.09(1), Florida Statutes, but the Consultant has otherwise complied, it shall notify the Consultant, and the Consultant shall immediately terminate its agreement with the sub-consultant.

IN WITNESS WHEREOF, the parties hereto have made and executed this Professional Services Agreement (Consulting Services for planning and zoning review services) as of the day and year set forth above.

VILLAGE OF NORTH PALM BEACH:

By: _____
DocuSigned by:
Chuck Huff
8E231351D0684D3
Charles D. Huff, Village Manager

**CONSULTANT:
CHEN MOORE & ASSOCIATES, INC.**

By: _____
DocuSigned by:
Cristobal Betancourt
179CBC4A1F0543D...
Print Name: Cristobal Betancourt
Title: Vice President

SCHEDULE OF FEES

POSITION	HOURLY RATE
President	\$450
Principal	\$350
Principal Engineer	\$240 ✓
Senior Engineer	\$200
Project Engineer	\$140
Associate Engineer	\$120
Engineer	\$110
Principal Landscape Architect	\$220
Senior Landscape Architect	\$150
Project Landscape Architect	\$120
Associate Landscape Architect	\$110
Landscape Designer	\$110
Principal Planner	\$230 ✓
Senior Planner	\$120 ✓
Project Planner	\$90
Associate Planner	\$75 ✓
Senior Environmental Scientist	\$150
Senior Designer	\$150
Designer	\$110
Senior Technician	\$100
Technician	\$95
Senior Construction Specialist	\$140
Construction Specialist	\$95
Administrative Staff	\$85
Intern	\$65

RESOLUTION 2024-01

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA APPROVING AN AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH CHEN MOORE & ASSOCIATES, INC. TO INCREASE THE TOTAL AMOUNT OF COMPENSATION FOR FISCAL YEAR 2024 AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE THE AMENDMENT; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2023-65, the Village Council authorized the Village Manager to execute an Agreement for Professional (Planning) Services with six firms, including Chen Moore & Associates, Inc., in an amount not to exceed \$50,000.00 during any single fiscal year; and

WHEREAS, the Village is required to update its Comprehensive Plan, and Village Staff recommended retaining the services of Chen Moore to prepare the updates at a total cost of \$80,000; and

WHEREAS, these services require both an increase in the total compensation payable by the Village to Chen Moore & Associates, Inc. during Fiscal Year 2024 and a corresponding Amendment to the Agreement; 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 Professional Services Agreement with Chen Moore & Associates, Inc. to increase the total amount of compensation during Fiscal Year 2024, a copy of which is attached hereto and incorporated herein, and authorizes the Village Manager to execute the Amendment on behalf of the Village. The total compensation paid pursuant to the Amendment during Fiscal Year 2024 shall not exceed \$80,000.00.

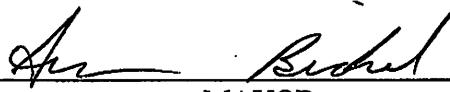
Section 3. All resolutions or parts of resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

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

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



ATTEST: ★


MAYOR


VILLAGE CLERK

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT
(Planning Services)

THIS AMENDMENT is entered on this 11th day of January, 2024, by and between the **Village of North Palm Beach**, a Florida municipal corporation (“Village”) and **Chen Moore & Associates, Inc.**, a Florida corporation (“Consultant”).

RECITALS

WHEREAS, on August 24, 2023, the Village entered into a Professional Services Agreement with Chen Moore & Associates, Inc. (“Chen Moore”) for general Planning Services (“Agreement”); and

WHEREAS, the Agreement capped the total amount of compensation at \$50,000 per fiscal year; and

WHEREAS, due to work that will be performed by Chen Moore relating to Amendments to the Village’s Comprehensive Plan, the parties wish to increase the total amount of compensation to cover the cost of the anticipated cost of the Comprehensive Plan Amendments and related tasks.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained in the Agreement, as amended, the sufficiency of which is hereby acknowledged by the parties, the Village and the Consultant agree as follows:

1. The foregoing recitals are ratified and incorporated herein.
2. Section 5(a) of the Agreement is hereby amended to increase the total amount of compensation payable by the Village to Consultant for Fiscal Year 2024 to **Eighty Thousand Dollars and No Cents (\$80,000.00)**.
3. All other provisions of the Agreement, to the extent not expressly modified herein, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have made and executed this Amendment to the Professional Services Agreement (Planning Services) as of the day and year set forth above.

VILLAGE OF NORTH PALM BEACH:

DocuSigned by:
Chuck Huff
By: _____
Charles D. Huff, Village Manager

CONSULTANT:

CHEN MOORE & ASSOCIATES, INC.
DocuSigned by:
Jose L. Acosta
By: _____
Print Name: Jose L. Acosta
Title: Executive Vice President

**VILLAGE OF NORTH PALM BEACH
POLICE DEPARTMENT**

TO: Honorable Mayor and Council

THRU: Charles Huff, Village Manager

FROM: Rick Jenkins, Police Chief

DATE: July 18, 2024

SUBJECT: **RESOLUTION – Approving a sole source proposal from Emergency Vehicles, Inc. to convert one (1) 2013 Ford E-450 Transport Van to a Mobile Command Center Vehicle at a total cost of \$67,288.00 and authorizing execution of a Contract.**

Village Staff is seeking Council consideration and adoption of the attached Resolution approving the conversion of one (1) 2013 Ford E-450 Transport Van to a Mobile Command Center Vehicle by Emergency Vehicles, Inc. and authorizing execution of a Contract.

Background:

The Ford E-450 Transport Van, assigned Vehicle #363, is a 2013 model (VIN: 1FDXE4FS9DDA70106) with 67,419 miles. The vehicle was previously utilized by another Village department for occupant transport. Once converted, it will serve as an emergency operations center equipped with advanced technology and communication capabilities.

Purchasing:

This conversion will be performed by the sole source local vendor Emergency Vehicles, Inc., at a total cost of \$67,288.00.

Funding:

A total of \$25,000 was received as a donation to partially fund the conversion. The remaining funds will come from the Village's Special Projects Fund.

Account Information:

Fund	Department	Account Number	Account Description	Amount
Special Projects Fund	Special Projects Fund Expense	Q5541-66410	Automotive	\$42,288.00
General Fund	Police	A5711-66160	Donation Expense - Capital	\$25,000.00

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 approval of the attached Resolution accepting a sole source proposal from Emergency Vehicles, Inc. to convert one (1) 2013 Ford E-450 Transport Van to a Mobile Command Center Vehicle at a total cost not to exceed \$67,288.00, with \$42,288.00 expended from Account No. Q5541-66410 (Special Projects Fund Expense – Automotive) and \$25,000.00 from Account No. A5711-66160 (Police – Donation Expense -- Capital) and authorizing the Village Manager to execute a Contract for such services in accordance with Village policies and procedures.

RESOLUTION 2024-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING A SOLE SOURCE PROPOSAL FROM EMERGENCY VEHICLES, INC. FOR THE CONVERSION OF AN EXISTING TRANSPORT VAN TO A MOBILE COMMAND CENTER FOR USE BY THE POLICE DEPARTMENT AND AUTHORIZING THE VILLAGE MANAGER TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Village Staff recommended the acceptance of a sole source proposal from Emergency Vehicles, Inc. for the conversion of an existing Ford E-450 transport van to a Mobile Command Center vehicle for use by the Police Department; and

WHEREAS, the Village Council determines that adoption of this Resolution, including the waiver of any conflicting purchasing policies and procedures, 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 recitals are ratified as true and incorporated herein.

Section 2. The Village Council hereby accepts the proposal from Emergency Vehicles, Inc. for the conversion of an existing transport van to a Mobile Command Center vehicle at a total cost of \$67,288.00, with \$42,288.00 expended from Account No. Q5541-66410 (Special Projects Fund Expense – Automotive) and \$25,000.00 expended from Account No. A5711-66160 (Police – Donation Expense), and authorizes the Village Manager to execute a Contract for these 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 _____, 2024.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2024, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter “VILLAGE”), and EMERGENCY VEHICLES, INC., a Florida corporation, 705 13th Street, Lake Park, Florida 33403 (hereinafter “CONTRACTOR”).

RECITALS

WHEREAS, the VILLAGE is in need of goods and services to convert an existing transport van into a mobile command center vehicle, and CONTRACTOR is the sole source provider of such goods and services; and

WHEREAS, the VILLAGE wishes to accept the written 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 dated May 30, 2024, which is 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 **Sixty-Seven Thousand Two Hundred and Eight-Eight Dollars and No Cents (\$67,288.00)**.
- 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 **one hundred and fifty (150) 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 pursuant to the terms of the Proposal 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 \$1,000,000 combined single limit for bodily injury and property damages liability to protect CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles.
- 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 Section 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 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. CONTRACTOR shall not be responsible for the payment of permit fees.

7. Warranty/Guaranty.

CONTRACTOR warrants that all Work, including goods and services, provided under this Contract will be free of defects in material and workmanship for a period of one (1) year following completion of the Work and successful final inspection or as otherwise set forth in the Proposal. Should any Work fail to comply with this warranty during the warranty period, 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. 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 waive 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 a conflict between this Contract and CONTRACTOR's Proposal, 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.
- K. CONTRACTOR acknowledges and agrees that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair

of a public building or public work; may not submit, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, or subcontractor with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. CONTRACTOR will advise the VILLAGE immediately if it becomes aware of any violation of this statute.

- L. CONTRACTOR certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List and are not engaged in the boycott of Israel. Pursuant to Section 287.135, Florida Statutes, the VILLAGE may immediately terminate this Contract at its sole option if CONTRACTOR or any of its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of this Contract.

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

EMERGENCY VEHICLES, INC.

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

By: _____

CHARLES D. HUFF
VILLAGE MANAGER

AFFIDAVIT

1. I am over 18 years of age and otherwise competent to affirm the matters set forth in this Affidavit, which are based on my personal knowledge.
2. I am an officer or authorized representative of **Emergency Vehicles, Inc.**
3. **Emergency Vehicles, Inc.** does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Under the penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

By: _____

Print Name:

Title:

WARRANTY: Company warrants the new emergency vehicle against defective workmanship and materials. See attached warranty statements for specific coverage and procedure.

CONTINGENCIES: Company shall have no liability to Buyer for any loss or damage arising directly or indirectly from any delay in delivery due to strikes, inability to obtain materials, fires, accidents, or any other cause beyond the Company's control.

DISCLAIMER OF CONSEQUENTIAL DAMAGES: Company expressly disclaims any liability for consequential or incidental damages which may be sustained by Buyer, including but not limited to those arising from the use, inability to use, maintenance or repair of the emergency vehicle, whether under theories of breach of expressed or implied warranty, negligence, strict liability or otherwise.

CANCELLATION: This contract is subject to cancellation by Buyer only upon payment to Company of reasonable cancellation charges, which shall take into account expenses already incurred and commitments made by Company and Company's anticipated profit. This contract is subject to cancellation by seller if major components, for example chassis, cannot be obtained within 12 months from date of contract. Any monies prepaid by buyer will be refunded.

PREPAYMENT / PROGRESS PAYMENTS: Due to the custom, one of a kind, buyer specific design, and dollar amount of the project the seller may require progress payments.

TARIFF / SURCHARGES: Our proposal is based on the latest available pricing from our vendors. Any substantial tariff and/or surcharge fees added on the vendor invoice for major components will be documented and submitted for payment at time of final invoicing.

LIQUIDATION DAMAGES: Buyer and Seller agree that if the Buyer requests the work on the vehicle to be temporarily halted or suspended, for any reason that damages would be difficult to ascertain. Therefore, the parties agree to liquidated damages of \$100.00 per day to compensate the Company for expenses, damages and administration.

SEVERABILITY: If any part hereof is contrary to, prohibited by, or deemed invalid under applicable state laws or regulations, such provision shall be deemed inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder shall not be invalidated and shall be given effect so far as possible.

CHOICE OF LAWS: This proposal shall be construed according to the Laws of the State of Florida. The parties agree that all actions leading up to the formation and execution of this contract occurred with the State of Florida, and that venue for any dispute shall be Palm Beach County, Florida.

PERFORMANCE BOND: When required, the performance bond shall guarantee performance to the attached specifications and shall remain in effect for a period not exceeding one (1) year after the apparatus is completed and accepted by the Buyer.

SHORTAGES: In case of the inability to obtain non-essential component(s) in a timely manner, the Company will complete the unit for your inspection and acceptance. Company will install the shorted component(s) at your facility as soon as they become available. Company will require payment at time of delivery and acceptance, minus a negotiated holdback until all shortages are resolved. Company will issue a clean MSO upon receiving partial payment at time of acceptance.

SUBSTITUTION OF COMPONENT(S): If certain component(s) are not available due to being discontinued or cannot be obtained in a reasonable period of time, the Company will contact you for approval of a substitute or deletion of the component(s) and the related cost.

WORK REQUESTED TO BE DONE LOCALLY: If you require additional work to be completed by a third party, not the Company, after the unit is completed such as; transferring equipment from your old unit onto the new unit, special equipment to be installed, graphics, etc., the Company will require you to inspect and accept the unit at the Company's factory once it completes its portion. Company will arrange for the additional work to be completed by the third party, per your request. Company will require a partial payment, previously negotiated, for the work completed and issue a clean MSO once it's received. The balance will be due upon delivery of the unit to your facility.

QUOTATION

Emergency Vehicles, Inc.

North Palm Beach Police Department
 560 U.S. Highway 1
 North Palm Beach, FL
 (561) 848-2525

Conversion Price \$67,288.00 FOB Lake Park, FL
 *Price is good for 45 days

Quote No: NPB_PD-0001
 05/21/2024

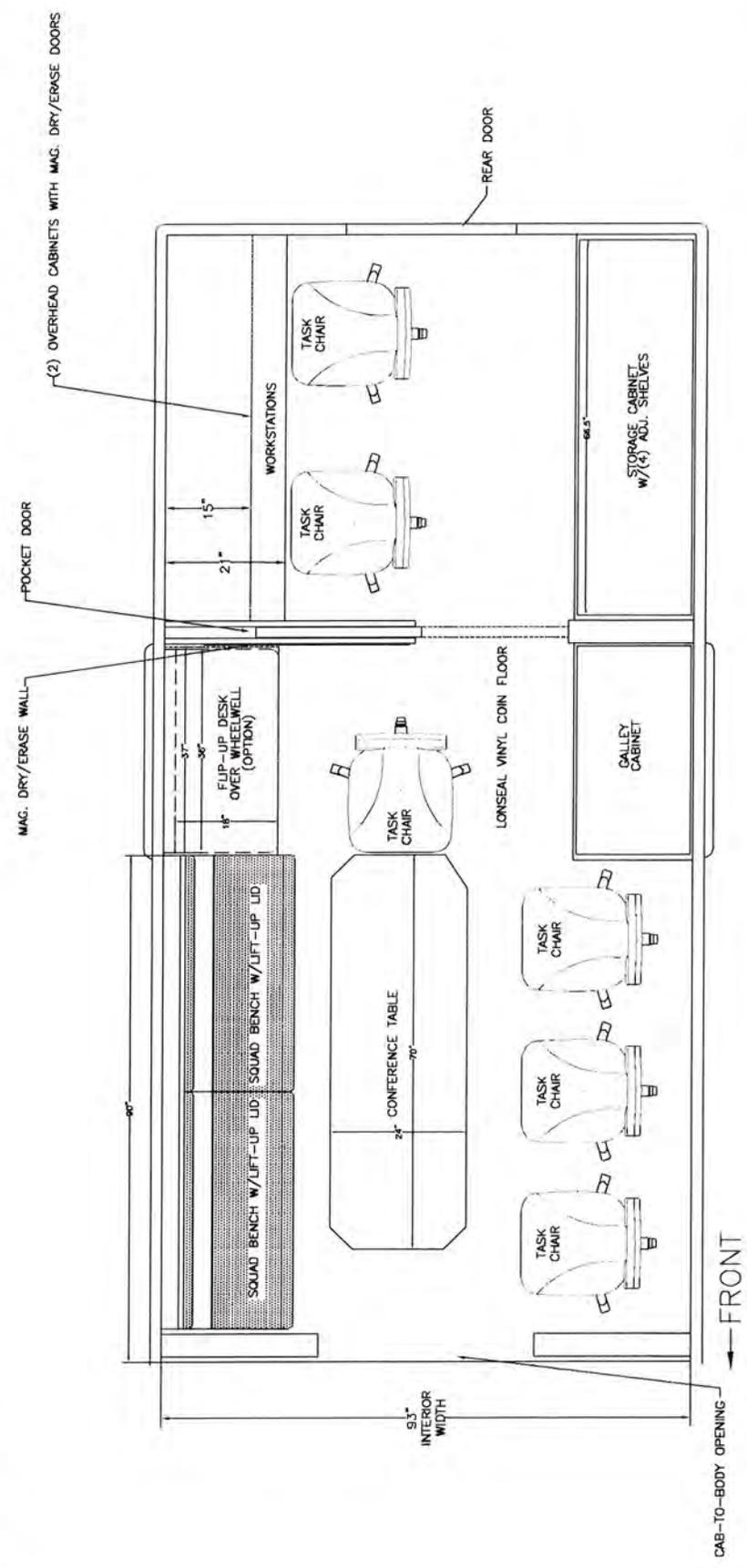
PART NO	QTY	DESCRIPTION
== TRANSPORT VAN CONVERSION - COMMAND UNIT ==		
CE-00-1122	1	12"W X 22"H SOLID WINDOW(S) Location: -- Cut into rear door
GB-10-02LP	1	LONSEAL VINYL FINISH FLOOR - COIN DESIGN
GB-12-00LP	1	SIDE WALLS - LOOP PILE CARPET - COVER WINDOWS
HB-07-002M	2	OVERHEAD STORAGE CABINET(S) - ALUMINUM (UP TO 48") Location: -- Two (2) above rear workstation
HC-09-002M	2	-- PORCELAIN MAGNETIC DRY/ERASE LOCKING DOOR FOR CABINETS/CLOSETS
HC-30-0100	2	-- SOUTHCO #M1-41-8 STAINLESS STEEL "D" DOOR LATCHES
HB-12-003L	1	LARGE STORAGE CABINET(S) - ALUMINUM (UP TO 60") Location: -- Rear streetside interior of body
HB-03-0305	4	-- 3/16" (.188") ADJUSTABLE SHELVES FOR INTERIOR CABINET(S)
HC-04-002D	1	-- HINGED SOLID DOUBLE LOCKING DOOR(S) FOR CABINETS/CLOSETS
HC-30-0100	2	-- SOUTHCO #M1-41-8 STAINLESS STEEL "D" DOOR LATCHES
HB-26-002M	1	GALLEY CABINET ASSEMBLY - ALUMINUM (UP TO 48") Location: -- Mid streetside interior of body
HB-03-0306	1	-- 3/16" (.188") PERMANENT SHELVES FOR INTERIOR CABINET(S) Location:
HC-04-002M	1	-- HINGED SOLID LOCKING DOOR(S) FOR CABINETS/CLOSETS
HC-30-0100	1	-- SOUTHCO #M1-41-8 STAINLESS STEEL "D" DOOR LATCHES
HC-06-002M	1	-- OPEN FINISH - NO DOOR FOR CABINETS/CLOSETS -- For refrigerator
HD-00-0A10	1	SQUAD BENCH WITH LIFT-UP LIDS - CORDURA
HD-02-0A01	4	-- PERSON SEATING CAPACITY
HD-03-1500	2	-- SQUAD BENCH HOLD-OPEN DEVICES
HF-12-0207	1	PORCELAIN STEEL MAGNETIC DRY/ERASE BOARD(S) - (L)
HG-04-005D	1	EXTRA LARGE WORK STATION(S) 60" AND ABOVE Location: -- Rear curbside interior of body

PART NO	QTY	DESCRIPTION
HG-10-0213	6	MESH TASK SWIVEL CHAIR(S) W/ BUNGEE MOUNT(S)
HG-12-002M	1	CONFERENCE TABLE
HG-17-0500	20	CORIAN COUNTER TOP UPGRADE (SQ FT)
HH-02-0200	1	BULKHEAD DIVIDER WITH OPENING (NO DOOR)
HH-02-040L	1	BULKHEAD DIVIDER WITH SLIDING DOOR - LOCKING
HN-00-06LP	1	INSTALL CUSTOMER SUPPLIED CELLULAR ROUTER W/WI-FI + EXTERIOR ANTENNA
IA-12-0550	3	WHELEN #60C0EHCR WHITE LED INTERIOR DOME LIGHT(S) Location: -- Above conference table
IF-00-0400	1	COAXIAL WIRING FOR ANTENNA WITH MOUNTING BASE Location: -- On roof of van body and to terminate at rear workstations
IF-04-0530	2	POP-UP POWER STRIP - (3) AC 125V PLUGS, (2) USB, (2) USB-C, WIRELESS CHARGING Location: -- Both in conference table
LB-16-1500	2	-- HOUSEHOLD 15 AMP INTERIOR RECEPTACLE(S) - DUPLEX
IJ-01-0000	1	INSTALLATION OF CUSTOMER'S RADIO(S) Radio Make / Model: -- To be determined
JA-00-00LP	1	320 AMP HIGH OUTPUT ALTERNATOR - FORD
JC-90-5000	1	ADDITIONAL BATTERY SYSTEM - (2) AGM 31 SERIES 12V Location: -- In battery boxes under the squad bench
JC-92-0200	2	-- BATTERY BOX(ES)
KA-10-0000	1	GENERATOR INSTALLATION - 120/240 VOLT
KB-00-0010	1	MAGNUM #MS2812 3000WATTS PURE SINEWAVE INVERTER/125A CHARGER
KB-00-0020	1	-- MAGNUM #MERC50 INVERTER/CHARGER REMOTE CONTROL AND MONITORING PANEL
KB-00-0021	1	-- MAGNUM #ME-400F FUSE HOLDER AND 400A SLOW BLOW FUSE
KB-00-0024	1	-- MAGNUM #ME-BMK-R-L BATTERY MONITORING KIT
LB-16-1500	2	HOUSEHOLD 15 AMP INTERIOR RECEPTACLE(S) - DUPLEX
LB-16-1505	2	HOUSEHOLD 15 AMP INT. RECEPTACLE(S)-DUPLEX W/ 2 TYPE-A & 2 TYPE-C USB CHARGER Location: -- Both at rear workstation
LB-25-3020	1	120V/30A TWISTLOCK LANDLINE INLET WITH SUB-PANEL -- Includes a 120V sub-panel for circuits powered by the shoreline
ZA-00-0200	1	CHASSIS HANDLING CUSTOMER FURNISHED
ZC-00-0002	1	ADMINISTRATIVE
ZC-05-001A	1	-- 12-MONTH / 12,000 MILE CONVERSION/UPFIT WARRANTY
ZD-00-000A	1	-- FACTORY LIAISON PROJECT COORDINATOR
ZD-00-000B	1	-- ENGINEERING/PRE-CONSTRUCTION REVIEW
ZD-00-000C	1	-- IN-HOUSE PRE-DELIVERY / DETAILING / INSPECTION [05.01.24]

NPB Police Department North Palm Beach, FL



705 13TH STREET, LAKE PARK, FL
800-848-6652



PRELIMINARY

NOTICE: THIS DRAWING IS A REPRESENTATION OF THE VEHICLE AND/OR COMPONENTS AS SHOWN. IT IS NOT INTENDED TO BE USED FOR CONSTRUCTION OR MANUFACTURING PURPOSES. ANY CHANGES, ADDITIONS, DELETIONS, OR MODIFICATIONS TO THE PROCESS TO ACCOMMODATE BEST MANUFACTURING PRACTICES ARE TO BE MADE BY THE CUSTOMER PRIOR TO COMMENCING MANUFACTURING.

REVISION 1	3/28/2024	- LP
REVISION 2	-	-
REVISION 3	-	-
REVISION 4	-	-
REVISION 5	-	-
REVISION 6	-	-

DATE: 02/28/23



Body Planview

SALES/DWG/VP/BJ/D/11/1/22/23



Emergency Vehicles, Inc.

Building Custom Emergency Vehicles Since 1971
Team Approach | Value Engineering

May 30, 2024

North Palm Beach Police Department
560 U.S. Highway 1
North Palm Beach, Florida 33408

Re: EVI - SOLE SOURCE

To Whom it May Concern:

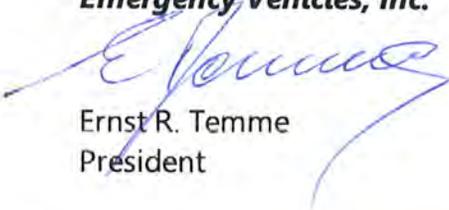
Please accept this letter as confirmation that Emergency Vehicles, Inc. (EVI), located at 705 13th Street in Lake Park, Florida is the sole-source provider for all EVI apparatus, warranty, parts, and services. EVI has been servicing Fire and Law Enforcement Agencies exclusively since 1971.

In addition, EVI is women owned and licensed by the State of Florida as a vehicle manufacturer as well as a new vehicle dealer and carries all applicable insurance required.

All fabrication such as sheetmetal, paint, electrical, and cabinetry is done at our facility utilizing EVI employees, with no outside subcontracting. With 50 plus years of experience in the industry, we believe that we are uniquely qualified to not only build new custom apparatus, but also service and remount specialized apparatus.

Thank you for your consideration. As always, please feel free to contact us if you have any questions or if we can be of further assistance.

Sincerely,
Emergency Vehicles, Inc.


Ernst R. Temme
President

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Emergency Vehicles, Inc.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input checked="" type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate		Exempt payee code (if any) <u>5</u>
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.		Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	<input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. 705 13th Street		Requester's name and address (optional)
6 City, state, and ZIP code Lake Park, Florida 33403-2303			
7 List account number(s) here (optional)			

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
6	5		0	0	4	5	1	0	2

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Jo Taliercio</i>	Date ▶ January 1, 2024
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

**VILLAGE OF NORTH PALM BEACH
LEISURE SERVICES**

TO: Honorable Mayor and Members of the Village Council

THRU: Chuck Huff, Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: July 18, 2024

SUBJECT: **RESOLUTION** – Increasing the amount payable to Haverland Ag Innovations for Athletic Field Turf Maintenance Services by \$40,000.00 to a total of \$239,673.00.

Through the adoption of Resolution No. 2019-51 on June 27, 2019, the Village Council approved a contract with STO Landscape Services Inc., now known as Haverland Ag Innovations, for athletic field turf maintenance services at an annual cost not to exceed \$199,673.00.

Due to the sodding of three ball fields at the Community Center and the increased turf maintenance required, the cost of services provided by the vendor during the current Fiscal Year is expected to exceed the original contract amount by up to \$40,000. The pricing for these services was established in the Proposal submitted to the Village, and the Contract incorporates the Proposal. Consequently, it is only necessary to amend the Resolution to account for the increased amount.

Village staff is recommending increasing the total amount of compensation payable during the current Fiscal Year to \$239,673.00.

Additionally, it should be noted that Haverland Ag Innovations was recently awarded a new contract starting on October 1, 2024, in the amount of \$222,708. This new contract is not expected to increase due to any factors, and the Council should not anticipate any additional requests for increases.

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Parks and Recreation	A8028-33491	Contractual Services	\$239,673.00

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

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution increasing the amount paid to Haverland Ag Innovations for Athletic Field Turf Maintenance Services by an additional \$40,000 for a total cost not to exceed \$239,673.00, with funds expended from Account Number A8028-33491 (Recreation – Contractual Services), in accordance with Village policies and procedures.

RESOLUTION 2024-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, INCREASING THE AMOUNT PAYABLE TO HAVERLAND AG INNOVATIONS FOR ATHLETIC FIELD TURF MAINTENANCE SERVICES; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2019-51 on June 27, 2019, the Village Council approved a Contract with STO Landscape Services, Inc., now known as Haverland Ag Innovations, for athletic field maintenance services at a total annual cost to exceed \$199,673.00; and

WHEREAS, due to the sodding of three ball fields at the Community Center and increased turf maintenance, the cost of services during the current fiscal year, utilizing established pricing, will exceed the approved amount by \$40,000.00, and Village Staff requested Council approval of this additional funding; and

WHEREAS, the Village Council determines that the adoption of this Resolution 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 increases the annual cost for athletic field maintenance services for the current fiscal year by \$40,000.00, for a total of \$239,673.00, with funds expended from Account No. A8028-33491 (Parks and Recreation – Contractual Services).

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

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

RESOLUTION 2019-51

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, ACCEPTING THE PROPOSAL SUBMITTED BY STO LANDSCAPE SERVICES, INC. FOR ATHLETIC FIELD TURF MAINTENANCE SERVICES AND AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT RELATING TO SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, on May 21, 2019, the Village issued a Request for Proposals for Athletic Field Bermuda Turf Maintenance Services (“RFP”); and

WHEREAS, the Village received one proposal in response to the RFP; and

WHEREAS, Village Staff recommended accepting the proposal submitted by STO Landscape Services, Inc., the Village’s current service provider, based on its cost-effectiveness (no price increase from 2017) and the company’s record of past performance; and

WHEREAS, the Village Council determines that the adoption of this Resolution 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 accepts the proposal submitted by STO Landscape Services, Inc. to provide landscaping and grounds maintenance services at a total annual cost not to exceed \$199,673.00, with funds expended from Account No. A7321-33491 (Streets & Grounds – Contractual Services). The Village Council further authorizes the Mayor and Village Clerk to execute a contract with STO Landscape Services, Inc. for the performance of such services, a copy of which is attached hereto and incorporated herein.

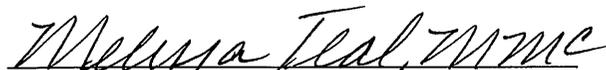
Section 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 27TH DAY OF JUNE, 2019.

(Village Seal)


MAYOR

ATTEST:


VILLAGE CLERK

CONTRACT

This Contract is made as of the 27th day of JUNE, 2019, by and between the VILLAGE OF NORTH PALM BEACH, a municipal corporation organized and existing under the laws of the State of Florida, hereinafter referred to as VILLAGE, and STO LANDSCAPE SERVICES, INC., a Florida corporation, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is 27-0600946.

In consideration of the promises and mutual covenants herein contained, it is hereby agreed that the CONTRACTOR shall provide to the VILLAGE all goods and services requested under the Request for Proposals for **Athletic Field Bermuda Turf Maintenance Services for the Village of North Palm Beach** ("RFP") and as further stated in CONTRACTOR's Proposal and pursuant to the terms and conditions of this Contract.

ARTICLE 1. SERVICES OF THE CONTRACTOR

The CONTRACTOR shall provide all goods and services as stated in the Proposal Documents and the Scope of Work referenced therein, which are incorporated herein by reference, in accordance with the CONTRACTOR's Proposal 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 Work is provided.

ARTICLE 2. TERM/COMMENCEMENT DATE

This agreement shall become effective October 1, 2019 and shall remain in effect for a period of three (3) years, unless earlier terminated in accordance with Article 8. This contract shall automatically renew for two (2) additional one (1) year periods upon the same terms and conditions contained herein unless either party provides the other party with ninety (90) days' written notice of its intent not to renew prior to the expiration of the initial term or renewal term. Any variation to the terms and conditions set forth herein shall be in writing and signed by both parties.

ARTICLE 3. VILLAGE'S REPRESENTATIVE

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

ARTICLE 4. COMPENSATION AND METHOD OF PAYMENT

A. Generally - The VILLAGE agrees to compensate the CONTRACTOR in accordance with the Proposal submitted by the CONTRACTOR. CONTRACTOR'S Proposal is incorporated herein by reference. The total and cumulative amount of this contract shall not exceed the amount of funds budgeted for these services nor shall said fees exceed the amounts as set forth in the Proposal.

B. Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the VILLAGE'S representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. CONTRACTOR will invoice the VILLAGE in advance for each payment period. Invoices will normally be paid within thirty (30) days following the VILLAGE representative's approval.

ARTICLE 5. INDEMNIFICATION

A. To the fullest extent permitted by applicable laws and regulations, the 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. The 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 the CONTRACTOR, nor shall this Contract be construed a waiver of sovereign immunity beyond the limited waiver provided in §768.28, Florida Statutes.

ARTICLE 6. PERSONNEL

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

ARTICLE 7. INSURANCE

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

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

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

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

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

ARTICLE 8. TERMINATION

This Contract may be cancelled by the 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 the CONTRACTOR. It may also be terminated, in whole or in part, by the VILLAGE, with or without cause, upon thirty (30) days' prior written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the VILLAGE'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the VILLAGE, the CONTRACTOR shall:

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

ARTICLE 9. SUCCESSORS AND ASSIGNS

The VILLAGE and the CONTRACTOR each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the VILLAGE nor the 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 the CONTRACTOR.

ARTICLE 10. GOVERNING LAW, VENUE AND REMEDIES

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

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

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

ARTICLE 11. EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the VILLAGE shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its subcontractor's fault or negligence the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the VILLAGE'S rights to change, terminate, or stop any or all of the work at any time.

ARTICLE 12. INDEPENDENT CONTRACTOR RELATIONSHIP

A. The CONTRACTOR is, and shall be, in the performance of all work, services and/or activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the VILLAGE. All persons engaged in any of the work, services and/or activities performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S relationship and the relationship of its employees, agents, or servants to the VILLAGE shall be that of an Independent Contractor and not as employees or agents of the VILLAGE.

B. The CONTRACTOR does not have the power or authority to bind the VILLAGE in any promise, agreement or representation other than as specifically provided for in this agreement.

ARTICLE 13. NONDISCRIMINATION

The 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 CONDUCT BUSINESS

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities 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. PUBLIC ENTITY CRIMES

As provided in F.S. 287.132-133 by entering into this Contract or performing any work in furtherance hereof, CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and any other contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the thirty-six (36) months immediately preceding the date hereof. This notice is required by Section 287.133(3)(a), Florida Statutes.

ARTICLE 18. MODIFICATIONS OF WORK

A. The VILLAGE reserves the right to make changes in Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the VILLAGE'S notification of a contemplated change, the 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 the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the VILLAGE, provided, however, modifications to the Scope of Work based solely on the unit pricing set forth in the Proposal shall not require a formal amendment to this Contract and may be approved in writing by the Village Manager.

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
501 U.S. Highway One
North Palm Beach, Florida 33408
Attention: Andrew Lukasik, Village Manager

and if sent to the CONTRACTOR shall be mailed to:

STO Landscape Services, Inc.
9818 U.S. Highway 441
Boynton Beach, Florida 33472
Attention: Keely Haverland, CFO

ARTICLE 20. ENTIRETY OF CONTRACTUAL AGREEMENT

The VILLAGE and the 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 in accordance with Article 18 (Modifications of Work).

ARTICLE 21. PROTECTION OF WORK AND PROPERTY

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

ARTICLE 22. WAIVER

Failure of the VILLAGE to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of VILLAGE'S 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. CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract incorporates the terms of the Request for Proposals issued by the VILLAGE and the Proposal Response submitted by CONTRACTOR, and CONTRACTOR agrees to be bound by all the terms and conditions set forth in the aforementioned documents. To the extent that a conflict exists between this Contract and the remaining documents, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 26. DEFAULT

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 termination:

- A. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to material men, suppliers, or laborers, upon any property, right of way, easement or other interest in land or right to use within the territorial boundaries of the VILLAGE which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;
- B. 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
- C. 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.

CONTRACTOR shall provide written notice to the VILLAGE of the occurrence of any event of default within ten (10) days of CONTRACTOR's receipt of notice of any such default.

ARTICLE 27. AUDITS

If applicable, the Contractor shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with generally accepted accounting principles. The Commission, the State of Florida, United States Department of Energy or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following Agreement completion.

ARTICLE 28. LEGAL EFFECT

This Contract shall not become binding and effective until approved by the VILLAGE Council of the VILLAGE of North Palm Beach its designated representative.

ARTICLE 29. REPRESENTATIONS/BINDING AUTHORITY

CONTRACTOR represents that the person executing this Agreement has the power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract.

ARTICLE 30. 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 the 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 31. 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 requires required by the VILLAGE to perform the service.
2. Upon request from the VILLAGE's custodian of public records, provide the VILLAGE with a copy the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the CONTRACTOR does not transfer the records to the VILLAGE.
4. Upon completion of the Contract, transfer, at no cost, to the VILLAGE all public records in possession of CONTRACTOR or keep and maintain public records required by the VILLAGE to perform the services. If CONTRACTOR transfers all public records to the VILLAGE upon completion of the Contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the Contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the VILLAGE, upon request from the VILLAGE's custodian of public records, in a format that is compatible with the information technology systems of the VILLAGE.

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

CONTRACTOR:

STO LANDSCAPE SERVICES, INC.

BY: *Keely Haverland*

Print Name: Keely Haverland

Title: CEO



VILLAGE OF NORTH PALM BEACH

BY: *Darryl C Aubrey*
DARRYL AUBREY,
MAYOR

ATTEST:

BY: *Melissa Teal*
MELISSA TEAL,
VILLAGE CLERK

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

BY: *[Signature]*
VILLAGE ATTORNEY

**VILLAGE OF NORTH PALM BEACH
POLICE DEPARTMENT**

TO: Honorable Mayor and Council
THRU: Chuck Huff, Village Manager
FROM: Rick Jenkins, Police Chief
DATE: July 18, 2024
SUBJECT: **RESOLUTION** – Approval of a First Amendment to Interlocal Agreement with Palm Beach County for Access to Common Talk Groups

Through the adoption of Resolution No. 2019-77 on August 22, 2019, the Village Council approved an Interlocal Agreement with the Palm Beach County for interoperable communications through the countywide Common Talk Groups of the County's Public Safety Radio System. The Agreement had an expiration date of October 5, 2024, with two five-year renewal options.

The County has proposed a First Amendment to the Interlocal Agreement, exercising the first renewal option and extending the term of the Agreement through October 5, 2029. Additionally, as required by Florida law, the First Amendment includes a section requiring the verification of employment eligibility through the E-Verify System.

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

There is no immediate fiscal impact.

Recommendation:

Village Staff recommends Council consideration and approval of the attached Resolution approving a First Amendment to the Interlocal Agreement with Palm Beach County for Access to Common Talk Groups and authorizing the Mayor and Village Clerk to execute the First Amendment in accordance with Village policies and procedures.

RESOLUTION 2024-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA, APPROVING A FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT WITH PALM BEACH COUNTY FOR ACCESS TO COMMON TALK GROUPS; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, through the adoption of Resolution No. 2019-77, the Village Council approved an Interlocal Agreement with Palm Beach County for access to common talk groups to ensure continued interoperability and coordination for multi-jurisdictional operations; and

WHEREAS, the existing Interlocal Agreement will expire in October, and the Village Council wishes to approve a First Amendment to the Agreement to extend the term for an additional five years and to include E-Verify language required by Florida law; and

WHEREAS, the Village Council determines that the adoption of this Resolution is in the interests of the public health, safety, and welfare.

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

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

Section 2. The Village Council approves a First Amendment to the Interlocal Agreement with Palm Beach County for access to common talk groups, a copy of which is attached hereto and incorporated herein, and authorizes the Mayor and Village Clerk to execute the First Amendment on behalf of the Village.

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

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

PASSED AND ADOPTED THIS _____ DAY OF _____, 2024.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

FIRST AMENDMENT TO INTERLOCAL AGREEMENT

THIS FIRST AMENDMENT to the Agreement R2019-1625 dated October 22, 2019 (“Agreement”), is made as of _____, by and between Palm Beach County, a political subdivision of the State of Florida, (“County”) and the Village of North Palm Beach, a municipal corporation of the State of Florida (“Municipality”).

In consideration of the mutual promises contained herein, the County and Municipality agree as follows:

1. The term of the Agreement, is renewed beginning on October 6, 2024 and continuing through October 5, 2029, pursuant to the exercise of the first renewal option for five (5) years.
2. The Agreement is hereby modified to add the following:

SECTION 26: E-VERIFY – EMPLOYMENT ELIGIBILITY

26.01 Municipality warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Municipality’s contractors and subcontractors performing any duties and obligations under this Agreement are registered with and use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

26.02 County shall terminate this Agreement if it has a good faith belief that Municipality has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

3. Except as modified by this First Amendment, the Agreement remains unmodified and in full force and effect in accordance with the terms thereof and is hereby ratified and confirmed by the Municipality and County.

(Remainder of the page intentionally left blank)

IN WITNESS WHEREOF, the parties have caused this First Amendment to be executed as of the day and year first above written.

ATTEST:

**PALM BEACH COUNTY, a political
subdivision of the State of Florida**

**JOSEPH ABRUZZO
CLERK OF THE CIRCUIT
COURT & COMPTROLLER**

By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO TERMS AND
CONDITIONS**

By: _____
County Attorney

By: _____
Isami Ayala-Collazo, Director
Facilities Development & Operations

ATTEST:

**VILLAGE OF NORTH PALM BEACH,
Florida**

By: _____
Jessica Green, Village Clerk

By: _____
Susan Bickel, Mayor

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

By: _____
Village Attorney

R2019 1625
INTERLOCAL AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this OCT 22 2019 day of _____, by and between PALM BEACH COUNTY, a political subdivision of the State of Florida ("County") and the Village of North Palm Beach, a municipal corporation of the State of Florida ("Municipality").

WITNESSETH

WHEREAS, the County and the Municipality are continually identifying more effective service delivery methods which result in enhanced public safety services and overall savings to the taxpayers of the County and the Municipality; and

WHEREAS, the County has purchased, designed, installed, and operates a Public Safety Radio System that supports the needs of the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, Palm Beach County Emergency Medical Services, and various Palm Beach County general government agencies; and

WHEREAS, the County and the Municipality have determined that the ability to provide interoperable communications is critical to the effective and efficient provision of public safety and general government services; and

WHEREAS, it has been determined to be mutually beneficial to both Parties to execute this Agreement which sets forth the parameters under which the Municipality can access the Common Talk Groups established on the County's Public Safety Radio System to receive the public safety benefit of interoperability; and

WHEREAS, Section 163.01, Florida Statutes, permits public agencies to enter into Agreements to jointly exercise any power, privilege or authority which such agencies share in common and which each might exercise separately.

NOW THEREFORE, in conjunction with the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

SECTION 1: PURPOSE

The purpose of this Agreement is to set forth the parameters under which the County will provide access to the Common Talk Groups established on the County System specifically to provide interoperable communications among public safety and general government agencies capable of accessing this feature of the County System. This Agreement also identifies the conditions of use, and ability of the Municipality to participate in the operational decisions relating to the use of the Common Talk Groups.

SECTION 2: DEFINITIONS

2.01 Common Talk Groups: Talk groups established on the County's System that are made available to County agencies, municipalities and other non-County agencies for interoperable communications between agencies for the purpose of providing mutual assistance and planning and execution of on-scene operations.

2.02 County Talk-Groups: Talk groups established on the County's System that are made available to County agencies providing for inter-departmental communications. These talk groups are reserved for particular departments/agencies and only available to outside departments by separate agreements.

2.03 Municipality Equipment: Also known as "agency radios," are Municipality owned P25 compliant handheld and mobile radios and control stations that operate in the 800 MHz spectrum that have the ability to be programmed and used on the County's System.

2.04 Radio Alias: The unique name assigned to an operator's radio that displays on the dispatcher's console when a radio transmits.

2.05 SmartZone Controller: The SmartZone Controller is the central computer that controls the operation of the County's Public Safety Radio System. The SmartZone Controller manages access to System features, functions, and talk-groups.

2.06 System: The Public Safety Radio System funded, purchased, installed, maintained and owned by the County.

2.07 System Manager: An employee within the County's Electronic Services & Security Division of the Department of Facilities Development & Operations with the title Radio System Manager who is responsible for day to day administration and management of the System and the County's designated contact person pursuant to various sections of this Agreement.

SECTION 3: ADMINISTRATION

3.01 System Contact. The Palm Beach County Electronic Services & Security Division's System Manager will be the Municipality's day to day contact and can be reached at 561-233-0837. The Electronic Services & Security Division is staffed from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding County holidays. After hours emergency contact will be made through the County's Emergency Operations Dispatch Center at 561-712-6428 and the appropriate contact will be made.

3.02 CRSSC. The System Maintenance and Administration Plan as referenced on Attachment I hereto, identifies the general procedures for the management of the System and procedures for input through the user committees into operating procedure development. The plan establishes the Countywide Radio System Steering Committee (CRSSC), which is

responsible for overseeing and implementing the policies and procedures for the County's System.

3.03 Compliance with System Policies and Procedures. The Municipality shall follow all policies and standard operating procedures in place at the time of this Agreement as well as those developed in the future and issued to the Municipality by the System Manager. The Municipality agrees to comply with any enforcement actions required by these policies and procedures for misuse or abuse of the County's System.

SECTION 4: COUNTY SYSTEM & RESPONSIBILITIES

4.01 County System. The County System consists of eleven (11) transmit and receive sites with co-located microwave equipment and three (3) microwave only sites that provide network connectivity as well as the SmartZone Controller.

4.02 Coverage for Common Talk Groups. The County System provides seamless County-wide portable and mobile radio coverage for the Common Talk Groups. The radio coverage for the Common Talk Groups is identical to that of other County Talk Groups that reside on the County's System.

4.03 County Responsibilities for System Maintenance and Operations. The County shall be responsible for the maintenance and operation of the County's System, including all costs associated with permitting and licensing.

4.04 Scheduled Outages. The County shall maintain the coverage as described in the County's contract with Motorola R2015-1673, dated 11/17/15, throughout the term of this Agreement except for times of scheduled preventive maintenance, where it will be required to disable portions of the network for a pre-determined length of time or during times of system failures. The Municipality shall be notified of scheduled preventive maintenance, pursuant to the policies and procedures referenced on Attachment I hereto.

4.05 Management. The County shall be responsible for talk group and fleet mapping management in accordance with the policies and procedures set forth on Attachment I, as may be amended and updated from time to time.

SECTION 5: MUNICIPALITY EQUIPMENT AND RESPONSIBILITIES

5.01 Municipality Equipment. The Municipality's equipment will be P25 compliant 800 MHz mobile, portable, and control station equipment programmed to be used on the County's System. Equipment other than that manufactured by Motorola shall be approved by the System Manager prior to purchase by the Municipality. The Municipality will be required to keep its equipment in proper operating condition and the Municipality is responsible for maintenance of its radio equipment.

5.02 Agreement Limited to Common Talk Groups. The Municipality will only program the Common Talk Groups and the individual unit ID numbers assigned by the System

Manager as part of this Agreement. The Municipality will **not** program into its radios the County operational talk groups without a letter of authorization or a signed agreement from the County.

5.03 Municipality Contacts. The Municipality shall provide the County with a list of persons/positions, which are authorized to request activating/deactivating existing units or new units. No programming will be undertaken by the Municipality or its service provider until requested and approved in writing by the System Manager.

5.04 County Confidential Information. The Municipality shall receive certain access codes to the County's System to enable the Common Talk Groups to be programmed into the Municipality's equipment. *The access codes are considered to be exempt and confidential security system information under F.S. 119.071(3) and must not be released to the public or unauthorized persons.* The access codes are to be treated as confidential information and the Municipality is responsible for safeguarding and protecting the confidentiality of the code information from release to unauthorized parties. All confidential security system information and data obtained, developed, or supplied by the County ("Confidential Information") will be kept confidential by the Municipality and will not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by law or lawful order. All system parameters shall remain the County's property, and may only be reproduced or distributed with the written permission of the County. The Municipality agrees that the County has sole and exclusive ownership of all right, title and interest to the Confidential Information and may be recalled at any time.

5.04.01 Authorized Parties. Service staff directly employed by the Municipality shall be considered authorized to receive access and programming codes for the maintenance of the Municipality's radio equipment. Commercial service providers are not considered authorized to receive access to programming codes for the System. If the Municipality plans to use commercial services for its system or subscriber unit maintenance, the Municipality must include confidentiality requirements in their contracts with the commercial service providers acceptable to the System Manager before access or programming codes may be released to these companies.

5.04.02 Commercial Service Providers. Commercial maintenance service providers are **not** considered authorized to receive access to programming codes for the County's System, unless meeting the requirements of Section 5.04.03 and/or 5.04.04 below. If the Municipality does not have employees capable of programming Municipality radio equipment or prefers to have others program Municipality radio equipment, it may request that the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue or Palm Beach County Electronic Services & Security Division program Municipality's radio equipment under the terms of a separate agreement.

5.04.03 County Review of Existing Service Provider Agreements. If the Municipality uses a commercial service provider to program Municipality radio equipment at the time of execution of this Agreement, and desires that the commercial service provider program the Municipality radio equipment with the Common Talk

Groups, the Municipality must submit its existing contract with the commercial service provider to the System Manager for review. The review will focus on whether the contract terms between the Municipality and the commercial service provider are adequate to protect the County's System from misuse, harm or release of access and programming codes to unauthorized persons. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of a commercial service provider. If approved, the System Manager will release the access and programming codes to the commercial service provider. The Municipality will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of programming codes and radio equipment and pertaining to the safeguarding and protection of the confidentiality of the access codes. If not approved, the Municipality shall use the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, or the Palm Beach County Electronic Services & Security Division to program Municipality radio equipment with Common Talk Groups.

5.04.04 Review of Bid Documents for Service Provider. If the Municipality intends to use a commercial service provider to program Municipality radio equipment with the Common Talk Groups, the Municipality shall submit the appropriate bid documents/contract to the System Manager for approval prior to soliciting a bid or quote from the commercial service provider. The System Manager will work with the Municipality to develop the appropriate language for the contract which will allow for approval of the commercial service provider. Notwithstanding the previous statement, the County retains the right, in its sole opinion with or without written reason or cause, to approve or disapprove the use of a commercial service provider. If approved, the System Manager will release the access and programming codes to the commercial service provider. The Municipality will be responsible for ensuring that the commercial service provider adheres to the terms of this Agreement pertaining to the proper use of the programming codes and radio equipment use and the terms requiring the safeguarding and protection of the confidentiality of the access codes. If not approved, the Municipality shall use the Palm Beach County Sheriff's Office, Palm Beach County Fire Rescue, or Palm Beach County Electronic Services & Security Division to program Municipality radio equipment with Common Talk Groups.

5.04.05 Survival. The provisions of this section regarding the Municipality's duty to keep the County's access codes confidential shall survive the termination or expiration of this Agreement.

5.05 Federal Shared Encryption Key. The County's System is configured to allow for end to end encryption. If the Municipality desires encryption, the Municipality must request a CKR assignment from the County's System Manager. The Federal Shared Encryption Key ("Key") is available for use by local law enforcement agencies who require direct radio interoperability with federal agencies and is used on Law Enforcement Common 6E through 10E talk groups on the County's System. The Key is considered to be exempt and confidential security system information under F.S. 119.071(3) and must not be released to the public or to unauthorized persons. If the Municipality requests use of the Key, the Municipality shall be

responsible for safeguarding and protecting the confidentiality of the Key from release to unauthorized parties. Service staff directly employed by the Municipality shall be considered authorized to receive access to the Key. ***Commercial service providers are not considered authorized to receive access to the Key.*** Keyloading of the Municipality's end user radios must only be done by the Municipality itself or another authorized law enforcement agency. The Municipality must also store the Municipality's encryption key loader(s) in a secure and locked location when not in use. The Municipality shall immediately notify the County's System Manager if the Municipality has reason to believe the confidentiality of the Key has been compromised or an encrypted radio has been lost or stolen. The Municipality shall not program the Key into any non-law enforcement radio. The Municipality must delete the Key from any radio to be repaired by non-agency personnel, removed from service or sent to surplus for disposal. The Municipality shall not provide any Key encrypted radios to any non-public safety personnel. The provisions of this section regarding the Municipality's duty to keep the Key confidential shall survive the termination or expiration of this Agreement.

5.06 Malfunctioning Municipality Equipment. The Municipality is solely responsible for the performance and the operation of the Municipality equipment and any damages or liability resulting from the use thereof. Should the County identify malfunctioning Municipality owned equipment; the County will request that the Municipality discontinue use of the specific device until the repairs are completed. The County may, in its discretion, disable the equipment from the System after properly notifying the Municipality in writing if the device is causing interference to the System.

5.07 Stolen or Lost Municipality Radios. In the case of lost or stolen equipment, the Municipality will notify the System Manager by e-mail authorizing the System Manager to disable the equipment. The authorization shall provide the County issued individual unit ID number and the serial number of the radio. The System Manager will advise via e-mail when the radio has been disabled. A request by the Municipality to re-activate a disabled radio must be in writing by e-mail to the System Manager.

SECTION 6: PROGRAMMING OF COMMON TALK GROUPS

The Municipality is responsible for adhering to the Common Talk-Group alias' established by the County and its Steering Committees. Any deviations from the standard naming will have to be reviewed and approved by the System Manager prior to implementation.

SECTION 7: UTILIZATION AND MONITORING OF COMMON TALK GROUPS

7.01 Purpose of Common Talk Groups. The Common Talk Groups were implemented specifically for inter-agency communication among multiple agencies, regardless of their specific discipline or affiliation. They were also created to allow communications between agencies without requiring cross-programming operational talk groups in each agency's radios.

7.02 Approved Uses. Usage of the Common Talk Groups is authorized to coordinate multi-jurisdictional fire/law enforcement/disaster recovery operations such as fires requiring multi-agency responses, police pursuit through multiple jurisdictions and coordination and

response to local emergencies and disasters. Other authorized uses include undercover operations, investigations, perimeter communications, fire ground coordination, scene security and landing zone communications requiring participation of multiple agencies and disciplines.

In addition, the Common Talk Groups can be used by any agency experiencing catastrophic failure of its own communication system for a determined amount of time. A request to utilize the Common Talk Groups for this situation requires permission of the System Manager. Once approved by the System Manager, the Common Talk Groups can be temporarily utilized until repair of the agency's communication system is complete.

7.03 Prohibited Uses. The Common Talk Groups shall not be used for every-day routine communications or as an extra talk group for agencies that have cross programming agreements and duplicated talk groups programmed into their radios. Other prohibited uses include communications for special events and operations, use as an additional dispatch, administrative or a car to car talk group for a single agency.

7.04 Monitoring. The Municipality acknowledges that there is a loss of functionality through the interface between its system and the Countywide system. Within 10 days of the execution of this Agreement, the Municipality will provide to the County its internal procedures with regard to monitoring of the common talk groups.

SECTION 8: LIABILITY

8.01 No Representation as to Fitness. The County makes no representations about the design or capabilities of the County's System. The Municipality has decided to enter into this Agreement and use the County's System on the basis of having interoperability with the County and /or other municipalities during times of mutual aid and/or joint operations. The County agrees to use its best reasonable efforts to provide the Municipality with full use of the Common Talk Groups but makes no guarantee as to the continual, uninterrupted use of the System, or its fitness for the communication needs of the Municipality.

8.02 No Waiver of Sovereign Immunity. The Parties to this Agreement and their respective officers and employees shall not be deemed to assume any liability for the acts, omissions and negligence of the other party. Nothing in this Agreement shall be construed as a waiver of the sovereign immunity of the County or Municipality pursuant to §768.28, Florida Statutes. Each party shall be liable for its own actions and negligence and, to the extent permitted by law, the Municipality shall indemnify, defend and hold harmless the County against any actions, claims or damages arising out of the Municipality's negligence in connection with this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes §768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other for such other party's negligent, willful or intentional acts or omissions.

8.03 No Responsibility for Third Party Claims. Neither the County nor the Municipality shall be liable to each other or for any third party claim, which may arise out of the services provided hereunder or of the radio System itself, its operation or use, or its failure to

operate as anticipated, upon whatever cause of action any claim is based. The System is designed to assist qualified law enforcement, fire, and other emergency service professionals. It is not intended to be a substitute for the exercise of judgment or supervision of these professionals. Both parties acknowledge that the responsibility for providing law enforcement, fire, or other emergency services rests with the agency which is providing such service and not necessarily either party to this Agreement.

8.04 No Consequential Damages. The terms and conditions of this Agreement incorporate all the rights, responsibilities, and obligations of the parties to each other. The remedies provided herein are exclusive. The County and the Municipality waive all other remedies with respect to each other, including, but not limited to, consequential and incidental damages.

8.05 Survival. The provisions of this section shall survive the termination or expiration of this Agreement.

SECTION 8A: INSURANCE

Without waiving the right to sovereign immunity as provided by section 768.28, Florida Statutes, (Statute), the Municipality represents that it is self-insured with coverage subject to the limitations of the Statute, as may be amended.

If Municipality is not self-insured, Municipality shall, at its sole expense, purchase and maintain in full force and effect at all times during the life of this contract, insurance coverage at limits not less than those contained in the Statute.

Should Municipality purchase excess liability coverage, Municipality agrees to include County as an Additional Insured.

The Municipality agrees to maintain or to be self-insured for Workers' Compensation insurance in accordance with Chapter 440, Florida Statutes.

Should Municipality contract with a third-party (Contractor) to perform any service related to the Agreement, Municipality shall require the Contractor to provide the following minimum insurance:

- Commercial General Liability insurance with minimum limits of \$1,000,000 combined single limit for property damage and bodily injury per occurrence and \$2,000,000 per aggregate. Such policy shall be endorsed to include Municipality and County as Additional Insureds. Municipality shall also require that the Contractor include a Waiver of Subrogation against County.
- Business Automobile Liability insurance with minimum limits of \$1,000,000 combined single limits for property damage and bodily injury per occurrence.
- Workers' Compensation insurance in compliance with Chapter 440, Florida Statutes, and which shall include coverage for Employer's Liability with minimum limits of \$1,000,000 each accident.

When requested, the Municipality shall provide an affidavit or Certificate of Insurance evidencing insurance or self-insurance.

Compliance with the foregoing requirement shall not relieve the Municipality of its liability and obligations under this Agreement.

SECTION 9: OWNERSHIP OF ASSETS

All assets maintained under this Agreement will remain assets of the respective party.

SECTION 10: TERM OF AGREEMENT

10.01 Initial Term. The initial term of this Agreement is for five (5) years and shall commence retroactively on October 6, 2019. This Agreement is intended to replace former Agreement R2014-1525 and maintain continuous services.

10.02 Renewals. The Agreement may be renewed for two (2) additional terms of five (5) years each. At least six (6) months prior to the expiration of this Agreement's term, the Municipality shall provide the County with a request to renew this Agreement. Such renewal will require approval of both parties and the County may not unreasonably withhold its approval of the renewal.

SECTION 11: AMENDMENTS TO THIS AGREEMENT

This Agreement may be amended from time to time by written amendment as agreed to by all parties.

SECTION 12: TERMINATION

This Agreement may be terminated by either party, with or without cause upon ten (10) days written notice to the other party. Upon notice of termination, the System Manager will proceed to disable the Municipality's radios from the County's System. It will be the responsibility of the Municipality to reprogram the Municipality's radios removing the County's System information from the radios. The Municipality will complete reprogramming the Municipality's radios within sixty (60) days of the date of termination. A municipality with greater than one hundred (100) radios will be given ninety (90) days to re-program its radios.

SECTION 13: NOTICES

Any notice given pursuant to the terms of this Agreement shall be in writing and be delivered by Certified Mail, Return Receipt Requested. The effective date of such notice shall be the date of receipt, as evidenced by the Return Receipt. All notices shall be addressed to the following:

As to the County:

County Administrator
301 North Olive Avenue
West Palm Beach, FL 33401

Director, Facilities Development & Operations
2633 Vista Parkway
West Palm Beach, FL 33411-5603

With a copy to:

Radio System Manager
Palm Beach County Electronic Services & Security Division
2601 Vista Parkway
West Palm Beach, FL 33411-5610

County Attorney's Office
301 North Olive Avenue
West Palm Beach, FL 33401

As to the Municipality:

Village Manager
Village of North Palm Beach
501 US Highway #1
North Palm Beach, FL 33408

Chief of Police
Village of North Palm Beach
560 US Highway #1
North Palm Beach, FL 33408

SECTION 14: APPLICABLE LAW

This agreement shall be governed by the laws of the State of Florida.

SECTION 15: FILING

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

SECTION 16: ENTIRE AGREEMENT

This Agreement and any Attachments hereto constitute all agreements, conditions and understandings between the County and the Municipality concerning access to the Common Talk Groups. All representations, either oral or written, shall be deemed to be merged into this Agreement, except as herein otherwise provided, no subsequent alteration, waiver, change or addition to this Agreement shall be binding upon the County or Municipality unless reduced to writing and signed by them.

SECTION 17: DELEGATION OF DUTY

Nothing contained herein shall be deemed to authorize the delegation of the Constitutional or Statutory duties of the County's or the Municipality's officers.

SECTION 18: PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS

Palm Beach County has established the Office of the Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General is authorized with the power to review past, present and proposed County contracts, transactions, accounts and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

SECTION 19: NO THIRD PARTY BENEFICIARY

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the County and/or Municipality.

SECTION 20: NON-DISCRIMINATION

The County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R2017-1770, as may be amended, the Municipality warrants and represents that throughout the term of the Agreement, including any renewals thereof, if applicable, all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity or expression, or genetic information. Failure to meet this requirement shall be considered default of the Agreement.

SECTION 21: ASSIGNMENT

Municipality may not assign, mortgage, pledge, or encumber this Agreement in whole or in part, without prior written consent of County, which may be granted or withheld at the County's absolute discretion. This provision shall be construed to include a prohibition against an assignment, mortgage, pledge, encumbrance or sublease, by operation of law, legal process, receivership, bankruptcy, or otherwise, whether voluntary or involuntary.

SECTION 22: SEVERABILITY

If any term of the Agreement or the application thereof to any person or circumstance shall be determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement, or the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term of the Agreement shall be valid and enforceable to the fullest extent permitted by law.

SECTION 23: COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

SECTION 24: ANNUAL BUDGETARY FUNDING/CANCELLATION

This Agreement and all obligations of County and Municipality hereunder requiring the expenditure of funds are subject to and contingent upon annual budgetary funding and appropriations by the Palm Beach County Board of County Commissioners and the Municipality Council.

SECTION 25: EFFECTIVE DATE

This Agreement is expressly contingent upon the approval of the Palm Beach County Board of County Commissioners and shall become effective only when signed by all Parties and approved by the Palm Beach County Board of County Commissioners.

THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first above written.

ATTEST:

SHARON R. BOCK
CLERK & COMPTROLLER

R2019 1625

OCT 22 2019

PALM BEACH COUNTY, a political
subdivision of the State of Florida

By:


Deputy Clerk



By:


Mack Bernard, Mayor

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

APPROVED AS TO TERMS AND
CONDITIONS:

By:


County Attorney

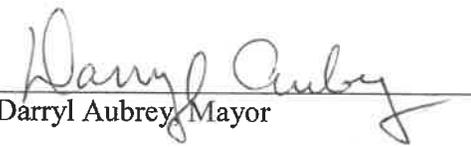
By:


Audrey Wolf, Director
Facilities Development & Operations

ATTEST:

NORTH PALM BEACH, a municipal
corporation of the State of Florida

By: 
Melissa Teal, Village Clerk
Jessica Green

By: 
Darryl Aubrey, Mayor

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

By: 
Village Attorney

ATTACHMENT I

PALM BEACH COUNTY PUBLIC SAFETY RADIO SYSTEM POLICIES AND PROCEDURES

Policy / Procedure Title

1. Countywide Use of 800 MHz System (O.P. # I-01)
2. Countywide Use of 800 MHz System Talk Groups (O.P. # I-04)
3. Monitoring and Evaluation of Public Safety Radio System Talk Groups (O.P. # I-05)
4. Emergency Medical Communications (O.P. # I-06)
5. Reporting of Problems and Modifications of the Public Safety Radio System (O.P. # I-07)
6. Countywide Use of Public Safety Radio System During Times of Catastrophic Failure which result in non-trunking "conventional" operation (O.P. # I-10)
7. System Maintenance and Administration Plan

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

TO: Honorable Mayor and Council

THRU: Chuck Huff, Village Manager

FROM: Zakariya M. Sherman, Director of Leisure Services

DATE: July 18, 2024

SUBJECT: **RESOLUTION** – Accepting a proposal from Mueller Construction and Management Company d/b/a Mueller Construction Company for the renovation of the ground floor restrooms at the Village Library and authorizing the execution of a Contract.

The ground floor restrooms at the Library are in need of renovation. This project will encompass both the men's and women's facilities and will include the following updates:

- Installation of new ADA doors and frames
- Replacement of existing partitions with new partitions
- Electrical upgrades, including LED lights with occupancy sensors
- New plumbing systems, including:
 - New toilets and urinals
 - New hot and cold lines
 - New sinks and faucets
- Upgrades to vanity and countertops
- Installation of new AC vent covers
- Installation of new floor tiles in the restrooms and the small hallways just outside the restrooms
- Replacement of the existing ceiling grid with a new one
- Installation of a new baby changing station
- Fresh paint for the restrooms and associated hallways
- Elimination of one sit-down toilet in each restroom to achieve ADA compliance

For this project, Village staff reviewed the Palm Beach County School District contracts as a resource for identifying suitable vendors. The Village's purchasing policies and procedures authorize concurrent competitive purchasing on other state and local government contracts. Mueller Construction provided a very detailed quote, and staff obtained a secondary quote from IQ constructions to verify "fair market value."

Pricing:

Village staff solicited two (2) quotes to perform this work from the following contractors:

- | | |
|---------------------------|----------------|
| 1. Mueller Construction | - \$128,348.00 |
| 2. IQ Constructions, Inc. | - \$142,516.05 |

As demonstrated above, Mueller Construction Company provided the lowest quote. Village staff recommends award of this contract to Mueller Construction Company, pursuant to pricing established in

an existing contract with Palm Beach County School District (Bid No. 23C-26C), expiring on January 18, 2026.

Funding:

For Fiscal Year 2024, Staff initially allocated \$75,000 for restroom renovations at the Library. Additionally, Staff budgeted \$13,000 for front lobby renovations, which we do not plan to pursue, and saved another \$13,000 by overestimating ceiling tile costs. This provides an extra \$26,000, bringing the total available funds to \$101,000. Furthermore, Staff expects savings in other accounts to cover the full cost of the project.

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

Account Information:

Fund	Department	Account Number	Account Description	Amount
General Fund	Library	A7927- 34620	Repair & Maintenance – Buildings and Grounds	\$128,348.00

Recommendation:

Village Staff requests Council consideration and approval of the attached Resolution accepting the proposal from Mueller Construction and Management Company d/b/a Mueller Construction Company for the renovation of the ground floor restrooms at the Library in an amount not to exceed \$128,348.00, with funds expended from Account Number A7927- 34620 (Repair and Maintenance – Buildings and Grounds); authorizing the Mayor and Village Clerk to execute the Contract for such services in accordance with Village policies and procedures.

RESOLUTION 2024-_____

A RESOLUTION OF THE VILLAGE COUNCIL OF THE VILLAGE OF NORTH PALM BEACH, FLORIDA ACCEPTING A PROPOSAL FROM MUELLER CONSTRUCTION AND MANAGEMENT COMPANY D/B/A MUELLER CONSTRUCTION COMPANY FOR THE RENOVATION OF THE GROUND FLOOR LIBRARY RESTROOMS PURSUANT TO PRICING ESTABLISHED IN AN EXISTING SCHOOL DISTRICT OF PALM BEACH COUNTY TERM CONTRACT FOR GENERAL CONTRACTING SERVICES FOR FACILITIES AND MINOR REPAIRS; AUTHORIZING THE MAYOR AND VILLAGE CLERK TO EXECUTE A CONTRACT FOR SUCH SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Village requires a contractor to renovate the ground floor Library restrooms; and

WHEREAS, Village Staff recommended that the Contract be awarded to Mueller Construction and Management Company d/b/a Mueller Construction Company pursuant to pricing established in a School District of Palm Beach County Term Contract for General Contracting Services for Facilities and Minor Repairs Under \$300,000 (ITB 23C-26C); and

WHEREAS, the Village Council determines that the adoption of this Resolution, including the waiver of any conflicting purchasing policies and procedures, is in the best interests of the residents of the Village of North Palm Beach.

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

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

Section 2. The Village Council hereby approves a Contract with Mueller Construction and Management Company d/b/a Mueller Construction Company for the renovation of the ground floor restrooms at the Village Library pursuant to pricing established in a School District of Palm Beach County Term Contract for General Contracting Services for Facilities and Minor Repairs Under \$300,000 (ITB 23C-26C) and authorizes the Mayor and Village Clerk to execute the Contract on behalf of the Village, a copy of which is attached hereto and incorporated herein. The total cost of this Contract shall not exceed \$128,348.00, with funds expended from Account No. A7927-34620 (Library – Repairs & Maintenance Buildings & Grounds).

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

PASSED AND ADOPTED THIS ____ DAY OF _____, 2024.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

CONTRACT

This Contract is made as of this _____ day of _____, 2024, by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408, a Florida municipal corporation (hereinafter “VILLAGE”), and MUELLER CONSTRUCTION AND MANAGEMENT COMPANY, a Florida corporation, d/b/a MUELLER CONSTRUCTION COMPANY (hereinafter “CONTRACTOR”).

RECITALS

WHEREAS, the VILLAGE is in need of a contractor to renovate the ground floor restrooms at the Village Library; and

WHEREAS, the School District of Palm Beach County, through its competitive selection process, awarded a Term Contract for General Contracting Services for Facilities and Minor Repairs Under \$300,000 (ITB 23C-26C) (“School District Contract”) to CONTRACTOR; and

WHEREAS, the VILLAGE requested that CONTRACTOR provide the requested services based on the pricing established in the School District Contract; and

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

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

1. Recitals. The parties agree that the recitals set forth above are true and correct and are fully incorporated herein by reference.
2. School District Contract. The School District of Palm Beach County Term Contract for General Contracting Services for Facilities and Minor Repairs Under \$300,000 (ITB 23C-26C) (“School District Contract”) with CONTRACTOR, attached hereto as Exhibit “A,” is incorporated herein by reference.
3. CONTRACTOR’s Services and Time of Completion.
 - A. In accordance with the terms and conditions of the School District Contract and at the direction of the VILLAGE, CONTRACTOR shall perform the services in accordance with its Estimate dated May 16, 2024 (Estimate No. 2654), a copy of which is attached hereto as Exhibit “B” and incorporated herein by reference.
 - B. The total cost of such services shall not exceed **One Hundred and Twenty-Eight Thousand Three Hundred and Forty-Eight Dollars and No Cents (\$128,348.00)**.
 - C. The services to be provided by CONTRACTOR shall be commenced subsequent to the execution and approval of this Contract by the VILLAGE and upon written notice from the VILLAGE to CONTRACTOR to proceed and shall be completed within **one hundred and twenty (120) days** of the VILLAGE’s issuance of the notice to proceed.

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

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

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

6. Term and Termination.

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

B. This Contract may be terminated by the VILLAGE, with or without cause, upon providing ten (10) days' notice to CONTRACTOR. This Contract may be terminated by CONTRACTOR upon providing thirty (30) days' notice to the VILLAGE. Upon any such termination, CONTRACTOR waives any claims for damages from such termination, including, but not limited to, loss of anticipated profits. Unless CONTRACTOR is in breach of this Contract, the VILLAGE shall pay CONTRACTOR for work performed and accepted through the date of termination.

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

8. Indemnification.

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

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

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

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

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

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

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

12. United States-Produced Iron and Steel Products. Any iron or steel product permanently incorporated into the project shall be produced in the United States unless CONTRACTOR demonstrates that such products are not produced in sufficient quantities, reasonably available, or of satisfactory quality or the use of such products will increase the total cost of the project by more than twenty percent (20%).

13. Miscellaneous Provisions.

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

B. This Contract shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Contract will be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter

existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. The parties **knowingly, voluntarily and intentionally waive any right they may have to trial by jury** with respect to any litigation arising out of or in connection with this Contract.

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

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

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

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

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

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

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

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

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

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

MUELLER CONSTRUCTION AND MANAGEMENT COMPANY D/B/A MUELLER CONSTRUCTION COMPANY

By: _____

Print Name: _____

Position: _____

VILLAGE OF NORTH PALM BEACH

By: _____
SUSAN BICKEL
MAYOR

ATTEST:

BY: _____
VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: _____
VILLAGE ATTORNEY

AFFIDAVIT

1. I am over 18 years of age and otherwise competent to affirm the matters set forth in this Affidavit, which are based on my personal knowledge.
2. I am an officer or authorized representative of **Mueller Construction and Management Company d/b/a Mueller Construction Company**.
3. **Mueller Construction and Management Company d/b/a Mueller Construction Company** does not use coercion for labor or services as defined in Section 787.06, Florida Statutes.

Under the penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

By: _____

Print Name:

Title:

MUELLER CONSTRUCTION COMPANY
EIN: 30-0889322
 1557 Cypress Dr Ste 5
 Jupiter, FL 33469
 +1 5612226408
 info@muellerconstructioncompany.com



Estimate

ADDRESS

The Village of North Palm
 Beach
 303 Anchorage Dr
 North Palm Beach, FL 33408

ESTIMATE # 2654

DATE 05/16/2024

EXPIRATION DATE 07/15/2024

PROJECT NAME

Library - 2 Bathrm. Renovations

Pricing & Methods Per Palm Beach County School District Contract 23C-26C Capital Improvements.

ACTIVITY	QTY	RATE	AMOUNT
Preparation Prep area with ram board and plastic to prepare for dust protection and job start.	1	2,250.00	2,250.00
Demolition Labor for demolition of existing interior bathroom (ceiling grid, floors, vanities, toilets, doors, and partitions) and saw cutting to open floors for plumbers to move drains and cap drain to accommodate for new ADA bathrooms.	1	11,280.00	11,280.00
Concrete & Rebar Labor for concrete and rebar to install in areas where concrete is cut-out where needed.	1	2,450.00	2,450.00
Material Concrete, rebar, plastic and termite treatment needed to close up floor.	1	780.00	780.00
Drywall Install new drywall after opening up walls to accommodate for new toilet supply lines and sink drains.	1	3,500.00	3,500.00
Material Drywall, mud, and tape.	1	504.00	504.00
Labor Install four (4) New 36" doors and frames. Re-frame for new openings to accommodate for new ADA accessibility.	4	2,780.00	11,120.00
Material Four (4) new 36"X7'-0" interior doors, frames, hardware and closers.	4	2,581.00	10,324.00
Electrical	1	7,784.00	7,784.00

ACTIVITY	QTY	RATE	AMOUNT
Move and add electrical items need for new door openings. Update lights to LED lights (10 total), update GFCI plugs and switches to white in color with occupancy sensors.			
Material Material for electrical work, including outlets, LED lights, wiring, and switches to be updated to white in color with occupancy sensors.	1	2,695.00	2,695.00
Plumbing Install new toilets, urinal, hot & cold lines, and fixtures.	1	4,850.00	4,850.00
Material Materials for plumbing work including piping and drains, toilets, sinks, urinal, faucets, and sink drains.	1	12,894.00	12,894.00
HVAC Labor to install four (4) new AC vents covers.	1	980.00	980.00
Material Four (4) New AC vent Covers	1	442.00	442.00
Tile Installation Labor for tile installation in renovated bathrooms, hallways outside bathrooms, and main area outside bathroom entries. Includes for new tiles coved baseboards.	1	8,900.00	8,900.00
Material Tile (approved by owner) and materials for tile installation for bathrooms, hallways outside bathrooms, and main area in downstairs area. Each area to be affected by increase in door size for ADA accessibility. Approximately 560sqft of tile needed and approximately 600 LF of tile base needed.	1	5,950.00	5,950.00
Labor Install New Ceiling grid and New Ceiling Tiles.	1	3,480.00	3,480.00
Material New Ceiling Grid, New Ceiling Tiles (both to be white in color).	1	2,998.00	2,998.00
Labor Install One (1) New Baby Changing Station, Install New Partitions and Partition Doors in both bathrooms for new layout.	1	5,850.00	5,850.00
Material New Partitions, Partition doors, and one (1) new baby changing station.	1	12,847.00	12,847.00
Painting Paint new bathroom walls and associated hallways with two (2) coats of paint with owner approved color.	1	2,775.00	2,775.00
Material Paint and primer (owner to supply approved paint colors).	1	375.00	375.00
Fixtures	1	7,120.00	7,120.00

ACTIVITY	QTY	RATE	AMOUNT
Four (4) sinks, four (4) faucets, two (2) vanity frames and countertops, two (2) toilets, two (2) urinals, and one (1) baby changing station.			
Architectual Drawings Architectual drawings for Project for Permitting & Design.	1	3,200.00	3,200.00
Contractor Fees Project Supervision, Office Overhead, Licenses, Company Liability Insurance, and Workman Compensation Insurance	1	3,000.00	3,000.00
Permitting Fees Permit submittal will be completed by MCC. Permitting fees TBD and will be paid by NPB.	1	0.00	0.00
AIA Documents will be submitted for approval for job progress payments based on percentage of work completed to date.		TOTAL	\$128,348.00

Accepted By

Accepted Date

	Price	Quantity	Cost Plus Percentage	Extended Price
Misc. consumable materials *	\$ 3,500.00	1.00	15%	\$ 4,025.00

	Price	Quantity	Extended Price
Freight (expedited)**			

Carry Forward From Additional Page (\$)	
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Additional Discount	
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Grand Total	\$ 142,516.05
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* Miscellaneous consumable materials: Items such as nuts, bolts, tape, etc. used in the completion of service.

** Freight (expedited): All freight shall be F.O.B. Destination-Pre Paid. Any expedited freight must be approved prior to shipment.

Proposal Submitted By: (signature)	
Print Name:	

Solicitation 23C-26C

GC Services for Facilities Minor Repairs and Maint. Under \$300K

Bid Designation: Public



The School District of Palm Beach County

Bid 23C-26C

GC Services for Facilities Minor Repairs and Maint. Under \$300K

Bid Number **23C-26C**
Bid Title **GC Services for Facilities Minor Repairs and Maint. Under \$300K**

Bid Start Date **Nov 15, 2022 12:42:47 PM EST**
Bid End Date **Dec 9, 2022 2:00:00 PM EST**
Question &
Answer End Date **Nov 25, 2022 5:00:00 PM EST**

Bid Contact **Lorenzo Valdes**
561-434-8210
lorenzo.e.valdes@palmbeachschools.org

Contract Duration **3 years**
Contract Renewal **2 annual renewals**
Prices Good for **Not Applicable**

Bid Comments **The purpose and intent of this Invitation to Bid is to secure prices and to establish a Term Contract for General Contracting Services for Minor Facilities Repair and Maintenance Under \$300K , as specified herein. All bidders, which meet or exceed the criteria established in the Invitation to Bid, shall be placed in the pool of pre-qualified vendors that may be utilized by the School District of Palm Beach County departments in order to obtain price quotations to provide General Contracting Services for Minor Facilities Repair and Maintenance Under \$300K, as specified herein.**
You must download, fill out and upload the Bid Summary Document. The hourly wages you submit must be used in calculating your quotes for the initial term of the contract.

Addendum # 1

New Documents **23C - 26C Addendum 1.pdf**

Item Response Form

Item **23C-26C--01-01 - Please download, fill out and upload the Bid Summary Document**
Quantity **1 fee**
Prices are not requested for this item.
Delivery Location **The School District of Palm Beach County**
No Location Specified
Qty 1

Description

Please download, fill out and upload the Bid Summary Document

School District of Palm Beach County FL



Solicitation No.

23C-26C

RESPONSES ARE DUE PRIOR TO:

Dec 9, 2022

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

www.BidSync.com

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

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

GENERAL CONDITIONS FOR BIDS

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

1. **PURPOSE:** It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for The School Board of Palm Beach County, Florida (hereinafter referred to as the "Board"), the corporate body politic that governs, operates, controls, and supervises the School District of Palm Beach County, Florida (hereinafter referred to as "District").
2. **ANTI-COLLUSION:** By electronically submitting a bid, the bidder certifies that it has not divulged, discussed or compared its bid with other bidders and has not colluded with any other bidder or parties to a bid whatsoever. No premiums, rebates or gratuities are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal of the bidder from all bid lists for the School Board of Palm Beach County, Florida.
3. **BIDS:** Bids will be received electronically through a secure site at BidSync.com until the date and time as indicated in this bid document. Bids will be opened publicly at the School District of Palm Beach County, Purchasing Department, 3300 Forest Hill Boulevard, Suite A-323, West Palm Beach, FL 33406-5813, and all bidders and general public are invited to attend. It is the sole responsibility of the bidder to ensure its bid reaches PeriscopeS2G on or before the closing date and hour as indicated in this bid document.
4. **CONTRACT:** The submission of your bid constitutes a firm offer by the bidder. Upon acceptance by the Board, the Purchasing Department will issue a notice of award and purchase order(s) for any supplies, equipment and/or services as a result of this bid. The Invitation to Bid and the corresponding purchase order(s) will constitute the complete agreement between the successful bidder and the Board. Unless otherwise stipulated in the bid documents or agreed to in writing by both parties, no other contract documents shall be issued or accepted.
5. **WITHDRAWAL:** When a bidder wishes to withdraw a bid, a written request shall be submitted to the Director of Purchasing and the request will be reviewed for consideration. In no case shall a bidder be granted a release from a bid more than one time in a two-year period. A bidder may not withdraw a bid after the final call for bids at a designated time of opening.
6. **DEFAULT:** In case of default by the bidder, the Board may procure the articles or services from other sources and hold the bidder responsible for any excess costs incurred thereby.
7. **FUNDING OUT/ CANCELLATION OR TERMINATION WITH OR WITHOUT CAUSE:**
 - A. The School Board reserves the right to terminate this Contract for convenience, at any time and for no reason, upon giving thirty (30) days prior written notice to Bidder. If the Contract is terminated for convenience as provided herein, the School Board shall be relieved of all obligations under the Contract. The School Board will only be required to pay to the Bidder that amount of the Contract actually satisfactorily performed to the date of termination. The Bidder shall not be entitled under any theory to payment for work not actually performed or lost profits.
 - B. If the Bidder materially breaches its obligations under this Contract, the Superintendent will provide written notice of the deficiency by forwarding a notice citing the specific nature of the material breach. The Bidder shall have thirty (30) days to cure the breach. If the Bidder fails to cure the breach within the thirty (30) day period, the Superintendent shall issue a Notice of Termination for Default. Once the Superintendent has notified the Bidder that it has materially breached its Contract with the School Board, the Superintendent shall recommend to the School Board that it terminates the Contract for Cause. Notwithstanding the foregoing, the School Board reserves the right to terminate this Contract immediately with cause if necessary to protect the health, safety, and/or welfare of the School District's students or employees. The School Board shall review and consider the Superintendent's recommendation and determine whether the Bidder should be suspended from doing future work with the School Board, and if

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

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

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

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

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

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

Such prior written notice will state:

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

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

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

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

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

To Contractor:

8. **BIDDERS' RESPONSIBILITY:** Before submitting its bid, each bidder is required to carefully examine the Invitation to Bid delivery schedule, bid prices and extensions, insurance requirements, licensing requirements, bid closing date and time and to completely familiarize itself with all of the terms and conditions that are contained within the Invitation to Bid. Failure to do so on the part of the bidder will in no way relieve it of any of the obligations and responsibilities which are a part of the Invitation to Bid.

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

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

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

Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel after advertisement and prior to the posted recommendation on the award of the Contract.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

affected product with an equivalent replacement within a reasonable time without significant inconvenience to the District will be considered a default.

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

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

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

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

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

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

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

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

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

27. **CONTRACT DISCLOSURE:** Upon the District's request, and upon the filing of a complaint against awarded bidder pursuant to Palm Beach County School Board Policy 6.144, awarded bidder agrees to provide the District, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that bidder has used in the past five years on any of its contracts that were undertaken within the District relevant geographic market as defined in Palm Beach County School Board Policy 6.143, including the total dollar amount paid by bidder for each subcontract or supply contract. Awarded bidder agrees to fully cooperate in any investigation conducted by the District pursuant to this Policy. Bidder understands and agrees that violation of this clause is a material breach of the Contract and may result in contract termination, debarment, and other sanctions.

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

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

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

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

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

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

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

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

The MSDS must include the following information:

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

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

32. **OSHA:** The bidder warrants that the product/services supplied to the School District of Palm Beach County shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

33. **LEGAL REQUIREMENTS:** Federal, State, County and local laws, ordinances, rules and regulations as well as School Board policies that in any manner affect the items covered by this Purchase Order herein apply and must be adhered to by the vendor. Specifically, bidder(s) is to adhere to School Board Policies 3.12 and 3.13, pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter 435, Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the awarded bidder's contract at the sole discretion of the District. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.

In addition, if applicable, vendor compliance is required for the following: Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, as amended.

34. **FEMA SPECIAL CONDITIONS:** Funding for this Agreement and the individual POs may be provided in whole or in part by one or more U.S. Government funding agencies. CONTRACTOR may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or other emergency situation. During the performance of this

Contract, CONTRACTOR accepts these Special Conditions required by the Federal Emergency Management Agency (FEMA).

A. Contract Remedies

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at \$250,000 for procurements made on or after June 20, 2018, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at \$250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than \$100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

B. Termination for Cause and Convenience

Contracts for more than \$10,000 must address termination for cause and for convenience by the non-federal entity, including how it will be carried out and the basis for settlement.

2.1 - Applicability

This contract provision is required for procurements exceeding \$10,000. FEMA suggests including a termination for cause and for convenience in all contracts even when not required.

C. Equal Employment Opportunity (if applicable)

1. CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Nondiscrimination clause.
2. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to

instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the CONTRACTOR's legal duty to furnish information.

4. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of CONTRACTOR's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and CONTRACTOR may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or CONTRACTOR. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance.

Provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or CONTRACTOR as a result of such direction by the administering agency, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal Opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of CONTRACTORS and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such

compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONTRACTORS and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

D. Compliance with the Davis-Bacon Act (if applicable)

1. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. CONTRACTOR shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
2. CONTRACTORS are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
3. Additionally, CONTRACTORS are required to pay wages not less than once a week.

E. Compliance with the Copeland "Anti-Kickback" Act (if applicable)

1. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractor s to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a CONTRACTOR and subcontractor as provided in 29 C.F.R. § 5.12

F. Compliance with the Contract Work Hours and Safety Standards Act (if applicable)

1. *Overtime requirements.* No CONTRACTOR or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty (40) hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b) (1) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition,

such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.

3. *Withholding for unpaid wages and liquidated damages.* CONTRACTOR shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime CONTRACTOR, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime CONTRACTOR, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
4. *Subcontracts.* CONTRACTOR or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

G. Compliance with the Clean Air Act (if applicable)

1. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. CONTRACTOR agrees to report each violation to SCHOOL BOARD and understands and agrees that SCHOOL BOARD will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

H. Compliance with the Federal Water Pollution Control Act (if applicable)

1. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. CONTRACTOR agrees to report each violation and understands and agrees that CONTRACTOR will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

I. Suspension and Debarment (if applicable)

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, CONTRACTOR is required to verify that none of CONTRACTOR's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. §

180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA. If it is later determined that CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

J. Recovered Materials (if applicable)

In the performance of this contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. at a reasonable price.

Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site.

CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

K. Prohibition on Contracting for Covered Telecommunications Equipment or Services

Section 889(b)(1) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (FY2019 NDAA) and 2 C.F.R. § 200.216, as implemented by FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), prohibit the obligation or expending of federal award funds on certain telecommunication products or from certain entities for national security reasons. Effective August 13, 2020, FEMA recipients and subrecipients, as well as their contractors and subcontractors, may not obligate or expend any FEMA award funds to:

1. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
2. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system; or
3. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients, and their contractors and subcontractors, are required to include this contract provision in all FEMA-funded contracts and subcontracts, including any purchase orders.61 FEMA strongly encourages the use of this contract clause for any contracts where FEMA funding will be used regardless of whether the funding is from FEMA declarations or awards issued on or after November 12, 2020. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

Definitions As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause

Prohibitions Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons. Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

- i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
- iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
- iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Exceptions This clause does not prohibit contractors from providing:

- i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or Contract Provisions Guide 28
- ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

By necessary implication and regulation, the prohibitions also do not apply to covered telecommunications equipment or services that:

- i. Are not used as a substantial or essential component of any system; and are not used as critical technology of any system.

- ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

Reporting requirements. In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information established in this section to the recipient or subrecipient, unless elsewhere in the contract documents established procedures for reporting the information.

CONTRACTOR shall report the following information pursuant to preceding paragraph above of this section:

- i. Within one (1) business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
- ii. Within ten (10) business days of submitting the information preceding paragraph above of this section: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
 - e. Subcontracts.
- iii. CONTRACTOR shall insert the substance of this Section, including this paragraph, in all subcontracts and other contractual instruments.

L. Domestic Preferences for Procurements

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability. For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.”

M. Access to Records (if applicable)

1. CONTRACTOR agrees to provide THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents,

papers, and records of CONTRACTOR which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

2. CONTRACTOR agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. CONTRACTOR agrees to provide the FEMA Administrator or his authorized representatives' access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA and CONTRACTOR acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

N. DHS Seal, Logo & Flags

CONTRACTOR shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

O. Compliance with FEMA Policies, Procedures and Directives (if applicable)

CONTRACTOR will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

P. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, CONTRACTOR, or any other party pertaining to any matter resulting from the contract.

Q. Compliance with the False Claims Act (31 U.S.C. §§ 3729-3733)

CONTRACTOR acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to CONTRACTOR's actions pertaining to this contract

R. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) (if applicable)

CONTRACTORS who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

35. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices FOB destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
36. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All

containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

37. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be UL listed or re-examination testing where such has been established by UL for the items offered and furnished.

38. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays unless otherwise specified on the purchase order.

39. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the District with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the District.

40. **SAMPLES, DEMONSTRATIONS AND TESTING:**

A. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, School District of Palm Beach County.

B. When required, the District may request full demonstrations of any units bid prior to the award of any contract.

C. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the District.

41. **INSPECTION AND ACCEPTANCE OF GOODS:** The awarded bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The District will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the District is found to be defective or does not conform to specifications, the District reserves the right to cancel the order upon written notice to the seller and return the product **to seller at the seller's expense**.

42. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto District property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the District incurred by bidder, bidder's employees, licensees of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of the bid; further bidder shall be liable for all activities of bidder occasioned by performance of the Contract. Notwithstanding the foregoing, the liability herein shall be limited to ten million dollars (\$10,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.

43. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.

44. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the District will notify the successful bidder to submit a performance bond in the amount specified in Special Conditions. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
45. **QUANTITIES:** The quantities shown are estimates of the quantity of items expected to be purchased during the term of award. Actual quantities purchased may often exceed or be less than quantities shown. Orders will be placed as needed by individual locations during the contract period. The bidder agrees that the price(s) offered shall be maintained irrespective of the quantity actually purchased.
46. **ORDERING PROCEDURE:** Specific Items: After approval of Contract award by the Board, a letter of contract acceptance will be issued to each successful bidder acknowledging which goods or services have been awarded. Separate purchase orders will be issued based on specific items at firm, fixed prices listed in the bid.

Percent Discount Catalog Bids: Separate purchase orders will be issued with pricing based on catalog and/or price lists.

No item may be shipped or service performed that is not listed on the purchase order.

47. **POSTING OF BID AND SPECIFICATIONS:** Invitation to Bid with specifications will be posted for review by interested parties at BidSync.com on the date of bid electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes, and applicable Board rules, regulations and policies.
48. **BID PROTEST:** If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in section 120.57(3), Florida Statutes, the Invitation to Bid, and School Board Policy 6.14.

Any person who files an action protesting bid specifications, a decision or intended decision pertaining to this bid pursuant to section 120.57(3)(b), Florida Statutes shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to The School Board of Palm Beach County, Florida in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500.00 nor more than \$5,000.00. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

49. **TIE BID:** According to FS 287.087, in the event of a tie, preference shall be awarded to vendors with Drug Free Work Place programs. Whenever two or more responses are equal with regard to price, quality, and service, a bid received from a business that certifies that it has implemented a Drug Free Work Place program shall be given preference in the award process. In the event both vendors have a Drug Free Work Place program, preference shall be awarded to the vendor who is certified as an SBE certified vendor with the School District. If both vendors meet all three requirements, according to standard purchasing practice, the tie will be resolved by a coin toss. The vendor whose company's name comes first in the alphabet will be assigned "heads" and the second vendor will be assigned "tails". The coin will be tossed a minimum of three times. The vendor whose side of the coin selected wins two out of three times will be the named as the first ranked proposer and recommended for award. In the event of a 3-way (or more) tie, the vendor's company name will be chosen in a drawing.
50. **INTERPRETATIONS:** Neither PeriscopeS2G nor any employee of the District is authorized to interpret any portion of the Invitation to Bid or give information as to the requirements of the bid in addition to that contained in the written bid document. Interpretations of the bid or additional

information as to its requirements, where necessary, shall be communicated to bidders by written addendum.

51. **SPECIAL CONDITIONS:** To the extent that any conflict exists between the provisions of the General Conditions, the Special Conditions, and bidder's proposal, the order of precedence to resolve a conflict shall apply: 1) the Special Conditions, 2) the General Conditions, and all exhibits thereto, including any addenda, 3) Contractor's response to the ITB, including any appendix and exhibits.
52. **DISPUTE RESOLUTION:** As a condition precedent to a party bringing any suit for breach of contract related to this bid, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to both parties. The existence of a dispute shall not excuse the parties from performance pursuant to this bid. This remedy is supplemental to any other remedies available at law.
53. **WAIVER PROVISION:** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this bid and, therefore, is a material term hereof. Any party's failure to enforce any provision of this bid shall not be deemed a waiver of such provision or modification of this bid. A waiver of any breach of a provision of this bid shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this bid.
54. **Trade Secrets: Upon receipt, all submittals become Public Records and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes.**

By submitting its bid, Bidder understands and waives any claim of confidentiality, including trade secrets, to its pricing and/or cost of service related submittals.

Any Bidder that intends to assert that certain materials are exempt from public disclosure under Chapter 119, Florida Statutes must submit the documents in a separate bound document or file labeled "Name of Firm, Attachment to Proposal Package. Bid# - Confidential Matter." In addition, the firm must identify the specific statute that authorizes the exemption from Chapter 119, Florida Statutes. CD or DVDs included in a submittal must also comply with this requirement and the firm must separate any CD or DVDs claimed to be confidential.

Any claim of confidentiality on materials that the Proposer asserts to be exempt and placed elsewhere in the submittal will be considered waived by the Proposer upon submission, upon opening.

The School District will provide Proposer with prompt notice by phone and/or email of any request for public records in which that Proposer has claimed an exemption information being a Trade Secret so that the Proposer may see, at its sole expense, an appropriate protective order from a court of competent jurisdiction. In the event the Proposer elects not to seek an appropriate protective order or is unable to obtain such an order within no later than ten (10) business days following receipt of notice, the Proposer agrees and consents that the School District shall be permitted to respond to the public records request with the response not being deemed a breach by the School Board of its obligations under the Agreement or the Florida Statutes governing Trade Secret exemptions. The Proposer would then be waiving any rights relating to Trade Secrets under Florida Law. Proposer agrees to defend, indemnify, and hold harmless the School District and School Board and the School District's officers, employees, School Board members, and agents, against any loss, damages, judgements, attorneys' fees or cost incurred by School Board as a result of the School District's providing the records in response to the public records request or withholding them based on Proposer's assertion of the Trade Secret exemption.

The indemnification provisions survive the School Board's award of the contract and remain as long as the trade secret data is in the possession of the School Board.

23C - 26C - SPECIAL CONDITIONS

(Upon receipt, all submittals become Public Records and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. See paragraph 54 in General Conditions for details.)

A. SCOPE:

The purpose and intent of this Invitation to Bid is to secure prices and establish a Term Contract for **General Contracting Services for Minor Facilities Repair and Maintenance Under \$300K**, as specified herein. The purpose and intent of this Invitation to Bid is to secure prices and to establish a Term Contract for General Contracting Services for Minor Facilities Repair and Maintenance, as specified herein. All bidders, which meet or exceed the criteria established in the Invitation to Bid, shall be placed in the pool of pre-qualified vendors that may be utilized by the School District of Palm Beach County departments in order to obtain price quotations to provide General Contracting Services for Minor Facilities Repair and Maintenance, as specified herein.

B. DELIVERY:

Items in the Invitation to Bid are for **various schools and departments** located throughout Palm Beach County and are not for delivery to any central location. Deliveries are to be FOB destination as per purchase order. All deliveries made to schools and departments shall require inside delivery unless otherwise specified.

C. PERISCOPE2G:

1. **All offers must be submitted electronically to PeriscopeS2G at BidSync.com. Including all required documents listed in the solicitation. No other responses will be accepted, including hard copy or emailed responses.**
2. **PeriscopeS2G supports online document tracking and completion. All documents must be viewed/accepted before the bid packet can be viewed and an offer can be placed.**
3. **The District will only consider offers that have been uploaded and submitted through PeriscopeS2G PRIOR to the bid closing date and time. As with any document upload, larger documents and/or heavy user activity may result in longer upload times. **Please allow sufficient time to complete your offer.****
4. **Only Microsoft Windows supported documents file extensions will be accepted.**
5. **IMPORTANT INFORMATION: For help filling out your offer, please visit:**

<https://support.bidsync.com/hc/en-us/articles/222437508-How-do-I-respond-to-a-bid->

All responses entered into PeriscopeS2G must be typed in. DO NOT cut and paste from any other program. Doing so may corrupt or invalidate your response and not allow you to respond.

In order to complete this response process, you must first select "Review response," verify the information is correct then enter your password and select "Confirm & submit response."

After clicking "Confirm & submit response," a confirmation page loads with "Offer Received" at the top of the page. If you do not see this confirmation, your offer was not submitted successfully.

If you select to receive a confirmation e-mail indicating a successful response you will receive a confirming email within five minutes.

If you do not receive confirmation that your offer has been received, please call Periscope S2G at 800-990-9339 Option 1 (Customer Care) and then Option 1 (Vendor Assistance).

In the event an addendum(s) to a solicitation is created, the addendum(s) will be distributed by PeriscopeS2G to all who are known by the Purchasing Department to have received a complete set of proposal documents.

Be advised that registering with PeriscopeS2G is a FREE service.

D. BENEFICIAL INTEREST AND DISCLOSURE OF OWNERSHIP AFFIDAVIT:

The School District is requesting this affidavit to include a list of every "person" (as defined in Section 1.01 (3), Florida Statutes to include individuals, children, firms, associates, joint adventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations and all other groups and combinations) holding 5% or more of the beneficial interest in the disclosing entity. **The Beneficial Interest and Disclosure of Ownership Affidavit (PBS Form 1997) must be downloaded, signed, notarized and uploaded with your bid response. The Proposer must submit all supporting documentation in the name of the Proposer's entity only. Parent and/or subsidiary entities will not be acceptable.**

E. SBE PREFERENCE:

Award recommendations shall make appropriate adjustments to pricing when considering solicitations from a District certified Small Business Enterprise (SBE) if the bid price does not exceed the lowest bidder's price by an amount greater than \$50,000 or 5%, whichever is less. In instances where the certified SBE's price difference is greater than \$50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived. The requirements to qualify for the SBE are to be certified by the School District of Palm Beach County, **subject to the criteria indicated in paragraph P.** The District does not recognize any other certifications. Graduation from the District SBE Certification Program shall void certification if a vendor has exceeded the revenue/sales size standards for their industry specific classification for the previous three year period. **See Paragraph N, SBE GOAL, and Paragraph P, SMALL BUSINESS ENTERPRISE PARTICIPATION, for complete detail.** For District certification go to <https://www.palmbeachschools.org/diversityinbusiness> website and complete the SBE certification application.

F. AWARD:

In order to meet the needs of the various schools and departments and in the best interest of the School District, this Contract will be awarded to ALL responsive, responsible bidders meeting specifications, terms and conditions of this bid to provide a complete 100% turnkey Minor Facilities Repair and Maintenance project(s) based on their prices submitted on the Bid Summary Document contained in this bid. Whenever work is needed, awarded vendors will be notified to provide a Quote for that project. The project may be given to the vendor with the best price for that project after adjustments have been made for all preferences that may be applicable.

All quotes must include the cost for labor, materials and installation/repair and the pricing shall be broken out for verification of pricing against pricing submitted on attached Bid Summary Document. Contractors shall use the Bid 23C-26C Quote Document provided for each project when responding to quotes. Quotes that do not follow this requirement, may be rejected. There will be no additional charge for consultation or troubleshooting on any particular project. Once awarded, vendor shall not request any increases.

Emergency repairs: Emergency repairs are defined as situations where immediate repairs are required to prevent the loss of service to alleviate the possibility of a situation which would

adversely and unduly affect the safety, health or comfort of building, occupants, or otherwise cause loss to the School District. In the event of an emergency, the District shall select a vendor from the pool of awarded vendors on a rotating basis to provide emergency repair services. The contacted vendor shall respond within 24 hours. Upon completion of the emergency job the vendor shall notify Facility Management Coordinator and an itemized invoice reflecting the pricing submitted on the Bid Summary document shall be submitted within 24 hours.

In emergency situations where there are extended lead times, fabrication time, or the work will not take place immediately, a written quote shall be submitted to the Facility Management Coordinator. This quote should include estimated time of completion, lead times, and other pertinent information. Emergency services may require work be performed after regular hours, weekends, and holidays. Awarded vendors who are unavailable for a particular project shall be required to provide written notification that they will be unavailable to respond. Vendors shall not refuse any project based solely upon its location and dollar amount. For non-emergency repairs see paragraph BB.

The Board reserves the right to undertake inquiries into proposer's financial and/or litigation history, and by submitting a proposal, the proposer expressly consents to these inquiries.

The Board, through its designee(s), reserves the right to further negotiate any proposal, including price and warranty, with all responsible and responsive bidders to meet the needs of the District. If a mutually beneficial agreement with the bidder offering the lowest cost and who is deemed responsible and responsive cannot be resolved, The Board, through its designee(s), reserves the right to enter into negotiations with the next bidder offering the lowest cost and who is deemed responsible and responsive until an agreement is reached to meet the needs of the District. Upon award of a particular item to the successful bidder, the vendor cannot substitute an item without prior approval by the Purchasing Department. Vendor must supply the item that was specified according to their bid response unless instructed otherwise by the Purchasing Department.

The Purchasing Department or their designee reserves the right to use the next bidder offering the lowest cost and who is deemed responsible and responsive in the event the original awardee of the bid cannot fulfill their contract, subject to the terms and conditions of Preference awards as provided herein. The next bidder offering the lowest cost and who is deemed responsible and responsive prices must remain the same as originally bid and must remain firm for the duration of the contract.

G. TERM OF CONTRACT:

The term of this contract shall be for three (3) years from the date of award and may, by mutual agreement between the School District and the awardee(s), be renewable for two (2) one-year period(s). If considering renewing the Contract, the Board, through the Purchasing Department, will provide a letter of intent to renew the Contract to the awardee(s) 120 days prior to the end of the initial term of the Contract period or any subsequent renewal term. If needed, the Contract may be extended 120 days beyond the Contract expiration date or any subsequent renewal periods. The awardee(s) will be notified when the Board has acted upon the recommendation. All prices shall be firm for the entire length of the Contract and all subsequent renewal periods unless the conditions below are met, nothing prohibits the District from accepting lower pricing during the term of this contract.

- 1) **Price Escalation** SCHOOL BOARD may consider pricing increases during the term of the initial contract period, and any/all subsequent renewal periods if the following conditions occur: a) There is a verifiable price increase to the provider of the bid items(s); b) CONTRACTOR submits in writing, notification of price increases(s); c) The price increase shall be comparable to documented changes in industry related indices; d) price increases due to seasonal and/or unforeseen market conditions during the term of the initial contract period, and any/all subsequent renewal periods; e)

CONTRACTOR shall submit the above information to the Purchasing Department no less than thirty (30) calendar days prior to the effective date of the requested price increase.

When the CONTRACTOR complies with the above-mentioned conditions, Purchasing will review the information to determine if it is in the best interest of the School District to adjust the pricing on the effective date of price increase.

CONTRACTOR must receive written notice from Purchasing that SCHOOL BOARD is in acceptance of the new price(s) before processing any orders at the new cost.

CONTRACTORS are also expected to pass along any/all decreases on products/services OR to keep product pricing constant (remain the same) when market conditions warrant no such increases

H. REFERENCES:

Electronically Complete the Reference Document and include at least five (5) references from customers that you have contracted with to provide General Contracting Services. This should include at least one reference from a customer who has been with you for a year or less, three references from veteran customers with long term or repeat contracts and at least one reference from a past customer who is currently not under contract with you. Please do not include the School District of Palm Beach County as a reference.

NOTE: The information requested must include a current contact name, phone number and email address for each reference.

I. QUALIFICATIONS:

Provide photocopies of the following (**valid and current**) licenses and/or certificates: **Failure to provide this documentation may result in rejection of bid.**

If you are a business located within Palm Beach County please provide:

1. Palm Beach County Local Business Tax Receipt, formerly Occupational License.

AND

2. Proof of an active Certificate of Authority issued by the Florida Department of State which authorizes the Bidder to transact business in the State of Florida. This proof may be provided by either submitting a copy of the Letter of Authority issued by the Office of the Secretary of State or by submitting a copy of the Certificate of Status Verification which may be obtained via Sunbiz.org-Department of State.

AND

3. Copy of the proposer's Certified General Contractor's (CGC) License, issued by the Florida Department of Business and Professional Regulations. By submitting a bid, each bidder certifies that they possess a current certificate of competency issued by the State of Florida. All subcontractors must have appropriate licenses.

Per Florida Statutes 607.1501, A foreign corporation may not transact business in this state until it obtains a certificate of authority from the Department of State. For information on how to register to do business in the State of Florida go to: <https://dos.myflorida.com/sunbiz/forms/>

If you are an out of the county business please provide:

1. a current Business Tax Receipt within that county you are registered

AND

2. Proof of an active Certificate of Authority issued by the Florida Department of State which authorizes the Bidder to transact business in the State of Florida. This proof may be provided by either submitting a copy of the Letter of Authority issued by the Office of the Secretary of State or by submitting a copy of the Certificate of Status Verification which may be obtained via Sunbiz.org-Department of State.

AND (if applicable)

3. Copy of the proposer's Certified General Contractor's (CGC) License, issued by the Florida Department of Business and Professional Regulations. By submitting a bid, each bidder certifies that they possess a current certificate of competency issued by the State of Florida. All subcontractors must have appropriate licenses.

The bidder(s) must complete and submit the Questionnaire Form with this bid.

The bidder(s) must have an adequate organization, facilities, equipment, and personnel to insure prompt and efficient service. The District reserves the right, before recommending any award, to inspect the facilities to determine ability to perform. The District reserves the right to reject bids where evidence submitted, investigation and/or evaluation, is determined to indicate inability of the bidder to perform.

J. PLACING AN OFFER:

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

All offers must be submitted electronically to PeriscopeS2G at BidSync.com. No offer will be considered if submitted after the closing date and time. Hard copy bids will not be accepted. Allow sufficient time to complete your offer, **and follow all steps outlined in Paragraph C.** If necessary, an addendum will be distributed by PeriscopeS2G to all who are known by the Purchasing Department to have received a complete set of proposal documents.

K. BID QUESTIONS:

From the time this solicitation is posted until the time a Decision or Intended Decision is posted, potential Proposers and employees, representatives, partners, director, officers, or other individuals acting on behalf of the Proposer, shall be prohibited from lobbying any School District employee, Member of the School Board, Member of a School District Advisory Committee that may evaluate the awarded contract, or person selected to evaluate or recommend selection of the awarded Proposer. Violation of the Cone of Silence shall result in rejection/disqualification of the Proposer from award of a contract arising out of this solicitation. Further, in order to protect the integrity of the award process, all questions regarding this solicitation must be submitted via PeriscopeS2G no later than 5:00 p.m. EST, on November 25, 2022. Questions received via PeriscopeS2G by the time and date specified will be answered in writing and posted on PeriscopeS2G. Lorenzo Valdes is authorized only to direct the attention of prospective proposers to various portions of the Bid so that they may read and interpret such for themselves. Neither Lorenzo Valdes nor any employee of the District is authorized to interpret any portion of this Bid or give information as to the requirements of the Bid in addition to that contained in the written documents. All questions submitted (along with their source) are subject to Public Records Laws and as such will be available for inspection upon receipt of a Public Records Request.

L. POSTING OF BID RECOMMENDATION / TABULATIONS:

Bid recommendations and tabulations will be posted electronically with PeriscopeS2G for review by interested parties, on December 14 at 3:00 p.m., EST, and will remain posted for a period of 72 hours. If the bid tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all bidders of the new posting date and time.

Any person adversely affected by the decision or intended decision, as defined in School Board Policy 6.14 (4) (a), must file a notice of protest, in writing, within 72 hours after the posting of the notice of decision or intended decision. Saturdays, Sundays and State Holidays shall be excluded in the computation of the 72-hour time period. The formal written protest must be filed within 10 days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or to file a formal written protest within the time prescribed in section 120.57 (3), Florida Statutes, shall constitute a waiver of proceedings under chapter 120, Florida Statutes.

M. SBE GOAL:

The Board strongly encourages the use of Small Business Enterprises for participation as partners: joint venture partners, subcontractors, sub-consultants and prime contractors, in the District's contracting opportunities. A listings of Certified Small Business Enterprises can be found on the District's Office of Diversity in Business Practices web site at <http://www.palmbeachschools.org/diversityinbusiness>.

N. SUB-CONTRACTING:

If a vendor intends to sub-contract any portion of this bid for any reason, the name and address of the subcontracting firm must be submitted with the bid or prior to use for approval. No sub-contracting will take place prior to bid-awarded vendor furnishing this information and receiving written approval from the District. Subcontractors will be required to conform to the Jessica Lunsford Act as noted in the General Conditions document of this bid.

The Purchasing Department reserves the right to reject a subcontractor who previously failed in the proper performance of an award or failed to deliver on-time contracts of a similar nature, or who is not in the position to perform this award. The School District Representative reserves the right to inspect all facilities of any subcontractor in order to make determination as to the foregoing. The subcontractor will be equally responsible for meeting all requirements specified in this Invitation to Bid. Vendors are encouraged to seek SBE business enterprises for participation in sub-contracting opportunities. The sub-contractor shall be equally responsible for meeting all requirements specified in this Invitation to Bid.

O. SMALL BUSINESS ENTERPRISE (SBE) PARTICIPATION:

An SBE business must meet The School District of Palm Beach County's (SDPBC) eligibility standards incorporated in the definition of Small Business Enterprise (SBE) as outlined in School Board Policy 6.143, Diversity and Equitable Utilization in Business, which requires that the business be certified by SDPBC.

SDPBC defines a Small Business Enterprise (SBE) as having average annual gross sales that are less than fifty (50%) of the small business size standard as defined by the U.S. Small Business Administration (SBA) for a firm's relevant industry. The average number of full-time employees over the last three years that is less than fifty percent (50%) of small business size standard as defined by SBA for the business firm's relevant industry. See SBE guidelines at: www.sba.gov/federal-contracting/contracting-guide/size-standards.

The principal place of business of the SBE must be in Palm Beach County, Broward County, and /or Miami Dade County. The firm's headquarters must be located in Palm Beach County, Broward County, and/or Miami Dade County with either, a majority of the firm's gross

revenues or sales derived there, or a majority of firm’s employees domiciled in one of these counties.

An SBE business must have received less than fifteen million dollars (\$15 million) in contract payments from the School District of Palm Beach County projects or contracts in the fiscal year preceding the bid.

An SBE business shall be independent (a free-standing business) and recognized as a separate entity for tax purposes. Businesses that share common ownership, space, employees, or other facilities, may be considered as a single business for this program without reference to tax status.

The business must have been established and operational for a period of at least one (1) full year prior to the certification application. The business’s address must include street number, name of the street, suite number, if any, and correct zip code. A post office box is unacceptable without the physical street address.

Revenues or Sales Size Standards:

Procurement Program – Any firm that has had an average cumulative gross sales or revenues of greater than seven million dollars (\$7 million) over the last three (3) years shall not be considered eligible to participate in the School District’s SBE program for procurement.

SDPBC will accept SBE certification on a school district solicitation if the bidder can demonstrate that they meet the guidelines as outlined in the School District’s Small Business Enterprise Program eligibility guidelines. Industry specific classification and income thresholds are consistent with and meets the standards contained in School Board Policy 6.143 and the Office of Diversity in Business Practices Procedures Manual as depicted in the chart below.

INDUSTRY	INCOME THRESHOLD
Construction	Not to exceed \$13,000,000.
Professional Services	Not to exceed \$6,000,000.
General Procurement	Not to exceed \$7,000,000.

SBE Vendor Directory:

The Vendor Directory represents SBE vendors certified only by the School District of Palm Beach County. Vendors certified as an SBE with any entity or agency other than the School District of Palm Beach County will not be accepted. The District does not have reciprocity with any other certifying Agency/Entity. The District has an Inter-local Agreement (IA) with The City of West Palm Beach, Palm Beach County and Miami-Dade County Public Schools; however, SBE bidders must have met the certification eligibility criteria of the District’s certification program at the time of documentation submittal in order to be deemed a District Certified SBE.

Goal: The Goal established for this industry classification is an SBE Bid Preference of 5% for the participation of Small Business Enterprises.

SBE Bid Preference:

Pursuant to Board Policy 6.143, award recommendations shall make appropriate adjustments to pricing when considering solicitations from School District of Palm Beach County (SDPBC) certified Small Business Enterprises (SBE) if the bid price does not exceed the lowest bidder’s price by an amount greater than \$50,000 or 5%, whichever is less. In instances where the certified SBEs price difference is greater than \$50,000 or 5%, the lowest responsive, responsible bidder will be awarded the contract and the goals shall be deemed waived.

Qualification requirements for SBE Bid Preference are, the bidder must be certified by the School District of Palm Beach County, at the time the bid is submitted. The District does not recognize any other certifications. **Bidders must submit their School District Certification Certificate with the bid.** For District certification go to <http://www.palmbeachschools.org/diversityinbusiness> website and complete the SBE certification application. The Office of Diversity in Business Practices will review the certification database to ensure that all SBE's are certified at the time the bid is submitted.

Small Business Enterprise Participation:

Bidders who list SBE subcontractors as participants in their bids must complete and submit the Subcontractor Participation Letter of Intent, Form 1525 and Subcontractor Participation Summary, Form 1526. Form 1526 will be submitted with all requests for payment, and will be submitted as part of the response to the solicitation.

SBE Bid Preference is not the same as Small Business Enterprise Participation.

If SBE Bid Preference is indicated, then the Bid does not have an SBE Participation Goal and Forms 1525 and 1526 are not required.

The industry specific classification for this solicitation is: Construction

B2GNow Compliance Reporting System

The SCHOOL BOARD maintains an electronic Contract Compliance System known as the B2GNow Compliance Reporting System. This Contract is subject to Compliance Tracking and Contractor shall use the B2GNow secure web-based system to submit Project Specific information including, but not limited to, monthly payments and progress reports on all Subconsultants and Subcontractors.

Contractor understands that all Subconsultants and/or Subcontractors are also required to utilize the B2GNow Reporting System to manage their contact information and Project Specific records, respond to any noted instructions and/or information requests. Contractor agrees to advise all of its Subconsultants and/or Subcontractors in writing of the requirement to submit all Contract Compliance related data electronically to the B2GNow Reporting System. Contractor further agrees and understands it is responsible for ensuring all Subconsultants and/or Subcontractors have uploaded all requested items via the B2GNow Reporting System.

Contractor understands its contact information and that of its Subconsultants and/or Subcontractor must remain accurate and up-to-date in the B2GNow Reporting System and agrees to timely notify SCHOOL BOARD of any changes to its contact information or that of a Subconsultant and/or Subcontractor. From time to time, the SCHOOL BOARD may require additional information from the Contractor and/or its Subconsultants/Subcontractors and Contractor agrees that it will provide such information, within five (5) business days via the B2GNow Reporting System. Contractor understands its obligations hereunder are continuing and shall survive the expiration or termination of the Contract.

Information concerning access of the B2GNow Reporting System will be provided to Contractor by the Office of Diversity in Business Practices. The B2GNow Reporting System is web-based and can be accessed at the following Internet address: <https://palmbeachschools.diversitycompliance.com/>. The Contractor shall contact the Office of Diversity in Business Practices to register for training and support for the B2GNow Reporting System. Contractor agrees to advise all of its Subconsultants and/or Subcontractors in writing of their obligation to contact the Office of Diversity in Business

Practices to register for training and support for the B2GNow Reporting System. For information request and questions, contact the Office of Diversity in Business Practices (561-681-2403).

See paragraph N for additional details regarding subcontractors.

P. ACCESSIBILITY TO AND COOPERATION WITH INSPECTOR GENERAL AND STAFF:

The Awarded Vendor agrees and understands that the School District's Office of Inspector General shall have immediate, complete, and unrestricted access to all financial and performance-related records, papers, books, documents, information, writings, drawings, graphs, photographs, processes, data or data compilations, computer hard drives, emails, instant messages, services, and property or equipment purchased in whole or in part with School Board funds ("Information and Records"). The Awarded Vendor shall furnish the Inspector General with all Information and Records requested for the purpose of conducting an investigation or audit, as well as provide the Inspector General with reasonable assistance in locating assets and obtaining information and records that are in the possession, custody, or control of the Awarded Vendor or its subcontractor. The Awarded Vendor understands, acknowledges, and agrees to abide by applicable portions of School Board Policy 1.092. Such policy is located at: <https://go.boarddocs.com/fl/palmbeach/Board.nsf/Public#>.

Q. PUBLIC RECORDS LAW:

The Responder shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the School Board of Palm Beach County in order to perform the service to the Board under this agreement.
- b. Upon request from the Board's custodian of public records, provide the Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Responder does not transfer the records to the Board.
- d. Upon completion of the Agreement, transfer, at no cost, to the Board all public records in possession of the Responder or keep and maintain public records required by the Board to perform the service. If the Responder transfers all public records to the Board upon completion of the Agreement, the Responder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Responder keeps and maintains public records upon completion of the Agreement, the Responder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Board, upon request from the Board's custodian of public records, in a format that is compatible with the information technology systems of the Board.

Failure of Responder to abide by the terms of this provision shall be deemed a material breach of this Agreement. This provision shall survive any termination or expiration of this Agreement. In the event of a dispute regarding the enforcement of this provision where the Responder has unlawfully refused to comply with the public records request within a reasonable time, the School Board shall be entitled to recover its reasonable costs of enforcement, including reasonable attorney's fees from the vendor as authorized by 119.0701, Fla. Stat.

IF THE RESPONDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, HE OR SHE MUST CONTACT THE PUBLIC RECORDS MANAGEMENT COORDINATOR FOR THE SCHOOL DISTRICT OF PALM BEACH COUNTY AT 561-629-8585, PUBLICRECORDS@PALMBEACHSCHOOLS.ORG, OR 3300 FOREST HILL BLVD., SUITE C-110, WEST PALM BEACH, FL, 33406.

Public Records Exemption:

- 1) For purposes of this paragraph, "competitive solicitation" means the process of requesting and receiving sealed bids, proposals, or replies in accordance with the terms of a competitive process, regardless of the method of procurement.
- 2) Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.
- 3) If an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

R. INSURANCE REQUIREMENTS:

In the event of loss, damage or injury to the awarded bidder(s) and/or the awarded bidder's property, the awarded bidder(s) shall look solely to any insurance in its favor without making any claim against the School Board of Palm Beach County. The bidder's insurance coverage shall be primary and noncontributory. Proof of the following insurance will be furnished by the awarded vendor(s) to the School Board of Palm Beach County by Certificate of Insurance. The School Board shall be named as an additional insured.

Original copies of Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the School District of Palm Beach County, Purchasing Department by email (insurancecertificate@palmbeachschools.org), or fax (561-963-3823), and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.

Thirty days written notice must be provided to the School District of Palm Beach County via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.

1. WORKERS' COMPENSATION: WORKERS' COMPENSATION:

Bidder must comply with Section 440, Florida Statutes, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits or elective exemptions as defined in Florida Statute 440 will be considered on a case by case basis.

Required Endorsements:

- Waiver of Subrogation – WC 0003 13 or its equivalent

2. COMMERCIAL GENERAL LIABILITY:

Bidder shall procure and maintain for the life of the contract, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of the contract. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

Required Endorsements:

- Additional Insured – CG 20 26 or CG 20 10 and CG 20 37 or their equivalents.

Note: CG 20 10 or CG 2026 must be accompanied by CG 20 37 to include products/completed operations.

- Waiver of Transfer Rights of Recovery – CG 24 04 or its equivalent.
- Primary and noncontributory – CG 2001 or its equivalent.

Note: If blanket endorsements are being submitted, please include the entire endorsement and applicable policy number.

3. BUSINESS AUTOMOBILE LIABILITY:

Awarded vendors shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$500,000 per occurrence. This coverage shall be an “Any Auto” form policy or a form policy that includes “Scheduled Autos, Hired Autos, and Non-Owned Autos” coverage. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we require an affidavit signed by the contractor indicating the following:

_____ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, _____ (Company Name) agrees to purchase Business Automobile Liability coverage as indicated above on the date of acquisition.

4. WAIVER OF SUBROGATION:

The awarded bidder(s) hereby waives any right of subrogation against the School Board of Palm Beach County, for loss, damage or injury within the scope of the Bidder’s insurance, and on behalf of itself and its insurer, waives all such claims against the School Board of Palm Beach County.

NOTE: The terms and conditions of this agreement shall apply with respect to awarded bidder’s operations for any school or ancillary owned by the School Board of Palm Beach County.

5. SECURITY OF CONFIDENTIAL PERSONAL INFORMATION:

In accordance with Section 501.171, F.S., (or section as amended) Awarded Vendor(s) shall take reasonable measures to protect and secure the School Board's records in any form. This data may include (personal, financial or student) information. Awarded Vendor(s) shall notify The School Board, or its designee, as expeditiously as practicable, but no later than 30 days after the determination of the breach or reason to believe a breach has occurred. Awarded Vendor(s) shall work with The School Board, or its designee, to satisfy the requirements of Section Fla. Statutes, Chapter 501.171 (or section as amended) as to required investigation and notice provisions. Further, Awarded Vendor(s) shall reimburse The School District for actual, reasonable costs incurred by The School District in responding to, and mitigating damages caused by, any Security Breach, including all costs of notice and/or remediation within 30 days of receipt of documentation from The School District evidencing such actual, reasonable costs incurred.

S. USE OF STUDENT INFORMATION

During the term of the contract if you will receive personally identifiable information from education records of students under the Family Education Rights and Privacy Act (20 U.S.C. s. 1232g) and 34 C.F.R. s. 99.31(a)(1)(i)(B), and sections 1002.22 and 1002.221, Florida Statutes you will need to complete the PBSB 2220 form and indicate under paragraph one (1) on the form what information you will be requesting.

If you will not be receiving any personally identifiable information from education records of students under the Family Education Rights and Privacy Act (20 U.S.C. s. 1232g) and 34 C.F.R. s. 99.31(a)(1)(i)(B), and sections 1002.22 and 1002.221, Florida Statutes, please mark N/A on the Vendor or Partner section of the form and return with the proposal.

I. E-VERIFY

- A. Pursuant to Fla. Stat. §448.095, Contractor agrees that it shall register with and use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the work authorization status of all newly hired employees during the term of this contract or solicitation
- B. Pursuant to Fla. Stat. §448.095, if Contractor enters into a contract with a subcontractor(s) for the labor, supplies or services provided under this contract or solicitation, Contractor must require that the subcontractor(s) provide Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor understands that Contractor must maintain a copy of such affidavit for the duration of the contract or solicitation.
- C. If School Board has a good faith belief that the Contractor has knowingly violated Fla. Stat. §448.09, School Board shall terminate the contract with the Contractor. The Contractor is liable for any additional costs incurred by the School Board as a result of a termination of this contract or solicitation pursuant to §448.095(2)(f) .
- D. If School Board has a good faith belief that a subcontractor(s) has knowingly violated §448.095, but Contractor has otherwise complied with this subsection, School Board shall promptly notify Contractor and order Contractor to immediately terminate the contract with the subcontractor(s).

U. PAYMENT / PAYMENT TERMS:

Payment will be made after the goods/services from the awarded vendor have been received/completed; inspected and found to comply with award specifications, free of damage or defect; and a properly billed invoice is received and processed in the Accounting Services Department.

The District's payment terms are net 30 days; however, the District will accept terms for early payment. See **Early Payment Terms Document**.

Payment will not be processed until the following occurs:

1. The complete and satisfactory receipt of all items ordered. All pricing in accordance with the bid.
2. The receipt of a properly billed invoice in the Accounting Services Department.

Invoices to the School Board MUST include the following to permit verification of prices and expedite payment to vendors:

1. Name and Address of Vendor
2. A Unique Invoice Number
3. Date of Shipment
4. Line Item Total or Extended Price
5. Purchase Order Number
6. A copy of the first invoice for this contract shall be sent to the Purchasing Agent for review at Lorenzo.e.valdes@palmbeachschools.org.

Invoice copy and/or packing slip must be presented at time of delivery. Original Invoice must be sent to Accounting Services, 3300 Forest Hill Blvd., Suite A-323, West Palm Beach, FL 33406, or submitted electronically.

To submit an invoice as an email attachment, ensure that the electronic document meets the guidelines below and email the invoice to apinvoice@palmbeachschools.org.

Electronic Invoice Submission Guidelines:

a. Submit industry standard PDF's, created at a 300-dpi bi-tonal equivalent (either image or text only content) or bi-tonal or grey scale TIF's.

b. Each invoice must be its own file attachment. Multiple invoices in a single email is supported, but each invoice must be a separate file attachment

If you are interested in learning more about submitting invoices via email, please contact Bob Rucinski at bob.rucinski@palmbeachschools.org, or call him at (561) 434-8701.

Failure to timely submit invoices(s) to Accounting Services as set forth above may significantly delay processing and payment of the invoice.

The School Board may not process invoices submitted more than 120 Days after the date the goods or services were delivered without prior approval from the Accounting Services Department.

Vendor waives claims for payment of goods and/or services on invoice(s) not received by the Accounting Services Department within 120 Days of the delivery. Prior approval by Accounting Services is required if invoicing will extend past 120 days.

The above terms and conditions are agreed to by submitting an offer on this bid.

V. INCORRECT PRICING/INVOICES:

Any pricing on invoices that is incorrect or freight charges that were not included on the original Purchase Order, must be brought to the attention of the Purchasing Agent and corrected prior to the shipment(s) of goods or initiation of services. Additional costs that were not brought to the District's attention and did not receive written approval via a Change Order issued by the Purchasing Agent may not be honored.

W. CHANGE ORDERS:

Any addition(s) to the Scope of Work or to a Purchase Order as a result of the bid award that adds additional costs must be brought to the School Districts attention and approved by the Purchasing Department prior to commencement of additional work, shipment of goods or the addition of unauthorized freight charges. Once approved, a Change Order will be issued to include the additional costs and work may commence and/or shipment of goods can begin. Additional costs that were not brought to the district's attention and did not result in a Change Order approved by the Purchasing Agent may not be honored.

X. DISTRICT PURCHASING CARD:

The School District has authorized the use of a Purchasing Card with Visa through the Bank of America to expedite small dollar purchases for materials, supplies, and other items needed for daily operations. Vendors may be presented these credit cards by authorized School District personnel for the above-mentioned purchases. Each cardholder's authorization limit may not exceed \$1,000 daily per vendor effective July 1, 2006 (with the exception of travel). Purchase orders are strongly discouraged for purchasing materials, and supplies under \$1,000.

Y. CONFLICT OF INTEREST:

On vendors own business letterhead, all vendors must disclose the name of any officer, director, or agent who is also an employee of the District. All vendors must disclose the name of any District employee who owns, directly or indirectly, any interest in the responder's business or any related entity. By submitting this documentation to the District, the vendor represents and warrants that District employee does not have a prohibited conflict of interest as provided in Chapter 112, Florida Statutes and School Board Policy 3.02 Code of Ethics.

Z. CODE OF ETHICS:

Per District Policy 3.02, District Employees shall not accept gifts or gratuities in violation of the State Code of Ethics or which give the appearance that the gift improperly influenced a decision.

AA. ORGANIZATION PROFILE:

Provide the Corporate Name and Parent Company (if applicable) and address of corporate headquarters. Provide the names, titles, addresses, email, and telephone numbers of the persons authorized to answer any questions related to Company's proposal. The Organization Profile should also include information such as number of years in the business, number of locations, location of facilities, company vision statement, and a succinct history of the company. In addition, the Beneficial Interest and Disclosure of Ownership Affidavit (PBSD Form 1997) must be completed, signed, notarized and returned with your bid.

BB. COMPANY FINANCIALS:

Vendors shall provide financial statements giving the District enough information to determine financial stability. Failure to do so may result in your response being rejected.

- a. Balance Sheet or Annual Report for the last three (3) years
- b. Three (3) years of income statements
- c. Federal or State tax liens or judgements for the proposer's entity for the last five years. If no liens or judgements exist, please so state on Company Letterhead and upload with your response.

You may also include (optional):

- a. Statement of Changes in financial position;
- b. Letter from the proposer banking institution
- c. Statement from certified public accounting firm.

CC. SCOPE OF SERVICES: The School Board of Palm Beach County, Florida invites General Contractors licensed by the State of Florida, to submit a Proposal to provide General Contracting services for Minor Facilities Repair and Maintenance necessary to deliver a completed project in accordance with the requirements and specifications established by the District for each project. Minor Facilities Repairs and Maintenance will consist of projects with a dollar value under \$300,000.

- For projects with an estimated cost under \$10,000 work shall be rotated between the awarded pool of contractors who are ready, willing and able to perform the work.
- For projects with an estimated cost over \$10,000, Purchasing will post a Request for Quote (RFQ) on PeriscopS2G and include Scope of Work, Specifications, any associated plans or prints and a required Quote Document. The RFQ will be open to only those vendors awarded on this contract. If a site visit is considered mandatory, all interested parties/bidders shall attend and sign the attendance sheet. The attendance sheet will be collected ten (10) minutes after the scheduled start time. Contractors arriving after the attendance sheet has been collected may be considered as not in attendance for purposes of the mandatory site inspection and their quote may be rejected.

Following the site inspection, you will have an opportunity to submit any questions regarding the project by the deadline specified. Quotes shall be submitted as directed by the deadline specified and submitted on the Required Quote Document only. All Quotes shall provide cost for labor, materials, installation and equipment necessary to complete the work on the project and deliver a 100% completed project on or before the completion dates specified. Prices quoted shall only be accepted from the Bid Summary Document submitted with this bid and must be itemized. No lump sum will be accepted. Work shall incorporate all of the requirements set forth in the Board approved Educational Specifications, Florida Building code, Florida Accessibility Codes, District Master Specifications, Design Criteria and all other applicable specifications.

There will be no additional charge for consultation or troubleshooting on any particular project. This will be included with any project by the awarded contractor for that project. Due to budgetary restraints and ultimate practicality of some projects, the District by requesting a site visit or proposal does not by implication commit itself to commencement or completion of any project.

No guarantee of the dollar amount of work performed under this Contract is implied or given, nor is there any guarantee of work.

At the completion of a project, the School District will perform a project inspection to assess the quality materials and services, managed cost control, timeliness and conformance to regulations and standards. Poor assessments may be grounds for removal from the pool of awarded vendors. If Contractor does not intend to submit a quote on a certain project, justification must be provided to the School District. The School District shall take a non-responsiveness into consideration when awarding future work and determining whether contract options will be exercised.

RESPONSIBILITIES

1. For each project awarded under this Contract the Contractor shall be responsible for the following:
2. The Contractor will furnish, at their expense, all labor, materials, transportation, technical expertise, supervision, licensing, and permits, in compliance with all of the requirements set forth in the Educational Specifications, District Master Specifications, Florida Building code, Florida Accessibility Codes and all other applicable Specifications. It is suggested that vendor should familiarize themselves with the District's codes and regulations prior to submitting your proposal. DMS can be found at the following link:
<https://www.palmbeachschools.org/cms/one.aspx?pageId=12530559/>
3. The School District will provide water and electricity from point of closest hook-up only (no hoses or electrical cables will be provided) at sites specified.
4. Contractor shall provide shop drawings for all completed work to the District Facility Management Coordinator or designee, where applicable.
5. The contractor shall be responsible for correction/replacement, according to local codes and School District's satisfaction, of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, structures, etc., broken or damaged as the result of contractor's operations.
6. The contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and any other information known to the contractor as may be provided by the owner before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the District at once.
7. The contractor shall not be relieved of obligations to perform the work in accordance with the contract documents either by activities or duties of the owner or of the contract or by test inspections or approvals required or performed by persons other than the contractor.
8. Contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site as well as removal of dunnage off the school/department site in accordance with specifications herein and all attachments.
9. The contractor's invoice must be itemized showing parts, labor,

- etc., to provide a complete accounting of services performed.
10. The contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground, above ground, or on the surface from their operations that may be hazardous and/or damaging to said facilities.
 11. The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their operations at the work site.
 12. Contractor shall be responsible for safeguarding of all tools and equipment, signs, barricades, etc. while operating on any school site. The district assumes no responsibility for act of theft or vandalism which may occur while contractor's equipment is located on any school district site.
 13. Contractor shall not inhibit access to any School District building during pursuit of work specified herein.
 14. Contractor shall leave work site in a neat and orderly fashion at the end of each workday.
 15. Contractor or a representative, daily while on campus, shall sign in and present District issued clearance badge at the school center's main office prior to commencing any work and shall sign out at school's office prior to leaving campus unless prior written exception has been obtained.
 16. Contractor shall provide due care at all times while performing any task at any District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous condition for pedestrians, property, and vehicles.
 17. The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to them.
 18. The contractor shall supervise and direct the work, using their best skill and attention. The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures and for coordinating all portions of the work under the contract.
 19. The contractor shall be responsible to the District for the acts and omissions of any awarded project by their employees, subcontractors and any other persons performing any of the work under a contract with the contractor.
 20. The contractor shall have a English-speaking, licensed (State of Florida or Palm Beach County) supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractor's behalf.
 21. The contractor shall not proceed with any project until a written purchase order has been received.
 22. The contractor must obtain prior written approval on all costs before the additional work is started.
 23. The contractor shall provide a construction work schedule and submit it to the School District designated contract person. The schedule shall include estimated commencement and completion

dates.

24. The contractor shall provide an emergency after-hour phone number and contact person.
25. The contractor shall be responsible to ensure pickup of any and all refuse, rubbish, scrap materials, and debris as a result of their operations so that work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. No rubbish shall be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave project in ready-to-use condition.

The contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed) at all times, and their compliance with School Board Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on campus. The provision or use of existing sanitary facilities will be discussed and determined at the pre-construction meeting. The contractor shall provide to the owner certification that all personnel on site comply with Level 2 FDLE and FBI screening, with the report of the results provided by or to the School District's Police Department, which shall be the sole determiner of clearance. All contractor and sub-contractor personnel must have a badge, indicating clearance. The contractors name and a traceable number must be visible. No contact between students or School staff is allowed with any contractor, sub-contractor, or supplier. If contacted by school personnel or staff, refer them to the School Districts Project Coordinator for this project.

DD. HOURLY RATE: The hourly rate quoted shall include full compensation for labor, equipment use, travel time, and any other cost to the bidder. This rate is assumed to be at straight time for all labor, except as otherwise noted. The bidder shall comply with minimum wage standards and any other applicable laws of the State of Florida. If overtime is allowable under this Bid, it will be covered under a separate item in the special clauses.

EE. WORK DAY DEFINED: *The workday shall start at 7:00 A.M. and end at 5:00 P.M., Monday through Sunday.* The hourly rate charge shall commence on the job site; all travel time expenses shall be borne by the bidder and will not be reimbursed by the District.

FF. WARRANTY: Contractor shall guarantee entire installed system to be free of defects in workmanship and materials for a period of at least one year from date installation is accepted. Contractor and/or manufacturer shall repair and/or replace, at no cost to the School District, any defects or malfunctions noted during the warranty periods.

GG. LIQUIDATED DAMAGES: Should the contractor fail to complete the work within the time specified on the purchase order, and provided the contractor has not previously obtained an extension of time, the School District reserves the right to collect liquidated damages. Said liquidated damages shall be assessed at the rate of \$100 per day for each calendar day that work remains uncompleted after the time allotted.

HH. BALANCE OF LINE: The "balance of line" shall include products and services that are not requested in this. Invitation to Bid, but are within the scope of products and services available from the awardee(s). The School District reserves the right to add these products and services to the

awarded items. Additions shall be submitted as they occur. Deletions and discontinued items shall be reported by bid awarded vendor as they occur. Refer to Additional Information Document.

II. DELAYS AND EXTENSIONS OF TIME: If the contractor is delayed at any time in the progress of the work for any cause or reason which is beyond their control, contract time may be extended by mutual agreement between the contractor and the School District (Purchasing Department).

JJ. AREA REPRESENTATIVE: Bidder should indicate on the attached Area Representative Document the name, address, phone number and email address, if available, of the vendor representatives who will make periodic scheduled visits to the schools and departments and will be available, upon request, to resolve billing and delivery problems.

BID PREPARATION CHECKLIST:

The Bid Preparation Checklist is a guide to assist the Bidder in verifying the completeness of their Bid. The Bid Preparation Checklist does not relieve the Bidder of the responsibility of ensuring that all requirements of this solicitation are included with submittal of their response. Items checked “required” must be submitted with your bid response or your bid may be declared non responsive.

Verified by Vendor	Required	Document	See Special Condition
	Yes	Bidder Acknowledgement	On PeriscopeS2G
	Yes	Area Representative	Paragraph JJ
	Yes	Required Response Form	On PeriscopeS2G
	Yes	Bid Summary Document	On PeriscopeS2G
	Yes	Certificates/License	Paragraph I
	Yes	Questionnaire Form	Paragraph I
	Yes	Beneficial Interest and Disclosure of Ownership Affidavit	Paragraph D
	Yes	Debarment Certification	On PeriscopeS2G
	Yes	Variance Document	On PeriscopeS2G
	Yes	Reference Document	Paragraph H
	Yes	Early Payment Terms	Paragraph U
	Yes (if applicable)	Form 1525, Letter of Intent – SBE Subcontractor Participation	Paragraph N, O
	Yes (if applicable)	Form 1526, SBE Subcontractor Participation Summary	Paragraph N, O
	Yes	Form 0580, Drug-Free Workplace Certification	On PeriscopeS2G
	Yes	Organizational Profile	Paragraph AA
	Yes	Company Financials	Paragraph BB
	Yes	Conflict of Interest/Non Conflict of Interest Statement	Paragraph Y
	Yes	E-Verify Form	Paragraph T
	Yes	Complaint Notification/Bid General Conditions	See General Conditions Paragraph 26
	Yes	Bidders' Certification for Byrd Anti-Lobbying	On PeriscopeS2G
	Yes	Form 2220	Paragraph S

***Reminder* The Proposer must submit all supporting documentation in the name of Proposer's entity only. Parent and/or subsidiary entities will not be acceptable.**

**Bid 23C-36C for Term Contract for General Contracting Services for Facilities Minor
Repairs and Maintenance under \$300K
Bid Summary Document**

**ALL HOURLY RATES MUST INCLUDE TRAVEL, MILEAGE AND ASSOCIATED EXPENSES AND MUST
REMAIN FIRM FOR THE INITIAL CONTRACT PERIOD**

Vendor:

Work Day:

Regular Time: Monday through Sunday, 7am to 5pm

Overtime: Monday through Sunday, after 5pm

	Labor Rate - Regular	Labor Rate - Overtime
Supervisor/Foreman	\$0.00	\$0.00
Plumber	\$0.00	\$0.00
Electrician	\$0.00	\$0.00
HVAC Technician	\$0.00	\$0.00
Painter	\$0.00	\$0.00
Carpenter	\$0.00	\$0.00
Locksmith	\$0.00	\$0.00
Sheet Metal	\$0.00	\$0.00
Irrigation Technician	\$0.00	\$0.00
Welder	\$0.00	\$0.00
Electronic Technician	\$0.00	\$0.00
Trades Helper	\$0.00	\$0.00

Materials - Cost Plus Percentage
(Cost Plus Percentage may not exceed 15%)
(A percentage of zero or net cost is acceptable)

0%

RECOMMENDATION: It is recommended that the award be made to all responsive and responsible bidders in order to meet the needs of the School District.

Note: Original Bid document is available upon request.

BID PROTEST

Failure to file a protest within the time prescribed in §120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and applicable Board rules, regulations and policies. Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

DISQUALIFYING CRIMES

The bidder certifies by submission of this bid, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by the State of Florida or Federal Government. Further, bidder certifies that it has divulged, in its bid response, information regarding any of these actions or proposed actions with other governmental agencies.

Tab Approval

DG: *DG*
DG

GM: *GM*
GM

LV: *LV*

Signature: *LORENZO VALDES*
LORENZO VALDES (Dec 13, 2022 14:02 EST)

Email: lorenzo.e.valdes@palmbeachschools.org

Signature: *Genell Mcmann*
Genell Mcmann (Dec 13, 2022 14:37 EST)

Email: genell.mcmann@palmbeachschools.org

Signature: *Darci Garbacz*
Darci Garbacz (Dec 13, 2022 14:46 EST)

Email: darci.garbacz@palmbeachschools.org

VILLAGE OF NORTH PALM BEACH
VILLAGE MANAGER

TO: Honorable Mayor and Council
FROM: Chuck Huff, Village Manager
DATE: July 18, 2024
SUBJECT: **Discussion – Business Advisory Board**

Background:

In 2010, the Village Council approved Resolution 2010-40, establishing an Ad Hoc Business Advisory Committee. The purpose of this Committee was to provide recommendations to the Village Council on matters affecting businesses located within the Village and to act as a liaison between the Village and the business community.

Initial Activities:

- The Ad Hoc Business Advisory Committee addressed key issues including signage and zoning.
- Organized a networking event to foster business connections within the Village.
- The Committee's term expired on April 30, 2012.

Revival Efforts:

- During the Village Council Budget Workshop Session on July 17, 2019, Mr. Lukasik reviewed the Strategic Plan Prioritization. One of the goals was to reactivate the Business Advisory Board and reassess its priorities.
- Despite plans to restart the Board in 2019, effective operations did not resume until 2021. Since then, the Board has struggled to develop and execute initiatives independently.

Challenges and Successes:

- **Challenges:**
 - Low participation and interest from the business community.
 - Difficulty in generating significant programs or initiatives.
- **Successes:**
 - Organized and facilitated networking sessions with local businesses, although attendance was below expectations.
 - Implemented the NPB section on the Village website, providing a platform for business-related information and resources.

Current Considerations:

Given the ongoing challenges in engaging the business community and the lack of significant initiatives, there are two primary options for consideration:

1. Restructure the Business Advisory Board:

- **Revise Membership Criteria:** Expand the criteria for board membership to include a diverse range of business types and sizes, ensuring a more representative board.
- **Clarify Objectives and Goals:** Establish clear, achievable objectives and goals with specific timelines and measurable outcomes.
- **Enhanced Support and Resources:** Provide sufficient resources, including administrative support, access to data and research, and funding for initiatives.
- **Regular Meetings and Reporting:** Implement a structured schedule for regular meetings and ensure accountability through consistent reporting to the Village Council.

2. Dissolve the Business Advisory Board:

- **Assessment of Impact:** Assess the board's overall impact and contributions since its establishment. If the board has not shown substantial value or clear potential for future success, evaluating its dissolution may be necessary.
- **Alternative Approaches:** Explore alternative methods for engaging the business community, such as forming temporary task forces for specific projects, hosting regular business roundtables, or creating a digital platform for business feedback and collaboration.
- **Role of the Community Development Department:** It is recommended that the Community Development Department take the lead in organizing and overseeing networking events with local businesses. Leveraging its existing resources and expertise in engaging with the business community, this department has the potential to achieve superior outcomes.

Recommendation:

Based on the current assessment, it is recommended that the Village Council consider dissolving the Business Advisory Board and transferring its responsibilities to the Community Development Department. The reallocation will enable the department to enhance its capacity in organizing networking events and sustaining engagement efforts with local businesses, leveraging their established capabilities and resources for optimal outcomes.

Conclusion:

The Village Council is encouraged to discuss the future of the Business Advisory Board, specifically considering the option of transferring its functions to the Community Development Department. This approach aims to strengthen business engagement and support within the Village, thereby enhancing effectiveness and alignment with community goals.

**MINUTES OF THE WORKSHOP SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
JULY 8, 2010**

Present:

William L. Manuel, Mayor
Darryl C. Aubrey, Sc.D., Vice Mayor
David B. Norris, President Pro Tem
T.R. Hernacki, P.E., Councilman
Robert A. Gebbia, Councilman
Jimmy Knight, Village Manager
Jennifer Hunecke, Village Attorney
Melissa Teal, Village Clerk

ROLL CALL

Mayor Manuel called the meeting to order at 8:12 p.m. All members of Council were present. All members of staff were present.

VILLAGE BUSINESS FORUM

Mr. Knight reviewed the Village Business Forum held 6/16/2010. Mr. Knight reported that in addition to Council and Village staff, approximately 70 people attended. Mr. Knight gave a synopsis of the meeting agenda. Mr. Knight related the results of "break-out" sessions, wherein attendees were broken up into retail, professional, and personal groups and asked to list the positives and challenges of doing business in North Palm Beach, as well as potential solutions to improve business success in the Village. Mr. Knight reported comments common to each group, which included: Village is a safe community in which to do business, centrally located with easy access to business, desire to maintain the "small town" feel, desire to create a standardized sign code and allow more visibility for properties less than 5 acres, would like to see a Business Advisory Board formed, want to streamline the process for building/licensing departmental approvals, desire to utilize the Village Newsletter to highlight businesses.

Discussion was held on the formation of a Business Advisory Board. Mr. Knight suggested Council consider assembling a nine member ad hoc committee with representatives from the three main business disciplines, which could be approved by resolution rather than by an ordinance requiring two readings. Mr. Knight noted that an ad hoc committee could be quickly assembled and transitioned to an advisory board later, if it proves beneficial. Mr. Knight suggested that the ad hoc committee be asked to study the feasibility of amending the sign code to provide for better visibility of area businesses, while still preserving the unique character of the Village. Discussion ensued on having councilmen serve as liaisons to the committee. It was suggested that Vice Mayor Aubrey and Councilman Gebbia serve as the Council's representatives. By consensus, Council directed that an ad hoc Business Advisory Committee be formed. Vice Mayor Aubrey and Councilman Gebbia agreed to serve as Council liaisons to the Committee. Community Development Director Chuck Huff will invite attendees from the Business Forum to submit applications and will advertise for volunteers on the Village's website. Council determined that members must be owners, operators, or managers of a business in North Palm Beach. A resolution establishing an ad hoc Business Advisory Board will be prepared for Council consideration at Regular Session.

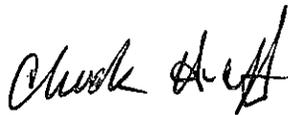
Discussion took place concerning allowing Village businesses to advertise in the Village Newsletter. Mr. Knight distributed an example of various ad sizes and the cost for each. Mr. Knight noted the need to cover the actual cost to the Village for each additional page in the newsletter. Mr. Knight expressed that ads would be subject to the approval of Village administration. Village Attorney Jennifer Hunecke cautioned that decisions on content must take into consideration any first amendment issues. By consensus, Council approved moving forward with advertisements in the Village Newsletter, conditioned upon ads being allowing for only those businesses located within the Village's corporate limits and restricting the amount of advertising to two pages at the back of the newsletter. Council expressed a preference for smaller sized ads, either one-quarter or one-eighth of a page. Mr. Knight suggested perhaps only business card size ads should be permitted. This item will be placed on an upcoming Workshop agenda for further consideration.

ADJOURNMENT

With no further business to come before the Council, the meeting adjourned at 8:48 p.m.


Melissa Teal, CMC, Village Clerk

**VILLAGE OF NORTH PALM BEACH
COMMUNITY DEVELOPMENT**

TO: Honorable Mayor and Council
FROM: Chuck Huff, Acting Village Manager 
BY: Jodi Nentwick, Village Planner
DATE: May 10, 2012
**SUBJECT: WORKSHOP – Implementation of Council’s Goals and Objectives
Establishing a Permanent Business Advisory Board for Local Businesses**

The Village Administration is seeking Council discussion and direction of implementing additional goals and objectives relating to commercial businesses in North Palm Beach and whether to establish a permanent Business Advisory Board.

At the last council meeting, Council discussed expanding and implementing their Goals and Objectives as it pertains to being a more “*Business Friendly*” community and to also establish a permanent Business Advisory Board.

In 2010, Council created an Ad-hoc Business Advisory Committee to act as the liaison between the Village Council and the business community. During their short tenure, the committee addressed items such as signage, zoning issues and held one networking event. The term for this committee expired as of April 30, 2012. If Council elects to make a permanent Business Advisory Board it should consider the makeup of the board being of primary storefront business owners along the US Highway One, Northlake Boulevard and Alternate A1A corridors. Additionally, Council should consider developing a mission statement and assigning key goals and objectives to the board.

At its February 1, 2012 meeting, the Ad-hoc Business Advisory Committee prepared and discussed its visionary plan, which included purpose, functions and duties, along with short-term and long-term goals. This material has been attached as part of your back up for review.

As we prepare for our FY2013 budgetary process, the Community Development Department will expand its departmental goals, objectives and performance measures to develop the framework to educate and promote a sustainable business community. In addition, with the collaboration of the Business Advisory Board, the Village could achieve a partnership in continued support of a more “*Business Friendly*” community.

Recommendation:

The Administration is seeking Council discussion and guidance concerning its Goals and Objectives related to supporting businesses, including consideration of establishing a permanent Business Advisory Committee.

**Minutes of the North Palm Beach Ad Hoc Business Advisory Committee
Wednesday, February 1, 2012**

Present:

Bob Miles, Chair
Raj Shah, Vice Chair
Kim J. Willard, Secretary
Gloria Malden Kaplan
Tom Andres
Barry Paraizo
Darryl Aubrey, Mayor
Bob Gebbia, Councilman
Chuck Huff, Director of Community Development
Jodi Nentwick, Village Planner

Call to Order:

Chair called to order this meeting at 5:30pm

Roll Call: All members present with exception of David Polk

Discussion Topic:

Continue discussion regarding future visionary plan for the Committee and its functions, including the scope, purpose, structure and representation to the community.

The items was taken in order of the visionary plan for the meeting

Several of us offered our views: Mr. Paraizo mentioned that we establish a comfort and rapport level with businesses here already and offer incentives with occupational license.

Need to really work on our purpose and understand more of what the hurdles are. Councilman Gebbia said that we are here to help businesses prosper and succeed.

Chair Miles said the delays are business getting started and then delayed with the Northlake Boulevard Overlay Zoning District (NBOZ) requirements is a reason to possibly just end NBOZ.

Board suggested having Vice Mayor Norris meet with us in regards to discussing possible changes with NBOZ since he is on the Board.

Mayor Aubrey stated we need to identify the barriers to opening a new business within the Village. Chair Miles stated he knows the challenges and delayed he sustained opening his business.

Business Advisory Committee Future Visionary Plan

Purpose:

WE ARE THE LIAISON BETWEEN NORTH PALM BEACH COUNCIL AND THE BUSINESS OWNERS OF THE VILLAGE...

WE HOPE TO ESTABLISH A COMFORT LEVEL WITH THE BUSINESSES

Functions & Duties: DEALING WITH THE VILLAGE...

HOPEFULLY WE CAN GET THE BUSINESS OWNERS TO GET INVOLVED WITH MAKING THIS COMMUNITY WANT TO COME HERE TO OPEN A BUSINESS...

Short Term Goals (6 months):

1. SEE SOME RESULTS FROM THE LAST YEAR'S WORK ON THE SIGN CODE...
2. SOCIAL NETWORKING WITH WEEKLY BREAKFAST MEETING TO HELP
3. INCREASE COMFORT LEVELS FOR THE NEW BUSINESSES IN TOWN
ADDRESS LANDSCAPING ISSUES ON US4 AND NORTHLAKE BLVD...

Long Term Goals (12 months):

1. ESTABLISH A BUSINESS GROUP WITH ON GOING ACTIVITES OF
2. SOCIAL EVENTS, BUSINESS CONFERENCES, EDUCATIONAL SEMINARS,
3. FAIRS, AND NETWORKING EVENTS....

Comments:

THE POTENTIAL OF A WELL FUNCTIONING BUSINESS GROUP FOR THIS COMMUNITY WOULD BE AN ASSET AND SIMULATE OTHER BUSINESSES TO COME TO THE VILLAGE....

12/7/2011

BARRY PARAIZO
WINSHIPS PRESCRIPTION CENTER

Business Advisory Committee Future Visionary Plan

Purpose:

Functions & Duties:

Short Term Goals (6 months):

1. RECEPTIONS
- 2.
- 3.

Long Term Goals (12 months):

1. VISITS TO BUSINESSES
2. INCREASE SALES
- 3.

Comments:

Leila Macedo Eutaplan

**Minutes of the North Palm Beach Ad Hoc Business Advisory Committee
Wednesday, December 7, 2011**

Present:

Bob Miles, Chair
Raj Shah, Vice Chair
Kim J. Willard, Secretary
Gloria Malden Kaplan
Tom Andres
Barry Paraizo
Darryl Aubrey, Mayor
Bob Gebbia, Councilman
Jamie Titcomb, Village Manager
Chuck Huff, Director of Community Development
Jodi Nentwick, Village Planner

Call to Order:

Chair called to order this meeting at 5:30pm

Roll Call: All members present with exception of David Polk

Minutes of September 7, 2011: Approved 3-1

Mr. Andres votes nay

Discussion Topic:

Discussion regarding future visionary plan for the Committee and its functions, including the scope, purpose structure and representation to the community.

Mrs. Nentwick reviewed suggestions made by September 2011 Council meeting and provided a Visionary Plan to bring before the Council.

Reviewed Jupiter's development organization which is JBiz. Mrs. Nentwick and Mr. Huff have been to the Town of Jupiter and the subsequent departments are on JBiz/Business Development.

Mrs. Malden-Kaplan mentioned the desire to increase business for our small business owners. Are they successful, are they making money, and urges us all to come up with ideas that we can do to promote them.

In regards to above, Mr. Huff mentioned the business forum, Mr. Paraizo mentioned having a social breakfast and Mrs. Malden-Kaplan thought that was a good idea.

Village Manager, Mr. Titcomb added that we really understand what our purpose is as this group, he feels that we need to consider that we are here to direct and to add legislature. We are

here to offer suggestions and to weigh out the alternatives. In other words, how can our advisory board sustain itself in order to establish functions that will benefit the village going forward.

There was no Old Business to come before the Board.

Adjournment

Meeting ended at ~ 6:30pm and next meeting January 4, 2012 at 5:30pm

Minutes prepared by Kim J. Willard (formally Roetzer), Secretary

Business Forum Break-Out Session Results by Categories (held on June 16, 2010)

Task 1 - List the "Positives" for doing business in NPB

<u>Retail</u>	<u>Professional</u>	<u>Personal</u>
Safe Community Affluent Community-Good Customer Base "Small Town" feel Close proximate to work Central and easy access to business	Safe Community Affluent Community-Good Customer Base Longevity of business, lower turnover Public Safety Central and easy access to business Strong Economic Base Esthetics of the Village is maintained Village Council proactive open to changes Stable population, not transient Local post office Lower rents Central to Village Staff	Good Restaurants Business Directory "Small Town" feel Public Safety Central to Village Staff Amenities, Country Club & Golf Course Esthetic of village is maintained

Task 2 - List the "Challenges" for doing business in NPB

<u>Retail</u>	<u>Professional</u>	<u>Personal</u>
Approval process for Outdoor Dining Access to businesses from Northlake Blvd Lack of signage/visibility Refuse disposal fee too high	Lack of signage/visibility Bldg Dept/License approval process too time consuming Declining tax base from business community NBOZ zoning too challenging for small business owners Older commercial buildings & infrastructure Limited drive by traffic No main designation/draw for consumers within the Village	Elderly vs. Young Property Maintenance Lack of signage/visibility Business supporting each other Bldg Dept/License approval process too time consuming Addresses not visible on commercial buildings Decline in population Code Enforcement time log & enforcing rules

Task 3 - List the "Potential Solutions" that would improve business in NPB

<u>Retail</u>	<u>Professional</u>	<u>Personal</u>
Initiate Business "Welcome Wagon" Form Business Advisory Board Expand sign code to allow multi-tenants (5 acres or less) Ease ability to put lighted signs in windows Explore recycling of commercial refuse beyond cardboard/paper Explore composting to reduce costs for restaurants Compare refuse disposal fees bids Private vs. NPB Streamline process for Outdoor Dining approval	Develop master sign plan with aesthetic guidelines Printed business directory for residents Utilize newsletter to highlight businesses and sell ads Address outdated zoning codes & streamline the process	Advertise local businesses Standardize signs Attract an anchor business Form Business Advisory Board Maintain lawns Make addresses visible

**VILLAGE OF NORTH PALM BEACH
COMMUNITY DEVELOPMENT**

TO: Honorable Mayor and Council

FROM: Ed Green, Village Manager

BY: Chuck Huff, Community Development Director
Jodi Nentwick, Village Planner



DATE: June 28, 2012

SUBJECT: WORKSHOP – Establishing a Permanent Business Advisory Board for Local Businesses within the Village

Village Administration is seeking Council discussion and direction regarding the establishment of a permanent Business Advisory Board.

In 2010, the Council approved Resolution 2010-40 establishing an Ad-hoc Business Advisory Committee to provide recommendations to the Village Council on matters affecting businesses located within the Village and to act as the liaison between the Village and business community. During their tenure, the Ad-hoc Business Advisory Committee addressed signage, zoning issues and held a networking event. The Ad Hoc Committee's term expired effective April 30, 2012.

Attached for your review is the visionary plan, including purpose, functions and duties, and short and long term goals, prepared and discussed by the Ad-hoc Business Advisory Committee at its February 1, 2012 meeting.

At its May 10th Workshop Session, the Council discussed expanding and implementing its Goals and Objectives related to being a more "*Business Friendly*" community by establishing a permanent Business Advisory Board with terms, duties and mission statement.

Staff has prepared an outline defining the mission statement, terms and conditions, and duties of the Board for your review and discussion.

Recommendation:

Village Administration seeks Council discussion and guidance on the composition, terms, duties, and mission of a permanent Business Advisory Board for our local business community within the Village of North Palm Beach.

Created.

A business advisory board (hereinafter referred as the “board”) for the village is hereby created.

Composition; terms; vacancies

Composition. The business advisory board shall consist of five (5) members and two (2) alternate members. The business advisory board shall be comprised primarily of owners or operators of store-front businesses along the main corridors of the Village of North Palm Beach consisting of U.S. Highway One, Northlake Blvd and Alternate A1A. Membership shall include representatives from the business categories of retail; professional services, and personal services, a commercial realtor/business broker, and a commercial property owner.

Terms. At the first appointment of the five (5) members, one (1) member shall be appointed for a term of one (1) year; two (2) members shall be appointed for a term of two (2) years; and two (2) members shall be appointed for a term of three (3) years. Thereafter, members shall be appointed for terms of three (3) years. Alternate members shall be appointed for a term of one(1) year and shall have the duty to sit for any regular member that is absent. Alternate members shall be appointed as first alternate and second alternate and shall serve in that order when required. The terms of all members shall expire on April 30 of their given term. The members shall serve at the pleasure of the village council.

Vacancies. An appointment to fill any vacancy shall be for the remainder of the unexpired term of office.

Organization.

At the first organizational meeting of the board, the members shall elect a chairman and vice chairman from among its members. Subsequent to the initial organizational meeting where officers are elected, the members shall elect the officers from among its members at the first regular meeting in May of each year. The presence of three (3) members shall constitute a quorum, and motions shall be approved by a majority of members present. The members shall serve without compensation. All meetings of the business advisory board shall be held at Village Hall, 501 U.S. Highway One, North Palm Beach, Florida, and shall be open to members of the public.

Business Advisory Board

Duties.

The business advisory board shall have the following missions and responsibilities:

- The mission of the business advisory board is to promote business development within the Village of North Palm Beach by identifying business opportunities and to act as liaison between the Business Owners and the Village Council of North Palm Beach.
- The board shall review and recommend appropriate communication strategies to disseminate Village information to the business community.
- The board to solicit and facilitate business input in matters of significance to the Village.
- The board shall endeavor to build a growing community of support through education of its members, prospective members, community groups and relevant government officials.
- The board shall advise on economic and community development opportunities within the Village of North Palm Beach.
- The board shall identify, analyze address legislative issues which may affect the village business community.
- The board shall advise the village council as to recommended improvements and establishment of policies.

Removal.

If a member of the business advisory board or a designated alternate of the board is absent from three consecutive regular meetings or 25 percent of the regular meetings within any 12-month period, the chairperson shall notify the village council of such absences in writing. Upon consideration of the circumstances pertaining to the member's absences, the village council may retain the member or declare the member's office vacant and promptly fill such vacancy for the unexpired term of office.

**MINUTES OF THE WORKSHOP SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
MAY 10, 2012**

Present: David B. Norris, Mayor
William L. Manuel, Vice Mayor
Darryl C. Aubrey, Sc.D., President Pro Tem
Robert A. Gebbia, Councilman
Doug Bush, Councilman
Chuck Huff, Acting Village Manager
Leonard Rubin, Village Attorney
Melissa Teal, Village Clerk

ROLL CALL

Mayor Norris called the meeting to order at 8:15 p.m. All members of Council were present. All members of staff were present.

COUNCIL GOALS AND OBJECTIVES AND BUSINESS ADVISORY COMMITTEE

Discussion was held concerning Council Goals and Objectives related to supporting businesses, including consideration of establishing a permanent Business Advisory Committee.

Council consensus was in favor of establishing a permanent Business Advisory Board with five regular members and two alternate members. Discussion ensued on the desired composition of the Board. A suggestion was made that the preponderance of the membership be comprised of persons operating storefront businesses along Northlake Boulevard and U.S. Highway 1. Additional suggestions were to include property owners along the Village's business corridors since they have a financial interest in development; a commercial realtor; and a planner. It was proposed that the alternates be Village residents with businesses in other cities. Consensus was that membership include individuals representing retail, professional service, and personal service businesses; property owners (who may or may not operate a business); and a commercial realtor/business broker. Discussion ensued on waiving residency requirements for the Board.

Discussion took place regarding the mission of the Business Advisory Board to advise Council on what would make our community more business-friendly and more desirable as a location to conduct business. Council discussed the possibility of a public/private partnership, with the Business Advisory Board serving as ambassadors to new businesses and helping to nurture an environment in which businesses can be successful. It was expressed that the Board's focus and scope should be broad in order to allow for innovative ideas and solutions.

This item will be brought back to an upcoming Workshop Session to review specific provisions to be included in an ordinance establishing a permanent Business Advisory Board.

Business Advisory Committee Future Visionary Plan

Purpose:

WE ARE THE LIAISON BETWEEN NORTH PALM BEACH COUNCIL AND THE BUSINESS OWNERS OF THE VILLAGE...

WE HOPE TO ESTABLISH A COMFORT LEVEL WITH THE BUSINESSES DEALING WITH THE VILLAGE...

Functions & Duties:

HOPEFULLY WE CAN GET THE BUSINESS OWNERS TO GET INVOLVED WITH MAKING THIS COMMUNITY WANT TO COME HERE TO OPEN A BUSINESS...

Short Term Goals (6 months):

1. SEE SOME RESULTS FROM THE LAST YEAR'S WORK ON THE SIGN CODE...
2. SOCIAL NETWORKING WITH WEEKLY BREAKFAST MEETING TO HELP
3. INCREASE COMFORT LEVELS FOR THE NEW BUSINESSES IN TOWN ADDRESS LANDSCAPING ISSUES ON US AND NORTHLAKE BLVD...

Long Term Goals (12 months):

1. ESTABLISH A BUSINESS GROUP WITH ON GOING ACTIVITIES OF
2. SOCIAL EVENTS, BUSINESS CONFERENCES, EDUCATIONAL SEMINARS,
3. FAIRS, AND NETWORKING EVENTS....

Comments:

THE POTENTIAL OF A WELL FUNCTIONING BUSINESS GROUP FOR THIS COMMUNITY WOULD BE AN ASSET AND SIMULATE OTHER BUSINESSES TO COME TO THE VILLAGE....

12/7/2011

BARRY PARAIZO
WINSHIPS PRESCRIPTION CENTER

Business Advisory Committee Future Visionary Plan

Purpose:

Functions & Duties:

Short Term Goals (6 months):

1. RECEPTIONS
- 2.
- 3.

Long Term Goals (12 months):

1. VISITS TO BUSINESSES
2. INCREASE SALES
- 3.

Comments:

Louis Neal Eubank

**Minutes of the North Palm Beach Ad Hoc Business Advisory Committee
Wednesday, February 1, 2012**

Present:

Bob Miles, Chair
Raj Shah, Vice Chair
Kim J. Willard, Secretary
Gloria Malden Kaplan
Tom Andres
Barry Paraizo
Darryl Aubrey, Mayor
Bob Gebbia, Councilman
Chuck Huff, Director of Community Development
Jodi Nentwick, Village Planner

Call to Order:

Chair called to order this meeting at 5:30pm

Roll Call: All members present with exception of David Polk

Discussion Topic:

Continue discussion regarding future visionary plan for the Committee and its functions, including the scope, purpose, structure and representation to the community.

The items was taken in order of the visionary plan for the meeting

Several of us offered our views: Mr. Paraizo mentioned that we establish a comfort and rapport level with businesses here already and offer incentives with occupational license.

Need to really work on our purpose and understand more of what the hurdles are. Councilman Gebbia said that we are here to help businesses prosper and succeed.

Chair Miles said the delays are business getting started and then delayed with the Northlake Boulevard Overlay Zoning District (NBOZ) requirements is a reason to possibly just end NBOZ.

Board suggested having Vice Mayor Norris meet with us in regards to discussing possible changes with NBOZ since he is on the Board.

Mayor Aubrey stated we need to identify the barriers to opening a new business within the Village. Chair Miles stated he knows the challenges and delayed he sustained opening his business.

**Minutes of the North Palm Beach Ad Hoc Business Advisory Committee
Wednesday, December 7, 2011**

Present:

Bob Miles, Chair
Raj Shah, Vice Chair
Kim J. Willard, Secretary
Gloria Malden Kaplan
Tom Andres
Barry Paraizo
Darryl Aubrey, Mayor
Bob Gebbia, Councilman
Jamie Titcomb, Village Manager
Chuck Huff, Director of Community Development
Jodi Nentwick, Village Planner

Call to Order:

Chair called to order this meeting at 5:30pm

Roll Call: All members present with exception of David Polk

Minutes of September 7, 2011: Approved 3-1

Mr. Andres votes nay

Discussion Topic:

Discussion regarding future visionary plan for the Committee and its functions, including the scope, purpose structure and representation to the community.

Mrs. Nentwick reviewed suggestions made by September 2011 Council meeting and provided a Visionary Plan to bring before the Council.

Reviewed Jupiter's development organization which is JBiz. Mrs. Nentwick and Mr. Huff have been to the Town of Jupiter and the subsequent departments are on JBiz/Business Development.

Mrs. Malden-Kaplan mentioned the desire to increase business for our small business owners. Are they successful, are they making money, and urges us all to come up with ideas that we can do to promote them.

In regards to above, Mr. Huff mentioned the business forum, Mr. Paraizo mentioned having a social breakfast and Mrs. Malden-Kaplan thought that was a good idea.

Village Manager, Mr. Titcomb added that we really understand what our purpose is as this group, he feels that we need to consider that we are here to direct and to add legislature. We are

here to offer suggestions and to weigh out the alternatives. In other words, how can our advisory board sustain itself in order to establish functions that will benefit the village going forward.

There was no Old Business to come before the Board.

Adjournment

Meeting ended at ~ 6:30pm and next meeting January 4, 2012 at 5:30pm

Minutes prepared by Kim J. Willard (formally Roetzer), Secretary

Business Forum Break-Out Session Results by Categories (held on June 16, 2010)

Task 1 - List the "Positives" for doing business in NPB

<u>Retail</u>	<u>Professional</u>	<u>Personal</u>
Safe Community Affluent Community-Good Customer Base "Small Town" feel Close proximate to work Central and easy access to business	Safe Community Affluent Community-Good Customer Base Longevity of business, lower turnover Public Safety Central and easy access to business Strong Economic Base Esthetics of the Village is maintained Village Council proactive open to changes Stable population, not transient Local post office Lower rents Central to Village Staff	Good Restaurants Business Directory "Small Town" feel Public Safety Central to Village Staff Amenities, Country Club & Golf Course Esthetic of village is maintained

Task 2 - List the "Challenges" for doing business in NPB

<u>Retail</u>	<u>Professional</u>	<u>Personal</u>
Approval process for Outdoor Dining Access to businesses from Northlake Blvd Lack of signage/visibility Refuse disposal fee too high	Lack of signage/visibility Bldg Dept/License approval process too time consuming Declining tax base from business community NBOZ zoning too challenging for small business owners Older commercial buildings & infrastructure Limited drive by traffic No main designation/draw for consumers within the Village	Elderly vs. Young Property Maintenance Lack of signage/visibility Business supporting each other Bldg Dept/License approval process too time consuming Addresses not visible on commercial buildings Decline in population Code Enforcement time log & enforcing rules

Task 3 - List the "Potential Solutions" that would improve business in NPB

<u>Retail</u>	<u>Professional</u>	<u>Personal</u>
Initiate Business "Welcome Wagon" Form Business Advisory Board Expand sign code to allow multi-tenants (5 acres or less) Ease ability to put lighted signs in windows Explore recycling of commercial refuse beyond cardboard/paper Explore composting to reduce costs for restaurants Compare refuse disposal fees bids Private vs. NPB Streamline process for Outdoor Dining approval	Develop master sign plan with aesthetic guidelines Printed business directory for residents Utilize newsletter to highlight businesses and sell ads Address outdated zoning codes & streamline the process	Advertise local businesses Standardize signs Attract an anchor business Form Business Advisory Board Maintain lawns Make addresses visible

**VILLAGE OF NORTH PALM BEACH
COMMUNITY DEVELOPMENT**

TO: Honorable Mayor and Council

FROM: Ed Green, Village Manager 

BY: Chuck Huff, Community Development Director
Jodi Nentwick, Village Planner

DATE: July 12, 2012

SUBJECT: ORDINANCE 1st Reading – Establishing a Permanent Business Advisory Board for Local Businesses within the Village

In 2010, the Council approved Resolution 2010-40 establishing an ad hoc Business Advisory Committee to provide recommendations to the Village Council on matters affecting businesses located within the Village and to act as the liaison between the Village and business community. During their tenure, the ad hoc Business Advisory Committee addressed signage, zoning issues and held a networking event. The ad hoc Committee's term expired effective April 30, 2012.

Attached for your review is the visionary plan, including purpose, functions and duties, and short and long term goals, prepared and discussed by the ad hoc Business Advisory Committee at its February 1, 2012 meeting.

At the May 10, 2012 Council Workshop, Council discussed expanding and implementing their Goals and Objectives as it pertains to being a more "*Business Friendly*" community by establishing a permanent Business Advisory Board with terms, duties and a mission statement.

This item was presented to Council at its June 28, 2012 Workshop Session and was moved with minor changes to the Regular Session. The minor changes have been incorporated in the draft ordinance for your review.

The attached Ordinance has been prepared and reviewed by your Village Attorney for legal sufficiency.

Recommendation:

The Administration is seeking Council consideration and approval establishing a permanent Business Advisory Board for our local business community within the Village of North Palm Beach in accordance to Village policies and procedures.

1 required to be residents of the village and shall, to the extent practicable, consist
2 of: a representative from a retail business, a professional services business and a
3 personal services business; a commercial realtor or business broker; and a
4 commercial property owner.

5
6 (b) Initial Terms. The initial appointments to the board shall take
7 effect upon the effective date of this article with the terms of the members
8 expiring as follows:

9
10 (1) The terms of two (2) members shall expire on April 30, 2015;

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12 (2) The terms of two (2) members shall expire on April 30, 2014; and

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14 (3) The term of one (1) member shall expire on April 30, 2013.

15
16 (c) Subsequent terms. Upon expiration of the terms set forth above,
17 each subsequent appointment to the board shall be for a term of three (3) years.

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19 (d) Alternate members. Alternate members shall serve for a term of
20 one (1) year, with the initial term expiring on April 30, 2013. Alternate members
21 shall be appointed as first alternate and second alternate, and shall serve on the
22 board in that order in the event a regular member is absent.

23
24 **Sec. 17-73. Organization.**

25
26 At the first organizational meeting of the board, the members shall elect a
27 chairman and vice chairman from among the regular members. Subsequent to the
28 initial organization meeting, the board shall appoint a chairman and vice chairman
29 from among its members at the first regular meeting in May of each year.

30
31 **Sec. 17-74. Mission; duties.**

32
33 (a) Mission. The board shall serve in an advisory capacity to the
34 village council, and its mission shall be to promote business development within
35 the village by identifying business opportunities and acting as a liaison between
36 the owners of businesses within the village and the village council.

37
38 (b) Duties. The board's duties shall consist of the following:

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40 (1) Advise the village council as to recommended improvements to,
41 and the establishment of, village policies and procedures impacting
42 the business community;

43
44 (2) Review and recommend appropriate communication strategies to
45 disseminate village information to the business community;
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- (3) Solicit and facilitate business input in matters of significance to the village;
- (4) Endeavor to build an expanding community of support through education of its members, prospective members, community groups and government officials;
- (5) Advise the village council and village administration on economic and development opportunities within the village;
- (6) Identify, analyze and address legislative issues that may impact the business community; and
- (7) Any additional duties as may be assigned by the village council.

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

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

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

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

PLACED ON FIRST READING THIS _____ DAY OF _____, 2012.

PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF _____, 2012.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

Business Advisory Committee Future Visionary Plan

Purpose:

WE ARE THE LIAISON BETWEEN NORTH PALM BEACH COUNCIL AND THE BUSINESS OWNERS OF THE VILLAGE...

WE HOPE TO ESTABLISH A COMFORT LEVEL WITH THE BUSINESSES DEALING WITH THE VILLAGE...

Functions & Duties:

HOPEFULLY WE CAN GET THE BUSINESS OWNERS TO GET INVOLVED WITH MAKING THIS COMMUNITY WANT TO COME HERE TO OPEN A BUSINESS...

Short Term Goals (6 months):

1. SEE SOME RESULTS FROM THE LAST YEAR'S WORK ON THE SIGN CODE...
2. SOCIAL NETWORKING WITH WEEKLY BREAKFAST MEETING TO HELP
3. INCREASE COMFORT LEVELS FOR THE NEW BUSINESSES IN TOWN ADDRESS LANDSCAPING ISSUES ON US AND NORTHLAKE BLVD...

Long Term Goals (12 months):

1. ESTABLISH A BUSINESS GROUP WITH ON GOING ACTIVITIES OF
2. SOCIAL EVENTS, BUSINESS CONFERENCES, EDUCATIONAL SEMINARS,
3. FAIRS, AND NETWORKING EVENTS....

Comments:

THE POTENTIAL OF A WELL FUNCTIONING BUSINESS GROUP FOR THIS COMMUNITY WOULD BE AN ASSET AND SIMULATE OTHER BUSINESSES TO COME TO THE VILLAGE....

12/7/2011

BARRY PARAIZO
WINSHIPS PRESCRIPTION CENTER

Business Advisory Committee Future Visionary Plan

Purpose:

Functions & Duties:

Short Term Goals (6 months):

1. RECEPTIONS
- 2.
- 3.

Long Term Goals (12 months):

1. VISITS TO BUSINESSES
2. INCREASE SALES
- 3.

Comments:

Luia Neal Eubank

**Minutes of the North Palm Beach Ad Hoc Business Advisory Committee
Wednesday, February 1, 2012**

Present:

Bob Miles, Chair
Raj Shah, Vice Chair
Kim J. Willard, Secretary
Gloria Malden Kaplan
Tom Andres
Barry Paraizo
Darryl Aubrey, Mayor
Bob Gebbia, Councilman
Chuck Huff, Director of Community Development
Jodi Nentwick, Village Planner

Call to Order:

Chair called to order this meeting at 5:30pm

Roll Call: All members present with exception of David Polk

Discussion Topic:

Continue discussion regarding future visionary plan for the Committee and its functions, including the scope, purpose, structure and representation to the community.

The items was taken in order of the visionary plan for the meeting

Several of us offered our views: Mr. Paraizo mentioned that we establish a comfort and rapport level with businesses here already and offer incentives with occupational license.

Need to really work on our purpose and understand more of what the hurdles are. Councilman Gebbia said that we are here to help businesses prosper and succeed.

Chair Miles said the delays are business getting started and then delayed with the Northlake Boulevard Overlay Zoning District (NBOZ) requirements is a reason to possibly just end NBOZ.

Board suggested having Vice Mayor Norris meet with us in regards to discussing possible changes with NBOZ since he is on the Board.

Mayor Aubrey stated we need to identify the barriers to opening a new business within the Village. Chair Miles stated he knows the challenges and delayed he sustained opening his business.

**Minutes of the North Palm Beach Ad Hoc Business Advisory Committee
Wednesday, December 7, 2011**

Present:

Bob Miles, Chair
Raj Shah, Vice Chair
Kim J. Willard, Secretary
Gloria Malden Kaplan
Tom Andres
Barry Paraizo
Darryl Aubrey, Mayor
Bob Gebbia, Councilman
Jamie Titcomb, Village Manager
Chuck Huff, Director of Community Development
Jodi Nentwick, Village Planner

Call to Order:

Chair called to order this meeting at 5:30pm

Roll Call: All members present with exception of David Polk

Minutes of September 7, 2011: Approved 3-1

Mr. Andres votes nay

Discussion Topic:

Discussion regarding future visionary plan for the Committee and its functions, including the scope, purpose structure and representation to the community.

Mrs. Nentwick reviewed suggestions made by September 2011 Council meeting and provided a Visionary Plan to bring before the Council.

Reviewed Jupiter's development organization which is JBiz. Mrs. Nentwick and Mr. Huff have been to the Town of Jupiter and the subsequent departments are on JBiz/Business Development.

Mrs. Malden-Kaplan mentioned the desire to increase business for our small business owners. Are they successful, are they making money, and urges us all to come up with ideas that we can do to promote them.

In regards to above, Mr. Huff mentioned the business forum, Mr. Paraizo mentioned having a social breakfast and Mrs. Malden-Kaplan thought that was a good idea.

Village Manager, Mr. Titcomb added that we really understand what our purpose is as this group, he feels that we need to consider that we are here to direct and to add legislature. We are

here to offer suggestions and to weigh out the alternatives. In other words, how can our advisory board sustain itself in order to establish functions that will benefit the village going forward.

There was no Old Business to come before the Board.

Adjournment

Meeting ended at ~ 6:30pm and next meeting January 4, 2012 at 5:30pm

Minutes prepared by Kim J. Willard (formally Roetzer), Secretary

Business Forum Break-Out Session Results by Categories (held on June 16, 2010)

Task 1 - List the "Positives" for doing business in NPB

<u>Retail</u>	<u>Professional</u>	<u>Personal</u>
Safe Community Affluent Community-Good Customer Base "Small Town" feel Close proximate to work Central and easy access to business	Safe Community Affluent Community-Good Customer Base Longevity of business, lower turnover Public Safety Central and easy access to business Strong Economic Base Esthetics of the Village is maintained Village Council proactive open to changes Stable population, not transient Local post office Lower rents Central to Village Staff	Good Restaurants Business Directory "Small Town" feel Public Safety Central to Village Staff Amenities, Country Club & Golf Course Esthetic of village is maintained

Task 2 - List the "Challenges" for doing business in NPB

<u>Retail</u>	<u>Professional</u>	<u>Personal</u>
Approval process for Outdoor Dining Access to businesses from Northlake Blvd Lack of signage/visibility Refuse disposal fee too high	Lack of signage/visibility Bldg Dept/License approval process too time consuming Declining tax base from business community NBOZ zoning too challenging for small business owners Older commercial buildings & infrastructure Limited drive by traffic No main designation/draw for consumers within the Village	Elderly vs. Young Property Maintenance Lack of signage/visibility Business supporting each other Bldg Dept/License approval process too time consuming Addresses not visible on commercial buildings Decline in population Code Enforcement time log & enforcing rules

Task 3 - List the "Potential Solutions" that would improve business in NPB

<u>Retail</u>	<u>Professional</u>	<u>Personal</u>
Initiate Business "Welcome Wagon" Form Business Advisory Board Expand sign code to allow multi-tenants (5 acres or less) Ease ability to put lighted signs in windows Explore recycling of commercial refuse beyond cardboard/paper Explore composting to reduce costs for restaurants Compare refuse disposal fees bids Private vs. NPB Streamline process for Outdoor Dining approval	Develop master sign plan with aesthetic guidelines Printed business directory for residents Utilize newsletter to highlight businesses and sell ads Address outdated zoning codes & streamline the process	Advertise local businesses Standardize signs Attract an anchor business Form Business Advisory Board Maintain lawns Make addresses visible

**VILLAGE OF NORTH PALM BEACH
COMMUNITY DEVELOPMENT**

TO: Honorable Mayor and Council

FROM: Ed Green, Village Manager 

BY: Chuck Huff, Community Development Director
Jodi Nentwick, Village Planner

DATE: July 26, 2012

SUBJECT: ORDINANCE 2nd Reading – Establishing a Permanent Business Advisory Board for Local Businesses within the Village

In 2010, the Council approved Resolution 2010-40 establishing an ad hoc Business Advisory Committee to provide recommendations to the Village Council on matters affecting businesses located within the Village and to act as the liaison between the Village and business community. During their tenure, the ad hoc Business Advisory Committee addressed signage, zoning issues and held a networking event. The ad hoc Committee's term expired effective April 30, 2012.

Attached for your review is the visionary plan, including purpose, functions and duties, and short and long term goals, prepared and discussed by the ad hoc Business Advisory Committee at its February 1, 2012 meeting.

At the May 10, 2012 Council Workshop, Council discussed expanding and implementing their Goals and Objectives as it pertains to being a more "*Business Friendly*" community by establishing a permanent Business Advisory Board with terms, duties and a mission statement.

This item was presented to Council at its July 12th Regular Session and was approved on 1st Reading with minor modifications. Those minor changes have been incorporated in the ordinance.

The attached Ordinance has been prepared and reviewed by your Village Attorney for legal sufficiency.

Recommendation:

The Administration is seeking Council consideration and approval establishing a permanent Business Advisory Board for our local business community within the Village of North Palm Beach in accordance with Village policies and procedures.

1 (b) Initial Terms. The initial appointments to the board shall take effect
2 upon the effective date of this article with the terms of the members expiring as follows:
3

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5

6 (2) The terms of two (2) members shall expire on April 30, 2014; and
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13 (d) Alternate members. Alternate members shall serve for a term of
14 one (1) year, with the initial term expiring on April 30, 2013. Alternate members
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16 board in that order in the event a regular member is absent.
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18 **Sec. 17-73. Organization.**
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20 At the first organizational meeting of the board, the members shall elect a
21 chairman and vice chairman from among the regular members. Subsequent to the
22 initial organization meeting, the board shall appoint a chairman and vice chairman
23 from among its members at the first regular meeting in May of each year.
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25 **Sec. 17-74. Mission; duties.**
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27 (a) Mission. The board shall serve in an advisory capacity to the
28 village council, and its mission shall be to promote business development and to
29 support and sustain existing businesses within the village by identifying business
30 opportunities and acting as a liaison between the owners of businesses within the
31 village and the village council.
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33 (b) Duties. The board's duties shall consist of the following:
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35 (1) Advise the village council as to recommended improvements to,
36 and the establishment of, village policies and procedures impacting
37 the business community;
38

39 (2) Review and recommend appropriate communication strategies to
40 disseminate village information to the business community;
41

42 (3) Solicit and facilitate business input in matters of significance to
43 the village;
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45 (4) Endeavor to build an expanding community of support through
46 education of its members, prospective members, community
47 groups and government officials;
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Section 6. This Ordinance shall take effect immediately upon adoption.

PLACED ON FIRST READING THIS 12th DAY OF JULY, 2012.

PLACED ON SECOND, FINAL READING AND PASSED THIS _____ DAY OF _____, 2012.

(Village Seal)

MAYOR

ATTEST:

VILLAGE CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

VILLAGE ATTORNEY

Business Advisory Committee Future Visionary Plan

Purpose:

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ADDRESS LANDSCAPING ISSUES ON US AND NORTHLAKE BLVD...

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12/7/2011

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WINSHIPS PRESCRIPTION CENTER

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Purpose:

Functions & Duties:

Short Term Goals (6 months):

1. RECEPTIONS
- 2.
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Comments:

Louis Neal Eubank

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Wednesday, February 1, 2012**

Present:

Bob Miles, Chair
Raj Shah, Vice Chair
Kim J. Willard, Secretary
Gloria Malden Kaplan
Tom Andres
Barry Paraizo
Darryl Aubrey, Mayor
Bob Gebbia, Councilman
Chuck Huff, Director of Community Development
Jodi Nentwick, Village Planner

Call to Order:

Chair called to order this meeting at 5:30pm

Roll Call: All members present with exception of David Polk

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Several of us offered our views: Mr. Paraizo mentioned that we establish a comfort and rapport level with businesses here already and offer incentives with occupational license.

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Board suggested having Vice Mayor Norris meet with us in regards to discussing possible changes with NBOZ since he is on the Board.

Mayor Aubrey stated we need to identify the barriers to opening a new business within the Village. Chair Miles stated he knows the challenges and delayed he sustained opening his business.

**Minutes of the North Palm Beach Ad Hoc Business Advisory Committee
Wednesday, December 7, 2011**

Present:

Bob Miles, Chair
Raj Shah, Vice Chair
Kim J. Willard, Secretary
Gloria Malden Kaplan
Tom Andres
Barry Paraizo
Darryl Aubrey, Mayor
Bob Gebbia, Councilman
Jamie Titcomb, Village Manager
Chuck Huff, Director of Community Development
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Minutes of September 7, 2011: Approved 3-1

Mr. Andres votes nay

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here to offer suggestions and to weigh out the alternatives. In other words, how can our advisory board sustain itself in order to establish functions that will benefit the village going forward.

There was no Old Business to come before the Board.

Adjournment

Meeting ended at ~ 6:30pm and next meeting January 4, 2012 at 5:30pm

Minutes prepared by Kim J. Willard (formally Roetzer), Secretary

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**SUMMARY MINUTES OF THE BUDGET WORKSHOP SESSION
VILLAGE COUNCIL OF NORTH PALM BEACH, FLORIDA
JULY 17, 2019**

Present:

Darryl C. Aubrey, Sc.D., Mayor
Mark Mullinix, Vice Mayor
David B. Norris, President Pro Tem
Susan Bickel, Councilmember
Deborah Searcy, Councilmember
Andrew D. Lukasik, Village Manager
Melissa Teal, Village Clerk

ROLL CALL

Mayor Aubrey called the meeting to order at 7:00 p.m. All members of Council were present except Vice Mayor Mullinix, who arrived at 7:06 p.m. All members of staff were present, except the Village Attorney. All Department Directors were present.

Mr. Lukasik distributed these documents to Council: Draft Five Year Capital Improvement Plan (CIP), Strategic Plan Prioritization, FY 2019 and FY 2020 Preliminary Country Club Budget Summary, FY 2019 and FY 2020 General Fund Budget Summary. He pointed out the budget was in the early stages, and there was still opportunity to make decisions and tailor the budget to the Village's needs.

STRATEGIC PLAN PRIORITIZATION

Mr. Lukasik reviewed the Strategic Plan Prioritization and current year projects, including:

- Country Club – estimated completion in October, with tentative Grand Opening on October 26
- Swimming pool improvements in progress
- Commercial Code rewrite – revised draft available by end of month for staff review and preparation for public hearing process
- Pool and Tennis management energized and reconceptualizing
- Residential zoning codes update in Community Development budget
- Pepperwood Circle seawall repair
- Stormwater master plan
- Finalization of boat and RV ordinance
- US 1 Bridge replacement plan, in early comment phase with FDOT
- Environmental initiatives, establishing a committee
- Aggressively pursuing annexation
- Identifying Code Compliance process improvements
- Develop plan for Country Club capital improvements
- Develop marketing plan for Country Club

Councilmember Bickel asked that the first environmental initiative be moving from individual plastic bottles of water at Council meetings.

Mr. Lukasik continued to review the Strategic Plan Prioritization with the projects which were planned for further out, including:

- Lighthouse Drive Bridge replacement
- Lakeside Park Trail project
- Redeveloping Twin City Mall site
- East Alley wall replacement
- Community Center remodeling
- Rebuild financial reserves
- Process refinement
- Parks and Recreation Needs Assessment
- Prosperity Farms Road Bridge – design contract has not been awarded
- More efficient financial software
- Monet seawall repairs
- Get Business Advisory Board up and running and examine priorities
- Impervious Area Plan and sea level rise initiatives

The Councilmembers and staff discussed investment plans to rebuild financial reserves and lessons to draw from businesses and other municipalities that might make financial software more efficient for the Village.

Mr. Lukasik reviewed projects which had received low votes in the prioritization process, including Anchorage Park Phase II and the Lakeside Trail Park project.

Councilmember Searcy asked questions regarding grants and changing the scope of work for Lakeside Park. Discussion ensued, and Director of Parks and Recreation Russell Ruskay stated he would explore options.

President Pro Tem Norris asked about the utility undergrounding initiative. Discussion ensued regarding an undergrounding plan and credit available to the Village.

FY 2020 PROPOSED BUDGET SUMMARY – GENERAL FUND & COUNTRY CLUB

- Millage rate: 7.50 (no increase over FY 2019)
- Personnel: \$17,702,278 (5.48% increase over FY 2019)
- Operating: \$6,424,815 (1.04% increase over FY 2019)
- Debt Service: \$1,553,357 (8.52% increase over FY 2019)
- General Fund CIP Transfer: \$417,150 (3% increase over FY 2019)
- Total Budget: \$26,097,600 (4.48% increase over FY 2019)
- Personnel:
 - General Fund: Full-Time 146, Part-Time 68
 - Country Club: Full-Time 8, Part-Time 27

Mr. Lukasik reviewed high-level budgetary notes from each area, stating there were revenue opportunities within the Country Club that he thought would improve the financial position contemplated in the budget.

PERSONNEL COST ASSUMPTIONS

Mr. Lukasik reviewed the personnel assumptions used to create the budget, including:

- Salary range adjustment
 - Non-union: Per salary study on October 1, 2019
 - PBA: 6% on October 1, 2019
 - IAFF: 3% on October 1, 2019
 - FPE: Per salary study on October 1, 2019
 - Current FPE Agreement expires September 30, negotiations will pick up in the next week
- Merit increases: budget assumes 4% on anniversary date
- Wage adjustment
 - PBA: 6% on anniversary date
 - IAFF: 3% on October 1, 2019
 - FPE: Estimating 4% on October 1, 2019
- Health insurance: 5% increase
- Workers' Compensation: 2% increase
- Pension Contribution
 - ICMA: 15%
 - Police and Fire Pension: Total required is \$1,072,000
 - General Employee Pension: Total required is \$355,507

Mr. Lukasik explained budget numbers would be updated as information is gathered and discussion is held with staff and at budget review meetings.

Discussion ensued regarding individual and family health insurance options available to employees and potential changes to the cost of coverage as well as alternative options.

PERSONNEL CHANGES

	FY 2020	FY 2019	Change
Full-Time	154	151	+3 FT
Part-Time	95	95	-2 PT

Mr. Lukasik reviewed personnel changes for FY 2020, including:

- 1 full-time Country Club Administrative Coordinator added
- 1 full-time Country Club Trades Mechanic added
- 5 part-time Recreation Assistants removed
- 1 full-time Recreation Assistant added
- 1 part-time Community Development Administrative Assistant removed
- 1 part-time Information Technology (IT) Administrative Assistant added
- 1 part-time Tennis Camp Counselor added
- 2 part-time Library Clerks added

Mr. Lukasik explained needs at the Country Club and discussion ensued regarding the need for a Trades Mechanic to handle maintenance issues and the benefits of having someone on staff versus hiring outside contractors as problems arise, as well as the need for an Administrative Coordinator. Consensus was reached to start the year with a part-time Administrative Coordinator at the Country Club rather than full-time.

Discussion continued regarding personnel needs for additional part-time person in IT to keep up with changing needs, including contracts, auditing, and answering office telephones.

Mr. Lukasik explained the need for a part-time camp counselor, which was balanced in the budget by additional revenue. Discussion ensued regarding the hours needed for programming.

Library Director Zakariya Sherman explained savings in his department due to retirements and discussed ensued regarding services for the children's department.

Discussion ensued regarding pay bumps for sanitation workers with commercial driver's licenses. Director of Public Works Steve Hallock explained his approach to reorganizing the department based on the flexibility of having additional sanitation drivers available when issues arise.

FY 2020 PRELIMINARY BUDGET SUMMARY – COUNTRY CLUB

- Personnel: \$1,046,372 (26.33% increase over FY 2019)
- Operating: \$2,373,075 (46.64% increase over FY 2019)
- Debt Service: \$433,689 (no increase over FY 2019)
- Total Budget: \$3,853,136 (33.78% increase over FY 2019)

Mr. Lukasik reviewed revenues at the Country Club, noting an ongoing effort to capture all revenues and expenses in the appropriate places in the budget. Discussion ensued regarding operations of the golf shop and driving range.

FY 2020 PRELIMINARY BUDGET SUMMARY – GENERAL FUND

- Personnel: \$17,702,278 (5.48% increase over FY 2019)
- Operating: \$6,424,815 (1.04% increase over FY 2019)
- Debt Service: \$1,553,357 (8.52% increase over FY 2019)
- Transfer Out: \$417,150 (3% increase over FY 2019)
- Total Budget: \$26,097,600 (4.48% increase over FY 2019)

Mr. Lukasik reviewed revenues in the General Fund, pointing out a more aggressive approach had been taken to looking at trends in revenue sources and utilities to make sure staff was capturing what it could. He noted changes to fines and fees in Community Development would be discussed during later meetings. Discussion ensued regarding licensing and permit fees and how realistic adjustments made to the budget were.

Mr. Lukasik discussed positive changes which had been made to stabilize the Building Department, and strategy moving forward. Discussion ensued regarding the cost associated with utilizing consultants.

Mr. Lukasik pointed to changes in the Pool and Tennis budgets, noting some of the change was a shift of line items from Recreation to Pool. He explained the structure of the organization needed adjustment in Tennis, and the changes to paying the pros following the IRS audit. The Council members asked questions about how other municipalities handled the issue, and Mr. Lukasik stated he would do additional research.

CAPITAL IMPROVEMENT PLAN OVERVIEW

Mr. Lukasik explained the format of the Capital Improvement Plan book. He briefly discussed the FY 2020-2023 Capital Improvement Plan, FY 2020 Village funded capital projects, and FY 2020 Infrastructure Surtax projects.

FY 2020 TAXABLE VALUE AND MILLAGE SELECTION

- Millage Rate: \$7.50 mills (no increase over FY 2019)
- Gross Taxable Value: \$2,348,992,794 (5.18% increase over FY 2019)
- Budgeted Ad Valorem: \$16,736,574 (\$62,333 increase over FY 2019)

Mr. Lukasik outlined the Village's taxable value growth in comparison to nearby communities. He explained the Village Manager's proposed Millage Rate was 7.50 mills, setting the maximum millage rate allowed for the Village. He noted the adoption was tentative and Council could reduce the rate for the final Adopted Budget and discussion ensued on the process for adoption.

CONSENSUS

Council consensus was in favor of setting the tentative FY 2020 Millage Rate at 7.50.

NEXT BUDGET WORKSHOP

The next Budget Workshop Session will be held August 1, 2019 to consider these departmental budgets: Village Council, Village Clerk, Village Attorney, Village Manager, Human Resources, Information Technology, Finance, and Debt & Other.

Mayor Aubrey distributed a memo regarding fees for services and asked Council to review for further discussion. Discussion ensued regarding the options available and evaluation of the fee schedule in Public Services.

ADJOURNMENT

With no further business to come before the Council, the meeting adjourned at 9:25 p.m.


Completed by Jessica Green, MMC, Village Clerk